



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 16, 2008, 7:30 P.M.  
Lake Park Town Hall  
535 Park Avenue

<b>Paul Castro</b>	—	<b>Mayor</b>
<b>Edward Daly</b>	—	<b>Vice-Mayor</b>
<b>G. Chuck Balius</b>	—	<b>Commissioner</b>
<b>Jeff Carey</b>	—	<b>Commissioner</b>
<b>Patricia Osterman</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 Mendez</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. **PROCLAMATION:**  
**Palm Beach County Sherriff's Office**
- G. **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.

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

**I. 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 in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.**

**For Approval:**

- |   |      |
|---|------|
| 1. Future Land Use Map Density Workshop Meeting Minutes of December 12, 2007    | Tab1 |
| 2. Award Electrical Services Contract to Global Electric, Inc.                  | Tab2 |
| 3. Resolution No. 01-01-08 Establishing a General Election                      | Tab3 |
| 4. Resolution No. 02-01-08 Florida Hometown Democracy Initiative                | Tab4 |
| 5. Resolution No. 03-01-08 Silver Beach Road Lighting Contract                  | Tab5 |
| 6. Resolution No. 05-01-08 Land Development Application Fee Schedule            | Tab6 |
| 7. Resolution No. 07-01-08 Acceptance of FIND Grant for Lake Shore Park Seawall | Tab7 |
| 8. Town Contribution to the Retired Police Officer's Pension Fund               | Tab8 |
| 9. Set Date for the Lake Park Fireworks Festival                                | Tab9 |

**J. PUBLIC HEARING(S)**

**ORDINANCE ON SECOND READING:**

**10. ORDINANCE NO. 31-2007 Twigg's Learning Tree Child Care Property PROPOSED SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE FUTURE LAND USE MAP ("FLUM") OF THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE PARK, FLORIDA TO CHANGE THE FUTURE LAND USE DESIGNATION OF A 1.384 ACRE PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 10<sup>TH</sup> STREET AND SILVER BEACH ROAD WITHIN THE TOWN OF LAKE PARK FROM "RESIDENTIAL MEDIUM DENSITY" TO "COMMERCIAL"; PROVIDING DIRECTIONS TO THE TOWN CLERK FOR THE TRANSMITTAL OF THE AMENDMENT TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND OTHER PARTIES PURSUANT TO SECTION 163.3184(3), FLA. STAT. (2007); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Tab 10**

**11. ORDINANCE NO. 32-2007 Text Change in the C1 District for Instructional Studio's AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED "DEFINITIONS" TO ADD THE DEFINITION OF**

**“INSTRUCTIONAL STUDIO”; AMENDING ARTICLE III, SECTION 78-71 ENTITLED “C-1 BUSINESS DISTRICTS” TO ALLOW INSTRUCTIONAL STUDIOS AS A PERMITTED LAND USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 11**

**ORDINANCE ON FIRST READING:**

**12. ORDINANCE NO. 01-2008 Permitting a Referendum Question on the March 11 Ballot Relating to Financing the Downtown Alleyway Improvement Project.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO REFERENDUM THE QUESTION OF WHETHER THE COMMUNITY REDEVELOPMENT AGENCY MAY PLEDGE OR OTHERWISE ENCUMBER TAX INCREMENT FUNDS TO FINANCE THE DOWNTOWN ALLEYWAY IMPROVEMENT PROJECT; ESTABLISHING THE DATE OF MARCH 11, 2008 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 12**

**13. ORDINANCE NO. 02-2008 Amending the Charter to Abolish the Merit System AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE VI, SECTION 1, OF THE TOWN OF LAKE PARK, FLORIDA MUNICIPAL CHARTER ENTITLED “CREATION OF MERIT SYSTEM; MERIT SYSTEM COMMISSION” TO ELIMINATE THE MERIT SYSTEM OF EMPLOYMENT FOR TOWN EMPLOYEES, INCLUDING THE MERIT SYSTEM BOARD; ESTABLISHING THE DATE OF MARCH 11, 2008 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 13**

**K. RESOLUTION(S):**

**QUASI-JUDICIAL HEARING:**

**14. RESOLUTION NO. 04-01-08 Villa Liana Roof Change to Site Plan**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE SITE PLAN FOR THE RESIDENTIAL CONDOMINIUM DEVELOPMENT KNOWN AS “VILLA LIANA” TO CHANGE THE ROOF DESIGN FOR THE BUILDING(S) FROM A FLAT ROOF TO A PITCHED ROOF; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 14**

**15. RESOLUTION NO. 06-01-08 LPJ Properties, Inc. Extension Request**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE**

**PARK, FLORIDA APPROVING AN APPLICATION BY T & M DESIGN, INC., AS THE APPLICANT AND THE AGENT FOR THE PROPERTY OWNER, LPJ PROPERTIES, INC., TO EXTEND THE EXPIRATION DATE OF THE SITE PLAN FOR A 10,293 SQUARE FOOT OFFICE/WAREHOUSE BUILDING TO BE LOCATED ON LOT 8 OF THE GATEWAY INDUSTRIAL PARK IN THE TOWN OF LAKE PARK, FLORIDA, FROM FEBRUARY 2, 2008 UNTIL FEBRUARY 2, 2009; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 15**

**L. ADJOURNMENT:**

# **Proclamation**

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

Meeting Date: January 16, 2008

Agenda Item No. *Proclamation*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING                        | <input type="checkbox"/> RESOLUTION                  |
| <input type="checkbox"/> ORDINANCE ON FIRST READING            | <input type="checkbox"/> ORDINANCE ON SECOND READING |
| <input type="checkbox"/> BID/RFP Award                         | <input type="checkbox"/> DISCUSSION                  |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM              | <input type="checkbox"/> CONSENT AGENDA              |
| <input checked="" type="checkbox"/> <b>Other: Proclamation</b> |  |

**SUBJECT:** Sheriff Department's *Public Awareness Fair*

**RECOMMENDED MOTION/ACTION:** Issue letter and commendation for successful community event

**Approved by Town Manager** *W. Davis* **Date:** *1/11/08*

Virginia Martin, Grants Writer  
Name/Title

1/8/2008  
Date of Actual Submittal

<b>Originating Department:</b> Grants	Costs:  Funding Source:  Acct. #	<b>Attachments:</b> Letter Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <u><i>GM</i></u> _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<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>  </u> : <i>Vivian has taken care of notification</i> Please initial one.

**Summary Explanation/Background:** At the December 5, 2007 meeting of the Town Commission, the Commissioners made note of the outstanding job the PBSO had done at the *Public Awareness Fair* held in November. They directed the Town Manager to write a letter to the appropriate authorities to that effect, and draft a Proclamation commemorating that sentiment to be presented at a future Commission meeting.

**PROCLAMATION**  
*RECOGNIZING OUTSTANDING  
PUBLIC SERVICE*

**WHEREAS**, at the direction of Sheriff Ric L. Bradshaw of the Palm Beach County Sheriff's Office, the North Region Community Policing Unit conducted a *Public Awareness Fair* at Kelsey Park in Lake Park, Florida on November 10, 2007; and

**WHEREAS**, public awareness is paramount to the development of a safe and secure community; and

**WHEREAS**, conveying vital information to the public is an essential function of municipal government; and

**WHEREAS**, it is imperative that citizens come to know and trust Law Enforcement Officers and other members of Public Safety and Municipal Services staff in an engaging environment; and

**WHEREAS**, the event was attended by nearly 6,000 persons; and

**WHEREAS**, more than 30 different exhibits were on display for the community; and

**WHEREAS**, the Commissioners of the Town of Lake Park and Staff would like to acknowledge the efforts of Sheriff Bradshaw and Corporal Brian Cullen, #7651 of The Palm Beach County Sheriff's Office.

**NOW, THEREFORE**, on behalf of the Town Commission, Staff, and Citizens of the Town of Lake Park, I, Mayor Paul W. Castro, do hereby recognize The Palm Beach County Sheriff's Office and its North Region Community Policing Unit for the outstanding public service accomplished in planning and conducting the *Public Awareness Fair* on November 10, 2007, and further recognize the many contributions made by the Sheriff's Office to our safety, security and quality of life.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 16<sup>th</sup> day of January, 2008.

By: \_\_\_\_\_  
Mayor Paul W. Castro

ATTEST:

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

# SHERIFF

## COMMUNITY AWARENESS

# FAIR



Hosted by the North Region  
Community Policing Unit



## Saturday

## Nov 10th, 2007

## 10:00am - 3:00pm

## KELSEY PARK

## PARK AV & US-1

## LAKE PARK



- **FREE Bicycle helmets**
- **Rides, Raffles, Displays, Music**
- **K-9 / MARINE show at 1:00pm**
- **Sheriff helicopter "Eagle"**
- **Mounted Unit**
- **Bomb squad**
- **Crime Scene Display**
- **Free V.I.N. etching**
- **M.A.D.D. crash display**
- **FREE GIVEAWAYS AND MORE!!**

*Hot dogs, chips and candy on sale...  
All proceeds go to the community!*

*Any questions contact:*

*or (561) 841-1993*



# The Town of Lake Park

Office of the Town Manager



"Jewel" of the Palm Beaches

January 8, 2008

Sheriff Ric L. Bradshaw  
Palm Beach Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

Dear Sheriff Bradshaw:

As administrators, we get many more complaints from our constituents than compliments. It is therefore incumbent on us to share some good news when it falls in our laps.

At the December 9, 2007 meeting of our Town Commission, I was directed to write a letter of commendation for the PBSO and Corporal Brian Cullen, Shield #7651 of the Community Policing Division, Northern Region for the fantastic job that was accomplished in presenting the *Community Awareness Fair* on November 10<sup>th</sup> here at Kelsey Park in Lake Park. It might interest you to know that an estimated 6,000 individuals attended the event. There were more than 30 exhibits in the display area including MADD, Drowning Prevention, Code Enforcement, CCRT, Senior Services, Fire Rescue, PBSO C.O.P., and Lake Park Community Watch. Free bicycle helmets were distributed, the Mounted Unit was there for a demonstration, the "Eagle" was a popular attraction, and there were demonstrations by the K-9 and Marine units.

I recognize that this was a team effort, that the North Region Community Policing Unit hosted the event, and Corporal Cullen did a good share of the leg work to organize it, but it was really substantive for the citizens to see so many of District 10's officers visibly present and on site.

Mayor Castro will be presenting a Proclamation to your office at the regular meeting of the Town Commission at 7:30 on January 16, 2008 in the Lake Park Commission Chambers. We would sincerely appreciate your presence to accept the recognition.

Warm regards,

A handwritten signature in cursive script that reads "Maria Davis".

Maria Davis  
Town Manager

# **Consent Agenda**

# TAB 1

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

Meeting Date: January 16, 2008

Agenda Item No. Tab 1

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input 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:** Future Land Use Map Density Workshop Meeting Minutes of December 12, 2007.

**RECOMMENDED MOTION/ACTION:** Approve the Minutes from the Future Land Use Map Density Workshop Meeting of December 12, 2007.

Approved by Town Manager W. Davis Date: 1/10/08

Jessie J. Shepherd  
Deputy Clerk

1/10/08  
Date of Actual Submittal

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

**Summary Explanation/Background:**



**Town of Lake Park**  
**Future Land Use Map Density Workshop**  
**Town Hall Commission Chambers**  
**535 Park Avenue, Florida 33403**  
**Wednesday, December 12, 2007 7:30 p.m.**

The Town Commission met for the purpose of a Future Land Use Map Density Workshop on Wednesday, December 12, 2007 at 7:30 p.m., Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, and Osterman, Town Manager Maria Davis, and Town Clerk Vivian Mendez. Commissioner Jeff Carey was absent.

Mayor Castro led the Pledge of Allegiance.  
 Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Commissioner Balius to approve the agenda; Vice-Mayor Daly made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey		Absent	
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 4-0.

**PRESENTATION :**

**Future Land Use Map Density**

Community Development Director Patrick Sullivan explained the purpose of the meeting. He introduced Jerry Bell of Corradino & Associates.

Mr. Bell gave a Power Point presentation (see Exhibit "A") of the Town's Future Land Use Map Density.

He presented a list of the Comprehensive Plan Elements. He addressed and explained the following nine issues that were identified:

- Issue 1 – Town Police and Fire Services – He stated that the proposed solution was to

Amend the Plan to reflect current status and call for continued progress in improving service levels while seeking opportunities for cost savings.

- Issue 2 – Community Design and Architecture – He stated that the proposed solution would be to amend the Plan to reflect design guidelines to include objectives and policies and to continue to maintain and improve community character and esthetics through cohesive and compatible design.
- Issue 3 – Roadways and Drainage - He stated that the proposed solution would be to amend the Plan to include the Five Year Capital Improvements Schedule, and objectives and policies addressing funding alternatives and needed improvements on Park Avenue, 10<sup>th</sup> Street, Silver Beach Road, US Highway One, Marina, traffic calming and signalization, South Lake Dredging, Downtown, bike lanes and sidewalks.
- Issue 4 – Mass Transit – He stated that the proposed solution would be to amend the Plan to address coordination with Palm Tran to maintain and improve existing mass transit options such as bus routes and bus stops and for Tri-Rail to evaluate the feasibility and pros and cons of locating a station within the Town.
- Issue 5 – Historic Preservation – He stated that the proposed amendment was to include a Historic Preservation Element (or additional objectives and policies in existing elements) address the historic preservation ordinance (including needed changes) evaluate the establishment of historic districts or sub-districts; address the potential of preservation tools such as the purchase or transfer of development rights; mitigate burden on homeowners.
- Issue 6 – Parks and Recreation - He stated that the proposed amendment was to adopt a Level of Service Standard for parks, include park improvement projects in the Capital Improvements Schedule, address acquisition, address the potential for a community center/shelter, address expansion of the Marina, encourage use of waterfront resources and seek grants for parks and recreational facilities.
- Issue 7 – Economic Development - He stated that the proposed amendment was to include a mixed-use designation that combines residential and non-residential components that maximizes economic benefits, provide appropriate densities and intensities to maximize economic developments while protecting neighborhoods, address redevelopment needs, consider economic development zones to retain or attract businesses and call for market studies to attract businesses to downtown.
- Issue 8 – Residential Density - He stated that the proposed amendment was to include objectives and policies addressing the protection and maintenance of core residential areas, redevelopment, opportunities to increase home ownership, protection of the single-family housing stock, expansion of the multi-family housing stock, and needed improvements to the housing stock.
- Issue 9 – Preserving Small Town Character - He stated that the proposed amendment was to address beautification, tree ordinances, a more pedestrian friendly environment, paving, street lighting and furniture, grants, corporate sponsorship of community events and connecting the waterfront to downtown communications with residents.

Community Development Director Patrick Sullivan presented a slide of the present Lake Park Future Land Use Map. He explained that the reason for the meeting was to discuss the map and come to a consensus on whether or not there should be changes. He explained that the purpose of the map was to set aside areas of land for specific uses. The State requires that Land Use Maps be updated by municipalities, and to have a Present Land Use Map and a Future Land Use Map. A Future Land Use Map would show where the Town intends to be in 10 years. He recommended updating the Future Land Use Map because the community will have growth in the next 10 years. He explained the meaning of density and how it related to the Future Land Use Map and he explained that land use was not the same as zoning.

**Commissioner Carey arrived for the meeting at 7:43 p.m.**

Community Development Director Patrick Sullivan explained that the foundation of land use sets the residential areas of the Town. He stated that zoning limits land use and sets heights of buildings, setbacks, landscaping, traffic impacts, individual uses, and parking. He presented a map that showed the existing industrial area of the Town. He stated that there were suggestions to add two segments along 10<sup>th</sup> St. Those areas were already industrial and the change would legitimize them by adding them into the commercial/industrial area and taking them out of commercial. It would help those areas to grow and redevelop. He stated that there were two questions for the downtown area of the Town; whether or not to allow residential and or change the area to commercial. He presented a map showing the new commercial configuration suggested by staff. He stated that staff did not suggest any changes to the Northlake corridor. Staff suggested changes to the area on the eastern side of 10<sup>th</sup> St. He recommended changing it to a commercial area. He mentioned other areas on the map that would benefit from changing to commercial use. He presented a map showing the area along Federal Highway and Lakeshore Dr. He stated that this area was originally a mix of commercial and residential medium density. He suggested a higher density with at least 30 dwelling units per acre. He stated that there were 14 acres of land available on the west side and nine acres available on the east side for development.

Mr. Bell stated that one of the recommendations for the Town was to create a Mixed Use District which would be applied in certain areas as appropriate. He stated that the State of Florida was encouraging Mixed Use Districts as an alternative to Urban Sprawl. He explained the goals, uses and advantages of Mixed Use Districts. He stated that the permitted uses in a Mixed Use District would be sales and service activities, retail, offices, cultural and entertainment uses, hotels/motels, medical buildings, and residential uses in a high quality, pedestrian-scaled and design unified environment. He explained the alternative forms of mixed use development as horizontal mixed use and vertical mixed use. He explained that the proposed mix of uses would be that the residential component would comprise no more than 50 percent of the floor area of a development, and in no case would residential space be located on the first floor; and finally that at least two uses must be provided for in any mixed use development.

Community Development Director Patrick Sullivan explained that the Future Land Use Map would be laying the foundation for proposed developments of certain areas in the Town. He presented a map that showed the different areas for recreational development of the Town. He stated that there was currently no space on Town property to incorporate a recreation or community center. He stated that consideration was needed as to where a community center could be constructed in the Town. He recommended that a proposal to expand recreation for the

Town be incorporated into the Comprehensive Plan. He presented a map of the single family residence area of the Town. He stated that there were no recommended changes for the residential area. He stated that there was a high density area located along the intracoastal waterway. That area is currently high density and there were buildings that were currently out of compliance. These owners would not be able to rebuild at the present density if the property were destroyed. He stated that the area along the Lakeshore Dr. waterfront was 30 units per acre. The area along Silver Beach Rd. was mainly comprised of duplexes and there is very limited room for parking or landscaping. He recommended that condominium density in the Town be increased to 40 units per acre which would bring the property into compliance.

He stated that medium density areas would remain at medium density. He stated that density would not be lost but shifted around and would provide a good tax base. He gave the differences between the old density and the proposed density for the Town. He stated that if the Town was considering any annexation of land in the future it must be incorporated into the Comprehensive Plan. He stated that there was a piece of land that was mainly zoned industrial behind the Wal-Mart property that could be annexed by the Town. He stated that there were two other areas that were possible for annexation one of which was currently a mobile home park that would not be there in the future. He showed these areas on the map (see Exhibit "A"). He stated that another issue to consider was the Bioscience Overlay. He presented a map that showed approximately 223 parcels and 232 acres that were available for Bioscience use.

Mayor Castro stated that he was concerned about the proposed changes. He stated that land development regulations needed to be discussed. He was concerned about the height of buildings along the U.S. Highway One corridor. His other concern was the site distance triangles from the residential districts. He stated that there was discussion about architectural detail to the front of buildings but the consultant did not discuss how to treat the rear of the buildings with regards to how they would face the residences behind them. He stated that he was also concerned about density intensity and height with regards to water, sewer, electricity and roadways. He asked if any concurrency studies had been done. He stated that he was very concerned about increasing density and the impact it would have on the Town.

Commissioner Carey asked if there would be enough acreage to be able to appease Palm Beach Gardens and the County if some of the Bioscience Overlay District was taken away.

Community Development Director Patrick Sullivan stated that the Bioscience Committee would like as much space as they can. He stated that it was still in negotiation and what the Town decides is best for the Community would have to be accepted.

Vice-Mayor Daly stated that he would like the Town to consider a reduction in the size of the Bioscience land in order to use that property as commercial property. He stated that he would like to see mixed use in between Lakeshore Dr. and U.S. Highway One. He stated there would need to be something in place to protect the residences on the West side of Lakeshore Dr. He recommended going higher in density in the next five to ten years in order to dress up the Town and get a full tax base out of it.

Commissioner Balius stated that in the past Lake Park had annexed 214 acres and brought money into their tax base. Before this Lake Park did not have room to grow. Ten to twenty years from now Lake Park may be in the same position by being built out with no increase in tax base. He stated that he would like to see changes along U.S. Highway One and he agreed with



higher density along that area.

Commissioner Osterman stated that the proposals made sense and they would bring properties into compliance. She stated that mixed use property should be considered along the U.S. Highway One corridor. She stated that the Town should include the mobile home park property that is being considered for annexation. She stated that she was concerned over the amount of property proposed for the Bioscience Overlay.

Mayor Castro stated that there would need to be a caveat in the agreement with the Bioscience Committee to remove property from the Bioscience Overlay should the Town decide to do so in the future.

Commissioner Balius stated that he would like to see the mobile home park property annexed into Lake Park.

Commissioner Carey stated that he would like to see the Town have a chance to approach developers and have developers approach the Town with new projects. The Town could have a map set in place and be able to have control over the development.

Discussion ensued between the Commissioners regarding the Future Land Use Map.

### **Public Comment Open**

*Doug Shepherd, Lake Park* – asked what the affect the Bioscience Overlay has on the Town.

Mayor Castro explained that the Bioscience Overlay allows Palm Beach County to get the Bioscience Consortium together and get the Governor to give it to the North County area instead of the South County area. Lake Park was required to provide enough acres to satisfy Governor Bush at the time.

Mr. Shepherd asked if there were any restrictions on the property.

Mayor Castro stated that there were no restrictions on the property at this point in time. The Town had not adopted its Comprehensive Plan element as it related to the Bioscience Overlay. He stated that there would be discussion as to what restrictions may be placed once the Town adopts its Comprehensive Plan. He stated that the Town has the larger percentage of land in the Bioscience Overlay than any other municipality.

Mr. Shepherd asked if the Town would have to consult with Jupiter or Palm Beach Gardens when they want to develop designated Bioscience property.

Mayor Castro asked Community Development Director Patrick Sullivan to explain.

The Community Development Director explained that the main restriction for designated Bioscience property would be that it could not be made residential. It would also be difficult for retail shopping centers to be developed in the Bioscience area. He stated that there would be no changes to the zoning or land use of the property allotted for the Bioscience Overlay.

Mayor Castro stated that Palm Beach County Commissioner Karen Marcus had expressed there

was a great opportunity for the Bioscience Overlay in Lake Park because the land is cheaper for the development of spin off companies from the Bioscience Overlay.

Mr. Shepherd asked why the Town would allow any restrictions on their property.

Community Development Director Patrick Sullivan stated that the Bioscience Committee does not want the land in Lake Park developed into shopping centers and box stores.

Discussion ensued between the Commissioners regarding the Bioscience Overlay.

An unidentified person from the public came forward and asked if the Commission votes on the Future Land Use Map by section or if there was one vote for the entire map.

Mayor Castro explained the process on voting on the Future Land Use Map.

The individual asked when the vote was scheduled to take place.

Community Development Director Patrick Sullivan stated that the vote should be made by the end of January 2008.

The individual asked for an explanation of the Bioscience Overlay District.

Mayor Castro explained the purposes of the Bioscience Overlay District.

*Kim Castro, 230 E. Ilex Dr., Lake Park* – stated her concerns regarding the changes and expansion of Recreational Facilities. She stated that there was an apartment building on the west side of the ball field which was now being renovated. She was concerned about designating additional residential lots as recreation or public land and making them non-conforming which would make them unable to renovate or rebuild in the event of a casualty. She stated that there needed to be an opportunity for those property owners to have assurance that they are non-conforming until the Town has the funds to purchase the land and that they still have legal uses. She stated that she also thought that the proposal for the Future Land Use Map was too limited along the east side of U.S. Highway One. She recommended bigger vision for that area and more opportunity for development. She recommended more intensities and densities along the lake and along the east side of U.S. Highway One in the mixed use area. She recommended combining some objectives of the EAR and to promote preservation of the Town's historic resources by giving property owners the ability to transfer development rights over to the east side of U.S. Highway One.

Discussion ensued between the Commissioners and Ms. Castro regarding the proposals for density and intensity for the east side of U.S. Highway One.

*Jerry Krape, 700 U.S. Highway One, Lake Park* – stated that the lots along the west side of U.S. Highway One were 150 by 150 feet and nothing of any value could be built on those properties. He recommended that the properties be utilized as mixed use.

*James Dubois, 516 Sabal Palm Dr., Lake Park* – stated that he liked the proposals presented for the Future Land Use Map. He gave a list of resources that the Town could rely on as it works toward growth.

*Bill Genis* – stated that he was concerned about a lot on Silver Beach Rd. He asked if the lot would allow a four story building.

Community Development Director Patrick Sullivan stated that the lot on Silver Beach Rd. would allow for office and residential use only.

Vice-Mayor Daly asked Mr. Genis what type of building he would need to build on the Silver Beach lot for his business to be profitable.

Mr. Genis recommended a building no more than two stories high. He asked if he could build five units on the lot.

Community Development Director Patrick Sullivan explained that he would have zoning issues if he wanted to build five units on the lot.

Mayor Castro told Mr. Genis that he would need to discuss the issues further with Community Development Director Patrick Sullivan.

*Francis Roan, Sabal Palm Dr., Lake Park* – stated that she did not understand the technical issues that were discussed concerning the Future Land Use Map. She expressed concern over building four story units in the Town. She referenced the proposed Village Shoppes Planned Unit Development. She stated that if the project went through it would not be good for current residences surrounding the project.

Mayor Castro stated that the Village Shoppes Planned Unit Development was out of Lake Park's jurisdiction. He stated that should the project be submitted there would be many meetings and discussions regarding the issues for the Town of Lake Park. He stated that the North Palm Beach Planning & Zoning Board voted not to accept the original proposal for the Village Shoppes Project.

Ms. Roan asked how the areas along U.S. Highway One would affect the businesses currently there.

Mayor Castro stated he was concerned about doing anything more than two stories on the properties along U.S. Highway One. He stated that there would be parking constraints involved.

Community Development Director Patrick Sullivan stated that unless the properties were expanded back into the residential areas, it would stay the same as it is today.

Mayor Castro stated that he anticipated that there would be different zoning on the East side of U.S. Highway One than on the West side of U.S. Highway One.

Commissioner Osterman explained the process of giving property owners the ability to transfer development rights.

Discussion ensued between the Commission and Ms. Roan regarding densities of properties along U.S. Highway One.

Ms. Roan asked for an explanation of the Scrub area.

Mayor Castro asked Community Development Director Patrick Sullivan to explain the Scrub area.

Community Development Director Patrick Sullivan explained that the Scrub was an area dedicated to conservation. The land was purchased by Palm Beach County and was environmentally protected.

Ms. Roan stated that helicopters with search lights have been flying over her neighborhood more frequently. She asked if there was a higher crime rate.

Mayor Castro stated that the violent crime rate had gone down and the Town did not have the resources to utilize helicopters to catch criminals in the past.

Commissioner Osterman stated that the crime stats had gone up for shoplifting and employee theft in the department stores in the Town.

Mayor Castro asked what the next step for the Future Plan Use Map would be.

Jerry Bell of Coraddino and Associates stated that he will take all of the input from the meeting and will come back with the amendments to the Comprehensive Plan and the Future Land Use Map. They will bring it before the Commission for the approval to submit to the State Department of Community Affairs. He stated the draft transmittal would come before the Commission between January and February. The proposal would be brought back in ordinance form for the Commission to adopt by June.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Balius, and by unanimous vote, the meeting adjourned at 9:10 p.m.

\_\_\_\_\_  
Mayor Castro

\_\_\_\_\_  
Jessica Shepherd, Deputy Clerk

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

(Town Seal)

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2007

# TAB 2

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

Meeting Date: **January 16, 2008**

Agenda Item No. *Tab 2*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input 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"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Electrical Services Contract Award to Global Electric, Inc. and to Authorize and Direct the Mayor to Execute the Contract**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *1/8/08*

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b> Town Manager	<b>Costs: \$ N/A</b>  <b>Funding Source: Various</b> Acct. # _____	<b>Attachments:</b> Contract Bid Tabulation Sheets
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  <i>Please initial one.</i>

**Summary Explanation/Background:** Various times throughout the year, the Public Works Department requires the assistance of a qualified, licensed electrical contractor. Staff solicited hourly rate bids from several firms. Global Electric, Inc. submitted the lowest hourly rates and

therefore is recommended as the lowest responsible bidder to perform electrical services for the Town. This is a three year contract in which the hourly rates remain static.



*Mail*

TELEPHONE BID  
TOWN OF LAKE PARK, FLORIDA

Date \_\_\_\_\_ Awarded to \_\_\_\_\_

Requisition # \_\_\_\_\_

Item	Units	Description	Unit	Total
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Bid of Apuland Electric

1. 1368 N. Kilman  
R.P.

2. No bid

3. B.K. Electric

4. 501 W. Blue Heron Blvd.

Bid of Rw. Beh.

1. No bid

2. 7.

3. Kasper 8.

4. 9.

5. 1125 Old Dyer #9  
R.P. attached

Bid of PIE Superior

1. 1173 Old Dyer Ste. B.  
R.P.

2. 7.

3. Attached

4. 9.

Bid of 1129 Silver Beh

1. R.P. 6.

2. Attached

3. 8.

4. 9.

5. 10.

**Electrical Contracting Services Contract  
Between the Town of Lake Park, Florida  
And  
Global Electric, Inc.**

**THIS SERVICE CONTRACT**, made this \_\_\_\_day of January, 2008 by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as “the TOWN”, and Global Electric Inc., 1129 Silver Beach Road, Lake Park, FL 33403-3025, a Florida corporation, FEID Number\_\_\_\_\_, hereinafter designated as “the SERVICE CONTRACTOR”.

**WITNESSETH THAT:**

**WHEREAS**, The TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the TOWN has previously obtained the electrical services of the electrical services contractor through the competitive selection process required by the Consultants Competitive Negotiation Act (“CCNA”) and the TOWN wishes to extend the term of the Service Contract as authorized by the CCNA; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this SERVICE CONTRACT;

**NOW THEREFORE**, the TOWN and the SERVICE CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

**1. STATEMENT OF WORK**

1.1 The SERVICE CONTRACTOR shall, to the satisfaction of the TOWN, fully and timely provide electrical contracting

services, including labor, equipment, and materials, to the TOWN for all electrical service work, electrical repair work, and electrical construction work and all other electrical related services as requested by the TOWN.

SERVICE CONTRACTOR will bill for actual time spent in providing such services at the rates defined herein using the hourly rate schedule herein. The SERVICE CONTRACTOR will provide electrical consultation at the request of the TOWN. The first visit and consultation will not be charged to the TOWN by SERVICE CONTRACTOR. SERVICE CONTRACTOR will provide an estimated budget and cost of services quotation for each job or project requested by the TOWN. The TOWN in its sole discretion shall have the right to reject the quotation of the SERVICE CONTRACTOR and obtain the services elsewhere, or to accept the quotation and issue a purchase order and a Notice to Proceed to the SERVICE CONTRACTOR for the particular project.

- 1.2 The SERVICE CONTRACTOR shall maintain fully staffed business hours equal to, but no less, than the TOWN's business hours of 8 a.m. to 5 p.m., Monday through Friday, with TOWN holidays excepted.
- 1.3 All rights in date, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this CONTRACT, shall be the sole and exclusive property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the SERVICE CONTRACTOR. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this CONTRACT.

## **2. TERM AND PERIOD OF PERFORMANCE**

- 2.1 This is a continuing CONTRACT under the provisions of the CCNA. The term of this CONTRACT shall commence on the date of this CONTRACT and shall continue for up to three (3) years, unless the CONTRACT is terminated earlier by the TOWN.

2.2 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. If the CONTRACTOR cannot perform the required work (to the TOWNS satisfaction) in a timely manner, the TOWN reserves the right to obligate this work to other responsible vendors.

**3. CONSIDERATION AND EXPENSES**

3.1 Assignments for which lump sum amounts have been established shall be billed monthly based on the percentage complete of the assignment. The following hourly rates which shall not be amended or changed within the initial three (3) year term except by written agreement of both parties. For an assignment to be accomplished on a time-charge basis including any additional services authorized by the TOWN, monthly billing shall be based on the hours actually expended by SERVICE CONTRACTOR personnel, multiplied by the following hourly rates:

Journeyman electrician weekly man hour	\$50.00
Apprentice electrician weekly man hour	\$40.00
Journeyman electrician man hour overtime	\$75.00
Apprentice electrician man hour overtime	\$60.00
Aerial lift truck/electrician, hourly rate	\$75.00
Aerial lift truck/electrician, hourly OT rate	\$85.00

**4. EQUAL OPPORTUNITY/MBE PARTICIPATION**

4.1 The SERVICE CONTRACTOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The SERVICE CONTRACTOR shall take all measures necessary to effectuate these assurances.

**5. INVOICING AND PAYMENT**

5.1 The SERVICE CONTRACTOR'S invoices shall be sent to the following address:

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

5.2 The SERVICE CONTRACTOR shall bill the TOWN on a monthly basis. The TOWN shall pay the full amount of the

invoice within thirty (30) days of receipt and acceptance of the work by the TOWN, and provided the SERVICE CONTRACTOR has performed the work according to the terms and conditions of this CONTRACT to the satisfaction of the TOWN.

## **6. INDEMNIFICATION AND INSURANCE**

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the SERVICE CONTRACTOR shall defend, indemnify, save, and hold the TOWN, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the SERVICE CONTRACTOR, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The SERVICE CONTRACTOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 6.2 The SERVICE CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability:
- a. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the SERVICE CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the SERVICE CONTRACTOR and all subcontractors.
  - b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent

contractors, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a contractual Liability Endorsement.

- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an “any-auto” policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of SERVICE CONTRACTOR.

6.3 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the SERVICE CONTRACTOR. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the SERVICE CONTRACTOR to ensure that any subcontractors are adequately insured or covered under their policies.

6.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the SERVICE CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

**6.5.** 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+ to A+.

6.6 All required insurance shall preclude any underwriter’s rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required

coverage's protect both parties as the primary insurance for any and all losses covered by the above described insurance.

- 6.7 The clauses "Other Insurance Provisions" and "insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the CONTRACT by the SERVICE CONTRACTOR and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the SERVICE CONTRACTOR shall thereupon cease and terminate.

## **7. TERMINATION/REMEDIES**

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have seven (7) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the seven (7) day time period.
- 7.2 The TOWN may terminate this CONTRACT at any time for convenience upon thirty (30) calendar day's prior written notice to the SERVICE CONTRACTOR. The performance of work under this CONTRACT may be terminated by the TOWN in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the SERVICE CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. In the event of termination, the TOWN shall compensate the SERVICE CONTRACTOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the SERVICE CONTACTOR for such work until such time as the

TOWN determines the exact amount due to the SERVICE CONTRACTOR.

- 7.2 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

## **8. STANDARDS OF COMPLIANCE**

- 8.1 The SERVICE CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the SERVICE CONTRACTOR, upon request, as to any such laws of which it has present knowledge.
- 8.2 The SERVICE CONTRACTOR, by its execution of this CONTRACT, acknowledges and attests that, neither he nor any of his suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list.
- 8.3 The SERVICE CONTRACTOR shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the SERVICE CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The SERVICE CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the SERVICE CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the SERVICE CONTRACTOR, to solicit or secure this CONTRACT. Further the SERVICE CONTRACTOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the SERVICE CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or



resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The SERVICE CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the SERVICE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The SERVICE CONTRACTOR is free to provide similar services for others.
- 9.2 The SERVICE CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3 The SERVICE CONTRACTOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

## **10. RECORDS RETENTION/OWNERSHIP/AUDIT**

- 10.1 The SERVICE CONTRACTOR understands that all documents produced by SERVICE CONTRACTOR pursuant to this CONTRACT are public records and SERVICE CONTRACTOR must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The SERVICE CONTRACTOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the SERVICE CONTRACTOR'S failure to comply with Chapter 119, F.S. related to public records.
- 10.2 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the SERVICE CONTRACTOR in connection with this CONTRACT, may be

utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the SERVICE CONTRACTOR responsible if documents are used for other purposes than intended.

## **11. WARRANTIES OF SERVICE CONTRACTOR.**

- 11.1 The SERVICE CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the SERVICE CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All equipment and materials furnished as part of the CONTRACT shall be warranted for minimum of one (1) year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at SERVICE CONTRACTOR'S expense. The SERVICE CONTRACTOR shall provide the TOWN with copies of all manufacturer's warranties, instruction, guidelines, maintenance, repair and operational manuals for any equipment or materials provided by the SERVICE CONTRACTOR to the TOWN pursuant to the Agreement.
- 11.2 The SERVICE CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the CONTRACT. The SERVICE CONTRACTOR is required to obtain permits for those projects requiring permits. In that event, the TOWN will waive permit fees, but all project permits will be in place prior to commencement of the project.
- 11.3 All warranties made by the SERVICE CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

## **12. CONFLICTS**

12.1 The TOWN recognizes and acknowledges that the SERVICE CONTRACTOR is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the SERVICE CONTRACTOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the SERVICE CONTRACTOR may perform services for clients who are or may have matters before the Town Commission, provided SERVICE CONTRACTOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the SERVICE CONTRACTOR'S representation.

## **13. GENERAL PROVISIONS**

13.1 In the event any provision of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

13.2 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.

13.3 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The SERVICE CONTRACTOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

13.4 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event that it is necessary for either

ATTEST:

By: \_\_\_\_\_  
Paul Castro, Mayor

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

(TOWN SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**SERVICE CONTRACTOR:**

**GLOBAL ELECTRIC, INC.**

BY: \_\_\_\_\_  
Alan J. Lyes, President

# TAB 3

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

Meeting Date: January 16, 2008

Agenda Item No. Tab 3

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading |  |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> DISCUSSION            |
| <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"/>                             |  |

**SUBJECT:** Establishing a General Election

**RECOMMENDED MOTION/ACTION:** Establishing the time and place of a General Election to be held on Tuesday, March 11, 2008 for the purpose of electing a Mayor

**Approved by Town Manager** [Signature] **Date:** 12/28/07

[Signature]  
Name/Title Town Clerk

12/27/07  
Date of Actual Submittal

<b>Originating Department:</b> <u>Town Clerk</u>	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>(VM)</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** Staff recommends approval/adoption of Resolution No. 01-01-08 which establishes the date, time and place of ~~the~~ General Election.

**RESOLUTION NO. 01-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 11, 2008 FOR THE PURPOSE OF ELECTING A MAYOR FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH GENERAL ELECTION AS TUESDAY JANUARY 29, 2008 THROUGH TUESDAY FEBRUARY 12, 2008 AT NOON; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS;**

**Section 1.** A General Election shall be held and is hereby declared to be held in the Town of Lake Park, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 11<sup>th</sup> day of March, 2008, for the purpose of electing a Mayor to the Town Commission of the Town of Lake Park.

**Section 2.** Tuesday, January 29, 2008 at 12:00 noon, is hereby designated as the opening date for those interested persons in qualifying as Mayor, for the General Election to be held on Tuesday, March 11, 2008; and establishing Tuesday, February 12, 2008 at 12:00 noon as the closing date for candidates to file with the Town of Lake Park for the March 11, 2008 General Election.

**Section 3.** At least thirty (30) days before Tuesday, February 11, 2008, but not more than forty five (45) days before Tuesday, March 11, 2008, the Town Clerk of the Town of Lake Park ("Town") shall post in three (3) conspicuous places in the Town, one of which shall be at the door of Town Hall, the notice of the General Election, and the offices and vacancies on the Town Commission to be filled;

**Section 4.** The Palm Beach County Supervisor of Elections or his designee is hereby designated as a member of the Town's Canvassing Board, enabling the designee to represent the Town of Lake Park at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the General Election. The Supervisor of Elections Office is also hereby requested to prepare absentee ballots for the Town of Lake Park, to be distributed to those electors who are those unable to vote on the day of the General Election. The Supervisor of Elections Office is hereby requested to

count the absentee ballots and include Lake Park in his canvassing advertisement.

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



# TAB 4

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 4*

- |  |  |
|--|--|
| <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 type="checkbox"/> CONSENT AGENDA        |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Resolution opposing an amendment to the Florida constitution requiring voters to decide all changes to the Town's comprehensive plan.

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager *W.P. Davis* Date: *1/10/08*

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

**Summary Explanation/Background:** the Florida Hometown Democracy initiative seeks to place a constitutional amendment before Florida's voters to amend Article II, Section 7, of the Florida Constitution, which would require any changes to the Comprehensive Plan to be put to a referendum. The FAPA opposes this amendment and has asked municipalities and counties to oppose its passage and pass resolutions that oppose adoption if it appears on any ballot.

**RESOLUTION NO. 02-01-08**

**A RESOLUTION OF THE TOWN COMMISSION  
OF THE TOWN OF LAKE PARK, FLORIDA  
OPPOSING AN AMENDMENT TO THE FLORIDA  
CONSTITUTION THAT WOULD REQUIRE  
REGISTERED VOTERS TO DECIDE THROUGH  
REFERENDUMS AMENDMENTS TO THE  
FUTURE LAND USE ASSIGNMENT OF  
PROPERTIES TO COMPREHENSIVE PLAN**

**WHEREAS**, the State of Florida is experiencing tremendous growth; and

**WHEREAS**, the challenges presented by growth require that local governments embrace smart growth policies aimed at protecting our State's quality of life, engendering greater economic prosperity, and equitably planning for the common good; and

**WHEREAS**, smart growth requires careful planning and direction combined with a clear and effective means of engaging the people's voice; and

**WHEREAS**, the Town of Lake Park understands that elected leaders must always empower citizens and never abandon government's primary responsibility for creating sound public policy; and

**WHEREAS**, the Florida Hometown Democracy initiative seeks to place a constitutional amendment before Florida's voters to amend Article II, Section 7, of the Florida Constitution, (Title: REFERENDA REQUIRED FOR ADOPTION OF LOCAL GOVERNMENTAL COMPREHENSIVE LAND USE PLANS); and

**WHEREAS**, this amendment constitutes a fundamental abandonment of government's responsibility to represent all its citizens; and

**WHEREAS**, this amendment will further disenfranchise millions of Florida's already-fatigued electorate, paralyze local governments and potentially cripple vital public services including crime prevention, transportation improvement and public education; and

**WHEREAS**, this amendment poses a grave threat to Florida's unique quality of life.

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

**Section 1.** The Town of Lake Park meeting in Lake Park, Florida on January 16, 2007, having dedicated its own policies to advancing smarter growth recommends defeat of the Florida Hometown Democracy initiative and the proposed amendment to the Florida Constitution.

**Section 2.** The Town of Lake Park urges citizens to vote “NO” on the proposed Florida Hometown Democracy amendment if it appears on any ballot.

**Section 3:** This Resolution shall become effective immediately upon its passage.

# TAB 5

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 5*

- PUBLIC HEARING
  - Ordinance on Second Reading
  - Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

**SUBJECT:** A Resolution authorizing the Mayor to execute a contract between the Town of Lake Park and Erdman Anthony of Florida, Inc., for professional engineering and design services pertaining to the street lighting system for the area along Silver Beach Road between Congress Ave and Ave "S" in the Town of Lake Park. The Contract is to be funded in the amount of \$58,000 in grant funds provided by Palm Beach County.

**RECOMMENDED MOTION/ACTION:** Motion to Approve the Resolution.

Approved by Town Manager *W. Davis* Date: *1/10/08*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Resolution Contract</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney <b>KER 010708</b> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:** Erdman Anthony of Florida, Inc., has agreed to provide professional engineering and design services relative to the installation of street lights along Silver Beach Road between Congress Ave and Ave "S" in the Town ("Project") to be funded by \$58,000.00 in grant monies provided by Palm Beach County. The Town is ready to proceed with the design and engineering phase of this Project. This Resolution authorizes the Mayor to execute the contract with Erdman Anthony of Florida, Inc., on behalf of the Town of Lake Park.

**RESOLUTION NO. 03-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND ERDMAN ANTHONY OF FLORIDA INC., FOR THE PROVISION OF PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE DESIGN OF A PRELIMINARY STREET LIGHTING SYSTEM IN THE AREA ALONG SILVER BEACH ROAD BETWEEN CONGRESS AVENUE AND AVENUE "S" IN THE TOWN OF LAKE PARK FOR THE STREET LIGHTING SYSTEM AND INSPECTION PROJECT FUNDED BY PALM BEACH COUNTY; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town requires the services of a professional engineering firm to design a preliminary street lighting system for the area along Silver Beach Road between Congress Avenue and Avenue "S" ("Project") in the Town; and

**WHEREAS**, the subject roadway is owned by the Town and is an existing two urban section with a median in the western portion; and

**WHEREAS**, the proposed street lighting Project requires the design of lighting plans to show the proposed placement of street light poles and lamp specifications for use by Florida Power & Light; and

**WHEREAS**, the existing street lights east of Avenue “S” on the north side of the street will be extended as part of this Project to the west to cover the subject portion of Silver Beach Road; and

**WHEREAS**, the street lighting Project is being funded by Palm Beach County and the County has offered design review service assistance to the Town in connection with this project; and

**WHEREAS**, the Town has solicited competitive proposals through a Request for Proposals issued pursuant to the requirements of the Consultants Competitive Negotiation Act (“CCNA”); and Town staff has determined that the proposal submitted by is acceptable and in the best interest of the Town; and

**WHEREAS**, Erdman Anthony of Florida, Inc., (“Contractor”) has submitted a Proposal in response to the Town’s solicitation, and the Contractor has represented that it is qualified, able and willing to satisfactorily provide said services; and

**WHEREAS**, Palm Beach County as also entered into a contract with Erdman Anthony of Florida, Inc dated May 1, 2007 for professional services related to this Project; and

**WHEREAS**, the Town has found the Contractor’s Proposal to be acceptable and in the best interests of the Town, and the parties wish to enter into a Contract for the provision of the required professional engineering design services for the street lighting system Project; and

**WHEREAS**, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract, a copy of the Contract is attached hereto as **Exhibit it “A”**; and



**WHEREAS,** Town staff is recommending that the Town Commission approve the award of this Contract to Erdman Anthony of Florida, Inc and that the Commission authorize and direct the Mayor to execute the attached Contract on behalf of the Town.

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

**Section 1.** The whereas clauses are hereby incorporated herein as true and correct.

**Section 2.** The Mayor is hereby authorized and directed to execute the Agreement between the Town of Lake Park and Erdman Anthony of Florida, Inc attached hereto as **Exhibit “A”**.

**Section 3.**

This Resolution shall take effect immediately upon its adoption.

**CONTRACT  
BETWEEN THE TOWN OF LAKE PARK, FL  
AND  
ERDMAN ANTHONY OF FLORIDA, INC.**

**THIS CONTRACT**, made this \_\_\_ day of August, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and Erdman Anthony of Florida, Inc., 1402 Royal Palm Beach Blvd., Building 500, Royal Palm Beach, FL 33411, a Florida corporation, FEID Number 20-0930234, hereinafter designated as "the CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

**NOW THEREFORE**, the TOWN and the CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

**1. STATEMENT OF WORK**

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide engineering services to prepare a preliminary design for street lighting along Silver Beach Road between Congress Avenue and Avenue "S" in the Town of Lake Park ("Project" and "Project Area") as described as follows:

1.1.1 The CONSULTANT shall provide professional engineering services to the TOWN for the preliminary design of a street lighting layout using General Electric's Aladan program, Version 2002.2.1 or the most recent version. The CONSULTANT shall conduct site inspections of the subject roadway and general area, shall review the County Property Appraiser's maps and aerial photographs and images of the Project area and all available roadway plans, existing lighting plans for the lighting adjacent to the Project, and other documents necessary to assess the existing two (2) typical section configurations, intersections and turn lanes, and any existing overhead and underground utilities, existing driveway locations, existing landscaping, existing street lighting and other lighting within or adjacent to the Project Area. The CONSULTANT will coordinate with Florida Power &

Light ("FPL") to determine the suitability of the existing and future poles to be fitted with streetlights, and the ability to add additional utility poles for street lighting purposes, as well as the availability of electric service for the streetlights. A mandatory field meeting with FPL representatives shall be conducted to make these and other required assessments and determinations.

- 1.1.2 The CONSULTANT shall conduct a photo metric alighting analysis of the existing section configurations using the General Electric's Aladan program, Version 2002.2.1 (or the most recent version) to determine the most suitable design for the Project. Copies of the Aladan results shall be provided to the TOWN. In preparing the design, the CONSULTANT shall use at a minimum, the following criteria:
  1. Mounting height;
  2. Light fixture placement; (bracket arm length in conjunction with pole setback);
  3. Light fixture equipment (wattage, cut-off features, IES curve, etc.);
  4. Light pole spacing;
  5. Lighting criteria (initial illumination, uniformity ratios, etc.)
- 1.1.3 The CONSULTANT shall prepare a preliminary lighting layout that must include the placement of the proposed lights and light poles designed so that the layout conforms with delighting criteria of Palm Beach County and avoiding negative impacts on existing facilities, including but not limited to, overhead and underground utilities, drainage, driveways, landscaping.
- 1.1.4 The CONSULTANT shall conduct design meetings and progress meeting with TOWN staff and will review and explain the results of the photometric analysis, the general layout of the street lighting system being proposed, and any other issues relevant to the Project.
- 1.1.5 The CONSULTANT shall prepare preliminary plans depicting the general location of all proposed and existing street lights and other improvements in the Project area. These plans shall include general pole locations, with spacing dimensions and measurements and indicating spacing and/or stationing and offset from the centerline. Lumina ire size and mounting height shall also be shown on the plans. The plans shall include a pole data sheet that contains the following minimum specifications: (1) the pole number, (2) pole station, (3) the distance offset from the baseline, (4) a summary of the number and type of poles, luminaries, brackets, (5) a legend. The manufacturer's specifications and instructions shall be provided for all materials and equipment proposed. The Plans (sheets) shall be prepared on 11" x 17" sheets at 1" = 40' scale with approximately 600' of roadway construction shown on each sheet. The Project drawings

shall consist of the minimum following sheets:

Sheet No. 1 Drawing No.: L-1 Cover Sheet with Title & Vicinity Map  
Sheet No. 2 Drawing No.: L-2 Pole Data Table, legend, Details  
Sheet No. 3 Drawing Nos.: L-3 to L-6 Preliminary Lighting Plans

1.1.6 All rights in data, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this CONTRACT, shall be the sole and exclusive property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the CONSULTANT. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this CONTRACT.

## **2. TERM AND PERIOD OF PERFORMANCE**

2.1 The term of this CONTRACT shall commence on the date this CONTRACT is approved by the Town Commission and executed by the Mayor ("Contract Commencement Date"). The CONSULTANT shall complete the Project within ninety (90) days after a Notice to Proceed is issued by the TOWN. The Preliminary Approximate Progress Schedule:

Notice to Proceed Issue:	Sept. 1, 2007
Site Visit and Research Commence:	Sept. 1, 2007/Complete: Sept. 15, 2007
Meetings with FPL Commence:	Sept. 1, 2007/Complete Sept. 29, 2007
Photometric analysis Commence:	Sept. 29, 2007/Complete Oct. 13, 2007
Preliminary Plans Commence	Oct. 13, 2007/Complete Oct. 27, 2007
Progress Meeting Commence	Oct. 27, 2007/Complete Nov. 3, 2007
Respond to Comments Commence	Nov. 3, 2007/Complete Nov. 17, 2007
Submit final plans Commence	Nov. 17, 2007/Complete Dec. 1, 2007

2.2 The parties agree that time is of the essence in the performance of each any every obligation under this CONTRACT.

## **3. CONSIDERATION AND EXPENSES**

- 3.1 Invoices shall be submitted by the CONSULTANT to the TOWN on a monthly basis. The TOWN shall have the right to withhold payment of an invoice due to errors or discrepancies in the invoice and/or a failure of the CONSULTANT to timely or properly perform any stage or portion of the work of the Contract. Payment of approved invoices will be made by the TOWN within thirty days of the TOWN's approval of the invoice. The following hourly rates, which shall not be changed during the Contract term. For the Project to be completed on a time-charge basis billing shall be based on the hours actually expended by CONSULTANT's personnel, multiplied by the following hourly rates, but in no event shall the cost for the Project exceed Six Thousand and Seven Hundred and Sixty-One Dollars and Seventeen Cents (\$6761.17):

**ENGINEERING**

Senior Engineer	\$139.09
Project Manager	\$148.51
Project Engineer	\$108.00
Engineer	\$ 89.25
Engineering Technician	\$ 65.49

- 3.2 Reimbursable expenses. CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the Project, at the following costs:

Photometric Analysis (8.5" x 11") @ 9 sets/10 sheets per set = 90 units @ \$0.10 per unit = Total Cost \$9.00

Correspondence (8.5" x 11") @ 1 set, 200 units @ \$0.10 per unit = Total Cost \$20.00

Plans review (11" x 17") @ 12 sets/6 sheets per set = 72 units @ \$0.20 per unit = Total Cost \$14.40

Plans submittal (11" x 17") @ 3 sets/6 sheets per set = 18 units @ \$0.20 per unit = Total Cost \$3.60

Mylar submittal – No Charge

Overnight shipping; Actual cost. Submit bill for reimbursement.

The CONSULTANT shall not charge for facsimile transmittal, travel time, or telephone calls. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes with regard to per diem and

traveling expenses. Identifiable communication expenses, reproduction costs, sub-consultant fees, overnight deliveries and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost. Prior to expending these expenses, CONSULTANT shall provide notice that an expense may be incurred.

- 3.4 The CONSULTANT represents and warrants to the TOWN that these rates are the actual billing rates charged to other governmental agencies and the rates shall remain in effect for a period of one year from the date of CONTRACT execution. Under no circumstances shall the CONSULTANT be paid for travel to and from the TOWN or for any other travel associated with the work of this Contract.
- 3.5 Pursuant to Section 287.055(5)(a), Florida Statutes, signature of this CONTRACT by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONSULTANT agrees that the TOWN may adjust the consideration for this CONTACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this CONTRACT.
- 3.6 Requests for Additional Services. The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the TOWN, CONSULTANT agrees to perform additional services hereunder, the TOWN shall pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on the hourly fee established herein, plus reimbursable expenses incurred by CONSULTANT, unless a lump sum addendum to this Agreement is executed by the parties to this Agreement addressing the additional services.

#### **4. EQUAL OPPORTUNITY/MBE PARTICIPATION**

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.

#### **5. INVOICING AND PAYMENT**

- 5.1 The CONSULTANT'S invoices shall be sent to the following address:

Town of Lake Park  
Town Manager  
545 Park Avenue  
Lake Park, FL 33403

- 5.2 The CONSULTANT shall bill the TOWN on a monthly basis. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the TOWN, and provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT to the satisfaction of the TOWN.

## **6. INDEMNIFICATION AND INSURANCE**

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, including the Town Commission, elected and appointed officials, representatives and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 6.2 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverages and minimum limits of liability:
- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors.
  - b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
  - d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of CONSULTANT.
- 6.3 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONSULTANT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that any subcontractors are adequately insured or covered under their policies.
- 6.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 6.5 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+ to A+.
- 6.6 The required general liability and workers compensation insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- 6.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the CONTRACT by the CONSULTANT and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and



interest of the CONSULTANT shall thereupon cease and terminate.

## **7. TERMINATION/REMEDIES**

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have seven (7) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the seven (7) day time period.
- 7.2 The TOWN may terminate this CONTRACT at any time for convenience upon thirty (30) calendar days prior written notice to the CONSULTANT. The performance of work under this CONTRACT may be terminated by the TOWN in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

## **8. STANDARDS OF COMPLIANCE**

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither he nor any of his suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public

entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

- 8.3 The CONSULTANT shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further, the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment,

lien, or any form of indebtedness.

## **10. RECORDS RETENTION/OWNERSHIP/AUDIT**

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT's failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT, which are associated with this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

## **11. CONFLICTS**

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business, which provides consulting services to multiple clients including other governmental entities. Further, the TOWN, recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Commission, provided

CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

## **12. GENERAL PROVISIONS**

- 12.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT shall otherwise remain in effect.
- 12.2 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
- 12.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.5 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain

operable, enforceable and in full force and effect to the extent permitted by law.

- 12.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 12.7 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

**TOWN OF LAKE PARK, FL**

ATTEST:

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

By: \_\_\_\_\_  
Paul Castro, Mayor

(TOWN SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

**CONSULTANT:**

**ERDMAN ANTHONY OF FLORIDA, INC.**

BY:   
Dana I. Gillette, P.E., ASM  
Principal Associate



**Department of Engineering  
and Public Works**

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



**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

**County Administrator**

Robert Weisman

December 14, 2007

Patrick Sullivan  
Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

Re: Street Lighting for Silver Beach Road from Avenue S to  
Congress Avenue

Dear Mr. Sullivan

Enclosed please find a fully executed original of the Agreement  
for your records. Please reference Resolution No. R2007-2154.

Any questions regarding this issue, please call me at 561-684-  
4018.

Sincerely,

A handwritten signature in cursive script that reads "Owen Miley".

Owen Miley  
Special Projects Coordinator

OM:cp

Attachment (1)

C:\Documents and Settings\cpanos\My Documents\Silver Beach Original Agrmt  
dec.14.doc

*"An Equal Opportunity  
Affirmative Action Employer"*

**REIMBURSEMENT AGREEMENT  
WITH PALM BEACH COUNTY AND  
THE TOWN OF LAKE PARK  
FOR THE INSTALLATION OF STREET LIGHTING  
ON SILVER BEACH ROAD FROM AVENUE 'S' TO CONGRESS AVENUE**

**R2007-2154**

**THIS REIMBURSEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of ~~DEC 04 2007~~, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE TOWN OF LAKE PARK**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

**WITNESSETH:**

**WHEREAS**, the **TOWN** is undertaking the installation of street lighting along Silver Beach Road within the **TOWN** limits hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **IMPROVEMENTS** include the design, installation, operation, and maintenance of street lighting within the **TOWN** limits; and

**WHEREAS**, the **COUNTY** believes that the **IMPROVEMENTS** to this street serve a public purpose in the enhancement and safety of the **TOWN** and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)** and

**WHEREAS**, after the installation of the **IMPROVEMENTS**, the **TOWN** will be responsible for the subsequent maintenance of the **IMPROVEMENTS**.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **TOWN** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)**.
3. The **COUNTY** agrees to reimburse the **TOWN** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **TOWN'S** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to

the **TOWN** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **TOWN** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **TOWN** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **TOWN** shall furnish to the **COUNTY'S** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **TOWN**. Said information shall list each invoice payable by the **TOWN** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **TOWN** shall attach a copy of each vendor invoice paid by the **TOWN** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **TOWN'S** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **TOWN** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The **TOWN** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. The **TOWN** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than November 30, 2009, and the **COUNTY** shall have no



obligation to the **TOWN** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law; the **TOWN** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **TOWN'S** negligence in connection with this Agreement or the performance by the **TOWN** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

11. The **TOWN** shall, at all times during the term of this Agreement, maintain appropriate insurance.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **TOWN** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

13. The **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- b. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

14. In the event of termination, the **TOWN** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **TOWN**; and the **COUNTY** may withhold any payment to the **TOWN** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

15. The **TOWN'S** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

16. The **COUNTY** and **TOWN** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

17. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
P.O. Box 21229  
West Palm Beach, Florida 33416-1229

AS TO THE CITY

The Town of Lake Park  
Mr. Patrick Sullivan  
Community Development Director  
535 Park Avenue  
Lake Park, Florida 33403

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.

20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

21. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

22. Each party agrees to abide by all laws, orders, rules and regulations and the TOWN will comply with all applicable governmental codes during the IMPROVEMENTS.

23 Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

24. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

25. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

R2007.2154  
DEC 04 2007

THE TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA, BY IT'S  
BOARD OF COUNTY COMMISSIONERS

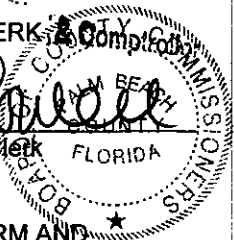
By: *Paul West*  
Mayor

By: *Addie L. Greene*  
Chair  
Addie L. Greene

ATTEST:  
TOWN OF LAKE PARK  
SEAL

ATTEST:

By: *Vivian Mendez*  
City Clerk

SHARON R. BOCK, CLERK  SHARON R. BOCK  
By: *Nancy Powell*  
Deputy Clerk  
FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
City Attorney

By: *[Signature]*  
Assistant County Attorney

Date: Sept. 12, 2007

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*

Date: 10/26/07

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACT PAYMENT REQUEST**

Exhibit A

\_\_\_\_\_  
(PROJECT)

Grantee \_\_\_\_\_ Request Date \_\_\_\_\_

Billing # \_\_\_\_\_ Billing Period \_\_\_\_\_

**PROJECT PAYMENT SUMMARY**

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	_____	_____	_____

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

**PBC USE ONLY**

County Funding Participation	\$ _____
Total Project Costs	\$ _____
Total Project Costs to Date	\$ _____
County Obligation to Date	\$ _____
County Retainage (___%)	(\$ _____)
County Funds Previously Disbursed	(\$ _____)
County Funds Due this Billing	\$ _____

Reviewed and Approved by: \_\_\_\_\_  
PBC Project Administrator/Date

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

\_\_\_\_\_ (PROJECT)

Grantee \_\_\_\_\_ Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_ Billing Period \_\_\_\_\_

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			<b>TOTAL</b>	_____

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

\_\_\_\_\_  
Administrator/Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

\_\_\_\_\_  
Financial Officer/Date

# TAB 6

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

Meeting Date: **January 16, 2008**

Agenda Item No. **Tab 6**

- PUBLIC HEARING**
- Ordinance on Second Reading
- Public Hearing**

- RESOLUTION**
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

**SUBJECT:** Resolution approving amendments to Land Development Application Fee Schedule.

**RECOMMENDED MOTION/ACTION:** Motion to Adopt Resolution and approve amended Land Development Application Fee Schedule.

Approved by Town Manager *H. Davis*

Date: *1/10/07*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Revised Fee Schedule Resolution</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney <b>KER12/27/07</b> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input checked="" type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:** The Community Development Department has determined that some land development application review fees were not included in the Land Development Application Fee Schedule, which was previously adopted by the Town Commission. Consequently, Town staff has recommended that certain additional fees be added to the Fee Schedule that were previously not included, such as fees for the review of applications for tree removal, siting of telecommunication towers and facilities, minor re-plats, and special events permits. In addition, to date the Town has not imposed a charge for the review of applications for special Certificates of Appropriateness ("COA") to be decided by the Town's Historic Preservation Board. COA's are labor intensive, and require legal as well as Town staff and Historic Preservation Board review. In light of the substantial benefit derived by the Town through historic preservation, Town staff has recommended that the Town Commission implement a means by which the Town can recover some of the costs associated with staff review of applications for COA. As a result, Town staff is recommending that a COA application fee in the amount of \$100.00 be added to the Fee Schedule. This \$100.00 application fee is considerably lower than the average land development application fee, which ranges between \$550.00 and \$1,000.00, for those kinds of applications which require a final quasi-judicial hearing before at least one Board and/or the Town Commission.



**RESOLUTION NO. 05-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA  
ADOPTING AN AMENDED SCHEDULE OF FEES  
FOR LAND DEVELOPMENT ORDER  
APPLICATIONS; PROVIDING FOR  
SEVERABILITY; 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 previously adopted Resolution No. 53-08-07, pursuant to which the Town Commission established a Schedule of Fees that the Town charges for the review and processing of applications for land use and development orders; and

**WHEREAS**, Town staff has recommended that the amended Schedule of Fees as set forth in **Exhibit “A”** attached hereto, and incorporated herein by reference, be adopted to increase certain fees for land development applications.

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

**Section 1.** The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

**Section 2.** The Town Commission hereby adopts the amended Schedule of Fees as contained in **Exhibit “A”** attached hereto and incorporated herein by reference.

**Section 3.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**Section 4.** This Resolution shall take effect immediately upon passage.

**EXHIBIT "A"**

<b><u>SECTION I</u></b>		
<b><u>DEVELOPMENT REVIEW PERMIT FEE SCHEDULE</u></b>		
<b>No.</b>	<b>TYPE OF FEE</b>	<b>FEE</b>
1	Abandonment of rights of way	\$1500.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$600.00
4	Comprehensive Plan amendment	\$1250.00
5	Comprehensive future land use map change	\$1250.00
6	Development of Regional Impact	\$3000.00
	c. Annual report review	\$500.00
7	Development Approval extension	\$1000.00
8	Developer Agreements	\$1500.00
9	Planned Unit Development	
	a. Master Plan approval	\$1750.00
	b. Modification to an approved Master Plan	\$750.00
10	Site Plan, nonresidential	
	a. 0 – 14999 square feet	\$1000.00
	c. Greater than 14999 square feet	\$1500.00
11	Site Plan residential	
	a. Base fee	\$750.00
	b. Additional fee, greater of 10.00 per dwelling unit or lot	\$10.00 per unit
12	Special Exception, nonresidential	
	a. 0—14999 square feet	\$750.00
	c. Greater than 14999 square feet	\$1250.00

13	Special Exception, residential	
	a. 0—14999 square feet	\$750.00
	c. Greater than 14999 square feet	\$1250.00
14	Variance, nonresidential	\$750.00
15	Variance, residential principal structure	\$550.00
16	Vegetation removal and land clearing permit	\$500.00
17	Zoning code text amendment	\$1250.00
18	Zoning map amendment	\$1250.00
19	Zoning determination letter	\$50.00
20	Engineering plan review	\$125.00
21	Zoning Confirmation Certificate	<del>\$50.00</del> <sup>35</sup>
22	Home Occupation	\$50.00
<u>23</u>	<u>Special Event Permit (non-profit)</u>	<u>\$25.00</u>
<u>24</u>	<u>Special Event Permit (commercial entity)</u>	<u>\$75.00</u>
<u>25</u>	<u>Minor Replat</u>	<u>\$500.00</u>
<u>26</u>	<u>Tree Removal</u>	<u>\$50</u>
<u>27</u>	<u>Telecommunications Tower Pre-application Permit</u>	<u>\$250</u>
<u>28</u>	<u>Telecommunications Tower/Co-Location Application</u>	<u>\$1,000</u>
<u>29</u>	<u>Certificate of Appropriateness (Historic Preservation)</u>	<u>\$100</u>
<u>30</u>	<u>Site Plan or Development Approval Amendment</u>	<u>\$250</u>

**Recovery of additional costs.** In addition to the afore-stated development review (application) fees, the Town may, in addition to the applicable land development order application fee, recover the costs referenced below, including, but not limited to, the following:

(1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.

(2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application for a development order, and the preparation and/or review of legal documents.

(3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.

(4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.

(5) The minimum cost deposit shall be \$800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

# TAB 7

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

Meeting Date: 1/16/08

Agenda Item No. Tab 7

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

**SUBJECT:** Resolution to accept the Florida Inland Navigation District Grant in the amount of \$205,000 for the replacement of the Lake Shore Park Seawall and providing the required matching funds from the Town.

**RECOMMENDED MOTION/ACTION:** Approve attached resolution.

Submitted by Finance Director Anne M. Costello Date: 1/9/08

Approved by Town Manager H. Davis Date: 1/9/08

<b>Originating Department:</b> Finance	Costs: \$  Funding Source: Capital Projects Fund Acct. # 302-	<b>Attachments:</b> Copy of Resolution
<b>Department Review:</b> <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> <b>Finance</b> <u>AMC</u> <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<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 _____  Please initial one.

**Summary Explanation/Background:**

At the regular Town Commission meeting of February 21, 2007 Resolution No. 10-02-07 was adopted authorizing the Town to apply for financial assistance from the Florida Inland Navigation District (FIND) Funding Assistance Program for the replacement of the Lake Shore Park seawall. The Town also agreed to provide the necessary matching funds for this project. The Town was awarded this grant in October. FIND will reimburse the Town for 49% of the costs incurred not to exceed \$205,000. The funds for the Town match were not specified in the resolution at that time.

It is recommended that the funds remaining in the Capital Projects Fund be designated for this project. These funds are the remainder of the bond proceeds and proceeds from the sale of the Fire Department facility to the County. Since the original purpose of the bonds included the restoration of Lake Shore Park, it would be appropriate to utilize them for the completion of the seawall and surrounding area.

**RESOLUTION NO. 07-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ACCEPTING A GRANT FROM THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF \$205,000.00, FOR THE PROJECT ENTITLED THE “LAKE SHORE PARK SEAWALL REPLACEMENT” AND WHICH HAS BEEN ASSIGNED FIND GRANT NUMBER: PB-LP-07-124; WITH SAID GRANT FUNDS TO BE USED FOR THE DEMOLITION AND REPLACEMENT OF THE REMAINING OLD SEAWALL AT LAKE SHORE PARK FOR THE PERIOD OF OCTOBER 15, 2007 THROUGH SEPTEMBER 1, 2009; AND APPROPRIATING FUNDS IN THE AMOUNT OF \$214,000 FROM THE CAPITAL PROJECTS FUND #302 TO SATISFY THE REQUIRED TOWN MATCH; 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**, at its February 21, 2007 meeting, the Town of Lake Park authorized the Town to apply for financial assistance from the Florida Inland Navigation District (FIND) funding assistance program; and

**WHEREAS**, the Town Commission agrees to provide matching funds for 51% of the project in the amount of \$214,000; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the citizens of the Town of Lake Park to execute the Project Agreement with the Florida Inland Navigation District; and

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

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

**Section 2.** The Town Commission hereby authorizes the Mayor to execute the Project Agreement with the Florida Inland Navigation District.

**Section 3.** This Resolution shall become effective immediately upon adoption.



# TAB 8

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

Meeting Date: 1/16/08

Agenda Item No. *Tab 8*

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

**SUBJECT:** Town contribution to the Retired Police Officers' Pension Fund.

**RECOMMENDED MOTION/ACTION:** Authorize the Finance Director to remit the required Town contributions for fiscal years ending September 30, 2006 and September 30, 2007.

Submitted by Finance Director *Anne M. Costello* Date: *1/10/08*

Approved by Town Manager *W. Davis* Date: *1/10/08*

<b>Originating Department:</b> Finance	Costs: \$ 25,727.00  Funding Source: General Fund Contingency Acct. # 001-51-589-900-99901	<b>Attachments:</b> None
<b>Department Review:</b> <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> <b>Finance</b> _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<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 _____:  Please initial one.

**Summary Explanation/Background:**

At the June 4, 2007 meeting of the Retired Police officers' Pension Fund, The annual actuarial valuation for the fund was presented to the board. The actuary determines the contribution required by the Town to keep the plan sound. Mr. Doug Lozen, the actuary, reported that the Town should add \$7,959 in contributions for the fiscal year ending September 30, 2006, with an additional contribution of \$17,768 for the fiscal year ending September 30, 2007. The increase in required funding is directly related to corresponding increases in the administrative expense for the plan, resulting from the settled litigation with a former member. The investment performance, mortality experience and administrative expenses are the primary influences that drive the contributions required by the Town each year.

Funds for these contributions were not included in the current year adopted budget and should be approved from the General Fund Contingency account. Future contributions will be addressed during the budget process.

# TAB 9

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 9*

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

**SUBJECT:** Set date for 2008 Lake Park Fireworks Festival.

**RECOMMENDED MOTION/ACTION:** Direct staff to present the Lake Park Fireworks Festival on Saturday June 28<sup>th</sup>, 2008.

Approved by Town Manager *W. J. Davis* Date: *1/10/08*  
*G. J. Dooling* / Director Parks & Rec. *1-7-08*  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  <b>Parks &amp; Recreation</b>	Costs: \$ 0  Funding Source:  Acct. #	<b>Attachments:</b>
Department Review: <input checked="" type="checkbox"/> Parks & Recreation <i>GD</i> <input type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<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 _____:  Please initial one.

**Summary Explanation/Background:** For the past twelve years at the direction of the Town Commission, the fireworks festival has been held the weekend before July 4<sup>th</sup>. Having this event a week early is an advantage for us in that we are not competing with other local communities for spectators or entertainment, so the event attracts more people, and our entertainment costs are less.

# The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

## Public Notice

Town of Lake Park, FL

Request For Proposals

**Saturday, June 28, 2008 - 9:00pm**

Fireworks Display

Sealed proposals will be received by the Town of Lake Park, Florida at the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, until 5:00 p.m., E.S.T., Wednesday, February 27, 2008. Proposals may not be faxed. All proposals must be sealed and also clearly labeled as a fireworks proposal on the front cover. Sealed bids will be opened in Lake Park Town Hall at 10:00 a.m. on Thursday, February 28, 2008.

Proposal shall be limited to a dollar amount of \$10,000.00 for the fireworks and a reasonable cost for a barge. All proposals shall provide for the following:

- 1) Fireworks
- 2) Number, size and description of each display. **NOTE: Size not to exceed 6 inch shells!**
- 3) Shipping
- 4) Storage
- 5) Tools for Shooting the Display
- 6) Liability Insurance Coverage
- 7) Services of trained pyrotechnicians
- 8) Show will be not more than 25 minutes in length
- 9) The cost for a barge and costs associated with a Intracoastal Waterway display
- 10) And any other pertinent information

Bid winner will be responsible for acquiring all permits, bonds complying with Chapter 791 Florida State Statutes, and must adhere to all requirements of NFPA - 1123, 1990 Edition (Public Display of Fireworks).

The Town reserves the right to reject any and all bids and to waive any informality in any proposal. The Town also reserves the right rescind its request for proposals at any time.

Greg Dowling  
Director Parks & Recreation  
Town of Lake Park  
561-881-3338

*Department of Parks and Recreation*

*535 Park Avenue, Lake Park, Florida 33403 • (561) 881-3338 • Fax: (561) 881-3314*

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

# TAB 10

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

Meeting Date: January 16, 2008

Agenda Item No. Tab 10

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

**SUBJECT:** Ordinance adopting a Small Scale Amendment to the Town's Comprehensive Plan to change the Future Land Use Designation for three parcels of real property generally located at the corner of 10<sup>th</sup> Street and Silver Beach Road and totaling 1.384 acres of land from "Residential Medium Density" to "Commercial" on the Town's Future Land Use Map ("FLUM").

**RECOMMENDED MOTION/ACTION:** Motion to approve the Ordinance on first reading.

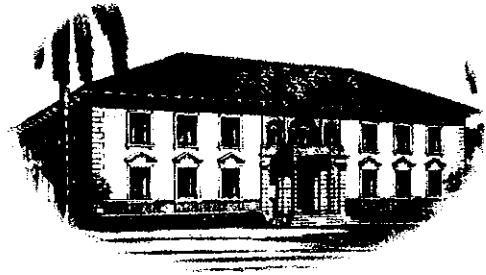
Approved by Town Manager *W. Davis* Date: 12/13/07

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Staff Report</b>
Department Review: [x] Town Attorney KER 1120507 [ ] Community Affairs [X] Community Development	[ ] Finance [ ] Fire Dept [ ] Library [ ] PBSO	[ ] Personnel [ ] Public Works [ ] Town Clerk [ ] Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ [ ] 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 _____ Please initial one.

**Summary Explanation/Background:** Twiggs Learning Tree Child Care & Kindergarten, Inc. ("Kindergarten"), is located on the Northeast Corner of 10<sup>th</sup> Street and Silver Beach Road and covers Lots 17-



32 inclusively. The entire property is comprised of 60,320 sf (1.384 acres), and is zoned R-2. The current Future Land Use Designation for the property pursuant to Town's Comprehensive Plan is "Residential." Although the R-2 zoning district regulations contained in Town Code Section 78-67 permit private kindergarten uses under the permitted "school" land use, the Town's "Residential" Future Land Use Designation under the Comprehensive Plan does not allow for any other land uses other than residential in areas designated "Residential" on the FLUM. Therefore, any expansion of this existing non-residential school use does not conform to, or comply with, with the Town's Comprehensive Plan and the Town is prohibited for issuing any kind of development order for this property if used for commercial purposes. The requested amendment of the FLUM with respect to this property from a "Residential" to "Commercial" Future Land Use Designation will legitimize the existing kindergarten land use under the Plan, and enable the property owners to proceed with their proposed redevelopment of the property.



**Town of Lake Park  
Community Development Department**

Date: 12-06-07

**To: TOWN COMMISSION**

**Re: Application of Twiggs Learning Tree Child Care & Kindergarten, Inc., for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Designation on the Town's Future Land Use Map ("FLUM") for the subject property from "Residential" to "Commercial".**

**P&Z RECOMMENDATION: APPROVAL of the proposed amendment to the Future Land Use Designation on the FLUM for the subject property from "Residential" to "Commercial".**

Twiggs Learning Tree Child Care & Kindergarten, Inc. ("Applicant" or "Kindergarten"), is located on the Northeast Corner of 10<sup>th</sup> Street and Silver Beach Road ("property"), Lots 17-32 inclusively. The Kindergarten is comprised of an existing building used for child care on Lots 24, 25, and 26, and the Applicant is proposing to expand the Kindergarten into a four-unit residential building currently located on Lots 27, 28, and 29. Lots 31 and 32 have already been cleared and will be used as a parking area for this business.

The entire property is comprised of 60,320 sf (1.384 acres), and is zoned R-2. Pursuant to Town Code Sections 78-2 and 78-66(1)(d), "schools" including public and private kindergartens, are permitted uses in the R-2 Zoning District, and therefore the kindergarten use on the property is permitted under the Town's Zoning Code. The kindergarten use is not permitted under the Town's Comprehensive Plan because the Future Land Use Designation for the property on the Town's Future Land Use Map ("FLUM") is "Residential" and the Town's Comprehensive Plan does not allow uses other than residential uses in areas designated "Residential". Policy 1.4 states that "Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for commercial land use intensities as indicated below:

- a. Location shall be in accordance with the Future Land Use Map. **Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use map.**  
(Emphasis added).

Based upon the foregoing, any expansion of the non-residential (kindergarten) use on this R-2 zoned property is not in compliance with the Comprehensive Plan, and the Town is unable to issue any

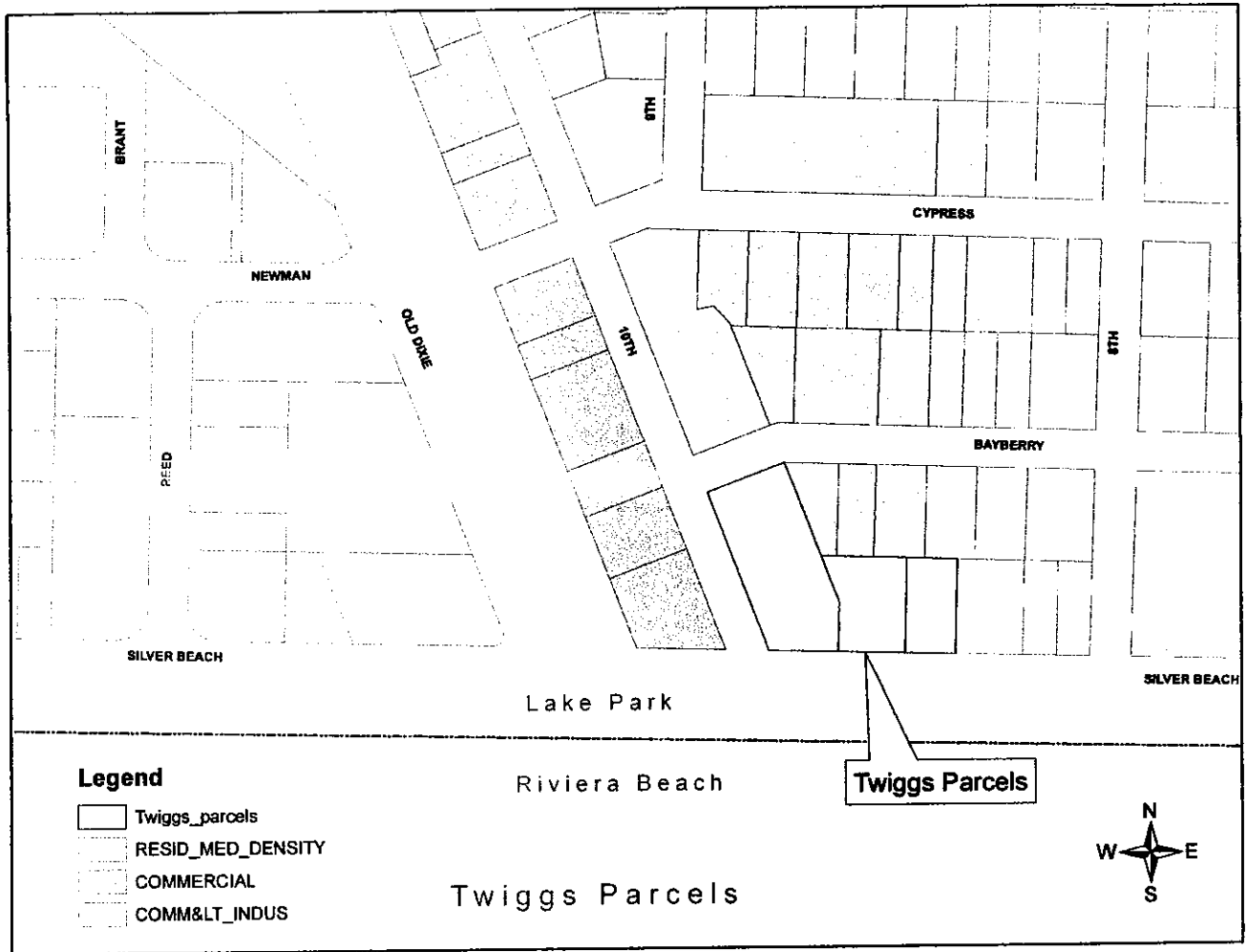
development orders for the further development of the property as a commercial use under the current Comprehensive Plan.

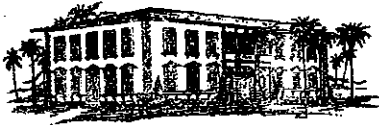
In summary, the Town's Zoning Code allows a kindergarten use in the R-2 Zoning District, while the Comprehensive Plan does not. The same is true for the R-1B, R-1, R-2A, and R-3 Zoning Districts. (See Town Code Sections 78-63 through 78-67). These inconsistencies must be addressed because the text of the Town's Zoning Code has led, and will continue to lead persons into believing that schools as the term "school" is defined in Section 78-2, including kindergartens and child care facilities and other similar uses, are permitted in a majority of the Town's residential zoning districts.

In order for the Applicant to proceed with the proposed building modifications and to legitimize the kindergarten or "school" use under the Town's Comprehensive Plan, the Applicant has submitted an application ("Application") for a small-scale Comprehensive Plan Amendment to amend the Town's Future Land Use Map ("FLUM") to change the land use designation for the small 1.384 acre parcel currently designated as "Residential Medium Density" to "Commercial". If approved, the proposed "Commercial" Land Use Designation will be consistent with the commercial land use designation for the real property to the west of the subject property (across Tenth street) and the property to the south (across Silver Beach road in the City of Riviera Beach ). The Amendment will also allow an existing, community-serving use to continue in a community where it is much needed.

The proposed FLUM amendment to change the Land Use Designation for the property to "Commercial" will not adversely impact public facilities since the kindergarten (school) use is existing. Any modifications or expansions of the property subsequent to the approval of the pending Application, will require additional Community Development review in accordance with the requirements of the Town Code.

The Applicant's request for a small-scale Comprehensive Plan FLUM Amendment to change the Land Use Designation for the subject property from "Residential Medium Density" to "Commercial" has been submitted to the Town Commission for review and approval. The proposed FLUM Amendment requires legal notice and a public hearing and has been properly advertised. Town staff and the Town's Planning & Zoning Board have recommend that the Town Commission **APPROVE** this Application.





# THE TOWN OF LAKE PARK

## APPLICATION FOR LAND USE AMENDMENT

Please note: The requirements for Land Use Amendment to the Comprehensive Plan are governed by S.163.3187(1)©, F.S. The process is governed by S.166.041(3)(c), F.S.

Date: Received by Town of Lake Park: 10/11/07

This application must be completed and returned with all required enclosures to be accepted by the Town Commission of the Town of Lake Park. The application will then be referred to the Town Planning and Zoning Board and the Town Staff for study and recommendations.

(Please Print) Twiggs Learning Tree Child Care & Kindergarten, Inc.  
 Name of Applicant: Edward & Eunice Twiggs, Owners  
 Name of Agent (if applicable): William R. Upthegrove, Architect  
 (Required to attach Town of Lake Park Agent Authorized Form)  
 Mailing Address: 704 Summerwinds Lane  
 (This is the address to which all letters, agendas and other materials will be sent)  
 City Jupiter State Fla. Zip Code 33458  
 Telephone 561/747 5880 Fax 561/744 6316  
 Legal Description of property covered by petition: Lot 17 thru 32  
 Block 48 Plat Kelsey City (Attach separate sheet if necessary)  
 Property I.D. Number \_\_\_\_\_  
**36-43-42-20-01-048-0170      36-43-42-20-01-048-0300      36-43-42-20-01-048-0270**

### GENERAL INFORMATION ABOUT PROPERTY AND REQUEST

1. Size of property (square feet or acreage): 60,320 Sq. Ft. (1.384 acres)
2. Highway and street boundaries or address: N.E. Corner of 10<sup>th</sup> St. & Silver Beach Road
3. Existing Comprehensive Plan Use Classification: Residential, Medium Density
4. Requested Comprehensive Plan Land Use Classification: Commercial
5. Existing Zoning District Classification: R-2
6. Describe any structure or uses currently located on the property: \_\_\_\_\_  
Parcel contains an existing Child Care Facility on \_\_\_\_\_  
Lots 24, 25 & 26 and a proposed Child Care \_\_\_\_\_  
Facility in an existing building on lots 27, 28 & 29.

THE INFORMATION/ENCLOSURES LISTED ON THE FOLLOWING PAGE(S) MUST BE SUBMITTED IN CONJUNCTION WITH THIS APPLICATION.

- 7. Specific information on requested zoning change.
  - Map showing property subject to this application
  - List of Names and mailing address of property owners within 300 feet to the property subject to this application
  - Notarized affidavit of owner authorizing applicant to act as his/her agent to submit application for rezoning.
  
- 8. Applicant's statement of explanation needs and reasons for the requested changes:  
**As the Town of Lake Park's Land Use designation in the Comprehensive Plan is in conflict with the Towns Zoning Code it requires an amendment from residential to commercial to allow the applicant to convert an existing 4 unit residential building into a Child Care Facility in accordance with the present Zoning Code.**
- 9. Applicant's response to the following: (Attach additional sheets as necessary)

**It is suggested that applicants schedule a meeting with the Community Development Director to discuss the information needed to satisfy these issues.**

- a. That the requested change would not have an adverse effect on the comprehensive plan.

**SEE ATTACHED**

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- b. That the requested change is consistent with the existing land use pattern:

**SEE ATTACHED**

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- c. That the requested change will not result in an increase or overtaxing of public facilities (schools, streets, utilities, etc.). Acceptable documentation may include, but not be limited to, traffic impact studies, concurrency reviews, letters from service providers indicating the availability of capacity, etc.

**SEE ATTACHED**

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d. That the requested change will not adversely impact public safety:

**SEE ATTACHED**

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e. That the requested change will not adversely impact living conditions in the neighborhood or other surrounding areas:

**SEE ATTACHED**

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f. That there are substantial reasons why the property cannot be used in accord with existing land use designation:

**SEE ATTACHED**

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g. Whether or not the requested change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

**SEE ATTACHED**

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10. Provide an economic cost benefit analysis comparing present land use to proposed land use.  
Use maximum build out for present land use and proposed build out for proposed land use.

**N.A.**

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TWIGGS LEARNING TREE CHILD CARE & KINDERGARTEN, INC. , AS OWNER, REQUESTS A LAND USE AMENDMENT FOR LOTS 17 THRU 32, BLOCK 48, PLAT OF KELSEY CITY, LAKE PARK, FLORIDA. THE PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF TENTH STREET AND SILVER BEACH ROAD AND IS COMPRISED OF AN EXISTING CHILD CARE BUILDING AND A PROPOSED CHILD CARE IN AN EXISTING FOUR UNIT RESIDENTIAL APARTMENT BUILDING.

THE ENTIRE PROPERTY IS COMPRISED OF 60,320 SQ. FT. (1.384 ACRES). THE PROPERTY IS NOW ZONED R-2, WHICH BY THE PRESENT ZONING CODE ALLOWS A CHILD CARE FACILITY BY SPECIAL EXCEPTION. THIS IS IN CONFLICT WITH THE PRESENT COMPREHENSIVE PLAN WHICH STATES THAT THERE SHALL BE NO COMMERCIAL USES IN RESIDENTIAL ZONES.

IN CONSIDERATION OF THE CRITERIA FOR LAND USE AMENDMENTS, TWIGGS LEARNING TREE CHILD CARE & KINDERGARTEN OFFERS THE FOLLOWING:

*THE REQUESTED CHANGE WILL NOT HAVE AN ADVERSE EFFECT ON THE COMPREHENSIVE PLAN.*

THE REQUESTED CHANGE FROM RESIDENTIAL, MEDIUM DENSITY, TO COMMERCIAL WILL ASSIGN A BETTER LAND USE FOR THE EXISTING AND PROPOSED CHILD CARE FACILITY. THE PROPOSED MASTER PLAN OF THE PROPERTIES PRESENTS A COHESIVE DEVELOPMENT FOR THE PROPERTIES AND A CLEANER LOOK AS ONE VERY OLD AND QUESTIONABLE STRUCTURAL CONDITION BUILDING HAS BEEN DEMOLISHED. THE REQUEST OF LAND USE CHANGE TO COMMERCIAL WILL HAVE A POSITIVE EFFECT ON THE LAND USE'S REFLECTION OF THE TRUE USE OF THE PROPERTY.

*THE REQUESTED CHANGE IS CONSISTENT WITH THE EXISTING LAND USE PATTERN.*

THE PROPOSED LAND USE OF COMMERCIAL WILL RESULT IN THE PROPERTIES BEING CONSISTENT WITH THE COMMERCIAL USE OF PROPERTIES TO THE WEST (ACROSS TENTH ST.) AND TO THE SOUTH (ACROSS SILVER BEACH ROAD).

*THE REQUESTED CHANGE WILL NOT RESULT IN AN INCREASE OR OVERTAXING OF PUBLIC FACILITIES (SCHOOLS, STREETS, UTILITIES, ETC.).*

THE REQUESTED LAND USE CHANGE DOES NOT ADVERSELY EFFECT PUBLIC FACILITIES SINCE IT REPRESENTS A FORM OF CORRECTIVE CHANGE TO THE ACTUAL USE OF THE PROPERTY FROM A MEDIUM DENSITY RESIDENTIAL TO THE LOW USE COMMERCIAL OF A CHILD CARE FACILITY. THIS CHANGE WILL RESULT IN A LESSENING OF PUBLIC SCHOOL CHILDREN, A LESSENING OF UTILITY USE A MINIMAL TRAFFIC IMPACT.



*THE REQUESTED CHANGE WILL NOT ADVERSELY IMPACT PUBLIC SAFETY.*

THE REQUESTED CHANGE FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL HAS MINIMAL IMPACT ON AND WILL NOT ADVERSELY EFFECT PUBLIC SAFETY. THE PROPERTY IS CURRENTLY IMPROVED AND UTILIZED AND DOES NOT REQUIRE THE EXPANSION OR EXTENSION OF PUBLIC SAFETY SERVICES.

*THE REQUESTED CHANGE WILL NOT ADVERSELY IMPACT LIVING CONDITIONS IN THE NEIGHBORHOOD OR OTHER SURROUNDING AREAS.*

THE REQUESTED CHANGE WILL NOT ADVERSELY IMPACT LIVING CONDITIONS ON ADJACENT PROPERTIES. IT WILL, IN FACT, PROVIDE A NEEDED AND CLOSE BY CHILD CARE FACILITY TO FAMILITIES IN THE AREA, ELIMINATING LONG DRIVES. THE PROPERTY WILL BE MAINTAINED IN A RESIDENTIAL MANNER AND WILL PROVIDE IMPROVED LANDSCAPING AND, AS SUCH INCREASED BEAUTY.

*THERE ARE SUBSTANTIAL REASONS WHY THE PROPERTY CANNOT BE USED WITH THE EXISTING LAND USE DESIGNATION.*

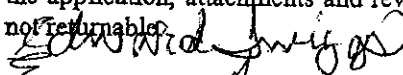

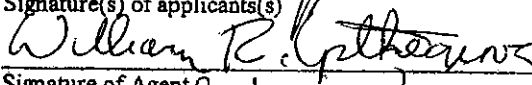
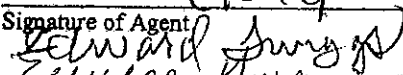
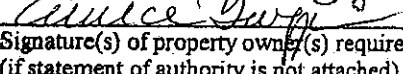
THE CURRENT LAND USE CATEGORY ALLOWS RESIDENTIAL USES, WHICH, BY ZONING, PERMITS CHILD CARE USE. HOWEVER THE LAND USE DESIGNATION DOES NOT ALLOW ANY COMMERCIAL USE IN RESIDENTIAL AREAS. THIS CONFLICT PREVENTS THE CHILD CARE USE ALLOWED UNDER R-2 ZONING. THE APPLICANT HAS SPENT CONSIDERABLE TIME (OVER TWO YEARS) AND RESOURCES (HIGH COSTS) TO DEVELOP AN ADDITIONAL CHILD CARE FACILITY ON THE PROPERTY WITH THE UNDERSTANDING IT WAS ALLOWED BY ZONING, ONLY TO BE TOLD (AFTER TWO YEARS AND MANY SUBMITTALS) THAT LAND USE DOES NOT ALLOW COMMERCIAL IN RESIDENTIAL ZONING.

*WHETHER OR NOT THE REQUESTED CHANGE WILL CONSTITUTE A GRANT OF SPECIAL PRIVILEGE TO AN INDIVIDUAL OWNER AS CONSTRASTED WITH THE PUBLIC WELFARE.*

THE LAND USE CHANGE WILL ALLOW THE PROPER CATEGORY, AS IT IS NOW PARTIALLY USED, TO BE DESIGNATED FOR THE PROPERTY. A CHILD CARE FACILITY IS EXISTING AND IN OPERATION ON THE PROPERTY AND HAS BEEN RECOGNIZED BY THE TOWN SINCE IT WAS INITALLY OPENED MANY, MANY YEARS AGO. THIS LAND USE CHANGE WILL BRING THE LAND USE DESIGNATION INTO CONFORMANCE WITH THE EXISTING AND PLANNED USE OF THE PROPERTY. SPECIAL PREVILEGE WILL NOT BE GRANTED TO TWIGGS CHILD CARE BY THIS LEGISLATIVE ACTION AND NO PUBLIC HARM IS CREATED.

Required Signatures

My signature on this document affirms that I understand and have complied with the provisions and regulations of the Code of the Town of Lake Park, Florida. I further certify that all the information contained in this application and all documentation submitted herewith is true to the best of my knowledge and belief. Further, I understand that the application, attachments and review fees become part of the official records of the Town of Lake Park and are not returnable.

	EDWARD TWIGGS	10.05.2007
	EUNICE TWIGGS	10.05.2007
Signature(s) of applicants(s)	Print Name(s)	Date
	WILLIAM R. UPTHEGROVE	10.05.07
Signature of Agent	Print Name(s)	Date
	EDWARD TWIGGS	10.05.2007
	EUNICE TWIGGS	10.05.2007
Signature(s) of property owner(s) required (if statement of authority is not attached)	Print Name(s)	Date

OCT 11 2007

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

Before me, the undersigned authority, personally appeared EDWARD TWIGGS 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 A LAND USE AMENDMENT in the Town of Lark Park, Florida.
3. That he/she has appointed WILLIAM R. UPTHEGROVE to act as authorized on his/her behalf to accomplish the above project.

Name of Owner: TWIGGS LEARNING TREE CHILD CARE & KINDERGARTEN, INC.

*Edward Twiggs*  
Signature of Owner

EDWARD TWIGGS, PRESIDENT  
By: Name/Title

704 SUMMERWINDS LANE  
Street Address

JUPITER, FLORIDA 33458  
City, State, Zip code

P.O. Box

City, State, Zip code

561/747 5880  
Telephone Number

561/744 6316  
Fax Number

Email Address

Sworn and subscribed before me this 6<sup>th</sup> day of October, 2007.



Eunice Lavon Twigg:  
Commission #DD467251  
Expires: SEP 23, 2009  
www.AARONNOTARY.com

*Eunice L Twigg*  
Notary Public

My Commission expires:

Sept. 23, 2009

**SMALL SCALE COMPREHENSIVE PLAN AMENDMENT  
ORDINANCE NO.: 31-2007 PROPOSED**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE FUTURE LAND USE MAP (“FLUM”) OF THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE PARK, FLORIDA TO CHANGE THE FUTURE LAND USE DESIGNATION OF A 1.384 ACRE PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 10<sup>TH</sup> STREET AND SILVER BEACH ROAD WITHIN THE TOWN OF LAKE PARK FROM “RESIDENTIAL MEDIUM DENSITY” TO “COMMERCIAL”; PROVIDING DIRECTIONS TO THE TOWN CLERK FOR THE TRANSMITTAL OF THE AMENDMENT TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND OTHER PARTIES PURSUANT TO SECTION 163.3184(3), FLA. STAT. (2007); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the state legislature of the State of Florida has mandated that all municipalities draft and adopt comprehensive development plans to provide thorough and consistent planning with regard to land within their corporate limits; and

**WHEREAS**, the Town Commission of the Town of Lake Park, Florida (the “Town”) has adopted a Comprehensive Plan “Plan” and the “Local Government Comprehensive Planning and Land Development Regulation Act” (the “Act”); and

**WHEREAS**, the Town of Lake Park Comprehensive Plan (the “Plan”) has been determined to be in compliance with the provisions of the Act, and Rule 9J-5 of the Florida Administrative Code; and

**WHEREAS**, pursuant to the Act, all subsequent amendments to the adopted Plan must be adopted in accordance with detailed statutory procedures; and

**WHEREAS**, Twiggs Learning Tree Child Care & Kindergarten, Inc., (the “Owner”) is

the owner of 1.348 acres of land (the “subject property”), the legal description of which is attached hereto and incorporated herein as **Exhibit “A”**; and

**WHEREAS**, the subject property is generally located at the northeast corner of 10<sup>th</sup> Street and Silver Beach Road, as shown on the Location Map attached hereto as incorporated herein as **Exhibit “B”**, which is attached hereto and incorporated herein; and

**WHEREAS**, the subject property currently has a Land Use Designation of “Residential Medium Density” under the Plan; and

**WHEREAS**, the Owner has initiated this small scale proposed Comprehensive Plan amendment to change the Land Use Designation of the subject property from “Residential Medium Density” to “Commercial;” and

**WHEREAS**, the Town’s Planning and Zoning Board sitting in their capacity as the Town’s Local Planning Agency (the “LPA”) has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat., (2007), to consider the proposed Future Land Use Map Amendment; and

**WHEREAS**, at the conclusion of its public hearing, the LPA recommended to the Town Commission that the Commission assign a Land Use Designation of “Commercial” to the subject property; and

**WHEREAS**, the Town Commission has accepted the recommendation of the LPA and at its transmittal hearing, determined that the subject property should be assigned the Future Land Use Designation of “Commercial” ; and

**WHEREAS**, the Town Commission of the Town of Lake Park has conducted its transmittal hearing pursuant to Section 163.3184(15), Fla. Stat., and pursuant to this Ordinance is authorized to transmit the proposed Plan Amendment to the Florida Department of Community

Affairs for its review; and

**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 findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Comprehensive Plan of the Town of Lake Park, Future Land Use Map, is hereby amended as provided in the attached **Figure “1”**, a copy of which is incorporated herein.

**Section 3.** The Town Clerk is hereby directed the required number of copies of the complete Comprehensive Plan (the “FLUM”) Amendment to the Department of Community Affairs and all other parties pursuant to Section 163.3184(3), Fla. Stat. (2007).

**Section 4.** Repeal of Conflicting Ordinances. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 5.** Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 6.** Effective Date. The provisions of this Ordinance shall become effective pursuant to Section 163.3189(2)(a), Fla. Stat. (2007).

**Attachments:**       **Exhibit “A”:** Legal description of the subject property.  
                              **Exhibit “B”:** Location Map  
                              **Figure “1”:** New Future Land Use Map

LEGAL DESCRIPTION for Twiggs Learning Center

LOTS 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, AND 32, BLOCK 48, TOWN OF LAKE PARK (FORMERLY KELSEY CITY), FLORIDA, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AT PLAT BOOK 8, PAGE 27.

# Exhibit B

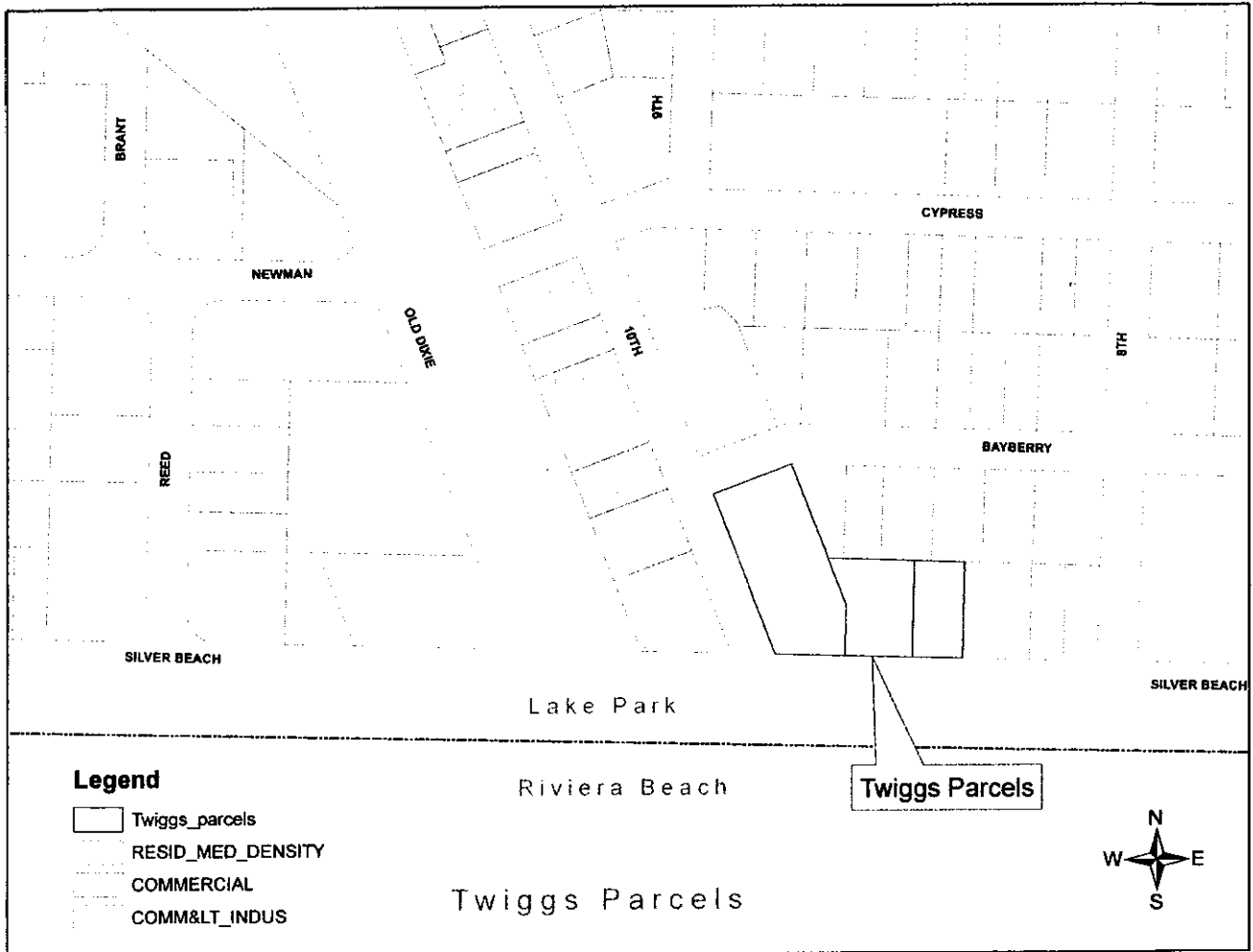


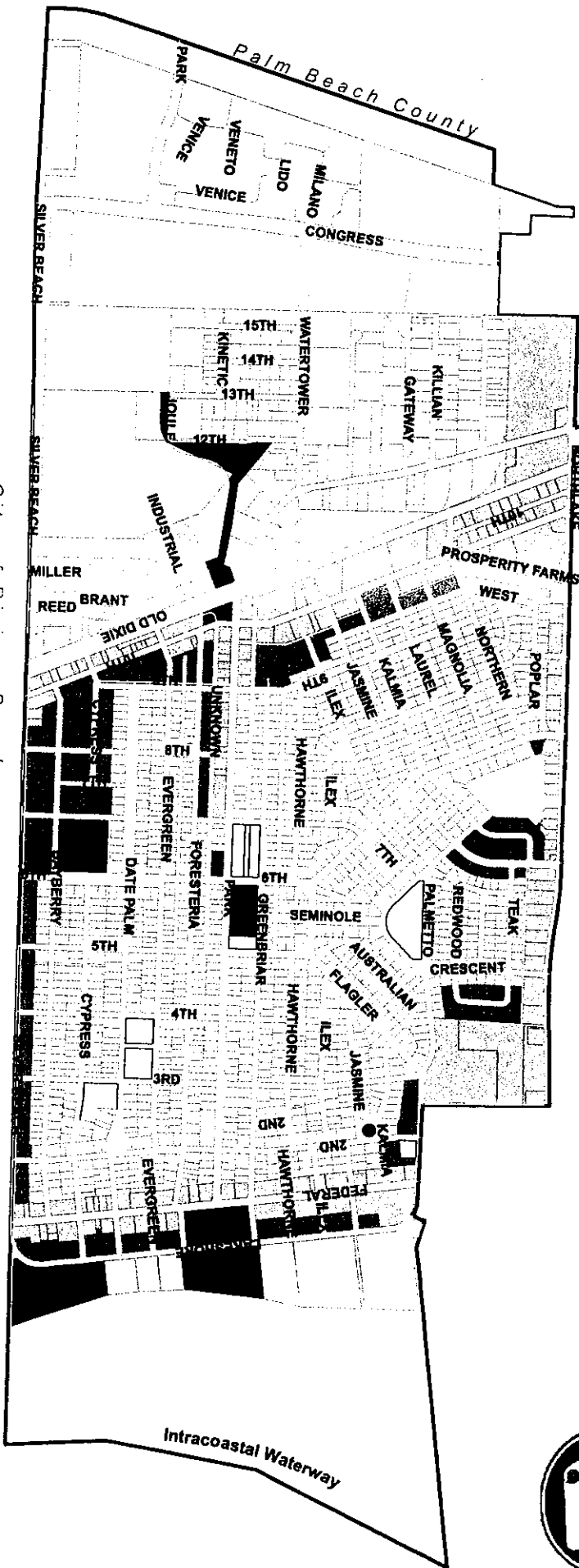


Figure "1"

Present Lake Park Future Land Use Map 2007

City of Palm Beach Gardens

Village of North Palm Beach



Legend

- |  |                    |  |                    |
|--|--------------------|--|--------------------|
|  | COMM&LT_INDUScopy  |  | COMM&LT_INDUScopy  |
|  | RECREATION         |  | RESID_HIGH_DENSITY |
|  | OTHER_PUB_FACILITY |  | RESID_LOW_DENSITY  |
|  | PUBLIC_BLDG_GNDS   |  | RESID_MED_DENSITY  |
|  | COMM&LT_INDUScopy  |  | Lake_Park_Boundary |
|  | COMM&LT_INDUScopy  |  |                    |
|  | RESID&COMMERCIAL   |  |                    |
|  | COMMERCIAL         |  |                    |



December 11, 2006



Map prepared by the City of Palm Beach Gardens, Planning Department, 1000 North Dixie Avenue, Palm Beach Gardens, FL 33418. The map is for informational purposes only and does not constitute a contract or warranty of any kind. The City of Palm Beach Gardens is not responsible for any errors or omissions on this map. The map is subject to change without notice.

# TAB 11

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

Meeting Date: January 16, 2008                      Agenda Item No. Tab 11

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

**SUBJECT:** Ordinance effectuating a zoning text amendment to Town Code Chapter 78, Article I, Section 78-2 entitled "Definitions" to add the definition of "Instructional Studio"; and, amending Article III Section 78-71 entitled "C-1 Business Districts" to allow instructional studios as a permitted land use.

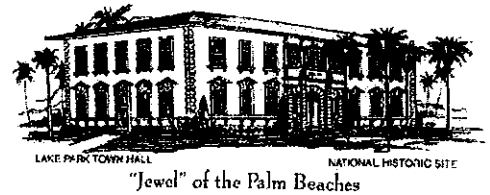
**RECOMMENDED MOTION/ACTION:** Motion to approve Ordinance on first reading.

Approved by Town Manager *W. Davis*                      Date: 12/13/07

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Staff Report</b>
<b>Department Review:</b> [x] Town Attorney <b>KER120707</b> [ ] Community Affairs _____ [X] Community Development _____	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works _____ [ ] Town Clerk _____ [ ] Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ [ ] 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 _____:  Please initial one.

**Summary Explanation/Background:** Tra Nguyen ("Applicant"), is the owner of the real property located at 524 Northlake Blvd., and has submitted an Application for a Zoning Code text amendment to add "instructional studios" as a permitted use in the C-1 business zoning district in Town Code Section 78-71, and to add a definition of "instructional studio" to Code Section 78-2 to instructional studio type uses that would include, but not be limited to, martial arts, dance, yoga, health & exercise studio, dance, music, photography, etc. These uses are currently not allowed in the C-1 district. **Staff recommends approval.**

**Town of Lake Park  
Community Development Department**



Meeting Date: December 19, 2007  
Memo Date: December 6, 2007

*Patrick Sullivan, AICP, Director*

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**To: Town Commission**

**Re: Code Text Change**

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**Applicant: Tra Nguyen**

**Address: 524 Northlake Boulevard, Lake Park, 33406**

**Re: Application for text amendment to Section 78-71 (C-1 Commercial; within the NBOZ overlay)**

**P&Z BOARD RECOMMENDATION: APPROVAL of the text change found herein.**

**SUMMARY**

Town Staff was approached by the property owner, Tra Nguyen ("Applicant") of 524 Northlake Blvd in early October 2007 about the limited number of permitted uses in the C-1 Zoning district. The Applicant claims to have been approached several times by interested tenants, but had to turn them down because the proposed tenant uses were not permitted in the C-1 zoning district. The Applicant has met with the Town Manager, Maria Davis and the Community Development Director, Patrick Sullivan to discuss the use restrictions in the C-2 zoning district. The Applicant is interested in using her C-1 zoned property for a martial arts studio use.

After reviewing the existing uses in the C-1 district, the majority of which are located on Northlake Boulevard, Town staff has concluded that there should be more of a variety of low-intensity, neighborhood serving commercial uses. The Applicant has submitted an application ("Application") for a zoning text amendment to amend Town Code Section 78-71, to permit certain personal services that are characterized by instructional studio uses that would include but not be limited to martial arts, dance, yoga, health & exercise studio, dance, music, photography, etc. These uses are currently not allowed in the C-1 district.

The following Code Section addresses the permitted uses in the C-1 district:

---

**Sec. 78-71. C-1 business districts.**

Within C-1 business districts, the following regulations shall apply:

(1) Uses permitted. Within C-1 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

- a. Appliance stores, including radio and television services.
- b. Bakeries the products of which are sold at retail but not produced on the premises.
- c. Banks.
- d. Barbershops, beauty shops, chiropodists, masseurs.
- e. Fertilizer, stored and sold at retail only.

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

- f. Gasoline and other motor-fuel stations.
- g. Laundry pickup stations.
- h. Mortuaries.
- i. Motels.
- j. Sales, service and rental of motor vehicles and automobiles, recreational vehicles and boats, and accessory sales of parts and components and accessory repair shops on property on which a permanent building is erected and which building is used solely in connection with the use and where no part of the open storage area is within 25 feet of any street line provided that:
  - 1. The use is not within 500 feet of the same use, i.e., sales to sales, rentals to rentals, etc.;
  - 2. No vehicles, boats or wave runners are tested or repaired outside of a building designed for such purposes; and
  - 3. The parking requirements for the use are met over and above any areas provided for vehicles, boats or wave-runners, which are part of the specific business.
- k. Offices, business and professional.
- l. Outdoor miniature golf courses, all objects limited to eight feet in height and such building or premises is located not less than 500 feet from the premises of an existing nursery school, elementary school or high school.
- m. Restaurants.
- n. Shops, including shops for making articles without use of machinery, to be sold, at retail on the premises.
- o. Theatres.
- p. No living quarters shall be permitted in any business or commercial structure or upon a lot or parcel upon which a business or commercial structure is situated.
- q. Hospitals, sanitariums and medical clinics.
- r. Motels without shop fronts or stores facing the street.
- s. Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.

---

Northlake Boulevard shares the north side with The Village of North Palm Beach (NPB) and NPB allows a number of Studio type uses along the same thoroughfare, which they refer to as the C1 neighborhood Commercial District. This area of Northlake Blvd is also regulated by the Northlake Boulevard Overlay Zone (NBOZ), which defines Personal Services to include art and music schools and services of a personal nature. Instructional and Professional Studios used for personal instruction such as marital arts studios appear to be consistent with other allowed personal services in this zoning district.

**(from the NBOZ)**

**Sec. 2-3. Use definitions and supplemental regulations.**

**(29)** Personal services means an establishment engaged in the provision of frequently or recurrently needed services of a personal nature, but excluding those services specifically classified and regulated in the use chart as a separate use. Personal services as may include, but are not limited to, barber shops, beauty salons, nail salons, and tanning salons, and art and music schools. Such services may include the accessory retail sales of items related to the services rendered.

It is important to note that although the "instructional studio type" use is assumed to be included in the NBOZ "personal services" use category, these uses have to be added to the Town's C-1 Business district in order to expressly permit them in this zone as they are not permitted now. Overall, the added use will allow for more flexibility of lower intensity commercial uses throughout the entire C-1 Zoning District.

**CONCLUSION AND RECOMMENDATION**

Staff believes that "studio type" uses should be allowed in the C-1 district given the fact that this zoning district is the most suitable for this type of community-serving personal service. Consequently, Town staff is recommending that the Town Code, Section 78-71 be amended to provide for "studio type" uses as a permitted use, and that a definition of "studio type" uses be also added to the definition section of Section 78-71.

**Section 78-71** should be therefore amended to include the following permitted uses:

**(1)**

t. Instructional Studio; including but not limited to studios for the instruction of the martial arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar instructional studio uses which are deemed appropriate by the Town's community development director.

**Definition:**

*Instructional Studio: An establishment or workplace in which instruction in the performing or visual arts is provided as the primary use, in disciplines such as martial arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar areas of instruction which are deemed appropriate by the Town's community development director, and which are conducted in either or both group or individual instruction sessions or lessons.*



COMMISSIONER  
NOV 13 2007  
BY: [Signature]

**APPLICATION FOR TEXT AMENDMENT  
TOWN OF LAKE PARK  
Department of Planning and Zoning  
535 Park Avenue, Lake Park, Fl. 33403  
Phone: (561) 881-3318 Fax (561) 881-3323**

Check all that apply:  Town Code/Zoning Code  Comprehensive Plan

**General Information**

General description of request (include name of project or development): Addition of Studios  
dance, KARATE, MARTIAL ARTS, etc. Schools to C1 zoning

**Applicant Information**

Applicant, if other than owner(s): TRA NGUYEN

Address: 524 Northlake Blvd City: LAKE PARK State: FL Zip: 33408  
Phone: 561 818 2924 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Check here if applicant is contract purchaser. Written consent is required from the property owner if a contract is pending to purchase the property.

**Agent Information**

A statement of authority is required. All correspondence, invoices and refunds will be addressed to the agent.

Agent: ASA KENNA Name of Firm: \_\_\_\_\_  
Address: 5220 Hood Rd Suite 100 City: Palm Beach Gardens State: FL Zip: 33418  
Phone: 561 627 1500 Fax: 627 1958 E-Mail: AKENNA@FGCRE.COM

**Required Information**

Two (2) Copies of this application and each of the following shall be provided in sets.

Specific code section or comprehensive plan policy proposed for amendment: 78-71. C1

Proposed wording of amended text. Attach additional sheets if necessary: Add "f" to accepted  
uses. Add MARTIAL ARTS, DANCE, Studios, etc.

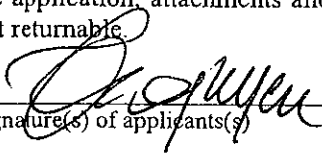
Required Information (Continued)

Reason/justification for amended text. Where applicable, this section should include a discussion of how the proposed amendment is consistent with the Comprehensive Plan. Attach additional sheets if necessary:

See Attached Letter. It is the owners belief that studios such as martial arts is a basic retail use. The traffic on Northlake provides "walk in" clients. Additionally studios such as martial arts provide the town of Lake Park with activities for all age groups including children after school.

Required Signatures

My signature on this document affirms that I understand and have complied with the provisions and regulations of the Code of the Town of Lake Park, Florida. I further certify that all the information contained in this application and all documentation submitted herewith is true to the best of my knowledge and belief. Further, I understand that the application, attachments and review fees become part of the official records of the Town of Lake Park and are not returnable.

  
Signature(s) of applicant(s)

TRANQUYEN  
Print Name(s)

11/10/2007  
Date

Signature of Agent

Print Name(s)

Date

Signature(s) of property owner(s) required  
(if statement of authority is not attached)

Print Name(s)

Date





5220 Hood Road, Suite 100 • Palm Beach Gardens, Florida 33418  
(561) 627-1500 • Fax (561) 627-1958 • www.fgcre.com

November 2, 2007

VIA HAND DELIVERY

Maria V. Davis  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403

Community

NOV 13 2007

Re: The Property Zoning of 524 Northlake Boulevard, Lake Park.

Dear Mr. Sullivan:

I currently represent the Tra Nguyen, the owner of 524 Northlake Boulevard in Lake Park. The purpose of this letter is to request a "Special Exception" for an intended use to the current zoning. We are asking that you consider this request a "hardship case" as I am told by the owner if he does not fill the units in which we have a willing and able Tenant, he will have to file for Bankruptcy.

The property referenced above has been on the market for over 18 months. We have had several interested parties, but the previous uses had been denied by the Town of Lake Park. Recently, we completed a letter of intent for approximately 2,800 SF for a martial arts school. As the previous tenant was a Drunk Driving School, and many other municipalities consider Martial Arts Schools an allowable use for C1 zoning, we hoped that this use be allowable. Recently we were told by the person on call for zoning that the use was unacceptable and that we were not even allowed to go in for a "special exception".

Since the space in question has been empty so long, and the market on Northlake has substantially slowed down, I propose that you reconsider and allow the Planning and Zoning Board to review this case as "hardship case" eventually allowing the use of a martial arts school.

Respectfully,

Asa C. Kenna  
Realtor

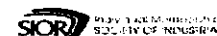
ACK/le:

cc: Patrick G. Sullivan  
Hoa N. Hoang

Z:\Fischer Gaeta Corp\1027 - 524 Northlake Blvd. North Palm Beach\TRA Hardship Letter10.23.07.doc



Robert A. Fischer, SIOR • Louis A. Gaeta, Jr., SIOR • Neil J. Gaeta, CCIM



**ORDINANCE NO. 32-2007**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED “DEFINITIONS” TO ADD THE DEFINITION OF “INSTRUCTIONAL STUDIO”; AMENDING ARTICLE III, SECTION 78-71 ENTITLED “C-1 BUSINESS DISTRICTS” TO ALLOW INSTRUCTIONAL STUDIOS AS A PERMITTED LAND USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Commission has adopted general provisions pertaining to permitted and special exception zoning uses in the Town’s business districts, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

**WHEREAS**, Tra Nguyen (the “Applicant”) as the owner of the real property located at 524 Northlake Blvd in the Town of Lake Park has submitted an application (“Application”) to the Town for a Zoning Code text amendment, requesting that the Town Commission amend Sections 78-2 and 78-71 of Chapter 78 of the Town Code to allow “instructional studios” as a permitted use in the C-1 business zoning districts; and

**WHEREAS**, Town staff has reviewed the Application and has recommended to the Town Commission that Section 78-71 of Chapter 78 of the Town’s Code be amended to allow instructional studios in the C-1 business zoning districts, and that the definitions contained in Section 78-2 be amended to include a definition of “instructional studio” to be defined as a business establishment which offers and provides individual and/or group/classroom instruction in the marital arts, dance,

voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar areas of instruction which are deemed appropriate by the Town's community development director; and

**WHEREAS**, the Town's Planning and Zoning Board has considered the proposed amendment to the Town Code at a public hearing on December 3, 2007, and has made its recommendation to the Town Commission; and

**WHEREAS**, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to allow instructional studios as a permitted use in the C-1 business zoning districts.

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

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

**Section 2.** Chapter 78, Article I, Section 78-2 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to include the following definition:

**Sec. 78-2. Definitions.**

Instructional Studio means an establishment or workplace in which instruction in the performing or visual arts is provided as the primary use, in disciplines such as marital arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar areas of instruction which are deemed appropriate by the Town's community development director, and which are conducted in either or both group or individual instruction sessions or lessons.

**Section 3.** Chapter 78, Article III, Section 78-71 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to add new subsection 78-71(1)(t) to read as follows:

**Sec. 78-71. C-1 Business districts.**

Within C-1 business districts the following regulations shall apply:

(1) *Uses permitted.* Within C-1 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

t. Instructional studios; including but not limited to studios for the instruction of the martial arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar instructional studio uses which are deemed appropriate by the Town's community development director.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# TAB 12

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 12*

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

**SUBJECT:** Ordinance Permitting a Referendum Question on the Regular Election Ballot in March 2008 Relating to Financing the Downtown Alleyway Improvement Project Utilizing Tax Increment Finance (TIF) Funds to Pay Debt Service

**RECOMMENDED MOTION/ACTION:** Approve .

Approved by Town Manager *Heather Davis* Date: *1/10/08*

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

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

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

**Summary Explanation/Background:** A recent Florida Supreme Court ruling prohibits utilizing or pledging CRA TIF funds to finance any projects without a referendum. The CRA Board wishes to renovate the downtown alleyways; however, given the size and cost of the project,

**ORDINANCE NO. 01-2008**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO REFERENDUM THE QUESTION OF WHETHER THE COMMUNITY REDEVELOPMENT AGENCY MAY PLEDGE OR OTHERWISE ENCUMBER TAX INCREMENT FUNDS TO FINANCE THE DOWNTOWN ALLEYWAY IMPROVEMENT PROJECT; ESTABLISHING THE DATE OF MARCH 11, 2008 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §166.021, Fla. Stat. (2007), the Town has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

**WHEREAS**, the Town has created a Community Redevelopment Agency (CRA) pursuant to and consistent with the provisions of Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, pursuant to §163.370, Fla. Stat. (2007), the Town's CRA is authorized to construct or reconstruct streets, alleyways and utilities; and

**WHEREAS**, pursuant to §163.387, Fla. Stat. a redevelopment trust fund has been established for the Town's CRA; and

**WHEREAS**, §166.387, Fla. Stat. (2007), authorizes the Town's CRA to spend the tax increment monies which have been deposited into the redevelopment trust fund to finance community redevelopment, including but not limited to improvement of streets and alleyways; and

**WHEREAS**, the Town proposed to use tax increment monies to finance certain improvements to its streets and alleyways including, but not limited to, the replacement of concrete walls with fencing and landscaping; lighting; paving; minor drainage improvements, landscaping and irrigation; and

**WHEREAS**, the recent Florida Supreme Court opinion in the case styled Dr. Gregory L. Strand v. Escambia County, holds that should tax increment revenue be pledged or otherwise encumbered to finance the improvements recited hereinabove, it may only do so following a Referendum wherein the Town's taxpayers may be given the opportunity to approve of same; and

**WHEREAS**, §100.342, Fla. Stat. (2007), requires that the Town publish two (2) notices in a newspaper of general circulation in the Town, evidencing the Town's intention to hold a referendum to determine whether a majority of the qualified electors of the Town, approve of the use of tax increment funds to finance the CRA's Alleyway Project; and

**WHEREAS**, pursuant to §100.342, Fla. Stat. (2007), the first notice shall be published in the fifth week prior to the referendum, and the second notice shall be published in the third week prior to the week in which the election or referendum is to be held.

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

**Section 1. Referendum declared.** A Referendum is hereby called for and shall be held in the Town of Lake Park, Florida on the 11th day of March 2008, to determine whether or not a majority of the electors voting in the Referendum, support the CRA's proposal to pledge or otherwise encumber tax increment funds previously collected and



deposited in the CRA's community redevelopment trust fund to finance the CRA's Alleyway Project.

**Section 2. Ballot title.** The ballot title which is the subject of this Referendum, and by which to be commonly referred to or spoken of, shall be captioned as: "Town of Lake Park, Florida Downtown Alleyway Improvement Project."

**Section 3. Conduct of Referendum.** The Supervisor of Elections of Palm Beach County, Florida, shall determine polling locations or places and all qualified electors of the Town of Lake Park, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed Town of Lake Park, Florida Downtown Alleyway Improvement Project from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the Town of Lake Park, Florida shall be permitted to vote on this Referendum question. In the event a majority of electors, voting in the Referendum vote affirmatively then the Town shall have satisfied the legal requirement pronounced in *Strand v. Escambia County* and may pledge or otherwise encumber tax increment funds to finance the CRA's Downtown Alleyway Project.

**Section 4. Notice and advertising of the Referendum.** The Town Clerk shall prepare and give notice of the proposed Referendum on the Downtown Alleyway Improvement Project by causing appropriate notice to be published in accordance with the provisions of §100.342, Fla. Stat. (2007), at least once each week during the third and fifth weeks preceding the week in which the Referendum to consider the Downtown Alleyway Improvement Project is to be held. The publications shall be placed in the ***Palm Beach Post*** a newspaper of general circulation within the Town. The Town Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily

required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the Town Commission.

**Section 5. Ballot summary.** The ballot summary concerning the Downtown Alleyway Improvement Project shall be:

SHALL THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY BE PERMITTED TO PLEDGE OR OTHERWISE ENCUMBER TAX INCREMENT FUNDS THAT HAVE BEEN OR WILL BE COLLECTED AND DEPOSITED IN THE COMMUNITY REDEVELOPMENT TRUST FUND TO FINANCE IMPROVEMENTS FOR THE COMMUNITY REDEVELOPMENT AGENCY'S ALLEYWAY IMPROVEMENT PROJECT WHICH INCLUDE BUT ARE NOT LIMITED TO PAVING, FENCING, LANDSCAPING, IRRIGATION AND DRAINAGE?

YES  FOR APPROVAL OF DOWNTOWN ALLEYWAY IMPROVEMENT PROJECT

NO  AGAINST APPROVAL OF DOWNTOWN ALLEYWAY IMPROVEMENT PROJECT

**Section 6. Canvassing.** The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the Town Commission in the manner prescribed by law.

**Section 11, Effective date.** This Ordinance shall take effect immediately upon adoption.

# TAB 13

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 13*

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

**SUBJECT:** Ordinance Permitting a Referendum Question on the Regular Election Ballot in March 2008 Relating to Amending the Charter to Abolish the Merit System

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *1/10/08*

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

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

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

**Summary Explanation/Background:** The Town Commission authorized staff to place a referendum question on the ballot at the regular March 11, 2008 election to amend the Town Charter to abolish the merit system. The attached ordinance is required to establish the date for the

referendum; provide a ballot title and summary; provide for notice and advertising of the referendum; and provide for referendum canvassing.

**ORDINANCE NO. 02-2008**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE VI, SECTION 1, OF THE TOWN OF LAKE PARK, FLORIDA MUNICIPAL CHARTER ENTITLED "CREATION OF MERIT SYSTEM; MERIT SYSTEM COMMISSION" TO ELIMINATE THE MERIT SYSTEM OF EMPLOYMENT FOR TOWN EMPLOYEES, INCLUDING THE MERIT SYSTEM BOARD; ESTABLISHING THE DATE OF MARCH 11, 2008 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a Charter for the Town of Lake Park, Florida ("Town") was created and adopted pursuant to Laws of Florida, Chapter 57-1865; and

**WHEREAS**, pursuant to §166.021, Fla. Stat. (2007), the Town has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

**WHEREAS**, pursuant to §166.021(4), Fla. Stat. (2007), the Town Charter may be amended through the Town's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

**WHEREAS**, §166.031, Fla. Stat. (2007), authorizes the governing body of a municipality, to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

**WHEREAS**, §100.342, Fla. Stat. (2007), requires that the Town publish two (2) notices in two (2) different newspapers of general circulation in Palm Beach County, evidencing the Town's intention to hold a referendum to determine whether a majority of the qualified electors of the Town, approve of the proposed amendment to the Town Charter; and

**WHEREAS**, pursuant to §100.342, Fla. Stat. (2007), the first notice shall be published in the fifth week prior to the referendum, and the second notice shall be published in the third week prior to the week in which the election or referendum is to be held; and

**WHEREAS**, the Town Commission deems it to be appropriate for the good governance of the Town, to conduct a referendum ("Referendum") on the question of whether the Merit System for the employment, promotion, and discharge of all Town employees, including the Merit System Board be repealed, and Ordinance 4-2002 and all other ordinances, resolutions, policies and procedures, and other measures in conflict therewith also be repealed, in order for the Town's employment policies and procedures to conform with Florida law; and

**WHEREAS**, the Town Commission deems it necessary and appropriate for the Merit System to be repealed to be consistent with the Commission – Manager form of government established in the Town Charter.

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

**Section 1. Referendum declared.** A Referendum is hereby called for and shall be held in the Town of Lake Park, Florida on the 11th day of March 2008, to determine

whether or not a majority of the electors voting in the Referendum, support the proposed Amendment to the Town Charter, as shown in Section 5 of this Ordinance.

**Section 2. Ballot title.** The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as: "Town of Lake Park, Florida Charter Amendment".

**Section 3. Conduct of Referendum.** The Supervisor of Elections of Palm Beach County, Florida, shall determine polling locations or places and all qualified electors of the Town of Lake Park, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed Town of Lake Park, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the Town of Lake Park, Florida shall be permitted to vote on this Referendum question.

**Section 4. Notice and advertising of the Referendum.** The Town Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of §100.342, Fla. Stat. (2007), at least once each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The first publication shall take place at least thirty (30) days before the date fixed for the election or referendum to consider the proposed Charter Amendment in the Palm Beach Post and the Sun Sentinel both of which are newspapers of general circulation within the Town. The Town Clerk shall secure from each of the publishers of these two newspapers, an appropriate affidavit of proof that the statutorily required Referendum notices have been



duly published, as herein set forth and these two affidavits shall be part of the record of the Town Commission.

**Section 5. Ballot summary.** The ballot summary of the proposed Charter Amendment shall be:

SHALL ARTICLE VII, SECTION 1, OF THE TOWN CHARTER ENTITLED "CREATION OF MERIT SYSTEM; MERIT SYSTEM COMMISSION" BE REPEALED TO ELIMINATE THE MERIT SYSTEM FOR THE EMPLOYMENT, PROMOTION, AND DISCHARGE OF ALL TOWN EMPLOYEES, INCLUDING THE MERIT SYSTEM BOARD AND ALL PRIOR ORDINANCES AND RESOLUTIONS ADOPTED PURSUANT TO THIS SECTION OF THE CHARTER?

YES \_\_\_\_\_ FOR APPROVAL OF AMENDMENT

NO \_\_\_\_\_ AGAINST APPROVAL OF AMENDMENT

**Section 6. Charter amendment.** In the event a majority of electors, voting in the Referendum vote affirmatively to repeal Article VI, Section 1 of the Town Charter, then said Article and Section, Ordinance 4-2002, and all other Ordinances, Resolutions, policies and procedures adopted pursuant to this Section of the Charter, and all other measures in conflict, shall be repealed. Article VII, Section 1 of the Town of Lake Park, Florida Charter shall be repealed as follows:

**ARTICLE VII. [MERIT SYSTEM]**

**~~Section 1. Creation of merit system; merit system commission.~~**

~~The Town Commission shall by ordinance create a merit system for the employment, promotion, and discharge of all Town employees. The specifications of employment and regulations governing same shall be set forth by ordinance or resolution of the Town Commission, which ordinance or resolution may be amended from time to~~

~~time. The ordinance creating the merit system shall provide for the creation of a Merit System Board, whose members shall be appointed by the Town Commission and whose duties, among others, shall be to sit as a Board of Appeals to review employee grievances concerning the condition of the employees' employment.~~

**Section 7. Canvassing.** The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the Town Commission in the manner prescribed by law.

**Section 8. Severability.** Should any section or provision of this Ordinance or any portion thereof, any sentence, paragraph, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part to be declared invalid.

**Section 9. Codification.** The provision of this Ordinance shall become and be made a part of the Charter for the Town of Lake Park.

**Section 10. Repeal of laws in conflict.** Ordinance No. 4-2002 and all other ordinances and resolutions of the Town of Lake Park, Florida, which are in conflict with any provisions of this Ordinance, are hereby repealed to the extent of such conflict.

**Section 11. Effective date.** This Ordinance shall take effect immediately upon adoption.

# TAB 14

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 14*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>PUBLIC HEARING</b> | <input checked="" type="checkbox"/> <b>RESOLUTION</b> |
| <input type="checkbox"/> Ordinance on Second Reading      |   |
| <input checked="" type="checkbox"/> <b>Quasi-Judicial</b> | <input type="checkbox"/> DISCUSSION                   |
| <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:** Resolution approving an amendment to the previously approved Villa Liana Site Plan dated October 19, 2005, to change the roof design from a flat roof to a pitched roof. Villa Liana is located on Lots 17 to 28 of Block 47, on the east side of 10<sup>th</sup> street, south of Park Avenue, and approximately 211 feet south of Evergreen Drive, in the Town of Lake Park.

**RECOMMENDED MOTION/ACTION:** Motion to approve an Amendment to the Villa Liana Site Plan and Resolution approving the proposed Site Plan Amendment.

Approved by Town Manager *W. Davis* Date: *1/10/08*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Site elevations Resolution</b>
<b>Department Review:</b> [x] Town Attorney <b>KER 010708</b> [ ] Community Affairs [X] Community Development	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works _____ [ ] Town Clerk _____ [ ] Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ [ ] 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 _____ Please initial one.

**Summary Explanation/Background:** The Owner/Applicant, 10<sup>th</sup> Avenue, LLC, has requested an amendment to the previously approved Villa Liana site plan to change the roof design from a flat roof to a pitched roof. Town staff has determined that this request is a major site plan amendment requiring Town Commission approval. Staff has reviewed the proposed amendment and is recommending approval.

**RESOLUTION NO. 04-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE SITE PLAN FOR THE RESIDENTIAL CONDOMINIUM DEVELOPMENT KNOWN AS "VILLA LIANA" TO CHANGE THE ROOF DESIGN FOR THE BUILDING(S) FROM A FLAT ROOF TO A PITCHED ROOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission, as the governing body of the Town of Lake Park, Florida, is authorized and empowered to approve or deny, in whole or in part, petitions for development orders; and

**WHEREAS**, 10th Avenue, LLC, ("Applicant/Owner") is the owner of real property, located on the east side of 10<sup>th</sup> Street, Lake Park, Florida, also described as Lots 17 to 28, Block 47, more particularly described in **Exhibit "A"** ("subject property") attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Resolution No. 34-09-05, on October 19, 2005 the Town Commission approved a Site Plan for a project consisting of twelve (12) residential units to be known as "Villa Liana" on the subject property; and

**WHEREAS**, recently the Applicant/Owner submitted an application ("Application") for a major amendment to the approved Villa Liana Site Plan to change the proposed roof design for the buildings to a pitched roof design instead of a flat roof design; and

**WHEREAS**, Town staff and the Town's Planning & Zoning Board recommended approval of the Site Plan Amendment to the Town Commission; and

**WHEREAS**, The Town Commission has considered the evidence presented by staff, Applicant/Owner, and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan, and whether it meets the Town's Land Development Regulations; and

**WHEREAS**, the Town Commission has determined that certain conditions as set forth herein, are necessary for the Amended Site Plan to be consistent with the Town's Comprehensive Plan, and to meet the Town's Land Development Regulations; and

**WHEREAS**, the Applicant/Owner, and its successors and assigns shall be subject to the conditions contained in Section 2 herein, and those set forth in Resolution No. 34-09-05.

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

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

**Section 2.** The Town Commission hereby approves the Application for a major amendment to the Villa Liana Site Plan to change the roof design from a flat roof to a pitched roof as more specifically depicted on the Amended Site Plan, referenced as sheet "304", dated 8/27/04, prepared by Ahrens Companies, revised on December 26, 2007, received and dated by the Department of Community Development on December 26, 2007, a copy of which is attached hereto as **Exhibit "B"**. The Applicant/Owner shall install all improvements in compliance with the Amended Site Plan. All terms and conditions of Resolution No. 34-09-05 and the original Villa Liana Site Plan, which are not amended by this Resolution, shall remain in full force and effect.

**Section 3:** This Resolution shall become effective upon adoption.

**Attachments: Exhibit "A"- Legal description  
Exhibit "B"- Amended Site Plan**

**EXHIBIT A**  
**Legal Description of Subject Property**

Lots 17-28 of Block 47, Kelsey City, now known as Lake Park, according to the map of plat thereof as recorded in Plat Book 8, Page 34, Public Records of Palm Beach County, Florida.

Together with:

Lot 23, Block 47, Kelsey City, now known as Lake Park, according to the map of plat thereof as recorded in Plat Book 8, page 34, Public Records of Palm Beach County, Florida, for Detention Area

**EXHIBIT A**  
**Legal Description of Subject Property**

Lots 17-28 of Block 47, Kelsey City, now known as Lake Park, according to the map of plat thereof as recorded in Plat Book 8, Page 34, Public Records of Palm Beach County, Florida.

Together with:

Lot 23, Block 47, Kelsey City, now known as Lake Park, according to the map of plat thereof as recorded in Plat Book 8, page 34, Public Records of Palm Beach County, Florida, for Detention Area



# TAB 15

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

Meeting Date: January 16, 2008

Agenda Item No. *Tab 15*

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

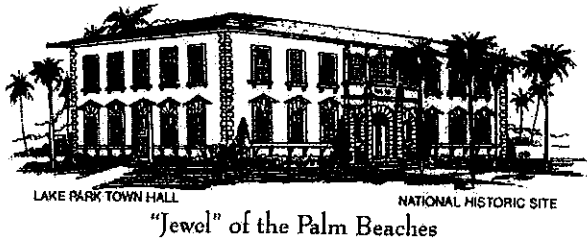
**SUBJECT:** A request by T & M Design, Inc., Applicant and Agent for property owner, LPJ Properties, Inc. ("Owner"), for a 24 month time extension, to extend the expiration date of the approved Site Plan for a 10,293 square foot office/warehouse complex to be located on Lot 8 in the Gateway Industrial Park, at the end of Gateway Road off Old Dixie Highway, from February 2, 2008 until February 2, 2010. Town Staff has recommended a 12-month (1-year time extension) until February 2, 2009.

**RECOMMENDED MOTION/ACTION:** Motion to approve proposed Resolution granting the Owner, LPJ Properties, Inc., a one (1) year extension of the expiration date of the previously approved Site Plan for a 10,293 SF office/warehouse from February 2, 2008 until February 2, 2009.

Approved by Town Manager *[Signature]* Date: *1/10/07*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments:
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney <b>KER 010909</b> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>[Signature]</i>	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>[Signature]</i> or Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:** The Owner has requested a 24 month (2-year) extension of the current expiration date of February 2, 2008 until February 2, 2009 for the Site Plan previously approved by the Town Commission on August 2, 2006 pursuant to Resolution 43-08-06. The Owner was required to obtain permits and initiate construction within 18 months of the date of the original Site Plan approval, but has failed to do so. If no time extension is granted the Site Plan will automatically expire on February 2, 2008 by operation of law. The Applicant has requested a 24-month extension of time; however Town staff is only recommending a 12-month extension since the Owner has the ability to request additional time at the conclusion of the additional 12-month extension if more time is necessary. See attached staff report for additional information.



**TOWN LAKE OF PARK  
TOWN COMMISSION  
Meeting Date: January 16, 2008  
Date Prepared: January 9, 2008**

**Summary of  
Request:**

An Application by T &M Design, Inc., as the Applicant and Agent for the property owner, LPJ Properties, Inc. (“Owner”), for a 2-year extension of the expiration date of the original Site Plan for a 10, 293 SF office/warehouse facility to be located on Lot 8 on Gateway Road, from February 2, 2008 until February 2, 2010. Town Staff recommends a 1-year extension of the Site Plan approval until February 2, 2009.

**APPLICANT’S REQUEST:** A request by T&M Design (“Applicant”) for LPJ Properties, Inc. (“Owner”) to extend the Site Plan approval for a 10,293 SF office/warehouse facility located on Lot 8 at the end of Gateway Road, west of Old Dixie Highway, approved by the Town Commission on August 2, 2006 pursuant to Resolution 43-08-06.

**BACKGROUND INFORMATION:**

Applicant(s): T&M Design, Inc.  
Owner: LPJ Properties, Inc.  
Address of Location: Lot 8 of Gateway Industrial Park off Gateway Road  
Lot Size: 43,708.9 SF  
Zoning and Land Use: C-4 / Commercial

**Adjacent Zoning**

North: C-4  
South: C-4  
East: C-4  
West: C-4

**STAFF COMMENTS:**

An Application for an extension of the expiration date of a Site Plan approved by the Town Commission on August 2, 2006, pursuant to Resolution 43-08-06. Pursuant to the Town Code, site plans automatically expire within 18 months of the approval date unless permits are obtained and development is initiated. The Owner failed to obtain permits and initiate development for the 10,293 SF office/warehouse facility (“Project”), and consequently the Project Site Plan will automatically expire on February 2, 2008, unless an extension of the Site Plan approval date is granted by the Town Commission.

The Applicant has requested a 2-year extension of time of the Site Plan until February 2, 2010.

Town Code Section 67-42, which governs requests for time extensions for development order approvals, was adopted prior to the recent downturn in the real estate market, and did not anticipate a slow real estate market. The legislative intent of Town Code Section 67-42, is to require developers to complete approved land development projects in a timely fashion, and not have approved land development projects indefinitely delayed and/or allowed to remain incomplete, partially complete or idle, regardless of the circumstance.

The Applicant has submitted revised plans to the Town, which include the architectural changes, which were required as a condition of the original Site Plan approval, and these changes have been incorporated into a revised elevation plan, which is enclosed herewith. The Applicant states that in order to obtain the funds required to construct the Project, the Owner must pre-sell 50% of the units. The Applicant further claims that due to the excessive number of vacant office/warehouse units currently on the market, and the downturn in the housing market, the Owner is experiencing difficulty in pre-selling units in the Project. The Applicant has requested a time extension due to the Owner's alleged inability to pre-sell units in the Project at this time. The Applicant hopes that there will be a turn around in the economy and a recovery in the real estate market, which will facilitate an increase in the pre-sales of units in this Project in the near future.

**STAFF RECOMMENDATION:**

Town Staff has reviewed the Applicant's requested time extension, and has determined that a 2-year time extension is excessive, unwarranted, and unreasonable. However, Town Staff does recommend that the Town Commission grant a one-year (12-month) time extension until **FEBRUARY 2, 2009**, for the following reasons:

1. The subject property is located at the end of Gateway Road in an industrial area and has development potential other than office/warehouse uses.
2. The construction plans for the Project are appropriate and well designed. Granting a 1-year time extension will not necessarily improve the current plans.
3. The approved Site Plan may serve as an incentive for prospective buyers to purchase the property and develop the Project since site plan approval has already been obtained.
4. An approved Site Plan gives this property a better chance of being developed or purchased, than a property with no approved site plan.
5. Staff is only recommending a 1-year (twelve month) extension. If the Owner requires more than twelve months at the expiration of the 1-year extension, another application for time extension can be submitted.

**RESOLUTION NO. 06-01-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN APPLICATION BY T & M DESIGN, INC., AS THE APPLICANT AND THE AGENT FOR THE PROPERTY OWNER, LPJ PROPERTIES, INC., TO EXTEND THE EXPIRATION DATE OF THE SITE PLAN FOR A 10,293 SQUARE FOOT OFFICE/WAREHOUSE BUILDING TO BE LOCATED ON LOT 8 OF THE GATEWAY INDUSTRIAL PARK IN THE TOWN OF LAKE PARK, FLORIDA, FROM FEBRUARY 2, 2008 UNTIL FEBRUARY 2, 2009; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission, as the governing body of the Town of Lake Park, Florida (“Town”), is authorized and empowered to approve or deny, in whole or in part, petitions for development orders; and

**WHEREAS**, T & M Design Inc., (“Applicant”), is the Applicant and the authorized agent for LPJ Properties, Inc., (“Owner”), who is the owner of the real property located at Lot 8 in the Gateway Industrial Park, Gateway Road, Lake Park, Florida, as more particularly described in **Exhibit “A”** (“subject property”); and

**WHEREAS**, the Applicant has submitted an application (“Application”) requesting the Town Commission to grant a 2-year extension of the expiration date of the Site Plan for a 10,293 square foot office/warehouse building to be constructed on the subject property, and which was previously approved by the Town Commission on August 2, 2006 pursuant to Resolution No. 43-08-06, from February 2, 2008 until February 2, 2010; and

**WHEREAS**, Town staff has reviewed the Application for a 2-year extension of the Site Plan, and has recommended that the Town Commission grant a 1-year extension of the Site Plan from February 2, 2008 until February 2, 2009; and

**WHEREAS**, at a duly noticed and advertised, quasi-judicial hearing, the Town Commission has considered the Application, and the recommendations and evidence presented by Town staff, the Applicant, the Owner, and members of the public, regarding the Application’s consistency with the Town Code, the Town’s Comprehensive Plan, and whether it meets the Town’s Land Development Regulations; and

**WHEREAS**, the Town Commission has reviewed the Application, taking into consideration the requirements of Town Code Section 67-42 pertaining to requests for extensions of time for development order approvals, and has determined that a 1-year extension of time for the expiration of the subject Site Plan from February 2, 2008 until February 2, 2009, is in the best interests of the public health, safety, and general welfare; and

**WHEREAS**, the Owner, and its successors and assigns shall be subject to the conditions contained in Section 2 herein, and those set forth in Resolution No. 43-08-06.

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

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

**Section 2.** The Town Commission hereby grants a one-year (1-year) time extension for the expiration of the Site Plan for a 10,293 square foot office/warehouse building to be constructed on the subject property, and which was previously approved by the Town Commission on August 2, 2006 pursuant to Resolution No. 43-08-06. The Site Plan shall expire on February 2, 2009, unless all required permits are obtained, and development is initiated in accordance with the requirements of the Town Code and the original Site Plan approval and Resolution No. 43-08-6, and all other applicable rules, regulations, laws and ordinances of any governing body with jurisdiction. All terms and conditions of Resolution No. 43-08-06, shall remain in full force and effect.

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

**Attachments: Exhibit "A"- Legal description of subject property**

**LEGAL DESCRIPTION**

LOT 8, GATEWAY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF  
ON FILE IN THE OFFICE OF THE CLERK OF THE COURT IN AND FOR PALM  
BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 30, PAGE 148.

**LEGAL DESCRIPTION**

LOT 8, GATEWAY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF  
ON FILE IN THE OFFICE OF THE CLERK OF THE COURT IN AND FOR PALM  
BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 30, PAGE 148.



**T & M DESIGN**

**ARCHITECTURE & PLANNING, INC.**

2761 Vista Parkway Suite E-12 West Palm Beach, Florida 33411 (Tel) 561-687-7884 (Fax) 561-687-7884  
e-mail: tmarchpl@bellsouth.net

FL Reg. AA0003355

Date: December 20, 2007

To: **Mr. Patrick Sullivan, Zoning Director**  
**TOWN OF LAKE PARK**  
**535 Park Avenue**  
**Lake Park, Florida 33403**

**Community**

**DEC 21 2007**

**Development**

Re: **REQUEST FOR EXTENSION FOR DEVELOPMENT FOR GATEWAY PARK**

Dear Patrick;

On behalf of LPJ Properties, Inc, the owner of the above property, we are requesting an extension in the time allocated for commencement of the development process. The Development approval was issued by resolution by the Town Council August 3, 2006, with an 18 month time frame condition for development.

The applicant, after receiving the approval in 2006, immediately had the Architectural Plans completed, the Civil engineering plans completed, negotiated with a general contractor to build the project, and applied for financing to Wachovia Bank. The bank approved financing for the project, the loan was closed in April of 2007, with the stipulation that funding for the construction process would commence upon 50% sales completion of the Office Warehouse condominium units. A real estate brokerage company was placed in charge of the sales as of July, 2007, and as of yet has been unsuccessful in securing sales of the condominium units.

The applicant plans to contract with another real estate brokerage company at the end of January 2008, allowing up to and no longer than twelve months (DUE TO CURRENT MARKET CONDITIONS) for the necessary sales to take place, with a three to six month period maximum thereafter to secure the permits, begin the underground work, and pass the first inspection due to satisfy Ordinance 67-42, i.e. "initiation" of the project. As soon as the necessary sales are in place, the applicant will immediately move into the development process as the project will be funded.

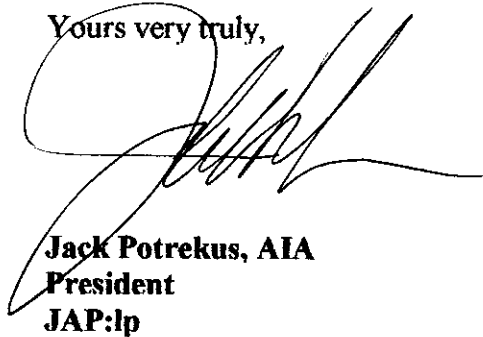
We are therefore requesting that the Town grant the applicant an eighteen month extension on the development approval.

We are attaching per Ordinance 67-42 (e) the following:

- A. Affidavits from Architect and Engineer certifying completion and payment for all necessary plans for construction.
- B. Correspondence with Seacoast Utilities
- C. Notarized Statement agreeing to comply with the minimum requirements of the various code requirements a through f of Ordinance 67-42(e).
- D. Revised Architectural Elevations depicting additional architectural features on the sides and rear of the building.
- E. Check in the amount of \$1,800 dollars to The Town of Lake Park – Extension fee - \$1,000.00 and Escrow - \$ 800.00.

If you have any questions with the above or the attached, please advise. Thanking you in advance, I remain,

Yours very truly,



**Jack Potrekus, AIA**  
**President**  
**JAP:lp**

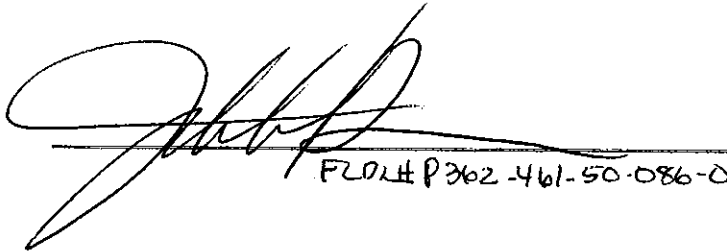
**AFFIDAVIT**

**To Whom It May Concern:**

AS AUTHORIZED AGENT GATEWAY PARK DEVELOPMENT, LOCATED ON GATEWAY ROAD IN THE TOWN OF LAKE PARK, FLORIDA, AND FOR FOR LPJ PROPERTIES, INC. I, JACK POTREKUS, DO HEREBY STATE THAT THE GATEWAY PARK DEVELOPMENT WILL COMPLY WITH THE MINIMUM REQUIREMENTS OF THE VARIOUS CODE PROVISIONS AS STATED IN ORDINANCE 67-42(E), MORE SPECIFICALLY, AS FOLLOWS:

- A. LANDSCAPING REGULATIONS
- B. VEGETATION/ENVIRONMENTAL REGULATIONS
- C. OFFSTREET PARKING AND LOADING REGS.
- D. PBC AND LAKE PARK TRAFFIC PERFORMANCE STANDARDS
- E. LAKE PARK COMP. PLAN

**JACK POTREKUS, AUTHORIZED AGENT.**

 (Signature)  
 FLORIDA P 362-461-50-086-0

**NOTARY PUBLIC INFORMATION:**

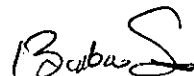
**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2007 by John A. Potrekus

(name of person acknowledging). He/she is personally known to me or has produced (type of identification) as identification and did/did not take an oath (circle correct response). (Name - type, stamp or print clearly) (Signature) My Commission Expires on: Nov 18<sup>th</sup> 2011

NOTARY'S SEAL OR STAMP



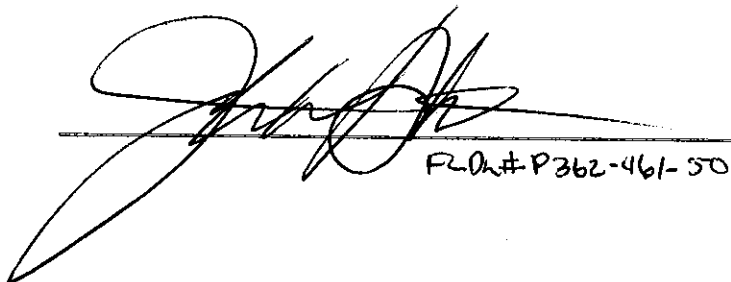
  
**BARBARA SCOTT**  
 Notary Public - State of Florida  
 My Commission Expires Nov. 18, 2011  
 Commission # DD 268884

**AFFIDAVIT**

**To Whom It May Concern:**

This form shall serve as VERIFICATION THAT ALL ARCHITECTURAL PERMIT DRAWINGS FOR GATEWAY PARK DEVELOPMENT, LOCATED ON GATEWAY ROAD IN THE TOWN OF LAKE PARK, FLORIDA FOR LPJ PROPERTIES, INC. HAVE BEEN COMPLETED AND ARE READY TO FILE FOR PERMIT AND THAT THE ARCHITECTURAL FIRM OF T & M DESIGN ARCHITECTURE & PLANNING, INC. HAS BEEN PAID IN FULL FOR SERVICES RELATED TO THE PRODUCTION OF THOSE DRAWINGS.

**JOHN A. (JACK) POTREKUS, PRESIDENT**

 (Signature)  
FLOR # P362-461-50-076-0

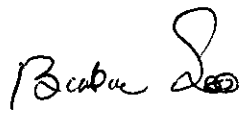
**NOTARY PUBLIC INFORMATION:**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 20 07 by John A. Potrekus

(name of person acknowledging). He/she is personally known to me or has produced (type of identification) as identification and did/did not take an oath (circle correct response). (Name - type, stamp or print clearly) (Signature) My Commission Expires on: Nov 18<sup>th</sup> 2011

NOTARY'S SEAL OR STAMP





**BARBARA SCOTT**  
Notary Public - State of Florida  
My Commission Expires Nov. 18, 2011  
Commission # DD 26864

ATTN: LINDA 881-3323 as 1gn

6616260741

P.01

**AFFIDAVIT**

To Whom It May Concern:

This form shall serve as VERIFICATION THAT ALL CIVIL ENGINEERING PERMIT DRAWINGS, I.E., PAVING, DRAINAGE, WATER AND SEWER DRAWINGS HAVE BEEN COMPLETED FOR GATEWAY PARK DEVELOPMENT, LOCATED ON GATEWAY ROAD IN THE TOWN OF LAKE PARK, FLORIDA FOR LPJ PROPERTIES, INC. AND THAT THE ENGINEERING FIRM OF JW ENGINEERING, INC. HAS BEEN PAID IN FULL FOR SERVICES RELATED TO THE ABOVE PERMIT DRAWINGS

James Wesson, P.E. President

*James W. Wesson* (Signature)

**NOTARY PUBLIC INFORMATION:**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2007 by James Wesson

(name of person acknowledging). He/she is personally known to me or has produced (type of D.L.

identification) as identification and did/did not take an oath (circle correct response). (Name - type,

stamp or print clearly) (Signature) My Commission Expires on: Feb. 15, 2010

*Amber Zarembski*  
NOTARY'S SEAL OR STAMP

*Amber J.*

