



# AGENDA

Lake Park Town Commission  
 Town of Lake Park, Florida  
 Regular Commission Meeting  
 Wednesday, October 1, 2008,  
 Immediately following the  
 Special Call CRA Board Meeting,  
 Lake Park Town Hall  
 535 Park Avenue

<b>Desca DuBois</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 Lemley</b>	—	<b>Town Clerk</b>

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PUBLIC and OTHER COMMENT**

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

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

- H. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

**For Approval:**

1. Regular Commission Meeting Minutes of September 17, 2008 Tab1
2. Purchase Two (2) Toro Groundskeeper 7200 Heavy Duty Mowers, Utilizing the State of Florida Contract #515-630-06-1 Tab2
3. Annual Fertilizer Application Agreement for the Town's Parks, Town Hall and Library with Chris Wayne & Associates Tab3
4. Annual Landscape Maintenance Agreement with Chris Wayne & Associates, Inc. for the Marina Utilizing the Competitive Bid Award of the Town of Ocean Ridge Tab4
5. Add Administrative Secretary Position Back to the Human Resources Department Budget and Authorize the Town Manager to make the Necessary Fund Transfer from the Non-Departmental Budget to the Human Resources Budget Tab5

I. **PUBLIC HEARING(S)**

**ORDINANCE ON SECOND READING:**

6. ORDINANCE NO. 16-2008 Abandonment of Public Right-of-ways Tab 6  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 72, ARTICLE I, PERTAINING TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CREATING SECTION 72-2 ENTITLED "CRITERIA FOR ABANDONING RIGHTS-OF-WAY;" CREATING SECTION 72-3 ENTITLED "APPLICATION FOR ABANDONMENT;" CREATING SECTION 72-4 ENTITLED "PROCEDURES FOR ABANDONMENT APPLICATIONS;" CREATING SECTION 72-4 ENTITLED "COMMISSION HEARING AND REPORT;" CREATING SECTION 72-6 ENTITLED "RECORDING;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

J. **ADJOURNMENT:**

# Consent Agenda

# TAB 1

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

Meeting Date: October 1, 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"/> 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: Regular Commission Meeting Minutes of September 17, 2008.

**RECOMMENDED MOTION/ACTION:** Approve the Minutes from the Regular Commission Meeting of September 17, 2008.

Approved by Town Manager *W.P. Davis* Date: *9/25/08*  
 Deputy Clerk *Jessie Spahr* Date of Actual Submittal *9/25/08*

<b>Originating Department:</b> Town Clerk	Costs: \$ N/A 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"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>VML</i> <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:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**September 17, 2008 7:38 p.m.**  
**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 17, 2008 at 7:38 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez Lemley.

Mayor DuBois led the Invocation.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Mendez Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Commissioner Carey to approve the Agenda; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 5-0.

**PUBLIC and OTHER COMMENT**

*Reverend Evelyn Turnquist, 711 Park Ave.* – stated she was concerned about an exposed valve that is connected to the irrigation on the west side of her driveway on Park Avenue. She asked what the valve was used for and if would be left as is.

Town Manager Maria Davis stated that she would find out and get back to her with that information.

*Joseph Sorota, 940 Park Ave.* – stated that he operates a liquor bar at 940 Park Avenue. He stated that he has struggled and spent much time, effort, and money to bring his property into

compliance with the Town's code. He stated that he received a Certificate of Compliance which he presented to the Commission. He stated that the Town has filed a foreclosure lawsuit against him. He stated that the liquor bar is his main source of income and pride. He stated that he is ill with a heart condition and his wife is in hospice with terminal cancer. He pledged going forward that the building would be a source of pride for the Town. He asked the Commission for help and requested that the Town Attorney work out a settlement agreement with him and allow him to keep his building and allow the Town to recoup some of the expenses.

Town Attorney Tom Baird stated that he would discuss the foreclosure suit with the Commission privately. He gave a brief history of the code violations on the property. He stated that he would need to discuss the matter with the Commission to receive their recommendations.

### **COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Mayor DuBois** announced a Tropical Bash that will be held by the Lake Park Kiwanis Club on Friday, September 19 at the Lake Park Marina. There will be a donation of \$15 for the event as well as food and door prizes.

**Commissioner Carey** stated that landscaping on Park Avenue was progressing well.

**Commissioner Balius** stated that the downtown area looked good and looked more spacious due to the new landscaping. He asked if anyone was attending the Regional Transportation Event. He stated that it was being held on September 26, 2008 and requested that someone attend with him.

**Mayor DuBois** announced that she will be out of town the weekend of September 26<sup>th</sup> through the 28th for a family event.

#### **Vice-Mayor Daly**

None

#### **Commissioner Osterman**

None

**Town Attorney Thomas Baird** distributed a letter he received from the owners of Venetian Isles to the Commission. He stated that the attorneys for Venetian Isles have responded and are addressing the security issues at the complex. They will be installing security gates with timers; contracting with the Palm Beach County Sheriff's Office for 15 hours of Deputy service on site; and retaining a security company to supplement the Deputy service. He stated that the principals of Shelter Corporation would be flying down from Minnesota to meet with him and the Town Manager to discuss the security issues at Venetian Isles.

**Commissioner Osterman** stated that given the severity and frequency of the incidents that have taken place in the Venetian Isles Community, 15 hours of security was inadequate.

**Town Attorney Thomas Baird** agreed and stated that he would address the issue with the principals of the Corporation at their meeting.

**Town Manager Maria Davis**

None

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes of August 20, 2008
2. Special Call Commission Meeting Minutes of August 27, 2008
3. Regular Commission Meeting Minutes of September 3, 2008
4. Special Call Commission Meeting Minutes of September 10, 2008
5. Purchase Sterling Model L. Tandem Axle Vac-Con Storm Water Utility Vehicle
6. Proclamation Declaring Constitution Week
7. Resolution No. 58-09-08 Urging Solid Waste Authority to Locate the Proposed New Landfill at its Current Western Site Rather than any Alternative Sites

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Balius to approve the Consent Agenda; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 5-0.

**PUBLIC HEARING: ORDINANCE ON 1st READING**

**ORDINANCE NO. 10-2008 – Business Tax**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING ORDINANCE 22-2007 AS RECENTLY CODIFIED IN CHAPTER 28 AT SECTION 28-51 OF THE TOWN CODE WHICH INCREASED THE ANNUAL BUSINESS TAX BY 25% FOR THE BUSINESSES LISTED IN ORDINANCE 22-2007; PROVIDING FOR THE REPEAL OF SECTION 28-43 ENTITLED “SELF-CLASSIFICATION OF BUSINESS MERCHANT”; PROVIDING FOR THE AMENDMENT OF SECTION 28-45, ENTITLED “ADDITIONAL TAX BASED ON MERCHANDISE STOCK;” PROVIDING FOR THE AMENDMENT SECTION 28-51 ENTITLED “SCHEDULE OF TAXES AND REGULATIONS” TO INCREASE THE ANNUAL BUSINESS TAX CHARGED BY THE TOWN FOR THOSE CLASSIFICATIONS OF BUSINESSES, OCCUPATIONS, AND PROFESSIONS AS**



**THEY EXISTED PRIOR TO THE ADOPTION OF ORDINANCE 22-2007 BY 5% PURSUANT TO SECTION 205.0535, FLA. STAT. (2007); PROVIDING FOR THE AMENDMENT OF THAT PORTION OF SECTION 28-51 REQUIRING ALL BUSINESSES CLASSIFIED AS MERCHANTS TO PAY AN INVENTORY TAX ON ALL STOCK OF MERCHANDISE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor DuBois gave a brief history of the Ordinance and stated that she requested that the Ordinance be pulled from the agenda in May 2008. She stated that she had deep and abiding problems with it.

Commissioner Osterman asked if there would be a presentation from staff.

Mayor DuBois stated that there would not be a presentation from staff.

Commissioner Osterman stated that she did not have a comparison for inventory taxes for neighboring municipalities.

Community Development Director Patrick Sullivan stated that a comparison on inventory taxes was not available. He stated that he did a study of the different communities and many of them use the same style as the Town where a minimum amount is levied and goes by a fee per thousand. He stated that a significant number of communities levy an inventory tax. He apologized for not providing a comparison. He stated that municipalities such as Palm Beach Gardens and North Palm Beach have an inventory tax.

Commissioner Osterman asked if North Palm Beach or Palm Beach Gardens have an automobile dealership.

Community Development Director Patrick Sullivan stated that a dealership was currently being built in North Palm Beach.

Attorney Thomas Baird stated that Palm Beach Gardens does not allow automobile dealerships and North Palm Beach has Ed Morse Chevrolet which is currently being redeveloped. He stated that the Town has had the Business Tax Ordinance for a number of years and the Ordinance was about increasing the base taxes by 5%. He stated that statutorily the Town is allowed to increase the tax rate by 5% once every two years. The Town has not increased its tax since the year 2000. He stated that the new Ordinance would clean up the language from the old Ordinance. He explained that when the Ordinance was adopted last year it cut out some of the classifications and when the attorneys for the auto dealerships reviewed the Ordinance they suggested that the reclassification was not appropriate and illegal. To address those concerns the Ordinance reverted back to an alphabetical listing which was the form prior to 2007.

Commissioner Osterman asked why the inventory tax was placed on every other business that held an inventory other than auto dealerships.

Attorney Thomas Baird stated that he had no knowledge of it, but discovered that there were other merchants that were not being charged for inventory tax despite the code requirement that all merchants be taxed equally. He stated that this issue has been corrected as well.

Commissioner Osterman stated that her concern was that taxation be applied equitably. She asked if they were on solid ground with capping one business and not others.

Attorney Thomas Baird stated that the Town had the discretion to treat classifications differently as long as they don't treat those within a classification differently. He stated that he and staff were recommending capping the auto dealer classification because of the nature of the business. He stated that if the classification was not capped, auto dealerships would be paying a significantly higher tax than other merchants. He stated that there is no cap on inventory tax for auto dealerships in the City of West Palm Beach, and gave several examples.

Mayor DuBois stated that the Town is working to get as much business in the Town as possible. She stated that autos sitting on a car lot are owned by the bank and she did not agree with the auto dealerships having to pay taxes on those cars. She stated that she agreed with the 5% increase. She did not agree with levying the inventory tax.

Commissioner Balius stated that the auto dealerships could have paid inventory tax over the past years but did not.

Vice-Mayor Daly stated that Earl Stewart of Earl Stewart Toyota did not own all of the vehicles on his lot. He asked how the Town would determine how to tax him on what he actually owns.

Town Manager Maria Davis stated that the taxation would be on what Mr. Stewart reports to the IRS.

Vice-Mayor Daly stated that Mr. Stewart could transfer a vehicle without paying the tax on it.

Attorney Thomas Baird explained the process that a merchant went through to pay inventory tax.

Commissioner Osterman stated that she wanted the changes to the Ordinance to be equitable. She stated that changes did bring more of a balance to the business taxes.

Commissioner Carey stated that nothing could be done about the past and all they could do now was to balance things out and be as fair as possible.

Vice-Mayor Daly stated that Ed Morse Chevrolet moved because of the changes to the inventory tax.

Town Manager Maria Davis stated that Ed Morse Chevrolet was already paying inventory tax.

Vice-Mayor Daly stated that he did not want the Town to lose business over the inventory tax issue.

Commissioner Osterman stated that the average increase in the business taxes was \$4.62 from the year 2000. She stated that the increase was not an unfair increase.

Attorney Thomas Baird stated that there would need to be a four to one vote to pass the Business Tax Ordinance. He stated that if the Ordinance is passed on first reading, the Mayor's and Vice-Mayor's concerns can be addressed and changes could be made before the 2<sup>nd</sup> reading. If the

Commission is still not in support of the Ordinance, they could leave the 5% increase to the base tax. If the Commission is also opposed to the 5% increase, they would need to adopt the old tax rate.

Town Manager Maria Davis stated that should the Commission adopt the old tax rate they would have to amend the budget. She explained that what the Town was basing their revenues on the 5% increase. Money would have to be drawn from reserves because the budget would not balance.

Commissioner Osterman expressed her concerns with the Business Tax Ordinance.

Discussion ensued among the Commissioners regarding the Business Tax Ordinance.

Town Attorney Thomas Baird explained the options that the Commission had with the Business Tax Ordinance.

### **Public Comment Open.**

*Attorney Richard Sarafan, 100 S.E. 2<sup>nd</sup> St., Miami, FL* – stated that he represented Earl Stewart Toyota. He stated that he agreed with the repealing of Ordinance No. 22-2007 because it was improper by increasing the business tax rates 25% and stated that he agreed that it would now be a 5% increase across the board. He stated that the new Ordinance would impose and require a merchant tax on inventory at auto dealerships for the first time. He stated that auto dealerships normally pay a flat rate based on their sales. He stated that Mr. Stewart opposed the merchant inventory tax. He proposed that this part of the Ordinance would be illegal because the Town cannot impose a new tax format without an equity study commission. He stated that Florida Statute Section 2050535 titled “Reclassification and Rate Structure Revisions” provides a method of making the Ordinance fair and equitable. The statute was enacted in 1993. He gave a history of equity studies done by the Town since 1995. He stated that the Town has not done an equity study since 1999. He stated that the Town could not lawfully make revisions or impose a new tax beyond the 5% without an equity study. He stated that FL Statute 2050535 section 3A caps increases on any taxpayer at \$5000. He stated that another reason that they oppose the merchant tax is because it is unfair to tax the automobile dealerships twice since the auto dealers already pay a flat rate tax based on the number of new and used cars they sell each year. The third reason they oppose the merchant tax is because the purpose of the tax is not supplied to raise revenues for the Town. He stated that in the Town’s code 28-32A it states that the fees are intended to cover the costs associated with the processing of applications and renewals by the Town staff. He stated that \$20,000 was a lot of money to pay for the processing of those applications and renewals. He stated that the Town’s Attorney rendered a legal opinion in which he stated that “This disparity could be of concern.” He stated that it would be in everyone’s best interest to avoid an unnecessary dispute. He stated that it was the Town’s position that auto dealerships were always required since the 2000 Ordinance to pay inventory taxes. He stated that the Ordinance 28-51 Subsection 139 defines a merchant as a seller of merchandise “not otherwise provided for in this chapter”. A business not mentioned would be lumped together as merchants. Motor Vehicles were provided for in the ordinance under Chapter 28-51 Subsection 144 and clearly were not subject to the inventory tax. He stated that that was the reason Town staff did not bill auto dealerships for inventory tax because they read the code and reached the same conclusion. He stated that the same year they enacted the merchant tax they did not bill the auto dealerships until the 2007 Ordinance. On August 21, 2007 the Town’s attorney rendered a

written opinion on whether or not it would be legal to charge dealerships the inventory tax. The conclusion of the Town Attorney was "Assuming the Town Commission adopts the inventory tax you propose for vehicle dealerships, it is not a given that the Town would prevail." The 2007 Ordinance passed on first reading the very next day and was approved on final reading at the very next meeting. He pointed out to the Town Attorney in their discussions that the Town's suggestion that all retail operations must have been intended to be taxed as merchants is also inconsistent with the Town code. He stated that the code made it clear that not everybody who could qualify as a merchant falls into the definition of merchant. He stated that he did not have an unnecessary dispute but the proposal is not right or legal. He stated that the Florida Automobile Dealers Association and the Florida Auto and Truck Dealers Association were very concerned about the proposal. He recommended that the Town not impose an inventory tax on auto dealerships.

**Public Comment Closed.**

Attorney Thomas Baird stated with regard to his written legal opinion, which stated it is not a given that the Town would prevail, he stated that it is not a good idea to tell a client that they would prevail in any litigation. He stated that with respect to the so called double taxation issue, the code specifically says that if a business is subject to taxation and more than one classification, they are required to pay for both classifications. He stated that on the issue of whether it was a tax or occupational fee is that it used to be an occupational licensing fee and under law it was required to cover only the administrative cost, but the Florida Legislature in its wisdom decided to change the Occupational Licensing Fee to a tax which is a revenue raising device, and is not limited to merely recovering administrative costs. When the legislature changed the requirements in 2005 the Town and all other municipalities responded by changing everything that stated "Occupational Licensing Fee" to "Business Tax".

Vice-Mayor Daly asked Town Attorney Baird if the Town was on solid ground.

Town Attorney Thomas Baird recommended that the Town's taxes be applied equally across the board.

Town Manager Maria Davis noted in response to Mr. Sarafan's comment that the Town's former Finance Director and former managers researched the Town code and did not feel it necessary to tax the auto dealerships, she stated that they also did not recognize that there was a TIF fund payable to the CRA.

Commissioner Balius recommended moving the Ordinance forward and to give staff a chance to provide the requested information.

**Motion: A motion was made by Commissioner Carey to approve Ordinance No. 10-2008 upon 1st reading; Commissioner Balius made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner			

Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois		X	

Motion passed 4-1.

Town Attorney Thomas Baird read Ordinance No. 10-2008 by caption-only.

**ORDINANCE NO. 16-2008 – Abandonment of Public Rights-of-Ways**  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 72, ARTICLE I, PERTAINING TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CREATING SECTION 72-2 ENTITLED “CRITERIA FOR ABANDONING RIGHTS-OF-WAY;” CREATING SECTION 72-3 ENTITLED “APPLICATION FOR ABANDONMENT;” CREATING SECTION 72-4 ENTITLED “PROCEDURES FOR ABANDONMENT APPLICATIONS;” CREATING SECTION 72-4 ENTITLED “COMMISSION HEARING AND REPORT;” CREATING SECTION 72-6 ENTITLED “RECORDING;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Community Development Director Patrick Sullivan explained the purpose of Ordinance No. 16-2008. He stated that the Ordinance would give the Town a process to abandon a right-of-way should they receive an application requesting to do so.

Vice-Mayor Daly asked for clarification of the process of selling a right-of-way.

Community Development Director Patrick Sullivan stated that there was no provision currently in the code for the sale of a right-of-way.

Discussion ensued among the Commissioners regarding Ordinance 16-2008 and the provisions and restrictions regarding rights-of-ways.

Attorney Thomas Baird explained the purpose of Ordinance 16-2008.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Osterman to approve Ordinance No. 16-2008 upon 1st reading; Vice-Mayor Daly made the second.**

Vote on Motion:

Commission	Aye	Nay	Other
------------	-----	-----	-------

Member			
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Attorney Thomas Baird read Ordinance No. 16-2008 by caption-only.

**RESOLUTIONS**

**RESOLUTION NO. 48-09-08 - Millage**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2008/2009; PROVIDING FOR AN EFFECTIVE DATE.**

Finance Director Anne Costello gave a Power Point presentation titled "Town of Lake Park Brief Overview of Tentative Budgets" (see Exhibit "A"). She explained that the millage rate would be 8.5163 which would be an increase of .8813 mills from the current millage rate of 7.6350. She stated that the rolled-back rate would be 8.2699 mills and the tentative millage is 2.98% over the rolled-back rate. She stated that the Debt Service Millage Rate would be 1.1500.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Carey to approve Resolution No. 48-09-08; Commissioner Balius made the second.**

**Vote on Motion:**

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner			

Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Resolution No. 48-09-08 by caption-only.

**RESOLUTION NO. 49-09-08 – FY 2008-2009 Budget**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Balius to approve Resolution No. 49-09-08; Commissioner Carey made the second.**

Vote on Motion:

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

Motion passed 5-0.

Attorney Thomas Baird read Resolution No. 48-09-08 by caption-only.

**DISCUSSION AND POSSIBLE ACTION**  
**2008 Semi-Annual Crime Statistics**

Town Manager Maria Davis explained that Commissioner Balius has requested that the item of the Town's crime statistics be placed for discussion and Captain Douglas Reece attend the meeting to give a presentation.

Captain Douglas Reece gave a Power Point presentation titled "District 10- Lake Park Law Enforcement Presentation" (see Exhibit "B"). He gave a brief overview of the organization of administrative staff and Deputies in the Sheriff's Department and the Deputies' sector assignments. He stated that he discussed random patrols versus directed patrol assignments with Town Manager Maria Davis. He stated that directed patrols were the most effective. He gave a breakdown of the Deputies' assignments (see Exhibit "B" page titled "Directed Patrol Assignments"). He gave an overview of patrol activity from August 1-31, 2008. He reviewed the page titled "Semi-Annual UCR 200-2008" (see Exhibit "B"). He stated that burglaries and larceny were up for the first six months of the year compared to last year but the Town was still below its average of 80. He stated that the Sheriff's Department has been proactive in addressing this issue by using directed patrols and bicycle patrols and using other units such as patrolling by horseback and aviation patrol over business areas over the weekend as well as canine and tactical units. He stated that theft has risen 225% over the last two years mainly because of theft at the big box retail stores such as Target, Wal-Mart, and K-Mart. He stated that he has met with management prior to store openings with recommendations for different types of security. He stated that the Sheriff's Department has always been proactive with new businesses and has had a meeting with Kohl's management recently. He stated that Wal-Mart has been their biggest challenge with theft. He stated that Wal-Mart has had a permanent Deputy assigned since their store opening and have recently expanded their permit to have Deputy there every day from 10 a.m. to midnight. He stated that there has still been a shoplifting issue since the Deputy has been there and there have been two to three arrests per day. He reviewed the page titled "Reports and Arrests" (see Exhibit "B"). He reviewed and explained the page titled "Annual UCR 1996-2007" (see Exhibit "B")

Town Manager Maria Davis stated that she saw information from Captain Reece that she does not see on a regular basis. She stated that Captain Reece has generated the reports and statistics himself and she stated that she and Captain Reece can keep the Commission more informed of those reports and statistics in the future on a monthly basis.

Captain Reece stated that if any of the Commissioners would like to come for a ride along with one of the Deputies they were more than free to do so, so that they can observe what a Deputy does throughout their work day.

Commissioner Balias stated that most of the complaints he receives from residents is that there are not enough patrols. He stated that it would be good if those residents were watching the meeting to see that there is adequate patrolling of the Town.

Commissioner Osterman asked if she could pull up statistics for neighboring municipalities from the FDLE website. She asked Captain Reece if he has seen an increase in crime for those municipalities.

Captain Reece stated that the statistics were not ready on the FDLE website. He stated that the statistics should be ready and available by October. He stated that he lives in the Village of Royal Palm Beach and has been informed that there has been a 40% crime rate increase in that municipality.

Commissioner Osterman asked if there was a comparison of theft for big box retail stores in other municipalities.



Captain Reece stated that Lake Park's Wal-Mart is the only Wal-Mart in the county that he is aware of that has an on site Deputy. He stated that crime rate increase in Royal Palm Beach was due mostly to larceny as well but he did not know what portion of those crimes took place at Wal-Mart.

Commissioner Osterman stated that she has been unable to open up attachments that she has received from the Town Manager regarding information sent from the Sheriff's office. She asked if the information could be sent to her directly.

Captain Reece stated that he would have to find out if he can do that legally because there is certain information that he can only send to the Town Manager.

Attorney Thomas Baird stated that he spoke with Town Manager Maria Davis and they agreed that it would be more efficient to have an Attorney Client Session regarding Mr. Sorota's foreclosure case which could be scheduled for an hour before the next Commission Meeting.

**The Commission came to consensus to have an Attorney Client Session to discuss the Sorota foreclosure case on October 1, 2008 at 6:15 p.m.**

## **ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 9:20 p.m.

---

Mayor DuBois

---

Deputy Clerk Jessica Shepherd

---

Town Clerk Vivian Mendez Lemley

Town Seal

Approved on this \_\_\_\_ of \_\_\_\_\_, 2008.

# TAB 2

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

Meeting Date: October 1, 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"/> 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"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Purchase Two (2) Toro Groundsmaster 7200 Heavy Duty Mowers, Utilizing the State of Florida Contract #515-630-06-1.**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager

*W. Davis*

Date:

*9/24/08*

Abu Canady, Public Works Director

Date of Actual Submittal

<b>Originating Department:</b> Public Works	<b>Costs \$33,537.88</b>  Funding Source: <b>General Fund – Grounds Maintenance Division</b>  Acct. # <b>406-64100</b>	<b>Attachments: Copy Equipment Specifications and quote, Certification of Contract 515-630-06-1</b>
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <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:**

**The Public Works Department seeks to replace two (2) existing lawn mowers that are used to maintain the turf areas at Lake Shore, Kelsey and Bert Bostrom Parks. These mowers have exceeded their useful life and are no longer cost effective to keep them running. The funding for the requested replacement is included in the adopted FY 08/09 budget.**

**Wesco Turf Supply, Inc, competitively bid and was awarded a contract with the State of Florida, Bureau of General Services, to supply lawn equipment to state entities. Staff wishes to piggy-back that contract award, and recommends approval of the Wesco Turf Supply, Inc proposal to provide two (2) Toro Groundmaster 7200 Heavy Duty Mowers. The specifications for the requested equipment are attached.**

**The cost for this equipment, as described in the attached specifications and under the current State of Florida contract, is \$33,537.88.**



1301 N.W. THIRD STREET / DEERFIELD BEACH, FL 33442  
 TEL: (954) 429-3200 • FAX: (954) 360-7657

**Quotation Provided for  
 City of Lake Park  
 September 2, 2008**

Qty.	Model #	Description	Unit Price	Extension
2 ea	30360	Toro Groundsmaster 7200 Heavy Duty Zero Turn Mower with: - 28 HP Kubota Diesel Engine - Direct P.T.O. Drive - 72" Side Discharge Deck - 2 Year Limited Warranty	\$20,809.50	\$41,619.00
2 ea	30358	Bimini Canvas Shade	202.50	405.00
2 ea	30375	Jack Stand	214.50	429.00
		Subtotal	\$21,226.50	\$42,453.00
		Florida State Contract Discount	(4,457.56)	(8,915.12)
		<b>Total</b>	<b>\$16,768.94</b>	<b>\$33,537.88</b>

**Pricing per Florida State Contract # 515-630-06-1  
 Effective 9/22/08 - 5/16/09**

<b>Toro Protection Plus</b>			
1 ea	C329	36 Month or 1800 Hrs Comprehensive Plan	614.00
1 ea	C439	48 Month or 2400 Hrs Comprehensive Plan	820.00



**Note:**

- Issue purchase order to Wesco Turf Supply, Inc.
- Shipment and service via Hector Turf

Provided by: Chris Fordney  
 954-429-3200



DEPARTMENT OF MANAGEMENT  
**SERVICES**

**"We serve those who  
serve Florida"**

**JEB BUSH**  
Governor

**Tom Lewis, Jr.**  
Secretary



Division of State Purchasing  
4050 Esplanade Way  
Suite 360  
Tallahassee, Florida  
32399-0950

Telephone:  
850-488-8440

Fax:  
850-414-6122

Internet:  
www.MyFlorida.com

**CERTIFICATION OF CONTRACT**

**TITLE: Lawn Equipment**

**STATE TERM CONTRACT NO.: 515-630-06-1**  
**ITB NO.: 22-515-630-M**  
**EFFECTIVE: May 17, 2006 through May 16, 2009**  
**SUPERSEDES: 515-630-03-1**  
**CONTRACTORS:**

- Wesco Turf Supply Inc. - Toro LCE Products (A)
- Sarlo Power Mowers, Inc. - Sarlo (A)
- Ariens Company - Gravely - Gravely (A)
- Florida Outdoor Equipment, Inc. - Scag (R)
- Kilpatrick Company - Jacobsen (Textron) (A)
- Wesco Turf Supply Inc. - Toro ProLine Products (A)
- Live Oak Lawn Supply, Inc. - Grasshopper (R)
- Wesco Turf Supply Inc. - Toro Commercial Products (A)
- Florida Outdoor Equipment, Inc. - Echo (R)
- Florida Outdoor Equipment, Inc. - Billy Goat (R)
- Excel Industries - Husler Turf (C)
- Dixie Chopper - Dixie Chopper (A)
- MTD Consumer Products Inc. - Cub Cadet Commercial; Cub Cadet 5000 & 6000 Series (A)
- John Deere Company - C&CE Division - John Deere (A)
- MTD Consumer Products Inc. - Cub Cadet 3000 Series Garden Tractors;
- Cub Cadet Log Splitters, 27 and 33 ton; Cub Cadet Z-Force Riders (A)
- Vermeer Southeast Sales & Service Inc. - Vermeer (A)
- Stihl Southeast, Inc. - Stihl (A)

**A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.**

**B. EFFECT - This contract was entered into to provide economies in the purchase of Lawn Equipment, by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.**

**C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.**

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

\_\_\_\_\_  
Authorized Signature (date)

DSP/ml/

Attachment



# TAB 3

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

Meeting Date: October 1, 2008

Agenda Item No. *Tab 3*

- |   |   |
|---|---|
| <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:** Annual Fertilizer Application Agreement for the Town's Parks, Town Hall and Library with Chris Wayne and Associates, Inc.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *H. G. Lewis* Date: *9/24/08*

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

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

<b>Originating Department:</b>  <b>Town Manager</b>	<b>Costs: \$ 15,159.96</b> <b>Funding Source: Public Works Grounds Contractual Services</b> Acct. # _____	<b>Attachments:</b> Proposal, Town of Ocean Ridge Award Notice
<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 _____:  Please initial one.

**Summary Explanation/Background:** The attached is a proposal for fertilizer to be installed at Lake Shore Park, Kelsey Park, Bert Bostrom Park, Town Hall and the Library four times per year. It also covers ant control for Bert Bostrom Park for the year. Staff is recommending

**award to CWA utilizing the Town of Ocean Ridge competitively bid contract as a "piggyback" contract. The funds have been budgeted for Fiscal Year 2008/09**

## **Annual Fertilizer Application Agreement For Lake Park Town Parks**

### **Overview**

Provide fertilizer services for one year for the Town of Lake Park Town Parks. Contract shall begin October 1, 2008 and end September 30, 2009, at which time the contract may be up for renewal. During the time that the Town of Lake Park and CWA are negotiating renewal, services shall remain the same as outlined below and shall be on a month to month basis. LOCATIONS OF SERVICE: 1.) KELSEY PARK 2.) LAKESHORE PARK (INCLUDES NORTH END) 3.) 6TH STREET BALL FIELD and 4.) TOWN HALL AND LIBRARY

### **Fertilizer Services**

- Deliver and install 100% coverage to turf areas per fertilizer manufacturer's specification.
- Location 1 – St. Augustine Fertilizer type: 20-0-10 with 92% atrazine, approximately 200,000 total square feet of turf.
- Location 2 – St. Augustine Fertilizer type: 20-0-10 with 92% atrazine. Turf Special for Bermuda 15-0-15, approximately 320,000 total square feet of turf.
- Location 3 - St. Augustine Fertilizer type: 20-0-10 with 92% atrazine. All turf areas approximately 225,000 sq ft.
- Location 4 - Deliver and install fertilizer with 20-0-10 with 92% atrozine. All turf areas approximately 37,500 sq ft.
- Fertilizer to be installed (4) x per year. (1 x per quarter)
- Location 3: Ant killer application (1) year control – Deliver and install Cease Fire and Max Force Fire Ant Bait for year round preventative.

### **Supervision**

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

### **Compensation**

CWA shall be paid a monthly payment of **\$1,263.33** due on the 10th of each month.

### **Termination**

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

**Warranty**

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

Submitted

Accepted

\_\_\_\_\_  
Chris Wayne and Associates, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Client signature

Date: \_\_\_\_\_

# TOWN OF OCEAN RIDGE

6450 NORTH OCEAN BOULEVARD  
OCEAN RIDGE, FLORIDA 33435

TELEPHONE: (561) 732-2635

FAX: (561) 737-8359

KENNETH M. KALEEL  
MAYOR, CHAIRMAN OF COMMISSION

KENNETH N. SCHENCK, JR.  
TOWN MANAGER



COMMISSIONERS  
DR. LYNN L. ALLISON  
BETTY P. B. BINGHAM  
NANCY L. HOGAN  
GEOFF A. PUGH

March 6, 2008

Mr. Chris Dellago, RLA  
Chris Wayne and Associates, Inc.  
15863 97<sup>th</sup> Drive North  
Jupiter, Fl. 33478

Dear Mr. Dellago,

I want to thank you for your interest in the Town of Ocean Ridge's landscape maintenance contract. We received eight bidders for this project. The bids ranged from \$29,800 to \$104,200. Your proposal, Chris Wayne and Assoc., was the low bid. The Town Commission has accepted this bid for the maintenance service.

Thank you again for your interest in Ocean Ridge and I look forward to working with you.

Sincerely,

Kenneth N. Schenck, Jr.  
Town Manager

## CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract made this 4th day of March, 2008, by and between Chris Wayne and Associates, Inc., 15863 97<sup>th</sup> Drive North, Jupiter, Florida 33478, ("Contractor") and the Town of Ocean Ridge, a Florida municipal corporation, 6450 North Ocean Boulevard, Ocean Ridge, Florida 33435, ("Town").

WHEREAS, the Town has parcels of land in need of landscape maintenance; and has determined that such maintenance is important to the health, safety and welfare of the Town, as well as aesthetics; and

WHEREAS, the Contractor has considerable expertise and experience in landscape maintenance services; and

WHEREAS, the Town desires to contract with the Contractor for the landscape maintenance services of these parcels of land.

NOW THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable considerations, the parties agree as follows:

1. Recitals. The above recitals are true and correct, and are asserted herein by reference as if set forth in full below.

2. Nature of Contract. This contract is for landscape maintenance services by a non-employee of the Town. The Contractor shall be responsible for the filing and payment of all licenses, taxes, and insurance required by law. The Town shall not be liable for same, and the Contractor shall hold the Town harmless for the failure to file or make such payments. The Town shall not be liable for any damage, loss or injury caused by the Contractor, and the Contractor shall hold the Town harmless for any claims arising directly or indirectly from such incidents. Contractor is an independent contractor and nothing contained herein shall be deemed to establish an employee/employer relationship between Contractor and the Town.

3. Attachments. The Bid submitted by the Contractor shall be contained in Attachment A, attached hereto and made a part hereof.

4. General Conditions and Terms. All of the terms and conditions contained in Attachment A hereto are incorporated as if fully set forth herein and shall constitute terms and conditions of this contract. In the event of any conflict between the terms of the Attachments and the provisions of the body of the contract, the provisions of the body of the contract shall prevail.

5. Insurance Requirements. The Contractor shall provide the Town with certified copies of all insurance policies providing coverage as required. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance providing coverage as required below.

a. Worker's compensation and employer's liability insurance for all employees of the Contractor engaged in work under the contract in accordance with the laws of the State of Florida. The Contractor shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive general liability insurance with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage liability per occurrence.

c. Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage per occurrence.

All liability insurance and professional liability policies shall specifically provide that the Town of Ocean Ridge is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under the contract. Insurance companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days that written notice has been given to the Town by certified mail.

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. General Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify, defend, save, and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have risen out of or in consequence of the services furnished by or operations of the Contractor or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the successful bidder and/or his subcontractors, agents, servants or employees in the provision of the services under this contract.

7. Term of Contract. The term of the contract shall be for a one (1) year period from the day and year first written above. At the Town's sole discretion extensions of the contract may be given in one (1) year increments.



8. Termination of Contract.

a. Town's Termination for Default. The Town may terminate the contract on thirty (30) days written notice to the Contractor, before the termination date without prejudice to any other remedy the Town may have, when the Town determines, in its sole discretion, that the Contractor has failed to perform its obligations under the contract and fails to cure such default, if curable, within fifteen (15) days after receiving notice of such default.

b. Town's Termination without Default. The Town may elect to terminate the contract on sixty (60) days written notice to the Contractor, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

c. Contractor's Termination without Default. The Contractor may terminate the contract on sixty (60) days written notice to the Town, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

9. Method of Payment. The Town agrees to pay the Contractor the fees set forth in Attachment A under the terms and conditions of this contract.

10. Inspections. The Town Manager or his designee shall make inspections of the landscape maintenance and shall issue directions concerning the work as required.

11. Notice. Whenever either party desires to give notice to the other party as required in this contract, it must be given by written notice sent hand delivery or by Certified United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For Town: Kenneth N. Schenck, Jr., Town Manager  
Town of Ocean Ridge  
6450 North Ocean Boulevard  
Ocean Ridge, Florida 33435

Kenneth G. Spillias, Attorney  
Lewis, Longman & Walker, P.A.  
1700 Palm Beach Lakes Blvd. Suite 1000  
West Palm Beach, Fl. 33401

For Contractor: Chris Dellago, President  
Chris Wayne and Associates, Inc  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478

12. Attorneys Fees. Should it be necessary to bring an action to enforce any of the provisions of this contract, attorney's fees, including those at the appellate level, shall be awarded to the prevailing party.

13. Jurisdiction and Venue. By the execution of this contract the parties expressly consent to personal jurisdiction of Florida State Courts, and venue in Palm Beach County, Florida, for the limited purpose of litigating a dispute arising out of this contract.

14. Governing Law. This contract shall be governed under the laws of the State of Florida.

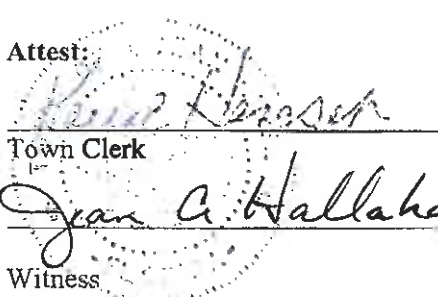
15. Modification. This contract may be modified only upon the mutual written consent of both parties.

16. Assignments. This contract may not be assigned without the written consent of the Town.

17. Severability. If any clause, section or provision of this contract shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or if abrogated or negated by a change in law, the same shall be eliminated from this contract and the remaining portion of this contract shall be in full force and effect and be as valid as if such invalid portion thereof had not been incorporated herein.

IN WITNESS whereof, the parties hereto have entered into this Contract on the day and year first written above.

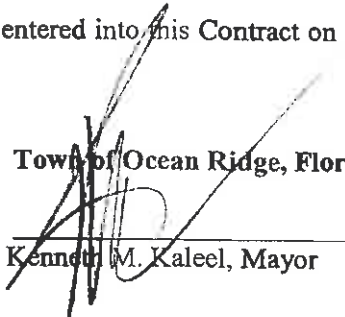
Attest:

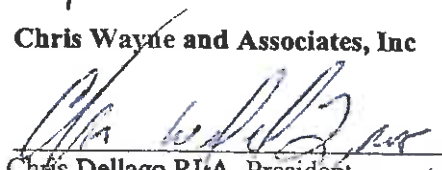
  
Kenneth M. Kaleel  
Town Clerk

Jean A. Hallahan  
Witness

Kathleen  
Witness

Approved as to Form and Legal Sufficiency:  
Kenneth M. Kaleel  
Town Attorney

Town of Ocean Ridge, Florida  
  
Kenneth M. Kaleel, Mayor

Chris Wayne and Associates, Inc  
  
Chris Dellago RIA, President

3/29/08

# TAB 4

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

Meeting Date: October 1, 2008

Agenda Item No. *Tab 4*

- |  |  |
|--|--|
| <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: Annual Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. for the Marina Utilizing the Competitive Bid Award of the Town of Ocean Ridge.**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *9/24/08*

Name/Title

Date of Actual Submittal

<b>Originating Department:</b> Town Manager	Costs: \$36,725.04  Funding Source: Acct. #	Attachments: Proposal, Town of Ocean Ridge Award Letter
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:** Chris Wayne and Associates, Inc. (CWA) has been maintaining the Marina landscaping for the past year. CWA has also maintained various

landscaped areas located within the geographic boundaries of the CRA in a highly commendable fashion.

The attached proposal encompasses full landscape maintenance for the Marina including weekly mowing and maintenance of all landscape material and beds, weekly inspection and repair of irrigation, eight applications of fertilizer for the Bermuda Turf and four applications for the St. Augustine sod and one application of mulch for all of the beds and one application of fire ant bait.

Staff is recommending "piggybacking" the recent award with the Town of Ocean Ridge. The cost of the maintenance agreement is fully budgeted in the Fiscal Year 2008/09 budget.

## **Annual Landscape Maintenance Agreement For Lake Park Harbor Marina**

### **Overview**

Provide lawn and landscape maintenance services for one year for the Town of Lake Park Harbor Marina. Contract shall begin October 1, 2008 and end September 30, 2009, at which time the contract may be up for renewal. During the time that the Town of Lake Park and CWA are negotiating renewal, services shall remain the same as outlined below and shall be on a month to month basis.

### **Landscape Maintenance Services**

- Provide landscape maintenance services no less than once a week.
- Mow *weekly*. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rodeo or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- Contractor shall repair and replace any damaged equipment due to Contractor's landscape maintenance activities.
- Fertilizer – St. Augustine (4) x per year - Deliver and install 100% coverage to all turf areas per fertilizer manufacturer's specification. Fertilizer type: Turf Special 20-0-10 with 92% atrazine.

- Fertilizer – Bermuda (8) x per year approximately every 45 calendar days- Deliver and install 100% coverage Turf Special for Bermuda 15-0-15, approximately 90,000 total square feet of turf.
- Red mulch application (1) x per year – Deliver and install red mulch around main building and entryways. Mulch depth to be maintained at a minimum 2".
- Cypress mulch application (1) x per year – Deliver and install mulch for landscape beds in parking and boating areas throughout marina. Mulch depth to be maintained at a minimum 2".
- Ant killer application (1) year control – Deliver and install Cease Fire and Max Force Fire Ant Bait.

**Supervision**

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

**Compensation**

CWA shall be paid a monthly payment of **\$3,060.42** due on the 10th of each month.

**Additional Services**

Additional services include but are not limited to irrigation work charged at \$75.00 per hour plus material, additional landscaping, consulting services.

**Termination**

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

**Warranty**

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

*We look forward to providing you with high quality landscape maintenance services.*

Submitted

Accepted

\_\_\_\_\_  
Chris Wayne and Associates, Inc.

\_\_\_\_\_  
Client signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# TOWN OF OCEAN RIDGE

6450 NORTH OCEAN BOULEVARD  
OCEAN RIDGE, FLORIDA 33435

TELEPHONE: (561) 732-2835  
FAX: (561) 737-8359

KENNETH M. KALEEL  
MAYOR, CHAIRMAN OF COMMISSION

KENNETH N. SCHENCK, JR.  
TOWN MANAGER



COMMISSIONERS  
DR. LYNN L. ALLISON  
BETTY P. B. BINGHAM  
NANCY L. HOGAN  
GEOFF A. PUGH

March 6, 2008

Mr. Chris Dellago, RLA  
Chris Wayne and Associates, Inc.  
15863 97<sup>th</sup> Drive North  
Jupiter, Fl. 33478

Dear Mr. Dellago,

I want to thank you for your interest in the Town of Ocean Ridge's landscape maintenance contract. We received eight bidders for this project. The bids ranged from \$29,800 to \$104,200. Your proposal, Chris Wayne and Assoc., was the low bid. The Town Commission has accepted this bid for the maintenance service.

Thank you again for your interest in Ocean Ridge and I look forward to working with you.

Sincerely,

Kenneth N. Schenck, Jr.  
Town Manager



## CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract made this 4th day of March, 2008, by and between Chris Wayne and Associates, Inc., 15863 97<sup>th</sup> Drive North, Jupiter, Florida 33478, ("Contractor") and the Town of Ocean Ridge, a Florida municipal corporation, 6450 North Ocean Boulevard, Ocean Ridge, Florida 33435, ("Town").

WHEREAS, the Town has parcels of land in need of landscape maintenance; and has determined that such maintenance is important to the health, safety and welfare of the Town, as well as aesthetics; and

WHEREAS, the Contractor has considerable expertise and experience in landscape maintenance services; and

WHEREAS, the Town desires to contract with the Contractor for the landscape maintenance services of these parcels of land.

NOW THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable considerations, the parties agree as follows:

1. Recitals. The above recitals are true and correct, and are asserted herein by reference as if set forth in full below.

2. Nature of Contract. This contract is for landscape maintenance services by a non-employee of the Town. The Contractor shall be responsible for the filing and payment of all licenses, taxes, and insurance required by law. The Town shall not be liable for same, and the Contractor shall hold the Town harmless for the failure to file or make such payments. The Town shall not be liable for any damage, loss or injury caused by the Contractor, and the Contractor shall hold the Town harmless for any claims arising directly or indirectly from such incidents. Contractor is an independent contractor and nothing contained herein shall be deemed to establish an employee/employer relationship between Contractor and the Town.

3. Attachments. The Bid submitted by the Contractor shall be contained in Attachment A, attached hereto and made a part hereof.

4. General Conditions and Terms. All of the terms and conditions contained in Attachment A hereto are incorporated as if fully set forth herein and shall constitute terms and conditions of this contract. In the event of any conflict between the terms of the Attachments and the provisions of the body of the contract, the provisions of the body of the contract shall prevail.

5. Insurance Requirements. The Contractor shall provide the Town with certified copies of all insurance policies providing coverage as required. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance providing coverage as required below.

a. Worker's compensation and employer's liability insurance for all employees of the Contractor engaged in work under the contract in accordance with the laws of the State of Florida. The Contractor shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive general liability insurance with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage liability per occurrence.

c. Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage per occurrence.

All liability insurance and professional liability policies shall specifically provide that the Town of Ocean Ridge is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under the contract. Insurance companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days that written notice has been given to the Town by certified mail.

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. General Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify, defend, save, and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the services furnished by or operations of the Contractor or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the successful bidder and/or his subcontractors, agents, servants or employees in the provision of the services under this contract.

7. Term of Contract. The term of the contract shall be for a one (1) year period from the day and year first written above. At the Town's sole discretion extensions of the contract may be given in one (1) year increments.

8. Termination of Contract.

a. Town's Termination for Default. The Town may terminate the contract on thirty (30) days written notice to the Contractor, before the termination date without prejudice to any other remedy the Town may have, when the Town determines, in its sole discretion, that the Contractor has failed to perform its obligations under the contract and fails to cure such default, if curable, within fifteen (15) days after receiving notice of such default.

b. Town's Termination without Default. The Town may elect to terminate the contract on sixty (60) days written notice to the Contractor, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

c. Contractor's Termination without Default. The Contractor may terminate the contract on sixty (60) days written notice to the Town, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

9. Method of Payment. The Town agrees to pay the Contractor the fees set forth in Attachment A under the terms and conditions of this contract.

10. Inspections. The Town Manager or his designee shall make inspections of the landscape maintenance and shall issue directions concerning the work as required.

11. Notice. Whenever either party desires to give notice to the other party as required in this contract, it must be given by written notice sent hand delivery or by Certified United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For Town: Kenneth N. Schenck, Jr., Town Manager  
Town of Ocean Ridge  
6450 North Ocean Boulevard  
Ocean Ridge, Florida 33435

Kenneth G. Spillias, Attorney  
Lewis, Longman & Walker, P.A.  
1700 Palm Beach Lakes Blvd. Suite 1000  
West Palm Beach, Fl. 33401

For Contractor: Chris Dellago, President  
Chris Wayne and Associates, Inc  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478

12. Attorneys Fees. Should it be necessary to bring an action to enforce any of the provisions of this contract, attorney's fees, including those at the appellate level, shall be awarded to the prevailing party.

13. Jurisdiction and Venue. By the execution of this contract the parties expressly consent to personal jurisdiction of Florida State Courts, and venue in Palm Beach County, Florida, for the limited purpose of litigating a dispute arising out of this contract.

14. Governing Law. This contract shall be governed under the laws of the State of Florida.

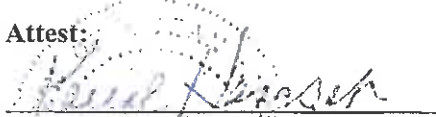
15. Modification. This contract may be modified only upon the mutual written consent of both parties.

16. Assignments. This contract may not be assigned without the written consent of the Town.

17. Severability. If any clause, section or provision of this contract shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or if abrogated or negated by a change in law, the same shall be eliminated from this contract and the remaining portion of this contract shall be in full force and effect and be as valid as if such invalid portion thereof had not been incorporated herein.

IN WITNESS whereof, the parties hereto have entered into this Contract on the day and year first written above.

Attest:

  
Town Clerk

  
Witness

  
Witness

Approved as to Form and Legal Sufficiency:

  
Town Attorney

  
Town of Ocean Ridge, Florida

Kenneth M. Kaleel, Mayor

  
Chris Wayne and Associates, Inc

Chris Dellago RLA, President

3/29/08

# TAB 5

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

Meeting Date: **October 1, 2008**

Agenda Item No. *Tab 5*

- |   |   |
|---|---|
| <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: Add Administrative Secretary Position Back to the Human Resources Department Budget and Authorize the Town Manager to make the Necessary Fund Transfer from the Non-Departmental Budget to the Human Resources Budget.**

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *9/25/08*

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

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

<b>Originating Department:</b>  Town Manager	<b>Costs: \$35,250</b>  <b>Funding Source: Non – Departmental, Transfer to Fund Balance Acct. Acct. #900-99907</b>	<b>Attachments:</b>
<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 _____:  Please initial one.

--	--	--

**Summary Explanation/Background:** The former Human Resources Administrative Secretary vacated her position in May 2008. In an effort to minimize the impact on the upcoming FY 2008/2009 budget, the Human Resources Director and the Town Manager chose to eliminate the vacant Administrative Secretary position. It was decided that the Town Manager's Secretary would absorb the duties of the former Human Resources Administrative Secretary. The Town Manager's secretary was given a 20% salary increase in the amount of \$7,750 for assuming these duties.

After four months of the Town Manager's secretary performing the dual function, it is very apparent that the work load exceeds an acceptable level, and is adversely affecting the work flow of both the Town Manager and Human Resources Director.

This agenda item is a request to reinstate the position of Administrative Secretary in the Human Resources Department. The cost of the position with salary, FICA and Insurances is \$43,000. The Town Manager's Secretary's salary would be reduced by \$7,750. The net cost of adding this position is \$35,250. The Town Manager is respectfully requesting authorization to transfer the funds accordingly.

# TAB 6



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

Meeting Date: October 1, 2008

Agenda Item No.

*Tab 6*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION     |
| <input checked="" 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"/> Other:                                 |   |

**SUBJECT:** an ordinance amending chapter 72 and providing for a method to set forth limitations and requirements for the abandonment of public rights-of-way.

**RECOMMENDED MOTION/ACTION:** Adoption

Approved by Town Manager

*[Signature]*

Date:

*9/25/08*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Ordinance</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>M</i>	<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 _____: <i>[Signature]</i> <i>9/25/08</i> Please initial one.

**Summary Explanation/Background:** This application for a code text amendment was initiated and paid for by Stewart Toyota in anticipation of applying for a specific road abandonment at some point in the future. After researching the request it was determined that there is no existing method in the code for the Town Commission to abandon rights of way if the commission chooses to do so. Therefore, an amendment to the code is required and this ordinance amendment request will provide that method. This ordinance does not provide for the abandonment of any specific right of way it is simply a method that establishes the criteria to be reviewed and the process to follow if an applicant were to request an abandonment of a right of way. This ordinance will apply to any and all future requests for abandonment, not just Stewart Toyota. Any future request for abandonment will have to go through the process that is approved in this ordinance.

**ORDINANCE NO. 16-2008**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 72, ARTICLE 1, PERTAINING TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CREATING SECTION 72-2 ENTITLED "CRITERIA FOR ABANDONING RIGHTS-OF-WAY;" CREATING SECTION 72-3 ENTITLED "APPLICATION FOR ABANDONMENT;" CREATING SECTION 72-4 ENTITLED "PROCEDURES FOR ABANDONMENT APPLICATIONS;" CREATING SECTION 72-4 ENTITLED "COMMISSION HEARING AND REPORT;" CREATING SECTION 72-6 ENTITLED "RECORDING;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Commission has adopted general provisions pertaining to public rights-of-way, which have been codified at Chapter 72 of the Code of Ordinances; and

**WHEREAS**, Town staff has determined that creating Sections 72-2, 72-3, 72-4, 72-5, and 72-6 of the Code is necessary to clarify the Town's requirements for the abandonment of public rights-of-way; and

**WHEREAS**, Town staff has recommended to the Town Commission that Sections 72-2, 72-3, 72-4, 72-5, and 72-6 of Chapter 72 of the Town's Code be created in order to more accurately set forth the limitations and requirements for the abandonment of public rights-of-way; 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 provide separate and distinct criteria for applications and abandonment's of public rights-of-way;

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 72, Article I, of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

**Sec. 72-2. Criteria for abandoning public rights-of-way.**

(a) All applications for the abandonment of public rights-of-way shall be reviewed and acted upon by the Town Commission. The burden of proof shall be upon the applicant to show that the application is consistent with the Town's comprehensive plan and all of the standards listed in this section.

(b) The Town Commission may approve an abandonment application if the applicant demonstrates, by clear and convincing evidence, that a right-of-way is no longer required for a public use and convenience. Any proposed abandonment of a public right-of-way shall demonstrate that such action furthers the health, safety and welfare of the Town's residents. In making this determination, the Town Commission shall consider whether:

(1) the abandonment deprives any business or individual of a reasonable means of ingress and egress to that business or individual's property;

(2) the abandonment adversely affects utility service efficiency, or precludes the future provision of public or private utility services;

(3) the abandonment reduces adjacent property values; and

(4) the abandonment eliminates the potential use of dedicated property for a public purpose, including, but not limited to, pedestrian or vehicular access, recreation, environmental preservation, or stormwater management.

(c) Generally abandonments for an entire right-of-way should be considered, unless there are extenuating circumstances for considering the partial abandonment of a right-of-way.

(d) Each abandonment application shall include written statements from all public utilities serving the Town, including water, sewer, electric or cable television utilities, stating whether or not the proposed abandonment would adversely affect that utility.

(e) Prior to the Commission's consideration of the abandonment application the Community Development Director shall obtain an appraisal from a Florida licensed real estate appraiser of the subject property and the applicant shall reimburse the Town for the cost of same.

(f) The abandonment of a public right-of-way shall not occur until the applicant has paid to the Town the appraised value of the property to be abandoned, except as allowed by subsection (f) below. An abandonment approval shall be void if payment does not occur within 90 days from the date of approval by the Town Commission.

(g) The Town Commission may abandon an unused alley, street, utility easement, located within a residential zoning district, without payment to the Town, provided the abandonment is to the benefit of the Town, and the right-of-way is currently not used, or is not contemplated for future use by the public entity, such as a water, sewer, electric or cable television utility.

**Sec. 72-3. Application for abandonment.**

All requests for abandonment to the Town shall be made in writing upon an application form giving the following information:

- (1) The name and address of the applicant.
- (2) A description of the real property if any owned by the applicant, which would be affected by the abandonment request.
- (3) The reason for the abandonment request.
- (4) A general description of the street, alley or easement, other non-fee interest of the Town in real estate, which is to be abandoned and its location. A legal description, and a plat, survey or engineering drawing of the area involved.
- (5) The names and addresses of the owners, businesses or occupants of real property bounding and abutting the street, alley, or easement sought to be abandoned, and the property owners located within 250 feet thereof.
- (6) Such other relevant information as may be required in order to fully present the full circumstances of the abandonment request.

**Sec. 72-4. Procedures for abandonment applications.**

Applications for abandonment, together with the fee therefore, shall be made and presented to the Director of the Community Development Department, who shall proceed as follows:

(1) The Director shall review the application for compliance with the above requirements, returning incomplete or inaccurate applications to the applicant submitting same for correction or completion.

(2) The Director shall consult with the Public Works Director, Town Engineer, Town Attorney, or other staff advisors to the Town to review the relevant information concerning the abandonment requested.

(3) The Town shall require the applicant to notify all public utilities that may be affected by the abandonment requested, and obtain their response thereto.

(4) The Town shall require the applicant to notify the general public by posting signs and publishing notice upon the street or alley, or portion thereof affected, setting forth notice of the proposed abandonment, and of the date of the hearings to be held thereon by the Planning and Zoning Board.

**Sec. 72-5. Commission hearing and report.**

(a) The Town Commission shall hold a public hearing regarding the application for abandonment.

(b) The Commission shall consider the public right and interest in the right-of-way, subject to the application for abandonment from the standpoint of the benefit of the community as a whole, and may make findings regarding any rearrangement of streets and rights-of-way, which are involved therein in order to secure a more regular and harmonious system for traffic circulation. The Commission shall also determine valuation of any such street, alley, easement, or right-of-way to be abandoned, and the extent to which the public interest and general welfare of the community might be compensated by obtaining any alternate right-of-way, or any monetary contribution for additional right-of-way, or by any combination thereof, in exchange for the abandonment requested. The Commission may recommend conditions as appropriate for the requested abandonment.

**Sec. 25-6. Recording.**

It shall be incumbent upon the applicant to file a certified copy of the abandonment ordinance in the official records with the Clerk of the Circuit Court for Palm Beach County, and to furnish a copy of the recorded document to the Town Manager for inclusion in the official Town records.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

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

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