



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 19, 2007,
Immediately following the
Special Call CRA Board Meeting,
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. **PRESENTATION:**

- **Florida Chapter of the American Planning Association's (FAPA) Position on the Home Town Democracy Initiative Presented by Kim Castro**

G. **PUBLIC and OTHER COMMENT**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers

may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

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

For Approval:

1. Regular Commission Meeting Minutes of November 7, 2007 Tab 1
2. Regular Commission Meeting Minutes of November 28, 2007 Tab 2
3. Regular Commission Meeting Minutes of December 5, 2007 Tab 3
4. Resolution 83-11-07 Marina Timber Mooring Piling Bid Award Tab 4
5. Award Contract for Replacement of Selected Sidewalk Slabs to S&F
Construction Utilizing Palm Beach County School Board Bid #03C-75A for a
Total Cost of \$19,756.25 Tab 5
6. Notification of Emergency Purchase Order to Construct a Plywood and Carpet
Covering for the Brick Paver Walkway Adjacent to the Seawall at the Marina
Tab 6
7. Resolution No. 93-12-07 Community Development Block Grant (CDBG) for
Alleyway Project Tab 7

J. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

8. ORDINANCE NO. 30-2007 Amending Chapter 30 to Add Additional Parking Prohibitions and Regulations to be Consistent with State Uniform Traffic Control Law

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 30, ENTITLED "TRAFFIC AND MOTOR VEHICLES", ARTICLE I, "IN GENERAL", SECTION 30-2 ENTITLED "PROHIBITED PARKING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 8

ORDINANCE ON FIRST READING:

**9. ORDINANCE NO. 31-2007 Twiggs Learning Tree Child Care Property
PROPOSED SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE FUTURE LAND USE MAP ("FLUM") OF THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE PARK, FLORIDA TO CHANGE THE FUTURE LAND USE DESIGNATION OF A 1.384 ACRE**

PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 10TH STREET AND SILVER BEACH ROAD WITHIN THE TOWN OF LAKE PARK FROM “RESIDENTIAL MEDIUM DENSITY” TO “COMMERCIAL”; PROVIDING DIRECTIONS TO THE TOWN CLERK FOR THE TRANSMITTAL OF THE AMENDMENT TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND OTHER PARTIES PURSUANT TO SECTION 163.3184(3), FLA. STAT. (2007); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 9

10. ORDINANCE NO. 32-2007 Text Change in the C1 District for Instructional Studio’s

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 ENTITLED “DEFINITIONS” TO ADD THE DEFINITION OF “INSTRUCTIONAL STUDIO”; AMENDING ARTICLE III, SECTION 78-71 ENTITLED “C-1 BUSINESS DISTRICTS” TO ALLOW INSTRUCTIONAL STUDIOS AS A PERMITTED LAND USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 10

**K. RESOLUTION(S):
QUASI-JUDICIAL:**

11. RESOLUTION NO. 92-12-07 Lake Park Business Center

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN FOR A 123,100 SQUARE FOOT OFFICE/WAREHOUSE BUSINESS PARK, CONSISTING OF 24,620 SQUARE FEET OF OFFICE SPACE AND 98,400 SQUARE FEET OF WAREHOUSE SPACE, ON 10.55± ACRES AT 1100 OLD DIXIE HIGHWAY, AND GENERALLY LOCATED WEST OF OLD DIXIE HIGHWAY BETWEEN GATEWAY ROAD AND WATERTOWER ROAD IN THE TOWN OF LAKE PARK, FLORIDA, AND WHICH IS LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 11

12. RESOLUTION NO. 94-12-07 Kohl’s Department Store

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN FOR A 98,165 SQUARE FOOT RETAIL DEPARTMENT STORE GENERALLY LOCATED ON 10.94± ACRES AT THE NORTHEAST CORNER OF CONGRESS AVENUE AND WATERTOWER ROAD IN THE TOWN OF LAKE PARK, FLORIDA, AND WHICH IS LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 12

13. RESOLUTION NO. 95-12-07 Special Exception – Westpoint Industries, Inc.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING THE APPLICATION OF WESTPOINT INDUSTRIES, INC., FOR A SPECIAL EXCEPTION FOR A 8,325 SQUARE FOOT

MACHINERY, SALES AND MANUFACTURING USE, LOCATED IN UNITS 101, 105, 108, AND 109 AT 1300 OLD DIXIE HIGHWAY IN THE C-4 COMMERCIAL ZONING DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE. Tab 13

L. DISCUSSION AND POSSIBLE ACTION:

14. Establishing a Storm Water Utility Tab 14

15. Place a Referendum Question on the March 2008 Ballot to Finance the Downtown Alleyway Improvements Project Utilizing Tax Increment Financing (TIF) Funds for Debt Service Tab 15

16. Place a Referendum Question on the March 2008 Ballot to Abolish the Merit System in the Town's Charter Tab 16

M. ADJOURNMENT:

Presentation

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

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <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"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

<input type="checkbox"/> CONSENT AGENDA |
|--|---|
- [X] Other: Presentation**

SUBJECT: Presentation of the Florida Chapter of the American Planning Association's (FAPA) position on the Home Town Democracy initiative

RECOMMENDED MOTION/ACTION:

Approved by Town Manager W. Davis Date: 12/3/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town 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: Kim Glas-Castro president elect of the Florida planning association FAPA will be presenting the association's position on the Home Town Democracy initiative. The initiative is proposing a constitutional amendment that would require any changes to a community's comprehensive plan to be put to a local referendum. FAPA is not in favor of this amendment and has produced a white paper in opposition to the initiative which will be presented to you tonight.

Consent Agenda

TAB 1



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
November 7, 2007 7:30 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, November 7, 2007 at 7:30 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.
Commissioner Osterman 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 Osterman made the second.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Dave Kouns 3950 Wilshire St. Elmwood Estates – stated that Palm Beach County was changing the zoning from residential to commercial at Roan Lane off of Northlake Blvd. The area was considered unincorporated Lake Park. He stated that there was a proposal to build a four story extended hotel. He requested input from the Commission on the matter.

Mayor Castro stated that the Commission could not give input or help because the property was not in the Town of Lake Park’s jurisdiction.

Mr. Kouns thanked the Commission for their time.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor Castro

None

Commissioner Osterman announced that the Safety Fair which is sponsored by the Sheriff's Department would be taking place on Saturday, November 10, 2007 at 10 a.m. at Kelsey Park. She stated that the Sheriff's Department would be providing bicycle helmets. She described other events that would take place and stated that it would be a great time out for families.

She stated that she received an e-mail from a resident that gave suggestions for building practices geared toward Green. She recommended that staff look into it.

Vice-Mayor Daly requested an update on the status of repairs at the Marina. He recommended that the Commission have further discussion on the matter before making any more decisions.

Mayor Castro recommended discussions about the Marina repairs be private because of the possibility of litigation.

Town Attorney Thomas Baird stated that if discussion on the Marina were private he would request an attorney client session in order to do so.

Commissioner Balius announced an Auto Show and Veteran's Day Ceremony that would be taking place on November 11, 2007 at Kelsey Park.

He welcomed new audience members who were there for the Commission Meeting.

Commissioner Carey

None

Attorney Thomas Baird

None

Town Manager Maria Davis introduced Michael Pisano as the Town's new Marina Manager. She congratulated Town Clerk Vivian Mendez for being elected as Secretary of the Palm Beach County Municipal Clerk's Association.

She stated that the Lake Shore Park seawall landscaping was complete. Two days after the completion there was a storm that damaged the new landscaping of the park as well as the landscaping at the Marina. She stated that she believed that the landscaping would be restored.

She thanked Calvin, Giordano, & Associates for donating \$2,500 to cover the balance of the money required to replace the football equipment that had been stolen from the Town's Youth League.

She announced that Town Hall would be fumigated over the weekend of November 10th through the 12th. Town Hall would reopen on Tuesday, November 13th.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of October 3, 2007
2. Regular Commission Meeting Minutes of October 17, 2007
3. Legal Consulting Services to Complete Re-writing the Employee Handbook and to Provide Employee Training
4. Award External Auditing Services Contract
5. Resolution No. 82-11-07 Authorize Mayor to Renew and Execute a Contract
6. Resolution No. 84-11-07 Authorize the Mayor to Sign the Extension of the Marina Dredging Grant
7. Request Authorization to Utilized Various Funds to Assist in Refurbishing Ilex Park
8. Resolution No. 86-11-07 Add the Position of Accountant/Business Tax Coordinator and Job Description to the Town Classification and Pay Plan
9. Resolution No. 87-11-07 Authorizing and Directing the Mayor to Execute the Access Channel services and Support Agreement with Telvue Corp., Amendment and Addendum to Agreement

Public Comment Open.

None

Public Comment Closed.

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

Vote on Motion:

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

Motion passed 5-0.

General Approval of Item

Presentation of Master Plan and Award of Landscaping and Irrigation Services to Chris Wayne and Associates, Inc. to Refurbish Ilex Park

Town Manager Maria Davis stated that the Commission received a miniature drawing of the master plan for Ilex Park. She explained the proposed changes to the park and recommended split rail fencing around the entire park because of vehicles parking on the grass.

Mayor Castro agreed with placing fencing around the entire park.

Town Manager Maria Davis recommended a pergola with vines for the park. She recommended implementing Phase I of the park which would include the installation of irrigation.

Mayor Castro requested that the sign at Ilex Park be refurbished.

Town Manager Maria Davis stated that the sign had already been refurbished.

Mayor Castro asked for the cost of Phase I.

Town Manager Maria Davis stated that the total cost for the refurbishment of Ilex Park would be \$165,000. Phase I would cost \$17,850.

Commissioner Carey asked if sod would grow under the large tree at Ilex Park.

Town Manager Maria Davis stated that they would not place sod under the large tree at Ilex Park because it would not grow. She stated that they would be placing mulch under the tree and plant wart fern under the tree.

Motion: A motion was made by Commissioner Balius to approve Phase I of the refurbishment of Ilex Park; 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.

Discussion and Possible Action

Future Land Use Map Density

Community Development Director Patrick Sullivan gave a Power Point presentation (see Exhibit "A") on the Future Land Use Map Density. He explained that changes needed to be made to the current Future Land Use Map of the Town.

Mayor Castro recommended a Public Meeting to hear the recommendations from the Planning & Zoning Board on changes to the Future Land Use Map.

Community Development Director Patrick Sullivan stated that there would be a Public Hearing once the Commission set up a presentation for the Public.

Mayor Castro did not agree and gave examples of why. He stated that he wanted to hear from the Public before deciding on any proposed changes.

Commissioner Osterman stated that the Commission could discuss the direction they would like to take with the Future Land Use Map and then present their recommendations to the Public.

Discussion ensued between the Commissioners regarding the direction to take with the Future Land Use Map Density.

Town Manager Maria Davis asked if the Commission would like to schedule a Workshop.

Discussion ensued between the Commissioners regarding the scheduling of a Workshop to discuss the Future Land Use Map.

Mayor Castro asked Community Development Director Patrick Sullivan how many variances came before the Commission last year.

Community Development Director Patrick Sullivan stated that approximately five variances came before the Commission last year.

Commissioner Osterman stated that if the Town had a more futuristic plan it would generate more interest from developers.

Vice-Mayor Daly recommended that the Commission begin discussing the options for the Future Land Use Map before calling the Public Hearing.

Mayor Castro directed Community Development Director Patrick Sullivan to give his presentation on the Future Land Use Map.

Community Development Director Patrick Sullivan gave his presentation (see Exhibit "A") regarding the Future Land Use Map. He explained that zoning limits land use and he wanted to discuss the underlying piece as being commercial or residential. All issues regarding height, setbacks, landscaping, traffic impacts and individual uses could be addressed with zoning. He showed a map of the Town's current Future Land Use Map and explained it to the Commission. He showed a map of the proposed commercial industrial area. He recommended combining two sections that were strictly commercial with the light industrial areas. He explained that the County Scrub Area would be moved to Conservation. He asked the Commission if they would consider moving the two commercial areas to the light industrial area.

Mayor Castro stated that he would not have a problem with moving the two commercial areas to light industrial as long as property owners were notified.

Community Development Director Patrick Sullivan showed a map of the Town's existing commercial area and stated that there was no specified density in the area. He stated that the other areas that needed to be considered were areas along the Town's arterials, and whether or not they needed to be widened. He noted that lots along Northlake Blvd. were 150 feet deep and they produce strip development. The lots were not wide enough to encourage any other type of development. He asked the Commission if they would consider increasing the lot width in the

corridor so that different types of development could occur there.

Mayor Castro stated that he did not support widening the corridor along Northlake Boulevard for more commercial property. He did not want to see commercial property across the street from single family dwellings.

Commissioner Osterman recommended looking at the possibility of increasing space. She stated that she agreed with looking at alternatives to be able to support the Town's growth in future years. She stated that she saw potential for growth on U.S. Highway One, but not on Northlake Blvd.

Mayor Castro stated that he did not want to see five story buildings from his home.

Discussion ensued between the Commissioners regarding the development of U.S. Highway One.

Community Development Director Patrick Sullivan showed a map that included Park Ave and asked the Commission if they would consider allowing residential above commercial within the Park Avenue Downtown District.

Mayor Castro stated that Park Avenue and U.S. Highway One were never intended to be high rise commercial developments.

Discussion ensued between the Commissioners and Community Development Director Patrick Sullivan regarding land use of Park Ave. and U.S. Highway One.

Community Development Director Patrick Sullivan showed a map which included 10th St. He recommended changing the area to commercial.

Mayor Castro stated that the area along 10th St. was changed to residential several years ago at the request of the Town and the residents.

Discussion ensued between the Commissioners and Community Development Director Patrick Sullivan regarding the types of businesses located within the Park Avenue Downtown District and 10th St.

Community Development Director Patrick Sullivan explained the redevelopment possibilities for the areas along 10th St. over the next 10 years.

Commissioner Osterman asked about mixed use along the U.S. Highway One corridor.

Community Development Director Patrick Sullivan stated that his opinion was that the U.S. Highway corridor should remain solely commercial.

Discussion ensued between Community Development Director Patrick Sullivan and the Commissioners regarding past developments in the areas along 10th St.

Community Development Director Patrick Sullivan recommended that Advanced Auto be taken out of the Park Avenue Downtown District and be changed to commercial. He recommended

that the entire 10th St. area be changed to commercial and not allow mixed use.

Vice-Mayor Daly asked if mixed use areas had a better chance of upkeep due to the residential buildings.

Commissioner Osterman asked why Community Development Director Patrick Sullivan was recommending that 10th St. be changed to solely commercial.

Community Development Director Patrick Sullivan explained that the area was near the railroad tracks and light industrial. The area is hard commercial and would not be a good market for housing.

Vice-Mayor Daly stated that the Town of Lake Park was very small and he would like to see something different than strictly commercial areas. He stated that he was in favor of mixed use.

Community Development Director Patrick Sullivan showed a map of the area along Lake Shore Dr. He recommended combining units along Lake Shore Dr. to allow a mixed use district. He suggested a much higher density with at least 30 dwelling units per acre.

Discussion ensued between the Commissioners regarding density in the Town of Lake Park and other municipalities.

Mayor Castro asked Community Development Director Patrick Sullivan what the legal requirements were to notify property owners of rezoning.

Community Development Director Patrick Sullivan stated that the Town's Ordinance requires property owners within 300 feet of the rezoned property to be notified.

Attorney Thomas Baird stated that state law requires two notices to be published in the newspaper.

Discussion ensued between the Commissioners regarding future changes and development of Lake Park.

Community Development Director Patrick Sullivan presented a map which showed a compilation of the Town's public lands and discussed the map with the Commissioners. He then discussed a map of the single family residential area in the Town.

Commissioner Osterman asked if there was any interest in widening Silver Beach Road and changing it to commercial.

Commissioner Balius stated that there had been discussion on changing the north side of Silver Beach Road to commercial use only or building a townhome development.

Community Development Director Patrick Sullivan explained condo density and recommended raising the condo density to 40 units per acre to legitimize what is currently there. He explained that it was currently 40 units per acre. He stated that the units were currently non-compliant and were in jeopardy of losing density should they be destroyed by fire or storm.

Commissioner Osterman stated that she would like to see higher density in the multi-family area along the lake.

Community Development Director Patrick Sullivan stated that there was currently high density in the area along the lake. It was currently 15 to 16 units per acre.

Commissioner Osterman recommended raising the density to at least 20 units per acre.

Community Development Director Patrick Sullivan pointed out an area of Silver Beach Rd. that was currently zoned to allow 3 to 4 units on ¼ acre lots. He stated that it would overbuild the lots and there would not be enough parking. He recommended legitimizing what was currently there and allowing 8.7 units per acre which would allow the duplexes to remain but keep them from changing to triplexes and combining lots. He explained the old density of the Town and compared it to the proposed density.

Community Development Director Patrick Sullivan showed maps of possible future land acquisition and annexation.

Discussion ensued between the Commissioners regarding land for possible acquisition or annexation.

Community Development Director Patrick Sullivan concluded his presentation of the Future Land Use Map. He stated that he was ready to bring the presentation before the public and it would need to be done soon because of a February deadline for transmitting the map to DCA.

Discussion ensued between the Commissioners regarding the scheduling of a public meeting to review the Future Land Use Map with the citizens.

Community Development Director Patrick Sullivan recommended that the Public Meeting take place in December.

The Commission came to consensus to schedule a Public Meeting to discuss the Future Land Use Map on December 12, 2007 at 7:30 p.m.

Mayor Castro thanked Community Development Director Patrick Sullivan and stated that he gave a good presentation.

Employee Leave Accrual Policy

Town Manager Maria Davis explained that upon revising the Town Employee Handbook she, Human Resource Director Bambi McKibbon-Turner, and counsel had done a survey of other jurisdictions and their leave policies to determine how they administered their sick and leave time. She stated that she was stunned to see the difference between the Town of Lake Park's sick and leave policy and the other jurisdictions. She stated that the Town of Lake Park employees currently have 16 days per year. Every other jurisdiction was between 22 and 27 days per year.

Mayor Castro asked if the survey took into account cost of living and salaries.

Town Manager Maria Davis stated that she did not review the cost of living. She stated that the salaries were now on par. They were very under par in the past.

Mayor Castro recommended waiting until January to make a decision on the Employee Leave Accrual Policy. He explained that the Town had decided to not take the rate recommended by the Florida Legislature. He stated that he was not ready to make any more financial commitments from the Town.

Town Manager Maria Davis stated that she would not have presented a proposal to change the Employee Leave Accrual Policy if it would cost additional money to the Town.

Commissioner Osterman recommended a minimum of 20 days of leave time for Town employees. She stated that she would rather give 22 days.

Town Manager Maria Davis stated that staff was recommending 22 days of leave time for Town employees.

Motion: A motion was made by Commissioner Balius to change the Employee Leave Time from 16 days to 22 days; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 5-0.

Discussion with Richard Ahrens regarding issues with One Park Place and Villa Liana

Community Development Director Patrick Sullivan stated that there were issues with permits for One Park Place and Villa Liana. He explained and gave a brief history of the Villa Liana project. He stated that the permits were never pulled on the project. The project went far into the expiration period. He stated that it was up to the Commission to decide whether or not to give an extension on the permit. He stated that on the One Park Place project there was an issue of who would be responsible for permit fees. The original conditions stated that the building permit fee would be waived. The building permit fee was waived. Any permits that Ahrens Company pulled were waived. He stated that there was a question as to whether or not subcontractors permit fees should be waived as well.

Mayor Castro stated that he did not believe it was the intent to waive all of the subcontractors' fees.

Commissioner Osterman stated that upon reading the language in the contract, it was in her opinion that the Community Development Department has been very generous.

Mayor Castro asked Community Development Director Patrick Sullivan for clarification on the Alleyway Project.

Community Development Director Patrick Sullivan stated that he was not aware of the intent of the Alleyway Project since he was not employed with the Town at the time of the inception of the contract.

Richard Ahrens stated that he applied for a building permit and submitted drawings in March. He was awaiting a permit fee amount. He eventually received the amount and paid both the fire review fee and the permit fee. He then sent the drawings to the Fire Department on March 5th. He did not hear back from the Fire Department. He set up an appointment with Community Development Director Patrick Sullivan to get a status on the permit. Community Development Director Patrick Sullivan then handed a document that listed comments made by the Fire Department that was faxed to his office.

Mayor Castro stated that the condition was to obtain a permit not apply for a permit.

Mr. Ahrens explained and reminded the Commission that he told them in a previous meeting that the permit process would take longer than six months and the comment was made that if he had an issue in the permit process he could come back and request an extension. He stated that his checks were cashed by the Community Development Department therefore implying that the process was ongoing and he did not need an extension.

Mayor Castro stated that he still needed an extension. He stated that permit fees would have to be paid regardless of whether or not an extension would be needed.

Mr. Ahrens contested that if he was not able to move forward with the project that the Community Development Department should not have cashed his checks.

Mayor Castro stated that the project was not halted at the time of the cashing of the checks.

Mr. Ahrens explained that the permit had expired before April 19th which was the date of the checks. He stated that a large amount of money had been spent on the project and they have worked with Palm Beach County Commissioners Karen Marcus and Addie Green.

Mayor Castro asked Mr. Ahrens to explain what Palm Beach County Commissioners Karen Marcus and Addie Green's role was in the project.

Mr. Ahrens explained that Palm Beach County Commissioners Karen Marcus and Addie Green have helped them with the process for the Workforce Housing Program. He stated that the One Park Place Project fell within the Workforce Housing dollar value.

Mayor Castro asked Community Development Director Patrick Sullivan to explain why the checks were accepted by the Community Development Department once the permit was expired.

Community Development Director Patrick Sullivan explained that when Mr. Ahrens paid the fee, he did not realize that the permit had expired.

Mayor Castro asked Community Development Director Patrick Sullivan how much time had lapsed until he noticed that the permit had expired.

Community Development Director Patrick Sullivan stated that the Community Development Department did not recognize that the permit expired for two to three months. He explained that that there had been no activity on the project.

Mr. Ahrens explained that the project was stalled because the drawings were being held up at the Fire Department.

Mayor Castro asked Community Development Director Patrick Sullivan why the project was stalled for two to three months.

Community Development Director Patrick Sullivan stated that the project drawings and plans were at the Fire Department. The plans were being reviewed and comments were sent to the Community Development Department.

Diane Weibert of Palm Beach County Fire Rescue explained that when Mr. Ahrens brought the plans to the Fire Department on March 6th they did not have checks. The Fire Department explained to Mr. Ahrens the amount that he would owe. Two or three phone calls were made asking for payment. On April 19th the checks were brought in and she took them to the Fire Department. The Fire Department then did a critique that showed where the plans were deficient in the fire code. The critique was then faxed back to Mr. Ahrens.

Mayor Castro stated that the project had already expired when the application for permit was received. He asked why the application was accepted without payment.

Community Development Director Patrick Sullivan explained the architect had left the plans on the counter.

Diane Weibert explained that they had given the amounts of the permit fees to the architect and he told them that he would be back later in the day with payment.

Mr. Ahrens stated that he had a letter dated March 2nd that he wrote asking if the dollar amount of the permit fee could be confirmed. Once it was confirmed he had the checks delivered for payment. He stated that he did not have a copy of the fax that Mr. Sullivan received from the Fire Department. He stated that there was not a hard copy of the Fire Department's transmittal to his office.

Ms. Weibert stated that for economic reasons the Fire Department does not receive printouts for faxes that were received. A printout is made only when a fax is not received. She stated that the Fire Department sends a copy of the fax to the Town for their file.

Commissioner Osterman stated that a month and a half passed between Mr. Ahren's letter of March 2nd and the time of payment which was April 19th. She asked Mr. Ahren's for an explanation of the lapse of time.

Mr. Ahrens explained that he did not receive confirmation of the permit fee. He stated that he wrote in his letter that he did not know that the fee was for the Fire Department review of the permit.

Mayor Castro stated that a month and a half was a long time to wait before following up on confirmation of the permit fees.

Community Development Director Patrick Sullivan stated that he notified Mr. Ahrens that the permit fee was \$8,321 on March 6th.

Mr. Ahrens stated that amount was the building permit fee not the Fire Department review fee. He stated that he could not submit an application without the Fire Department review fee. He stated that the Town wanted to give him his check and the Fire Department wants to keep his check. He stated that he was moving diligently through the project.

Mayor Castro stated that the project has taken two years.

Mr. Ahrens explained that times have changed and it takes a long time to get things done.

Commissioner Balius asked Mr. Ahrens what he was requesting from the Commission.

Mr. Ahrens stated that the comments from the Fire Department did not mention a sprinkler system and he is now required to install a fire sprinkler system.

Commissioner Osterman asked Mr. Ahrens when he received the comments from the Fire Department.

Mr. Ahrens stated that he received the comments in September from Community Development Director Patrick Sullivan.

Commissioner Osterman asked if the project had been shuffled back and forth between partners.

Mr. Ahrens stated that the project was shuffled a long time ago and the issues had since been resolved.

Commissioner Osterman asked for proof of financing for the project and commitments for all units.

Mr. Ahrens stated that he had a copy of a letter from BB&T that he could provide to the Commission.

Ms. Toy S. Ahrens introduced herself and stated she had worked with Mr. Ken Burgess in obtaining grants for Workforce Housing. She explained that they have exercised due diligence and acted in good faith in moving forward with the project.

Mr. Ken Burgess explained that there was a commitment from two non-profit organizations. He stated that they were working with Northwest Realty in Riviera Beach and The Consortium from West Palm Beach.

Mayor Castro asked that the meeting get back on track and determine whether or not the permit is expired. The question was "Did the permit expire and did Mr. Ahrens make an attempt to request an extension in time?".

Discussion ensued between the Commissioners regarding what took place with the One Park Place permit application in the Community Development Department.

Commissioner Osterman asked for clarification as to why Mr. Ahrens did not follow up with the permit application within a 6 month period.

Mr. Ahrens explained that his office uses ticklers and it was not unusual for a project to be stalled at the Fire Department for three to five months. He stated that he does not follow up and call everyday but he does have ticklers on his projects.

Commissioner Carey stated that Mr. Ahrens should have come to the Commission in a reasonable period of time prior to the permit expiration.

Mr. Ahrens explained that he would have come to the Commission if he had been aware that there was a problem.

Ms. Ahrens explained her work on the project and that they have been trying to move forward with due diligence. She apologized for the delays on the project.

Commissioner Osterman asked how long the permit had been expired and what the status of the permit application was.

Mr. Ahrens explained that because of the fire sprinkler criteria the drawings had to be redone and resubmitted. He was anticipating that they would be done that week. There was also an issue with windows on the second floor and drawings needed to be resubmitted for those as well.

Commissioner Carey asked if it would take the Fire Department a couple of months to review the new drawings.

Ms. Weibert explained that once the Fire Department received the new drawings they would be done with their review in two weeks.

Mayor Castro stated that he was disappointed that it took six months to discover that the development review application was expired.

Discussion ensued between the Commissioners and Mr. Ahrens regarding the lapse in time between the permit expiration and his request for an extension.

Attorney Thomas Baird explained that the Resolution on the One Park Place Project had expired. He stated that the Resolution could be brought back and extended. He explained that as a matter of practicality if the project is not extended, Mr. Ahrens and Town Staff would have to go through the entire review process again.

Mayor Castro recommended that the Commission reconsider a Resolution as soon as possible to

grant an extension of time of approximately three months.

Mr. Ahrens requested that the Commission allow him to continue with the review process while the Resolution is being extended.

Motion: A motion was made by Commissioner Balius to bring back a new Resolution to amend the current Resolution on the One Park Place Project; 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.

Commissioner Balius asked for the Community Development Department to explain the policies and processes for permit applications.

Mayor Castro stated that the Community Development Department should have returned the plans that were dropped off on the counter to the architect.

Mr. Ahrens explained the issues with the Alleyway Project. He offered to contribute \$25,000 to the CRA but would like to be included in the construction.

Mayor Castro stated that the Alleyway Improvement Project would only benefit Mr. Ahren's One Park Place Project.

Mr. Ahrens stated that the Alleyway Improvement Project would benefit all developments within the CRA District. He asked if the Alleyway Improvement Project was being funded by CRA money.

Commissioner Osterman explained that there were issues with funding. She stated that chances of commencing the Alleyway Project were not good and the amount of money the CRA would put toward the project would not be anywhere near what the total project would cost.

Mr. Ahrens asked that when funds are received that the One Park Place Project be included in the Alleyway Improvement Project.

Commissioner Osterman asked what the agreement was with the property owners behind the One Park Place Project.

Commissioner Balius stated that a chain link fence was required behind the One Park Place Project because of utilities.

Mr. Ahrens referred to a statement in the One Park Place Project contract related obtaining grant money or funds for the Alleyway Project.

Attorney Thomas Baird clarified the statements made in the One Park Place Project contract related to grants and subsidies obtained for the Alleyway Improvement Project and any reimbursements made by the Town to the property owner.

Discussion ensued between the Commissioners and staff regarding waiving of building permit fees for the One Park Place Project.

Mr. Ahrens stated that the Building Department was requiring him to have a special inspector for the entire project including framing, electrical, and plumbing which is costing him more money than it would have been if he paid for the permit fees.

Discussion ensued between the Commissioners and Mr. Ahrens regarding permit fees and inspection fees.

Mr. Ahrens stated that since he paid for a building permit fee, inspections should be included in the fee.

Community Development Director Patrick Sullivan explained the process that was in place regarding inspections on large projects. He stated that the process was set up before he began his employment with the Town. He stated that it was a process that needed to be changed.

Mayor Castro asked Community Development Director Patrick Sullivan what inspections were included in Mr. Ahrens, permit for the One Park Place Project.

Community Development Director Patrick Sullivan stated that it was his understanding that there were no inspections included in the One Park Place Project because Mr. Ahrens' signed a form stating that he would hire private inspectors to do inspections on the project.

Mr. Ahrens' stated that under Florida Statute, a threshold building inspection is required for the structural side of a building. Non-Structural is not part of a threshold building. He stated that he signed the form for the threshold part of the building only.

Mayor Castro asked Mr. Ahrens why he was so unwilling to maintain the property that the Town owned and had given him the right to use drainage for his property

Mr. Ahrens stated that it was a mistake. The company they had under contract to maintain the property was not maintaining it. He stated that they were now maintaining it. He stated that there was a lot of trash being thrown over the wall from a condo development down the street. The trash blows onto his property. He stated that the people who were throwing the trash were not being cited.

Mayor Castro asked Mr. Ahrens why he was not willing to mow the One Park Place Project

property.

Mr. Ahrens stated that he never said that he was unwilling to mow the property and it has been mowed and maintained.

Discussion ensued between the Commissioners regarding the funding of the Alleyway Project.

Mayor Castro stated that there was confusion over who was supposed to fund the Alleyway Project. He stated that it was his understanding that it was Mr. Ahrens' responsibility to fund the Alleyway Project. He stated that the Town would try to help him with grants. It was also his understanding that all building permit fees were waived for this project and that it was a large amount of money.

Commissioner Balius asked what the amount of the building permit fees were.

Mr. Ahrens stated that it was a total of \$17,000.

Discussion ensued between the Commissioners regarding the provision of water from the Town to the Alleyway Improvement Project.

Community Development Director Patrick Sullivan asked if the Town was paying for all subcontractor permit fees for the One Park Place Project.

Mayor Castro stated that the Town would pay all permit fees related to the original building permit.

The Commission came to consensus to follow through with the original agreement of paying for all permit fees on the One Park Place Project and for those permits to include all inspections related to the construction of the project with the exception of the threshold.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Osterman, and by unanimous vote, the meeting adjourned at 10:12 p.m.

Mayor 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: December 19, 2007 Agenda Item No.

- | | |
|---|--|
| <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 November 28, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of November 28, 2007.

Approved by Town Manager *W. Davis* Date: *12/7/07*
 Deputy Clerk *Jessica Shepherd* *12/7/07*
Date of Actual Submittal

Originating Department: Town Clerk	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>JS</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 <u> x </u> _____ : Please initial one.

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
November 28, 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, November 28, 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.
Vice-Mayor Daly led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Item F2 under Presentation was removed.

Motion: A motion was made by Commissioner Osterman to approve the Agenda as modified; 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.

PRESENTATION

Palm Beach County Commissioner Karen Marcus – Bioscience Area

Commissioner Karen Marcus thanked the Commission for allowing her to give a status update on the Bioscience Committee and Overlay. She met the Governor at the Scripps facility where he was given a tour. The Governor was given a presentation by the new scientists that were hired at the facility. He was very impressed. She stated that the agreement for funding for Max Plunk to come to Scripps was a top priority for the Governor. She stated that partnership with the Town of Lake Park and the other cities for the Bioscience Corridor was important. She stated that she was excited about the industrial park in front of the Divosta property that was coming available for the Bioscience Overlay. She expressed her appreciation to the Town for their

participation.

Mayor Castro stated that the Town was proud of being a part of the Consortium and the Town was wholeheartedly in favor of being a part of the Bioscience Overlay. He stated that Vice-Mayor Daly was instrumental in the Town's participation and would attend most of the Bioscience meetings in his place since he was not able to attend all of the meetings. He stated that the Commissioners were disappointed with the reaction received over the Town's decision to use part of the Bioscience property to build a Kohls Department Store. He stated that he was concerned over the reaction of other municipalities over this decision. The Town of Lake Park is a small municipality and needed to take advantage of every opportunity to build its tax base. He stated that Scripps' priority was Jupiter and Palm Beach Gardens. All other municipalities would fall into place. He wanted to be sure that they would all be part of the same team and work together.

Commissioner Marcus stated that the Town of Lake Park was not required to come to the Bioscience Committee to inform them of their decision to use Bioscience property for a Kohls Department store. She had suggested that the Town inform the Committee of their decision as a courtesy. She stated that in the future they would give the press information differently. She indicated that the positive points should have been presented to the press. The article expressed that the Town was not keeping their part of the bargain. She explained that the Town was definitely upholding their part of the bargain.

Vice-Mayor Daly stated that he felt that the property that the Town set aside for the Bioscience Overlay would be quality property for Scripps. He had asked Commissioner Marcus to come to clarify and clear the air with regards to the issues between the Town and the Bioscience Committee.

Commissioner Marcus stated that the reason the Town of Lake Park was a good location was because some the Bioscience companies could not afford land in Palm Beach Gardens or Jupiter and they would want to start off in a lower priced community with a good quality of life for its employees.

Commissioner Balius asked about the status of the Congress Avenue Project.

Commissioner Marcus stated that the project was approved but it was in a state of flux. The alignment was done and they were ready to proceed.

Mayor Castro stated that the market had died on that project. He thanked all those who came in response to the Bioscience discussion.

City of Palm Beach Gardens Mayor Russo stated that the Commission should not sell their Town short. The Town of Lake Park has what Palm Beach Gardens does not have, affordable industrial land. He stated that he understood how the Town must struggle to increase its tax base. He stated that they understood why the Town needed Kohls, and that was why they supported the Town in that decision. He apologized for any strife that may have been created by his comments and he apologized for the City of Palm Beach Gardens. He was just concerned that the group had sufficient space to meet our obligation to Scripps.

Jupiter Councilman Bob Fieldman stated that they all must work together to accomplish the

Bioscience Overlay.

Councilman Levy pointed out the greatness of the Town of Lake Park. The Bioscience spinoff projects would bring great jobs to the area. He stated that he would support the Town in their decisions.

Commissioner Marcus thanked the Commission for their time.

PUBLIC and OTHER COMMENT

Bert Bostrum, 1451 Flagler Blvd. - invited the Commission and the Town to two soccer games to be played by four and five year olds on Friday night, November 30th. The games would start between 6:00 p.m. and 6:15 p.m. Awards will be given to all the players, and refreshments will be served. She stated that 102 children had signed up this year and 10 of their volunteers just completed their training as AYSO coaches. She stated that another coach clinic and referee clinic will be held in January, and at that point all of their volunteers will be certified as AYSO coaches.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey

None

Commissioner Balius stated that he was concerned that Riviera Beach had a curfew and the Town of Lake Park did not. He recommended that the Town consider creating a curfew.

Town Manager Maria Davis stated that she would research the Town's ordinances on curfews and she would discuss it with the Town Attorney.

Mayor Castro recommended that a discussion on curfews be placed as an item on a future Agenda.

Commissioner Osterman

None

Vice-Mayor Daly

None

Mayor Castro stated that he hoped everyone had a great Thanksgiving and asked everyone to be safe over the holidays.

Attorney Karen Roselli

None

Town Manager Maria Davis introduced Chuck Jerris as the Town's new Public Works Director. She reminded everyone that Saturday, December 1st was the Town's tree lighting ceremony at Lake Shore Park. The Northern Palm Beaches Boat Parade will commence at 6:00 p.m., Santa Claus will arrive at 6:25 p.m. and the tree lighting will take place at 6:45 p.m.

CONSENT AGENDA:

1. Resolution No. 85-11-07 Abandonment of Utility Easement
2. Professional Marine Engineering Services for the Design, Bidding and Construction Administration of the Sea Wall at Lake Shore Park by Cutcher and Associates, Inc., Not to Exceed \$21,470
3. Renewal of Marina Security Company Contract
4. Resolution No. 88-11-07 Employee Benefits Effective Date
5. Resolution No. 89-11-07 2008 Florida Department of Law Enforcement (FDLE) Grant for Crime Prevention and Amelioration

Public Comment Open.

None

Public Comment Closed.

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

PUBLIC HEARING(S)

ORDINANCES ON 1st READING

ORDINANCE NO. 30-2007- Amending Chapter 30 to add Additional Parking Prohibitions and Regulations to be consistent with State Uniform Traffic Control Law

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 30, ENTITLED "TRAFFIC AND MOTOR VEHICLES", ARTICLE I, "IN GENERAL", SECTION 30-2 ENTITLED "PROHIBITED PARKING"; 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.

Motion: A motion was made by Commissioner Carey to approve the Ordinance No. 30-2007; 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.

Attorney Karen Roselli read Ordinance No. 30-2007 by caption-only.

Mayor Castro welcomed former Town of Lake Park Commissioner Bill Otterson, and thanked him for attending the meeting.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 8:15 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2007.

TAB 3



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
December 5, 2007 7:55 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 5, 2007 at 7:55 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.
Commissioner Balius led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Emergency item K-4 Merit Board was added to the Agenda under Discussion and Possible Action.

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

Vote on Motion:

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

Motion passed 5-0.

PRESENTATION

Weed and Seed Program presented by Rosalind Murray

Mayor Castro welcomed Rosalind Murray.

Ms. Murray thanked the Commission and stated that she was proud of the Weed and Seed Program in Palm Beach County. She explained that the Weed and Seed Program was a federal program which brings dollars to communities to help them eliminate crime and increase law enforcement. Palm Beach County has a countywide Weed and Seed Committee which is funded by the Palm Beach County Board of Commissioners and the Criminal Justice Commission. She

stated that there were five Weed and Seed sites which were located in Delray Beach, Belle Glade, West Palm Beach and Riviera Beach. She introduced Craig Spitaro who had been involved with Weed and Seed for 10 years and just obtained a successful grant for the Gramercy Village area of West Palm Beach. She also introduced Becky Walker from the Criminal Justice Commission.

Ms. Murray gave a slide presentation about the Weed and Seed Program. She explained that the program was a comprehensive strategy with a four pronged approach which included law enforcement strategy, community policing, prevention, intervention, treatment and neighborhood restoration. She stated that it was a four to five year program. The weeding part of the program was the law enforcement and community policing. The seeding part of the program was the prevention, intervention, treatment and neighborhood restoration. She explained the funding process, application process and requirements of the program.

Mayor Castro asked Ms. Murray to explain why she was there and what she was trying to accomplish.

Town Manager Maria Davis stated that staff requested that the Weed and Seed Program give a presentation because they felt that it was something that the Town should participate in.

Ms. Murray stated that she was there to share information about the Weed and Seed Program and what it does for communities.

Mayor Castro asked Ms. Murray to explain the benefits of the Weed and Seed Program.

Ms. Murray stated that the benefit of the Weed and Seed Program was a reduction in crime. She explained that the Weeding part of the program was law enforcement such as drug buys and drug stings. The Seeding part of the program was made up of after school programs and neighborhood improvement. She stated that the Town would have to apply and inform them of what the Town's particular issues are.

Commissioner Osterman stated that an example of a neighborhood improvement program was the Teen Achieve Program which did not continue due to lack of funding.

Ms. Murray stated that in talking with Town staff she was informed that crime was an issue in the Town. The Weed and Seed Program would provide funds for more law enforcement and other programs that would work with teens and children.

Commissioner Osterman asked if Charretts would need to be done in the neighborhood.

Ms. Murray stated that Charretts would need to be done in the neighborhood. She stated that the Charretts Meetings would have to be funded and conducted by the Town.

Mr. Spitaro explained that there was no funding for the first year of the process. A site coordinator would need to be hired and an application submitted. If official designation is awarded, the Town would receive one million dollars over a five year period.

Mayor Castro asked what the cost was for other municipalities to begin implementing the Charretts and Weed and Seed Program.

Ms. Murray stated that it cost other municipalities anywhere between several hundred thousand to one half million dollars.

Mayor Castro stated that he wanted to achieve a positive mental attitude for the Town's children and community.

Ms. Murray explained that funding from the Weed and Seed Program would also go toward a prosecutor to help prosecute crimes that take place in the community. She concluded her presentation by stating that the Town would need to decide if the Weed and Seed Program was best for the Town.

Commissioner Osterman stated that there were issues in the Town that needed to be addressed. She stated that she was concerned about the start up costs for the program. She asked what the success rate of Palm Beach County's Weed and Seed Program's start ups.

Ms. Murray stated that 100% of the communities that went through the start up process and applied for the grant received the grant in Palm Beach County.

Commissioner Osterman asked if the grant required a commitment of Town money or could the Town find smaller grants to start up various programs.

Ms. Murray stated that the Weed and Seed Program was big on leveraging dollars and using funds from outside sources.

Town Manager Maria Davis stated that her plan was to leverage the start up costs for the Weed and Seed Program by using grant money.

Discussion ensued between the Commissioners regarding the Weed and Seed Program.

Vice-Mayor Daly recommended allowing Town Manager Maria Davis to obtain grant money toward implementing the Weed and Seed Program and to bring back her findings to the Commission.

The Commission came to consensus to allow Town Manager Maria Davis to seek and obtain grant money toward implementing the Weed and Seed Program.

Mayor Castro thanked Ms. Murray for her presentation.

PUBLIC and OTHER COMMENT

None

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Osterman stated that she had spoken with a resident who was requesting that the Commission consider passing a dress code ordinance. The resident also wanted to know the process for putting the item on referendum. She stated that his other concern was the possibility of creating a curfew for the Town.

Vice-Mayor Daly stated that things have run smoothly in the Recreation Department since new Recreation Department Director Greg Dowling took over. He commended Recreation Department Director Greg Dowling and stated that he was doing an exceptional job in running the Recreation Department.

He requested that a letter be drafted to the Sheriff commending the individuals responsible for the Safety Fair which was sponsored by the Sheriff's Department on November 10, 2007 at Kelsey Park.

Mayor Castro recommended including in the letter how much the Town appreciates Captain Douglas Reece and all that his staff does for the Town.

Vice-Mayor Daly stated that a personal incident happened to him over the past weekend and the Sergeant and a new Deputy came out to handle the situation. He stated that he was impressed on how they handled the situation.

Mayor Castro thanked Town Manager Maria Davis for the holiday lights and decorations in the Town. He addressed Captain Douglas Reece and stated that he appreciated everything he and his Deputies have been doing for the Town. He thanked Recreation Department Director Greg Dowling for the Tree Lighting Ceremony at Lake Shore Park. He stated that the Holiday Boat Parade was great.

Town Manger Maria Davis stated that the Holiday Boat Parade Organization was extremely grateful for the Town's contribution.

Commissioner Balius stated that there were four people from Lake Park who ran and completed the Marathon of the Palm Beaches. He congratulated Jason Clinton, Evan Pennington, James Diaz, and Cynthia Higgins.

Commissioner Carey

None

Town Attorney Thomas Baird

None

Town Manager Maria Davis stated that there was a Regular Commission Meeting scheduled for January 2, 2008. She asked the Commission if they wanted to reschedule.

Discussion ensued between the Commissioners regarding the scheduling of Commission Meetings for January 2008.

The Commission came to consensus to hold the first Commission Meeting of January 2008 on January 16, 2008 and then at that time to decide on the date for the 2nd meeting.

Town Manager Maria Davis asked Finance Director Anne Costello to explain the State Board Administration Investment Fund.

Finance Director Anne Costello stated that the Town of Lake Park has approximately 3.2 million invested with the SBA. The recommendation was to divide the funds into an A Fund and

a B Fund. There would be 2.7 million in the A Fund which would be liquid immediately up to 2 million dollars without redemption fees. Approximately \$450,000 would be frozen up to 12 months. The funds represent the Town's cash reserves. She stated that there were sufficient funds in the Town's checking accounts to meet its operational needs for the immediate future and future months coming. She anticipates more than 3 million dollars in county tax receipts which should more than fund the Town's operational needs for the future.

Town Manager Maria Davis announced Santa's Carriage Ride on Saturday, December 15, 2007 from 6:00 to 7:30 p.m.

CONSENT AGENDA:

1. Resolution No. 91-12-07 Green Local Government

Public Comment Open.

None

Public Comment Closed.

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

PUBLIC HEARING(S)

QUASI-JUDICIAL HEARING

RESOLUTION NO. 90-11-07 Amendment to conditions of the approved Villa Liana Site Plan

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 59-10-2006, TO AMEND A CONDITION OF THE RESOLUTION WHICH REQUIRED THAT THE OWNER INITIATE DEVELOPMENT WITHIN SIX MONTHS OF THE APPROVAL OF THE RESOLUTION GRANTING A SIX MONTH EXTENSION OF THE DEVELOPMENT ORDER AND ALLOWING FOR AN ADDITIONAL THREE MONTH EXTENSION FOR THE PROJECT KNOWN AS "VILLA LIANA" LOCATED ON LOTS 17 TO 28 OF BLOCK 47, ON THE EAST SIDE OF 10TH STREET, SOUTH OF PARK AVENUE AND

APPROXIMATELY 211 FEET SOUTH OF EVERGREEN DRIVE, IN THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

Ex-parte communication was declared as follows:

- Mayor Castro – none
- Vice-Mayor Daly – none
- Commissioner Balius – none
- Commissioner Osterman – none
- Commissioner Carey – none

Town Clerk Vivian Mendez swore in all witnesses.

Community Development Patrick Sullivan explained the purpose for the Resolution. He stated that Mr. Ahrens was requesting a 60 day time limit to commence construction instead of a 30 day time limit.

Motion: A motion was made by Commissioner Balius to approve Resolution 90-11-07 as amended to give Mr. Ahrens 60 days to commence construction of the Villa Liana Project once he obtains a permit; Commissioner Osterman made the second.

Vote on Motion:

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

Motion failed 3-2.

Motion: A motion was made by Commissioner Balius to approve Resolution 90-11-07 as originally written; Commissioner Osterman made the second.

Vote on Motion:

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

Daly	X		
Mayor Castro		X	

Motion passed 4-1.

Discussion and Possible Action

Closing of Town Hall on December 24th with the Exception of the Sanitation Department

Vice-Mayor Daly recommended extending the option to employees to use one of their 22 days of annual leave for New Years Eve Day.

Discussion ensued between the Commissioners and Town Manager Maria Davis regarding the option for employees to take off New Years Eve Day.

Mayor Castro passed the gavel to Vice-Mayor Daly.

Motion: A motion was made by Commissioner Balius to approve the Closing of Town Hall on December 24, 2007 with the Exception of the Sanitation Department; Mayor Castro 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.

To Reconvene a Majority of the Former Members of the Town Merit Board on a Temporary Basis

Commissioner Osterman expressed concern over the newest member of the Merit Board. She stated that she was concerned that this member had not received the same training as the other members. She also noted that there were only four members, which would not give the board an odd number vote.

Town Manager Maria Davis stated that there would still be a quorum with three people on the Merit Board.

Motion: A motion was made by Commissioner Balius to approve the reinstatement of the Merit Board to hear a Grievance; 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 4-1.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 8:50 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2007.

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|---|---|
| <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: Award Bid #03-2007 for the Installation of Timber Mooring Pilings at the Marina to Vance Construction Company and Direct the Mayor to Execute the Contract

RECOMMENDED MOTION/ACTION: Approve

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

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 170,520 Funding Source: Marina Acct. # 71000	Attachments: Resolution Bid Tabulation Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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.

RESOLUTION NO. 83-11-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AWARDED BID NO. 03-2007 FOR THE INSTALLATION OF MOORING PILINGS AT THE LAKE PARK MARINA TO VANCE CONSTRUCTION COMPANY, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND VANCE CONSTRUCTION COMPANY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town requires the services of a licensed and qualified construction firm to install timber mooring pilings at the Town of Lake Park Marina (“Project”) in accordance with the terms, conditions, and specifications of the Town; and

WHEREAS; the Town has competitively bid the installation of timber mooring pilings Project pursuant to Invitation to Bid No. 03-2007, and Vance Construction Company, located at P.O. Box 4592, West Palm Beach, Florida 33402 , was the lowest responsive and responsible bidder; and

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

WHEREAS, the Town’s Financial Director has recommended that the Town Commission award the Contract in Bid No. 03-2007, to the Vance Construction

Company in the amount of \$170,520.00, and that the Commission authorize and direct the Mayor to execute the attached Contract on behalf of the Town.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Contract between the Town of Lake Park and Vance Construction Company in the amount of \$170,520.00, attached hereto as **Exhibit "A"**.

Section 3. This Resolution shall take effect immediately upon its adoption.



Minutes

Town of Lake Park, Florida
Timber Mooring Pilings Bid 03-2007 Opening
Monday, October 15, 2007, 11:00 a.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Timber Mooring Pilings Bid Opening was conducted on Monday, October 15, 2007 at 11:00 AM. Present were Deputy Town Clerk Jessica Shepherd, Robert Cutcher of Cutcher and Associates, Inc., and Town Clerk Vivian Mendez.

Town Clerk Vivian Mendez called the meeting to order at 11:00 a.m. Vivian Mendez explained that four bids had been received for the project.

Company	Address	Total Bid
The Vance Construction	Riviera Beach	\$170,520
Palm Wood Corp	Riviera Beach	\$195,852
Custom Built Marine	Stuart	\$1,850. per pile minimum 100 pilings
BK Marine Construction	Deerfield Beach	\$180,497

A review of the bid packages will be conducted to ensure all the required documentations are included. The Town Commission will be given a recommendation for approval.

Vivian Mendez thanked everyone for being present.

ADJOURNMENT:

With no other Bids, the opening of Bid 03-2007 was closed at 11:10 a.m.


Town Clerk Vivian Mendez

CUTCHER AND ASSOCIATES, INC.
Coastal Engineers

Voice: (561) 748-6745
Fax: (561) 748-6865
E-Mail: r.berry@cutcherassociates.com

900 East Indiantown Road.
Suite 210,
Jupiter, FL 33477

RECEIVED

October 22, 2007

OCT 23 2007

Maria Davis – Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Office of Town Manager

Dear Maria;

I am writing you this letter of recommendation regarding Bid #03-2007 – Installation of Timber Mooring Piles. I am recommending award to Vance Construction Company.

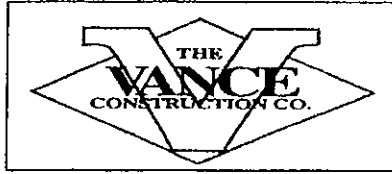
I have carefully reviewed all four of the received bids and have compared them with respect to price, submittals, scheduling, and experience. I have called the Insurance Company and have verified the Bid Bond. We were also successful in negotiating a price cap on pile punching, if required, to a maximum of 10% of the total contract price (letter attached). Mr. Vance did perform 20 sediment soundings throughout the marina, and encountered rock at nine of these sites. As low bidder and after discussing with Mr. Vance the execution methodology, we recommend award to Vance Construction Company.

Following execution of a contract between The Town of Lake Park and Vance Construction Company, we will conduct a pre-construction meeting to outline the project schedule, logistics, and start date. We will also monitor the project and approve all materials and methodologies as the project progresses. We have forwarded a copy of the bid bond via mail to you.

Sincerely;



Robert Berry
Marine Engineer
Cutcher & Associates Coastal Engineers



7166 Interpace Road
 Riviera Beach FL 33407
 561/671-1991 (O)

Post Office Box 4592
 West Palm Beach FL 33402
 561/671-1981 (F)

PROPOSAL - CONTRACT

PROPOSAL SUBMITTED TO TOWN OF LAKE PARK Attn: Maria Davis - Town Manager	PHONE 881-3311 CELL: FAX 881-3313	DATE 10/15/07
STREET 535 Park Avenue	JOB NAME Bid #03-2007 - Installation of Timber Mooring Piles	
CITY, STATE, ZIP CODE Lake Park FL 33403	JOB LOCATION Lake Park FL	

The Vance Construction Co. hereby proposes the following:

QTY	DESCRIPTION	PRICE	UNIT	TOTAL
152	Wood Mooring Piling	\$985.00	EA	\$149,720.00
1	Mobilization	\$6,000.00	EA	\$6,000.00
1	Demobilization	\$6,000.00		\$6,000.00
1	Bond	\$8,800.00		\$8,800.00

TOTAL \$170,520.00

Complete, as described above, for the Lump Sum Total of: \$170,520.00

*** One Hundred Seventy Thousand Five Hundred Twenty And No/100 Dollars***

THE VANCE CONSTRUCTION CO.

ACCEPTED BY:

BY:

JAMES E VANCE
SIGNATURE

Town of Lake Park
FIRM NAME

President.

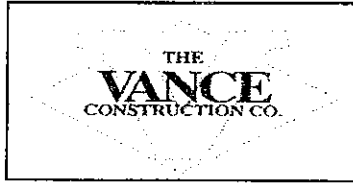
By:

Title:

Date:

NOTE: This proposal be withdrawn by us
 if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. The above quotation is subject to all terms and conditions of both sides hereof, and becomes a contract when acceptance is signed by an authorized agent of each party. Payment will be made as outlined in the Terms and Conditions of Contract on the reverse side of this proposal.



THE VANCE CONSTRUCTION CO.

7166 Interpace Road
Riviera Beach FL 33407
Phone: 561/671-1991 (O)

Post Office Box 4592
West Palm Beach FL 33402
561/671-1981 (F)

October 22, 2007

Mr. Robert Cutcher
CUTCHER & ASSOCIATES
900 Indiantown Road -- Suite 210
Jupiter FL 33477

RE: Lake Park Marina Fender Piling Installation

Dear Robert:

Per our conversation on 10/12/07 regarding sub-surface soil conditions, a sounding of the marina basin taken on 10/19/07 to determine if rock was going to be encountered during piling installation.

Twenty (20) soundings were conducted throughout the marina, and our findings indicated rock outcroppings at nine (9) of the locations surveyed. The soundings indicated that rock, to some degree, would be encountered during pile driving. Hard bottom was not encountered at every location; therefore we are requesting that an allowance be allocated on a per-pile basis to cover the cost of rock punching.

It is suggested that daily pile logs be submitted to the engineer for evaluation and approval of rock punching. Every effort will be made not to utilize the rock punch, but if used an additional \$450/piling will added to the contract for payment. Contractor agrees not to exceed 10% of total contract if rock punching is required, and is approved by the engineer on a per pile basis. It is our intention to have 5 feet penetration into hard rock, or 15 feet minimum tip elevation from the existing bottom.

Very truly yours,

THE VANCE CONSTRUCTION CO.

James E. Vance, President

JEV/jbr



233 MAIN STREET • P.O. BOX 2350 • NEW BRITAIN, CT 06050-2350 • (860) 224-2000

Bid Bond No. B26468

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we VANCE CONSTRUCTION CO., THE, as Principal, hereinafter called the Principal, and ACSTAR INSURANCE COMPANY, 233 Main Street, P.O. Box 2350, New Britain, CT 06050-2350, a corporation duly organized under the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto

TOWN OF LAKE PARK
515 PARK AVENUE
LAKE PARK, FL 33403-

as Obligee, hereinafter called the Obligee, in penal sum of 5% of the bid amount for the payment of which sum well and truly to be made, 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 submitted a bid for INSTALLATION OF TIMBER MOORING PILES FOR THE TOWN OF LAKE PARK MUNICIPAL MARINA BID NO. 03-2007

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, or in the event of the failure of the Principal to enter into such Contract and if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void. This obligation shall expire and be null and void 90 days from the date executed as set forth below.

Signed and sealed this 12th day of October, 2007.

ATTEST:

VANCE CONSTRUCTION CO., THE (Seal)

By [Signature]
Name:
Title:

ATTEST:

ACSTAR INSURANCE COMPANY (Seal)

[Signature]
By [Signature]
Henry W. Nozko, Jr.
President

This Power of Attorney must have original corporate seal, and red and blue ACSTAR logo to be valid.

Know all men by these presents: That ACSTAR Insurance Company, a corporation of the State of Illinois, having its principal office in the City of New Britain, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on September 28, 2006.

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, any Vice President and General Counsel, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the Chairman, the President, or a Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a 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.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

HENRY W. NOZKO, JR., ROBERT H. FRAZER, DAVID A. PRICE, MICHAEL P. CIFONE, JOAN C. FORTIER, HENRY W. NOZKO III each individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS (\$10,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, has hereunto subscribed his name and affixed the corporate seal of ACSTAR Insurance Company this 28th day of September 2006.

ACSTAR Insurance Company

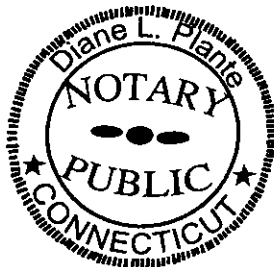
by

Henry W. Nozko Jr.
Henry W. Nozko Jr., President

STATE OF CONNECTICUT)
) ss. NEW BRITAIN
COUNTY OF HARTFORD)

On this 28th day of September 2006, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of ACSTAR Insurance Company, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signatures were duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of New Britain the day and year first above written.



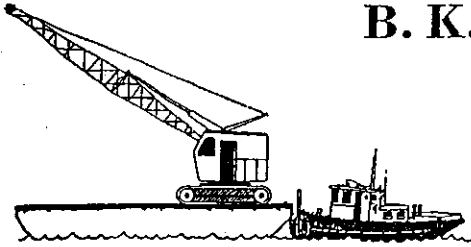
Diane L. Plante
Notary Public - Diane L. Plante

I, the undersigned, Secretary or Assistant Secretary of ACSTAR Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 12th day of October 2007.

Robert H. Frazer/Michael P. Cifone
Secretary/ Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.



B. K. Marine Construction, Inc.

STATE LICENSED MARINE CONTRACTORS
#CG C052820

- DOCKS & SEAWALLS
- REPAIRS OF ALL KINDS
- PILING WORK
Wood-Concrete

Bid # 03-2007
Project # 07-265
Installation of Timber Mooring Piles

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

October 12, 2007

Timber Mooring Pile Bid:

Bid Price

The cost to do the work, installation of 152 35' wood pile with rope hangers, plastic caps, and plastic wraps as described on plans labeled Mooring Piles Installation, pages 1 - 3 and dated: 9/11/07 is **\$180,497.00**. If punching or drilling into rock is required, it is additional.

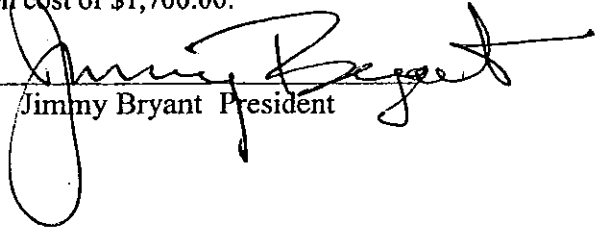
One hundred eighty thousand four hundred ninety seven dollars and 00 cents.

This price includes the mobilization and the bond.

The price per additional pile is \$1,119.00. If punching or drilling into rock is required, it is additional.

1. Equipment: Barge size - 30' x 90' x 7' with spuds - draft 4'6"
Tug - 25' with 3' draft
40 ton Linkbelt 108 Crane with 70' to 90' boom as needed
5,000lbs Drop Hammer
2. Start Date: Work can start within 30 days of contract and will take 32 working days depending upon movement of moored boats in marina.
3. Work: If possible, piers 22 through 34 will be installed from land. Barge will mobilize to the job site while this work is underway. Piers 1 through 6 will be done first and will take 3 to 5 days depending upon rock. Pier 12 through 21 will take 5 to 10 days. Pier 7 through 11 will take 2 to 4 days. Pier 38 through 43 will take 3 to 5 days. The barge will be moved to the end of the T pier at the end of each work day.
4. Description of work: We expect to install 8+/- piles per day. A 12" OD round drop punch will be used to remove rock and the wood pile will be inserted into the rock socket. This embedment will be less than 15'. The cost of punching is an additional \$600.00 per pile. If rock cannot be punched, it will be predrilled with an auger drill. The additional cost will be \$900.00 per pile plus a mobilization cost of \$1,700.00.

Authorized Signature


Jimmy Bryant President

PALMWOOD CORPORATION, INC.

General Contractor

10/15/07

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

RE: Installation of Timber Mooring Piles
Town of Lake Park Municipal Marina
105 Lake Shore Drive
Lake Park, Fl. 33043
Town of Lake Park Bid NO. 03-2007
Cutcher and Associates, INC. Project NO. 07-265

Palmwood Corporation, INC. proposes to furnish labor, equipment, material and requested insurance requirements for the installation of timber mooring piles for the prices listed below:

A) 12 in. x 35 ft. Timber piles, pile caps, pile wraps, and cleats installed price per each =	\$1,288.50
B) Total number of piles is 152 =	\$195,852.00
Total Bid Price =	\$195,852.00

CUSTOM BUILT MARINE CONSTRUCTION INC.

P.O. Box 3016
Phone (772)288-4254

Stuart, Florida 34995
Fax (772)288-2802



Sealed Bid: No. 03-2007
Installation of Timber Mooring Piles

- 1) 30'x60'x5' spud barge w/30t crane
- 2) Two 5'x50'x5' spud barge w/30t crane
- 3) 2-8'x25'x4' push boats
- 4) Terrix 230rt crane (upland)
- 5) Pile master model 24-2500 pile hammer
- 6) H.P.S.I. H-20/30 hydraulic auger system with power pack
- 7) Two 6" jet pumps
- 8) 300' turbidity curtain

- Work schedule

We will start work no later than 10 days after N.T.P. Substantial completion no later than 120 days from start of work. Final completion shall be no later than 160 days from start of work.

- Work layout

We will have a preconstruction meeting with the Town & Dock Master to implement a construction plan to minimize the impact to the operations of the marina. Weekly meetings will be held with all concerned parties to limit the impact of the marina during all phases of pile installation.

- Work description

Mobilization of equipment and materials to job site. Layout of the work area with dock master. All pile-rap is done upland prior to installing. Barge (1) will be set up to drill x number of holes per day. Barge (2) will set & hammer x number of holes per day. Then, when barge (1) has completed drilling all necessary holes, they will install pile caps & line keepers.

UNIT PRICE: \$1850.00 per pile minimum of 100 pilings

Respectfully Submitted,


David H. Carrigan, Jr.
Construction Estimator

**CONTRACT BETWEEN THE
TOWN OF LAKE PARK
AND
VANCE CONSTRUCTION COMPANY**

THIS CONTRACT, made this 19th day of December 2007, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "OWNER", and VANCE CONSTRUCTION COMPANY, whose principal place of business is 7166 Interpace Rd., Riviera Beach, Florida 33404, FEID Number: 65-00040853, hereinafter designated as the "CONTRACTOR".

WITNESSETH THAT:

WHEREAS, the OWNER is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide the services required by the OWNER in the construction/installation of timber mooring pilings at the Town of Lake Park Marina in accordance with the drawings, plans, specifications and other documents of the OWNER (the "Work") and has submitted a Proposal to the OWNER for the work; and

WHEREAS, the OWNER has found the CONTRACTOR'S Proposal to be acceptable and the parties wish to enter into a CONTRACT; and

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

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

**Article 1
Statement of Work**

- 1.1 The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the Work, and shall perform the required work in accordance with the Contract Documents. This Work is generally described as follows:

**INSTALLATION OF TIMBER MOORING PILINGS AT THE TOWN OF LAKE PARK,
FLORIDA MARINA IN ACCORDANCE WITH THE DRAWINGS, PLANS,
SPECIFICATIONS, AND OTHER DOCUMENTS OF THE OWNER FOR THE WORK
WHICH ARE ATTACHED AS EXHIBITS HERETO AND MADE A PART OF THIS
CONTRACT.**

Article 2
Date of Commencement and Substantial Completion

- 2.1 The Effective Date of this Agreement is the date on which the Contract is executed by the Mayor of the Town of Lake Park or other authorized designee. The Date of Commencement shall be the date on which the OWNER issues a Notice to Proceed to the CONTRACTOR.
- 2.2 The CONTRACTOR shall achieve Substantial Completion of the entire Work, with Substantial Completion of the work to be determined by the OWNER in its sole discretion, within **seventy (70) calendar days of the date of the issuance of a Notice to Proceed, but in no event later than March 1, 2008**, subject to adjustments of this Contract Time as provided in the Contract Documents.
- 2.3 The parties hereby agree that the CONTRACTOR'S failure to complete the Project within the time fixed in this Contract will result in substantial injury to the OWNER. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the Contract Documents, CONTRACTOR shall pay to the OWNER as Liquidated Damages for such delay, and not as a penalty, the amount of one tenth of one percent (0.10%) of the Contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars and 00/100 Dollars (\$500.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred. This provision for Liquidated Damages for delay shall in no manner affect the OWNER'S right to terminate the Contract. The OWNER'S exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the Contract sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.
- 2.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment. If the CONTRACTOR fails to complete the Work in the time specified herein, the OWNER may procure the services and materials necessary to complete the Work on the open market, and charge the CONTRACTOR for any procurement costs, together with any and all damages, losses and other additional costs and charges which result from the CONTRACTOR's failure to complete the Work on time, and the CONTRACTOR may be barred from bidding on any future contracts of the OWNER for a period of to three years.
- 2.5 There shall be no damages allowed for Contract delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the OWNER by reason of any delays, regardless of the cause of the delay.

Article 3
Contract Sum

- 3.1 The OWNER shall pay the CONTRACTOR in U.S. funds for the CONTRACTOR's performance of the Contract the Contract Sum of **One Hundred and Seventy Thousand, Five Hundred and Twenty Dollars and 00/100 (\$170,520.00)** for the Work, subject to

additions and deductions as provided in Change Orders authorized by the OWNER.

- 3.2 The Contract Price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes and/or this Contract. By including such specific consideration in addition to other good and valuable considerations, paid by the OWNER, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification provisions in this Contract.

Article 4 Progress Payments

- 4.1 If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed. The CONTRACTOR shall submit a pay request for review, to the ENGINEER. The pay request may be approved and paid by the OWNER. The CONTRACTOR shall provide a waiver of liens in the standard form attached to this Contract prior to the OWNER making final payment for the Work. The CONTRACTOR shall purchase and deliver a minimum of seventy five (75) timber piles to the work site prior to the CONTRACTOR submitting the pay request.
- 4.2 The CONTRACTOR warrants that title to all work covered by the application for payment will pass to the OWNER upon payment. The CONTRACTOR further warrants that upon submittal of an application for payment, all work for which certificates for payment have been previously issued and payments received from the OWNER, shall be free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, subcontractors, material supplies, and other persons or entities making a claim by reason of having provided labor, material, and equipment relating to the work.
- 4.3 The failure to submit requests for partial payment with the required disbursement certification, in the manner required by this Paragraph, may result in non-payment and/or a delay in the payment of the requested partial payment, until the required, fully completed forms and all necessary information are provided to the OWNER. The OWNER shall have no legal liability for direct or consequential damages alleged to have been sustained by the CONTRACTOR, and/or any other claims, losses and liabilities, interest, penalties, attorney and other professional fees, costs or expenses, of any kind, which may be incurred as a result of the late payment or non-payment of any payment request which failed to comply with the requirements of this Paragraph.

Article 5 Final Payment

- 5.1 When, in the opinion of the CONTRACTOR, 95% of the work has been completed, the CONTRACTOR shall request a substantial completion inspection. The OWNER will schedule an inspection of the Work/Project with the CONTRACTOR. The purpose of this inspection will be to develop a final list of incomplete or deficient work, and the necessary completion of which will render complete, satisfactory, and acceptable the construction services purchased by the OWNER. This list of incomplete or deficient work is herein after referred to as "punch list work." The CONTRACTOR shall schedule the attendance of any representatives of subcontractors or suppliers providing materials and services on the Project or as deemed required by the OWNER or ENGINEER. The failure to include

any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the CONTRACTOR to complete all of the construction services pursuant to the Contract. All items that require correction under the Contract and that are identified after the preparation of the punch list remain the obligation of the CONTRACTOR as defined by the Contract.

- 5.1.1 **Substantial Completion:** The point in the Project where the CONTRACTOR has completed 95% of the Contract, as a percentage of the original contract, including the value of any approved change orders and/or supplemental agreements, and with the exception of Punch List work, the Project is ready for the OWNER's occupancy and use. The CONTRACTOR shall be required to provide a pile driving log to the ENGINEER for consideration and approval prior to the project being deemed substantially complete.
- 5.1.2 For purposes of this Contract, the Punch List will be completed within 7 calendar days of Substantial Completion.
- 5.1.3 In the event the CONTRACTOR fails to attend to the scheduled Punch List inspection, the OWNER or the OWNER'S representative will continue the scheduled inspection and develop the Punch List. The CONTRACTOR will be provided a copy of the Punch List at the address provided for written notice.
- 5.1.4 The determination by the OWNER as to the items identified in the Punch List shall be conclusive and shall not be subject to challenge by the CONTRACTOR in any forum, except upon the CONTRACTOR establishing by clear and convincing proof that the determination by the OWNER was without any reasonable and good faith basis.
- 5.1.5 When, upon completion of the final construction inspection of the entire Project, the OWNER determines that the CONTRACTOR has satisfactorily completed the Work and all Punch List work identified during the Punch List inspection, the OWNER will give the CONTRACTOR written notice of final acceptance. The final acceptance date, will be the date that which warranty provisions and the time limitations for latent defects commence.

Article 6 Warranties of Contractor

- 6.1 CONTRACTOR warrants that the timber piles, pile wrapping, line keepers and the associated hardware and fasteners will be free of defects in materials and workmanship for a period of two (2) years from the date of final acceptance by the OWNER.
- 6.2 The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract will be new and that all work will be of good quality free from faults and defects and is in conformance with the Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the Contract shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance

of the Project by the OWNER. If any work, materials or equipment is determined to not be in conformance with the Contract requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR's expense.

- 6.3 **WARRANTY OF TITLE:** The CONTRACTOR warrants to the OWNER that all goods and materials furnished under the Contract will be new unless otherwise specified, and that CONTRACTOR possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 6.4 **WARRANTY OF SPECIFICATIONS:** The CONTRACTOR warrants that all goods, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 6.5 **WARRANTY OF MATERIALS AND WORKMANSHIP:** The CONTRACTOR warrants all material and workmanship for a minimum of two (2) years from date of completion and acceptance by the OWNER. If within two (2) years after acceptance by the OWNER, or within such larger period of time as may be prescribed by law, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall, after receipt of a written notice from the OWNER to do so, promptly correct the work unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition.
- 6.6 The CONTRACTOR warrants to the OWNER that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract. The CONTRACTOR warrants to the OWNER that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.
- 6.7 The CONTRACTOR warrants to the OWNER that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

Article 7 Insurance Requirements

- 7.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract which must include the following coverage's and minimum limits of liability:
- 7.1.1 **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or

any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.

7.1.2 COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

7.1.3 BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

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

7.3 All Certificates of Insurance shall be kept on file with the Owner, and approved by the Owner prior to the commencement of any work activities. The Owner may at its discretion, require the Contractor to provide a complete certified copy of the insurance policy(s). The insurance shall include an endorsement covering transit of the contract materials.

7.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A- to A+.

7.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the OWNER with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR and/or persons employed or utilized by the CONTRACTOR, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.6 Violation of the terms of this Article 7 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Article 8 Indemnification

- 8.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the OWNER, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the OWNER, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, including all consequential damages directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR's performance hereof, or any work performed hereunder.
- 8.2 The CONTRACTOR shall indemnify, defend, and save harmless the OWNER, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the Work, and agrees to hold and save the OWNER harmless against all claims involving alleged negligence by the OWNER in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 8.2. The OWNER reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive the OWNER's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

Article 9 Payment and Performance Bonds

- 9.1 Concurrent with the execution of these Contract Documents, the CONTRACTOR shall tender to the OWNER a performance bond and a payment bond acceptable to the OWNER, each in an amount equal to or greater than one hundred percent (100%) of the total Contract price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the OWNER.
- 9.2 All surety bonds tendered must be written by a company duly authorized to do business in

the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this Contract and the surety bonds, the OWNER shall deem 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 CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the OWNER, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security shall be furnished in manner and form satisfactory to the OWNER as to protect the interests of the OWNER and ensure the payment of persons supplying labor and materials under the Contract.

Warranty Bond: The CONTRACTOR shall furnish a Warranty Bond in the amount of ten percent (10%) of the actual cost of the Work, upon acceptance of said Work by the OWNER.

9.3 Qualifications of Surety: Surety companies issuing Performance Bonds, Payment Bonds and Warranty Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
- G. Each bond shall be issued by a Florida resident agent.
- H. The Payment and Performance Bond and the Warranty Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

9.4 Duration of Bonds. Performance Bonds and Payment Bonds shall remain in force until acceptance of Work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under

the Contract that may appear or be discovered during that period. Warranty Bonds shall remain in force for one (1) year from the date of acceptance of the Work.

- 9.5 Non-compliance. The CONTRACTOR's failure to deliver executed Performance Bond, Payment Bond and Warranty Bond in a form acceptable to the OWNER shall constitute a material breach of the Contract and shall relieve the OWNER of all payment obligations until such bonds are provided and shall result in the CONTRACTOR's forfeiture of any and all bid securities.
- 9.6 The surety company shall indemnify and provide defense for the OWNER when called upon to do so for claims or suits against the Town of Lake Park arising out of the Contract. The amount of the Contract price is the sole limitation of this indemnification.

Article 10 Contract Changes

- 10.1 The OWNER reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction, whether a substantial change or not, so long as they are consistent with the scope of the Work included in this Contract, including but not limited to alterations in the grades, dimensions or alignments of the Contract Work, as may be found necessary or desirable by the OWNER. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract. The CONTRACTOR agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

Article 11 Enumeration of Contract Documents

- 11.1 The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR are enumerated as follows:
1. Duly approved Change Orders, Addenda, and Modifications;
 2. This Agreement between OWNER and CONTRACTOR and all amendments and addendum hereto;
 3. Plans and Specifications consisting of one (1) drawing dated September 11, 2007;
 5. Certificates of Insurance (**Exhibit "A"**);
 7. Payment and Performance Bonds (**Exhibit "B"**);
 8. Add any other documents to be made part of the Contract.

In resolving conflicts, errors, and discrepancies between the various Contract Documents, precedent in interpretation shall be given in the foregoing order. The Contract Documents shall become part of this Contract as if physically attached as a part hereof, and all documents shall be interpreted together to yield the most consistent results to achieve the purpose of this Project.

Article 12

Contract Documents

- 12.1 The Contract Documents consist of this Agreement, and the Drawings and Specifications, and the other documents listed in this Agreement and any modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
- 12.2 Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site and become generally familiar with the local conditions under which the Work is to be performed. The CONTRACTOR shall not, however, be required to conduct surveys or analyses of existing structures or tests of such surface conditions unless specifically directed to do so and compensated therefor under this Contract.
- 12.3 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the CONTRACTOR's obligations.

Article 13

Contractor

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

- 13.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.2 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 13.3 The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the Work.

- 13.4 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the OWNER without delay.
- 13.5 The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the OWNER of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of a difference between the Plans and the Specifications, the Specifications shall govern. In case of a discrepancy either in the figures, in the Plans, or in the Specifications, the matter shall be submitted to the OWNER who shall make a determination in writing. Any adjustment by the CONTRACTOR without such a determination by the OWNER shall be at his own risk and expense. All deviations made by the CONTRACTOR from the Specifications and Plans will be compiled and provided to the OWNER. The OWNER may furnish from time to time such detail Plans and other information considered necessary to clarify the Contract.
- 13.6 The CONTRACTOR shall pay all applicable taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time this Agreement is executed, whether or not yet effective, and which are legally required of the CONTRACTOR.
- 13.7 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, negotiations, and lawful orders of public authorities bearing on the performance of the Work. The CONTRACTOR shall promptly notify the OWNER if the Drawings and Specifications are observed by the CONTRACTOR to be at variance therewith.
- 13.8 The CONTRACTORS shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the CONTRACTOR.
- 13.9 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the CONTRACTOR shall remove from and about the Project waster materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 13.10 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- 13.11 The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All employees on the Work site(s) and all other persons who may be affected thereby.

2. The Work and all materials and equipment incorporated therein.

3. Other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

13.12 The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager or Project Supervisor") at the Site while work is in progress to act as the CONTRACTOR'S agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the OWNER and to execute the orders or directions of the OWNER including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, at the Site during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the OWNER at the pre-construction conference.

The CONTRACTOR has designated Project Manager/Superintendent(s) who are available 24 hours per day, 7 days a week (including holidays) related to the Project are:

Project Manager/Supervisor 1: _____

Phone No. () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

(If applicable) Project Manager/Supervisor 2: _____

Phone No.: () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

Article 14 Changes in the Work

14.1 The OWNER, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and Contract Time being

adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the OWNER and CONTRACTOR.

- 14.2 The Contract Sum and Contract Time shall be changed only by Change Order.
- 14.3 The cost or credit to the OWNER from a change in the Work shall be determined by mutual agreement.
- 14.4 If during the progress of the Work, subsurface or latent physical conditions are encountered at the Site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the CONTRACTOR disturbs the conditions or performs the affected work.
- 14.5 Upon receipt of written notification of differing site conditions from the CONTRACTOR, the OWNER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The OWNER will notify the CONTRACTOR whether or not an adjustment of the Contract is warranted. The OWNER will not allow a Contract adjustment for a differing site condition unless the CONTRACTOR has provided the required written notice.

Article 15

Protection of Persons and Property

- 15.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
1. employees on the Work and other persons who may be affected thereby;
 2. the Work and materials and equipment to be incorporated therein; and
 3. other property at the site or adjacent thereto.
- 15.2 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The CONTRACTOR shall promptly remedy damage and loss to property at the site caused in whole or in part by the CONTRACTOR, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except for damage or loss attributable to acts or omissions of the OWNER or by anyone for whose acts he may be liable, and not attributable to the fault or negligence of the CONTRACTOR.

- 15.3 The CONTRACTOR shall not be required to perform without consent any Work relating to asbestos, polychlorinated biphenyl (PCB), or any other substance which the CONTRACTOR reasonably believes to be a hazardous or dangerous waste.
- 15.4 In the event that the CONTRACTOR does encounter such material or conditions reasonably believed to involve hazardous or other substances, the CONTRACTOR shall immediately stop Work in the area and report the condition to the OWNER in writing. The CONTRACTOR shall not be required to resume Work unless and until an appropriate agreement concerning testing, design, construction means, methods, sequences and safety precautions has been reached, and the Contract Time and the Contract Sum are adjusted to reflect the additional time, costs, and additional Work necessary to continue and complete the Project.
- 15.5 All operations of the CONTRACTOR, including storage of materials upon OWNER's premises, shall be confined to areas authorized or approved by the Owner. Temporary buildings, storage sheds, shops, offices, etc., may be erected by the Contractor only with the approval of the OWNER and shall be built with labor and materials furnished by the CONTRACTOR without expense to the OWNER. Such temporary buildings and utilities shall remain the property of the CONTRACTOR and shall be removed by him at his expense upon the completion of the Work.
- 15.6 The CONTRACTOR shall not store materials, except those to be incorporated in the work, on the Contract site. Portions of completed Work and materials incorporated in the Work shall be deemed to have become the property of the OWNER.
- 15.7 The CONTRACTOR shall maintain, where and when needed, suitable and sufficient guard signs and barriers, and at night, suitable and sufficient lights for the prevention of accidents. Guard signs and lights shall comply with OSHA and FDOT regulations. Maintenance of traffic control shall comply with FDOT regulations and standards.
- 15.8 The CONTRACTOR shall consider the safety and well being of the vessels during both daytime operations and at night. The CONTRACTOR shall make every effort and as directed by the ENGINEER, consideration for navigational ingress and egress of the marina users. The Contractor shall not impede the navigation of vessels without approval of the OWNER or ENGINEER.

Article 16

Correction of Work

- 16.1 All work shall be subject to inspection and testing by the OWNER at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the OWNER and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract requirements. No inspection or testing by the OWNER shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the OWNER after acceptance of the completed Work.

- 16.2 All work shall be subject to inspection and testing by the OWNER at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the OWNER and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract requirements. No inspection or testing by the OWNER shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the OWNER after acceptance of the completed work.
- 16.3 The CONTRACTOR shall, without charge, replace any material or correct any workmanship found by the OWNER not to conform to the Contract requirements, unless the OWNER consents to accept such material or workmanship with an appropriate adjustment in Contract price. The CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, the OWNER may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the CONTRACTOR, or
- 16.4 May terminate the CONTRACTOR's right to proceed. The CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the OWNER. All inspection and testing by the OWNER shall be performed in such manner as not to unnecessarily delay the Work. The OWNER reserves the right to charge to the CONTRACTOR any additional cost of inspection or testing when material or workmanship is not ready at the time specified by the CONTRACTOR for inspection or testing, or when re-inspection or retesting is necessitated by work not complying with the Contract and/or any applicable Federal, State or municipal laws, codes and regulations in connection with the prosecution of the Work.
- 16.5 Should it be considered necessary or advisable by the OWNER at any time before acceptance of the entire Work, to make an examination of Work already completed, by removing or tearing out same, the CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective or not conforming in any material respect, due to the fault of the CONTRACTOR or his subcontractors, the CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.
- 16.6 Unless otherwise provided in this Contract, acceptance by the OWNER shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the work, that the OWNER determines can be accepted separately. Acceptance shall be final and conclusive, except as regards latent defects, fraud or such gross mistakes as may amount to fraud or as regards the OWNER's rights under any warranty or guarantee. The OWNER shall evidence acceptance of the work in writing by approved request for "Final Payment".

Article 17
Termination For Convenience of the Owner

- 17.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the OWNER may, without cause and without prejudice to any other right or remedy, terminate the Contract for the OWNER's convenience whenever the OWNER determines that such termination is in the best interest of the OWNER. Where the Contract is terminated for the convenience of the OWNER, the notice of termination must state that the Contract is being terminated for the convenience of the OWNER under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.
- 17.2 Termination of a Contract or a portion thereof, under the provisions of this section, does not relieve the CONTRACTOR or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the Work performed.

Article 18
Funding

In the event that sufficient budgeted funds are not available for a new fiscal period, the OWNER shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the OWNER.

Article 19
Right to Audit

The OWNER reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the OWNER and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

Article 20
Notice

All notices and invoices to the OWNER shall be sent to the following address:

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

Copies of notices and invoices shall be provided to the ENGINEER:

Cutcher & Associates, Inc
Coastal Engineers

752 N. US Hwy 1
Tequesta, FL 33469

In addition, to the Town Attorney:

Baird & Roselli
11891 U. S. Highway One, Suite 100
North Palm Beach, FL 33408

All notices and invoices to the CONTRACTOR shall be sent to the following address:

VANCE CONSTRUCTION COMPANY
7166 Interpace Rd. Riviera Beach, FL 33404

Article 21 Suspension of the Work and Termination of the Contract

- 21.1 If the Work is stopped for a period of more than thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, or because of an act of force majeure, such as an earthquake, floods, war or other act outside the control of CONTRACTOR, in any case through no act or fault of the CONTRACTOR or a subcontractor or their agents or employees or any of the persons performing any of the Work under a contract with the CONTRACTOR, or if the OWNER fails to make payment to the CONTRACTOR through no fault of the CONTRACTOR for a period of thirty (30) days, the CONTRACTOR may, upon seven additional days' written notice to the OWNER, terminate the Contract and recover from the OWNER payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.
- 21.2 If the CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the OWNER, after ten (10) days' written notice to the CONTRACTOR and without prejudice to any other remedy the OWNER may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. Alternatively, provided sufficient cause exists to justify such action, the OWNER may terminate the contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever method the OWNER may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor, but if such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Article 22 Miscellaneous Provisions

- 22.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event that it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 22.2 Changes made by the OWNER will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate

WITNESS:

VANCE CONSTRUCTION COMPANY,

By: _____

State of Florida
County of Palm Beach

On this the ____ day of _____ 200__, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), _____ (title), of _____, a Florida corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

- Personally known to me, or
- Produced identification:

(type of identification produced)

**TOWN OF LAKE PARK
UNILATERAL PAYMENT**

PROJECT DESCRIPTION:

Page 1 of 1

Contract No: _____

Date of Contract: _____

The above shall be referred to as the "Contract".

PAYMENT INFORMATION:

On or about the ____ day of _____, 200_, the Town of Lake Park determined that the Contractor is due additional sums of money for work performed under the Contract and on the project described above, and the Town has elected to make payment to the Contractor pursuant to the Contract as set forth and itemized below:

DESCRIPTION OF EACH ITEM OF WORK

AMOUNT

Revised Plan Sheet

Number(s): _____

Granted Time (Due to delays to controlling items of work shown on approved work schedule): _____

Reason(s) for Granted

Time: _____

-
1. The quantities to be paid shall be necessary to complete the Contract. The quantities so determined shall be paid at the unit prices stated above and on the attached sheet(s).
 2. This unilateral payment does not alter or change in any manner the force and effect of the original Contract Documents, including previous amendments thereto, except insofar as the same is altered and amended by this document.
 3. By acceptance of this unilateral payment the Contractor does not waive any rights the Contractor may have against the Owner for payment of any additional sums the Contractor claims are due for the described work.
 4. All sums paid by the Owner hereunder shall be credited against the sums that may be due the Contractor for the itemized work described above in the amounts set forth above. The Contractor shall apply the payment made hereunder to the items described above and in the amount shown above.

Approved By: _____

Amount this Payment \$ _____

Print Name and Title

Executed By: _____

Date of Funds Approval: _____

**CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE OF LIEN
STATE OF FLORIDA
COUNTY OF PALM BEACH**

CONTRACT NO. _____

BEFORE ME, the undersigned authority personally appeared _____, who after being sworn by me first duly sworn, deposes and says that:

1. He/She is _____ (Title), of _____ (Company) doing business in the State of Florida, (hereinafter called "Contractor").
2. Contractor, pursuant to Contract dated _____, (hereinafter referred to as "Contract") with TOWN OF LAKE PARK, (hereinafter referred to as "OWNER"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the Contract.
3. Contractor represents that all work to be performed under the Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full.
4. The Contractor, for and in consideration of final payment in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the Contract.
5. The Contractor herein makes this Affidavit and Final Release of Lien for the express purpose of inducing Owner to make final disbursement and payment to the Contractor in the amount of \$ _____.
6. This Lien is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, Contractor expressly agrees to indemnify and save Owner harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the Contract.
7. To the best of the Contractor's knowledge and belief, the following is a list of all employed under this Contract who have filed a Notice to Owner with the Town of Lake Park.

	NAME	ADDRESS	AMOUNT DUE
1.			
2.			
3.			
4.			

(Attached a separate sheet if necessary)

The Contractor herein does hereby represent that he has authority to execute a full and final release of lien for and in behalf of the Contractor as set forth above.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 200__.

(Notary Public)
My Commission Expires: _____

PROJECT:
CONTRACTOR:
CERTIFICATE OF FINAL ACCEPTANCE TOWN OF LAKE PARK
CONTRACTOR FOR:
CONTRACT DATE:
DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this contract has been reviewed and found to be complete. The Date of Final Acceptance of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Document.

BY

Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER

Date

**SUBCONTRACTOR'S, MATERIALMEN AND LABORER'S
FINAL WAIVER OF LIEN**

STATE OF FLORIDA
COUNTY OF PALM BEACH
CONTRACT NO. _____

WHEREAS, the undersigned, _____, has been heretofore employed by _____ to furnish certain services, materials and/or labor to the Town of Lake Park on property located at: _____

NOW, THEREFORE, the undersigned, for a good and valuable consideration of _____ dollars, the receipt of which is hereby acknowledged, hereby and now waives unto the TOWN OF LAKE PARK any and all lien, right of lien or claim of whatsoever kind or character on the above described real estate, on account of any and all labor or material, or both, furnished for or incorporated into said real estate by the undersigned; and further certifies that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

The undersigned herein does hereby represent that he has authority to execute this Final Release of Lien.

Signed, sealed and delivered this _____ day of _____, 2008.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 2008

(Notary Seal)

(Notary Public)
My Commission Expires: _____

Date: _____

Signature: _____

TAB 5

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

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <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"/> APPROVAL OF ITEM

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Award Contract for Replacement of Selected Sidewalk Slabs to S&F Construction Utilizing Palm Beach County School Board Bid #03C-75A for a Total Cost of \$19,756.25.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *W. Davis* Date: *12/14/07*

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Public Works</p>	Costs: \$19,756.25 Funding Source: (Street and Roads contractual services) Acct. # 190-53000	Attachments: <p style="text-align: center;">See attached memo and quote.</p>
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <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:
 See attached quote and memo

MEMORANDUM

TO: Mayor and Town of Lake Park Commission
FROM: Chuck Jerris, Public Works Director
DATE: December 12, 2007
RE: Request for approval to use S&F Construction to replace 295 lineal feet of selected sidewalks within the Town of Lake Park at a cost of \$19,756.25 utilizing the Palm Beach County School Board bid to award this work.

The Town of Lake Park Public Works Department is requesting Commission approval to use S&F Construction, through use of the Palm Beach County School Board's bid #03C-75A to provide excavation and replacement of approximately 59 sidewalk slabs or "flags" (for a total of 295 lineal feet) within the Town of Lake Park. This is a budgeted line item, under Streets and Roads contractual services.

The following list identifies those sidewalk slabs scheduled for replacement at this time:

Adjacent to Address:	Number of "flags": (5 ft. wide by 5 ft. long)	Thickness:
822 Laurel (property entry)	12 flags 2 flags	4 inches thick 6 inches thick
406 Federal Highway (property entry)	4 flags	6 inches thick
704 W. Kalmia	3 flags	4 inches thick
705 W. Jasmine (property entry)	3 flags	6 inches thick
Ball field: West side of 7 th Street	13 flags	6 inches thick
South side at Bayberry	14 flags	6 inches thick
East side of 6 th Street	8 flags	6 inches thick

It is the recommendation of the Public Works Department that the Commission approve S&F Construction, utilizing the Palm Beach County School Board bid #03C-75A to award replacement of the above sidewalks for a total quoted price of \$19,756.25.



CONSTRUCTION

INCORPORATED

2180 S.E. 1st Street • Boynton Beach, FL 33435 • (561) 737-4175 • Fax (561) 369-1445

PROPOSAL SUBMITTED TO: Town of Lake Park	CELL: 722-9379 FAX: 881-3349	DATE: 11/29/2007 ATTN: Mr. Howard Butts
STREET 650 Old Dixie Highway	JOB NAME Replace city sidewalks REVISED	
CITY, STATE, ZIP CODE Lake Park, FL 33403	LOCATION Park and residential streets	

We hereby submit specifications and estimates for: **Concrete Services Contract 03C-75A**

ZONE 1				
NO.	DESCRIPTION FLATWORK	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Excavate and stockpile	10.00 cy	\$10.00 cy	\$100.00
2	Fine grade	1,525.00 sf	\$2.50 sf	\$3,812.50
3	Concrete 2500 PSI regular finish and place	30.00 cy	\$125.00 cy	\$3,750.00
4	Light broom finish	1,525.00 sf	\$0.35 sf	\$533.75
5	Vapor barrier	0.00 sf	\$0.06 sf	\$0.00
6	6 x 6, 10/10 W.W.F. furnish and place	0.00 sf	\$0.20 sf	\$0.00
7	Reinforcing, steel grade 60, furnish and place	0.00 lb	\$0.50 lb	\$0.00
8	Formwork, 4" thick	0.00 lf	\$4.00 lf	\$0.00
9	Formwork, 6" thick	610.00 lf	\$4.50 lf	\$2,745.00
10	Cost per lineal foot for temporary fencing	230.00 lf	\$8.00 lf	\$1,840.00
11	Cost per cubic yard for backfill	0.00 cy	\$15.00 cy	\$0.00
12	Cost for furnishing / installation of sod	1,350.00 sf	\$0.50 sf	\$675.00
13	Concrete, each 500 PSI increase over 2500 PSI	30.00 cy	\$3.00 cy	\$90.00
14	Concrete, increase for pump mix	0.00 cy	\$15.00 cy	\$0.00
15	Pump, concrete for placing pump mix	0.00 hr	\$100.00 hr	\$0.00
16	Header curb, type C, furnish and install	0.00 lf	\$24.00 lf	\$0.00
17	Hourly labor rate(demo, disposal, bricks, fiber mesh, painting)	138.00 hr	\$45.00 hr	\$6,210.00
Total Expenditure:				\$19,756.25

We propose hereby to furnish material and labor – complete in accordance with above specification, for the sum of:
 Nineteen thousand seven hundred fifty six and 25/100 (\$19,756.25)

Payment to be made as follows:

Invoice to be submitted upon completion; payment within thirty days

Authorized Signature Jim Dord (President)

Term Contract To: 06/09/08

TAB 6

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

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|---|---|
| <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

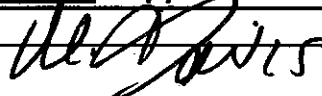
<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Notification of Emergency Purchase Order to Construct a Plywood and Carpet Covering for the Brick Paver Walkway Adjacent to the Seawall at the Marina

RECOMMENDED MOTION/ACTION: Approve as Confirmation Emergency Award

Approved by Town Manager  Date: 12/10/07

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 53,666.74 Funding Source: General Fund Cash Reserves Acct. # _____	Attachments: Quotations
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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: In order to ensure the safety of the public, the Town Manager requested the assistance of the Town's marine engineer to prepare plans to install a

temporary safety barrier to cover the paver walkway adjacent to the seawall at the marina until permanent repairs can be made. Staff obtained 2 quotes, with the lowest quote being \$49,000 (copies attached). Due to the urgency of the situation, it was necessary to perform this work on an emergency basis and provide the Commission with notice of the expenditure after the fact. This work has been properly permitted and will be monitored and inspected for quality control by Marine Engineer Robert Cutcher.

It should be noted that staff opted to purchase the material directly, which saved \$1,433.26 in sales tax.

MIROMA, Inc.

11369 167th Place N. Jupiter, Fl. 33478 Phone: (561) 745-4808 Fax: (561) 748-6730

TOWN OF LAKE PARK c/o Hoa
561 881-3303 F 881-3314
CRUTCHER ASSOCIATES
561 748-6745 F 748-6865

LAKE PARK MARINA
PLYWOOD WALKWAY

LAKE PARK, FL.

LAK-001C
12-08-07

MIROMA INC. Hereby proposes to perform the labor and supply the materials necessary for the completion of work indicated herein and described in plans drawn by CRUTCHER ASSOCIATES and dated 11-14-07. Work will be performed for the sum of ...

		tax	total
Total contract amount	55100.00	0.00	55100.00
Direct purchase lumber # 7501633	9986.48	649.13	10635.61
Direct purchase carpet # 343794	11362.00	738.53	12100.53
Direct purchase Tap-cons # 1512	701.55	45.60	747.15
Contract balance			31616.71

RECEIVED

PLYWOOD WALKWAY

Included:

- Permit
- Supply and install plywood walkway and outdoor carpet
- Protect areas from pedestrian traffic during construction
- Lumber (plywood to be PT)
- Carpet to be 'Turf' type
- Hardware (Tap cons, nails, screws, etc.)
- Clean-up, trash removal

\$1,433.26

(we are saving)

DEC 7 2007

*Town Of Lake Park
Office Of Town Manager*

Not Included:

- Paver repair
- Walkway removal

Extra work will be charged at \$50.00/hour, plus material.
Owner to supply all materials not specifically listed above.

All materials to be as specified and the work to be performed in a workmanlike manner in accordance with the specifications listed above. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate.

PAYMENTS to be made on a bi-weekly draw basis in accordance with work completed and materials supplied. Complete and final is payment due within thirty days of job completion.

ACCEPTANCE OF PROPOSAL

The stated prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____

This proposal may be withdrawn if not accepted within 30 days.

Mr. Davis 12/7/07



R & R Tool Company

1202 South Congress
West Palm Beach, Florida 33406
(561) 439-3846 Fax 439-3860

215 - A Jupiter St.
Jupiter, Florida 33458
(561) 743-4393 Fax 743-4356



Page 1 **ESTIMATE** REFERENCE # **000001512**

SPECIAL: TIME: 09:12:07
INSTR: SHIP: 12/07/07
SALESMAN: MIKE SWEENEY NUMBER: 5 ACCTSP: ORDERED BY: mike INVOICE: 01/10/08
DUE DATE: F:cs658

SOLD TO: MIROMA INC. 11369 167TH PLACE NORTH JUPITER, F 33478
SHP: (561) 745-4808 TO: MIROMA INC.

CUSTOMER NO.: 0001744 JOB: CUSTOMER PO.: PUR: SHIP VIA: Customer Pickup

QTY.	UNIT	ITEM NUMBER	ITEM DESCRIPTION	PRICE	C	EXTENSION
45.00	EA	4214H	TAP CON 1/4X2 1/4 H BOX100	10.59	M	476.55
4500.00	EA	-99	1/4 washers	0.05	M	225.00

R&R TOOL THANKS YOU VERY MUCH FOR YOUR BUSINESS. PLEASE DO NOT FORGET THAT YOUR PAYMENTS ARE DUE ON THE 10TH OF EACH MONTH. PLEASE MAKE YOUR PAYMENTS ON TIME!!!

QUOTE EXPIRES 06/04/2008

Tax #	L90 95CENTS	SALES TOTAL	\$701.55
FREIGHT	0.00	MISC + FRGT	0.00
TAXABLE TOTAL	701.55	SALES TAX	45.60
NON-TAXABLE TOTAL	0.00	TOTAL	\$747.15

TERMS: MONTHLY PAYMENT DATE IS LAST DAY OF MONTH. ANY CHARGES OR PAYMENTS MADE AFTER CLOSING DATE WILL BE CHARGED WITH INTEREST. ALL CHARGES ARE DUE AND PAYABLE BY 10TH OF NEXT MONTH. PLEASE PRINT CLEARLY OR TYPE. ANY ADDITIONAL INFO BY THIS DATE IS ENCOURAGED. R & R TOOL JUPITER LLC



SINCE 1893
P.O. BOX 428
WEST PALM BEACH, FLORIDA 33402-0428

WEBSITE: www.lainhart.com
E-MAIL: sales@lainhart.com

SALES OFFICES:

West Palm Beach
715 25th Street
Phone: 561-832-5541
Fax: 561-835-0247

Jupiter
100 North Old Dixie Highway
Phone: 561-746-4811
Fax: 561-746-8809

BOOKKEEPING:

715 25th Street, West Palm Beach,
Phone: 561-832-5541
Fax: 561-659-6871

UP FILE



Printed By _____ Slugging Area _____

DELIVERY INSTRUCTIONS

ESTIMATE

MATERIAL SAFETY DATA SHEETS AVAILABLE UPON REQUEST

DELIVER PICK-UP MKN TLE WED CAL FRI SAT SUN CASH CREDIT CARD

OK TO LEAVE YES NO OK TO DUMP YES NO HELP ON JOB YES NO ON JOB UNTIL _____ CHECKED BY _____ DELIVERED BY _____

Type of Invoice ESTIMATE INVOICE

Store Name **JUPITER**

**** PRICES SUBJECT TO CHANGE ****
******* WITHOUT NOTICE *******

SOLD TO: **MIROMA, INC.**
11369 - 167TH PLACE N.
JUPITER, FL 33478

JOB NAME **LAKE PARK MARINA**
ADDRESS **LAKE PARK, FL**
TOWN **MICHAEL GEDSHEGAN**

SHIP TO: (SAME AS SOLD TO UNLESS NOTED BELOW)

Customer Code	Order No.	Term	INVOICE NUMBER	Invoice Date	State No.	Shipment	L.P.P. NO.
MIROMA	10:08	7501633	112907	2	9		091202



Page # 1

Tax Exempt Number _____ Customer Purchase Order Number _____

Ordered By **Paul A. Fitzgerald** Job Phone Number **745-4808** Salesperson _____

ITEM NUMBER	QUAN	ORD	QUAN	SHIP'D	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
SPERAME	476	1	476	1	19/32X4X8 CCA TREATED .25 CDX.	476.000	20.980EA	9986.48
PFTU	1	1	1	1	THANKS PAUL FITZGERALD 262-6287 SPECIAL ORDER ITEMS CANNOT BE CHANGED, CANCELLED, OR RETURNED. SIGNATURE	1.0000	0.001EA	0.00

RECEIVED IN GOOD ORDER

SIGN: _____

TOTAL LESS DEPOSIT	TOTAL LESS DEPOSIT	TOTAL LESS DEPOSIT
SUB-TOTAL	TAX %	TOTAL AMOUNT
9986.48	6.500	10635.61
649.13		

IMPORTANT: I AGREE TO TERMS, CONDITIONS AND FINANCE CHARGES ON REVERSE SIDE

RETURNS SUBJECT TO RESTOCKING CHARGE

QUOTE

Store 0274 JUPITER
 1694 W INDIANTOWN RD
 JUPITER, FL 33458

Phone: (561) 747-6561
 Contact Center: (800) 908-9105
 Salesperson: JAM554
 Reviewer:

QUOTE

2007-12-07 08:52
 Prices Valid Thru: 12/14/2007

Name: **GEOGHEGAN** Home Phone: **(561) 745-4808**
MIKE & ROBIN
 Address: **11369 167TH PLACE NORTH** Work Phone: **(561) 262-6327**
 City: **JUPITER** Company Name:
 State: **FL** Zip: **33478** Job Description: **CARPET**
 County: **PALM BEACH**

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers.

CUSTOMER PICKUP #1

REF #W02 SKU #515-694 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UNIT	SY	DESCRIPTION	PRICE	EXTENSION
R01	925-845	2,600.00	SY	12'	VANTAGE - IVY	\$4.37	\$11,362.00*
MERCHANDISE TOTAL							\$11,362.00
END OF CUSTOMER PICKUP - REF #W02							

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	\$11,362.00
SALES TAX	\$738.53
TOTAL	\$12,100.53
BALANCE DUE	\$12,100.53

END OF ORDER No. 0274-343794

NOT VALID FOR NORMAL MERCHANDISE

No. 0274-343794

* Indicates item markdown

MIROMA, Inc.

11369 167th Place N. Jupiter, Fl. 33478

Phone: (561) 745-4808 Fax: (561) 748-6730

TOWN OF LAKE PARK c/o Hoa
561 881-3303 F 881-3314
CRUTCHER ASSOCIATES
561 748-6745 F 748-6865

LAKE PARK MARINA
PLYWOOD WALKWAY

LAK-001B
12-04-07

LAKE PARK, FL.

MIROMA INC. Hereby proposes to perform the labor and supply the materials necessary for the completion of work indicated herein and described in plans drawn by CRUTCHER ASSOCIATES and dated 11-14-07. Work will be performed for the sum of ...

Carpet	Cost difference	Total job cost
# 1 Outdoor Living	Included in base price	\$49,000
# 2 Beaulieu	+ \$6,100	\$ 55,100
# 3 Shaw	+ \$19,200	\$ 68,200

PLYWOOD WALKWAY

Included:

- Permit
- Supply and install plywood walkway and outdoor carpet
- Protect areas from pedestrian traffic during construction
- Lumber (plywood to be PT)
- Carpet to be 'Turf' type
- Hardware (Tap cons, nails, screws, etc.)
- Clean-up, trash removal

Not Included:

- Paver repair
- Walkway removal

Extra work will be charged at \$50.00/hour, plus material.
Owner to supply all materials not specifically listed above.

All materials to be as specified and the work to be performed in a workmanlike manner in accordance with the specifications listed above. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate.

PAYMENTS to be made on a bi-weekly draw basis in accordance with work completed and materials supplied. Complete and final is payment due within thirty days of job completion.

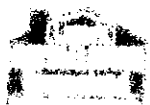
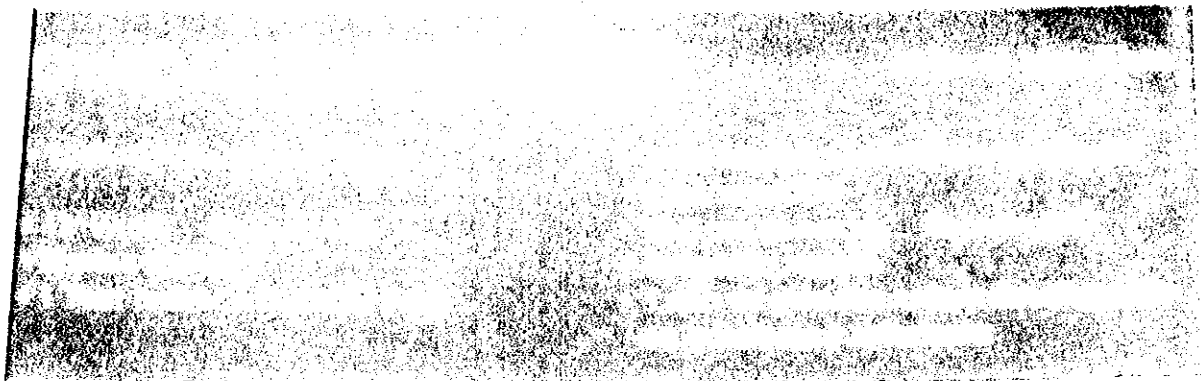
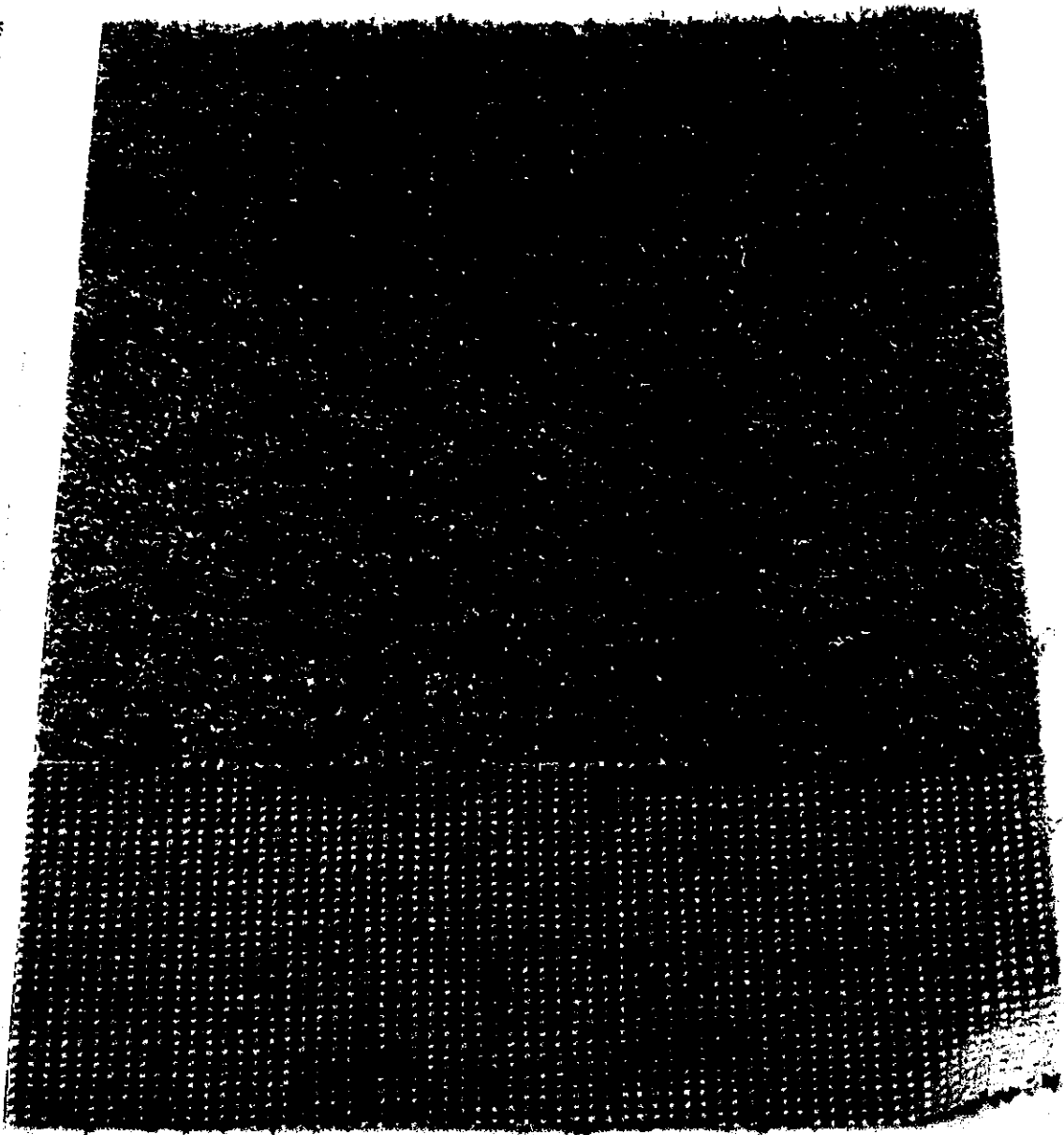
ACCEPTANCE OF PROPOSAL

The stated prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____

This proposal may be withdrawn if not accepted within 30 days.

2 Beaulieu
vantage
12/04/07
Hoa



7

...

Beaulieu of America 202000

Vantage #T27

Home Depot Style Name	Home Depot Style #	Mill Style Name	Mill Style #
Vantage	#T27		00371

Revised Date: August 8, 2002

Regions: All

Key Selling Points:

- 100% UV Olefin
- Withstands all weather conditions
- For use Outdoors or Indoors
- Resists Stains, Mold and Mildew
- Great for Gazebos, Pool Areas, Patios and Balconies

Specifications:

- Type of Carpet - Cut Pile Grass
- Face Weight - 16 oz.
- Pattern Repeat - N/A
- Width - 6 & 12 Ft.
- Density - 2,400
- Yarn Twist - N/A
- Tuft Bind - N/A
- PAR Rating - N/A

Warranty Information:

- 5 Year Limited Indoor Wear/Fade Warranty
- 3 Year Limited Outdoor Wear/Fade Warranty

Sample Types: Roll Bar

of Colors: 1

Seq. #	Color Name & #	Seq. #	Color Name & #	Seq. #	Color Name & #	Seq. #	Color Name & #
	2700-Ivy Green		6' SKU#925-837				
			12' SKU# 925-845				
	2721 Almond		6' SKU#602-161				

*Attn:
Patrick*

#2



From porches to patios and from poolside to dockside, indoor/outdoor products from Shaw reflect many of the latest and most sophisticated trends in carpet styling.

Inside Out

Outdoor Living with Indoor Style™

SHAW STAR ASSURANCE



A 3-Star Product

5-YEAR QUALITY ASSURANCE WARRANTY
This warranty certifies that your Shaw carpet will be free of manufacturing defects for a period of 5 years.

3-Year Indoor/Outdoor Fade Warranty
This carpet features a limited 3-year warranty covering failure due to ultraviolet light.

Display Sequence: 0
58632P01 1-4-2005

STYLE: CAPE MAY A/B 12' 54160
CAPE MAY MARINE 12' 54161
CAPE MAY MARINE 6' 54162

FLOOR: 60310 BERMUDA

FIBER: 100% HI UV STABILIZED POLYPROPYLENE FIBER

BACKING: POLYPROPYLENE & MARINE

WIDTH: 12'

#3

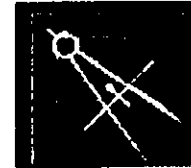
"Practical Solutions to Coastal and Waterfront Design Challenges"

26 November 2007

[03] PAGES TOTAL TRANSMISSION

FACSIMILE FROM :

BOB BERRY
CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
752 US Highway 1
Tequesta, Florida 33469
TELEPHONE: 561.748.6745
FACSIMILE : 561.748.6865
EMAIL: r.berry@cutcherassociates.com



RECEIVED

FACSIMILE TO:

Maria Davis / Hoa Hoang

NOV 26 2007

RE:

Marina Paver Covering

*Town Of Lake Park
Office Of Town Manager*

Good morning,

Attached please find two quotations from Miroma, Inc. for the marina paver covering. The first quote is for the project as specified in the drawings – using pressure treated plywood instead of using cheaper wood and applying a sealant to all sides.

The 2nd quotation (Alternate 1) is for using a galvanized steel strip with galvanized steel screws along both edges of the carpet / wood instead of wrapping the carpet underneath the wood and gluing it down. This allows the use of a 6 ft. roll of carpet – eliminating waste and cutting – resulting in an approximate \$5,000 savings.

They said they could start in two days and would require approximately 5-7 days to complete the work (6 man crew).

If there are any questions, please do not hesitate to contact us.

Thank you,

Bob Berry
Marine Engineer
Cutcher & Associates, Inc.
Email: r.berry@cutcherassociates.com

PLEASE CONTACT US IF THERE ARE ANY QUESTIONS / PROBLEMS WITH THIS TRANSMISSION.

MIROMA, Inc.

11369 167th Place N. Jupiter, FL 33478 Phone: (561) 745-4808 Fax: (561) 748-6730

CRUTCHER ASSOCIATES

LAKE PARK MARINA
PLYWOOD WALKWAY

LAK-001
11-26-07

561 748-6745 F 748-6865
Bob Barry

LAKE PARK, FL.

MIROMA INC. Hereby proposes to perform the labor and supply the materials necessary for the completion of work indicated herein and described in plans drawn by CRUTCHER ASSOCIATES and dated 11-14-07. Work will be performed for the sum of \$49,000.00.

PLYWOOD WALKWAY

Included:

- Permit
- Supply and install plywood walkway and outdoor carpet *
- Protect areas from pedestrian traffic during construction
- Lumber (plywood to be PT) *
- Carpet to be 'Turf' type
- Hardware (Tap cons, nails, screws, etc.) *
- Clean-up, trash removal

** per engineer's design & code .*

Not Included:

- Paver repair
- Walkway removal

Extra work will be charged at \$50.00/hour, plus material.
Owner to supply all materials not specifically listed above.

All materials to be as specified and the work to be performed in a workmanlike manner in accordance with the specifications listed above. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate.

PAYMENTS to be made on a bi-weekly draw basis in accordance with work completed and materials supplied. Complete and final is payment due within thirty days of job completion.

ACCEPTANCE OF PROPOSAL

The stated prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature *[Handwritten Signature]* Date *11/28/07*

This proposal may be withdrawn if not accepted within 30 days.

X

MIROMA, Inc.

11369 167th Place N. Jupiter, Fl. 33478

Phone: (561) 745-4808 Fax: (561) 748-6730

CRUTCHER ASSOCIATES

LAKE PARK MARINA
PLYWOOD WALKWAY

LAK-001A
11-26-07

561 748-6745 F 748-6865
Bob Barry

LAKE PARK, FL.

MIROMA INC. Hereby proposes to perform the labor and supply the materials necessary for the completion of work indicated herein and described in plans drawn by CRUTCHER ASSOCIATES and dated 11-14-07. Work will be performed for the sum of **ALT #1 \$44,200.00**. See sketch

PLYWOOD WALKWAY

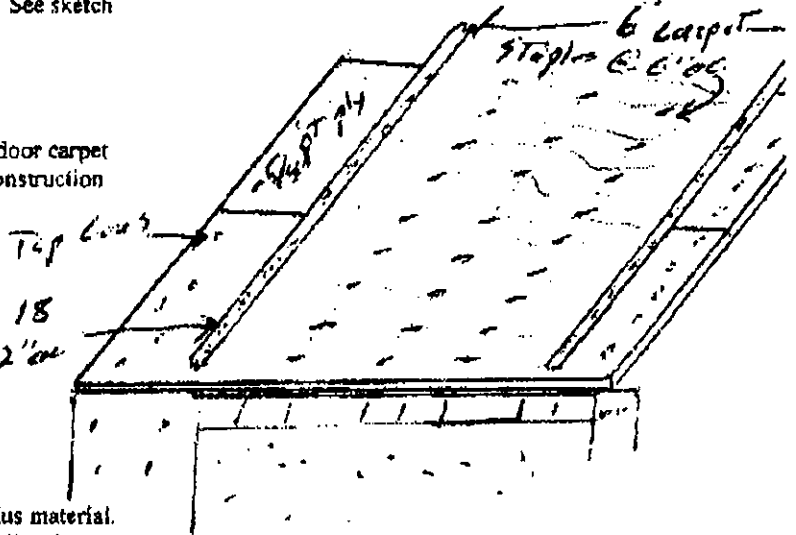
Included:

- Permit
- Supply and install plywood walkway and outdoor carpet
- Protect areas from pedestrian traffic during construction
- Lumber (plywood to be PT)
- Carpet to be 'Turf' type
- Hardware (Tap cons, nails, screws, etc.)
- Clean-up, trash removal

Not Included:

- Paver repair
- Walkway removal

*Singser 6x18
screws @ 12" on
on carpet edge*



Extra work will be charged at \$50.00/hour, plus material.
Owner to supply all materials not specifically listed above.

All materials to be as specified and the work to be performed in a workmanlike manner in accordance with the specifications listed above. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate.

PAYMENTS to be made on a bi-weekly draw basis in accordance with work completed and materials supplied. Complete and final 15 payment due within thirty days of job completion.

ACCEPTANCE OF PROPOSAL

The stated prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____
This proposal may be withdrawn if not accepted within 30 days.

Browning & Becker Construction, Inc.

State Certified General Contractor License # CGC050930

3460 Fairlane Farms Road, Suite 5, Wellington, FL 33414 * Office 561-790-3224 * Fax 561-791-2440

Fax Cover Sheet

Date: November 27, 2007
To: Hoa Hoang – Town of Lake Park
Phone No.: 561-881-3345
Fax No.: 561-881-3314
Sent By: Jennie
Subject: Marina Seawall

Number of Pages (including this cover sheet): 3

Comments:

Give Jeff a call if you have any questions.

Browning & Becker Construction, Inc.

State Certified General Contractor

3460 Fairlane Farms Road * Suite 6 * Wellington, Florida 33414 * Office: 561-790-3224 * Fax: 561-791-2440

November 19, 2007

The Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403

64,650

Attention: Hoa Hoang

Regarding: Marina Seawall

Dear Hoa,

Browning & Becker Construction proposes to repair the marina seawall for the sum of \$64,650.00. This includes staining and sealing of plywood, transportation of plywood to the site, labor to attach indoor/outdoor carpet to plywood, labor and materials to install the plywood and a dumpster.

If this meets with your approval, please sign and return a copy of this proposal to our office.

If you have any questions please feel free to call our office.

Respectfully Submitted,

Jefferson M. Browning, President
JMB:jle

Accepted By: _____ Date: _____

Drowning & Becker Construction, Inc.

State Certified General Contractor License # CGC050930

3460 Fairlane Farms Road, Suite 5, Wellington, FL 33414 * Office 561-790-3224 * Fax 561-791-2440

Fax Cover Sheet

RECEIVED

NOV 19 2007

*Sumit Saha, Inc.
Office of Town Manager*

Date: November 19, 2007
To: Hoa Hoang – Town of Lake Park
Phone No.: 561-881-3345
Fax No.: 561-881-3314
Sent By: Jennie
Subject: Marina Seawall

Number of Pages (including this cover sheet): 1

Comments:

Give Jeff a call if you have any questions.

Browning & Becker Construction, Inc.

State Certified General Contractor License # CGC050930

3460 Fairlane Farms Road, Suite 5, Wellington, FL 33414 * Office 561-790-3224 * Fax 561-791-2440

November 27, 2007
 Town of Lake Park
 Marina Seawall Repairs Attachment
 Cost Comparison

Pressure Treated Plywood	\$21.45 +tax X 500 sheets =	\$11,370.00
CDX Plywood	\$15.50 + tax X 500 =	<u>\$ 8,215.00</u>
Difference		\$ 3,155.00
Remove Cost for Staining/Sealing		(\$4,000.00)
Remove transportation		<u>(\$ 600.00)</u>
Difference		(\$4,600.00)
Total Cost Savings if Pressure Treated Plywood is used		(\$1,445.55)

TAB 7

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

Meeting Date: December 19, 2007

Agenda Item No.

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

SUBJECT: Use CDBG funds for the Alleyway Project

RECOMMENDED MOTION/ACTION: Approve Resolution

Approved by Town Manager

W. Davis

Date:

12/10/07

Virginia Martin, Grants Writer
Name/Title

12/10/2007

Date of Actual Submittal

Originating Department: Grants	Costs: \$ 300,000 Funding Source: CRA Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <i>GM</i> _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required 2 Special Call CRA meetings in October for Alleyways Project	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>GM</i> Please initial one.

Summary Explanation/Background: The Town's CDBG funding will be used to help fund the alleyway project in the CRA area of the community, which also happens to coincide with the CDBG target area.

RESOLUTION NO. 93-12-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING ALL FUNDS ALLOCATED BY PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT TO THE TOWN OF LAKE PARK FROM CDBG FUNDS BE USED TOWARD THE ALLEYWAY IMPROVEMENT PROJECT.

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 Lake Park is an eligible entitlement community with a signed Interlocal Agreement with Palm Beach County; and

WHEREAS, the project falls under all three categories of eligible activities as defined by HUD, in as much as the Alleyway Improvement Project will:

- (1) benefit low and moderate income persons;
- (2) aid in the prevention or elimination of slum and blight; and
- (3) meet a community development need of particular urgency.

WHEREAS, the Alleyway Improvement Project lies entirely within the targeted area defined by Palm Beach County Housing and Community Development in its 2007-2008 Action Plan.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Commission authorizes and directs the Town Manager to sign the CDBG grant application;

SECTION 2. All funds derived from this grant will be used toward completion

of the Alleyway Improvement Project.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

TAB 8

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: Dec. 19, 2007

Agenda Item No.

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

SUBJECT: Amending Chapter 30 of the Code of Ordinances to add additional parking prohibitions and regulations to be consistent with the State Uniform Traffic Control Law

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

W. Davis

Date:

11/19/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>JB</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: During Implementation of the new citation system it was noticed that the existing prohibited parking regulations were deficient in many areas. For example, the prohibited parking section of the Code does not specifically prohibit parking on sidewalks. We have to cite the offender under the nuisance section. This is inefficient and needs to be corrected. We are adding language from the State Uniform Traffic Law to correct this situation.

**Town of Lake Park
Community Development Department**



Meeting Date: *November 28, 2007*
Memo Date: *November 13, 2007*

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Prohibited Parking Changes to the Code

In setting up the new Citation system we realized that the prohibited parking section was very deficient in specific prohibited parking regulations. As one example, parking on the sidewalk is not prohibited in the parking section (Chapter 30) of the Code. In order to cite someone for parking on the sidewalk we need to cite them under our nuisance section. This presents a conflict as the fine for a nuisance is \$100 and the preferred prohibited parking fine is \$50. To fix this it makes more sense to dovetail with the State Law and provide specific parking prohibitions as allowed by law. Some of the other areas of prohibited parking that are not mentioned in our code are parking within an intersection, on a crosswalk, in front of a public or private driveway, etc.

By adding the language of the State Uniform Traffic Law to our prohibited parking section we are providing clear and precise language stating what is prohibited. It takes it out of the nuisance section and puts it into the prohibited parking section where it belongs.

Patrick Sullivan, AICP, Director
Community Development Department
181 E. US 1
Lake Park, FL 32902
psullivan@lakeparkflorida.gov

ORDINANCE NO. 30-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 30, ENTITLED "TRAFFIC AND MOTOR VEHICLES", ARTICLE I, "IN GENERAL", SECTION 30-2 ENTITLED "PROHIBITED PARKING"; 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 traffic and motor vehicles, including parking regulations and offenses, which have been codified at Chapter 30, Article I, of the Code of Ordinances; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town and the public safety and general welfare of its residents, to amend the current parking regulations set forth in Section 30-2 of the Town Code, to prohibit parking in additional areas, which regulations will be consistent in part, with the provisions of the State Uniform Traffic Control Law pertaining to stopping, standing and parking of vehicles in specified places (i.e., Chapter 316, Section 315.1945, Fla. Stat.); and

WHEREAS, Town staff has recommended to the Town Commission that Code Sections 30-2 of Chapter 30, Article I, be amended to prohibit the parking of vehicles in specified places, such as on the sides of roadways and edges of curbs, on sidewalks, within intersections, on crosswalks, between safety zones and the adjacent curb, alongside street excavation or obstructions, on railroad

tracks, on bridges or elevated structures, within tunnels, on bike paths or exclusive bike lanes, and other areas as specified herein; and

WHEREAS, the Town Commission has reviewed the recommendations of the Town staff and has determined that amending Section 30-2 of Chapter 30, Article I, of the Town's Code of Ordinances is necessary to further the public health, safety and general welfare.

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. Chapter 30, Article I, Section 30-2 of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 30-2. Prohibited parking.

(a) *Streets and service alleys.*

- (1) The on-street parking on any portion of Park Avenue is strictly prohibited except in designated parking stalls or areas which are designated by town signage for the temporary stopping or standing of motor vehicles for the limited purpose of passenger drop-off and pick-up.
- (2) No parking shall be permitted on the 100 block of East Jasmine Drive, between the hours of 6:00 a.m. and 6:00 p.m., except Sundays and holidays.
- (3) No parking shall be permitted at any time within the 700, 800 and/or 900 block service alleys, except in designated parking stalls approved by the town commission.
- (4) No parking shall be permitted at any time along the eastern side of Miller Way.
- (5) No parking shall be permitted at any time along the eastern side of Reed Road.
- (6) No parking shall be permitted at any time along the eastern side of Brant Road.
- (7) No parking shall be permitted at any time along the eastern side of 12th Street.
- (8) No parking shall be permitted at any time along the eastern side of 13th Street.
- (9) No parking shall be permitted at any time along the eastern side of 14th Street.
- (10) No parking shall be permitted at any time along the eastern side of 15th Street.
- (11) No parking shall be permitted at any time along the southern side of Newman Road.
- (12) No parking shall be permitted at any time along the southern side of Kinetic Road.

- (13) No parking shall be permitted at any time on 10th Street between Park Avenue and Northlake Blvd.
- (14) No parking shall be permitted at any time on Watertower Road.
- (15) No parking shall be permitted at any time on Gateway Road.
- (16) No parking shall be permitted at any time on South Killian Drive.
- (17) No parking shall be permitted at any time on West Killian Drive.
- (18) No parking shall be permitted at any time on North Killian Drive.
- (19) No parking shall be permitted at any time on 10th Court.
- (20) Parking shall be permitted along 10th Street between Park Avenue and Silver Beach Road only in designated parking stalls or areas which are designated by town signage.

~~(b) Parks, street medians and swales.—~~

- ~~(1) No parking shall be permitted within public parks throughout the town except in designated parking areas.~~
- ~~(2) No parking shall be permitted at any time on public median areas such as those on Seminole Boulevard, Flagler Boulevard, Sixth Street and Date Palm Drive.~~
- ~~(3) No parking shall be permitted at any time in the swale area adjacent to a:

 - ~~a. Commercial site;~~
 - ~~b. Multifamily residential site other than a duplex; or~~
 - ~~c. Site on public property where posted by the town.~~~~
- ~~(4) No parking shall be permitted at any time in the swale area adjacent to any single family or duplex site within the one block area immediately west of U.S. Highway 1 between Palmetto Road on the north and Silver Beach Road on the south. In other residential areas, parking in the swale area adjacent to a single family or duplex site is prohibited between 8:00 a.m. and 6:00 p.m.~~

(b) Stopping, standing, or parking prohibited in specified places.

The definitions contained in Section 316.003, Fla. Stat., as amended from time to time, are incorporated herein by reference as if fully set forth herein, and shall be applicable to this section.

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police or law enforcement officer or official traffic control device, no person shall:

(a) Stop, stand, or park a vehicle:

- 1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- 2. On a sidewalk.
- 3. Within an intersection.
- 4. On a crosswalk.
- 5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the Department of Transportation indicates a different length by signs or markings.
- 6. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- 7. Upon any bridge or other elevated structure upon a highway.

8. On any railroad tracks.

9. At any place where official traffic control devices prohibit stopping.

(b) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

1. In front of a public or private driveway.

2. Within 15 feet of a fire hydrant.

3. Within 20 feet of a crosswalk at an intersection.

4. Within 30 feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.

5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when property signposted).

6. On an exclusive bicycle lane.

7. At any place where official traffic control devices prohibit standing.

(c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers:

1. Within 50 feet of the nearest rail of a railroad crossing unless the Department of Transportation establishes a different distance due to unusual circumstances.

2. At any place where official signs prohibit parking.

(2) No parking shall be permitted within public parks throughout the town except in designated parking areas.

(3) No parking shall be permitted at any time on public median areas such as those on Seminole Boulevard, Flagler Boulevard, Sixth Street and Date Palm Drive.

(4) No parking shall be permitted at any time in the swale area adjacent to a:

a. Commercial property or site;

b. Multifamily residential property or site other than a duplex; or

c. Site on public property where posted by the town.

(5) No parking shall be permitted at any time in the swale area adjacent to any single family or duplex site within the one block area immediately west of U.S. Highway 1 between Palmetto Road on the north and Silver Beach Road on the south. In other residential areas, parking in the swale area adjacent to a single-family or duplex site is prohibited between 8:00 a.m. and 6:00 p.m.

(6) No person shall move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb at a distance which is unlawful.

(7) A law enforcement officer, parking enforcement specialist, or a code enforcement officer who discovers a vehicle parked in violation of this section or other municipal or county ordinance may:

(a) Issue a citation or ticket in a form supplied by the Town of Lake Park to (as applicable under the circumstances) the driver, the private property owner, or to the owner of the vehicle; or

(b) In the event the vehicle is unattended, the enforcing officer may attach the citation or ticket to the vehicle in a conspicuous place.

(8) Any person who is issued parking ticket or citation by a law enforcement officer, parking enforcement specialist, or a code enforcement officer is deemed to be charged with a non-criminal violation and shall comply with the directions on the citation or ticket. If payment is not received or a response to the citation or ticket is not made within the time period specified thereon, the registered owner of the vehicle or other person that was cited, shall comply with the notice of hearing requirements on the citation and appear before the town's special magistrate on the date and at the time specified on the citation or ticket.

(9) Any person who elects to appear before the town's special magistrate to present evidence waives his or her right to pay the civil penalty provisions of the citation or ticket. The special magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed the fine amount designated by Town resolution, plus hearing and administrative costs. Any person who fails to pay the civil penalty within the time allowed by the special magistrate is deemed to have been convicted of a parking citation/ticket violation, and the town may take appropriate measures to enforce collection of the fine.

(c) *Exemptions.* The provisions of this section shall not apply to:

- (1) Emergency vehicles such as police, fire or emergency medical vehicles;
- (2) Vehicles of school crossing guards while on duty and parked adjacent to a school crossing; and
- (3) Vehicles involved in servicing utility and infrastructure facilities such as roads, traffic signaling, water, sewer, electric, cable television and telephone services.
- (4) In industrial areas with the exception of Watertower Road and 10th Street between Park Ave and Northlake Blvd delivery trucks with six wheels or more may stand or park for the sole purpose of loading, unloading or waiting to access an off-street loading area. All such delivery trucks shall be attended while they stand or park. At no time shall a waiting truck block access to any driveway or limit the free flow of traffic along the street.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

TAB 9

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

Meeting Date: December 19, 2007

Agenda Item No.

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

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

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

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney KER 1120507 <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>W</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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 <i>PN</i> OR Not applicable in this case _____ Please initial one.

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

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



**Town of Lake Park
Community Development Department**

Date: 12-06-07

To: TOWN COMMISSION

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

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

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

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

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

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

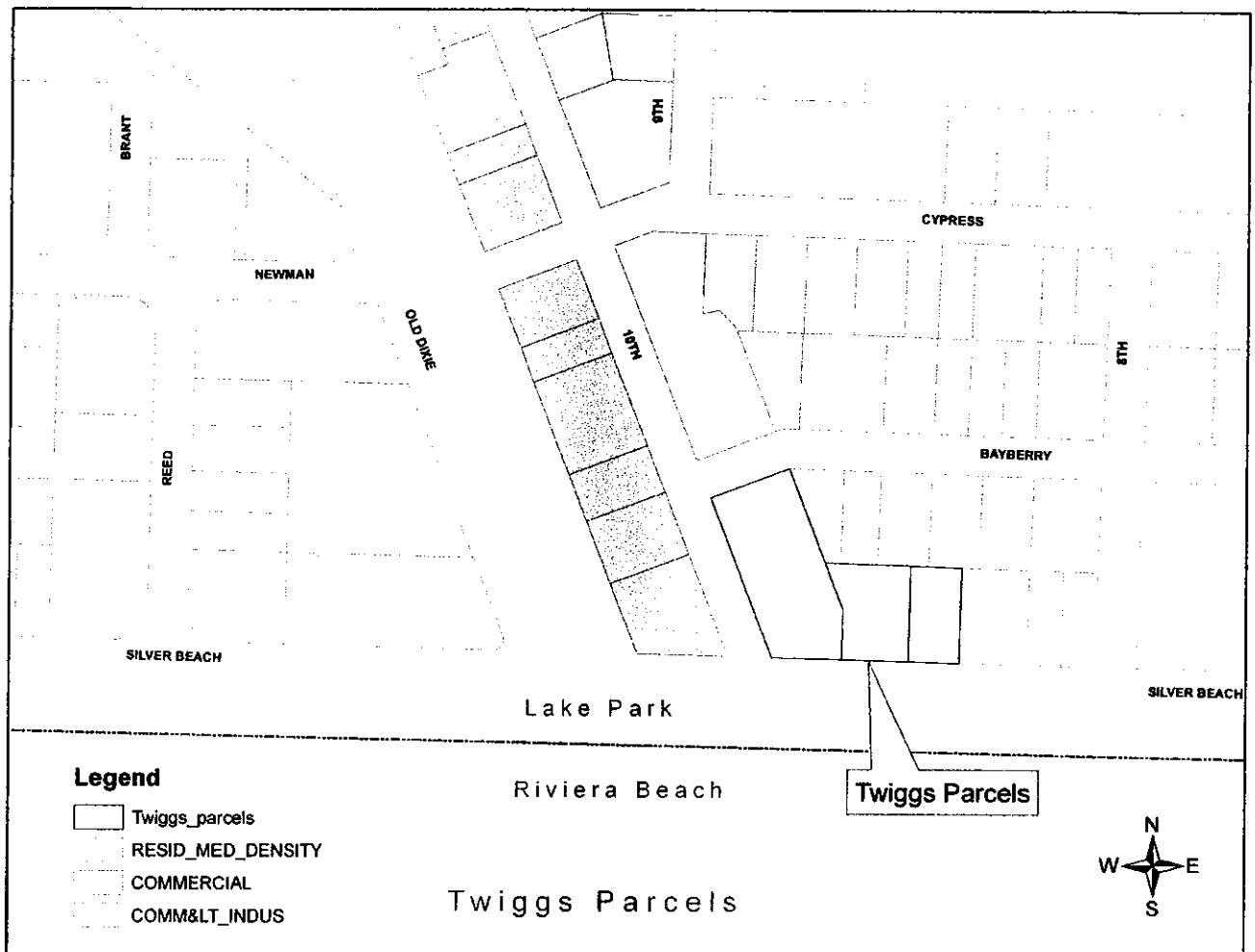
development orders for the further development of the property as a commercial use under the current Comprehensive Plan.

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

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

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

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





THE TOWN OF LAKE PARK

APPLICATION FOR LAND USE AMENDMENT

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

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

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

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

GENERAL INFORMATION ABOUT PROPERTY AND REQUEST

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

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

- 7. Specific information on requested zoning change.
 - Map showing property subject to this application
 - List of Names and mailing address of property owners within 300 feet to the property subject to this application
 - Notarized affidavit of owner authorizing applicant to act as his/her agent to submit application for rezoning.

- 8. Applicant's statement of explanation needs and reasons for the requested changes:
As the Town of Lake Park's Land Use designation in the Comprehensive Plan is in conflict with the Towns Zoning Code it requires an amendment from residential to commercial to allow the applicant to convert an existing 4 unit residential building into a Child Care Facility in accordance with the present Zoning Code.
- 9. Applicant's response to the following: (Attach additional sheets as necessary)

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

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

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

N.A.

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

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

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

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

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

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

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

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

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

THE REQUESTED CHANGE WILL NOT ADVERSELY IMPACT PUBLIC SAFETY.

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

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

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

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

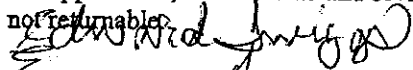

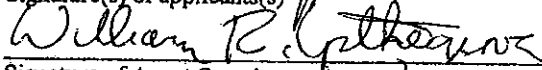
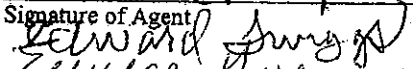
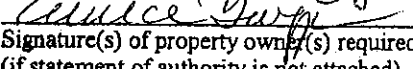
THE CURRENT LAND USE CATEGORY ALLOWS RESIDENTIAL USES, WHICH, BY ZONING, PERMITS CHILD CARE USE. HOWEVER THE LAND USE DESIGNATION DOES NOT ALLOW ANY COMMERCIAL USE IN RESIDENTIAL AREAS. THIS CONFLICT PREVENTS THE CHILD CARE USE ALLOWED UNDER R-2 ZONING. THE APPLICANT HAS SPENT CONSIDERABLE TIME (OVER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

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

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

Required Signatures

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

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

OCT 11 2007

Consent Form from Owner and Designation of Authorized Agent:

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting A LAND USE AMENDMENT in the Town of Lark Park, Florida.
3. That he/she has appointed WILLIAM R. UPTHEGROVE to act as authorized on his/her behalf to accomplish the above project.

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

Edward Twiggs
Signature of Owner

EDWARD TWIGGS, PRESIDENT
By: Name/Title

704 SUMMERWINDS LANE
Street Address

JUPITER, FLORIDA 33458
City, State, Zip code

P.O. Box

City, State, Zip code

561/747 5880
Telephone Number

561/744 6316
Fax Number

Email Address

Sworn and subscribed before me this 6th day of October, 2007.



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

Eunice L Twigg
Notary Public

My Commission expires:

Sept. 23, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Affairs for its review; and

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION for Twiggs Learning Center

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

Exhibit B

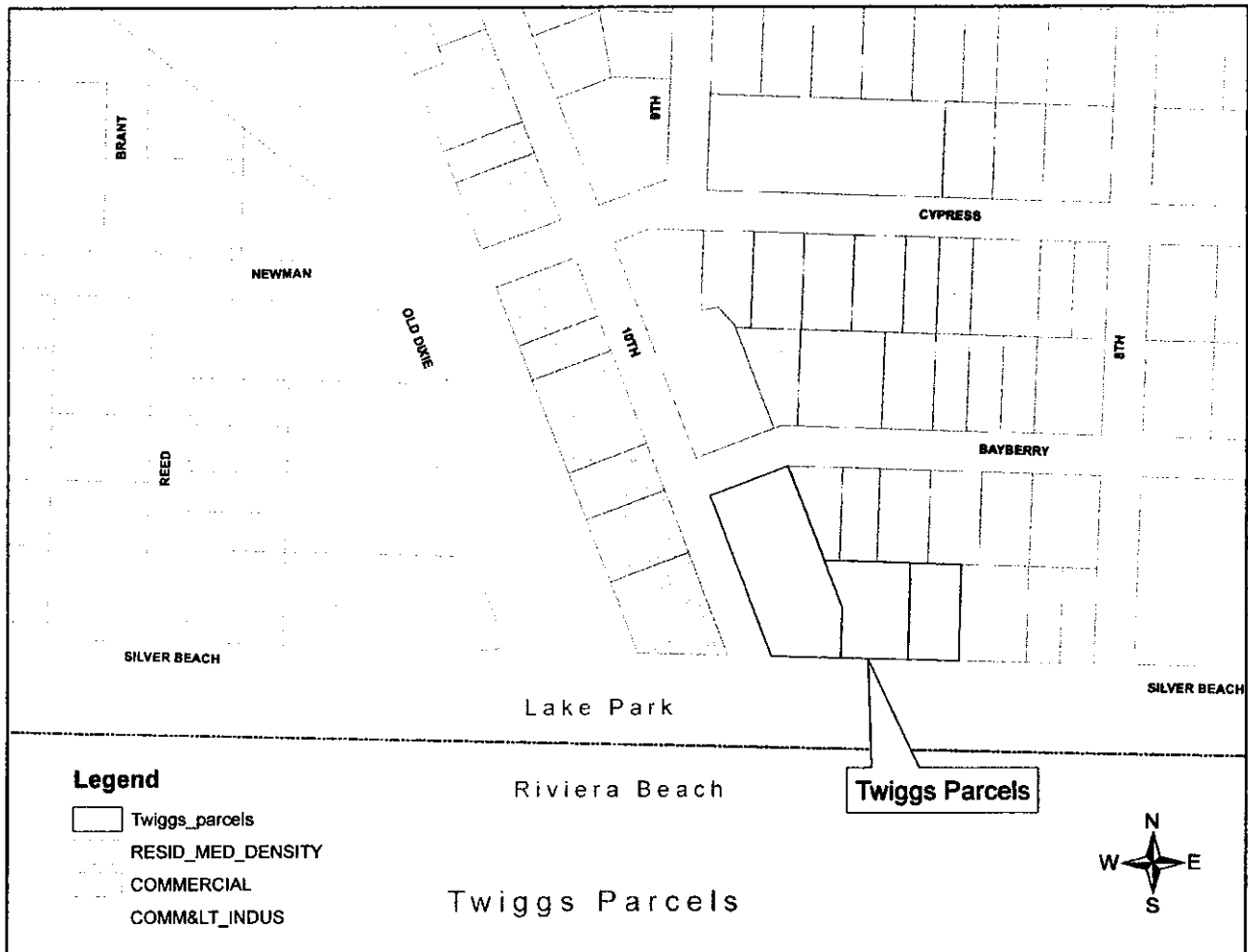
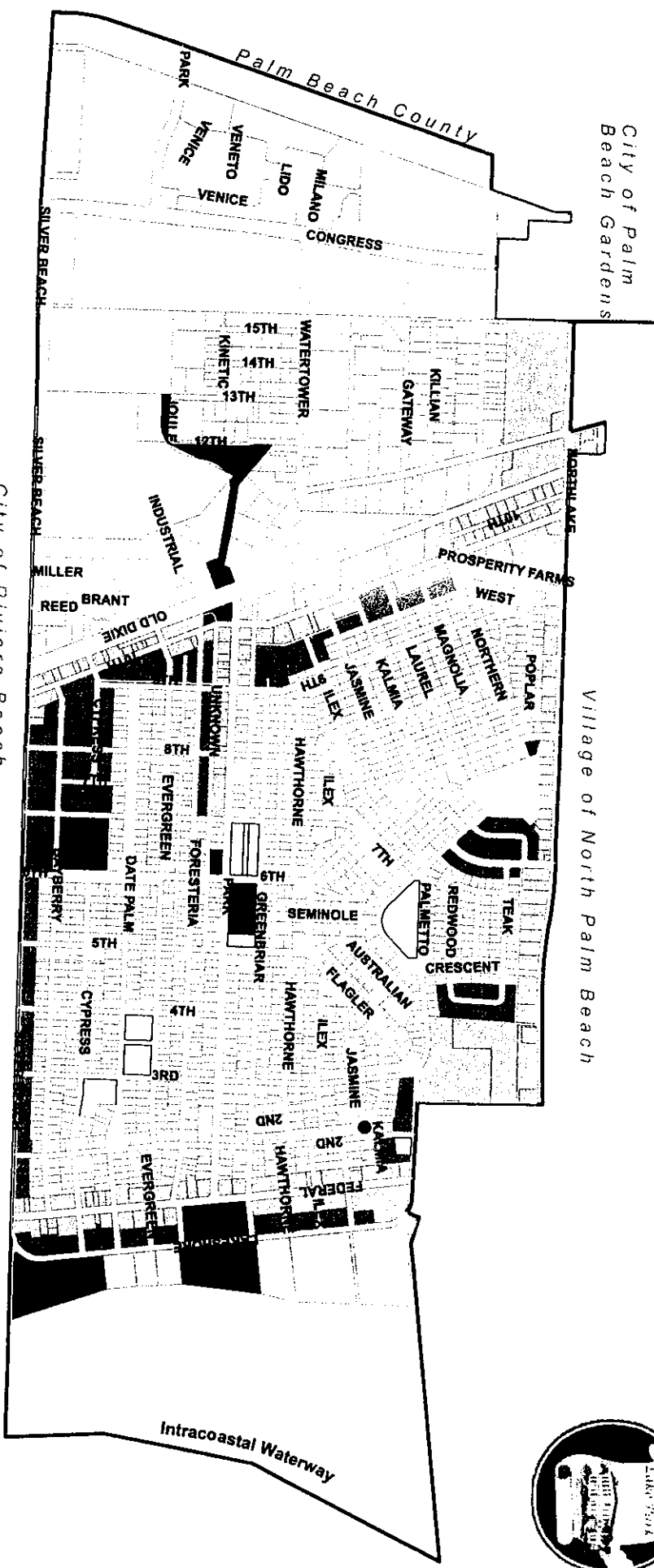
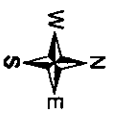


Figure "1"

Present Lake Park Future Land Use Map 2007



- Legend**
- | | | | | | |
|--|-------------------|--|--------------------|--|--------------------|
| | COMM<_INDUSCopy | | COMM<_INDUSCopy | | COMM<_INDUSCopy |
| | RESID&COMMERCIAL | | RECREATION | | RESID_HIGH_DENSITY |
| | COMMERCIAL | | OTHER_PUB_FACILITY | | RESID_LOW_DENSITY |
| | | | PUBLIC_BLDG_GNDS | | RESID_MED_DENSITY |
| | | | | | Lake_Park_Boundary |



City of Palm Beach Gardens
 Planning Department
 1000 S. Dixie Highway
 Palm Beach Gardens, FL 33418
 Phone: 561-241-3716 Fax: 561-241-3717
 Website: www.palmbeachgardens.com

December 11, 2007

TAB 10

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

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

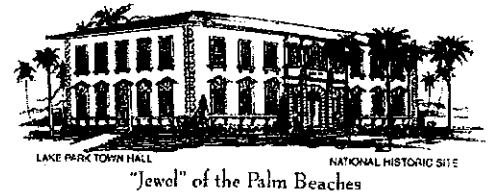
RECOMMENDED MOTION/ACTION: Motion to approve Ordinance on first reading.

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

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney KER120707 <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input checked="" 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: Tra Nguyen ("Applicant"), is the owner of the real property located at 524 Northlake Blvd., and has submitted an Application for a Zoning Code text amendment to add "instructional studios" as a permitted use in the C-1 business zoning district in Town Code Section 78-71, and to add a definition of "instructional studio" to Code Section 78-2 to instructional studio type uses that would include, but not be limited to, martial arts, dance, yoga, health & exercise studio, dance, music, photography, etc. These uses are currently not allowed in the C-1 district. **Staff recommends approval.**

**Town of Lake Park
Community Development Department**



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

Patrick Sullivan, AICP, Director

To: **Town Commission**

Re: **Code Text Change**

Applicant: Tra Nguyen

Address: 524 Northlake Boulevard, Lake Park, 33406

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

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

SUMMARY

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

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

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

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

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

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

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

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

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

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

(from the NBOZ)

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

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

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

CONCLUSION AND RECOMMENDATION

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

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

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

(1)

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

Definition:

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



COMMUNITY
NOV 13 2007
BY: [Signature]

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

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

General Information

General description of request (include name of project or development): Addition of Studios
dance, Karate, martial arts, etc. Schools to C1 zoning

Applicant Information

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

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

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

Agent Information

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

Agent: ASA KENNA Name of Fire: _____
Address: 5220 Hood Rd Suite 100 City: Palm Beach Gardens State: FL Zip: 33418
Phone: 561 627 1500 Fax: 627 1958 E-Mail: akenna@fgcre.com

Required Information

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

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

Proposed wording of amended text. Attach additional sheets if necessary: Add "t" to accepted
uses. Add martial arts, dance, studios, etc.

ORDINANCE NO. 32-2007

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

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

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

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

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

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

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

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

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

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

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

Sec. 78-2. Definitions.

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

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

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

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

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

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

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

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

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

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

TAB 11

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

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

- RESOLUTION**
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

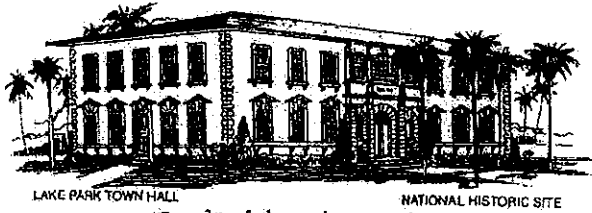
SUBJECT: Resolution approving a Site Plan for the construction of a 12,100 sf office/warehouse business park located on a 10.55 acre parcel west of Old Dixie Highway between Gateway Road and Watertower Road.

RECOMMENDED MOTION/ACTION: Motion to approve the Resolution.

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

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Site Plans
Department Review: <input checked="" type="checkbox"/> Town Attorney KER120607 <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: : Quasi-judicial hearing on an Application for site plan approval for a 12,100 sf office/warehouse building to be built on a 10.55 acre parcel at 1100 Old Dixie Highway. The site plan has been reviewed by the Planning and Zoning Board and has been properly advertised. The attached site plans and staff report further explain the details of the Application.



"Jewel" of the Palm Beaches

**TOWN LAKE OF PARK
TOWN COMMISSION**
Meeting Date: December 5, 2007
Date Prepared: November 15, 2007

PLAN DESCRIPTION: Site Plan Review for a new office/warehouse business park.

APPLICANTS REQUEST: A request by Environment Design Group "applicant" acting as agent for Watertower Business Park, LLC "owner" for Site Plan approval of a new 123,100 sf office/warehouse business park with 24,620 sf of general office and 98,400 sf of warehouse, located on a 10.55 acre parcel west of Old Dixie Highway between Gateway Road and Watertower Road at 1100 Old Dixie Highway, within the C-4 zoning district.

STAFF RECOMMENDATION: APPROVAL subject to the conditions of approval as stated herein, and any additional conditions of approval which may be added through the Planning & Zoning review process.

P&Z BOARD RECOMMENDATION: At their November 5, 2007 meeting, the Planning and Zoning Board voted 5-0 to **APPROVE** the following site plan, under with the following additional conditions:

1. Define phasing schedule
2. Street number of the main site on the monument sign
3. Increase height of Live/Laurel Oaks to 14-16' x 8-10' at time of planting at the entry off of Old Dixie Highway
4. Planting rings and ground cover around entry way of tree and palm plantings
5. Diversity of at least 5 trees
6. Eliminate Cordia ssp. (Geiger Tree) or Cassia Bearianna/Surrentensis and replace with Quercus Laurifolius (Laurel Oak)
7. Maintenance height of landscape hedges at 5 feet
8. Extend sidewalk
9. Interior signage for large truck flow

BACKGROUND INFORMATION:

Applicant(s): Environment Design Group
 Owner: Watertower Business Park, LLC
 Address of Location: West of Old Dixie Highway, South of Gateway Road and North of Watertower Road (1100 Old Dixie Highway)
 Lot Size: 10.55 acres
 Zoning and Land Use: C-4 / Mixed Commercial and Light Industrial

Adjacent Zoning

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

Adjacent Land Uses

North: Office Park
South: Industrial
East: Retail Industrial
West: Vacant

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 new 123,100 sf office/warehouse business park with 24,620 sf of general office and 98,400 sf of warehouse, located on a 10.55 acre parcel west of Old Dixie Highway between Gateway Road and Watertower Road at 1100 Old Dixie Highway, within the C-4 zoning 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 Office/Warehouse business park is proposed for a site within the C-4 (Commercial) Zoning District. It is therefore consistent with the policy. The site plan also provides more parking than is required by Code, satisfying the minimum parking requirements.

Objective 2 Policy 2.1: The developer /owner of any site shall be responsible for the on-site management of stormwater 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 in compliance with the stormwater requirements of the District..

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.

4.0 Traffic Circulation

Policy 2.2: The Town shall review all the proposed development and coordinate and cooperate with the responsible agencies for these improvements to bring them into compliance with the level of service (“LOS”) standards.

The Applicant is in the process of obtaining required documentation from Palm Beach County confirming that the proposed 123,100 square foot Office/Warehouse business park has satisfied Traffic Performance Standards (TPS) and meets traffic concurrency requirements.

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 property is within the C-17 basin, therefore the discharge is limited to the C-17 basin discharge rate and there is no reason to perform a pre vs. post analysis.

The Town believes there will be adequate public facility capacity at the time of occupancy.

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 long the building permit is conditioned on the requirement that the developer 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 site.

PROJECT DETAILS:

Building Site: The Site is located in the C-4 Zoning District with a commercial land use which is suitable for a 123,100 sf office/warehouse business park as is being proposed.

Site Access: The office/warehouse business park is located on a 10.55 acre parcel west of Old Dixie Highway between Gateway Road and Watertower Road at 1100 Old Dixie Highway. Site access is off of Old Dixie Highway.

Traffic: Confirmation from Palm Beach County Traffic is still pending. The traffic report previously submitted required some percentage adjustments as per PBC Traffic letter dated April 23, 2007. PBC Traffic is currently reviewing the changes and is expected to issue an updated letter soon.

Landscaping: The Applicant is providing appropriate landscaping for the Site and is in compliance with the minimum landscape requirements as per the Code. All perimeter buffering is provided as required by the Code.

Drainage: The Applicant has provided conceptual engineering 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 civil engineer for this Project has reviewed and approved all engineering plans and all code and building code requirements.

Parking: The Applicant exceeds the Code requirements for parking spaces. The Code requires 223 spaces (inclusive of 7 handicap spaces), and the Applicant is providing 294 spaces (inclusive of 7 handicap spaces).

Signage: The Applicant has satisfied the necessary signage requirements for the Site.

Zoning: The zoning for the Site is C-4 and it is consistent with the Comprehensive Plan.

Water/Sewer: The Town's civil engineer for this Project has reviewed and ascertained that there is sufficient available capacity to sustain the levels of service for potable water and for wastewater treatment set forth in the Town's comprehensive plan.

Design: The initial submittal for this project was in March 2007. Upon initial review, the architectural design guidelines had not been implemented. On August 1, 2007 under Ordinance No. 16-2007, the Town adopted new architectural design guidelines. Being that the project was still in its review stage, the new architectural guidelines were then applied. Additional architectural variations were added to the elevations, specifically to the building facing Old Dixie Highway. Staff feels the final design is consistent with the architectural guidelines and does represent sufficient variation. Staff's only concern is with the same color variation being proposed, as opposed to a different color variation.



STAFF COMMENTS:

Staff recommends **APPROVAL** of the Site Plan as revised subject to the following conditions...

P&Z BOARD RECOMMENDATION: At their November 5, 2007 meeting, the Planning and Zoning Board voted 5-0 to **APPROVE** the following site plan, with an additional 9 conditions (conditions 16-24 below), totaling 24 conditions which consist of the following:

1. Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise approved by the Community Development Director.
2. Any disturbance of the public right of way along Old Dixie Highway shall require review and approval from Public Works prior to any construction.
3. Any disruption to any of the nearby entrance/exit and parking areas along Old Dixie Highway shall require prior 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 approved landscaping shall be properly maintained. There shall be a minimum three-month replacement guarantee provided by the landscape company responsible for all new landscape material from time of issuance of the certificate of occupancy. It shall be the responsibility of the property owner to replace any and all dead or dying landscape material throughout the life of the project.
6. Safe and adequate pedestrian passage in front of the construction site along Old Dixie Highway shall 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 shall be enclosed as 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 will be required.
11. The Applicant must provide documentation from Palm Beach County that the proposed 123,100 square foot Office/Warehouse Business Park satisfied Traffic Performance Standards (TPS) and meets traffic concurrency requirements.

12. The Office/Warehouse Business Park shall be constructed in compliance with the following plans on file with the Town's Community Development Department or authorized revisions as noted below:
 - a. Site Plan & Architectural Elevations referenced as sheet S1, S2, S3 and A1, A2, A5, A6 respectively, dated 10-10-07 and 10-09-07 respectively prepared by Environmental Design Group who is the Planner and Architectural Design Associates who is the Architect of record for the Project, received and dated by the Department of Community Development on 10-12-07.
 - b. Engineering Plans, referenced as sheets 1-10 dated 10-10-07 prepared by Schaefer and Fagan & Associates, Inc., received and dated by the Department of Community Development on 10-12-07.
 - c. Landscape plans referenced as sheets L-1 through L-4 and L-8 dated 10-10-07 and prepared by Environment Design Group, who is the landscape architect of record received and dated by the Department of Community Development on 10-12-07.
 - d. Irrigation plan referenced as sheet L-6 and L-7 dated 10-10-07, prepared by Environment Design Group, who is the landscape architect of record for the Project, received and dated by the Department of Community Development on 10-10-07.

13. 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 or a condition of approval requires Town Commission approval.

14. **The owner of record 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 herein; unless there is a grant of extension as otherwise provided for in the Town of Lake Park Code of Ordinances Section 67-42 *Expiration of development approvals.***

15. **Cost Recovery.** All fees and costs incurred by the town in reviewing the project and billed to the applicant shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an applicant to reimburse the Town within 10 days shall result in the cessation of the review of the application until the Town is fully reimbursed.

16. Define phasing schedule. Outlined in Attachment A.

17. Street number of the main site on the monument sign
18. Increase height of Live/Laurel Oaks to 14-16' x 8-10' at time of planting at the entry off of Old Dixie Highway
19. Planting rings and ground cover around entry way of tree and palm plantings
20. Diversity of at least 5 trees
21. Eliminate Cordia ssp. (Geiger Tree) or Cassia Bearianna/Surrentensis and replace with Quercus Laurifolius (Laurel Oak)
22. Maintenance height of landscape hedges at 5 feet
23. Extend sidewalk
24. Interior signage for large truck flow

36 members of the public regarding whether the Application meets the Town's Land
37 Development Regulations, including specifically Section 67-38 of the Town Code; and

38 **WHEREAS**, the Town Commission has determined that the conditions
39 incorporated herein, are necessary in order for the Application to be consistent with the
40 Town's Comprehensive Plan and to meet the Town's Land Development Regulations;
41 and

42 **WHEREAS**, the conditions as set forth below shall apply to the Owner, the
43 Owner's tenants, and the Owner's successors and/or assigns.

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

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

48 **Section 2.** The Town Commission hereby approves a Site Plan for a 123,100
49 square foot office/warehouse business park consisting of 24,620 square feet of office
50 space, and 98,400 square feet of warehouse space to be located in three buildings on the
51 subject property, subject to the conditions described below.

52 1) The Owner shall install all improvements in compliance with the attached
53 plans/drawings, which are also on file with the Town's Community Development
54 Department and/or the authorized revisions as noted below:

55 a) Site Plan & Architectural Elevations referenced as sheet S1, S2, S3 and
56 A1, A2, A5, A6 respectively, dated 10-10-07 and 10-09-07 respectively
57 prepared by Environmental Design Group, who is the planner of record for
58 the Project, and Architectural Design Associates who is the architect of
59 record for the Project, received and dated by the Department of
60 Community Development on 10-12-07.

61 b) Engineering Plans, referenced as sheets 1-10 dated 10-10-07 prepared by
62 Schaefer and Fagan & Associates, Inc., received and dated by the
63 Department of Community Development on 10-12-07.

64 c) Landscape plans referenced as sheets L-1 through L-4 and L-8 dated 10-
65 10-07 and prepared by Environment Design Group, who is the landscape

- 66 architect of record for the Project, received and dated by the Department
67 of Community Development on 10-12-07.
- 68 d) Irrigation plan referenced as sheet L-6 and L-7 dated 10-10-07, prepared
69 by Environment Design Group, who is the landscape architect of record
70 for the Project, received and dated by the Department of Community
71 Development on 10-10-07.
- 72 2) Any revisions to the approved Site Plan, Engineering Plan, Landscape and
73 Irrigation Plans, elevations, signs, statement of use or other details submitted as
74 part of this Application, including but not limited to, the location of the proposed
75 improvements or additional, revised or deleted colors, materials, or structures,
76 shall be submitted to the Town's Community Development Department
77 (hereinafter the "Department") and be subject to its review and approval, unless
78 the Town Code requires Town Commission approval.
- 79 3) Upon re-submittal of final plans, the Department shall review all conditions of
80 approval for compliance by the Owner. Furthermore, any condition, which is
81 established by, or is associated with the resubmittal of final plans, shall be subject
82 to the Department's review and approval.
- 83 4) Upon submittal of final plans and prior to the issuance of any development
84 permits, the Owner shall revise the Site Plan to:
- 85 a) Indicate planting rings and ground cover around entry way of tree and
86 palm plantings.
- 87 b) Include a diversity of at least 5 different trees.
- 88 c) Eliminate the Cordia ssp. (a/k/a Geiger Tree) or Cassia
89 Bearianna/Surrentensis and replace with Quercus Laurifolius (a/k/a Laurel
90 Oak).
- 91 d) Show the required maintenance height of all landscape hedges as five (5)
92 feet.
- 93 e) Extend the sidewalk along the frontage of the property facing Old Dixie
94 Highway.
- 95 f) Add interior signage to regulate large truck flow as required by Town
96 staff.

- 97 g) Define the phasing schedule as outlined in **Exhibit "B"** which is hereby
98 incorporated by reference herein.
- 99 h) Include the street/address number of the main site on the monument sign.
- 100 i) Increase the height of the Live/Laurel Oaks to 14-16' x 8-10' at the time
101 of planting at the entry off of Old Dixie Highway.
- 102 5) Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m.
103 unless otherwise approved in writing by the Community Development Director.
- 104 6) Any disturbance of the public right of way along Watertower Road shall require
105 review and written approval from the Town's Public Works and Community
106 Development directors prior to any construction.
- 107 7) Any disruption to any of the nearby entrance/exit and parking areas along Old
108 Dixie Highway shall require prior written approval by the Community
109 Development Director.
- 110 5) Any disruption beyond the boundaries of the Site shall require the Owner's
111 contractor(s) to employ commonly accepted practices that ensures the safety and
112 well being of the general public.
- 113 6) All approved landscaping shall be properly maintained by the Owner. The Owner
114 shall guarantee all new landscape material installed on the Site as required by the
115 approved Site Plan and Town Code for a minimum of three months from the date
116 of the issuance of the Certificate of Occupancy by the Town. It shall be the
117 responsibility of the Owner to replace any and all dead or dying landscape
118 material at any time the Site is not in compliance with the landscape requirements
119 of the approved Site Plan and/or the Town Code, and also to comply with all
120 property maintenance standards and requirements of the Town Code applicable to
121 the Site.
- 122 7) All trees planted under FP&L power lines are required to comply with the FP&L
123 Right Tree Right Place guidelines.
- 124 8) Safe and adequate pedestrian passage shall be maintained in front of the
125 construction site along Old Dixie Highway shall be maintained at all times.
- 126 9) The Owner shall ensure that any and all contractors use commonly accepted
127 practices to reduce airborne dust and particulates during the construction phase.

- 128 10) All dumpsters shall be enclosed as noted on the Site Plan and enclosure doors
129 kept shut at all times. All dumpsters shall be acquired from the approved
130 franchise supplier for the Town of Lake Park.
- 131 11) Prior to issuance of the Certificate of Occupancy, the Owner or the Applicant
132 shall provide certification from the Landscape Architect of record that the plant
133 installations on site are in accordance with the Site Plan, including the landscape
134 plans approved by the Town Commission.
- 135 12) Prior to the issuance of any building permit, copies of all other required permits
136 from other agencies including but not limited to Palm Beach County Health
137 Department, Palm Beach County Land Development Division, South Florida
138 Water Management Division and the State of Florida Department of
139 Environmental Protection shall be provided to the Town by the Applicant and/or
140 the Owner.
- 141 13) The Applicant must provide the Town with documentation from Palm Beach
142 County that the proposed 123,100 square foot office/warehouse business park has
143 satisfied the County's Traffic Performance Standards ("TPS") and meets all
144 traffic concurrency requirements.
- 145 14) All signage for the Project must comply with the requirements of the Town's Sign
146 Code.
- 147 15) The following items/uses are prohibited outside the confines of the buildings or
148 on the exterior portions of the subject property:
- 149 a) Food service/drink/vending or other similar food dispensing
150 units/machines.
- 151 b) Other vending machines dispensing all types of merchandise, products,
152 goods, handbills, advertising magazines, etc.
- 153 c) Public telephones shall be exempt from these provisions.
- 154 16) The Owner or the Owner's authorized agent shall initiate the bona fide and
155 continuous development of the property within 18 months from the effective date
156 of development approval. Such development shall be completed within 18
157 months from the effective date of initiation of development as defined herein;
158 unless there is a grant of extension as otherwise provided for in the Town of Lake

159 Park Code of Ordinances Chapter 67, Section 67-42 "*Expiration of development*
160 *approvals*".

161 17) Cost Recovery. All fees and costs, including professional fees and legal fees at
162 the rate of \$195.00 per hour, incurred by the Town in reviewing the Project and
163 billed to the Owner shall be paid to the Town within 10 days of receipt of an
164 invoice from the Town, and in no case later than 15 days from the date of the
165 issuance of the invoice by the Town. The Owner's failure to reimburse the Town
166 within the 10 day time period, may result in the automatic revocation of any and
167 all land development approvals by the Town, and any other appropriate measures
168 that the Town deems necessary and appropriate to secure payment.

169

170 **Section 3.** This Resolution shall take effect upon adoption.

171

172 **Exhibit "A" - Legal Description**

173 **Exhibit "B" - Phasing Schedule**

CFN 20060468207
OR BK 20717 PG 1366
RECORDED 08/10/2006 14:23:57
Palm Beach County, Florida
AMT 3,719,276.00
Doc Stamp 26,035.10
Sharon R. Bock, CLERK & COMPTROLLER
Page 1366 - 1367; (2pgs)

Prepared by and return to:
George W. Baldwin, Esq.
Brant and Baldwin
330 Federal Highway
Lake Park, FL 33403

Folio No.

WARRANTY DEED

THIS WARRANTY DEED is made this 7th day of August, 2006, between PALM CORPORATION OF PALM BEACH COUNTY, a Florida corporation, Grantor, and WATERTOWER BUSINESS PARK, LLC, a Florida limited liability company, whose post office address is 5601 Corporate Way, Suite 404, West Palm Beach, Florida 33407, Grantee.

WITNESSETH That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof by Grantor is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, the following described land, situate and being in Palm Beach County, Florida:

PARCEL 1:

Lots, 1, 2, 3, 4 and 5, 1100 Commerce Park, according to the plat thereof as recorded in Plat Book 98, Page 60, Public Records of Palm Beach County, Florida.

PARCEL 2:

Tract "A" (Private Right of Way) according to the plat of 1100 COMMERCE PARK as recorded in Plat Book 98 at Pages 60 and 61, in and for the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of the plat of 1100 Commerce Park, as recorded in Plat Book 98 at Pages 60 and 61, in and for the Public Records of Palm Beach County, Florida; thence S. 88°06'15" E., along the South line of said plat, a distance of 232.26 feet to the Point of Beginning; thence continue S. 88°06'15" E., along the South line of said plat and the South line of Tract "A" as shown on said plat, a distance of 1436.62 feet to the West line of 7 foot additional right of way shown on said plat for Old Dixie Highway, said line also being the East line of said Tract "A"; thence N. 08°40'16" W. along said East line of Tract "A", a distance of 50.86 feet; thence N. 88°06'15" W. a distance of 1352.52 feet to a point of curve, concave to the Northeast, having a radius of 25 feet and a central angle of 75°29'12"; thence Northwesterly, along the arc of said curve, a distance of 32.94 feet to a point of reverse curve, having a radius of 55 feet and a central angle of 253°05'02"; thence Northwesterly, Southerly and Southeasterly along the arc of said curve a distance of 242.94 feet to the Point of Beginning.

PARCEL 3:

Water Management Tract "B" according to the plat of 1100 COMMERCE PARK as recorded in Plat Book 98 at Pages 60 and 61, in and for the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Southwest corner of the plat of 1100 Commerce Park as recorded in Plat Book 98 at Pages 60 and 61, in and for the Public Records of Palm Beach County, Florida; thence N. 01°42'12" E., along the West line of said plat, a distance of 325.02 feet to the Northwest corner of said plat; thence S. 88°05'52" E., along the North line of said plat, a distance of 199.28 feet to the Northwest corner of Lot 5, according to the said plat of 1100 Commerce Park; thence S. 01°54'08" W., along the West line of said Lot 5, a distance of 213.80 feet; thence S. 31°01'09" E., along a radial line, a distance of 12.00 feet to a point lying on the arc of a curve concave to the East, having a central angle of 144°40'56", a radius of 55 feet and a radial bearing to the radius point of S. 31°01'09" E.; thence Southwesterly, Southerly and Southeasterly along the arc of said curve, a distance of 138.89 feet to a point lying on the South line of said plat of 1100 Commerce Park; thence N. 88°06'15" W., along said South line, a distance of 232.26 feet to the Point of Beginning.

SUBJECT to easements, restrictions, reservations, limitations of record and taxes subsequent to December 31, 2005.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that, except as above noted, said land is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

George W. Baldwin
George W. Baldwin
Nancy Rodth
Nancy Rodth

PALM CORPORATION OF PALM BEACH COUNTY

By Joseph D. Uvanile (SEAL)
JOSEPH D. UVANILE
Vice President



STATE OF FLORIDA
COUNTY OF PALM BEACH

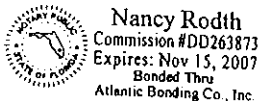
Before me, the undersigned authority, personally appeared JOSEPH D. UVANILE as Vice President of PALM CORPORATION OF PALM BEACH COUNTY, a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification

DATED this 7th day of August, 2006.

Nancy Rodth
Notary Public, State of Florida at Large

My Commission expires:

7676 Warranty Deed 7.28.06



Land Planning
Landscape Architecture
Landscape Management

December 6, 2007

The Town of Lake Park
535 Park Avenue
Lake Park , Florida 33408

Attn: *Linda*

RE: Lake Park Business Center – "Site Plan Review-Town Council"
Town Application No: SP 07-04.... OUR REF # 26014.01 SP/LA

Dear Linda,

Attached please find our revised plans reflecting the last comments made at the PZB meeting (NOV 5, 2007). Items are lines 127-137 from the minutes as follows:

- 127. define phasing schedule.
- 128. street number of the main site on the monument sign.
- 129 & 130. increase height of Live Oaks at Old Dixie to 14'16'-x 8-10'ft.
- 131. planting rings and ground cover around entry way tree & palm plantings.
- 132. diversity of at least 5 trees/palms.
- 133 & 134. eliminate cordial ssp. (Geiger tree) or cassia bearianna and replace with quercus laurifolia (laurel Oak).
- 135. maintenance height of all landscape hedges at 5'ft.
- 136. extend sidewalk to meet Old Dixie sidewalk.
- 137. interior signage for large truck flow.

Thank you, we look forward to meeting with The Town Council on the 19th.
Sincerely,

Environment Design Group

S. Frank Meroney, ASLA-RLA #691
Principal

Ps. We also studied & added a right turn exit lane to our entrance drive. This was discussed at our meeting but not reflected in the line item minutes.

Land Planning
Landscape Architecture
Landscape Management

December 6, 2007

COMMUNICATIONS
DEC - 6 2007

The Town of Lake Park
535 Park Avenue
Lake Park , Florida 33408

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Town Application No: SP 07-04.... OUR REF # 26014.01 SP/LA

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RECEIVED
APR 2 2007
BY: _____

THE TOWN OF LAKE PARK
APPLICATION FOR SITE PLAN REVIEW

Project Name: LAKE PARK BUSINESS CENTER

Property Address: 1100 OLD DIXIE HIGHWAY

Owner: WATERTOWER BUSINESS PARK, LLC Address: 5601 CORPORATE WAY, SUITE 404 WPC FL 3340

Applicant (if not owner): ENVIRONMENT DESIGN GROUP - FRANK MERCURY

Applicant's Address: 319 CLEMATIS SE SUITE 1002 Phone: 561 832-4600

Fax: 561 832-4626 Cell Phone: 561 346-0741 E-Mail: _____

MERCURY@ENVIRONMENTDESIGNGROUP.COM

Property Control Number (PNC): (SEE ATTACHED)

Site Information:

General Location: OLD DIXIE HIGHWAY NORTH OF WATERTOWER ROAD

Address: 1100 OLD DIXIE HIGHWAY

Zoning District: CLIC 1 Future Land Use: IL Acreage: 10.55

Adjacent Property:

Direction	Zoning	Business Name	Use
North		NW MUTUAL	OFFICE PARK
East	C4	GAUCRY ONE	RETAIL/INDUSTRIAL
South	CLIC 1		INDUSTRIAL
West	C4	UNDEVELOPED	

Justification:

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

1. Explain the nature of the request: DEVELOPMENT OF AN OFFICE/WAREHOUSE BUSINESS PARK

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

PROVIDE ADDITIONAL BUSINESS AND BE A COMPLIMENT TO THE SURROUNDING USES.

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

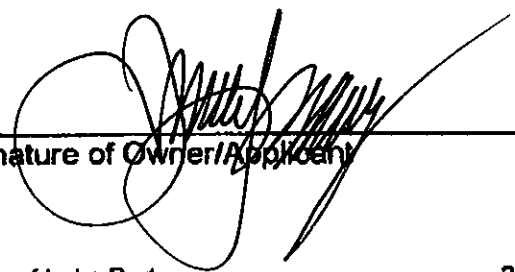
MEETS THE TOWN REQUIREMENTS

Legal Description:

The subject property is located approximately 1/4 mile(s) from the intersection of WATER TOWER & DIXIE, on the north, east, south, west side of OLD DIXIE HIGHWAY (street/road).

Legal Description: (SEE SURVEY)

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


Signature of Owner/Applicant

7.10.2007
Date

OWNER →

Consent Form from Owner and Designation of Authorized Agent:

Before me, the undersigned authority, personally appeared Brian K. Waxman who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting _____ in the Town of Lark Park, Florida.
- ③ That he/she has appointed FRANK MEROZNY (ENGINEERING DESIGN GROUP) to act as authorized on his/her behalf to accomplish the above project.

Name of Owner: Watertown Business Park, LLC

[Signature]
Signature of Owner

Brian K. Waxman, Manager
By: Name/Title

5601 Corporate Way #404
Street Address

West Palm Beach, FL 33411
City, State, Zip code

P.O. Box _____

City, State, Zip code _____

(561) 687-5800
Telephone Number

(561) 689-1255
Fax Number

Email Address

Sworn and subscribed before me this 15th day of March, _____.

[Signature]
Notary Public

My Commission expires:

6/26/09



Mali Liberty
Commission #DD444777
Expires: JUNE 26, 2009
WWW.AARONNOTARY.COM

TAB 12

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Quasi-Judicial 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"/> RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Resolution approving a Site Plan

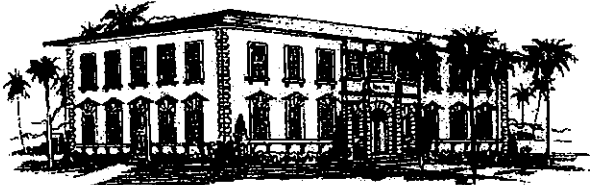
RECOMMENDED MOTION/ACTION: Motion to approve

Approved by _____

Date: 12/13/07

Department Review: <input checked="" type="checkbox"/> Town Attorney KER 120607 <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	Acct. # _____ <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	Attachments: <input checked="" type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Site Plans <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: Quasi-judicial hearing on an Application for site plan approval for a Kohl's department store building to be built on a 10.94 acre parcel on Congress Ave and Watertower Road. The site plan has been reviewed by the Planning and Zoning Board and has been properly advertised. The attached site plans and staff report further explain the details of the Application.



"Jewel" of the Palm Beaches

**TOWN LAKE OF PARK
TOWN COMMISSION**
Meeting Date: December 19 , 2007
Date Prepared: December 4, 2007

PLAN DESCRIPTION: Site Plan Review for a Kohl's Department retail department store building.

APPLICANTS REQUEST: An application ("Application") by Kimley-Horn and Associates, Inc., ("Applicant") as the agent for Congress Avenue Properties, Inc. ("Owner") for Site Plan approval of a new 98,165 sf Kohl's department store ("Project" or "development"), to be located on a 10.94 acre parcel on the Northeast corner of Congress Avenue and Watertower Road ("Site" or "property") within the C-2 zoning district in the Town of Lake Park.

STAFF RECOMMENDATION: **APPROVAL** subject to the conditions of approval as stated herein, and any additional conditions of approval which may be added through the Planning & Zoning review process.

P&Z RECOMMENDATION: **APPROVAL** subject to conditions of approval 1 thru 17 with an additional four (4) conditions including:

Condition 18: Inclusion of light fixture details.

Condition 19: Inclusion of pavers and/or textured surfaces on all driveway bbs.

Condition 20: Provision of a sidewalk extension extending into the Kohl's both from Watertower Road and Congress Avenue.

Condition 21: Additional architectural variations along the western side and wrapped through to the eastern side of the building.

BACKGROUND INFORMATION:

Applicant(s): Kimley-Horn and Associates, Inc.
Owner: Congress Avenue Properties, Inc.
Address of Location: Northeast corner of Congress Avenue and Watertower Road
Lot Size: 10.94 acres
Zoning and Land Use: C-2 / Commercial

Adjacent Zoning

North: PUD
South: C-4
East: C-4/CLIC
West: C-2/TND

Adjacent Land Uses

North: Retail (Target)
South: Vacant
East: Vacant
West: Retail (Lowe’s)

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 new 98,165 sf Kohl’s department store, located on a 10.94 acre parcel on the Northeast corner of Congress Avenue and Watertower Road within the C-2 zoning 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 retail department store is proposed for a Site within the C-2 (Commercial) Zoning District. It is therefore consistent with the policy. The Site Plan requires 491 parking spaces as required by Town Code Section 78-142 (5 spaces per 1,000 sf). The Applicant has satisfied this requirement by providing 491 spaces, inclusive of 10 handicap spaces.

Objective 2 Policy 2.1: The owner of any site shall be responsible for the on-site management of stormwater 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 (“District”).

The Application is consistent with the Policy. The Application has been reviewed by the Town Engineer, and is found to be in compliance with the stormwater requirements of the District.

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.

4.0 Traffic Circulation

Policy 2.2: The Town shall review all the proposed development and coordinate and cooperate with the responsible agencies for these improvements to bring them into compliance with the level of service (“LOS”) standards.

The Applicant is in the process of obtaining required documentation from Palm Beach County confirming that the proposed 98,165 square foot department store has satisfied Traffic Performance Standards (“TPS”) and meets traffic concurrency requirements. The Applicant is also proposing a new Traffic Light at the corner of Watertower Road and Congress Avenue.

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 Town believes there will be adequate public facility capacity at the time of occupancy and will require evidence that adequate public facility capacity will be available at the time of occupancy.

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 long the building permit is conditioned on the requirement that the Owner ensure that the contractor(s) 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 Site.

PROJECT DETAILS:

Building Site: The Site is located in the C-2 Zoning District with a commercial land use which is suitable for the proposed 98,165 sf retail department store.

Site Access: The proposed retail department store is located on a 10.94 acre parcel on the Northeast corner of Congress Avenue and Watertower Road. Site access is off of both Congress Avenue (northbound) and Watertower Road (westbound).

Traffic: Confirmation from Palm Beach County Traffic is still pending. PBC Traffic is currently reviewing the Project and is expected to issue a letter soon. The review includes the Applicant's proposal for a new Traffic Light at the corner of Watertower Road and Congress Avenue.

Landscaping: The Owner is providing appropriate landscaping for the Site and the Site Plan is in compliance with the minimum landscape requirements of the Town Code. All perimeter buffering is provided as required by the Code. **Maintenance height is to be recommended and set as a condition of approval.**

Drainage: The Applicant has provided conceptual engineering 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 for this Project has reviewed and approved all engineering plans and all Town Code and Florida Building Code requirements.

Parking: The Applicant is meeting the Code requirements for parking spaces. The Code requires 491 spaces (inclusive of 10 handicap spaces), and the Applicant is providing this number of parking spaces.

Signage: The Applicant has satisfied the necessary directional signage requirements for the Site. Wall-mounted signage will be reviewed for consistency at the time of building permit review.

Zoning: The zoning for the Site is C-2 and it is consistent with the Comprehensive Plan.

Water/Sewer: The Town's Engineer for this Project has reviewed and ascertained that there is sufficient available capacity to sustain the levels of service for potable water and for wastewater treatment set forth in the Town's Comprehensive Plan.

Design: Preliminary review, prior to submittal, took place with the Applicant. The initial design was presented with three blank walls, which Town staff advised should be changed prior to submittal. The Applicant applied staff's suggestions and submitted a

design which meets the new architectural guidelines by incorporating various architectural details on all four sides of the building. Additional architectural details such as a trellis are also being incorporated in the entranceways in accordance with Town staff's request.

STAFF RECOMMENDATION: APPROVAL of the Site Plan as revised subject to the following conditions:

P&Z RECOMMENDATION: APPROVAL of the Site Plan with initial conditions of approval 1 thru 17, with the following additional conditions 18 thru 21 found herein.

1. Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise approved in writing by the Community Development Director.
2. Any disturbance of the public right of way along Congress Avenue and Watertower Road shall require review and written approval from the Town's Public Works and Community Development directors prior to any construction.
3. Any disruption to any of the nearby entrance/exit and parking areas along Congress Avenue and Watertower Road shall require prior written approval by the Community Development Director.
4. Any disruption beyond the boundaries of the Site shall require the Owner's contractor to employ commonly accepted practices that ensures the safety and well being of the general public.
5. All approved landscaping shall be properly maintained by the Owner. The Owner shall guarantee all new landscape material installed on the Site as required by the approved Site Plan and Town Code for a minimum of three months from the date of the issuance of the Certificate of Occupancy by the Town. It shall be the responsibility of the Owner to replace any and all dead or dying landscape material at any time the Site is not in compliance with the landscape requirements of the approved Site Plan and/or the Town Code, and also to comply with all property maintenance standards and requirements of the Town Code applicable to the Site.
6. The maintenance height for the landscaping shall be established as a condition of approval and added to the Site Plan.
7. Safe and adequate pedestrian passage shall be maintained in front of the construction site along Congress Avenue and Watertower Road.
8. The Owner shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during the construction phase.
9. All dumpsters shall be enclosed as noted on the Site Plan and enclosure doors kept shut at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.

10. 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 Site Plan, including the landscape plans approved by the Town Commission.
11. 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 Town by the Applicant and/or the Owner.
12. The Applicant must provide the Town with documentation from Palm Beach County that the proposed 98,165 square foot retail department store satisfied the County's Traffic Performance Standards ("TPS") and meets all traffic concurrency requirements.
13. The Applicant shall provide onsite security, which shall consist of a minimum of one (1) off duty armed law enforcement officers OR security officer at least one-half hour before the store opens until at least one-half hour after the store closes each day that the store is open. In addition, adequate security shall be provided as per the Palm Beach County Sheriff's Office (PBSO) Crime Prevention Through Environmental Design (CPTED) standards. The PBSO reviewed the site plan and issued a letter with recommendations dated November 15, 2007. In accordance with those suggestions the applicant will provide for at a minimum, the installation of an additional light fixture to the eastside of the Site by the nine (9) parking spaces along the 20' maintenance easement of sheet C-106; wall packs lighting affixed to the building by the loading dock; foxtail palms to be planted away from the light fixtures to prevent any blocked lighting; a digital video recorder to be installed with a 48 DVR camera system that has internet capabilities and that can give facial recognition and color rendition; tilt pan cameras for the exterior of the building and the parking lot; an alarm system with motion detectors, glass breakage sensors, and silent panic alarms for areas that handle money.
14. The retail department store shall be constructed in compliance with the following plans on file with the Town's Community Development Department or authorized revisions as noted below:
 - a. Site Plan & Architectural Elevations referenced as sheet C-106 and A3 respectively, dated 11-13-07 and 11-12-07 respectively prepared by Kimley-Horn and Associates, Inc. an who is the Planner and Scott and Goble Architects who is the Architect of record for the Project, received and dated by the Department of Community Development on 11-14-07.
 - b. Engineering Plans, referenced as sheets C-200 thru C-203 and C-300 thru C-307 dated 11-13-07 prepared by Kimley-Horn and Associates, Inc., received and dated by the Department of Community Development on 11-14-07.
 - c. Landscape plans referenced as sheets L-100 through L-102 and L-103 dated 11-13-07 and prepared by Kimley Horn and Associates, Inc., who is

the landscape architect of record received and dated by the Department of Community Development on 11-14-07.

- d. Irrigation plan referenced as sheet L-200 and L-201 dated 11-13-07, prepared by Kimley Horn and Associates, received and dated by the Department of Community Development on 11-14-07.
 - e. Paint chips as provided by the Applicant and dated 11-12-07.
15. Any revisions to the approved 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 or a condition of approval requires Town Commission approval.
 16. **The owner of record 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 herein; unless there is a grant of extension as otherwise provided for in the Town of Lake Park Code of Ordinances Section 67-42 *Expiration of development approvals.***
 17. **Cost Recovery.** All fees and costs, including legal fees at the rate of \$195.00 per hour, incurred by the Town in reviewing the Project and billed to the Owner or Applicant shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the automatic revocation of any and all land development approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.
 18. Inclusion of light fixture details.
 19. Inclusion of pavers and/or textured surfaces on all driveway bibs.
 20. Provision of a sidewalk extension extending into the Kohl's both from Watertower Road and Congress Avenue.
 21. Additional architectural variations along the western side and wrapped through to the eastern side of the building.

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



D.S. NELSON *ELN*
DISTRICT 3
PHONE: (561) 776-2000

FAX: (561) 776-2004

E-MAIL: nelson@pbso.org

November 15, 2007

SUBJECT : KOHL'S DEPARTMENT STORE CPTED REVIEW

A REVIEW OF THE KOHL'S DEPARTMENT STORE WAS CONDUCTED BY THE CRIME PREVENTION DEPUTIES OF THE PALM BEACH COUNTY SHERIFF'S OFFICE. LISTED BELOW ARE SOME SECURITY RECOMMENDATIONS.

- 1. THE STORE HAS THREE EGRESS POINTS WHICH IS GOOD. IT IS STRONGLY RECOMMENDED THAT THE PREPOSED TRAFFIC LIGHT IN THE UPPER LEFT CORNER OF PAGE C-106 BE INSTALLED AT THE INTERSECTION OF WATER TOWER RD. AND CONGRESS AVE.**
- 2. ONE ADDITIONAL LIGHT FIXTURE SHOULD BE ADDED TO THE EASTSIDE OF PROPERTY BY THE NUMBER 9 PARKING SPACES BY 20' LAKE MAINTENANCE EASEMENT ON PAGE C-106 WHERE AN "X" HAS BEEN PLACED IN PENCIL ON THE PAGE MENTIONED. IT IS ALSO RECOMMENDED WALL PACKS LIGHTING BE AFFIXED TO THE BUILDING BY THE LOADING DOCK FOR ADDITIONAL LIGHTING. THE WALL PACKS SHOULD HAVE BACK UP POWER CAPABILITIES. THE BUSINESS HAS GOOD LIGHTING WITH 1000 WATTS METAL HALIDE ON 40 FOOT POLES. ON PAGE E-1 HOW IS THE READING OF 1.51 JUSTIFIED 35 FEET AWAY FROM THE FIXTURE ? SEE THE PENCIL MARKING ON PAGE E-1 BY LAKE WATER SURFACE ON BLUE PRINT.**
- 3. THE FOXTAIL PALMS ARE TREES THAT EXPAND AT THE TOP. THE VEGETATION COULD BLOCK THE LIGHTING SHINING DOWN FROM THE 40' LIGHT FIXTURES. IT IS STRONGLY RECOMMENDED THAT CPTED = CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN CONCEPTS BE USED OR IT IS RECOMMENDED THAT THE TREES BE PLANTED AWAY FROM THE LIGHT FIXTURES.**

ADDITIONAL RECOMMENDATION

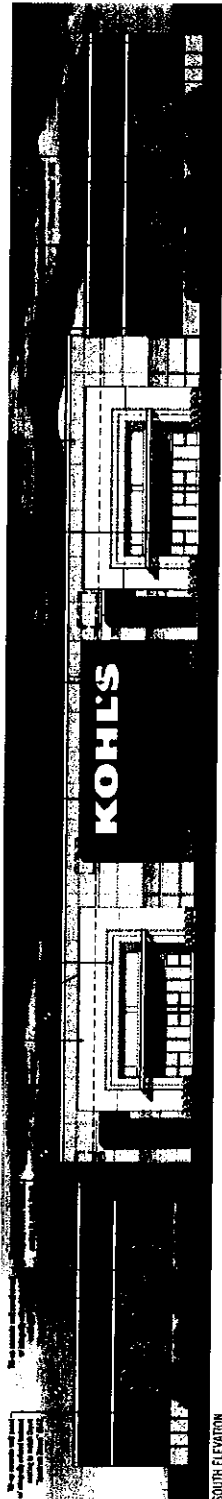
IT IS RECOMMENDED THAT A DIGITAL VIDEO RECORDER BE INSTALLED WITH 48 DVR CAMERA SYSTEM THAT HAS INTERNET CAPABILITIES. TILT PAN CAMERAS ARE RECOMMENDED FOR EXTERIOR AND THE PARKING LOT. THE CAMERAS SHOULD BE GOOD QUALITY CAMERAS THAT GIVE FACIAL RECOGNITION AND COLOR RENDITION. THE VIDEO SYSTEM SHOULD BE AN ADDITONAL SECURITY MEASURE, BESIDES A GOOD QUALITY ALARM THAT IS RECOMMENDED WITH MOTION DETECTORS, GLASS BREAKAGE SENSORS, AND SILENT PANIC ALARMS THAT ARE IN AREAS THAT HANDLE MONEY.

KOHL'S SHOULD BE CRIME PREVENTION SAFETY MINDED, AND KEEP A GOOD RELATIONSHIP WITH LOCAL LAW ENFORCEMENT. THIS ALLOWS FOR A PRO-ACTIVE APPROACH TO REDUCING CRIME IN AND AROUND THE BUSINESS. THIS INCLUDES PERIODIC SCHEDULED

CRIME PREVENTION PROGRAMS PROVIDED BY THE SHERIFF'S OFFICE. THESE EDUCATIONAL PROGRAMS HEIGHTEN THE AWARENESS, AND PROVIDE ANOTHER AVENUE TO REDUCE THE CHANCE OF CRIME IN THE AREA.

THIS IS ADVISORY AND DOES NOT CLAIM TO LIST ALL SECURITY WEAKNESSES OF THE ADEQUACY OF ALL PRESENT AND FUTURE ITEMS WHETHER OR NOT RECOMMENDED.

THIS REPORT WAS PREPARED BY DEPUTY EDDIE L. NELSON # 2511



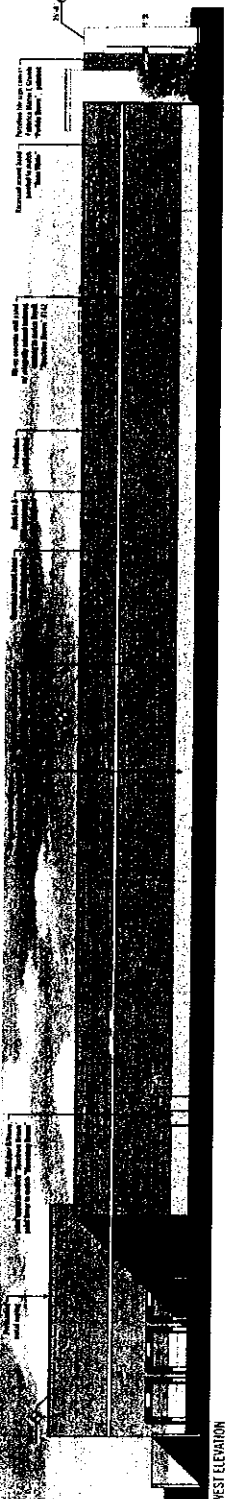
SOUTH ELEVATION



HARDSCAPE/LANDSCAPE PLAN



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

LANDSCAPE MATERIAL LEGEND

PLANT TYPE	MATURE SIZE
GROUND COVER	6' - 17' TALL, #1 CONT
ORNAMENTAL GRASS	3' - 4' TALL, #1 CONT
TALL ORNAMENTAL GRASS	3' - 7' - 5' TALL, #1 CONT
PERENNIAL	17' - 18' TALL, #1 CONT
LOW EVERGREEN SHRUB	2' - 3' TALL, #1 CONT
SMALL DECIDUOUS SHRUB	4' - 7' - 8' TALL, #1 CONT
MEDIUM DECIDUOUS SHRUB	4' - 7' - 8' TALL, #1 CONT
LARGE DECIDUOUS SHRUB	6' - 7' - 8' TALL, 1 BB
UPRIGHT EVERGREEN SHRUB	15' - 6' - 20' TALL, 6 BB
ORNAMENTAL TREE	15' - 6' - 20' TALL, 7 ORL, 8B

FIRST PROPOSAL

Florida 2F-BR (1)
August 01, 2007



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RESOLUTION NO. 94-12-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN FOR A 98,165 SQUARE FOOT RETAIL DEPARTMENT STORE GENERALLY LOCATED ON 10.94± ACRES AT THE NORTHEAST CORNER OF CONGRESS AVENUE AND WATERTOWER ROAD IN THE TOWN OF LAKE PARK, FLORIDA, AND WHICH IS LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

14 **WHEREAS**, Congress Avenue Properties, Inc., is the owner (the "Owner") of a
15 10.94± acre parcel of real property, the legal description of which is attached hereto and
16 incorporated herein as **Exhibit "A"** (the "subject property" or the "Site"); and

17 **WHEREAS**, the subject property is generally located at the southeast corner of
18 Congress Avenue and Watertower Road in the Town of Lake Park, Florida (the "Town");
19 and

20 **WHEREAS**, Kimley-Horn & Associates, Inc., as agent for the Owner (the
21 "Applicant") has submitted an application for the approval of a site plan for a proposed
22 Kohl's retail department store consisting of one (1) building (the "Project") on the subject
23 property (the "Application"); and

24 **WHEREAS**, the Town of Lake Park's Planning and Zoning Board has reviewed
25 the Application and has presented its recommendations to the Town Commission; and

26 **WHEREAS**, the Town Commission has conducted a public quasi-judicial
27 hearing to consider the Application; and

28 **WHEREAS**, at this hearing the Town Commission considered the evidence
29 presented by the Town Staff, the Applicant, the Owner, and other interested parties and
30 members of the public as to the Application's consistency with the Town's
31 Comprehensive Plan; and

32 **WHEREAS**, at this hearing, the Town Commission considered the evidence
33 presented by the Town Staff, the Applicant, the Owner and other interested parties and
34 members of the public regarding whether the Application meets the Town's Land
35 Development Regulations, including specifically Section 67-38 of the Town Code; and

36 **WHEREAS**, the Town Commission has determined that the conditions
37 incorporated herein, are necessary in order for the Application to be consistent with the
38 Town's Comprehensive Plan and to meet the Town's Land Development Regulations;
39 and

40 **WHEREAS**, the conditions as set forth below shall apply to the Owner, the
41 Owner's tenants, and the Owner's successors and/or assigns.

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

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

46 **Section 2.** The Town Commission hereby approves a Site Plan for a 98,165
47 square foot department store consisting of one building on subject property, subject to the
48 conditions described below.

49 1) The Owner shall install all improvements in compliance with the attached
50 plans/drawings, which are also on file with the Town's Community Development
51 Department and/or the authorized revisions as noted below:

52 A) Site Plan & Architectural Elevations referenced as sheet C-106 and A3
53 respectively, dated 11-13-07 and 11-12-07 respectively prepared by
54 Kimley-Horn and Associates, Inc., who is the land planner of record for
55 the Project, and Scott & Goble Architects, who is the architect of record
56 for the Project, received and dated by the Department of Community
57 Development on 11-14-07.

58 B) Engineering Plans, referenced as sheets C-200 thru C-203 and C-300 thru
59 C-307 dated 11-13-07 prepared by Kimley-Horn and Associates, Inc.,
60 received and dated by the Department of Community Development on 11-
61 14-07.

62 C) Landscape plans referenced as sheets L-100 through L-102 and L-103
63 dated 11-13-07 and prepared by Kimley Horn and Associates, Inc., who is
64 the landscape architect of record for the Project, received and dated by the
65 Department of Community Development on 11-14-07.

- 66 D) Irrigation plan referenced as sheet L-200 and L-201 dated 11-13-07,
67 prepared by Kimley Horn and Associates, received and dated by the
68 Department of Community Development on 11-14-07.
- 69 E) Paint chips as provided by the Applicant to the Department of Community
70 Development and dated 11-12-07.
- 71 2) Any revisions to the approved Site Plan, Engineering Plan, Landscape and
72 Irrigation Plans, elevations, signs, statement of use or other details submitted as
73 part of this Application, including but not limited to, the location of the proposed
74 improvements or additional, revised or deleted colors, materials, or structures,
75 shall be submitted to the Town's Community Development Department
76 (hereinafter the "Department") and be subject to its review and approval, unless
77 the Town Code requires Town Commission approval.
- 78 3) Upon re-submittal of final plans, the Department shall review all conditions of
79 approval for compliance by the Owner. Furthermore, any condition, which is
80 established by, or is associated with the resubmittal of final plans, shall be subject
81 to the Department's review and approval.
- 82 4) Upon submittal of final plans and prior to the issuance of any development
83 permits, the Owner shall revise the Site Plan to:
- 84 a) Indicate all to show exterior parking lot and other light fixture details.
85 b) Include pavers and/or textured surfaces on all driveway bibs and
86 pedestrian sidewalks.
87 c) Show a sidewalk extension extending into the building both from
88 Watertower Road and Congress Avenue.
89 d) Show additional architectural variations along the western side and
90 wrapped through to the eastern side of the building.
91 e) Show the maintenance height for the landscaping at a minimum of four
92 feet on the approved Site Plan and Landscape Plan.
- 93 5) Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m.
94 unless otherwise approved in writing by the Community Development Director.

- 95 6) Any disturbance of the public right of way along Congress Avenue and
96 Watertower Road shall require review and written approval from the Town's
97 Public Works and Community Development directors prior to any construction.
- 98 7) Any disruption to any of the nearby entrance/exit and parking areas along
99 Congress Avenue and Watertower Road shall require prior written approval by
100 the Community Development Director.
- 101 8) Any disruption beyond the boundaries of the Site shall require the Owner's
102 contractor(s) to employ commonly accepted practices that ensures the safety and
103 well being of the general public.
- 104 9) All approved landscaping shall be properly maintained by the Owner. The Owner
105 shall guarantee all new landscape material installed on the Site as required by the
106 approved Site Plan and Town Code for a minimum of three months from the date
107 of the issuance of the Certificate of Occupancy by the Town. It shall be the
108 responsibility of the Owner to replace any and all dead or dying landscape
109 material at any time the Site is not in compliance with the landscape requirements
110 of the approved Site Plan and/or the Town Code, and also to comply with all
111 property maintenance standards and requirements of the Town Code applicable to
112 the Site.
- 113 10) All trees planted under FP&L power lines are required to comply with the FP&L
114 Right Tree Right Place guidelines.
- 115 11) Safe and adequate pedestrian passage shall be maintained in front of the
116 construction site along Congress Avenue and Watertower Road.
- 117 12) The Owner shall ensure that any and all contractors use commonly accepted
118 practices to reduce airborne dust and particulates during the construction phase.
- 119 13) All dumpsters shall be enclosed as noted on the Site Plan and enclosure doors
120 kept shut at all times. All dumpsters shall be acquired from the approved
121 franchise supplier for the Town of Lake Park.
- 122 14) Prior to issuance of the Certificate of Occupancy, the Applicant shall provide
123 certification from the Landscape Architect of record that the plant installations on
124 site are in accordance with the Site Plan, including the landscape plans approved
125 by the Town Commission.

- 126 15) Prior to the issuance of any building permit, copies of all other required permits
127 from other agencies including but not limited to Palm Beach County Health
128 Department, Palm Beach County Land Development Division, South Florida
129 Water Management Division and the State of Florida Department of
130 Environmental Protection shall be provided to the Town by the Applicant and/or
131 the Owner.
- 132 16) The Applicant must provide the Town with documentation from Palm Beach
133 County that the proposed 98,165 square foot retail department store satisfied the
134 County's Traffic Performance Standards ("TPS") and meets all traffic
135 concurrency requirements.
- 136 17) The Applicant shall provide onsite security, which shall consist of a minimum of
137 one (1) off duty armed law enforcement officers OR security officer at least one-
138 half hour before the store opens until at least one-half hour after the store closes
139 each day that the store is open. In addition, adequate security shall be provided as
140 per the Palm Beach County Sheriff's Office (PBSO) Crime Prevention Through
141 Environmental Design ("CPTED") standards. The PBSO reviewed the site plan
142 and issued a letter with recommendations dated November 15, 2007. In
143 accordance with those suggestions the applicant will provide for at a minimum,
144 the installation of an additional light fixture to the eastside of the Site by the nine
145 (9) parking spaces along the 20' maintenance easement of sheet C-106; wall
146 packs lighting affixed to the building by the loading dock; foxtail palms to be
147 planted away from the light fixtures to prevent any blocked lighting; a digital
148 video recorder to be installed with a 48 DVR camera system that has internet
149 capabilities and that can give facial recognition and color rendition; tilt pan
150 cameras for the exterior of the building and the parking lot; an alarm system with
151 motion detectors, glass breakage sensors, and silent panic alarms for areas that
152 handle money.
- 153 18) All signage for the Project must comply with the requirements of the Town's Sign
154 Code.

- 155 19) Upon submittal of final plans and prior to the issuance of any development
156 permits, the Owner shall submit an executed Unity of Title for the two parcels
157 underlying this Project.
- 158 20) The following items/uses are prohibited outside the confines of the buildings or
159 on the exterior portions of the subject property:
- 160 a) Food service/drink/vending or other similar food dispensing
161 units/machines.
- 162 b) Other vending machines dispensing all types of merchandise, products,
163 goods, handbills, advertising magazines, etc.
- 164 c) Public telephones shall be exempt from these provisions.
- 165 21) The Owner or the Owner's authorized agent shall initiate the bona fide and
166 continuous development of the property within 18 months from the effective date
167 of development approval. Such development shall be completed within 18
168 months from the effective date of initiation of development as defined herein;
169 unless there is a grant of extension as otherwise provided for in the Town of Lake
170 Park Code of Ordinances Chapter 67, Section 67-42 "*Expiration of development*
171 *approvals*".
- 172 22) Cost Recovery. All fees and costs, including professional fees and legal fees at
173 the rate of \$195.00 per hour, incurred by the Town in reviewing the Project and
174 billed to the Owner shall be paid to the Town within 10 days of receipt of an
175 invoice from the Town, and in no case later than 15 days from the date of the
176 issuance of the invoice by the Town. The Owner's failure to reimburse the Town
177 within the 10 day time period, may result in the automatic revocation of any and
178 all land development approvals by the Town, and any other appropriate measures
179 that the Town deems necessary and appropriate to secure payment.

180

181 **Section 3.** This Resolution shall take effect upon adoption.

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

183
184 The foregoing RESOLUTION was offered by Commissioner _____, who
185 moved its adoption. The Motion was seconded by Commissioner _____ and
186 upon being put to roll call vote, the vote was as follows:

	AYE	NAY
187		
188		
189 MAYOR PAUL CASTRO	_____	_____
190 VICE MAYOR ED DALY	_____	_____
191 COMMISSIONER CHUCK BALIUS	_____	_____
192 COMMISSIONER PATRICIA OSTERMAN	_____	_____
193 COMMISSIONER JEFF CAREY	_____	_____

194
195 **PUBLISHED IN THE PALM BEACH POST THIS ____ DAY OF _____, 2007**

196
197 The Mayor thereupon declared Resolution No. _____ duly passed
198 and adopted this _____ day of December, 2007.

199

200

201

TOWN OF LAKE PARK,

202 FLORIDA

203

204

205

BY: _____

206

Mayor Paul Castro

207

208 ATTEST:

209

Approved as to form and legal sufficiency

210

211

212 _____
Vivian Mendez, Town Clerk

213

Thomas J. Baird, Town Attorney

214

215 (Town Seal)

216

217

218

219 **Exhibit "A" - Legal Description**

221 **Exhibit "A" - Legal Description**

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 34.03 C (SOUTHERLY PORTION)
O.R.B. 12416 PAGE 162

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NE ¼) OF SECTION 19 TOWNSHIP 24 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTH LINE OF NORHTLAKE SQUARE EAST, AS RECORDED IN PLAT BOOK 109, PAGE 198, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BOUNDED ON THE EAST LINE OF THE NORHTEAST ONE-QUARTER (NE1/4) OF SAID SECTION 19; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE FOR WATER TOWER ROAD AS RECORDED IN OFFICAL RECORDS BOOK 10739, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE FOR CONGRESS AVENUE AS RECORDED IN OFFICAL RECORDS BOOK 10739, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLROIDA.

SEP 28 2007



THE TOWN OF LAKE PARK

APPLICATION FOR SITE PLAN REVIEW

Project Name: Kohl's Lake Park

Property Address: NEQ of Congress Avenue and Water Tower Road

Owner: Congress Avenue Properties, Ltd. Address: 4500 PGA Blvd., Suite 207
Palm Beach Gardens, FL 33418

Applicant (if not owner): Kimley-Horn and Associates, Inc.

Applicant's Address: 601 21st Street, Suite 300 Phone: (772) 794-4073
Vero Beach, FL 32960

Fax: (772) 794-9368 Cell Phone: (772) 559-4035 E-Mail: peter.vanrens@kimley-horn.com

Property Control Number (PNC): 36-43-42-19-00-000-1030

Site Information:

General Location: NEQ of Congress Avenue and Water Tower Road

Address: Street Address TBD

Zoning District: C-2 Future Land Use: Commercial Acreage: +/- 10.94 acres

Adjacent Property:

Direction	Zoning	Business Name	Use
North	PUD	Target	Retail
East	C4 <i>FCU</i>	Vacant	Proposed Industrial
South	<i>C4</i>	Vacant	Proposed Commercial/Other
West	C2 <i>FIN</i>	Lowe's	Improved Commercial

Justification:

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

1. Explain the nature of the request: This request is for the construction of a
98,165 SF Kohl's Department Store retail building at the NE corner of Congress Avenue
and Water Tower Road on 10.94 acres of a 14.73 acre parcel. The 3.79 acre parcel will
be approved separately.

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

The proposed use is consistent with the surrounding commercial uses.

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

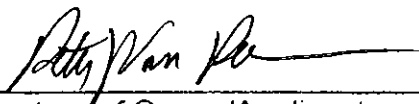
The proposed project meets and exceeds the Town of Lake Park requirements for setbacks, buffers, architectural embellishments, landscape design, parking code, and overall site layout.

Legal Description:

The subject property is located approximately 1/4 mile(s) from the intersection of Northlake Boulevard, on the north, X east, south, west side of Congress Avenue (street/road).

Legal Description: See attached legal description.

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


Signature of Owner/Applicant
Peter J. Van Rens, P.E., Kimley-Horn and Associates, Inc.

9/28/07
Date

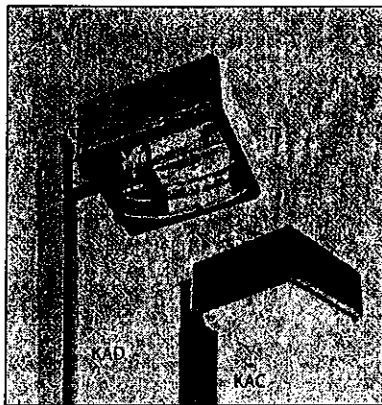
Initial Submittal:

- At the time of our submittal, we will need six (6) copies bound each in one Complete set (needed documents and plans are listed on Page 4).
- Please fill out the site plan application completely and return it with your submittal.
- All Site Plan Review and Escrow fees must be paid at the time of your submittal.
- Please see attached sheet concerning Certified Mail

Arm-Mounted Drop or Flat Lens Cutoff

KAD KAC

Contour®



Intended Use

For parking areas, street lighting, walkways and car lots.

Features

Housing – Rugged, die-cast, soft-corner aluminum housing with 0.12" nominal wall thickness. Extruded 4" soft corner arm for pole or wall mounting is standard.

Door Frame – KAD die-cast door frame has impact-resistant, tempered glass lens which is fully gasketed with one-piece bonded silicone. KAC die-cast aluminum door frame has prismatic, impact-resistant, tempered glass, drop dish acrylic lens or drop dish polycarbonate lens. Door frame is fully gasketed with one-piece silicone.

Optics – KAD reflectors are anodized hydro-formed or segmented aluminum. Four cutoff distributions available: R2 (roadway), R3 (asymmetric), R4 (forward throw) and R5 (symmetric). High-performance, segmented reflectors are rotatable and field-interchangeable. KAC reflector is optical-quality aluminum that works in tandem

with a light-diffusing prismatic lens.

Electrical – Ballast is high-reactance, high power factor (70-150W HPS, 100M and 150M) or high power factor constant-wattage autotransformer (175-400W MH and HPS). Ballast is copper wound and 100% factory tested.

Finish – Dark bronze corrosion-resistant polyester powder finish (DDB), with other architectural colors available.

Socket – Porcelain, horizontally (position) oriented mogul-base socket (100M and 150M are medium-base) with copper alloy, nickel-plated screw shell and center contact. UL Listed 1500W-600V, 4KV pulse rated.

Listings

UL Listed (standard). CSA Certified or NOM Certified (see Options). KAD UL Listed for wet locations. IP65 Rated.

Ordering Information

Series	Wattage	Distributions	Voltage	Mounting	Options/Accessories
KAD	High pressure sodium	KAD – standard reflector	120	Included	Installed
KAC	70S	R2 Type II roadway	208 ⁴	SPD04 4" square pole arm (std.) ⁶	LPI Lamp included
	100S	R3 Type III asymmetric	240 ⁴	SPD09 9" square pole arm	L/LP Less lamp
	150S	R4 Type IV forward throw, sharp cutoff	277	RPD04 4" round pole arm ⁶	SF Single fuse, 120V, 277V, 347V (n/a TB)
	250S	R55 Type V square	347	RPD09 9" round pole arm	DF Double fuse, 208V, 240V, 480V (n/a TB)
	400S	KAD – high performance reflector	480 ⁴	WBD04 4" wall bracket	PER NEMA twist-lock receptacle only (no photocontrol)
	Metal halide	SR2 Type II asymmetric	TB ⁵	WBD09 9" wall bracket	QRS Quartz restrike system (250W max., 120V lamp not included) ⁷
	100M	SR3 Type III asymmetric		Shipped separately	PD Power tray ⁸
	150M ¹	SR4SC Type IV forward throw, sharp cutoff		KMA Mast arm adapter	WTB Terminal block ⁸
	175M	KAC – prismatic lens		KTMB Twin mounting bar	EC Emergency circuit
	200M ²	FP Flat C73T		DAD12P Degree arm (pole)	SCWA Super CWA pulse start ballast (n/a HPS, 100M or 175M)
	250M ¹	DPA Drop acrylic		DAD12WB Degree arm (wall)	CSA CSA Certified
	320M ^{2,3}	DPP Drop polycarbonate			NOM NOM Certified (consult factory)
	350M ^{2,3}				For optional architectural colors, see page 543.
	400M ^{1,3}				Shipped separately ⁹

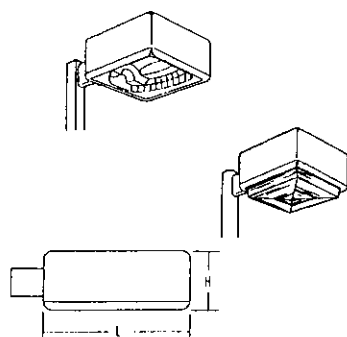
Example: KAD 400M R3 120 SPD09 LPI

NOTES:

- 1 May be ordered with SCWA.
- 2 Must be ordered with SCWA.
- 3 Requires ED28 lamp when ordered with SR2, SR3 or SR4SC distributions.
- 4 Consult factory for availability in Canada.
- 5 Optional multi-tap ballast (120V, 208V, 240V, 277V) In Canada 120V, 277V, 347V.
- 6 SPD09, RPD09 or WBD09 must be used when luminaires are oriented on DM29, DM39 or DM49 drilling pattern.
- 7 QRST0 available in select wattages. Consult factory.
- 8 Only available with SR2, SR3, SR4SC optics.
- 9 May be ordered as an accessory.
- 10 Includes mounting arm.
- 11 Only available with SPD04 and SPD09.

Dimensions are shown in inches (centimeters) unless otherwise noted.

	KAD & KAC FP	KAC DP
EPA ¹⁰	1.2ft ² (1.1m ²)	1.4ft ² (1.3m ²)
Square:	17-1/2(44.5)	17-1/2(44.5)
Height:	7-1/8(18.1)	11-1/8(28.3)
Max. weight:	42lbs (19.1kg)	40lbs (18.1kg)



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction
Applies to KAD only.

KSF

Spec-Form®

Intended Use

For car lots, street lighting or parking areas.

Features

Housing – Rugged, heavy-gauge, aluminum rectangular housing. All seams continuously welded for weathertight integrity. Dark bronze corrosion-resistant polyester powder finish (DDB) standard. Other architectural colors available.

Door Frame – Natural anodized, extruded aluminum frame with mitered corners, retained with two hinge pins and secured with one quarter-turn, quick-release fastener. Integrally designed, extruded silicone gasket provides weatherproof seal between housing and frame.

Lens – .125" thick, impact-resistant tempered glass with thermally applied, silk-screened power door shield.

Mounting – Extruded 4" (KSF1, KSF2) or 12" (KSF3) aluminum arm for square pole mounting shipped in fixture carton as standard. Optional mountings available.

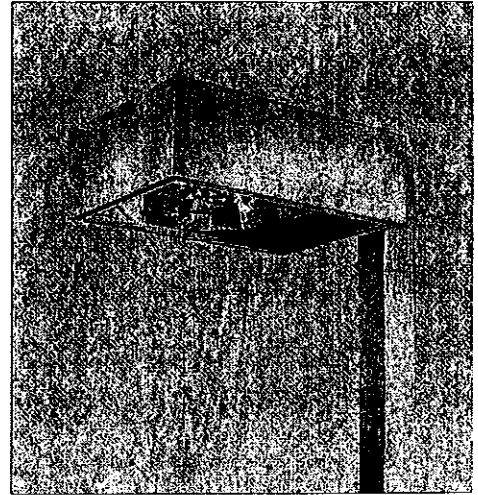
Optics – Anodized segmented reflectors provide superior uniformity and control. KSF1/KSF2 reflectors are rotatable and interchangeable. KSF3 Type IV is rotatable. Five cutoff distributions available: R2 (roadway), R3 (asymmetric), R4SC (forward throw, sharp cutoff), R4W (wide, forward throw), R5S (square).

Electrical – High reactance, high power factor for 150W and below. Constant wattage autotransformer for 175W and above. Copper wound and 100% factory tested. Removable power door and positive-locking disconnect plugs.

Socket – Porcelain, horizontally oriented, mogul-base socket (100M and 150M are medium-base) with copper alloy, nickel-plated screw shell and center contact. UL Listed 1500W, 600V.

Listings

UL Listed (standard). CSA Certified or NOM Certified (see Options). UL Listed for wet locations. IP65 rated.



Example: KSF1 150S R2 120 SP09 PER LPI

Ordering Information

Designation	Distribution	Voltage	Mounting	Options/accessories
High pressure sodium	R2 Type II roadway (sizes 1 and 2 only)	120	Included, KSF1/KSF2	Installed
KSF1 70S	R3 Type III asymmetric	208 ⁵	SP04 4" square pole arm (std.) ⁷	LPI Lamp included
KSF1 100S	R4 Type IV forward throw (size 3 only)	240 ⁵	SP09 9" square pole arm	L/LP Less lamp
KSF1 150S	R4SC Type IV forward throw, sharp cutoff (sizes 1 and 2 only)	277	RP04 4" round pole arm ⁷	SF Single fuse, 120V, 277V, 347V (n/a TB)
KSF2 250S	R4W Type IV wide, forward throw (size 2 only)	347	RP09 9" round pole arm	DF Double fuse, 208V, 240V, 480V (n/a TB)
KSF2 400S	R5S Type V square (sizes 2 and 3 only)	480 ⁵	WB04 4" wall bracket	PER NEMA twist-lock receptacle only (no photocontrol)
KSF3 1000S		TB ⁶	WB09 9" wall bracket	QRS Quartz restrike system (max lamp: KSF1 75W; KSF2 100W; KSF3 250W) ¹⁰
Metal halide			MB Mounting bracket (KSF1 only)	CR Enhanced corrosion resistance
KSF1 100M			Included, KSF3⁸	EC Emergency circuit
KSF1 150M ¹			SP12 12" square pole arm (std.)	SCWA Super CWA pulse start ballast (n/a HPS, 100M, 175M)
KSF1 175M			RP12 12" round pole arm	CSA CSA Certified
KSF1 200M ²			WW12 12" wood pole or wall	NOM NOM Certified (consult factory)
KSF1 250M			WB12 12" wall bracket	
KSF2 320M ^{2,3}			Shipped separately⁹	For optional architectural colors, see page 543.
KSF2 350M ^{2,3}			KMA Mast arm adapter	Shipped separately
KSF2 400M ^{1,3}			KTMB Twin mounting bar	PE1 NEMA twist-lock PE (120V-240V)
KSF3 1000M ^{1,4}			DA12P Degree arm (pole)	PE3 NEMA twist-lock PE (347V)
			DA12WB Degree arm (wall)	PE4 NEMA twist-lock PE (480V)
				PE7 NEMA twist-lock PE (277V)
				SC Shorting cap for PER option
				KSF_HS House-side shield (KSF1/KSF2: R2 and R3 only. KSF3: R3 and R4 only)
				KSF_VG Vandal guard (KSF1/KSF2 only)

NOTES:

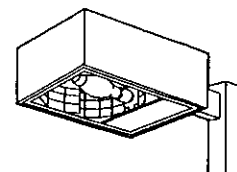
- 1 May be ordered with SCWA.
- 2 Must be ordered with SCWA.
- 3 Must use ED28 lamp.
- 4 Must use 8T37 lamp with R5S.
- 5 Consult factory for availability in Canada.
- 6 Optional multi-lap ballast (120V, 208V, 240V, 277V). In Canada 120V, 277V, 347V; ships as 120V/347V.
- 7 Use 9" arm when mounting two luminaires at 90°.
- 8 Use 12" arm when mounting two luminaires at 90°.
- 9 May be ordered as accessory.
- 10 QRSTD available in select wattages. Consult factory.
- 11 Includes mounting arm.



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

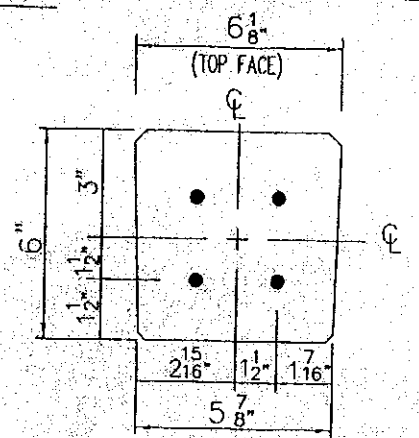
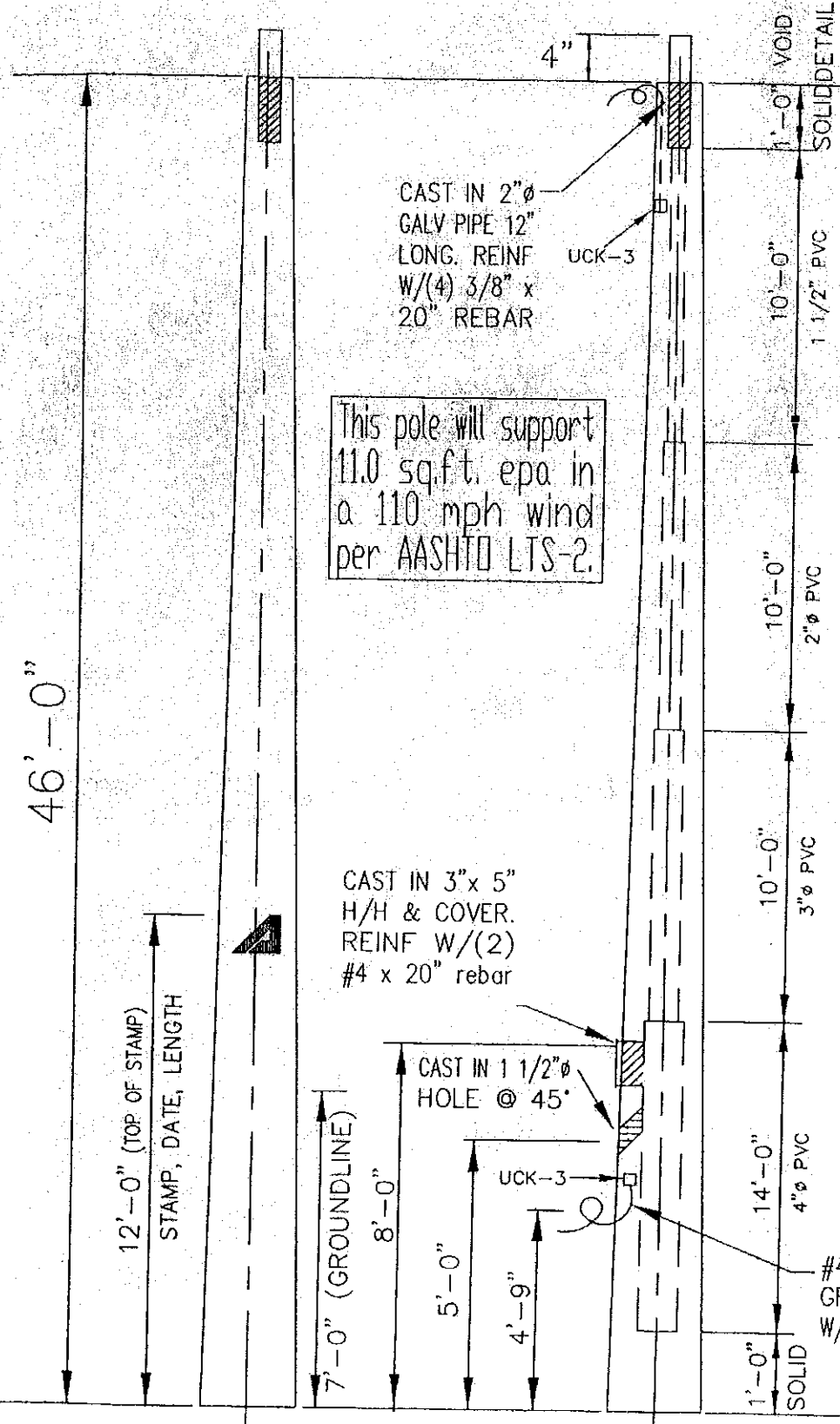
Dimensions are shown in inches (centimeters) unless otherwise noted.

	KSF1	KSF2	KSF3
EPA: ¹¹	1.5 ft ² (.14 m ²)	2.0 ft ² (.19 m ²)	3.0 ft ² (.28 m ²)
Length:	22 (55.9)	25-5/26 (64.3)	30-5/16 (77.0)
Width:	16-3/16 (41.1)	18-1/2 (47.0)	24-5/16 (61.8)
Height:	7-1/4 (18.4)	8-5/16 (21.1)	10-1/2 (26.7)
Max. weight:	39 lbs (17.7 kg)	55 lbs (24.9 kg)	85 lbs (38.6 kg)

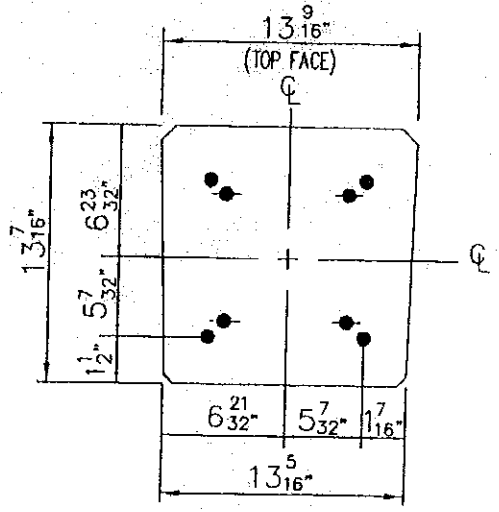


CONCRETE VOLUME = 1.098 C.Y.
 POLE WEIGHT: 4,490 LBS
 CONCRETE F'c = 6500 PSI
 ULTIMATE CAPACITY @ 2' = 2.4 kips

46'-0"



TIP END
VIEWED FROM BUTT



BUTT END
VIEWED FROM BUTT

- PRESTRESS
250K
(4) 1/2" @ 24,000 LBS
- DORMANT
(4) 1/2" x 36 FT

TOP FACE W/CAST

SIDE FACE W/CAST

JOB#	BED#	ON ORDER
	QTY.	

P8

46 II

T2S-0241-046T

ACCORD INDUSTRIES (407) 671-7676
 4001 FORSYTH RD., WINTER PARK, FL 32792

TAB 13

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

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Quasi-Judicial 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 type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: A request by Westpoint Industries, Inc. ("Applicant") and Old Dixie Associates, LLC ("Property Owner and Agent") for the approval of a special exception use for a 8,325 sf machinery, sales and manufacturing facility located at 1300 Old Dixie Highway in units 101,105,108 and 109 in the C-4 zoning district.

RECOMMENDED MOTION/ACTION: Motion to approve Resolution for special exception.

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

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney KER111107 <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input checked="" 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 _____ <i>[Signature]</i> OR Not applicable in this case _____ Please initial one.

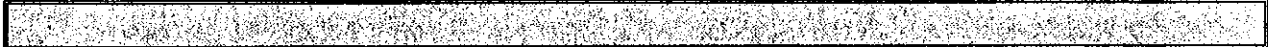
Summary Explanation/Background: The Applicant has requested the approval of an 8,325 sf Machinery, Sales and Manufacturing special exception use in the C-4 commercial zoning district, as part of a proposed expansion of the existing use currently located in units 101 and 109, to also include units 105 and 108. This use is expressly listed in the C-4 zoning district as a potential special exception use. Both the P&Z Board and Town Staff support the Applicant's request.



LAKE PARK TOWN HALL NATIONAL HISTORIC SITE
 "Jewel" of the Palm Beaches

**TOWN LAKE OF PARK
 TOWN COMMISSION**
 Meeting Date: December 19, 2007
 Date Prepared: December 4, 2007

REQUEST BY WESTPOINT INDUSTRIES, INC., FOR A SPECIAL EXCEPTION APPROVAL FOR AN 8,325 SF MACHINERY, SALES AND MANUFACTURING FACILITY LOCATED AT 1300 OLD DIXIE HIGHWAY (UNITS 101, 105, 108, AND 109), IN THE C-4 ZONING DISTRICT



APPLICANT'S REQUEST: A request by Westpoint Industries, Inc. ("Applicant") and Old Dixie Associates, LLC ("Property Owner and Agent") for the approval of a special exception use for a 8,325 sf *Machinery, sales and manufacturing facility* located at 1300 Old Dixie Highway in units 101,105,108 and 109 in the C-4 zoning district.

STAFF RECOMMENDATION: **APPROVAL** subject to the conditions of approval found herein.

P&Z RECOMMENDATION: **APPROVAL** subject to the conditions of approval found herein with the addition of the type (Live Oak) and height (12') of trees as per condition of approval (1).

BACKGROUND:

Applicant(s): Westpoint Industries, Inc. and Old Dixie Associates, LLC
Owner(s): Old Dixie Associates, LLC
Address/Location: 1300 Old Dixie Highway Units 101,105,108 and 109, Lake Park, FL 33403
Net Acreage: 0.191 acres (8,325 sf)
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 Use

North: Tire Kingdom
South: Miscellaneous Office
West: Warehouse
East: Vic's Transmission & A/C Service

SUMMARY OF REQUEST

The Applicant has requested the approval of an 8,325 sf Machinery, Sales and Manufacturing special exception use in C-4 commercial zoning district. This use is expressly listed in the C-4 zoning district as a special exception use, which:

“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.”

The Applicant currently operates an existing non-conforming machinery, sales and manufacturing (use) business on the subject property, which business is considered a non-conforming use that was “grandfathered” by virtue of the fact that the use pre-dated the provisions of the current Zoning Code. Until now, the Applicant had never applied for a Special Exception to legalize the “machinery, sales and manufacturing” use under the current Town Code. The Applicant submitted a letter in March of 2007 requesting zoning approval of the existing uses on the property. At that time, since the existing use was considered to be a legal non-conforming use due to its grandfather status, the Town issued a zoning approval. At that time, the Applicant also submitted a zoning confirmation request. In response, the Town issued a letter stating that although the Applicant could continue to operate the existing machinery, sales and manufacturing use under the grandfather clause, if the use was ever altered, expanded or demolished, the Applicant would be required to apply for a special exception in order to bring the non-conforming use into compliance with the current Town Zoning Code.

The Applicant is proposing to expand the existing business currently located in units 101 and 109, to also include units 105 and 108. Since the use is being expanded, the Applicant is required to obtain a special exception. Therefore, the Applicant is requesting that the Town Commission review and approve the Applicant's request for a special exception for a 8,325 sf machinery, sales and manufacturing use in the C-4 district on the subject property.

Staff finds that all the special exception criteria in the Town Code have been satisfied, and recommends that the Town Commission **APPROVE** the special exception request for a 8,325 sf machinery, sales and manufacturing facility in the C-4 district on the subject property.

SPECIAL EXCEPTION CRITERIA

The Town Commission may permit special exception uses in the C-4 zoning district, provided that the Town Commission determines that the proposed use meets the special exception zoning criteria established in Section 78-184 of the Town Code, and is consistent with 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.

The following policies indicate the consistency between the Comprehensive Plan and the proposed use:

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 expand an existing Machinery, Sales and Manufacturing facility, totaling 8,325 SF, which may be permitted as a special exception use in the C-4 district and determined solely by the Town Commission.

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 Future Land Use Map delineates this area as a commercial area. Machinery, Sales and Manufacturing Business is a commercial use. Section 78-74 allows for a Machinery, Sales and Manufacturing special exception use in the C-4 zoning district.

The proposed expansion space will not generate any additional traffic as it will be utilized as additional space to repair and manufacture parts, with the same number of employees. A machinery, sales and manufacturing business is classified as "Machinery, retail" and "Automotive service(...)"

in Table 78-142-1 of the Town Code, and both categories require four (4) spaces per 1,000 sf GFA. A proposed 8,325 sf facility requires a minimum of 33 spaces. The Applicant has 74 spaces available for the 1300 Old Dixie property. This includes parking for Units 102, 103, 104, 106 and 107, which are not included as part of this application. Units 102, 103, and 104 has a parts installation business, which also requires 4 parking spaces per 1,000 sf of GFA. Units 106 and 107 are currently vacant. Adequate parking is provided. The proposed use is consistent with this policy.

8.0 Conservation

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

The Applicant anticipates that the degree of noise, odor or other potential nuisance factors will not be increased by granting the special exception use of machinery, sales and manufacturing business. The existing business has been operating for over 10 years without any notable disturbances and/or nuisances. The expansion will simply serve as added space to perform the current machinery manufacturing. The proposed use is consistent with this policy.

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 proposed use is commercial in a commercial area. Surrounding businesses include auto repair, office, warehousing and industrial uses. Additionally, the adjoining use in units 102, 103, and 104 is a similar use of parts installation.

(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

The Code allows Machinery, Sales and Manufacturing as a special exception use in the C-4 zoning district under Section 78-74 of the Town Zoning Code. Special review and determination is required as per Code Section 78-74.

(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 Applicant's current business use is compatible with the character and use (existing and future) of the surrounding properties. The business is existing and is of a commercial nature. No changes are being proposed to the building's function, setbacks or height. The existing business and expansion will maintain the same hours of operation and will not generate any additional traffic with the added square footage. A minimum of thirty-three (33) parking spaces is required and is provided.

(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 is no similar use of this type in the area. It is assumed that the proposed expansion will not be detrimental to the area seeing as there haven't been any past disturbances and the business has been in existence for almost 10 years. The Fire department does require a letter from the fire sprinkler company stating that the coverage provided is adequate for the increased hazard to the building given the higher hazard occupancy being proposed.

(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.

The use will not result in an increase in persons utilizing the property at any given time. This will subsequently not generate any additional traffic and will not create a heightened degree of noise.

(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.

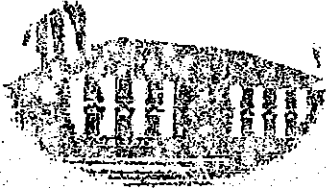
The proposed special exception will not reduce light and air to adjacent property, adversely affect property values, deter redevelopment, or impact any natural systems. The use will be located internal to an existing building that is currently operating as a Machinery, Sales and Manufacturing business. Employees have an interior lunch room and two dumpsters are located on the site and are used as trash receptacles. The Applicant would simply like to bring the use, including the proposed expansion area, into compliance by requesting review from the Town Commission, as is procedure in our Code.

Applicant's Response to Special Exception Criteria. Please see the attached justification statement to the special exception criteria as provided by the Applicant.

STAFF RECOMMENDATION ON SPECIAL EXCEPTION REQUEST:

Staff finds that all the criteria have been satisfied, and recommends that the Town Commission APPROVE the special exception request for a 8,325 sf Machinery, Sales and Manufacturing in units 101, 105, 108 and 109 at 1300 Old Dixie Highway with the following conditions of approval:

- (1) Add a minimum of two (2) 12' live oak trees along Gateway Road and South Killian Drive, with an additional four (4) 12' live oak trees along Old Dixie Highway
- (2) Correct efficiencies cited on the NFPA 25 fire sprinkler inspection report as per Palm Beach County Fire.



The Town of Lake Park

Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW Town of Lake Park

Community

NOV -7 2007

Development

Name of Applicant/Agent: WEST POINT INDUSTRIES, INC.
 Address: 1300 OLD DIXIE HWY SUITE 101 LAKE PARK
 Telephone: 561-848-8381 Fax: 561-842-6680
 E-mail address: WESTPOINT2001@aol.com
 Owner Agent (Attach Agent Authorization Form)

Owner's name (If not applicant): OLD DIXIE ASSOCIATES, LLC
 Address: 212 Caribbean Rd. Palm Beach, FL 33480
 Telephone: 206-790-2885 Fax: 561-848-9651
 E-mail address: REPURCHASE@BELLSOUTH.NET

Property Location: 1300 OLD DIXIE HIGHWAY,
LAKE PARK, FL 33403

Legal Description: NORTHLAKE BUSINESS PARK LT 99
(LESS W. 3.61 FT), LT 100, LT 101 & LOT 102.

Property Control Number: 36-43-42-20-09-000-0991

Future Land Use: C-4 Zoning: C-4

Acreage: 1.26 Acres Square Footage of Use: 8,325.00 SF (CURRENT + EXPANSION SF)

78.74

Proposed Use: MACHINERY, SALES AND MANU.

Zoning / Existing Use of Adjacent Properties:

North: C-4 TIRE KINGDOM

South: C-4 OFFICE MISC.

East: C-4 VIC'S TRANSMISSION & A/C SERVICE

West: C-4 WAREHOUSE

APPLICATION REQUIREMENTS:

- (1) Please discuss how the special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

see attached

- (2) Please discuss how the proposed special exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

see attached

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

see attached

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

see attached

- (5) Please explain how the special exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons

anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and (c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

see attached

- (6) Please explain how the proposed special exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) Does not adversely affect property values in adjacent areas; (c) Would not be 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; and (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

see attached

- (7) Please provide the following:
a. Special exception fee:

Special exception, nonresidential	Application	Plan Review fee	Escrow
	a. 0-4,999 square feet	550.00	300.00
	b. 5,000-14,999 square feet	750.00	400.00
	c. Greater than 14,999 square feet	1,250.00	600.00
	d. Modification to previously approved special exception	550.00	300.00
Special exception, residential			
	a. 0-4,999 square feet	550.00	300.00

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

Answer: The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is consistent with the goals, objectives and policies of the Town's Comprehensive Plan.

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

Answer: The Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is consistent with the goals, objectives and policies of the Town of Lake Park Code of Ordinances. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan.

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

Answer: The Applicant's current business use is compatible with the character and use (existing and future) of the surrounding properties. No changes are proposed to the building's function, setbacks or height. The existing business will maintain the same hours of operation as it has in the past. The existing business will maintain the same type of business as it has in the past. The existing business will maintain the same amount of traffic as it has in the past. The building's envelope will not change. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the

M. J. Beck

Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is compatible with the character and use (existing and future) of the surrounding property.

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

Answer: The Applicant's proposed Special Exception use will not create a concentration or proliferation of the same or similar type of this Special Exception use. To Applicant's knowledge there are very few new "startups" or "new to the area" businesses in this same Special Exception use field of "Machinery sales and manufacturing." Applicant's existing business is located in the C-4 Business District and is an allowable Special Exception use for this zoning designation, therefore, because it is compatible with the character and use (existing and future) of the surrounding area, there should be no detrimental affect to this area.

- (5) Please explain how the special exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual or other potential nuisances 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.

The Special Exception use granted to Applicant will not have a detrimental use on the surrounding properties. The number of persons anticipated to be using the premises will not change. The degree of noise, odor, visual or other potential nuisance's factors generated by the Special Exception use will not change. The effect on the amount and flow of traffic within the vicinity of the subject property will not change. The subject property is located in the C-4 Business District. The Applicant is applying for a special exception under code category 78.74 "Machinery, sales and manufacturing" to legalize an existing use. Applicant's existing business is a permitted use as a Special Exception in the C-4 Business District. Answer: The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and

W J Buck

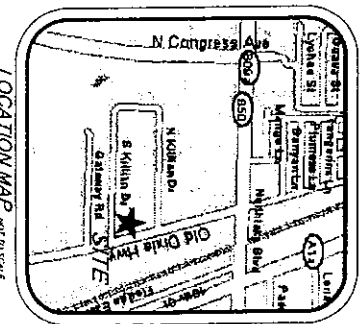
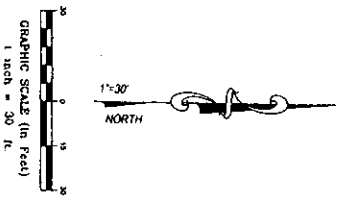
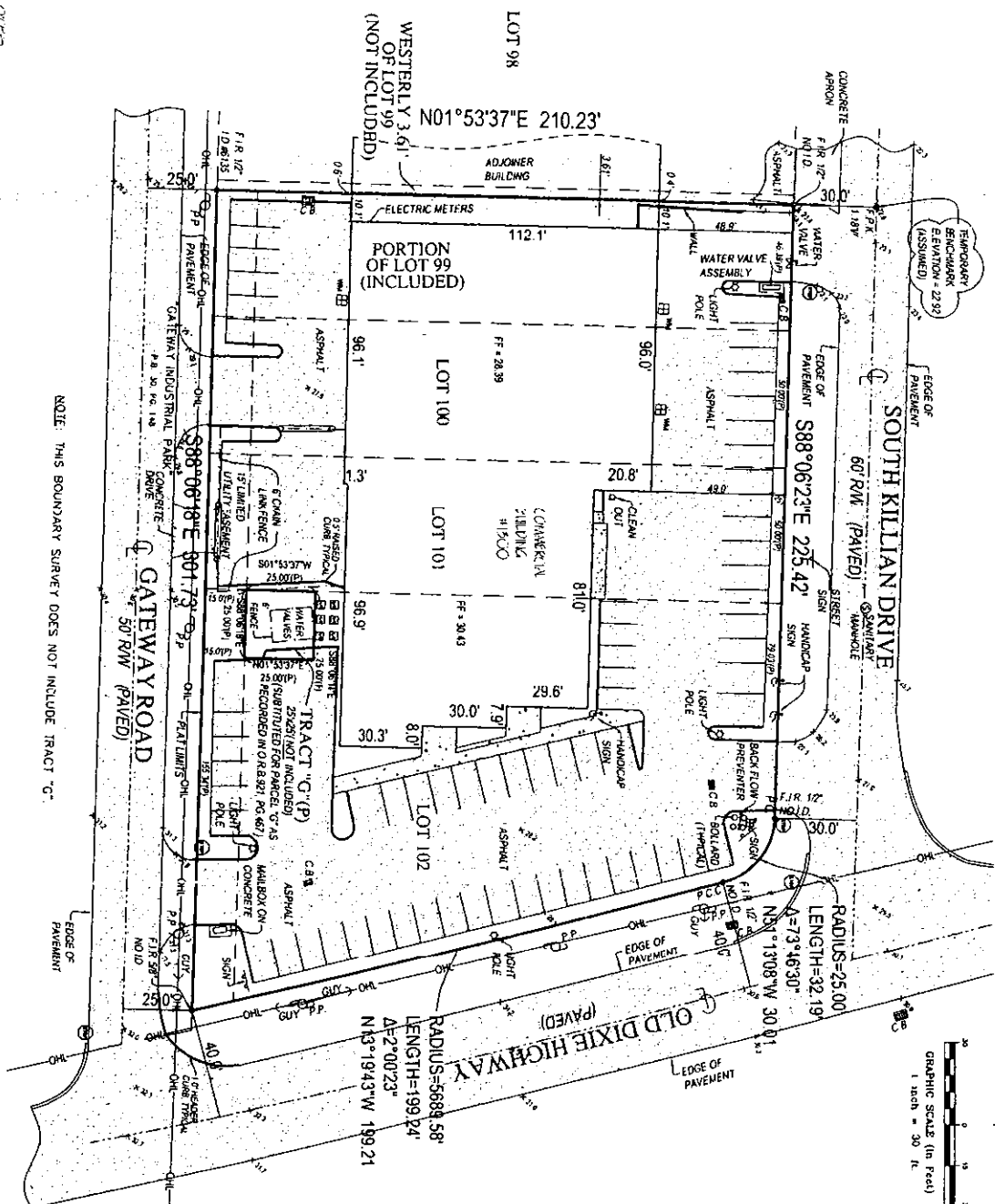
manufacturing” use is consistent with the goals, objectives and policies of the Town’s Comprehensive Plan.

- (6) Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) Does not adversely affect property values in adjacent areas; (c) Would not be 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; and (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Applicant’s proposed Special Exception use will not significantly reduce light and air to adjacent properties. Applicant’s proposed Special Exception use will not adversely affect property values in the adjacent areas. Applicant’s proposed Special Exception use would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations. Applicant’s Special Exception will not negatively impact adjacent natural systems or public facilities, including parks and open spaces. Applicant is a tenant occupying approximately 25% of the building. Employees have a lunch room and there are two dumpsters on site that are used for trash receptacles. There is ample parking for cars and bicycles. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 “Machinery, sales and manufacturing.” The Applicant’s existing business use is “Machinery, sales and manufacturing.” Applicant’s current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town’s Comprehensive Plan. Therefore, Applicant’s request to be granted Special Exception use for his current existing “Machinery, sales and manufacturing” use will not impact the adjacent surroundings and is consistent with the goals, objectives and policies of the Town’s Comprehensive Plan.



LOT 98, LESS THE Westerly 3.61 feet thereof, Lot 100, 101 and 102, NORTH LAKE BUSINESS PARK, according to the Plat thereof, as recorded in Plat Book 30, Page 93, of the Public Records of PALM BEACH COUNTY, Florida.



NOTE: THIS BOUNDARY SURVEY DOES NOT INCLUDE TRACT "C"

1. LEGAL DESCRIPTION PROVIDED BY CLIENT
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. NO SURVEYOR'S IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
4. ALL ANGLES AND DISTANCES SHOWN HEREON ARE NOT RECORDED AND MEASURED UNLESS OTHERWISE NOTED
5. ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM OF 22.92
6. THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SOUTH KILLIAN DRIVE, ASSUMED TO BEAR S88°06'18\"/>

NOTES

FLOOD ZONE C
COMMUNITY NUMBER 13212
PANEL 0805
SURFEX B

INTERSECTION OF SURVEY

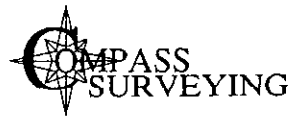
- F FOUND
- FF FINISHED FLOOR
- ID IDENTIFICATION
- IR IRON ROD AND CAP
- LB LICENSED BUSINESS
- N.A.V.D. NORTH AMERICAN VERTICAL DATUM
- OH OVERHEAD UTILITIES
- P PLAK
- P.P. UTILITY POLE
- P.K. PARKER KILON NAIL
- PSM PROFESSIONAL SURVEYOR MAPPER
- R.W. RIGHT OF WAY
- S SET
- ST STREET
- IR IRON ROD

SPECIAL LEGEND

- ☐ CENTERLINE
- ☐ CATCH BASIN
- ☐ LIGHT POLE
- ☐ GUY
- ☐ STOP SIGN
- ☐ BACK FLOW PREVENTER
- ☐ HANDICAP SIGN
- ☐ CLEAN OUT
- ☐ WATER METERS
- ☐ SANITARY MANHOLE
- ☐ WATER VALVE
- ☐ UTILITY POLE
- ☐ EXISTING ELEVATIONS

Jay L. Sweet PSM #5747
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

1300 OLD DIXIE HIGHWAY, LAKE PARK, FL 33409
DOUG BUCK

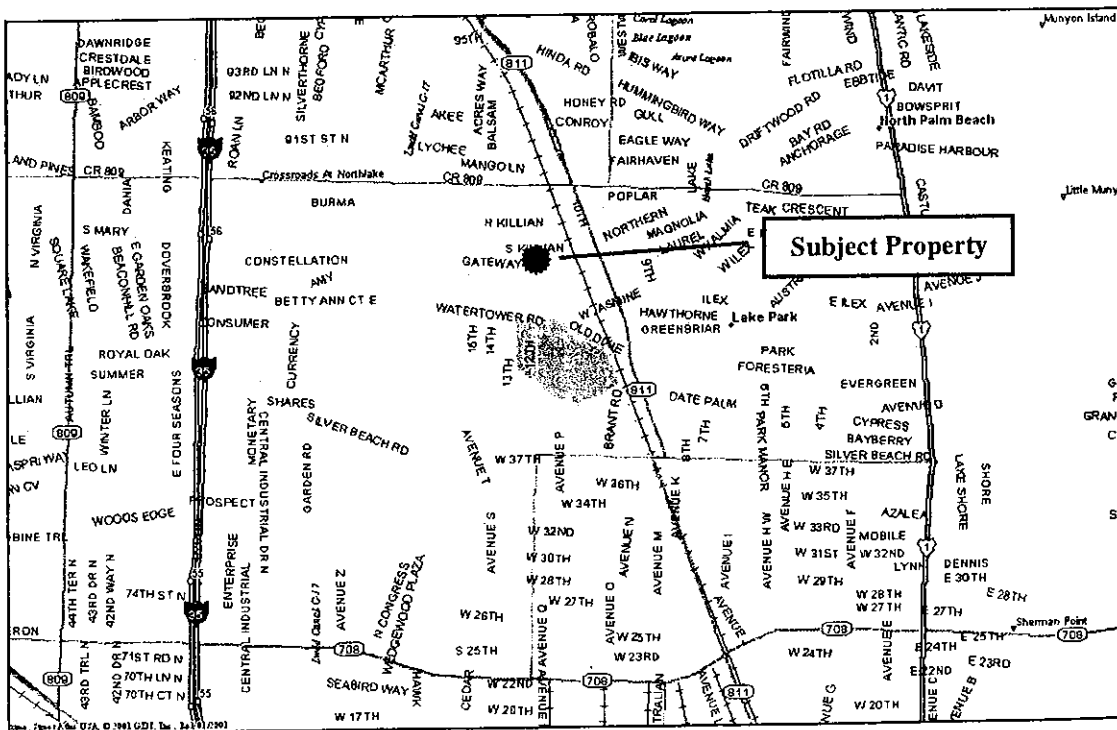
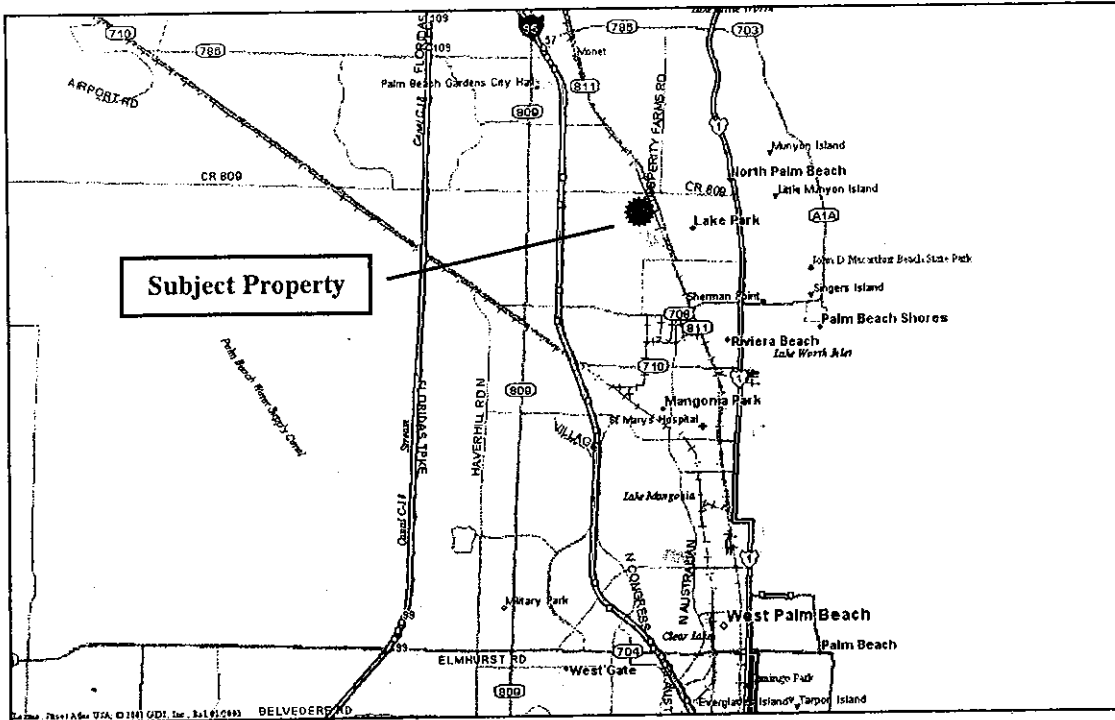


5601 CORPORATE WAY, SUITE 210
WEST PALM BEACH, FL 33409
PHONE: 561.640.4277
FAX: 561.640.4261

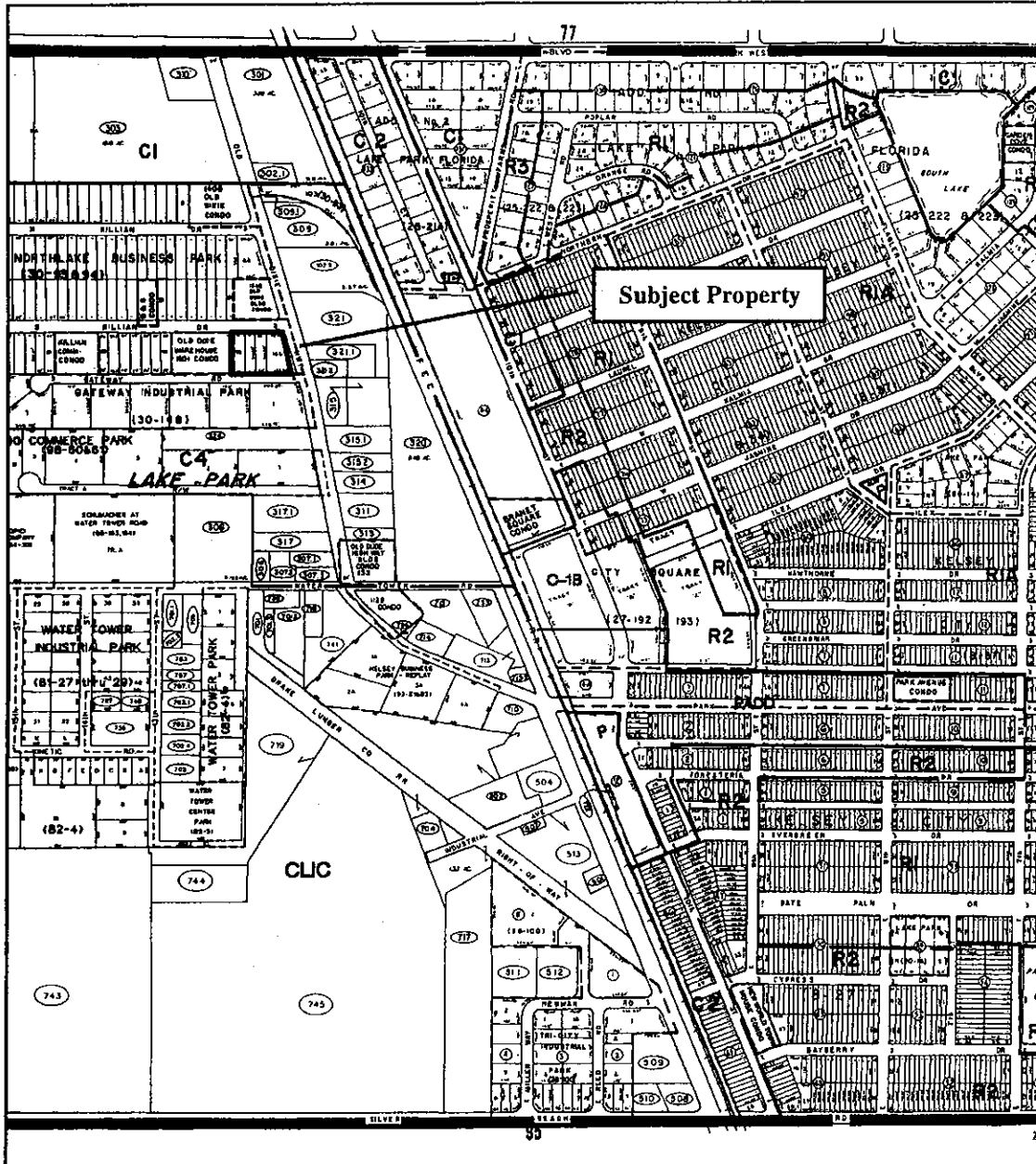
DATE	11-1-20
SCALE	1" = 30'
DATE	11-1-20

NO.	1
OF	1

AREA / LOCATION MAPS



PLAT MAP



Legal Description

Lot 99, LESS the Westerly 3.61 feet thereof, Lots 100, 101 and 102, NORTHLAKE BUSINESS PARK, according to the Plat thereof, as recorded in Plat Book 30, Page 93, of the Public Records of PALM BEACH County, Florida.

Community Number: 120212 Panel: 0005

Suffix: B Flood Zone: C

Field Work: 7/16/2003

*Property Address:
1300 OLD DIXIE HIGHWAY
LAKE PARK, Florida 33403*

Survey Number: W-67585

PALM BEACH COUNTY
OCCUPATIONAL LICENSE
EXPIRES: SEPTEMBER - 30 - 2008

CLASSIFICATION

CNTY \$33.00

** LOCATED AT

WEST POINT INDUSTRIES
 GREAVES BOB
 MARCH SALES INC

1300 OLD DIXIE HWY
 LAKE PARK FL 33403

TOTAL \$33.00

Is hereby licensed at above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:
MACHINE SHOP

THIS IS NOT A BILL - DO NOT PAY
 PAID. PBC TAX COLLECTOR
 \$33.00 OCC 049 1476912 07-25-2007

Anne M. Gannon
 TAX COLLECTOR, PALM BEACH COUNTY

**THIS LICENSE VALID ONLY WHEN RECEIPTED BY
 TAX COLLECTOR**

WEST POINT, INC.
 000-0000

TOWN OF LAKE PARK

LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

2008

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2008

No: 02335

Date: 10/12/07

Address: 1300 OLD DIXIE HWY
 LAKE PARK FL 33403
 Activity: RE052 REPAIR SHOP/SVC - BUS. IN TOWN



Tax 122.00
 Penalty
 Transfer

Total Paid 122.00

Issued to: WEST POINT, INC.
 1300 OLD DIXIE HWY
 LAKE PARK FL 33403

Anne M. Costello
 BUSINESS TAX OFFICIAL

TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS

A

RESOLUTION NO. 95-12-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING THE APPLICATION OF WESTPOINT INDUSTRIES, INC., FOR A SPECIAL EXCEPTION FOR A 8,325 SQUARE FOOT MACHINERY, SALES AND MANUFACTURING USE, LOCATED IN UNITS 101, 105, 108, AND 109 AT 1300 OLD DIXIE HIGHWAY IN THE C-4 COMMERCIAL ZONING DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Old Dixie Associates, Inc., is the owner (the “Owner”) of a 0.191± acre parcel of real property located in the C-4 business zoning district in the Town of Lake Park, Florida (the “Town”), the legal description of which is attached hereto and incorporated herein as **Exhibit “A”** (the “subject property” or the “Site”); and

WHEREAS, Westpoint Industries, Inc., is a tenant of the subject property and currently occupies Units 101, 105, 108 and 109; and

WHEREAS, Westpoint Industries, Inc., (the “Applicant”) has submitted an application (the “Application”) for the approval of 8,325 square foot machinery, sales, and manufacturing facility as a special exception use located in Units 101, 105, 108, and 109 on the subject property (the “Application”); and

WHEREAS, Town Code Section 78-74 allows for “machinery, sales and manufacturing” as a special exception use in the C-4 zoning district; and

WHEREAS, on December 3, 2007 the Town’s Planning and Zoning Board (the “Board”) reviewed and considered the Application, and the Board has provided its recommendation of approval of the Application to the Town Commission; and

WHEREAS, the Application and the Board’s recommendation have been forwarded to the Town Commission for final consideration at a quasi-judicial hearing; and

WHEREAS, the Town Commission conducted a quasi-judicial hearing on December 19, 2007 to consider the Application; and

WHEREAS, at this hearing the Town Council considered the evidence presented by the Town Staff, the Owner, the Applicant, and other interested parties and members of the public as to the Application’s consistency with the Town’s Comprehensive Plan, and whether it meets the Town’s Land Development Regulations; and

WHEREAS, at this hearing, the Town Council considered the evidence presented by the

Town Staff, the Owner, the Applicant, and other interested parties and members of the public regarding whether the Application meets the special exception criteria of Section 78-184 of the Town Code; and

WHEREAS, the Town Commission has heard this matter in public session, and has considered the presentation of sworn testimony by the Applicant, the Owner, Town staff and other witnesses, has received other evidence presented by the Applicant, the Owner, and interested members of the public, has received and considered the recommendations of the Town staff and the Town's Planning and Zoning Board, and has otherwise been fully informed regarding this matter.

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

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

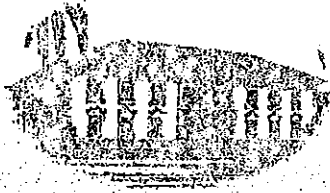
Section 2. The Town Commission having determined that the Application for a Special Exception for a 8,325 square foot machinery, sales, and manufacturing facility in Units 101, 105, 108 and 109 at 1300 Old Dixie Highway meets the special exception criteria of Section 78-184 of the Town Code, and the same having been heard at a quasi-judicial hearing on December 19, 2007, and after being otherwise fully apprised of the premises herein, the Town Commission hereby approves the Special Exception. The special exception use granted hereby may not be expanded without obtaining an additional special exception approval.

Section 3. This Resolution shall take effect immediately upon adoption.

Exhibit "A" - Legal Description

LEGAL DESCRIPTION for 1300 Old Dixie Highway, Lake Park, Florida 33409

Lot 99, LESS the Westerly 3.61 feet thereof , Lots 100,101, and 102, NORTHLAKE BUSINESS PARK; according to the Plat thereof, as recorded in Plat Book 30, Page 93, of the Public Records of PALM BEACH County, Florida.



The Town of Lake Park

Community Development Department
Community Development

DEC - 4 2007 NOV - 7 2007

APPLICATION FOR SPECIAL EXCEPTION REVIEW Town of Lake Park

Name of Applicant/Agent: WEST POINT INDUSTRIES, INC.
 Address: 1300 OLD DIXIE HWY SUITE 101 LAKE PARK
 Telephone: 561-848-8381 Fax: 561-842-6680
 E-mail address: WESTPOINT2001@aol.com
 Owner Agent (Attach Agent Authorization Form)

Owner's name (if not applicant): OLD DIXIE ASSOCIATES, LLC
 Address: 212 Caribbean Rd. Palm Beach, FL 33480
 Telephone: 206-790-2885 Fax: 561-848-9651
 E-mail address: REPURCHASE@BELLSOUTH.NET

Property Location: 1300 OLD DIXIE HIGHWAY, LAKE PARK, FL 33403

Legal Description: NORTHLAKE BUSINESS PARK LT 99 (LESS W. 3.61 FT), LT 100, LT 101 & LOT 102.

Property Control Number: 36-43-42-20-09-000-0991

Future Land Use: C-4 Zoning: C-4

Acreage: 1.26 Acres Square Footage of Use: 8,325.00 SF (CURRENT + EXPANSION SF)

78.74

Proposed Use: MACHINERY, SALES AND MANU.

Zoning / Existing Use of Adjacent Properties:

North: C-4 TIRE KINGDOM

South: C-4 OFFICE MISC.

East: C-4 VLS TRANSMISSION & A/C SERVICE

West: C-4 WAREHOUSE

APPLICATION REQUIREMENTS:

- (1) Please discuss how the special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

see attached

- (2) Please discuss how the proposed special exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

see attached

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

see attached

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

see attached

- (5) Please explain how the special exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons

anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and (c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

see attached

- (6) Please explain how the proposed special exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) Does not adversely affect property values in adjacent areas; (c) Would not be 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; and (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

see attached

- (7) Please provide the following:

a. Special exception fee:

Special exception, nonresidential	Application	Plan Review fee	Escrow
	a. 0-4,999 square feet	550.00	300.00
	b. 5,000-14,999 square feet	750.00	400.00
	c. Greater than 14,999 square feet	1,250.00	600.00
	d. Modification to previously approved special exception	550.00	300.00
Special exception, residential			
	a. 0-4,999 square feet	550.00	300.00

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

Answer: The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is consistent with the goals, objectives and policies of the Town's Comprehensive Plan.

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

Answer: The Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is consistent with the goals, objectives and policies of the Town of Lake Park Code of Ordinances. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan.

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

Answer: The Applicant's current business use is compatible with the character and use (existing and future) of the surrounding properties. No changes are proposed to the building's function, setbacks or height. The existing business will maintain the same hours of operation as it has in the past. The existing business will maintain the same type of business as it has in the past. The existing business will maintain the same amount of traffic as it has in the past. The building's envelope will not change. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the

M. J. Blalock

Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use is compatible with the character and use (existing and future) of the surrounding property.

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

Answer: The Applicant's proposed Special Exception use will not create a concentration or proliferation of the same or similar type of this Special Exception use. To Applicant's knowledge there are very few new "startups" or "new to the area" businesses in this same Special Exception use field of "Machinery sales and manufacturing." Applicant's existing business is located in the C-4 Business District and is an allowable Special Exception use for this zoning designation, therefore, because it is compatible with the character and use (existing and future) of the surrounding area, there should be no detrimental affect to this area.

- (5) Please explain how the special exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual or other potential nuisances 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.

The Special Exception use granted to Applicant will not have a detrimental use on the surrounding properties. The number of persons anticipated to be using the premises will not change. The degree of noise, odor, visual or other potential nuisance's factors generated by the Special Exception use will not change. The effect on the amount and flow of traffic within the vicinity of the subject property will not change. The subject property is located in the C-4 Business District. The Applicant is applying for a special exception under code category 78.74 "Machinery, sales and manufacturing" to legalize an existing use. Applicant's existing business is a permitted use as a Special Exception in the C-4 Business District. Answer: The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and

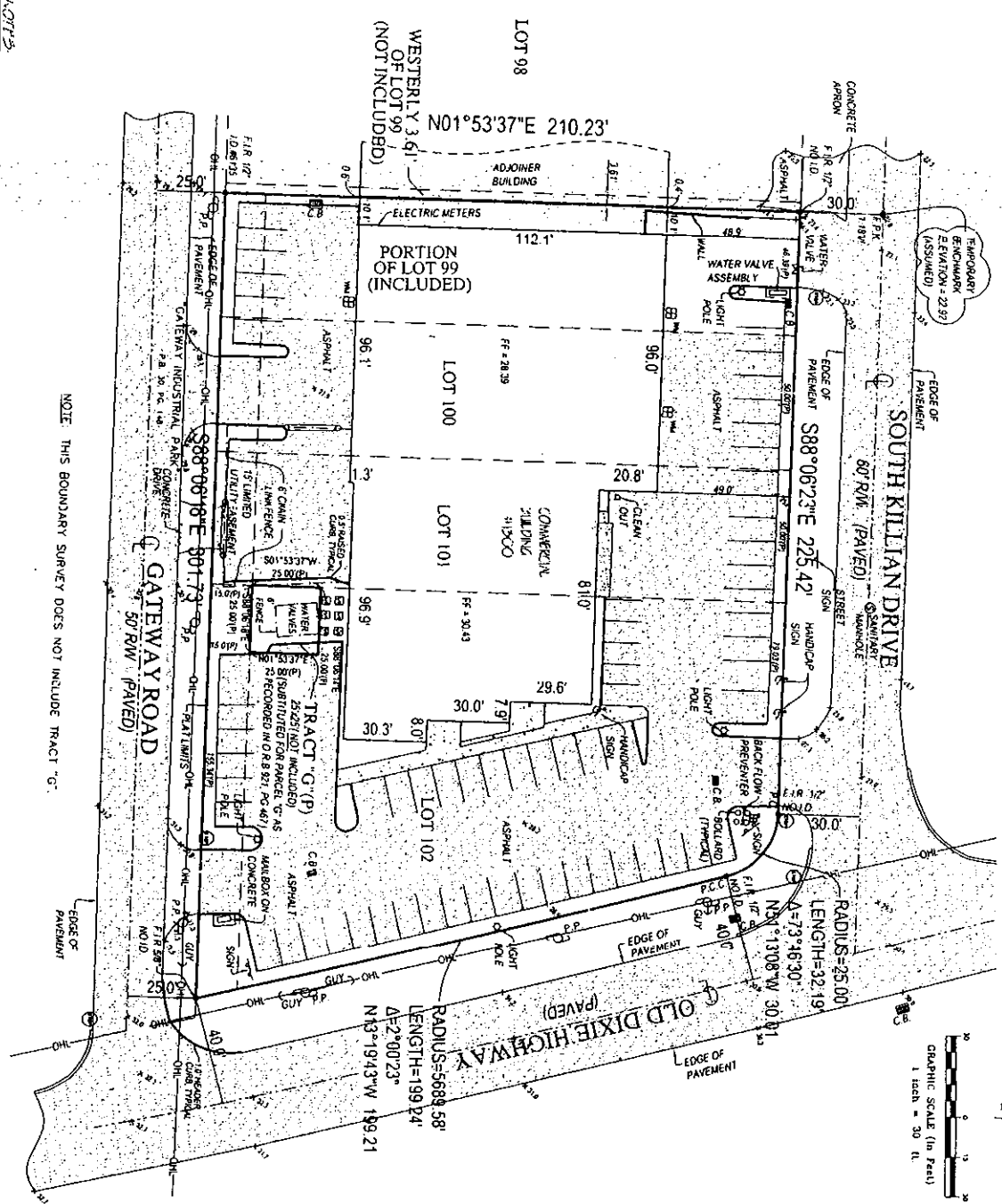
W J Buck

manufacturing" use is consistent with the goals, objectives and policies of the Town's Comprehensive Plan.

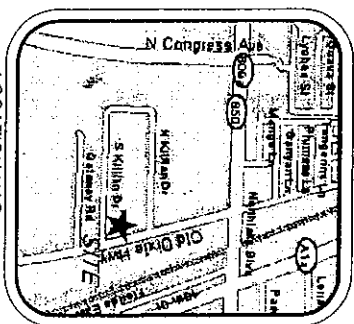
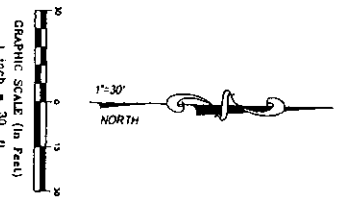
- (6) Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) Does not adversely affect property values in adjacent areas; (c) Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Applicant's proposed Special Exception use will not significantly reduce light and air to adjacent properties. Applicant's proposed Special Exception use will not adversely affect property values in the adjacent areas. Applicant's proposed Special Exception use would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations. Applicant's Special Exception will not negatively impact adjacent natural systems or public facilities, including parks and open spaces. Applicant is a tenant occupying approximately 25% of the building. Employees have a lunch room and there are two dumpsters on site that are used for trash receptacles. There is ample parking for cars and bicycles. The subject property is located in the C-4 Business District. The Applicant is applying for a Special Exception under code category 78.74 "Machinery, sales and manufacturing." The Applicant's existing business use is "Machinery, sales and manufacturing." Applicant's current business use is a permitted Special Exception use in the C-4 Business District which is part of the Town's Comprehensive Plan. Therefore, Applicant's request to be granted Special Exception use for his current existing "Machinery, sales and manufacturing" use will not impact the adjacent surroundings and is consistent with the goals, objectives and policies of the Town's Comprehensive Plan.

W. J. Beck



NOTE: THIS BOUNDARY SURVEY DOES NOT INCLUDE TRACT 'G'.



FLOOD ZONE C
 COMMUNITY NUMBER: 122712
 PANEL: 0005
 SUFFIX: B

ABBREVIATION DESCRIPTION

F	FOUND
FF	FINISHED FLOOR
ID	IDENTIFICATION
IR.C	IRON ROD AND CAP
LB	LICENSED BUSINESS
NA.V.D.	NORTH AMERICAN VERTICAL DATUM
OH	OVERHEAD UTILITIES
P	PLANT
P.P.	UTILITY POLE
P.K.	PARALLEL KILN MAIL
PSM	PROFESSIONAL SURVEYOR MAPPING
R.W.	RIGHT OF WAY
S	SET
ST	STREET
I.R.	IRON ROD

SYMBOL LEGEND

⊕	CENTERLINE
⊕	CATCH BASIN
⊕	LIGHT POLE
⊕	GUY
⊕	STOP SIGN
⊕	BACK FLOW PREVENTER
⊕	HANDICAP SIGN
⊕	CLEAN OUT
⊕	WATER METER
⊕	SANITARY MANHOLE
⊕	WATER VALVE
⊕	UTILITY POLE
⊕	EXISTING ELEVATIONS

1. LEGAL DESCRIPTION PROVIDED BY CLIENT
 2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
 3. ALL SUBJECT IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
 4. ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORDED AND MEASURED UNLESS OTHERWISE NOTED
 5. ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM OF 22.92'
 6. THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SOUTH KILLIAN DRIVE, ASSUMED TO BEAR S88°06'23"E

Jay L. Sneed PSM #5717
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

COMPASS SURVEYING

5601 CORPORATE WAY, SUITE 210
 WESLEY, FL 32409
 PHONE: 561.640.4277
 FAX: 561.640.4261
 LB #2463

BOUNDARY SURVEY

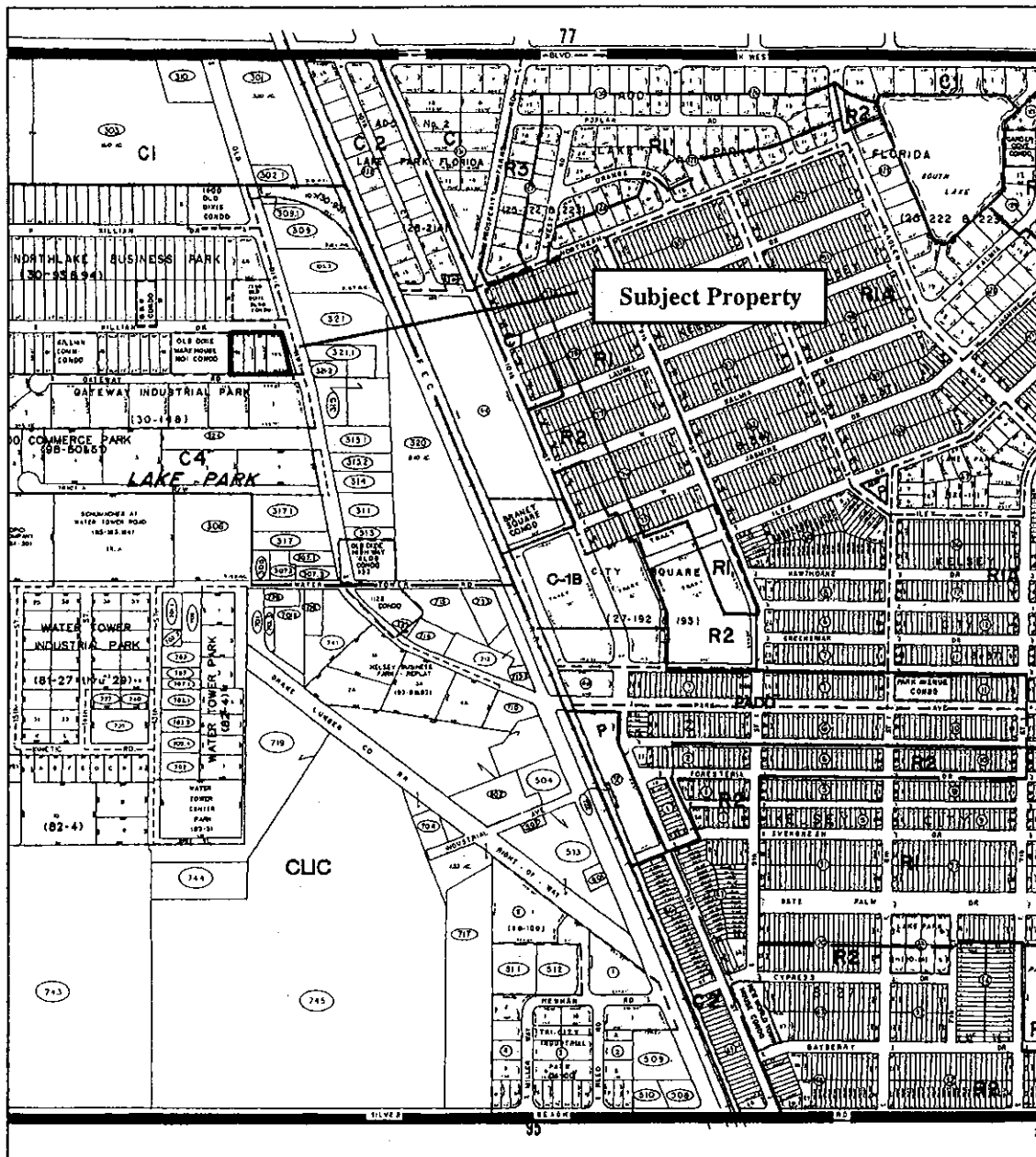
1300 OLD DIXIE HIGHWAY, LAKE PARK, FL 33409

PREPARED FOR
DOUG BUCK

Scale: 1" = 30'

Sheet: 1 of 1

PLAT MAP



Legal Description

Lot 99, LESS the Westerly 3.61 feet thereof, Lots 100, 101 and 102, NORTHLAKE BUSINESS PARK, according to the Plat thereof, as recorded in Plat Book 30, Page 93, of the Public Records of PALM BEACH County, Florida.

Community Number: 120212 Panel: 0005

Suffix: B Flood Zone: C

Field Work: 7/16/2003

*Property Address:
1300 OLD DIXIE HIGHWAY
LAKE PARK, Florida 33403*

Survey Number: W-67585

CLASSIFICATION

PALM BEACH COUNTY

OCCUPATIONAL LICENSE

EXPIRES: SEPTEMBER - 30 - 2008

** LOCATED AT

WEST POINT INDUSTRIES
GREAVES BOB
MARCH SALES INC

1300 OLD DIXIE HWY
LAKE PARK FL 33403

CNTY \$33.00

TOTAL \$33.00

Is hereby licensed at above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

MACHINE SHOP

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR
\$33.00 OCC 049 1476912 07-25-2007

Anne M. Gannon
TAX COLLECTOR, PALM BEACH COUNTY

THIS LICENSE VALID ONLY WHEN RECEIPTED BY
TAX COLLECTOR

WEST POINT, INC.
000-0000

2008

Address: 1300 OLD DIXIE HWY
LAKE PARK FL 33403
Activity: RE052 REPAIR SHOP/SVC - BUS. IN TOWN

TOWN OF LAKE PARK

LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2008

No: 02335

Date: 10/12/07

Tax 122.00
Penalty
Transfer

Total Paid 122.00

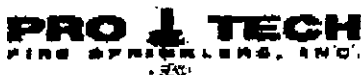


Issued to: WEST POINT, INC.
1300 OLD DIXIE HWY
LAKE PARK FL 33403

A

TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS
BUSINESS TAX OFFICIAL

Anne M. Costello



9062 S.E. Pomona Street, Hobe Sound, Florida 33456
Phone (772) 546-9500 TOLL FREE (877) 924-FIRE FAX (772) 546-9599

REPORT OF INSPECTION

Inspection Report # 003 Inspection Contract # _____ Inspector's Listing #: 83906200012000
 Inspector: Shawn Newland/Wesley Murray Quarterly g Annual
 Report to: Old Dixie Associates, LLC Bldg. Or Location: T. H. Battling/Welding Shop/Excellent Performance
 Address: 1300 Old Dixie Hwy. Address: Same
Lake Park, Florida 33403
 Conferred with: Dorothy Kefauver Date of Inspection: November 17, 2006

	YES	N/A	NO
1. GENERAL			
a. Is the building occupied according to information furnished by owner or owner's representative?.....	X		
b. Is the occupancy same as previous inspection according to information furnished by owner or owner's representative?.....	X		
c. Are all systems in service?.....	X		
d. Are all Fire Protection Systems same as last inspection according to information furnished by owner's representative?.....	X		
e. Is the building completely sprinklered?.....			X
f. Are all new additions and building changes properly protected according to information furnished by owner or owner's representative?.....	X		
g. Is all stock or storage property below sprinkler piping?.....			X
h. Was property free of fire since last inspection according to information furnished by owner or owner's representative? (Explain if applicable on separate sheet).....	X		
i. In areas protected by wet system, does the building appear to be properly heated in all areas, including blind attics, perimeter areas and are all exterior openings protected against entrance of cold air?.....	X		
2. CONTROL VALVES			
a. Are all sprinkler system main control valves open?.....	X		
b. Are all other valves in proper position?.....	X		
c. Are all other control valves in good condition and sealed or supervised?.....	X		
3. WATER SUPPLIES			
a. Was a water flow test made and results satisfactory?.....	X		
4. TANKS, PUMPS, FIRE DEPARTMENT CONNECTIONS			
a. Are fire pumps, gravity tanks, reservoirs and pressure tanks in good condition and properly maintained?....		X	
b. Are fire department connections in satisfactory condition, couplings free, caps in place and check valves tight?.....			X
5. WET SYSTEMS			
a. Are cold weather valves open and closed as necessary?.....		X	
b. Have anti-freeze systems been tested and left in satisfactory condition?.....		X	
6. DRY SYSTEMS			
a. Is dry valve in service and in good condition?.....		X	
b. Is air pressure and priming water level normal?.....		X	
c. Is air compressor in good condition?.....		X	
d. Were low points drained during Fall and Winter inspections?.....		X	
e. Are quick opening devices in service?.....		X	
f. Have dry valves been trip tested satisfactory as required?.....		X	
g. Are dry valves adequately protected from freezing?.....		X	
h. Is valve house and heater condition satisfactory?.....		X	

PRO-TECH FIRE SPRINKLERS, INC.
1300 Old Dixie Hwy., Association
11/17/2006

Inspection Comments:

1. Riser -
 - a. Fire Department Connection - 2 1/2" swivel couplings require service, devices are partially frozen & would not free spin as required. Additionally installation of 2 - 2 1/2" Breakaway caps are required. Caps protect internal threads from damage and debris accumulation.
 - b. Hydrostatic Pressure Gauges - Advise replacement of two (2) existing 0-300 psi gauges. Code states devices shall be re-calibrated and/or replaced on five year intervals. Existing devices appear to be original.
Note: Due to process required to re-calibrate devices, it is cost effective to replace.
 - c. Main Drain - Advise fabrication and installation of 2" discharge piping on existing drain valve to minimize water damage during testing procedures. Additionally installation of identification signage is required.
 - d. Main System Control Valve - Installation of identification signage is required.
 - e. Spare Sprinkler Cabinet - Advise installation of new sprinkler cabinet with appropriate sprinklers and wrenches/s. Cabinet contains spare representative sprinklers utilized in system for emergency replacement purposes.
Note: Existing cabinet is broken, existing sprinklers are contaminated.
 - f. Mechanical Water Motor Gong - Complete piping arrangement and retard chamber are non-functional. Code states device shall be maintained and in working condition. Due to presence of adjacent electronic water flow device, code permits removal of mechanical arrangement and outlets plugged off. If device is to remain than complete rebuild is required.
 - g. Advise cleaning of exterior riser components and painting, excessive corrosion present. Painting of equipment shall extend life expectancy.
 - h. Hydraulic Data Placard - Placard provides design criteria for system. Not provided.
2. Double Detector Check Valve Assembly -
2 - 6" os&y control valves are required to be identified/labeled.
3. Inspectors Test Valve Assembly -
Installation of identification signage is required.
4. Space #101 - (West Point Inc. Welding Shop) -
 - a. Front Reception desk - One (1) fire sprinkler Esq. trim plate missing. Advise install accordingly.
 - b. Reception Restroom - One (1) existing Esq. trim plate is missing and sprinkler elevation is recessed into ceiling. Incorrect orientation. Advise extending existing device to proper elevation for 2pc canopy trim and/or change to different style Esq. trim plate. Note: Removal of existing sprinkler head shall be required to facilitate repairs.
 - c. Entry Hallway - Two (2) existing Esq. trim plates are missing and sprinkler elevation is recessed into ceiling. Incorrect orientation. Advise extending existing device to proper elevation for 2pc canopy trim and/or change to different style Esq. trim plate. Note: Removal of existing sprinkler head shall be required to facilitate repairs.
 - d. Shop Bathroom - One (1) existing Esq. trim plate is missing and sprinkler elevation is recessed into ceiling. Incorrect orientation. Advise extending existing device to proper elevation for 2pc canopy trim and/or change to different style Esq. trim plate. Note: Removal of existing sprinkler head shall be required to facilitate repairs.
 - e. Shop - Two (2) existing Esq. trim plates are missing and sprinkler elevation is recessed into ceiling. Incorrect orientation. Advise extending existing device to proper elevation for 2pc canopy trim and/or change to different style Esq. trim plate. Note: Removal of existing sprinkler head shall be required to facilitate repairs.
 - f. Advise continued monitoring of existing overhead sprinklers for loading/contamination.
 - g. Storage Bay - Scrap metal/Trash - Advise cleaning and/or replacement of fifteen (15) overhead sprinklers. Excessive loading/contamination observed.
5. Space #103 (Excellent Performance) -
 - a. Shop Restroom/Storage Room - Installation of ceiling is required or removal of one (1) existing fire sprinkler head. Existing configuration is incorrect for application.
 - b. Maintain a minimum of 18" clearance beneath fire sprinklers throughout facility at all times.
 - c. Advise continued monitoring of existing overhead sprinklers for loading/contamination.
6. Tommy Huttons Batting & Training -
 1. Office Bathroom - Missing one (1) Esq. trim plate. Advise install accordingly.
 2. Storage Room and Hallway - Installation of two (2) fire sprinklers are required. Existing areas do not have fire protection as required.

End of Report

Wc 113
50-1

This Warranty Deed

Made this 31st day of August, 2005 by
STERE MINA AND JOITA MINA, HUSBAND AND WIFE

CFN 20050584204
OR BK 19254 PG 0159
RECORDED 09/15/2005 13:54:20
Palm Beach County, Florida
ANT 1,850,000.00
Doc Stamp 12,950.00
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0159; (1pg)

hereinafter called the grantor, to
OLD DIXIE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY
COMPANY

whose post office address is:
C/O DOUGLAS J. BUCK
212 CARIBBEAN ROAD
PALM BEACH, FL 33480

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in PALM BEACH County, Florida, viz:

Lot 99, less the Westerly 3.61 feet thereof, Lots 100, 101 and 102, NORTHLAKE BUSINESS PARK, according to the plat thereof, recorded in Plat Book 30, Page 93 of the Public Records of Palm Beach County, Florida.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 36-43-42-20-09-000-0991

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:




Witness: (Signature)

Print Name: LOU COPE




Witness: (Signature)

Print Name: Edward Tompkins



Witness: (Signature)

Print Name: LOU COPE

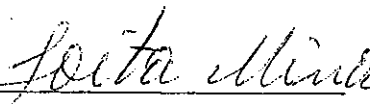


Witness: (Signature)

Print Name: Edward Tompkins



STERE MINA
11699 RANDOLPH SIDING ROAD
JUPITER, FL 33478



JOITA MINA
11699 RANDOLPH SIDING ROAD
JUPITER, FL 33478

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by STERE MINA AND JOITA MINA, HUSBAND AND WIFE, who is personally known to me or who has produced *Driver License* as identification.

NOTARY PUBLIC (signature)

Print Name:

My Commission Expires:

Stamp/Seal:

Prepared by and Returned to:

Cynthia C Quinn

Sunbelt Title Agency

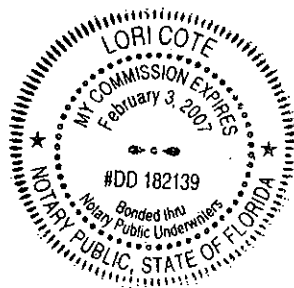
631 U.S. Highway One, Suite 102

Incident to the issuance of a title insurance contract.

warrantydeed.dot

rev. 01/24/05

pl



TAB 14

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

Meeting Date: December 19, 2007

Agenda Item No.

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

SUBJECT: Establishing a Storm Water Utility

RECOMMENDED MOTION/ACTION: Staff Requests Consideration

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

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ NA Funding Source: Acct. #	Attachments: N/A
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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: There is a dyer need for the installation of storm water infrastructure in various areas throughout the Town. To staff's knowledge, the primary sources of funding the Town has utilized for storm water infrastructure projects have historically been through grants or bond dollars.

The Town commissioned Barker, Osha & Anderson, Inc. to update the Town's Storm Water Master Plan in 1999. Thus, the Town has a prioritized "blue print" to follow to install necessary storm water improvements; however no funds to execute the program are available. The estimated cost of executing all of the projects in the 1999 updated plan was \$6.3 million. The cost to perform those projects in today's dollars is approximately \$10 million.

Additionally, Public Works staff is performing minimal maintenance on the existing infrastructure, such as cleaning out catch basins and street sweeping. This level of maintenance is woefully inadequate to properly maintain and preserve our existing infrastructure. Some of the repairs and maintenance that should be accomplished on an annual basis include cleaning all of the piping (which requires special equipment and training, and/or contractual dollars), replacing cracked/broken catch basins and piping and re-grading swales. There are insufficient funds available annually to perform proper routine maintenance.

Further, all of the maintenance performed by Public Works staff is being funded through gas tax general fund dollars in the Streets and Roads budget. Those dollars should be utilized for sidewalk repair/replacement, road repair and resurfacing and tree trimming.

In order to properly fund a capitol outlay program for the installation of much needed storm water infrastructure, and to properly fund a routine maintenance program, staff is recommending establishing a storm water utility through a non- ad valorem fee assessment.

Storm water utility fees are calculated based on the amount of impervious surface on a parcel of land. The average fees assessed for residential properties generally range from \$3-\$5 per month. There are separate calculations for multi-family, commercial and big box parcels dependent upon the amount of impervious surface per parcel.

If the commission chooses to establish a utility, there are certain steps that are required. First, a consultant would have to be hired to assist staff with analyzing parcels, calculating impervious surfaces and setting up various ranges of proposed fees for Commission approval. Secondly, State Statute requires that several public hearings are conducted.

The Town is one of "very few" in the state that has not established a storm water utility to fund capitol improvements and repairs and maintenance. The establishment of a utility is not only logical, but is now becoming a necessity with gas tax and general fund dollars dwindling. Therefore, staff is recommending that the Commission approve initiating a storm water utility.

TAB 15

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|---|---|
| <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 checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Place a Referendum on the March 2008 Ballot to Finance the Downtown Alleyway Improvements Project Utilizing Tax Increment Financing (TIF) Funds for Debt Service

RECOMMENDED MOTION/ACTION: Approve .

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

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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 Community Redevelopment Agency (CRA) Alleyway Improvements Project has been languishing for many years. Staff finally developed a scope

TAB 16

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

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|---|--|
| <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 checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Place a Referendum Question on the March 2008 Ballot to Abolish the Merit System in the Town's Charter

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager



Date:

12/14/07

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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's Charter was amended to include the Merit System in 1961. At that time, the Merit System included the governing of the classification plan, the pay plan and the employee handbook.

In 1977 the Charter was amended to allow changes to the Merit System via Resolutions and Ordinances.

In 1979 the Merit System Ordinance and Resolutions were amended to modify the Rules and Regulations of the Merit System.

In 1996 the Merit System Ordinance was amended to exclude all elected officials, the town manager, the town clerk, the police chief and the town auditor.

In 2001 the Merit System Ordinance was amended to exclude the classification plan, the pay plan and the employee handbook.

The only remaining provision in the Charter's Merit System is to convene a Merit Board hearing on demand to hear employee discipline cases. There are several significant problems with a Merit Board System of employee discipline review.

First and foremost, it contradicts the Commission/Manager form of government outlined in the Charter, wherein the Merit Board's decisions are final and binding. This is in direct conflict with the provision of the Charter and Code of Ordinances. It removes the Manager's sole right to discipline employees.

Secondly, if the Merit Board's decision is not satisfactory to an aggrieved employee, that employee has the right to take the matter to Circuit Court. This would require that the Town pay for the legal defense of the Merit Board's ruling.

Thirdly, the Merit Board hearings are quasi-judicial and require the Board to be represented by legal counsel, which must be paid for by the Town. The costs associated to conduct a Merit Board hearing for an employee who appeals a simple reprimand or a minor suspension far outweigh the benefit of convening the Board for due process purposes.

The employee handbook clearly provides for adequate levels of due process and appellate provisions for employees, without the need for Merit Board hearings. In addition to progressive discipline steps, non-union employees can appeal disciplinary measures to the Grievance Board, which is a panel comprised of their peers. Union represented employees also are entitled to progressive discipline as well as grievance and arbitration procedures.

There are "very few", if any, municipalities that have not abolished Merit Boards due to new laws and procedures in place that adequately protect employees. Staff recognizes that the Town's Charter is the Town's constitution and would not make recommendations to amend the Charter if there weren't clear and convincing evidence that a provision of the charter is archaic and not in the Town's best interest by "today's standards".

I've discussed this at length with the Town Attorney and he is in full agreement with this recommendation.