



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, March 7, 2007, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

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

A. CALL TO ORDER

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 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. Regular Commission meeting minutes of February 21, 2007. Tab1
2. Resolution No. 13-03-07 Appointing Maria Davis to Seacoast Utilities Board. Tab2
3. Resolution No. 14-03-07 Appointing Maria Davis Northlake Blvd Task Force. Tab3
4. Resolution No. 15-03-07 County Traffic Study. Tab4
5. Resolution No. 17-03-07 Waste Management Roll Off. Tab5
6. Resolution No. 18-03-07 Lake Shore Park – In-Kind. Tab6
7. Resolution No. 19-03-07 Public Works Auction. Tab7
8. Palm Beach County Reimbursement Grant for “Recovery in Motion”. Tab8

I. **PUBLIC HEARING(S)**

ORDINANCE ON SECOND READING:

9. **ORDINANCE NO. 01-2007 Performance Bond.**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, SECTION 2-250 ENTITLED “ALTERNATIVE SOURCE SELECTION” OF THE TOWN CODE OF ORDINANCES PERTAINING TO THE DETERMINATION OF THE MONETARY AMOUNT OF BID SECURITY AND PAYMENT AND PERFORMANCE BOND REQUIREMENTS FOR CONSTRUCTION PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab9

10. **ORDINANCE NO. 04-2007 Future Land Use Map for First Baptist Church.**

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 TO CHANGE THE LAND USE DESIGNATION OF A .918 ACRE PROPERTY GENERALLY LOCATED AT 614, 622, 628, 636, 646 GREENBRIAR DRIVE WITHIN THE TOWN OF LAKE PARK FROM RESIDENTIAL TO OTHER PUBLIC FACILITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 10

11. **ORDINANCE NO. 05-2007 First Baptist Text.**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED “DEFINITIONS;” AND AMENDING ARTICLE III, SECTION 78-62 ENTITLED “R-1A RESIDENCE DISTRICTS” AMENDING SECTION 78-63

ENTITLED “R-1B RESIDENCE DISTRICTS;” SECTION 78-64 ENTITLED “R-1 RESIDENCE DISTRICTS;” SECTION 78-65 ENTITLED “R-2A RESIDENCE DISTRICTS;” SECTION 78-66 ENTITLED “R-2 RESIDENCE DISTRICTS;” SECTION 78-67 ENTITLED “R-3 RESIDENCE DISTRICTS;” REPEALING SECTION 78-68 ENTITLED “C-1A BUSINESS DISTRICTS;” AND AMENDING SECTION 78-69 ENTITLED “C-1B BUSINESS DISTRICTS;” TO PROVIDE FOR ACCESSORY USES FOR CHURCHES AND RESIDENTIAL DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. **Tab 11**

12. ORDINANCE NO. 06-2007 Amend Section 2-82 of the Code of Ordinances Pertaining to Powers and Duties of Town Manager.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED “OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR THE AMENDMENT OF ARTICLE III FORMALLY RECOGNIZING THAT THE TOWN ATTORNEY IS AN OFFICER OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. **Tab 12**

J. RESOLUTION(S):

13. RESOLUTION NO. 20-03-07 Revise Lake Park Employee Handbook disciplinary guidelines and grievance procedures.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN OF LAKE PARK EMPLOYEE POLICY/HANDBOOK SO AS TO BE CONSISTENT WITH ORDINANCE 6-2007 TO AMENDING SECTION 2-82 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO THE POWERS AND DUTIES OF THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE. **Tab 13**

K. QUASI-JUDICIAL HEARING

14. RESOLUTION NO. 16-03-07 Pool Barrier.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION FOR A 2,600 SQUARE FOOT STORAGE/WAREHOUSE USE AND A SITE PLAN FOR A 2,600 SQUARE FOOT STORAGE/WAREHOUSE BUILDING, SUBJECT TO CONDITIONS OF SITE PLAN APPROVAL, TO BE LOCATED ON .48 ACRES OF PROPERTY, OWNED BY 1313 GROUP AND LOCATED AT 1313 SOUTH KILLIAN DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE. **Tab 14**

L. GENERAL APPROVAL OF ITEM:

15. Authorization to expend reserved funds to refurbish Lake Shore Park. **Tab 15**

M. ADJOURNMENT:

Consent Agenda

TAB 1

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

Meeting Date: March 7, 2007

Agenda Item No. *Tab 1*

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

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Regular Commission Meeting Minutes of February 21, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of February 21, 2007.

Approved by Town Manager

W. Davis

Date:

3/1/07

Jenice Shakerl
Name/Title *Deputy Clerk*

2/28/07

Date of Actual Submittal

Originating Department: Finance	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <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>VM</i> <input type="checkbox"/> Town Manager _____
Advertised: 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
February 21, 2007 7:50 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 21, 2007 at 7:50 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Karen Roselli, and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.
 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; 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 Castro	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Richard Ahrens, 1461 Kinetic Rd. – asked for clarification of the alleyway project between 7th and 10th St.

Mayor Castro explained that Mr. Ahrens would be responsible for landscaping.

Mr. Ahrens stated that he would be sodding and stabilizing the areas. He stated that his company met with the utility companies and they addressed all of the issues regarding the alleyway project.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey

Commissioner Carey announced that he had an opponent and was running in the March 13, 2007 election for a second term.

Commissioner Carey asked if there could be a yearly ramp fee at the Marina.

Commissioner Carey stated that a resident informed him that he could launch his boat for free as many times as he wanted at the North Palm Beach Marina. He stated that the resident recommended a flat fee for the Lake Park Harbor Marina.

Vice-Mayor Daly

Vice-Mayor Daly thanked the people who called him and offered him services to help him get re-elected.

Commissioner Balius

Commissioner Balius asked for an update of the Florida League of Cities Luncheon scheduled for February 25, 2007.

Mayor Castro

Mayor Castro stated that he believed that if federal or state money was taken the Town could provide a privilege to Lake Park residents. He asked Town Manager Maria Davis to do research on that topic.

Mayor Castro welcomed Maria Davis as the new town manager.

Mayor Castro asked Town Manager Maria Davis for an update on the street lighting.

Mayor Castro stated that money was placed in the budget for the street lighting program which was started three years ago to improve the street lighting system in the Town. He stated that they wanted to improve the wattage of bulbs and to replace lost lights on the west, industrial side of town.

Mayor Castro stated that he found it interesting that they keep receiving letters from the state asking for the status of the Firefighters Pension case. He stated that he thought that the Florida League would be interested in supporting the Town because it had a far reaching impact to other municipalities.

Commissioner Osterman

Commissioner Osterman commended the library staff for putting together the Florida Beyond the Books program. She encouraged everyone to take advantage of the different events at the program. She reviewed the different events that would take place at the program.

Town Manager Maria Davis

Town Manager Maria Davis stated that staff needed clarification on the street lighting program.

Town Manager Maria Davis stated that she would provide information on the Florida League of Cities Luncheon.

Town Manager Maria Davis introduced Michael Klinginsmith as the Interim Marina Manager.

Town Manager Maria Davis stated that a Priorities Workshop had been scheduled for March 28, 2007.

Town Manager Maria Davis stated that the procedure for garbage pickup the day after Thanksgiving has been changed and garbage will be picked up on that day from now on.

Town Manager Maria Davis stated that the roof trusses at the Lake Park Apartments were in the process of being installed.

Town Manager Maria Davis stated that the plan was modified for the landscaping at Bev Smith Ford but it was not in compliance with Town code. She stated that Bev Smith Ford did not agree with the Town's fees. She stated that it will be presented to the board at the next Planning & Zoning Board Meeting.

Town Manager Maria Davis stated that the breakwater at the Marina was progressing and the floating dock had been completed and they are adjusting 13,000 bolts on the other docks. She stated that they were still under the maintenance portion of the permit for the No Wake Zone. She stated that she hoped to give an update on the DEP and the core for the permit of the breakwater at the next Commission Meeting.

Town Manager Maria Davis stated that staff contacted Congressman Ron Klein and sent a package requesting \$210,000.00 to continue repairing the seawall at Lake Shore Park. She stated that the total amount to complete the wall would be \$420,000.00. She stated that they applied for a FIND Grant which was a matching grant for the remainder of the money.

Town Manager Maria Davis stated that staff contacted a Palm Beach County engineer regarding the congestion on Silver Beach Rd. and he suggested that the Town draft a Resolution for the Commission's approval that she would bring to the next Commission Meeting. She stated that the engineer said that the County may do a traffic study of Silver Beach Rd.

Attorney Karen Roselli

Attorney Karen Roselli stated that opposing counsel filed their brief on the Firefighters Pension Lawsuit and they are awaiting receipt of the brief. She stated there was a group called IRFA attempting to intervene which would probably be granted by the court.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of February 7, 2007
2. APWA alcohol
3. Pro Geotechnical Services
4. FIND Grant Resolution 10-02-07

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve the Consent Agenda; 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 Castro	X		

Motion passed 5-0.

PUBLIC HEARING(S)

ORDINANCE NO. 01-2007 – Performance Bond

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, SECTION 2-250 ENTITLED “ALTERNATIVE SOURCE SELECTION” OF THE TOWN CODE OF ORDINANCES PERTAINING TO THE DETERMINATION OF THE MONETARY AMOUNT OF BID SECURITY AND PAYMENT AND PERFORMANCE BOND REQUIREMENTS FOR CONSTRUCTION PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Castro explained the purpose of Ordinance No. 01-2007.

Town Manager Maria Davis stated that the current Town code required that the Town hold a 10% bid bond for any project valued over \$200,000.00. She stated that contractors did not want to bid because the bid bond was too high. She stated that she was accustomed to a 5% bid bond amount. She stated that projects under \$200,000.00 did not require a 100% performance bond. She recommended that projects be left up to the manager to determine what bid bonds be placed on projects under \$200,000.00.

Attorney Karen Roselli stated that a blank section in the Ordinance needed to be filled out according to what the Commission decided and she stated that there was a typo on page 7 that stated Palm Beach County where it should state the Town.

Public Comment Open.

None

Public Comment Closed.

Attorney Karen Roselli read Ordinance No. 01-2007 by caption only.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 01-2007; 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 Castro	X		

Motion passed 5-0.

ORDINANCE NO. 03-2007 – Historic Property
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED “APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Castro explained the purpose of Ordinance No. 03-2007. He stated that any historical property that was on the original survey would have to get a Certificate of Appropriateness from the Historical Society even if it was not a landmark.

Public Comment Open:

Lee Kendall, 318 Hawthorne Dr. – expressed concern over Ordinance No. 03-2007 and stated that in her opinion, Lake Park’s greatest assets were its historical properties and its proximity to the water. She stated that there were 183 historic landmarks in the Town and only 11 have registered as an historical property. She stated that she was concerned that the Town was making it easier to remove or tear down historical properties. She stated that historical properties needed to be protected. She recommended a qualified board or panel that oversees historical properties with regards to their renovations, repairs, or removal.

Mayor Castro stated that most advisory boards for municipalities were not qualified to make decisions. He stated that the Town needed to be more proactive in contacting property owners and try to solicit them to landmark their properties and show them the benefits of doing so.

Community Development Director Patrick Sullivan stated that a property owner wanted to demolish a building on Silver Beach Rd. and had to get a Certificate of Appropriateness because the property was listed and was over 50 years old. He stated that they were required to obtain the Certificate of Appropriateness even though the property did not have historical significance.

Mayor Castro recommended a provision in the code that if a property was not a landmark for the Planning & Zoning Board to review the property.

Community Development Director Patrick Sullivan stated that the buildings that were designated were given the opportunity to opt out and the rest were not given that opportunity.

Commissioner Osterman asked what the purpose of the survey was.

Mayor Castro explained and stated the purpose of the survey was to obtain historic preservation grants from the state.

Commissioner Osterman stated that the Town was coming to a point where all homes in Lake Park would be 50 years old.

Mayor Castro stated that there may be homes that were not landmarked that the Town would not want demolished.

Mayor Castro recommended that Ordinance No. 03-2007 be deferred. He recommended that Community Development Director bring back information on the fees.

Public Comment Closed

Motion: A motion was made by Commissioner Carey to defer Ordinance No. 03-2007; Vice-Mayor Daly 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 Castro	X		

Motion passed 5-0.

ORDINANCE NO. 04-2007 - First Baptist School Land Use Map
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 TO CHANGE THE LAND USE DESIGNATION OF A .918 ACRE PROPERTY GENERALLY LOCATED AT 614, 622, 628, 636, 646 GREENBRIAR DRIVE WITHIN THE TOWN OF LAKE PARK FROM RESIDENTIAL TO OTHER PUBLIC FACILITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan stated the Planning & Zoning Board approved the Lake Park Future Land Use Map (See Exhibit "A") but did not approve the text amendment change. He stated that the Comprehensive Plan designated land uses such as other public facilities and residential which allowed single family homes, churches and schools. He stated that the Lake Park Baptist School was in the R1-A District according to the zoning map. He stated that the

zoning map did not designate land use. He stated that the Comprehensive Plan considers schools and churches commercial and the school falls between a residential and commercial land use. He stated that Lake Park Baptist School straddles both districts in the Comprehensive Plan. He stated that the school could not expand and be consistent with the Comprehensive Plan. He stated that moving the lines and taking out one block on the map and changing it to allow public facilities would allow the school to expand.

Public Comment Open:

Dr. Don MacKay, Senior Pastor of Lake Park Baptist Church, 625 Park Ave. – stated that Lake Park Baptist School had been in the Town for almost 40 years. He stated that the school was very established in the community and desired to remain in the community. He stated that Lake Park Baptist School was one of the premiere private schools in Palm Beach County. He stated that if they are to continue to provide the same level of excellence in education they would need to expand and update their facilities. He stated that the school owned five houses on Greenbriar Dr. and one of the houses was in need of repair and remodeling.

Mayor Castro gave a brief history of the Commission’s decisions and correspondence with regards to Lake Park Baptist School. He stated that he had spoken to people throughout the county and they had nothing but good things to say about the school. He stated that the Commission was willing to work with Lake Park Baptist School.

Dr. Don MacKay stated that there were some things that set them apart from other private schools in the county such as their tuition rates. He stated that they purposely set their tuition rates so that regular income families could afford to send their children there and receive a quality education.

Attorney Karen Roselli read Ordinance 04-2007 by caption only.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 04-2007; 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 Castro	X		

Motion passed 5-0.

ORDINANCE NO. 05-2007 – First Baptist Text

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED “DEFINITIONS;” AND AMENDING ARTICLE III, SECTION 78-62 ENTITLED “R-1A RESIDENCE DISTRICTS” AMENDING SECTION 78-63 ENTITLED “R-1B RESIDENCE DISTRICTS;” SECTION 78-64 ENTITLED “R-1 RESIDENCE DISTRICTS;” SECTION 78-65 ENTITLED “R-2A RESIDENCE DISTRICTS;” SECTION 78-66 ENTITLED “R-2 RESIDENCE DISTRICTS;” SECTION 78-67 ENTITLED “R-3 RESIDENCE DISTRICTS;” REPEALING SECTION 78-68 ENTITLED “C-1A BUSINESS DISTRICTS;” AND AMENDING SECTION 78-69 ENTITLED “C-1B BUSINESS DISTRICTS;” TO PROVIDE FOR ACCESSORY USES FOR CHURCHES AND RESIDENTIAL DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Community Development Director Patrick Sullivan explained the purpose of Ordinance No. 05-2007. He stated that the text of the ordinance was changed to allow schools as an accessory use to churches. He stated that the size limitation had been eliminated.

Attorney Karen Roselli stated that the ordinance would change the allowance for all districts.

Community Development Director Patrick Sullivan stated that the ordinance was also clarifying accessory uses to single family homes. He stated that language was added so that single family homeowners could put in their accessory uses such as sheds, pools or garages.

Attorney Karen Roselli read Ordinance No. 05-2007 by caption only.

Motion: A motion was made by Commissioner Balius to approve Ordinance No. 05-2007; 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 Castro	X		
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Motion passed 5-0.

ORDINANCE 06- 2007 – Town Manager Powers and Duties

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED “OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR THE AMENDMENT OF ARTICLE III FORMALLY RECOGNIZING THAT THE TOWN ATTORNEY IS AN OFFICER OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance 06-2007; Vice-Mayor Daly 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 Castro	X		

Motion passed 5-0.

Commissioner Osterman stepped out during the vote of Ordinance No. 02-2006, but indicated an Aye vote once she returned.

RESOLUTION NO. 09-02-07 – Poll Workers

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING INDIVIDUALS TO SERVE AS ELECTION POLLWORKERS: AS CLERKS, ADVISORS, COMPUTER LAPTOP OPERATORS, AND INSPECTORS FOR THE GENERAL ELECTION ON TUESDAY MARCH 13, 2007 FOR THE PURPOSE OF COMMISSIONER SEAT(S) B AND D FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

**Motion: A motion was made by Commissioner Carey to approve Resolution No. 09-02-07;
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 Castro	X		

Motion passed 5-0.

RESOLUTION NO. 11-02-07 – Chief Information Technology

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO PROVIDE FOR THE POSITION OF CHIEF INFORMATION TECHNOLOGY OFFICER; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

**Motion: A motion was made by Commissioner Balius to approve Resolution No. 11-02-07;
Vice-Mayor Daly 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 Castro	X		
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Motion passed 5-0.

RESOLUTION NO. 12-02-07- Marina Manager Job Description

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO AMEND THE JOB DESCRIPTION FOR THE POSITION OF HARBOR MARINA MANAGER; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Commissioner Balias stated that he liked Resolution No. 12-02-07.

Motion: A motion was made by Commissioner Balias to approve Resolution No. 12-02-07; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 5-0.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Carey, and by unanimous vote, the meeting adjourned at 9:00 p.m.

Mayor Paul Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2007.

TAB 2

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. *Tab 2*

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
-
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Appointing the Town Manager to be a member of the Governing Board of Seacoast Utilities Authority.

RECOMMENDED MOTION/ACTION: Approve Resolution 13-03-07.

Approved by Town Manager

[Signature] Date: *3/1/07*

[Signature]
Name/Title

2/23/07
Date of Actual Submittal

Originating Department:	Costs: \$ Funding Source: Accl. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <i>[Signature]</i> <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 <i>VM</i> <input type="checkbox"/> Town Manager
Advertised: 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 vacancy exists on the Governing Board of Seacoast Utilities Authority due to the resignation of Cynthia R. Sementelli from board membership. Staff is requesting that the Commission appoint the new town manager to serve as a representative of the Town of Lake Park to the board.

RESOLUTION NO. 13-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK APPOINTING LAKE PARK TOWN MANAGER MARIA V. DAVIS TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF SEACOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Governing Board of Seacoast Utility Authority (“Board”) by reason of the resignation of Cynthia R. Sementelli who previously served as the Town of Lake Park (“Town”) representative on the Board; and

WHEREAS, Paragraph 2C of the Interlocal Agreement establishing the Seacoast Utility Authority, provides that Board Members shall serve, unless earlier removed, terms of four (4) years duration, or until such time as a replacement Board Member has been appointed by the Town.

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

Section 1. The Town Commission of The Town of Lake Park, Florida does hereby appoint Maria V. Davis, Town Manager, to serve as the representative of the Town on the Governing Board of Seacoast Utility Authority.

Section 2. Maria V. Davis, Town Manager, shall serve as the Town’s representative on the Governing Board of the Seacoast Utility Authority until the expiration of her four year term, or in the event of a removal, until such time that a replacement has been appointed by the Town Commission.

Section 3. Compensation established and designated for members of the Governing Board shall be payable to the Town’s appointed representative Maria V. Davis, Town Manager.

Section 4. This Resolution shall take effect immediately upon adoption.

TAB 3

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. Tab 3

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
-

- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Appointing the Town Manager to be a member of the Northlake Blvd. Task Force.

RECOMMENDED MOTION/ACTION: Approve Resolution 14-03-07.

Approved by Town Manager

Date:

Union Mendez
Name/Title

2/26/07
Date of Actual Submittal

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney <i>MB</i> <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 <i>SM</i> <input type="checkbox"/> Town Manager
Advertised: 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 Northlake Task Force consist of eight (8) representatives. North Palm Beach, Palm Beach Gardens, Lake Park, and Palm Beach County each appointing two (2) regular representatives. This resolution will replace the former Town Manager Paul Carlisle with the current Town Manager Maria Davis to the Task Force.

RESOLUTION NO. 14-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING TOWN MANAGER, MARIA V. DAVIS AS ONE OF THE TWO TOWN REPRESENTATIVES ON THE NORTH LAKE BOULEVARD TASK FORCE IN THE PLACE OF THE FORMER TOWN MANAGER PAUL CARLISLE, 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 of North Palm Beach, the City of Palm Beach Gardens, Palm Beach County and the Town of Lake Park previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as “Task Force”) on September 2, 1997, pursuant to Resolution No. 97-1156, (hereinafter referred to as the “Agreement”); and

WHEREAS, the original Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20, 1998 (R-98-1379D), by the Second Amendment to the Agreement which was effective on August 22, 2000 (R-2000-1182), by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394), and by the Amendment to the Amended and Restated Agreement, which was effective on September 13, 2005; and by the Second Amended and Restated Interlocal Agreement between the Village of North Palm Beach, City of Palm Beach Gardens, and Palm Beach County Adding Town of Lake Park as a Participant, (Resolution 16.04.06); and

WHEREAS, pursuant to Section 2 of the Interlocal Agreement, the Task Force shall

consist of eight (8) representatives, with North Palm Beach, Palm Beach Gardens, Lake Park and Palm Beach County (“Participants”) each appointing two (2) regular representatives to the Task Force, at least one of whom must be an elected official of the appointing Participant. Each Participant shall also appoint two (2) alternate representatives. Each Participant shall appoint representatives and alternates following the same formal procedure the Participant uses for board or commission appointments.

WHEREAS, the Town Commission has recently hired a new Town Manager, Maria V. Davis and wishes to appoint her as one of the Town’s two regular representatives on the Task Force in the place of the former Town Manager, Paul Carlisle; and

WHEREAS, the Town Commission has followed its usual formal procedures in appointing Maria V. Davis to the Task Force.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK: SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

The Town Commission of the Town of Lake Park, Florida, hereby formally appoints Town Manager, Maria V. Davis as a regular (non-elected official) representative to the Task Force. Ms. Davis shall replace former Town Manager Paul Carlisle as one of the two Town representatives on the Task Force.

SECTION 3.

This Resolution and appointment shall take effect immediately upon its adoption.

TAB 4

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

Meeting Date: March 7, 2007

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

SUBJECT: Resolution to request the County engineering department to do a peak hour traffic capacity study on Silver Beach Road between Federal Highway and Old Dixie Highway

RECOMMENDED MOTION/ACTION: Approve the resolution

Approved by Town Manager W. Lewis Date: 3/1/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Resolution
Department Review: <input checked="" type="checkbox"/> City Attorney <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
Advertised: 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 eastern section of Silver Beach Road between Federal Highway and Old Dixie Highway falls under the jurisdiction of Palm Beach County and the Town Commission has expressed concerns that the increased traffic on Silver Beach Road between Federal Highway and Old Dixie Highway may pose a health and safety hazard to those traveling on Silver Beach Road.

The Town is also of the understanding that the Palm Beach County Department of Engineering has no plans, either now or in the future, to conduct a capacity analysis of the eastern most section of Silver Beach Road and because of this the Town Commission has decided to request by way of a Resolution an AM and PM peak hour capacity analysis of Silver Beach Road by the County Engineering Department.

RESOLUTION NO. 15-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, STATING THE INTENT OF THE TOWN COMMISSION TO REQUEST AN AM AND PM PEAK HOUR CAPACITY ANALYSIS OF SILVER BEACH ROAD BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT ON THE SEGMENT OF SILVER BEACH ROAD BETWEEN FEDERAL HIGHWAY AND OLD DIXIE HIGHWAY; AND THE APPROVING TRANSMITTAL OF THIS RESOLUTION TO THE DIRECTOR OF THE PALM BEACH COUNTY DEPARTMENT OF ENGINEERING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the eastern section of Silver Beach Road between Federal Highway and Old Dixie Highway falls under the jurisdiction of Palm Beach County (“County”); and

WHEREAS, the Town of Lake Park (“Town”) abuts Silver Beach Road on the northern side of the road and the City of Riviera Beach abuts the southern side of the road; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida, has concerns that the traffic on Silver Beach Road between Federal Highway and Old Dixie Highway may be increasing at a rate faster than the County’s projected 11% growth rate; and

WHEREAS, the Town has concerns that the public health and safety of those traveling on Silver Beach Road may be endangered by the increase in traffic; and

WHEREAS, the Town is of the understanding that the County Department of Engineering has no plans, either now or in the future, to conduct a capacity analysis of the eastern most section of Silver Beach Road; and

WHEREAS, consequently, the Town Commission has decided to request an AM and PM peak hour capacity analysis of Silver Beach Road by the County Engineering Department for the segment of Silver Beach Road between Federal Highway and Old Dixie Highway.

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

Section 1: The Town Commission does hereby request that the Palm Beach County Engineer conduct an AM and PM peak hour capacity analysis of Silver Beach Road between Old

Dixie Highway and Federal Highway as well as the intersection of Silver Beach Road and Federal Highway to determine the Level of Service for that roadway.

Section 2: The Town Commission requests that County Administrator, Robert Weisman and/or the County Commission direct the County Engineering Department to conduct a capacity analysis so that both the Town of Lake Park and the City of Riviera Beach may properly plan for future adjustments to this corridor.

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

TAB 5

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

Meeting Date: March 7, 2007

Agenda Item No. *Tab 5*

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

SUBJECT: Waste Management Franchise Agreement

RECOMMENDED MOTION/ACTION : Approve the First Amendment to the Waste Management Franchise Agreement

Approved by Town Manager

[Signature]

Date:

3/1/07

Name/Title

Date of Actual Submittal

Originating Department: <i>Finance</i>	Costs: \$ None Funding Source: Acct. #	Attachments: See Attached
Department Review: <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Finance <i>CRS</i> <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
Advertised: 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: On March 3, 2004 the Town entered a franchise agreement with Waste management for Roll-off Container collection. It is about to expire and needs to be renewed. The First Amendment extends the contract for an additional three years with the Franchise Fee remaining the same at 10%. Staff recommends approval of the renewal.

RESOLUTION NO. 17-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WASTE MANAGEMENT FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town and Waste Management of Florida, Inc. (“Contractor”) have previously executed an Agreement whereby Contractor is providing Roll-Off Container Collection services (the “Agreement”), and;

WHEREAS, pursuant to paragraph 1.3 of the Agreement the initial term of the Agreement expires March 3, 2007; and

WHEREAS, pursuant to paragraph 1.4 of the Agreement, the term may be renewed at the option of the Town Commission; and

WHEREAS, the Town desires to renew the Agreement for an additional three year term; and

WHEREAS, the Town Commission has determined that it is in the best interest of the citizens of the Town to renew the Agreement with the Contractor.

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 First Amendment to the Agreement with the Contractor.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

**FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR ROLL-OFF
CONTAINER COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK**

THIS FIRST AMENDMENT is entered into this ____ day of _____ 2007, effective _____, by and between the Town of Lake Park, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Town"), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 651 Industrial Way, Boynton Beach, Florida 33426 ("Contractor").

WITNESSETH:

WHEREAS, the Town and Contractor entered into that certain Franchise Agreement for Roll-off Container Collection Services Within the Town of lake Park on or about March 3, 2004, (the "Agreement"); and

WHEREAS, paragraph 1-3 of the agreement provides for a three year term renewal; and

WHEREAS, paragraph 1.4 of the agreement authorizes the renewal of the agreement for an additional three year term; and

WHEREAS, the Town desires to renew for a three year term; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals: The foregoing recitals are true and correct.
2. Term: Section 1.3 is amended to provide that the term shall end on March 3, 2010.
3. Renewal: Section 1.4 is amended to provide that the at the Town's option the agreement may be renewed for terms upon mutual agreements of the parties.
4. Roll-off Collection Rates: Sections 3.2 is amended to provide that the initial rates all Collection services shall be set forth in new Exhibit A. The rates shall be adjusted as follows:
 - a) Disposal Costs: In the event disposal costs charged to the Contractor by the Solid Waste Authority for solid waste collected hereunder are increased, the charges

shall be passed through and reflected in Exhibit A when such increased costs become effective.

b) Consumer Price Index: Compensation payable to the Contractor for collection services shall be adjusted upward or downward annually to reflect changes in the consumer price index for all urban consumers for Miami-Fort Lauderdale area, all items, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Beginning on March 1, 2008 and on each March 1 thereafter, the foregoing rates shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period of December to December. Such upward adjustments shall be limited to a rolling cap of five percent (5%) per annum. Any CPI upward adjustments in excess of five percent (5%) in one (1) year would roll forward cumulatively until a year when the CPI upward adjustment is under five percent (5%). The excess CPI upward adjustment that has rolled forward would then be applied to the extent possible, not to exceed five percent (5%) in any annual upward adjustment. In no case shall the CPI based upward adjustment exceed five percent (5%) in any given year. The Contractor shall notify the Town in writing of increases that are based on the CPI, as provided in this section prior to implementation. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen and utilized, with a comparable rolling cap, by mutual agreement of the Town and the Contractor.

c) Fuel Adjustment: Contractor shall, on a yearly basis, adjust the applicable rate charged to reflect any change in the cost of diesel fuel as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average prices of diesel fuel for the "Lower Atlantic" United States. The link is as follows:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> . After determining the average price of diesel fuel from the aforesaid website ("EIA/DOE fuel cost"), the corresponding fuel cost modifier shall be calculated pursuant to the Table for fuel charge calculation shown below. Note that for adjustments not shown on the table for fuel surcharge calculation, the calculation shall be extrapolated from those set forth:

TABLE FOR FUEL SURCHARGE CALCULATION							
Average Price/ Gallon			Percent of Surcharge	Average Price/ Gallon			Percent of Surcharge
\$ 1.448	to	\$ 1.538	-10.0%	\$ 2.858	to	\$ 2.957	3.0%
\$ 1.539	to	\$ 1.629	-9.0%	\$ 2.958	to	\$ 3.057	4.0%
\$ 1.630	to	\$ 1.720	-8.0%	\$ 3.058	to	\$ 3.157	5.0%
\$ 1.721	to	\$ 1.811	-7.0%	\$ 3.158	to	\$ 3.257	6.0%
\$ 1.812	to	\$ 1.902	-6.0%	\$ 3.258	to	\$ 3.357	7.0%

\$ 1.903	to	\$ 1.993	-5.0%	\$ 3.358	to	\$ 3.457	8.0%
\$ 1.994	to	\$ 2.084	-4.0%	\$ 3.458	to	\$ 3.557	9.0%
\$ 2.085	to	\$ 2.175	-3.0%	\$ 3.558	to	\$ 3.657	10.0%
\$ 2.176	to	\$ 2.266	-2.0%	\$ 3.658	to	\$ 3.757	11.0%
\$ 2.267	to	\$ 2.357	-1.0%	\$ 3.758	to	\$ 3.857	12.0%
\$ 2.358	to	\$ 2.457	0.0%	\$ 3.858	to	\$ 3.957	13.0%
\$ 2.458	to	\$ 2.557	0.0%	\$ 3.958	to	\$ 4.057	14.0%
\$ 2.558	to	\$ 2.657	0.0%	\$ 4.058	to	\$ 4.157	15.0%
\$ 2.658	to	\$ 2.757	1.0%	\$ 4.158	to	\$ 4.257	16.0%
\$ 2.758	to	\$ 2.857	2.0%	\$ 4.258	to	\$ 4.357	17.0%

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Weekly Retail On-Highway Diesel Prices

Lower Atlantic - 1/8/07

d) Change in Law: On or before December 1st of each year during the term of this Agreement, and any renewal thereof, the Contractor shall have the right to negotiate with the Town for an increase due to change in law, regulations, permits, and unanticipated increases in costs, to be effective after March 1st of the calendar year following the renewal. Any increase in rates shall be based upon demonstrated good cause. No increase in rates shall be effective in writing approved by the Town. A "change in the law" shall include: (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, or (iii) any binding court decisions, excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws, that impact Contractor's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such decision nor the failure to so contest shall constitute or be construed as a measure of intentional or negligent action or inaction of such party. In the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall obligate the parties to negotiate the impact of such fee, charge or tax pursuant to this section.

5. Recycling Goal: Section 4.14 is amended by deleting the last sentence and substituting that the Contractor shall have as a goal the recycling of 50% of the C&D to the extent that same is reasonably attainable under then current market conditions.

6. Contract Performance: The penultimate sentence in Section 5.1 is deleted. The Section is further amended to provide that the Contractor shall have 10 business days to contest in writing the imposition of administrative charges. The legitimacy of complaints shall be determined by a mutual inspection by the Town and Contractor of surrounding circumstances and the site of the alleged infraction. Infractions caused by Uncontrollable Forces shall be excused. Section 5.3 is amended to provide that nonperformance shall be excused to the extent caused by Uncontrollable Forces.

7. Termination: Section 6.11 is amended to provide that either the Town or Contractor may terminate this Contract without cause upon 60 days written notice.

8. Except as amended herein, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement this _____ day of _____ 2007.

ATTEST:

TOWN OF LAKE PARK, FLORIDA

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

Asst. Secretary

John Casagrande, Vice President

G:\Legal\Ron Kaplan\Ron\CONTRACT\franchise\lake park amend 01-09-06.doc

TOWN OF LAKE PARK

EXHIBIT "A"

RATE SCHEDULE

The fee for collection of each open top and compactor roll-off container, not including tipping fee, shall be \$173.32 per pull.

DISPOSAL COST:

Construction Debris Disposal	or	\$10.00 per cubic yard
		\$45.00 per ton

Solid Waste Material/Garbage	*\$28.00 per ton
-------------------------------------	-------------------------

***Cost of disposal will change in accordance with the Solid Waste Authority of Palm Beach County Tipping Fee Rate Schedule**

A 10% Franchise Fee will be added to each pull charge.

Effective 3/4/07

**FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS FRANCHISE AGREEMENT made and entered into as of this 3rd day of March 2004, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter referred to as "Town", whose address is 535 Park Avenue, Lake Park, Florida 33403 and Waste Management of Florida, Inc., hereinafter referred to as "Contractor", with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WITNESSETH:

In consideration of the mutual benefits contained herein, the parties hereto agree as follows:

ARTICLE I

1.1 LIAISON BETWEEN TOWN AND CONTRACTOR

All dealings, contracts, notices and payments between the Contractor and the Town shall be directed by the Contractor to the Town Manager or designee.

1.2 COMMENCEMENT OF SERVICES

Contractor agrees to provide the services as set forth herein and shall commence performing such services immediately upon execution of this Contract.

1.3 TERMS

The term of the Contract shall be for a period of three (3) years commencing March 3, 2004 and terminating March 3, 2007.

1.4 The Contract may be renewed for an additional three (3) period at the option of the Town.

1.5 DEFINITION OF TERMS

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Town shall mean the Town of Lake Park.
- B. Collection shall mean the process whereby materials collected are removed and transported to a Designated Facility.
- C. Compactor shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

- D. **Containerized Residential Solid Waste Collection Service shall mean solid waste collection service of all Dwelling Units whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.**
- E. **Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to steel, glass, brick, concrete, roofing material pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.**
- F. **Contract shall mean this Franchise Agreement.**
- G. **Contractor shall mean that person or entity set out initially above that has entered into a Contract to provide the services described herein for the Service Area.**
- H. **Contract Administrator shall mean the person designated by the Town who shall act as the Town's representative during the term of this Contract.**
- I. **County shall mean Palm Beach County.**
- J. **Designated Facility shall mean a Solid Waste Authority owned or permitted disposal, processing, recovery, recycling or transfer facility which receives such material, as determined by the Contract Administrator.**
- K. **Garbage shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.**
- L. **Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code Chapter, or by any future legislative action.**

- M. Mayor shall mean the Mayor of the Town of Lake Park, Florida, or a designee appointed by the Mayor.
- N. Mixed Paper shall be defined as a mixture of paper products, including Magazines, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, notebook paper and other clean paper products.
- O. Recyclable Materials shall mean materials to be recycled through the roll-off program, including, but not limited to, newspapers (including inserts), aluminum, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, Mixed Paper, tin and ferrous cans, aseptic and gable topped containers, household dry-cell batteries (no wet-cell batteries), and any additional materials as determined by the Solid Waste Authority of Palm Beach County, as amended from time to time.
- P. Roll-off Collection Service shall mean the Collection of roll-off and compactor containers equal to or greater than 8 cubic yard, which contain garbage, trash, vegetation and C&D. The Roll-off Collection Service Shall not include any other type of waste, including, but not limited to Hazardous, Bio-Medical, or Recyclable Materials.
- Q. Service Area shall mean corporate limits of the Town of Lake Park.
- R. Solid Waste Authority Disposal Facility shall mean place or places specifically managed, operated or permitted by the Solid Waste Authority of Palm Beach County, Florida.
- S. Uncontrollable Forces shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

ARTICLE II

DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

2.1 EXCLUSIVITY

The Contractor shall have the exclusive right to provide all Roll-off and Compactor Collection Services within the corporate limits of the Town of Lake Park.

- 2.2 **Conditions and Frequency of Service:** The size and frequency of the Container designated for garbage, trash, or C&D for Roll-off and Compactor Collection Services shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no trash need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. Roll-off containers may be obtained by customers from any source provided that such roll-off container must be of a type that can be serviced by the Contractor's equipment. Roll-off container frequency of collection shall be sufficient to contain the waste without spillage. Customers may own their roll-off container provided that the customer is completely responsible for its proper maintenance. Such roll-off containers shall be of a type that can be serviced by the Contractor's equipment. All trash shall be placed in the roll-off container. All roll-off containers shall be kept in a safe, accessible location agreed upon between the Contractor, the Public Works Director and the customer. Any roll-off container damaged by the Contractor shall be repaired or replaced by the Contractor within seven (7) days.
- 2.3 **Hours of Collection:** Roll-off Collection Service shall be conducted between the hours of 7:00 a.m. and 6:00 p.m., six (6) days per week, Monday through Saturday.
- 2.4 **Method of Payment:** The Contractor shall be responsible for billing and collection of the hauling, disposal and container rental charges for its service.

ARTICLE III CHARGES, RATES AND LEVEL OF SERVICES

- 3.1 **Franchise Fee:** To compensate the Town for the cost of administration, supervision and inspection rendered for the effective performance of this Contract, the Contractor shall pay to the Town a fee of ten percent (10%) of all net revenues charged, arising out of any services or operations conducted in the Service Area. Solid waste disposal costs paid by the Contractor to the Solid Waste Authority or other Solid Waste Authority Disposal Facility, shall be deducted from the gross revenue total prior to applying the 10% for calculation of the franchise fee due to the Town. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise Fee shall be calculated monthly until payment is received. Contractor agrees to allow the Town reasonable access to Contractor's accounting information and business records to verify that the franchise fees are accurate.

- 3.2 **Roll-off Collection Rates:** For all Collection services, the charges shall initially be based on the rates set forth in Exhibit "A". An annual adjustment shall be made based on the Consumer Price Index (CPI), not to exceed three percent (3%).
- 3.3 **Solid Waste Disposal Costs:** The Contractor will pay a Solid Waste Authority Disposal Facility for all solid waste disposal costs incurred for disposing of solid waste.

ARTICLE IV QUALITY OF PERFORMANCE OF CONTRACTOR

- 4.1 **Contractor's Responsibilities:** The Contractor shall maintain an office within Palm Beach County limits and within local calling area (no long distance calls) where complaints shall be received. It shall be equipped with sufficient telephones, and shall have responsible persons in charge during collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during all non-office hours. The contract person must have the ability to authorize Contractor operation in the case of Town direction or situations requiring immediate attention.
- 4.2 **Complaints:** The Contractor shall respond to all complaints within twelve (12) hours. The Contractor shall maintain a record of all complaints and indicate the disposition of each in said record. Such records shall be provided by the Contractor to the Town on a monthly basis. Such records shall indicate the day and the hour on which the complaint was received, and the day and the hour on which it was resolved.
- 4.3 **Compliance with State, Federal and Municipal Law:** The Contractor shall comply with all applicable Town, State and Federal laws.
- 4.4 **Contractor's Officer(s):** The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) (Town Manager or designee) must be available for consultation with the Mayor and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.
- 4.5 **Drivers License:** Each vehicle operator shall at all times carry valid Florida CDL license for the type of vehicle that is being driven.

- 4.6 **Employee Uniform Regulations:** The Contractor's roll-off collection employees shall wear a uniform or shirt bearing the company's name.
- 4.7 **Equal Employment:** No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.
- 4.8 **Fair Labor Standards Act:** The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.
- 4.9 **Operating and Safety Training:** The Contractor shall provide operating and safety training for all personnel.
- 4.10 **Schedules and Routes:** The Contractor shall provide the Town with schedules for roll-off collection routes and keep such information current at all times. If any change in the collection routes occurs, than the Town shall be immediately notified in writing not less than three weeks prior to change. The Town Manager or designee shall approve all permanent changes in routes or schedules that alter the day of pickup. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the Contractor shall immediately notify the customer(s) affected in writing or in any other manner approved by the Town Manager or designee no less than two (2) weeks prior to the change, at no cost to the Town or customers.
- 4.11 **Collection Equipment:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. Upon execution of a Contract and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide service relating to this Contract. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- 4.12 **Holidays:** The Following days shall be authorized holidays: Thanksgiving Day, Christmas Day and New Year's Day. The Contractor has the option to provide or not to provide service or maintain office hours on these designated holidays. Service not provided on Thanksgiving shall

be collected on the next scheduled collection day. Service not provided on Christmas Day and New Year's Day shall be collected on the next scheduled collection service day. The Contractor shall not be required to maintain office hours on Labor Day and Independence Day.

- 4.13 **Manner of Collection:** The Contractor shall collect waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Any container damaged by the Contractor will be replaced by the Contractor within seven (7) days at no cost to the customer, unless otherwise provided within this Contract.
- 4.14 **Recycling Goal and Designated Facilities:** All garbage and trash collected under this Contract shall be delivered to a Solid Waste Authority facility. All construction and demolition debris collected under this contract shall be delivered to a facility permitted or operated by the Solid Waste Authority. It is the responsibility of the Contractor to insure that no less than eighty percent (80%) of the C&D delivered to these facilities is recycled, as defined by the Florida Department of Environmental Protection.
- 4.15 **Spillage:** The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection shall occur. During hauling, all recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage caused by the Contractor, the Contractor shall promptly clean up all spillage and leakage at no cost to the Town.
- 4.16 **Solid Waste Disposal Facility:** All waste shall be hauled to a facility owned or permitted by the Solid Waste Authority of Palm Beach County.
- 4.17 **Hazardous Waste, Biohazardous or Biomedical Waste and Sludge:** The Contractor shall not be required to collect and dispose of, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in the Section are not regulated or exclusive under this contract, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE V CONTRACT PERFORMANCE/PENALTIES/DEFAULT

5.1 Contract Performance

It is the intent of this Contract to ensure that the Contractor provides a quality level of roll-off Collection services. To this end, all complaints received by the Contract Administrator, or his designee, and reported to

the Contractor shall be promptly resolved pursuant to the provisions of Section 4.2 of this Contract. In the event of legitimate complaints, as determined by the Town, the Town shall levy \$100.00 per incident administrative charges for those actions related to service as listed within this contract, including but not limited to:

1. Damaged container not replaced within seven days;
2. Failure to clean spillage at time of occurrence;
3. Failure to repair damage of Customer property within 48 hours
4. Failure to collect waste materials on schedule;
5. Failure to provide clean, safe, sanitary equipment;
6. Failure to maintain office hours as required;
7. Operator not licensed;
8. Failure to provide documents and reports in a timely and accurate manner;
9. Failure to cover materials on collection vehicle(s);
10. Collection employees out of uniform;
11. Name and phone number not displayed on equipment or containers;
12. Providing exclusively prohibited service in another Contractor's area;
13. Not providing schedule and route maps;
14. Speeding (upon conviction);
15. Using improper truck to service commercial roll-off customer;
16. Failure to submit disclosure notice to either customer or Mayor or designee;
17. Failure to report collection activity monthly (on or before the 10th day of the following month), in the format determined by the Town;
18. Failure to respond to customer calls in a timely and appropriate Manner;
19. Failure to insure a recycling percentage of no less than 80% of the C&D;
20. Failure to protect Town sidewalks and Town property;
21. Failure to repair Town sidewalks/Town property or failure to make restitution thereof.

Failure to deliver any Commercial roll-off waste to a Designated Facility will result in the following penalties:

1. First offense, \$1000.00 fine;
2. Second offense, \$2500.00 fine;
3. Third offense, loss of franchise.

Failure to complete a route on the regular scheduled pick-up day shall be \$1,000 for each route per day not completed.

The Town shall notify the Contractor, in writing, of any action taken with respect to Contractor's claims against the Contractor and the decision of the Town will be final.

5.2 **Filing of Requested Information and Documents:** The Contractor shall file and keep current with the Town all documents and reports required by this Contract. By September 1st of each year this Contract is in effect, the Contractor shall ensure and certify to the Town that all required documents such as, but not limited to, certificates of insurance, audits, Performance bond or letter of credit, route schedule and maps, drivers License certifications, and list of collection equipment vehicles are current and on file with the Town. Failure to file any document or report within five (5) working days of the required filing date, except where granted an extension by the Town Manager, may result in the levy of an administrative fine as provided in Section 5.1.

5.3 **Default and Dispute of the Contract:**

It shall be the duty of the Town Manager or his designee to observe closely the Contractor's services pursuant to the Contract. Each of the following

Events or conditions shall constitute an "Event of Default" by the Contractor:

- (a) The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its reorganization, under the bankruptcy laws, or under any other law or statute of the United States, or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its assets; or,
- (b) By order or decree of a court, the Contractor shall be adjudged bankrupt, or any order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the null, void, and of not effect; or,

- (c) Complaints that are not resolved within twenty-four (24) hours, or failure to timely perform services six(6) times in any calendar month; or
- (d) The Contractor has abandoned, failed, to refused to perform or observe each and every term, condition or provision of the Contract, or has failed or refused to comply with the instructions of the Town Manager or his designee relative thereto;
- (e) The Contractor's failure to provide or maintain insurance coverage, as required herein, or to pay premiums within the time required.

Such events or conditions shall be considered a material breach of the Contract. The Town Manager or his designee shall notify the Contractor in writing of the breach and provide the Contractor with ten (10) days to cure. A copy of such written notice shall be mailed to the surety on the performance bond. If within the period of ten (10) days the Town Manager or his designee determines that the Contractor has not eliminated the conditions considered to be a breach of the Contract, the Town Manager may terminate the Contract.

Upon such a declaration of default, the surety on the performance bond shall assume the Contract, less amount due the Town from the Contractor and less all sums due the Town for damages suffered and expenses incurred including attorney fees by reason of such default, shall be due and payable to such surety. The Town shall have the right to take possession of any, use any or all of the vehicles, materials, equipment, facilities and property of every kind provided by the Contractor for the performance of the Contract and to procure other vehicles of the same type and to charge the cost of the same to the Contractor, together with the cost incident thereto.

5.4 Right to Require Performance:

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provision itself.

**ARTICLE VI
GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS**

6.1 Permits and Licenses:

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licensees or permits shall be reported to the Town within ten (10) working days of the change.

6.2 Title to Waste:

The Town shall, at all times, hold title and ownership to all waste collected by the Contractor, including C&D, garbage, trash and vegetative waste, pursuant to this Contract and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Town Manager or designee.

6.3 Assignment, Subcontracting and Sale

The Contractor may assign a portion of this Contract to a sub-contractor upon receiving the written consent of the Town Manager or his designee. In no event shall the Contractor assign the entire contract to a sub-contractor. In the event the Contractor is purchased, the Town may elect to assign the contract to the purchaser under the same terms and conditions or terminate the Agreement. In the event that the Contractor assigns a portion of the contract, the assignment shall be subject to the sub-contractors acceptance of the terms and conditions set forth in this proposal specification. The Contractor shall provide in its proposal a copy of any such assignment. Any documents required to be submitted by the Contractor under its proposed specifications shall also be submitted by the sub-contractor.

6.4 Performance Bond

The Contractor shall, within thirty (30) days of execution of this Contract, furnish to the Town a performance bond executed by a surety company licensed to do business in the State of Florida, the form of which shall be subject to the review and approval of the Town Attorney. Said performance bond shall be \$100,000.00, and shall remain in force for the duration of this Contract. Furthermore, the Contractor shall name the Town as an obligee.

6.5 Insurance Requirements

Contractor and Subcontractor: During the term of this Contract, the Contractor shall procure and maintain insurance of the types and to the limits specified below, and provide the Town with certificates of insurance as evidence thereof. The Town shall be named as an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed. Cancellation or modifications of said insurance shall not be effected without thirty (30) days prior written notice to the Town. The Contractor shall require until completion of that subcontractors services, insurance of the types and to the limits specified below, unless the subcontractors work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements.

Worker's Compensation: The Contractor and any Subcontractors shall have and maintain Worker's Compensation coverage in accordance with statutory requirements and Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident.

- 6.5.2 **Liability Insurance:** The Contractor and any Subcontractors shall, during the term of this Contract, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with a company acceptable to the Town and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Contract or indemnity and Fire Legal Liability. In addition to the above Liability limits, the Contractor and any Subcontractors shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Town, a political subdivision of the State of Florida, as an additional insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Town. Current certificates of insurance evidencing required coverage must be on file with the Town at all times.

6.6 Indemnification:

The Contractor and any Subcontractors shall indemnify and hold the Town harmless from any and all liabilities, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the Contractor, or any Subcontractors, or their employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Contract and the work to be performed thereby. The Contractor or any Subcontractors shall not be responsible for nor be required to indemnify or hold the Town harmless for any act, omission, negligence or other liability to the extent caused by the act or omission in whole or in part of the Town or any one of its employees or agents.

6.7 Public Welfare:

The Town shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor or any Subcontractors under this Contract relative to the method of collection and disposal of roll-off waste as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and receipted for by the Contractor, or if the Contractor is a corporation, by an officer thereof. The Town shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Contract between the Town and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Contract under this Section.

6.8 Governing Law and Venue:

The Contract shall be governed by the laws of the State of Florida. any and all legal actions necessary to enforce the Contract shall be held in Palm Beach County. The Contract shall be interpreted according to the laws of Florida.

6.9 Compliance with Laws:

The Contractor and any Subcontractors shall conduct their operations under this Contract in compliance with all applicable federal, state and local laws.

EXHIBIT "A"
RATE SCHEDULE

The fee for collection of each open top and compactor roll-off container, not including tipping fee, shall be \$87.54 per pull.

DISPOSAL COST

Construction Debris Disposal	\$10.00 per cubic yard
Solid Waste Material/Garbage	*\$28.00 per ton

*Cost of disposal will change in accordance with the Solid Waste Authority of Palm Beach County Tipping Fee Rate Schedule.

6.10 Notices:

All notices to be given by either party to the other party shall be in writing and are deemed to be effective if delivered in person or by registered or certified mail, return receipt requested, to the persons listed herein:

AS TO TOWN

Mr. Douglas Drymon
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida

Mr. Paul Carlisle
Public Works Director
Town of Lake Park
650 Old Dixie Highway
Lake Park, Florida

AS TO CONTRACTOR

Mr. Harold Carter
District Manager
Waste Management of Fla, Inc.
651 Industrial Way
Boynton Beach, Florida

Ms. Sally Stanton
Public Sector/Marketing
Waste Management of Fla, Inc.
651 Industrial Way
Boynton Beach, Florida

6.11 Termination:

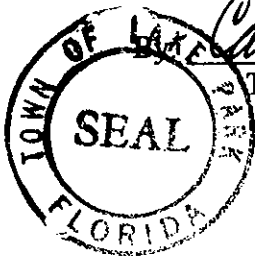
The Contract may be terminated by the Town, with or without cause, upon thirty (30) days written notice by certified mail to the Contractor. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

6.12 Time of the Essence:

Time is of the essence with respect of each and every term and condition of this Contract.

IN WITNESS WHEREOF, and intending to be legally binding the parties hereto have executed this Contract to be executed on the day and year first above written.

ATTEST:



Carol Simpson
Town Clerk

Town of Lake Park, Florida

By: *Paul Castro*
Mayor Paul Castro

By: *Douglas Drymon*
Douglas Drymon, Town Manager

Approved as to form and legal sufficiency:

By: *Thomas J. Baird*
Thomas J. Baird, Town Attorney

Date: *March 3, 2004*

Waste Management of Florida, Inc.

By: *Harold Carter*
Harold Carter, District Manager

PERFORMANCE BOND
BOND NO 1005303

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Management Inc. of Florida
651 Industrial Way, Boynton Beach, FL 33426
(hereinafter called the "Principal"), as Principal, and the LEXON Insurance Company
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Town of Lake Park
535 Park Avenue, Lake Park, FL 33403, (hereinafter called the
"Obligee"), as Obligee, in the sum of One Hundred Thousand and 00/100
(\$ 100,000.00), for the payment of which sum well and truly to be made, we the said Principal and the said
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee
for Roloff Container Collection Service which
Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms
and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following
conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such
notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior
to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of
any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the
nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety
shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such
statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be
brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from 3/3/2004 to 3/2/2005.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals
affixed this 31st day of March, 2004.

Waste Management Inc. of Florida
(Principal)

By: Donna L. Meals
Donna L. Meals, Director | Financial Assurance

LEXON Insurance Company
(Surety)

By: Julie Radican
Julie Radican, Attorney-in-Fact

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James T. Smith, John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Julie Radican,

Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

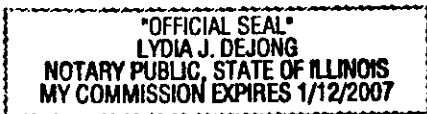


LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Lydia J. DeJong
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 31st Day of March, 2004.



Donald D. Buchanan
Donald D. Buchanan
Secretary

TAB 6

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: **March 7, 2007**

Agenda Item No. Tab 6

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

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

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

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT:

Request to apply for funding through the Florida Department of Environmental Protection funding assistance program.

RECOMMENDED MOTION/ACTION:

A resolution of the Town Commission of the Town of Lake Park, Florida, authorizing it's Town Manager to apply for financial assistance from the Florida Department of Environmental Protection Recreational Trails Program; and providing an effective date.

Approved by Town Manager *W. P. Davis* Date: 3/1/07

Originating Department: <p style="text-align: center;">Comm Affairs</p>	Costs: In-Kind Funding Source: Acct. #	Attachments: <p style="text-align: center;">One-page letter and Agreement</p>
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>[Signature]</i></u> <input checked="" type="checkbox"/> Comm Affairs <u><i>[Signature]</i></u> <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 type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>[Signature]</i></u> or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

RESOLUTION NO. 18-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING IT'S TOWN MANAGER TO APPLY FOR FINANCIAL ASSISTANCE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RECREATIONAL TRAILS PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Lake Park is seeking financial assistance for the placement of an exercise trail in Lake Shore Park for the enjoyment of the citizenry of Lake Park, Palm Beach County, and the State of Florida;

WHEREAS, the total estimated cost of this project is: \$20,000; and

WHEREAS, the Town proposes the placement of an exercise trail to wind throughout Lake Shore Park; and

WHEREAS, the Florida Department of Environmental Protection provides funding to municipalities who are in need of financial assistance for recreational trails; and

WHEREAS, the Town of Lake Park believes the Lake Shore Park Exercise Trail meets the criteria and is eligible for Florida Department of Environmental Protection funding;

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

SECTION 1

The Town Commission hereby authorizes the Town Manager to submit an application to the Florida Department of Environmental Protection for fiscal year 2007/2008 in the amount of \$10,000. The Town agrees to provide ½ matching funds.

SECTION 2

The Town Commission agrees, that if funded, it will carry out the construction of an exercise trail in Lake Shore Park.

SECTION 3

The Town Commission hereby agrees to the terms and conditions set forth in the Florida Department of Environmental Protection Recreational Trails Program, fiscal year 2007/2008, which will be part of the Project Agreement for any assistance awarded.

SECTION 4

The Town Commission hereby commits to provide the ongoing maintenance, operation and improvements, as may be required by the grant, to the exercise trail.

SECTION 5

The Town Commission hereby agrees to maintain adequate financial records of the proposed project to substantiate claims for reimbursement.

SECTION 6

The Town Commission hereby agrees to make available to Florida Department of Environmental Protection, if requested, a post-audit of expenses incurred on the project to, or in conjunction with, the funding agreed to by Florida Department of Environmental Protection.

SECTION 7

This Resolution shall take effect immediately upon adoption.

TAB 7

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

Meeting Date: MARCH 07, 2007

Agenda Item No. *Tab 7*

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

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

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

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Request to hold a public auction to sell all out dated and unused equipment from all departments of the Town of Lake Park:

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

W. Davis

Date:

3/1/07

Originating Department: Public Works	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: Bids Attached _____
Department Review: <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 checked="" type="checkbox"/> Public Works <i>[Signature]</i> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

The Town holds annual and/or semi annual auctions each year to liquidate old out dated or unused equipment. The money generated from the auction is put back into the various funds from the original purchase to be used to buy new equipment. This year's auction is scheduled for March 24, 2007 at 9:00 AM to be held at the Public Works yard with inspection to start at 8:00 AM.

RESOLUTION NO. 19-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; CLASSIFYING CERTAIN TOWN OWNED EQUIPMENT AND MISCELLANEOUS ITEMS AS SURPLUS; AUTHORIZING THE TOWN MANAGER TO DISPOSE OF SAID SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS APPROPRIATELY; DIRECTING THAT THE PROCEEDS DERIVED FROM DISPOSAL OF SAID SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS BY MEANS OF PUBLIC AUCTION BE DEPOSITED IN THE TOWN'S GENERAL FUND AND THE TOWN'S SANITATION FUND; DIRECTING THAT THE TOWN'S FIXED ASSET RECORDS BE AMENDED TO REFLECT DISPOSAL OF SAID SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Manager of the Town of Lake Park has the power and authority pursuant to the provisions of the Town Code to dispose of surplus personal property of the Town of Lake Park (Town); and

WHEREAS, the Town Manager has identified certain items of Town Property which are Asurplus property; and

WHEREAS, Asurplus property means any personal property belonging to the Town which is capable of being used by the Town, but which is in excess of the normal operating requirements of the Town; and

WHEREAS, the Town Manager has determined that it is in the best interest of the Town, and the public health, safety and general welfare of the Town, and its residents to dispose of the surplus property identified herein; and

WHEREAS, the items of personal property listed herein have been classified by the Town Manager as surplus property of the Town to be disposed of at public auction with the proceeds of the sale of the surplus property to be deposited in the Town's General Fund, and the Town's Sanitation Fund.

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

SECTION 1. The Whereas clauses are incorporated herein as true and correct.

SECTION 2. That certain Town owned property, which is obsolete and/or the continued use thereof is uneconomical, inefficient and/or serves no useful function, is hereby classified as surplus property.

**GENERAL FUND
VEHICLE AUCTION LIST**

'94 Cushman groomaster	PW	vin 95001027
'96 Chevy Bus	PW	asset # 2452
'98 Isuzu Hombra Pup	PW	asset # 01141
'98 Isuzu Hombra Pup	PW	asset # 01142
'01 Tandem axle trailer	PW	asset# 2147
'04 National reel mower	PW	asset # 2634

**GENERAL FUND
EQUIPMENT AUCTION LIST**

File cabinets, bookshelves, tables, projector, audio-video cabinets, file spacers, tool boxes, tape holders, computers, server, keyboards, monitors, modems, printers, monitor stands, portable CD-ROM drive, shelf dividers, racks, chairs, office chair, television, speakers, desks, miscellaneous small office items, tools and equipment.

**SANITATION FUND
VEHICLE AUCTION LIST**

'00 Volvo/Heil sidearm SAN asset # 01241

**SANITATION FUND
EQUIPMENT AUCTION LIST**

Miscellaneous vehicle parts and supplies for obsolete, surplus vehicles.

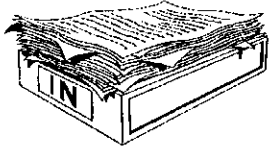
SECTION 3. That the Town Manager is hereby authorized to dispose of the above described surplus property for amounts bid thereon at public auction or to dispose of appropriately.

SECTION 4. That the Town Manager is hereby directed to see that all proceeds derived from disposal of said surplus property as bid thereon at public auction is deposited in the Town's General Fund and the Town's Sanitation Fund.

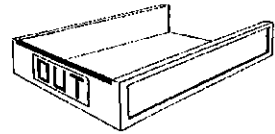
SECTION 5. That the Town Manager is hereby directed to see that the Fixed Asset records of the Town are amended to reflect disposal of said surplus property in the manner required by the Auditor General.

SECTION 6. This Resolution shall take effect immediately upon passage.

TAB 8



INTEROFFICE MEMORANDUM



date: February 22, 2007
to: Maria Davis, Town Manager
from: Dale Dougherty, Director of Community Affairs
re: Recovery In Motion

Attached is a request for funding that includes an issue that goes back several years. Before my department officially took over the Dr. Martin Luther King Celebration in 2005, a local group, headed by resident Dorothy Taylor, coordinated an event for three years running.

This past Fall, we were informed that a musical group "Recovery In Motion" was never paid for their performance at the 2004 MLK event. After understanding that the Town was refusing to take on the responsibility and the liability of an event that was not ours, County Commissioner Addie Greene's Office asked if they could assist us in paying the group for a performance at our 2007 MLK Celebration.

Therefore, while "Recovery In Motion" was due \$1,000 from 2004, last month we paid the group \$2,000 to perform on January 15, 2007, with half of the funds to come from a grant from Palm Beach County.

Attached is the Agreement for us to be reimbursed \$1,000.00. As indicated by his signature on the ARF, the Agreement was already reviewed by our Town Attorney.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE
PARK FOR THE 2007 DR. MARTIN LUTHER KING, JR. CELEBRATION AND
FESTIVAL**

THIS AGREEMENT is made and entered into on _____, 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 Florida Municipal Corporation, hereinafter referred to as "Lake Park."

WITNESSETH:

WHEREAS, Lake Park sponsored the Martin Luther King, Jr. Celebration and Festival on January 15, 2007 (the Event); and

WHEREAS, the Event is a community gathering for the purpose of recognition and celebration that included entertainment, which cost approximately \$5,500; and

WHEREAS, Lake Park has requested from County an amount not-to-exceed \$1,000 to help offset the cost of entertainment at the Event; and

WHEREAS, County desires to provide funding to help offset costs for entertainment at the Event; and

WHEREAS, funding for the entertainment at the Event in an amount not-to-exceed \$1,000 is available from the Recreation Assistance Program (RAP) - District 7; and

WHEREAS, community special events and gatherings are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$1,000 to Lake Park for entertainment at the Event as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Lake Park on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases

Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Lake Park. Said information shall list each invoice paid by Lake Park and shall include the vendor invoice number; invoice date; and the amount paid by Lake Park along with the number and date of the respective check or proof of payment for said payment. Lake Park shall attach a copy of each vendor invoice paid by Lake Park along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Lake Park's Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Park on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Park and approved by Lake Park as indicated.

3. Lake Park incurred expenses for the Project beginning on January 15, 2007. Those costs incurred by Lake Park for the Project, approved and submitted accordingly by Lake Park subsequent to January 15, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Lake Park may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Lake Park agrees, warrants, and represents that all of the employees and participants in the Project were treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. Lake Park shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until June 19, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lake Park is in default of its obligations under this Agreement, the County shall provide Lake Park thirty (30) days written notice to cure the default. In the event Lake Park fails to cure the default within the thirty (30) day cure

period, the County shall have no further obligation to honor reimbursement requests submitted by Lake Park for the Project deemed to be in default and Lake Park shall return any County RAP funds already collected by Lake Park for that Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Lake Park shall complete the Project by March 19, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 15, 2007, through March 19, 2007. Lake Park shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 19, 2007. Upon written notification to County at least ninety (90) days prior to that date Lake Park may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Park's request for said extension.

11. In the event Lake Park ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Lake Park. The determination that Lake Park has ceased or suspended the Project shall be made by County and Lake Park agrees to be bound by County's determination.

12. Lake Park agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Lake Park. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Lake Park is merely a recipient of County

funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Lake Park shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Lake Park, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Lake Park is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Lake Park acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Lake Park maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Lake Park shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Lake Park agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, Lake Park shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o

Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461,
Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve Lake Park of its liability and obligations under this Agreement.

15. Upon request by County, Lake Park shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

16. Lake Park shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Lake Park, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Lake Park may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lake Park certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Lake Park

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

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

ATTEST:
By: _____
Town Clerk

TOWN OF LAKE PARK
By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name and address of Municipality
Name of Municipality: Town of Lake Park
Mailing Address:

Name of Mayor: Paul W. Castro

Name of City Manager: Cindy Sementelli
Project/Project Liaison Information:

Name: DALE DOUGHERTY
Telephone #: 561-881-3338
Fax #: 561-881-3340
e-mail: dale.doc@aol.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2007 Martin Luther King, Jr. Celebration – Recovery in Motion Singing Group

2. Project/ Program Description

- General (Project Scope): Dr. Martin Luther King, Jr. Celebration and Festival
- Public Purpose: Recognition + Celebration
- Location: Kelsey Park - Park Ave + US#1, Lake Park, FL
- Anticipated Number of Participants/Users: 1,000 - 2,000

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts.

Entertainment

4. Estimated Lump Sum Total for Project/Program \$ 5,500.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
01/15/2007 to 01/19/2007 03/19/2007
month/day/year month/day/year

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance _____

Amount of Recreation Assistance Program Funding awarded \$ 1,000
District 7
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbccgov.com



CONTRACT PAYMENT REQUEST

Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were 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 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

Department Director Date



EXHIBIT B

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

Key Legend
 C = Contractual Services
 S = Salary & Wages
 M = Materials, Supplies, Direct Purchases
 E = Equipment
 T = Travel
 I = Indirect Costs

Grantee: _____ Date _____
 Project Name: _____

Submittal #: _____ Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
							TOTAL \$	

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

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

Administrator _____ Date _____ Financial Officer _____ Date _____

CERTIFICATE OF COVERAGE

Certificate Holder

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
301 NORTH OLIVE AVENUE
WEST PALM BEACH FL 33401

Administrator

Issue Date 01/16/07

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

REVISED

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0795

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A- Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Martin Luther King, Jr. Celebration on January 15, 2007 in Historic Kelsey Park, 15 Lake Drive, Lake Park, FL 33404.

The Certificate Holder is hereby added as additional insured, as respects the member's liability regarding the above described event.

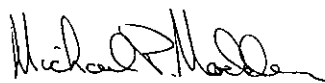
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FL 33403

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE
PARK FOR THE 2007 DR. MARTIN LUTHER KING, JR. CELEBRATION AND
FESTIVAL**

THIS AGREEMENT is made and entered into on _____, 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 Florida Municipal Corporation, hereinafter referred to as "Lake Park."

WITNESSETH:

WHEREAS, Lake Park sponsored the Martin Luther King, Jr. Celebration and Festival on January 15, 2007 (the Event); and

WHEREAS, the Event is a community gathering for the purpose of recognition and celebration that included entertainment, which cost approximately \$5,500; and

WHEREAS, Lake Park has requested from County an amount not-to-exceed \$1,000 to help offset the cost of entertainment at the Event; and

WHEREAS, County desires to provide funding to help offset costs for entertainment at the Event; and

WHEREAS, funding for the entertainment at the Event in an amount not-to-exceed \$1,000 is available from the Recreation Assistance Program (RAP) - District 7; and

WHEREAS, community special events and gatherings are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$1,000 to Lake Park for entertainment at the Event as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Lake Park on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases

Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Lake Park. Said information shall list each invoice paid by Lake Park and shall include the vendor invoice number; invoice date; and the amount paid by Lake Park along with the number and date of the respective check or proof of payment for said payment. Lake Park shall attach a copy of each vendor invoice paid by Lake Park along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Lake Park's Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Park on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Park and approved by Lake Park as indicated.

3. Lake Park incurred expenses for the Project beginning on January 15, 2007. Those costs incurred by Lake Park for the Project, approved and submitted accordingly by Lake Park subsequent to January 15, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Lake Park may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Lake Park agrees, warrants, and represents that all of the employees and participants in the Project were treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. Lake Park shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until June 19, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lake Park is in default of its obligations under this Agreement, the County shall provide Lake Park thirty (30) days written notice to cure the default. In the event Lake Park fails to cure the default within the thirty (30) day cure

period, the County shall have no further obligation to honor reimbursement requests submitted by Lake Park for the Project deemed to be in default and Lake Park shall return any County RAP funds already collected by Lake Park for that Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Lake Park shall complete the Project by March 19, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 15, 2007, through March 19, 2007. Lake Park shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 19, 2007. Upon written notification to County at least ninety (90) days prior to that date Lake Park may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Park's request for said extension.

11. In the event Lake Park ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Lake Park. The determination that Lake Park has ceased or suspended the Project shall be made by County and Lake Park agrees to be bound by County's determination.

12. Lake Park agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Lake Park. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Lake Park is merely a recipient of County

funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Lake Park shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Lake Park, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Lake Park is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Lake Park acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Lake Park maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Lake Park shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Lake Park agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, Lake Park shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o

Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461,
Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve Lake Park of its liability and obligations under this Agreement.

15. Upon request by County, Lake Park shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

16. Lake Park shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Lake Park, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Lake Park may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lake Park certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Lake Park

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

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

ATTEST:
By: _____
Town Clerk

TOWN OF LAKE PARK
By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name and address of Municipality
Name of Municipality: Town of Lake Park
Mailing Address:

Name of Mayor: Paul W. Castro

Name of City Manager: Cindy Sementelli
Project/Program Liaison Information:

Name: DALE DOUGHERTY
Telephone #: 561-881-3338
Fax #: 561-881-3340
e-mail: dale.doc@aol.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2007 Martin Luther King, Jr. Celebration - Recovery in Motion Singing Group
2. Project/ Program Description
 - General (Project Scope): Dr. Martin Luther King, Jr. Celebration and Festival
 - Public Purpose: Recognition + Celebration
 - Location: Kelsey Park - Park Ave + US#1, Lake Park, FL
 - Anticipated Number of Participants/Users: 1,000 - 2,000
3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts.
Entertainment
4. Estimated Lump Sum Total for Project/Program \$ 5,500.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
01/15/2007 to 01/19/2007 03/19/2007
month/day/year month/day/year

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded \$ 1,000
District 7
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



CONTRACT PAYMENT REQUEST

Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were 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 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

Department Director Date



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Key Legend
 C = Contractual Services
 S = Salary & Wages
 M = Materials, Supplies, Direct Purchases
 E = Equipment
 T = Travel
 I = Indirect Costs

Grantee: _____ Date: _____
 Submittal #: _____ Project Name: _____
 Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Amount	Expense Description
			Number	Date		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
					TOTAL \$	

Certification: I hereby certify that the purchases noted above were used in accomplishing this project. _____ Date _____
 Administrator

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. _____ Date _____
 Financial Officer

CERTIFICATE OF COVERAGE

Certificate Holder

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 301 NORTH OLIVE AVENUE
 WEST PALM BEACH FL 33401

Administrator

Issue Date 01/16/07

Florida League of Cities, Inc.
 Public Risk Services
 P.O. Box 530065
 Orlando, Florida 32853-0065

REVISED

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0795

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Martin Luther King, Jr. Celebration on January 15, 2007 in Historic Kelsey Park, 15 Lake Drive, Lake Park, FL 33404.

The Certificate Holder is hereby added as additional insured, as respects the member's liability regarding the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

TOWN OF LAKE PARK
 535 PARK AVENUE
 LAKE PARK FL 33403

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

TAB 9

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. Tab 9

- 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: An ordinance amending Chapter 2 of the Town Code to modify the method of determining the required amount of payment and performance for construction projects and to reduce the required bid bond amount from 10% to 5%. The amendment will give the Town Manager the discretion to waive or set the required amount of payment and performance bonds for construction projects with a contract price of less than \$200,000. All projects that exceed \$200,000 shall require a payment and performance bond each in the amount equal to or greater than 100% of the contract price for the project.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager [Signature]

Date: 2/16/07

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input checked="" type="checkbox"/> City Attorney <u>KER</u> <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 _____
Advertised: 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 has bid two major construction projects, however at the mandatory pre-bid hearings there were only four contractors interested in each of the two projects. In both procurements, the Town received no bids. The interested bidders were contacted following the bid closings and the general consensus among the potential bidders was that the bid bond of 10% was too high. Town staff recommends approval of the Ordinance reducing the bid bond requirement to 5%, and providing more flexibility in determining the payment and performance bond requirements based on contract price as provided in more detail in the Ordinance.

**Town of Lake Park
Community Development Department**



To: Town Commission

From: Patrick Sullivan, AICP, Director

Date: February 14, 2007

**Re: Amendment to Bonding Requirements of
Construction Contractors**

MEMO

Recently, the Town issued two Invitations to Bid for two CRA construction projects: (1) the 10th Street landscape and irrigation project, and (2) the alleyway improvement project ("Projects"). At the mandatory pre-bid meetings, there were four contractors interested in each of the two Projects; however the Town did not receive any bids for either Project. I contacted the interested contractors who had attended the pre-bid meetings following the bid closings, and the predominant reason for not bidding was the monetary amount of the bid bonds that were required.

Town Code Section 2-250 mandates that all Invitations to Bid require a bid bond as security for the bid, which must be at least ten percent (10%) of the estimated cost of the project. In addition, this Section also requires that upon entering into a contract with the Town, the successful bidder must provide a performance bond in the amount of one hundred percent (100%) of the total contract price. This requirement is consistent with Section 255.05, Fla. Stat. (2006), which requires that "any person entering into a formal contract with the state, or any county, city or political subdivision thereof, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute, deliver to the public owner, and record in the public records of the county where the improvement is located, a payment and performance bond, with a surety insurer authorized to do business in this state as a surety." The statute also allows the board or official awarding a contract for \$200,000 or less, to exempt the contractor from executing the payment and performance bond.

The estimated cost of the Alleyway Project was between \$1.5 to \$2 million, which pursuant to Section 2-250, would require a bid bond of \$150,000 to \$200,000, and the successful bidder would be required to provide a payment and performance bond of 100% of the total contract cost. The bid bond rate is a significant up front expense and the contractors were obviously unwilling to provide the required bonds. Implicit in that reluctance, is the assumption that there must be enough work available so that the contractors can pick and choose their jobs. In the long run, the Town is less competitive as

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

a result of the bonding requirements. The Code as currently written does not allow for any flexibility in varying the monetary amount of the required bonds.

Staff recommends that the Town Commission amend Section 2-250 of the Code to provide for flexibility in setting the required bond amounts in order for the Town to remain competitive in its procurements. With respect to the bid bond or bid security, staff recommends that the Commission reduce the mandatory 10% bid bond requirement to 5%, and provide the Town Manager with the ability to set the amount of the bid bond.

As for the payment and performance bond requirements of the construction contract, staff recommends that the Code be amended to allow the Town Manager to waive the bonding requirements for projects that have a total contract price under \$200,000 in accordance with Section 255.05, Fla. Stat. For projects that have a total contract price in excess of \$200,000, payment and performance bonds will still require a 100% bond,

ORDINANCE NO. 01-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, SECTION 2-250 ENTITLED "ALTERNATIVE SOURCE SELECTION" OF THE TOWN CODE OF ORDINANCES PERTAINING TO THE DETERMINATION OF THE MONETARY AMOUNT OF BID SECURITY AND PAYMENT AND PERFORMANCE BOND REQUIREMENTS FOR CONSTRUCTION PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL 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 provisions establishing competitive procurement processes for the purchase of goods and services by the Town which have been codified in Chapter 2 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission has determined that it is in the best interests of the public health, safety and general welfare of the Town to allow for the limited exercise of discretion in determining the required monetary amount of bid security and the payment and performance bonds which are frequently required as a condition of the procurement of construction services and the resulting construction contract; and

WHEREAS, Town staff has recommended to the Town Commission, that Section 2-250 be amended to provide the Town Manager with limited authority to reduce the amount of the bid security and to add other requirements pertaining to the payment and performance bond requirements for construction contracts; 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 Section 2-250 of the Town's Code as provided herein.

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

Section 1: The whereas clauses are hereby incorporated herein by reference as true and correct findings of the Town Commission.

Section 2. Chapter 2, Article V, Division 2, Section 2-250 is hereby amended to read as follows:

Sec. 2-250. Alternative source selection.

(h) *Construction services.* The procurement of construction services by the Town and the Community Redevelopment Agency shall be acquired in accordance with the competitive sealed bid process outlined in section 2-248.

(1) Bid security shall be required for all competitive sealed bidding for construction contracts when the total cost of construction price is estimated by the finance director to exceed \$100,000.00. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the state of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the town may be tendered in lieu of the bid bond. Nothing contained herein shall prevent the Town from requiring requirement of bid security such bonds on construction contracts under \$200,000.00 as determined in the discretion of the Town Manager to be in the best interest of the Town, when the circumstances warrant. Bid security shall be in an amount deemed sufficient by the Town Manager to insure bid compliance but in no event shall the bid security be less than five percent (5%) of the bid amount. ~~equal to at least ten percent of the amount of the bid.~~

(2) Bids or proposals which are submitted without the required bid security which do not comply with the surety requirements shall be rejected.

(3) ~~When a~~ Any person, firm or entity who enters into a written construction contract with the Town which is for is awarded in excess of \$200,000.00 or more, shall before commencing the work, execute and deliver to the Town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than one hundred percent (100%) of the total contract price, unless the amount of the bonds is reduced to a lesser amount as determined by the Town Commission, but in no event shall the amount of each bond be less than One Hundred percent (100%) of the total contract price. The bonds shall be issued by a surety insurer authorized to do business in the state of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County. At the discretion of the Town Commission, any person or entity entering into a construction contract

which is for \$200,000.00 or less may be exempted from executing the payment and performance bond.

(4) In lieu of the bond required by this section, a contractor may file with the Town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II of Chapter 625, F.S. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the Town.

(5) The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity; and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in Section 713.01, F.S., as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

(6) If at any time after the execution of the contract and the surety bonds, the Town deems the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the contract, the Town may require the contractor, at its sole expense and within five (5) days after the receipt of notice from the Town, to furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the Town. In such event, no further payment to the contractor shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the Town as to protect the interests of the Town and ensure the payment of persons supplying labor and materials under the contract. Final payment of all construction projects shall be approved by the finance director after certification of completion from the community development director.

(7) Nothing herein shall prohibit the Town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful bidder, without further bidding, in an effort to benefit from the Town's tax exempt status.

~~the following bonds or security shall be delivered to the town, and shall become binding on the parties upon the execution of the contract:~~

~~a. A performance bond satisfactory to the town, executed by a surety company authorized to do business in the state, or otherwise secured in a manner satisfactory to the town, in an amount equal to 100 percent of the price specified in the contract; and~~

~~b.—~~

~~1. A payment bond satisfactory to the town, executed by a surety company authorized to do business in the state, or otherwise secured in a manner satisfactory to the town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.~~

~~2. Sureties for all bid bonds, performance bonds and payment bonds must be listed on the U.S. Department of Treasury Listing and the bond amount shall not~~

~~exceed the maximum amounts specified therein unless stipulated in the invitation to bid.~~

~~3. Nothing herein shall prohibit the town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful bidder, without further bidding, in an effort to benefit from the county's tax exempt status.~~

~~4. Final payment of all construction projects shall be approved by the finance director after certification of completion from the community development director.~~

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

Commission member _____, offered the foregoing Ordinance, and moved its adoption. The Motion was seconded by Commission member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
PAUL W. CASTRO, MAYOR	_____	_____	_____
G. CHUCK BALIUS, VICE MAYOR	_____	_____	_____
JEFF CAREY, COMMISSIONER	_____	_____	_____
EDWARD DALY, COMMISSIONER	_____	_____	_____
PATRICIA OSTERMAN, COMMISSIONER	_____	_____	_____

The Mayor thereupon declared the Ordinance duly passed and adopted this ____ day of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO, MAYOR

First Reading: _____
Second Reading: _____

TAB 10

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. Tab 10

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Small Scale Comprehensive Plan (FLUM) Amendment to amend the future land use designation for a .918 acre parcel of land used as a church (with an accessory private school use) from "Residential Low Density" to "Other Public Facilities."

RECOMMENDED MOTION/ACTION: motion to approve

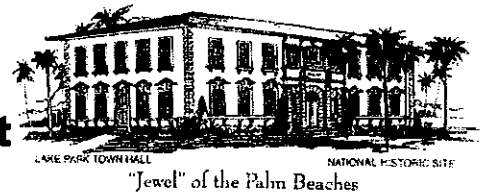
Approved by Town Manager [Signature]

Date: 2/16/07

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments: FLUM change Ordinance Staff Memo
Department Review: <input checked="" type="checkbox"/> Town Attorney <u>TER</u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input checked="" 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
Advertised: 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: Owner First Baptist Church of Lake Park Inc., has initiated this request for a small scale Comprehensive Plan Amendment to amend the Future Land Use Map (FLUM) to change the future land use designation of a .918 acre parcel located at 614, 622, 628, 636, 646 Greenbriar Drive, from "Residential Low Density" to "Other Public Facilities." The amendment will allow the church and its customary accessory uses (i.e. private school) which bring consistency between the Plan and the uses allowed under the Town's Zoning Code for the subject property.

Town of Lake Park Community Development Department



Date: 2-14-2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: First Baptist Church & School

On or about January 15, 2006, The First Baptist Church of Lake Park, Inc. ("Church" or "Applicant"), located at 625 Park Avenue, applied for a building permit to add one of the former residential buildings that front on Greenbriar Drive ("subject building") to use in conjunction with the private school the Church also operates as an accessory use to the Church. After conducting my zoning and land use review, I concluded that the use of the subject building as a private school building was not permitted under either the Town's Comprehensive Plan ("Plan") or the Town Zoning Code for various reasons which will be explained herein. Since the issues under the Plan are different than the Code issues, I will address them separately.

Comprehensive Plan Issues. The subject property is located in the R-1A single family residential zoning district and has two (2) land use designations under the Comprehensive Plan ("Plan"):

- (1) the piece fronting on Park Avenue is designated "Other Public Facilities"; and
- (2) the portion along Greenbriar that contains some small school buildings is designated "Residential low density".

The Plan does not allow for uses other than residential in areas designated "Residential." Policy 1.4: 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:

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).

Therefore, any expansion of a non-residential (in this case a school and/or church) use is not in compliance with the Plan and no development order, including but not limited to, a building permit can be issued. Consequently, the Church is requesting a small scale map amendment to re-designate the land use for the portion of the property along Greenbriar that contains some small school buildings from "Residential low density" to "Other Public Facilities." This FLUM amendment would allow the project to go forward, and would also make the existing Church and accessory school conforming.

Furthermore, the FLUM amendment will correct yet another conflict. The current Zoning Code expressly allows churches in the R-1A zoning district, and all other residential zoning districts except the R-1AA district. As such, the Town's Zoning Code allows uses

which are not in conformity with the policies of the Plan which does not allow commercial uses in areas designated for residential development.

Zoning Code Issues. The only permitted uses in the R-1A zoning district pursuant to Town Code Section 78-62 are: (1) single family dwellings, (2) churches and their customary accessory buildings, and (3) accessory buildings and uses when located on the same lot or parcel as the principal structure.

The problem under the Zoning Code arises out of another subsection which seems to qualify and limit the size of structures that accessory uses can occupy. **Section 78-62 (1) (c) (3) limits the size of accessory buildings to 650 feet in area.** This size restriction makes it virtually impossible for a church to have any accessory buildings or uses.

If this 650 area limitation did not apply to churches, there would be no zoning issue. Nevertheless, the Code as written does not distinguish between uses and although the probably intent was that the 650 area limitation was intended to apply for single family dwelling accessory structures the Code does not make that clear. As a result, this limitation as written can be interpreted to prohibit a church from having any accessory buildings over 560 in area which in effect eliminates most buildings that churches traditionally have outside of the main sanctuary. Looking at the big picture, under section 78-62(1)©(3), all accessory buildings in the Town that are larger than 650 square feet, are in violation of the Code and may not be expanded or enlarged, and are subject to code enforcement action

It has been the custom and practice of the Town to recognize private schools, rectories, academies, congregation areas, Sunday school and religious education classrooms, meeting rooms and other similar church related uses that are customarily incidental to churches as permissible accessory uses, provided that these accessory uses are located on the same lot or parcel of land as the church. It is my personal belief, that the legislative intent was not to restrict churches and schools from being located in areas designated for residential land use and the inconsistency was most likely an unintended oversight by the framers of the Comprehensive Plan. The Town's Attorney's have advised that established rules of legal interpretation and statutory construction require that an ambiguous provision be given an interpretation that will not lead to an absurd result. The 650 area limitation on accessory buildings and uses as contained in subsection 78-62 (1) (c) (3) makes no logical sense when applied to churches. The logical interpretation is that this limitation was only intended to apply to buildings that are accessory to residential single family dwellings.

As stated previously, this inconsistency and ambiguity in the Code was discovered in conjunction with my review of the Church's request to expand the existing accessory private school use on the site of the Church. The Church has submitted an application for a zoning text amendment to expressly recognize and allow private schools and other customary church related uses as accessory uses in the R-1A zoning district and to eliminate the 650 foot area limitation on accessory buildings and uses as applied to churches. Subsequent to the proposed amendment, the 650 foot area limitation would only apply to single family dwellings in the R-1A district.

Summary. The inconsistencies in the Code and the conflict with the Plan are items that clearly must be addressed. The text amendments will clarify a very poorly written attempt to regulate accessory uses in residential zoning districts. Because these same provisions are found in all other residential zoning districts (except the R-1A), the proposed text amendment uniformly adopts new provisions that expressly recognize various examples of permissible accessory uses for residential dwellings as well as churches. Furthermore, 650 area limitation is made applicable only to single family accessory uses. This inconsistency must be addressed because the express text of the Town Code has led, and will continue to lead, persons into erroneously believing that a church can only have an accessory building of 650 feet in area in these residential zoning districts. These proposed text amendments will also have a positive impact on the Haitian Church and school at the end of Seminole Blvd. That church already has a land use and FLUM designation of "Other Public Facilities." The zoning amendment would apply to their accessory private school as well.

In order to allow the Church to proceed with its proposed building modifications and to render the school and church conforming under the Comprehensive Plan, the Church has applied for a small scale amendment to the Future Land Use Map ("FLUM") that changes the land use designation for the small parcel currently designated as "Residential" to "Other Public Facilities." The "Other Public Facilities" designation will allow for schools and churches under that designation and will resolve the existing conflict with the Comprehensive Plan and the Zoning Code for the subject property.

Town Staff request approval of both of the following requests of the Church: (1) zoning text amendment to recognize schools as an accessory use and eliminate the 650 area limitation on accessory church buildings; and (2) small scale future land use map (FLUM) amendment will be presented to the Board to change the land use designation of that the portion of the subject property along Greenbriar from "Residential low density" to "Other Public Facilities."

On February 5, 2007, the Planning and Zoning Board heard the text amendment request and had great difficulty understanding the basis for the text amendment. At the conclusion of the discussion, the Board requested that the text amendments be brought back to the Board next month. Both Town staff and the Town attorney advised the Board that there was no easier way to explain the amendments and that they could not provide anything additional. The Church wished to proceed directly to the Commission and did not agree to have the amendment being re-reviewed by the Board at their next meeting in March. No guidance was given on the text amendment by the Board, and the Board ultimately recommended denial of the request primarily due to their inability to understand the proposed text amendment.

The FLUM amendment requires a public hearing by the Local Planning Agency which constitutes of the members of the Planning and Zoning Board. The initial hearing was held on February 5, 2007. The Board recommended approval of the FLUM Amendment. **Town staff recommends that the Town Commission APPROVE both requests.**

cc: Karen E. Roselli, Planning & Zoning Board Attorney
Maria Davis, Town Manager

ORDINANCE NO. 04-2007

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 TO CHANGE THE LAND USE DESIGNATION OF A .918 ACRE PROPERTY GENERALLY LOCATED AT 614, 622, 628, 636, 646 GREENBRIAR DRIVE WITHIN THE TOWN OF LAKE PARK FROM RESIDENTIAL TO OTHER PUBLIC FACILITIES; 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 has adopted a Comprehensive Plan “Plan” pursuant to Ordinance No. ___, and the “Local Government Comprehensive Planning and Land Development Regulation Act” (“Act”); and

WHEREAS, the Town of Lake Park Comprehensive Plan (“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, the First Baptist Church of Lake Park, Inc., (“Owner”) is the owner of .918 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 614, 622, 628, 636, 646 Greenbriar Drive, as shown on **Exhibit “B”**, which is attached hereto and incorporated herein; and

WHEREAS, the subject property currently has a land use designation of Residential; and;

WHEREAS, Dr. Don MacKay is the agent and applicant for the Owner who has initiated this small scale proposed Comprehensive Plan amendment to change the land use designation of the subject property from “Residential” to “Other Public Facilities;” and

WHEREAS, the Town’s Local Planning Agency (“LPA”) has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat., to consider the proposed Map Amendment; and

WHEREAS, at the conclusion of its public hearing, the LPA recommended to the Town Commission that the Commission assign a designation of “Other Public Facilities” 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 “Other Public Facilities” ; 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 has transmitted the proposed Plan Amendment to the Florida Department of Community Affairs for its review; and

WHEREAS, the Florida Department of Community Affairs has reviewed the proposed Amendments and has notified the Town of Lake Park of its determination that the proposed amendments to the Future Land Use Map are “in-compliance” with the statutory requirements of

the Act.

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 to provide the required number of copies of the complete Comprehensive Plan (FLUM) Amendments to the Department of Community Affairs and all other parties pursuant to Section 163.3184(3), Fla. Stat.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions 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 upon adoption pursuant to Section 163.3189(2) (a), Fla. Stat.

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

Commissioner _____, offered the foregoing Ordinance, and moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
PAUL W. CASTRO, MAYOR	_____	_____	_____
G. CHUCK BALIUS, VICE MAYOR	_____	_____	_____
JEFF CAREY, COMMISSIONER	_____	_____	_____
EDWARD DALY, COMMISSIONER	_____	_____	_____
PATRICIA OSTERMAN, COMMISSIONER	_____	_____	_____

The Mayor thereupon declared the Ordinance duly passed and adopted this ___ day of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO, MAYOR

First Reading: _____
Second Reading: _____

ATTEST:

BY: _____
VIVIAN MENDEZ, TOWN CLERK

REVIEWED FOR LEGAL FORM
AND SUFFICIENCY

BY: _____
THOMAS BAIRD, TOWN ATTORNEY

TAB 11

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

Meeting Date: *March 7, 2007*

Agenda Item No. *Tab 11*

- 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: Text change to clarify private schools as an accessory use to a church and additional language to clarify accessory uses in all districts.

RECOMMENDED MOTION/ACTION: *motion to approve*

Approved by Town Manager

[Signature]

Date:

2/15/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Text change Ordinance Staff Memo
Department Review: <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <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 _____
Advertised: 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: This is a text change to the code that will allow churches to have schools as an accessory use in any district that churches are allowed. The text amendment removes the 650 square foot size limitation for private school accessory uses. The amendment also clarifies regulations for all other accessory uses by adding definitions and use and size limitations for accessory uses other than private schools.

Town of Lake Park Community Development Department



Date: 1-31-2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: First Baptist Church & School

The First Baptist Church of Lake Park, Inc. ("Church"), located at 625 Park Avenue, and which also operates a private school as an accessory use, applied for a building permit for an addition to one of the former residential buildings that front on Greenbriar Drive ("subject building") on or about January 15, 2006. After conducting my zoning and land use review, I concluded that the use of the subject building as a private school building was in violation of the Town Code and is not a permitted use in the R-1A zoning district, and therefore the permit could not be issued and the expansion was prohibited. The subject property has two (2) land use designations under the Comprehensive Plan:

- (1) the piece fronting on Park Avenue is designated "Other Public Facilities"; and
- (2) the portion along Greenbriar that contains some small school buildings is designated "Residential low density".

The Town's Comprehensive Plan does not allow for uses other than residential in areas designated "Residential." Policy 1.4: 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).

Therefore, any expansion of a non-residential (in this case a school and/or church) use is not in compliance with the Comprehensive Plan and no development order, including but not limited to, a building permit can be issued.

Consequently, we have a situation where the Town's zoning code allows the church in this R-1A zoning district, but the Comprehensive Plan does not because a church is not a residential use. This inconsistency must be addressed because the express text of the Town Code has led and will continue to lead persons into believing that a church and a church with day care or school is permitted, and such persons may take steps in reliance on the Code to pursue the development of such uses. It is my personal belief, that the legislative intent was not to restrict churches and schools from being located in areas designated for residential land use and the inconsistency was most likely an unintended oversight by the framers of the Comprehensive Plan.

In order to allow the Church to proceed with building modifications and to legitimize the school land under the Comprehensive Plan, the Church has applied for a small scale amendment to the Future Land Use Map ("FLUM") that changes the land use designation for the small parcel currently designated as "Residential" to "Other Public Facilities." The "Other Public Facilities" designation will allow for schools and churches under that designation and will resolve the existing conflict with the Comprehensive Plan and the Zoning Code for the subject property.

In addition, a zoning text amendment has also been requested by the Church. The entire parcel is now zoned R-1A. Schools are not a permitted use in this zoning district. Previously the outbuildings used for school purposes were considered accessory uses to the Church and were considered to be legitimate. The prior interpretation was erroneous when other portions of the Code were read in conjunction with this section.

Section 78-62 states that: "Accessory use shall be within a one-story building and shall not exceed 650 feet in area." All buildings that are larger than 650 square feet and are used for accessory purposes, are therefore in violation of the Code and may not be expanded or enlarged. Also, the Church is planning a major expansion of the Church school by adding a high school. A text amendment to the R-1A zoning district that allows private schools, day and after care and other Church related activities as an accessory use to a church will allow for the Church to proceed with the proposed school expansion.

These proposed text amendments will also have a positive impact on the Haitian Church and school at the end of Seminole Blvd. That church already has a land use and FLUM designation of "Other Public Facilities." The zoning amendment would apply to their accessory private school as well.

Both of the Church's requests: (1) zoning text amendment to allow schools as a permitted use; and (2) small scale future land use map (FLUM) amendment will be presented to the Board to change the land use designation from "Residential" to "Other Public Facilities." The FLUM amendment requires a public hearing by the P&Z Board and was held February 5, 2007. The P&Z could not reach consensus and requested the matter to be brought back the next meeting. There was no guidance given as to what the P&Z Board wanted for additional information. Town staff recommends that the Town Commission **APPROVE** both requests.

cc: Karen E. Roselli, Planning & Zoning Board Attorney
Maria Davis, Town Manager

ORDINANCE NO. 05-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED "DEFINITIONS;" AND AMENDING ARTICLE III, SECTION 78-62 ENTITLED "R-1A RESIDENCE DISTRICTS" AMENDING SECTION 78-63 ENTITLED "R-1B RESIDENCE DISTRICTS;" SECTION 78-64 ENTITLED "R-1 RESIDENCE DISTRICTS;" SECTION 78-65 ENTITLED "R-2A RESIDENCE DISTRICTS;" SECTION 78-66 ENTITLED "R-2 RESIDENCE DISTRICTS;" SECTION 78-67 ENTITLED "R-3 RESIDENCE DISTRICTS;" REPEALING SECTION 78-68 ENTITLED "C-1A BUSINESS DISTRICTS;" AND AMENDING SECTION 78-69 ENTITLED "C-1B BUSINESS DISTRICTS;" TO PROVIDE FOR ACCESSORY USES FOR CHURCHES AND RESIDENTIAL DWELLING UNITS; 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 zoning and zoning district land development and use regulations which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission has also adopted specific district regulations pertaining to permitted, accessory uses, and special exception land uses for the various zoning districts which have been codified in Chapter 78, Article III of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, it has been the custom and practice of the Town to recognize private schools, congregation areas, Sunday school and religious education classrooms, meeting rooms and other similar church related uses that are customarily incidental to churches as

permissible accessory uses, provided that these accessory uses are located on the same lot or parcel of land as the church; and

WHEREAS, the only permitted uses in the R-1A zoning district (Town Code Section 78-62) are: (1) single family dwellings, (2) churches and their customary accessory buildings, and (3) accessory buildings and uses when located on the same lot or parcel as the principal structure; and

WHEREAS, Section 78-62 (1)(c)(3) limits the size of accessory buildings to 650 feet in area. This size restriction makes it virtually impossible for a church to have any accessory buildings or uses; and

WHEREAS, legal rules of interpretation and statutory construction require that an ambiguous provision be given an interpretation that will not lead to an absurd result. The 650 foot size limitation on accessory buildings and uses as contained in subsection 78-62 (1)(c)(3) makes no logical sense when applied to churches. The logical interpretation is that this limitation was only intended to apply to buildings that are accessory to residential single family dwellings; and

WHEREAS, this inconsistency and ambiguity in the Code was discovered by Town staff in conjunction with their review of the First Baptist Church of Lake Park, Inc's, request to expand the existing accessory private school use on the site of the Church; and

WHEREAS, Dr. Don MacKay is the agent ("Applicant") for the First Baptist Church of Lake Park, Inc., ("Owner") which is the owner of the real property located at 625 Park Avenue, within the Town of Lake Park ("subject property") and which is legally described in **Exhibit "A"** attached hereto; and

WHEREAS, the Applicant has submitted an application to the Town for a zoning text amendment to expressly recognize and allow private schools and other customary church

related uses as accessory uses in the R-1A zoning district, and to eliminate the 650 foot area limitation on accessory buildings and uses as applied to churches. The 650 foot limitation will remain in the Code but its application will be limited to single family dwellings.

WHEREAS, Staff has recommended that the same clarifying text changes be adopted for all other zoning districts (**R-1B, R-1, R-2A, R-2, R-3, and C-1B**) that permit churches by right for consistency purposes. Other minor clerical revisions have been made, and some additional express enumerations of certain residential accessory uses have also been included in the text amendment; and

WHEREAS, the Applicant has also applied for a small scale Comprehensive Plan Map Amendment to change the land use designation of the subject property from "Residential" to "Other Public Facilities." These two requests are being processed simultaneously by the Town; and

WHEREAS, Town staff has reviewed the Application for a zoning code text amendment and has recommended that Town Code Section 78-62 through 78-69, inclusive, be amended to expressly permit private schools as accessory uses to churches in the R-1A zoning district and other zoning districts that permit churches by right, to eliminate the 650 foot limitation on accessory church buildings and uses, and to provide additional permissible accessory uses for residential dwellings; and

WHEREAS, in preparing this text amendment it came to the attention of Town staff that the C-1A zoning district still is contained in the text of the Zoning Code despite the fact, that his zoning district was abolished many years ago. Therefore, for purposes if update the text of the Code, this Ordinance indicates that the C-1A district is repealed; and

WHEREAS, the Town Commission, after review of the recommendations from Town staff and the Planning and Zoning Board, and after due notice and public hearings at which

the Commission heard testimony and comments and received evidence from the Applicant, the Owner, Town staff and members of the public, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for such additional regulations; and

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact 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 add the following definitions:

Sec. 78-2. Defintions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cabana means an enclosed or screened-in structure which is constructed on a concrete slab with CBS and stucco or poured concrete and stucco walls, a hard roofing system, and which is subject to the Florida Building Code. Manufactured buildings, factory-built housing, mobile homes, sheds and other similar assembled buildings shall not be considered to be a cabana.

Church/house of worship means a building, structure or premises wherein persons regularly assemble for religious worship which is specifically designed and used only for such propose and is maintained and controlled by a religious body organized to sustain public worship.

Private school or nonpublic school means an organization that designates itself as an educational center for instructional purposes and that may include kindergarten, elementary, middle or junior high school, secondary or high school, or as an elementary, secondary, business, technical, or trade school below college level or that offers academic, literary, or career training below college level, or any combination of the above. A private school may be a parochial, religious, denominational, for-profit, or nonprofit school. This definition does not include home education programs.

Shed means an accessory structure intended to store lawn, garden, pool care equipment, or other similar items, of a height no greater than 8 feet, and the total square footage of

which does not exceed 120 square feet. Such structures shall be limited to side and rear yards. Structure materials shall be of a color and design that are compatible in relation to other structures in the immediate area. The structure shall be appropriately landscaped when viewed from a public way or neighboring property.

Section 3. Chapter 78, Sections 78-62, 78-63, 78-64, 78-65, 78-66, 78-67, 78-68 and 78-69 of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

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

Within R-1A residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1A residence district, 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. Single-family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

b. Churches/houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities. ~~after review an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established as the mean centerline of the original church building permit.~~

e. ~~Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended, and accessory uses must be when located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use, thereto. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

~~2. No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

~~3. Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

(2) Building height limits. No building or structure used as a dwelling or a building or structure which is accessory to a dwelling, shall exceed two stories or 30 feet in height. The building height limit for churches is 45 feet in height. Non-habitable architectural features on a church such as steeples, sanctuaries, bell towers, cupolas, and other similar features shall not be calculated in this height requirement and such architectural features shall be approved on a case by case basis as part of the site plan approval process.

~~(3) Building site area.~~ Every parcel of land on which a dwelling structure is erected, shall have an area of not less than 7,500 square feet and a frontage at the building line of at least 75 feet. Corner lots shall have an area of not less than 10,000 square feet and a frontage at the building line of at least 100 feet. No building or structure with its accessory buildings shall occupy more than 50 percent of the lot or parcel area, exclusive of front and side yards.

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

Within R-1B residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1B residence district, 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. Single-family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, sheds, cabanas and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular or not architecturally consistent, compatible, or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall

specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

b. Churches/houses of worship and related buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities. Churches and their customary accessory buildings, after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.

c. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.

c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

2. ~~No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

3. ~~Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

d. Schools, except correctional institutions.

e. Playgrounds operated in conjunction with schools or owned and operated by the town.

f. Two-family dwellings. No garage apartment will be permitted as an accessory use on a lot or parcel of land with a two-family dwelling.

g. Electric substations.

(2) Building height limit. No building or structure used as a dwelling or a building or structure which is accessory to a dwelling, shall exceed two stories or 30 feet in height. The building height limit for churches is 45 feet in height. Non-habitable architectural features on a church such as steeples, sanctuaries, bell towers, cupolas, and other similar features shall not be calculated in this height requirement and such architectural features shall be approved on a case by case basis as part of the site plan approval process. No building or structure shall exceed two stories or 30 feet in height.

~~(3) Building site area.—~~

~~a. Every parcel of land on which a dwelling structure is erected shall have an area of not less than the following:~~

~~1. For a single family dwelling, 7,500 square feet.~~

~~2. For a two-family (duplex) dwelling, 10,000 square feet.~~

~~b. The minimum width of lot at the building line for one-family and two-family dwelling structures shall be 75 feet for interior lots and 100 feet for corner lots.~~

~~c. No building or structure with its accessory buildings shall occupy more than 60 percent of the lot or parcel area, exclusive of front and side yards.~~

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

Within R-1 residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1 residence district, 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. Single-family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

b. Churches/houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities. after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.

~~e. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

~~2. No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

~~3. Accessory use shall be within a one-story building and shall not exceed 650 feet in area~~

d. Schools, except correctional institutions.

e. Playgrounds operated in conjunction with schools or owned and operated by the town.

(2) *Building height limit.* No building or structure used as a dwelling or a building or structure which is accessory to a dwelling, shall exceed two stories or 30 feet in height. The building height limit for churches is 45 feet in height. Non-habitable architectural features on a church such as steeples, sanctuaries, bell towers, cupolas, and other similar features shall not be calculated in this height requirement and such architectural features shall be approved on a case by case basis as part of the site plan approval process. ~~shall exceed two stories or 30 feet in height.~~

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

Within R-2A residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-2A residence district, 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. *Single-family dwellings.* A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a

home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

~~b. Churches/houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.~~

~~c. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

2. ~~No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

3. ~~Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

d. Hotels without shop fronts or stores facing the street.

e. Multiple-family structures (apartments).

f. Motels without shop fronts or stores facing the street.

(2) Building height limit. No building or structure used as a dwelling or a building or structure which is accessory to a dwelling, shall exceed two stories or 30 feet in height. The building height limit for churches is 45 feet in height. Non-habitable architectural features on a church such as steeples, sanctuaries, bell towers, cupolas, and other similar features shall not be calculated in this height requirement and such architectural features shall be approved on a case by case basis as part of the site plan approval process. shall exceed two stories or 30 feet in height.

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

Within R-2 residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-2 residence district, 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. Single-family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

b. ~~Churches/ houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.~~

c. ~~Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

2. ~~No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

3. ~~Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

d. Schools, except correctional institutions.

- e. Playgrounds operated in conjunction with schools or owned and operated by the town.
- f. Two-family dwellings.
- g. Multifamily dwellings or apartment houses and community residential homes, provided that any such home is not located within a radius of 1,000 feet of another such home or within 1,000 feet of a single-family zoning district. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.
- h. Civic buildings, libraries.
- i. Nursing or convalescent homes.
- j. Nursery schools or kindergartens.
- k. Physicians or dentists, subject to the following provisions:
 1. Physicians or dentists may operate an office in conjunction with a home so long as the front of such office shall be kept as a home.
 2. No more than 35 percent of the ground floor area shall be used as an office.
 3. Not more than one physician or dentist may practice, and there shall not be more than three persons employed.
 4. Office hours shall be limited to daylight hours.

(2) *Building height limit.* No multifamily structure shall exceed two stories or 30 feet in height. The building height limit for churches is 45 feet in height. Non-habitable architectural features on a church such as steeples, sanctuaries, bell towers, cupolas, and other similar features shall not be calculated in this height requirement and such architectural features shall be approved on a case by case basis as part of the site plan approval process.

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

Within R-3 residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-3 residence district, 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. Single-family dwellings.
- b. Churches/houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed

~~church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.~~

~~e. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

~~c. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.~~

~~1. A private garage for use by occupants of the principal building shall be considered an accessory use.~~

~~2. No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

~~3. Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

~~Sec. 78-68. C-1A business districts.~~

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

~~(1) *Uses permitted.* Within any C-1A business district, 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. Single family dwellings.~~

~~b. Churches and their customary accessory buildings, after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.~~

~~c. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

~~1. A private garage for use by occupants of the principal building shall be considered an accessory use.~~

~~2. No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

~~3. Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

~~d. Schools, except correctional institutions.~~

~~e. Playgrounds operated in conjunction with schools or owned and operated by the town.~~

~~f. Two family dwellings.~~

~~g. Multifamily dwellings or apartment houses and community residential homes, provided that any such home is not located within a radius of 1,000 feet of another such home or within 1,000 feet of a single-family zoning district. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.~~

~~h. Civic buildings, libraries.~~

~~i. Nursing or convalescent homes.~~

~~j. Nursery schools or kindergartens.~~

~~k. Physicians or dentists, subject to the following provisions:~~

~~1. Physicians or dentists may operate an office in conjunction with a home so long as the front of such office shall be kept as a home.~~

~~2. No more than 35 percent of the ground floor area shall be used as an office.~~

~~3. Not more than one physician or dentist may practice, and there shall not be more than three persons employed.~~

~~4. Only one sign shall be permitted, not to exceed two square feet in size.~~

~~5. Office hours shall be limited to daylight hours.~~

~~l. Hotels without shop fronts or stores facing the street.~~

~~m. Dwellings in which rooms are rented or table board provided.~~

~~n. Home occupations or professions where incidental to the residential use. A home occupation shall be interpreted as any vocation, trade or profession carried on within a dwelling by the occupants thereof, where no power other than electric is used, no signs other than one unlighted sign not in excess of two square feet is displayed, no merchandise or other articles are displayed for advertising purposes, no assistants are employed and not more than 35 percent of the ground floor area is so used unless otherwise provided by the regulations of the several districts. Such home occupations shall not include experimentation that involves the use of chemicals or matter or energy that may create or cause to be created noises, noxious odors or hazards that will endanger the health, safety or welfare of the community.~~

~~o. Motels without shops or restaurants. A motel of 12 or more units having a restaurant in connection therewith and under the same ownership or management shall be permitted.~~

~~(2) *Building height limit.* No multifamily structure shall exceed two stories or 30 feet in height.~~

~~(3) *Building site area.* Every parcel of land on which a dwelling structure is erected shall have an area of not less than the following:~~

~~a. Single-family dwellings, 7,500 square feet.~~

~~b. Two-family duplex dwellings, 10,000 square feet.~~

~~c. Three-family dwellings, 12,000 square feet.~~

~~d. Structures have more than three dwelling units, 2,000 square feet for each additional unit added to the base of 12,000 square feet.~~

~~1. The minimum width of lot at the building line shall be 75 feet for interior lots and 100 feet for corner lots.~~

~~2. No building or structure with its accessory buildings shall occupy more than 60 percent of the lot or parcel area, exclusive of front and side yards.~~

~~e. No building or structure with its accessory buildings shall occupy more than 70 percent of the lot or parcel of land, exclusive of front and side yards.~~

~~(4) *Minimum floor area.*~~

~~a. The minimum required first floor area of a single-family dwelling structure shall be 1,000 square feet, exclusive of carport, garage, unenclosed terraces and porches. Where a carport or garage is attached to the structure, the required first floor area may be reduced to 900 square feet. The minimum required first floor area of a two-family dwelling structure (duplex) shall be 1,400 square feet, exclusive of carports, garages, unenclosed terraces or porches, with each unit comprising 700 square feet. A one-bedroom unit of not less than 580 square feet may be built together with a second unit of not less than 820 square feet.~~

~~b. Where a utility or storage room is constructed and finished in a like manner and type of construction as the balance of the living quarters and has direct entrance and access to the living quarters, such utility room may be considered a part of the living quarters.~~

~~c. For structures of more than two dwelling units, the minimum required floor area shall have an additional 580 square feet for each dwelling unit in excess of two, added to the base of 1,400 square feet.~~

~~(5) Yard regulations. —~~

~~a. Front yard. There shall be a front yard of not less than 30 feet measured from the street or highway or highway right-of-way line to the front wall of the building or structure except in those blocks in which a 25-foot front yard has already been established. On "thru" lots having frontages on two streets, the required front yard shall be provided on both streets.~~

~~b. Side yard. There shall be a side yard on each side of the principal building having a width of not less than five feet. On a corner lot, there shall be a side yard of not less than 15 feet from the property line of the intersecting streets.~~

~~c. Rear yard. There shall be a rear yard of not less than 15 feet, except where there is an existing dedicated alleyway adjacent to the rear lot line, the rear yard shall be not less than five feet.~~

~~(6) Off-street parking. See section 78-142 for off-street parking regulations.~~

Sec. 78-68. Reserved.

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

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

(1) *Uses permitted.* Within C-1B 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. Single-family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may

be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed six hundred and fifty (650) square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play-room room (but not used for home day care purposes), or a tool-room or workshop.

b. Community residential homes with seven to 14 residents.

~~c. Churches houses of worship and related their customary accessory buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities after a review of an application and hearing thereon by the planning and zoning board establishes as a fact that the proposed use is consistent with the general plan and public interest. Planning and zoning board approval shall not be required for proposed church and accessory use within 300 feet of land presently used for church and accessory purposes. As a point of reference, the 300-foot radius shall be established at the mean center of the original church building.~~

~~d. Accessory buildings and uses when located on the same lot or parcel of land as the principal structure and customarily incidental thereto.~~

d. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multi-family residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case by case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

~~2. No store, trade, profession or business use nor any residential use shall be permitted in an accessory building.~~

~~3. Accessory use shall be within a one-story building and shall not exceed 650 feet in area.~~

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. Codification. The provision of this Ordinance shall become and be

made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the ordinance maybe renumbered or relettered to accomplish such.

Section 7. **Effective date.** This Ordinance shall take effect immediately upon passage.

TAB 12

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. Tab 12

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: To Revise Section 2-82 of the Code of Ordinances of the Town of Lake Park Pertaining to Powers and Duties of the Town Manager

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager [Signature] Date: 2/7/07

Originating Department: Administrative Services	Costs: \$ <u>-0-</u> Funding Source: Acct. #	Attachments: Copy of Ordinance
Department Review: <input type="checkbox"/> Town Attorney <u>[Signature]</u> <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"/> PFSO	<input checked="" type="checkbox"/> Personnel <u>BAT</u> <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BAT</u> : Please Initial one.

Summary Explanation/Background:

Section 2-82 of the Code of Ordinances of the Town of Lake Park currently states that the Town Manager shall appoint, suspend and remove all appointed officers and department heads and may employ, suspend and remove all other employees of the town, in accordance with the town's merit system; except that the town attorney shall be appointed and removed at the sole discretion of the town commission.

The purpose of this item is to clarify this section of the Code to provide that all department heads are "at will" employees and serve at the pleasure of the town manager.

ORDINANCE 06- 2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES;; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR THE AMENDMENT OF ARTICLE III FORMALLY RECOGNIZING THAT THE TOWN ATTORNEY IS AN OFFICER OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING 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, Section 2-82 of the Code of Ordinances of the Town of Lake Park sets forth the powers and duties of the Town Manager; and

WHEREAS, the Town Manager has recommended and the Town Commission deems it necessary and advisable to amend Section 2-82 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission deems it necessary and advisable to create Section 2-87 of the Town Code to formally recognize and establish that Town Attorney is an Officer of the Town.

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

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

Section 2. Section 2-82 of the Code of Ordinances of the Town of Lake Park is hereby amended to read as follows:

The town manager shall be the chief administrative officer of the municipal government under the general supervision of the town commission. The town manager shall abide by the policies established by the town commission through ordinances, resolutions and specific motions. The town manager shall:

(1) ~~Appoint, suspend and remove all appointed officers and department heads and may employ, suspend and remove all other employees of the town, in accordance with the town's merit system; except that the town attorney shall be appointed and removed at the~~

~~sole discretion of the town commission. Managerial exempt department heads serve at the pleasure of the town manager. The town manager shall appoint, suspend and terminate all department heads.~~

(2) The town manager shall appoint, suspend and terminate all non-managerial employees in accordance with the town's merit system.

~~(2)~~(3) Direct and supervise the administration of all departments, offices and agencies of the town, except as otherwise provided by the Charter, codes or by law. The town manager shall direct all department heads of recreation, marina, and finance to file monthly reports with the office of town manager. The town manager's office shall collect and forward these reports to the town commission without correction or modification. The town manager may issue comments regarding any of these reports.

~~(3)~~(4) Prepare the budget annually, submit it to the town commission with a message describing the important features, and be responsible for its administration after adoption.

~~(4)~~(5) Prepare and submit to the town commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the town commission.

~~(5)~~(6) Keep the town commission advised of the financial condition and future needs of the town, and make such recommendations as may be desirable on a timely basis. The town manager shall actively seek out potential grant monies that may be available to support town projects.

~~(6)~~(7) Recommend to the town commission a standard schedule of pay for all town positions, including minimum and maximum rates of pay. Recommend appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the commission in proper sessions.

~~(7)~~(8) Recommend to the town commission, from time-to-time, adoption of such ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.

~~(8)~~(9) Organize, reorganize, consolidate, combine or abolish positions, offices, department divisions or departments of the town with the approval of the town commission. This approval requires an ordinance.

~~(9)~~(10) Attend meetings of the town commission, town committees and boards, and other town meetings, as the town manager deems necessary, or as directed by the town commission. At such meetings, the town manager shall have the right to take part in the discussion, but without having a vote.

~~(10)~~(11) Serve as purchasing agent for the town, responsible for overseeing the purchase of equipment and supplies; the retention of engineering, consulting and other professional and contractual services for the town; and the disposal of surplus personal property. Contracts exceeding \$5,000.00 require approval of the town commission.

~~(11)~~(12) Provide staff support services for the mayor and commission members. These services are limited to those necessary in support of town activities.

~~(12)~~(13) See that all laws and ordinances are duly enforced using existing agencies in a proper manner.

~~(13)~~(14) Investigate the affairs of the town, or complaints regarding any department or division; investigate all complaints in relation to matters concerning administration; investigate complaints regarding service maintained by public utilities, and see that all terms and conditions imposed in favor of the town in any franchise, contract or agreement are faithfully observed.

~~(14)~~(15) Devote all working time to the discharge of official duties.

~~(15)~~(16) Perform such other duties as may be required by the commission not inconsistent with the town Charter, state law or applicable ordinances.

Section 3. Section 2-87 of the Town Code is hereby created as follows:

Section 2-87. Powers and Duties of the Town Attorney

The Town Attorney shall be appointed and removed at the sole discretion of the town commission. The town attorney shall be responsible for the town's legal affairs and act as legal counsel for the commission, its officers and employees.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words "ordinance," "section," "article," or "paragraph" may be changed to provide for continuity.

Section 6. Severability. If any section, subsection, sentence, clause, phase 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 7. Effective Date. This ordinance shall take effect immediately upon adoption.

Upon First Reading this ___ day of _____, 2007, the foregoing ORDINANCE was offered by Commissioner _____ who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	_____	_____
VICE MAYOR ED DALY	_____	_____
COMMISSIONER G. CHUCK BALIUS	_____	_____
COMMISSIONER JEFF CAREY	_____	_____
COMMISSIONER PATRICIA OSTERMAN	_____	_____

Upon Second Reading this ___ day of _____, 2007, the foregoing ORDINANCE was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	_____	_____
VICE MAYOR ED DALY	_____	_____
COMMISSIONER G. CHUCK BALIUS	_____	_____
COMMISSIONER JEFF CAREY	_____	_____
COMMISSIONER PATRICIA OSTERMAN	_____	_____

The Mayor thereupon declared Ordinance No. _____ duly passed and adopted this ____ day of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor Paul Castro

ATTEST:

Approved as to form and legal sufficiency:

Vivian Mendez, Town Clerk
(Town Seal)

Thomas J. Baird, Town Attorney

TAB 13

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

Meeting Date: 3/7/07

Agenda Item No. *Tab 13*

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Resolution to Revise the Town of Lake Park Employee Policy/Handbook to *bc*
Consistent ~~Comply~~ with Ordinance 6-2007 Amending Section 2-82 of the Code Of Ordinances of
 the Town Of Lake Park Pertaining To Powers and Duties Of Town Manager

RECOMMENDED MOTION/ACTION: Adoption of Resolution.

Approved by Town Manager *[Signature]*

Date: *3/2/07*

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

Summary Explanation/Background:

At its February 21, 2007 meeting, the Commission approved on first reading Ordinance 6-2007. Ordinance 6-2007 is on the agenda for approval on second reading by the Commission at this March 7, 2007 meeting. The purpose of this Ordinance is to amend Section 2-82 of the Code of Ordinances of the Town of Lake Park pertaining to powers and duties of the Town Manager, thereby clarifying Section 2-82 of the Code to provide that all department heads are “at will” employees and serve at the pleasure of the Town Manager.

The purpose of this resolution is two-fold. First, it is to revise the Town of Lake Park Employee Policy/Handbook so that it is consistent with Ordinance 6-2007. Secondly, it is to provide that the Town Manager may appoint qualified individuals to fill critical department head positions on an imminent basis without having to post such vacancies internally for ten business days, or externally.

RESOLUTION NO. 20-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN OF LAKE PARK EMPLOYEE POLICY/HANDBOOK SO AS TO BE CONSISTENT WITH ORDINANCE 6-2007 TO AMENDING SECTION 2-82 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO THE POWERS AND DUTIES OF THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park 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 Manager has recommended an amendment to the Town of Lake Park Employee Policy/Handbook (the Handbook); and

WHEREAS, the amendment of the Handbook would result in department heads serving at the pleasure of the Town Manager, who shall appoint, suspend and terminate all department heads.

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.

Section 2. The Handbook's Introduction and Section 1 thereof, entitled "General Provisions" shall be amended such that the disciplinary and grievance provisions of the Handbook shall not pertain to managerial exempt department heads.

Section 3. The Handbook at Section 1, entitled "Employee Classifications" shall be revised to provide that there shall be no probationary status for managerial exempt department heads.

Section 4. The Handbook at Section 2. Paragraph 2, entitled "Recruitment Policy" is hereby revised to state that the Town Manager may appoint qualified individuals to fill department head positions without advertising the vacancies internally or externally.

Section 5. The Handbook at Section 2 of the Paragraphs 5 and 6, entitled "Employee Appointment/Probation Periods" and "Promotion of Employees", respectively shall be revised to provide that all employees, with the exception of managerial exempt department heads, who are hired to fill a regular position shall serve a 12-month probationary period. All employees, with the exception of managerial exempt department heads, transferred or promoted, or demoted to a regular position shall serve a six-month probationary period.

Section 6. The Handbook at Section 3 Paragraph 5, entitled "Employee Performance Evaluation" shall be revised to state that evaluations shall be performed upon completion of a probationary period for newly hired, promoted and demoted employees with the exception of managerial exempt department heads.

Section 7. The Handbook at Section 3 Paragraph 7, entitled "Grievance Procedures" shall be revised to state that it is the policy of the Town of Lake Park to provide a uniform procedure to resolve grievances of employees with the exception of managerial exempt department heads, and employees with the exception of managerial exempt department heads may present a grievance and remain free from interference, restraint, coercion, discrimination or retaliation, or any loss of benefits or status.

Section 8. This Resolution shall become effective immediately upon adoption.

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

	AYE	NAY
MAYOR PAUL W. CASTRO	_____	_____
VICE-MAYOR ED DALY	_____	_____
COMMISSIONER G. CHUCK BALIUS	_____	_____
COMMISSIONER JEFF CAREY	_____	_____
COMMISSIONER PATRICIA OSTERMAN	_____	_____

The Mayor thereupon declared the foregoing Resolution No. *** duly passed and adopted this 7th day of March, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO
MAYOR

ATTEST:

Vivian Mendez
Town Clerk

(TOWN SEAL)

Approved as to form and legal
sufficiency:

By: _____
THOMAS J. BAIRD
TOWN ATTORNEY

TAB 14

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 7, 2007

Agenda Item No. *Tab 14*

- PUBLIC HEARING
 - Ordinance on Second Reading
 - Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

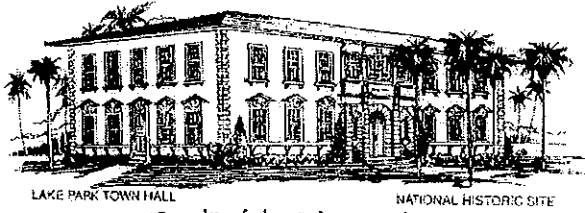
SUBJECT: A request by Pool Barrier, Inc. ("Applicant") for: (1) approval of a special exception for a storage/warehouse use; and (2) approval of a site plan to allow the construction of a 2,600 square foot storage/warehouse building for the real property consisting of .48 acres located at 1313 S. Killian Drive in the C-4 zoning district ("property" or "site").

RECOMMENDED MOTION/ACTION: *Approval of special exception and site plan*

Approved by Town Manager *[Signature]* Date: *3/1/07*

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments: Staff Report Site Plan
Department Review: <input checked="" type="checkbox"/> City 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 _____
Advertised: 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 Site is located west of Old Dixie Highway at 1313 S. Killian Drive. The Applicant is requesting permission to construct a 2,600 square foot building to provide storage warehouse space as a special exception permitted use. A variance for the west property line to reduce the required 12 ft side yard setback to 2 ft was granted by the Planning and Zoning Board on February 5, 2007. The request meets all applicable code requirements for traffic, landscaping, drainage, zoning, parking and signage.



"Jewel" of the Palm Beaches

**TOWN LAKE OF PARK
TOWN COMMISSION**
Meeting Date: March 7, 2007
Date Prepared: February 7, 2007

**REQUESTS FOR SPECIAL EXCEPTION APPROVAL, AND SITE PLAN
AMENDMENT BY APPLICANT, POOL BARRIER, INC.**

APPLICANT'S REQUEST: A request by Pool Barrier, Inc. ("Applicant") for: (1) approval of a special exception for a storage/warehouse use; and (2) approval of a site plan to allow the construction of a 2,600 square foot storage/warehouse building for the real property consisting of .48 acres located at 1313 S. Killian Drive in the C-4 zoning district ("property" or "site").

Note: At their February 5, 2007 meeting, the Planning and Zoning Board voted 5-0 to approve a variance to allow a reduction in the side set back requirements of Section 78-74(5) from 12 feet to 2 feet for the west property line.

SPECIAL EXCEPTION

The Planning and Zoning Board voted 5-0 to recommend the **Approval** of the request for a special exception for a storage/warehouse use.

SITE PLAN

The Planning and Zoning Board voted 5-0 to recommend **Approval** of the site plan subject to the conditions of approval set forth herein.

BACKGROUND:

Applicant(s):	Pool Barrier, Inc.
Owner(s):	1313 Group, Inc.
Address/Location:	1313 S Killian Drive, Lake Park, FL 33403
Net Acreage:	.48 acres
Legal Description:	See Application
Existing Zoning:	C-4 Business District
Future Land Use:	Commercial

Adjacent Zoning

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

West: C-4

Adjacent Existing Land Uses

North: Mixed Use & Dry Cleaning
South: Mixed Use & Storage
East: Storage & Construction
West: Mixed Use & Storage

I. SPECIAL EXCEPTION

The Town Commission may permit special exception uses in the C-4 zoning district provided the Town Commission determines that the proposed use meets the special exception zoning criteria established in this chapter and is consistent with the goals, objectives and policies of the Town's Comprehensive Plan. In order to ensure that the special exception use is consistent with and implements good zoning practices and the goals, objectives and policies of the Town's Comprehensive Plan. The Town Commission may impose conditions upon the approval of a special exception use, including, but not limited to, conditions which require an applicant to exceed standards which have been adopted pursuant to the Town's land development regulations.

(4) *Other uses.* Other uses of the same general character as those listed above deemed appropriate by the Town Commission on an individual basis, after having received a recommendation from the Planning and Zoning Board and appropriate Town staff, and as per subsection (3) of this section shall be so determined after a public hearing is held. The proposed development is consistent with the overall intent of the goals, objectives and policies of the Town's Comprehensive Plan. The following policies indicate the consistency between the Comprehensive Plan and the proposed Project:

Future Land Use Element

Objective 1: Future growth and development shall be managed through the preparation, adoption, implementation and enforcement of land regulations which: ... (3) encourage redevelopment, renewal or renovation, where and when necessary; and (4) discourage the proliferation of urban sprawl.

The Applicant is proposing to build a 2,600 SF storage warehouse building which is permitted as a special exception use in the C-4 district.

Policy 1.4: 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.
- f. Adequate off-street parking and loading facilities shall be provided.

The storage warehouse is proposed for a site within a Commercial Zoning District. It is therefore consistent with the policy. Due the nature of the use, it also does not require any additional parking spaces.

Objective 2 Policy 2.1: The developer /owner of any site shall be responsible for the on-site management of storm water runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed those prescribed by the South Florida Water Management District.

The Application is consistent with the Policy. The Application has been reviewed by the Town Engineer, and is found to be acceptable with the District storm water run-off requirements.

Objective 3. All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet level of service standards are available concurrent with the impacts of the development.

The Application is consistent with the Policy. The appropriate sign offs have been obtained and are included in the Application packet.

6.0 Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

6.62 Objective 1. The Town shall ensure through the land development approval process that, at the time a building permit is issued adequate public facility capacity is available or will be available at the time of occupancy.

The Applicant has provided the necessary Paving and Drainage Plans to satisfy the requirement.

8.0 Conservation

Objective 1: Protect air quality within the Town of Lake Park

Policy 1.1: Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activities shall be undertaken within 30 days of completion of clearing work.

The Application will be consistent with the Policy as provided that the issuance of a building permit is conditioned on the requirement that the developer take appropriate necessary actions to minimize airborne dust and particulate emission on the site.

Objective 3: Conserve potable water supplies

The Application is consistent with the objective. Florida Building Code specifies water conservation fixtures which will be implemented on the site.

Analysis of Criteria and Findings for Special Exception

The Code of Ordinances provides for the following process for a special exception approval:

Sec. 78-184. Criteria for special exception.

(a) A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

(1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

The use is existing and is very similar to other uses in the area. This is a commercial use in a commercial area. Surrounding businesses include a Grading Co., Welding Co., Roofing Co., Marble Fabricator, Tire Co., Auto Repair, Construction, Offices, Cabinetry Co., Self Storage units, Auto/Marine Tops, Car storage lot, etc.

(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

The Code provides for similar uses in this area as long as they are consistent with other uses. This is an industrial/commercial use that is similar to other industrial uses permitted in this area e.g. Boats, sales, service and storage are specified as uses that requires a special exception.

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

The business will operate during the day as a secondary use to the principal building, and will have minimal, if no traffic generation, and is to be located in a space that is the same size as other uses in the area.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

There are uses of this type in the area, but it is not deemed detrimental.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

There is no substantial competent evidence that this use will have a detrimental impact on surrounding properties. The use has no additional employees and will be solely used for storage.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.
- b. Does not adversely affect property values in adjacent areas.
- c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

There is no substantial competent evidence that this use will reduce light, adversely affect property values, deter redevelopment, or impact any natural systems. Since this is located as an addition to an office/warehouse facility e. above is not applicable.

Applicant's Response to Special Exception Criteria. Please see the attached justification statement to the special exception criteria as provided by the Applicant.

II. SITE PLAN

PROJECT DETAILS:

The Applicant is requesting permission to:

- Construct a 2,600 square foot building to provide storage warehouse space as a special exception permitted use.
- Building Site: The Applicant proposes to construct a 2,600 sf building to provide necessary storage warehouse space. A variance for the west

property line to reduce the required 12 ft side yard setback to 2 ft was granted by the Planning and Zoning Board on February 5, 2007.

Site Access: The Site is located west of Old Dixie Highway at 1313 S. Killian Drive.

Traffic: A traffic report is not required for this project and the use will not create any additional traffic.

Landscaping: A Landscaping plan has been provided, which includes: landscaping for Vehicular use areas; Building foundations excluding rear areas not visible by a public road right-of-way or not generally traveled by the public or visible from adjacent structures; Right-of-way entry lanes. Parking areas also contain the necessary landscaping. Landscaping between islands is not less than five feet wide as per Code (6 foot width provided). The vehicular area also has an existing hedge as required by Code. The electrical area at the back of the building is also protected by perimeter landscaping. Landscaping is deemed to be sufficient.

Drainage: The Applicant has provided conceptual engineering drainage drawings to the Town, and has been notified that prior to the issuance of a building permit, the Applicant must provide copies of all required agency permits, including, but not limited to, permits from the South Florida Water Management District. The Town's Engineer has reviewed all engineering plans together with all Town Code and Florida Building Code requirements and has approved these plans.

Parking: The new building will reduce the parking from 23 spaces to 21 spaces. This is still deemed to be sufficient.

Signage: New signage has not been proposed.

Zoning: A special exception approval will be consistent with the requirements of the C-4 Zoning District requirements of the Town Code. In addition, the proposed land use is consistent with the Comprehensive Plan.

STAFF AND PLANNING & ZONING BOARD RECOMMENDATIONS:

1. **APPROVAL of the SPECIAL EXCEPTION for the 2,600 square foot storage/warehouse use.**

2. APPROVAL of the SITE PLAN for the addition of the 2,600 square foot storage/warehouse building, subject to the following conditions of approval:

CONDITIONS OF SITE PLAN APPROVAL:

1. Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless otherwise approved by the Community Development Director.
2. Any construction work, excavation or other activity which may result in the disturbance of the public right of way along S. Killian Drive shall require review and written approval of the proposed activity from the Public Works Director prior to any action being undertaken.
3. Any activity which may result in the interference with or disruption to, the ingress and egress areas to the property and/or the parking areas shall require prior written approval by the Community Development Director.
4. Any disruption beyond the boundaries of the site shall require the contractor to employ commonly accepted practices that ensures the safety and well being of the general public.
5. All landscaping shall be properly maintained. The Applicant shall provide a one year replacement warranty for all new landscape materials from time of issuance of the Certificate of Occupancy. Any plant materials that are replaced during the initial warranty period shall be subject to an additional one year warranty. It shall be the responsibility of the property owner to replace any and all dead or dying landscape material and it shall be a violation of the site plan approval if the Applicant fails to maintain the landscaping required as part of the site plan approval. In such event, the Applicant, Owner and/or tenant shall be subject to code enforcement proceedings for failure to comply with this condition of the site plan approval.
6. Safe and adequate pedestrian passage in front of the construction site along S. Killian Drive will be maintained at all times.
7. The contractor should use commonly accepted practices to reduce airborne dust and particulates during the construction phase.
8. All dumpsters (if any) shall be enclosed as should be noted on the site plan and enclosure doors kept shut at all times.
9. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on site are in accordance with the plans approved by the Town Commission.
10. Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of

Florida Department of Environmental Protection shall be provided to the Community Development Director.

11. The storage warehouse facility shall be constructed in compliance with the following plans on file with the Town's Community Development Department or authorized revisions as noted in condition 12 below:
 - a. Site Plan & Architectural Elevations referenced as sheet SP-1, SP-2 and C6, dated 02-12-07 respectively, prepared by Four Jays Consulting, Inc. who is the Architect and Engineer of record for the Project, received and dated by the Department of Community Development on 02-13-07.
 - b. Engineering Plans, referenced as sheets C2, C3, C4, and C5 dated 02-12-07 prepared by Four Jays Consulting, Inc., received and dated by the Department of Community Development on 02-13-07.
 - c. Landscape plans referenced as sheets SP-3 prepared by Four Jays Consulting, Inc., who is the Landscape Architect of record received and dated by the Department of Community Development on 02-13-07.
12. Any revisions to the site plan, landscape plan, architectural elevations, signs, statement of use, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval, unless the Town Code requires Town Commission approval.

IMPORTANT: The Applicant, Owner, and/or authorized agent shall initiate the bona fide and continuous development of the property within 18 months from the effective date of development approval. Such development shall be completed within 18 months from the effective date of initiation of development as defined in Section 67-42 of the Town Code unless there is a grant of extension as otherwise provided for in the Town of Lake Park Code of Ordinances See Town Code Section 67-42 Expiration of development approvals.

RESOLUTION NO. 16-03-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION FOR A 2,600 SQUARE FOOT STORAGE/WAREHOUSE USE AND A SITE PLAN FOR A 2,600 SQUARE FOOT STORAGE/WAREHOUSE BUILDING, SUBJECT TO CONDITIONS OF SITE PLAN APPROVAL, TO BE LOCATED ON .48 ACRES OF PROPERTY, OWNED BY 1313 GROUP AND LOCATED AT 1313 SOUTH KILLIAN DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 1313 Group (d/b/a Pool Barrier Inc.), is the owner (“Owner” or “Applicant”) of certain real property consisting of .48 acres located at 1313 S. Killian Drive (“property” or “site”), in the C-4 zoning district within the Town of Lake Park (“Town”); and

WHEREAS, the Owner has filed an application for approval of a site plan for the construction of a 2,600 square foot storage/warehouse building and a special exception for a storage/warehouse use (the “Application”); on the property; and

WHEREAS, the property’s legal description is contained in **Exhibit “A”** and its general location is shown on **Exhibit “B”** both of which are attached hereto and incorporated herein; and

WHEREAS, the Town’s Planning and Zoning Board has reviewed the Application and has made its recommendation to the Town Commission; and

WHEREAS, the Town Commission has considered the evidence at a duly noticed quasi-judicial hearing on the Application, presented by Town Staff, the Owner and other interested parties and members of the public, regarding the Application’s consistency with the Town’s Comprehensive Plan, whether the special exception use meets the criteria set forth in Town Code Section 78-184, and whether the site plan and special exception request meet the Town’s Land Development Regulations, and

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

WHEREAS, the Owner, its successors and assigns shall be subject to the conditions contained in Section 2.

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 special exception request for a 2,600 storage/warehouse use and the site plan for a 2,600 storage/warehouse building, including but not limited to, the architectural elevations and engineering design for the property as submitted to the Town, subject to the following conditions of site plan approval:

CONDITIONS OF SITE PLAN APPROVAL:

1. Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless otherwise approved by the Community Development Director.
2. Any construction work, excavation or other activity which may result in the disturbance of the public right of way along S. Killian Drive shall require review and written approval of the proposed activity from the Public Works Director prior to any action being undertaken.
3. Any activity which may result in the interference with or disruption to, the ingress and egress areas to the property and/or the parking areas shall require prior written approval by the Community Development Director.
4. Any disruption beyond the boundaries of the site shall require the contractor to employ commonly accepted practices that ensures the safety and well being of the general public.
5. All landscaping shall be properly maintained. The Owner shall provide a one year replacement warranty for all new landscape materials from time of issuance of the Certificate of Occupancy. Any plant materials that are replaced during the initial warranty period shall be subject to an additional one year warranty. It shall be the responsibility of the property owner to replace any and all dead or dying landscape

- material and it shall be a violation of the site plan approval if the Owner fails to maintain the landscaping required as part of the site plan approval. In such event, the Owner and/or tenant shall be subject to code enforcement proceedings for failure to comply with this condition of the site plan approval.
6. Safe and adequate pedestrian passage in front of the construction site along S. Killian Drive will be maintained at all times.
 7. The contractor should use commonly accepted practices to reduce airborne dust and particulates during the construction phase.
 8. All dumpsters (if any) shall be enclosed as should be noted on the site plan and enclosure doors kept shut at all times.
 9. Prior to issuance of the Certificate of Occupancy, the Owner shall provide certification from the Landscape Architect of record that the plant installations on site are in accordance with the plans approved by the Town Commission.
 10. Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection shall be provided to the Community Development Director.
 11. The storage warehouse facility shall be constructed in compliance with the following plans on file with the Town's Community Development Department or authorized revisions as noted in Condition 12 below:
 - a. Site Plan & Architectural Elevations referenced as sheet SP-1, SP-2 and A3, dated 01-17-07 and 01-29-07 respectively, prepared by Four Jays Consulting, Inc. who is the Architect and Engineer of record for the Project, received and dated by the Department of Community Development on 01-18-07.
 - b. Engineering Plans, referenced as sheets C-2 and C-8 dated 01/11/07 prepared by Four Jays Consulting, Inc., received and dated by the Department of Community Development on 01-18-07.
 - c. Landscape plans referenced as sheets SP-3 prepared by Four Jays Consulting, Inc., who is the Landscape Architect of record received and dated by the Department of Community Development on 01-18-07.
 12. Any revisions to the site plan, landscape plan, architectural elevations, signs, statement of use, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval, unless the Town Code requires Town Commission approval.

Section 3: This Resolution shall become effective upon adoption.

TAB 15

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

Meeting Date: March 7, 2007

Agenda Item No. *Tab 15*

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

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Renovation of Lake Shore Park

RECOMMENDED MOTION/ACTION: Move to approve the renovation of Lake Shore Park utilizing fund reserves in an amount not to exceed \$280,000

Approved by Town Manager *H. Davis* Date: *3/2/07*

Name/Title	Date of Actual Submittal	
Originating Department:	Costs: \$ \$280,000 Funding Source: Reserves Acct. #	Attachments:
Department Review: <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 type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: 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 is proposing to renovate Lake Shore Park utilizing reserve funds. A description of the scope of work is attached and will be presented via a power point presentation during the meeting of March 7, 2007.