



**TOWN OF LAKE PARK
PLANNING & ZONING BOARD MEETING
AGENDA**

JANUARY 7, 2013

(Immediately following the Local Planning Agency Meeting at 7:30pm)

**535 PARK AVENUE
LAKE PARK, FLORIDA**

PLEASE TAKE NOTICE AND BE ADVISED: If any interested person desires to appeal any decision of the Planning & Zoning Board with respect to any matter considered at the 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.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- Chair Judith Thomas
- Vice-Chair Natalie Schneider
- Anthony Bontrager
- Kimberly Glas-Castro
- James Lloyd
- Board Attorney, Thomas J. Baird
- Community Development Director, Nadia DiTommaso
- Planner, Debbie Abraham
- Board Secretary, Kimberly Rowley

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- Planning & Zoning Board Meeting of December 3, 2012

ORDER OF BUSINESS: The normal order of business for Hearings on agenda items is as follows:

- Staff presentation
- Applicant presentation
- Board Member questions of Staff and Applicant
- Public comments – 3 minute limit per speaker
- Rebuttal or closing arguments for quasi-judicial items
- Motion on floor
- Vote of Board

PUBLIC COMMENTS: Any person wishing to speak on an agenda item is asked to complete a Public Comment Card located in the rear of the Commission Chambers, and give it to the Recording Secretary. Cards must be submitted before the item is discussed.

NEW BUSINESS:

A. **ZONING CODE TEXT AMENDMENT FOR THE CREATION OF THE CONSERVATION DISTRICT (C-District).**

Applicant: Town of Lake Park. Presenter: Debbie Abraham, Planner

B. **REQUEST TO RE-ZONE PALM BEACH COUNTY'S SCRUB AREA FROM "CAMPUS LIGHT INDUSTRIAL/COMMERCIAL DISTRICT" to "CONSERVATION"**

Applicant: Town of Lake Park. Presenter: Debbie Abraham

COMMENTS FROM COMMUNITY DEVELOPMENT DIRECTOR

ADJOURNMENT



**TOWN OF LAKE PARK
PLANNING & ZONING BOARD
MEETING MINUTES
DECEMBER 3, 2012
7:30 P.M.**

CALL TO ORDER

The Planning & Zoning Board Meeting was called to order at 7:30 p.m. by Chair Judith Thomas.

ROLL CALL

| | |
|---|---------|
| Chair Judith Thomas | Present |
| Vice-Chair Natalie Schneider | Present |
| Anthony Bontrager | Excused |
| James Lloyd, 1 st Alternate | Present |
| Kimberly Glas-Castro, 2 nd Alternate | Present |

Also present were Thomas J. Baird, Town Attorney; Nadia DiTommaso, Community Development Director; Debbie Abraham, Planner; and Kimberly Rowley, Board Secretary.

APPROVAL OF AGENDA

Chair Thomas requested a motion to approve the Agenda as submitted. Vice-Chair Schneider made a motion to approve the Agenda as presented, and the motion was seconded by Board Member Lloyd. The vote was as follows:

| | Aye | Nay |
|----------------------|-----|-----|
| Judith Thomas | X | |
| Natalie Schneider | X | |
| James Lloyd | X | |
| Kimberly Glas-Castro | X | |

The Motion carried 4-0 and the Agenda was unanimously approved.

APPROVAL OF MINUTES

Chair Thomas requested a motion to approve the Minutes of the November 5, 2012, Planning & Zoning Board Meeting as submitted. Vice-Chair Schneider made a motion to approve the Minutes, and the motion was seconded by Board Member Lloyd. The vote was as follows:

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| | Aye | Nay |
|----------------------|-----|-----|
| Judith Thomas | X | |
| Natalie Schneider | X | |
| James Lloyd | X | |
| Kimberly Glas-Castro | X | |

41

42 **The Motion carried 4-0 and the Minutes of the November 5, 2012, Planning & Zoning**
43 **Board Meeting were unanimously approved as submitted.**

44

45 **ORDER OF BUSINESS**

46

47 Chair Thomas outlined the procedure for the Order of Business and Public Comments.

48

49 **PUBLIC COMMENTS**

50

51 There were no comments from the public.

52

53 **NEW BUSINESS**

54

55 **A. TEXT AMENDMENT TO SECTION 78-148(a)** – *To reduce the distance separation*
56 *between gas stations from 1,200 feet to 500 feet.*

57 *Applicant: Town of Lake Park.*

58

59 Debbie Abraham, Town Planner, addressed the Planning & Zoning Board and presented the
60 request for a Text Amendment to Section 78-148(a) which currently states:

61

62 *No gasoline and oil filling station and no service station shall be erected within 1,200 feet of*
63 *any church, hospital, school or other similar institution, or within 1,200 feet of location of*
64 *another gasoline and oil filling station or service station located within the Town.*

65

66 Ms. Abraham explained that on October 3rd and October 17, 2012, a representative from
67 Congress Avenue Properties approached the Town Commission requesting a change to the
68 current distance requirement from one gasoline/oil filling station to another. Congress
69 Avenue Properties also brought forth a letter written by an environmental consultant stating
70 that, from an environmental perspective, a distance separation of 1,200 feet between
71 gasoline/filling stations is no longer necessary. Staff researched probable reasons for the
72 1,200' requirement, as well as project approval history of existing gas stations within the
73 Town. Staff learned that the provision was adopted in 1966 and that only one gas station,
74 which was built in 1983, has been non-compliant with the distance requirement of the Town.
75 There were no variances or development orders found to support this decision.

76

77 On October 17, 2012, the Town Commission motioned Staff to pursue a Text Amendment
78 which changes the distance requirement from 1,200 feet to 600 feet. However, since the
79 Northlake Boulevard Overlay Zone (NBOZ) has a separation requirement of 500 feet, Staff

80 is recommending that the distance requirement be reduced further to 500 feet in order to be
81 consistent with the NBOZ.

82

83 In summary, Ms. Abraham stated that pursuant to the Town Commission's motion, as well
84 as the environmental evidence provided by the environmental consultant, Staff is
85 recommending approval of the Text Amendment.

86

87 Board Member Glas-Castro questioned which zoning districts permit gas stations. Ms.
88 DiTommaso stated that gasoline stations are allowed in the C-2 District as a special
89 exception use. Vice-Chair Schneider questioned if Staff had researched the separation
90 requirements of other municipalities. Ms. Abraham stated that her research showed that a
91 1,200 foot separation requirement was not typical and that most other local municipalities
92 had separation requirements ranging between 500' and 800'. Chair Thomas questioned if
93 the 500' separation requirement would be allowed in every zoning district. Ms. DiTommaso
94 replied that it would apply within every zoning district in which gasoline/filling stations are
95 permitted. Board Member Glas-Castro stated that she had no concerns regarding the
96 separation requirement but questioned whether there were other supplemental regulations
97 for gas stations and location criteria and circulation standards. Chair Thomas asked if there
98 was a Performance Table related to code for development orders in the various zoning
99 districts. Ms. DiTommaso stated that currently there are various standards throughout the
100 Town Code, but not in a Performance Table, and that re-writing the Code is a work-in-
101 progress.

102

103 There being no further comments from the Board, Chair Thomas requested a motion to
104 approve Staff's recommendation for a Text Amendment to Section 78-148(a) to reduce the
105 distance separation requirement between gasoline and oil filling stations from 1,200 feet to
106 within 500 feet of another gas station within the Town. Board Member Lloyd made a motion
107 for approval, and the motion was seconded by Board Member Schneider. The vote was as
108 follows:

109

| | Aye | Nay |
|----------------------|-----|-----|
| Judith Thomas | X | |
| Natalie Schneider | X | |
| James Lloyd | X | |
| Kimberly Glas-Castro | X | |

110

111 **The Motion carried 4-0, and the Town's proposed Text Amendment to Section 78-**
112 **148(a) was approved.**

113

114 **B. TEXT AMENDMENT TO SECTION 78-70, Table 78-70-7 – Amending the language**
115 ***in the Park Avenue Downtown District (PADD) Sign Code to increase the permitted awning***
116 ***signage to a maximum of 10 inches in height instead of 6" in height.***

117 ***Applicant: Town of Lake Park.***

118

119 Debbie Abraham, Town Planner, addressed the Planning & Zoning Board and presented the
120 proposed Text Amendment to Section 78-70, Table 78-70-7.

121
122 Ms. Abraham explained that currently the Park Avenue Downtown District (PADD)
123 requires that all lettering on awnings must not exceed 6" in height. However, many plazas
124 in Town have fixed signs with lettering 10" in height, which is inconsistent with Town
125 Code. The PADD Sign Code does not require amortization and therefore, the existing signs
126 are under no obligation to change to 6" lettering in an attempt to be conforming. However,
127 new businesses are required to meet the existing Town Code of 6" lettering, which is
128 visually inconsistent. Therefore, in order to encourage compatibility with existing signage,
129 Staff is recommending the PADD Sign Code be amended to change the lettering size limit
130 from 6" in height to 10" in height. Ms. Abraham further stated that 10" lettering would be
131 consistent with the Town's overall signage requirements, as long as the sign area is in
132 proportion to the size of the awning, and furthermore, that new businesses would be able to
133 enjoy the same amount of signage as existing businesses.

134
135 Ms. Abraham stated that Staff is recommending approval of a Text Amendment amending
136 the language in the Park Avenue Downtown District (PADD) Sign Code to increase the
137 permitted awning signage from 6" in height to a maximum of 10 " in height.

138
139 Board Member Schneider stated that the language "the maximum size which is in proportion
140 to the size of the awning" is a bit confusing. Ms. DiTommaso responded that during her
141 research she found that in 2009 the language in the awning sign table was changed to read *in*
142 *proportion to the size of the awning* - and that the language previously read *a maximum 3*
143 *square feet*, however, the 6" did not change at that time. Board Member Glas-Castro
144 questioned if there is a definition in the Code of what being in proportion is, and she doesn't
145 feel that a "inch/height size" needs to be specified, as long as it is in proportion, because of
146 the subjectivity and it may invite challenges. Chair Thomas asked if uniformity would be
147 considered when talking about being in proportion. Ms. DiTommaso stated that
148 compatibility and uniformity would be considered, and that the language is not in the Table,
149 but that it can be added. Chair Thomas stated that she feels that the language needs to be
150 added to the Code for consistency purposes and for more clarity.

151
152 There being no further comments, Chair Thomas requested a motion to approve Staff's
153 recommendation for a Text Amendment to Section 78-70, Table 78-70-7, amending the
154 language in the Park Avenue Downtown District (PADD) Sign Code to increase the
155 permitted awning signage from 6" in height to a maximum of 10" in height, *with added*
156 *language for uniformity of the awning signage*. Board Member Schneider made a motion
157 for approval, and the motion was seconded by Board Member Lloyd. The vote was as
158 follows:

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| | Aye | Nay |
|-------------------|-----|-----|
| Judith Thomas | X | |
| Natalie Schneider | X | |
| James Lloyd | X | |

| | | |
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| Kimberly Glas-Castro | X | |
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The Motion carried 4-0, and the Town’s recommended Text Amendment to Section 78-70, Table 78-70-7, amending the language in the Park Avenue Downtown District (PADD) Sign Code to increase the permitted awning signage from a maximum of 6” in height to 10” in height, with added language for uniformity of the awning signage, was approved.

COMMENTS FROM THE COMMUNITY DEVELOPMENT DIRECTOR

Ms. DiTommaso informed the P & Z Board Members that at the January 2013 Planning & Zoning Board Meeting they would be provided with an updated spreadsheet outlining the actions of the Town Commission on projects which had previously come before the P&Z Board.

Chair Thomas asked if the Board would be receiving minutes of the October 18, 2012, Joint Planning & Zoning Board Meeting between the Town of Lake Park and the Village of North Palm Beach for approval. Ms. DiTommaso informed the Board that as of this date, the Village of North Palm Beach has not provided the Town with a copy of the minutes and that upon receipt, the minutes would be provided to the Board.

ADJOURNMENT

There being no further business before the Board, Chair Thomas adjourned the Meeting at 8:00 p.m.

Respectfully Submitted,

Kimberly Rowley
Planning & Zoning Board Secretary

PLANNING & ZONING BOARD APPROVAL:

Judith Thomas, Chair
Town of Lake Park Planning & Zoning Board

DATE:

Town of Lake Park
Community Development Department



Meeting Date: January 7, 2013

To: Planning & Zoning Board

**Re: Zoning Code Text Amendment
Creating the Conservation
District (C-District)**

Applicant: Town of Lake Park

Re: Zoning Code Text Amendment Creating the Conservation District (C-District)

The Town staff recommends the creation of a new zoning district to be entitled the Conservation District (C-District). The purpose of this C-District is to implement the future land use designation of "Conservation" to ensure that properties in the Town which are environmentally significant, or sensitive can be preserved and protected. The creation of the C-District would also fulfill an Interlocal Agreement the Town entered into with Palm Beach County in 2003 which required the Town to create a zoning district to be assigned to the County's then newly acquired Scrub Area so as to preserve the property the County purchased as part of its environmentally sensitive land bond program. The Interlocal Agreement between the Town and the County is attached hereto as **Exhibit A**.

The following language is being proposed for codification within the Town's Code of Ordinances:

Sec. 78-76.1 - Conservation District (C-District).

(a)

General Description. The conservation district is assigned to properties which have environmentally sensitive habitats or systems which require protection or preservation so as to prevent development and/or minimize any disturbance to native plants and animals. Development is prohibited and limited for certain passive recreational uses as described below..

(b)

Permitted uses.

Natural area, passive public park or recreation center which may include wildlife sanctuaries and feeding stations, nature centers, nature trails, hiking trails, wildlife observation platforms, environmental restoration/environmental education, environmental research stations, and greenways.

(c)

Property development regulations.

Minimum Site Area: 20 acres (historical sites for preservation are exempt from this requirement)

Minimum Lot Width (Feet): 300 feet (historical sites for preservation are exempt from this requirement)

Maximum Density: 1 unit / 20 acres

Maximum Lot Coverage: 1%

Maximum Building Height: 2 stories/36 feet

Minimum Building Setbacks (Feet):

Front - 100

Side - 50

Side (Facing Street) - 90

Rear - 100

Parking Requirements: See Table 78-142-1.

RECOMMENDATION:

Staff recommends that the Planning & Zoning Board recommend APPROVAL to the Town Commission for a Zoning Code Text Amendment creating a Conservation District (C-District) and to include the same within the Town's Code of Ordinances.

Exhibit "A"

R2003 1551
SEP 23 2003

* see page 6,
#26 *

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of August, 2003 by and between the Town of Lake Park, a Florida municipal corporation, (the "Town"), and Palm Beach County, Florida, a political subdivision of the State of Florida, (the "County")

WITNESSETH:

WHEREAS, on March 9, 1999 the voters of Palm Beach County approved a \$150 million bond referendum for the acquisition of lands for conservation purposes; and

WHEREAS, the Lake Park Scrub Natural Area (the "Natural Area") is located within the Town of Lake Park and was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

WHEREAS, on July 14, 2000 the County acquired 58.9116 acres of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, for a public purpose the County declared approximately 5.8 environmentally disturbed acres of the Natural Area as surplus to its conservation lands program, to accomplish, in part, a more manageable boundary; and

WHEREAS, pursuant to an Interlocal Agreement executed July 11, 2000 between the Town and the County, the County conveyed to the Town approximately 2.674 acres of land in the Natural Area to be used primarily for road right-of-way for the western extension of Park Avenue and the Town conveyed to the County approximately 2.794 acres along the western boundary of the Natural Area to be added to the Natural Area to form a more manageable natural area boundary; and

WHEREAS, the above purchase and exchange and surplus actions resulted in a 52.88-acre natural area of significant biological, environmental and educational value to the Town and the County; and

WHEREAS, in August 2001 the County and the Town submitted a partnership application to Florida Communities Trust (FCT) for state Florida Forever matching funds for the acquisition of 52.88-acres of the Natural Area; and

WHEREAS, on October 14, 2002 FCT executed a Conceptual Approval Agreement (CAA) with the County and the Town outlining the terms and conditions under which state Florida Forever matching funds for acquisition of 52.88-acres of the Natural Area would be released; and

WHEREAS, the CAA contains conditions that require a project plan and a management plan to be prepared for the Natural Area, which project plan is described under Article III - Responsibilities of the County, Paragraph 17 (the "Project Plan") and which management plan is

described under Article III - Responsibilities of the County, Paragraph 18 (the "Management Plan"); and

WHEREAS, the acreage included in the FCT Project Site was subsequently reduced to 50.08 acres at the request of FCT; and

WHEREAS, on January 25, 2002 the County purchased an additional 1.87 acres adjacent to and now a part of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, it is in the best interests of the residents and citizens of the Town and the County for the entire 53.75-acre Natural Area in County ownership to be managed by the County in cooperation with the Town as part of the County's system of natural areas, in order to preserve the site in its natural state for future generations as a nature preserve with intact native Florida ecosystems; and

WHEREAS, the Town and the County wish to establish management responsibilities for the Natural Area; and

WHEREAS, the execution of this Agreement is in the best interest of both governmental units and the residents and citizens of same; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties to this Agreement agree as follows:

ARTICLE I - IN GENERAL

1. The parties hereto acknowledge and agree that the WHEREAS clauses set forth above are true and correct, and are fully incorporated into this Agreement.

2. The County and the Town agree that the County has acquired, and shall manage, in cooperation with the Town and, in coordination with the management of all natural areas acquired by the County, in a manner to protect ecosystems and populations of listed species throughout the County, the real property located within the corporate limits of the Town of Lake Park, Florida, hereinafter known as the "Lake Park Scrub Natural Area". This real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Natural Area").

3. The County and the Town agree that the name of the Natural Area may be changed by the County's Natural Area Management Advisory Committee (NAMAC) during its review of the Management Plan and that any such change in name will not change any term or condition of this

Agreement. If the name is not changed by NAMAC, then the Natural Area will continue to be known as the "Lake Park Scrub Natural Area" and identified as such on all signs, literature and advertisements. If the name is changed by NAMAC, then the County and Town agree that the Natural Area will be known by the name given to it by NAMAC and identified as such on all signs, literature and advertisements.

4. It is the intent of the parties that the Natural Area shall be used solely as a nature preserve, to provide scientific and educational benefits, and to provide passive recreational opportunities that are compatible with the conservation, protection and enhancement of the Natural Area for residents of, and visitors to the Town and the County. The Natural Area shall be kept in its natural state, such that present and future generations will be able to experience the natural values currently exhibited on the property, acts of God or other events beyond the control of the County and the Town notwithstanding. To this end, the County or the Town may make and maintain physical improvements to the property, such as, fencing, observation platforms, firebreaks/management roads, nature trails, and hiking trails; but only as appropriate for passive resource-based uses and only as provided for in the Management Plan or Paragraph 5 of this Agreement.

5. The County, in cooperation with the Town, shall manage the Natural Area as provided for in the Management Plan. Management activities that may take place prior to approval of the Management Plan are securing the Natural Area by installing perimeter fencing and gates; posting signs to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage; removal of trash and invasive vegetation from the Natural Area; and permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. Long-term management of the Natural Area shall include controlling invasive vegetation and exotic or nuisance animals, monitoring listed plant and animal species, and prescribed burning and other mechanical or chemical methods of maintaining healthy natural community structure and function in accordance with the Management Plan.

6. The parties shall use their best efforts to prevent the unauthorized use of the Natural Area or any use not compatible with the management of the site as a natural area or nature preserve, or any use not provided for in the approved Management Plan.

7. The Natural Area shall be open to the public. Facilities shall be developed and operated in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources within the Natural Area without causing harm to those resources.

8. In the management and maintenance of the Natural Area, each party shall be responsible for its own actions and negligence.

9. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, in accordance with applicable law.

10. This Interlocal Agreement shall be deemed to be the sole agreement between the parties related to the Natural Area and no prior agreements or other prior writings shall supersede that which is contained in this Interlocal Agreement.

11. For the purposes of this Interlocal Agreement, notices to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

- a. Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

With copy to :
Manager, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

- b. Palm Beach County
Department of Environmental Resources Management
3323 Belvedere Road, Bldg. 502
West Palm Beach, Florida 33406-1548

With copy to:
County Attorney's Office
Palm Beach County
301 N. Olive Avenue
West Palm Beach, Florida 33401

ARTICLE II - JOINT RESPONSIBILITIES

12. The locations of public access points and any restrictions on access will be jointly agreed to by the County and the Town and described in the Management Plan.

13. Subject to annual appropriations by the County's Board of County Commissioners and the Town Council of the Town of Lake Park, personnel time and expertise, professional services contracts, equipment, materials and supplies for the ongoing, site-specific management of this site shall be provided by both parties. A detailed division of responsibilities for the management of the Natural Area shall be provided in the Management Plan. The County may apply for any applicable funds available from the State for management purposes, and shall minimize management costs through the involvement of volunteers.

14. The Natural Area shall be identified as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site in all literature and advertising.

15. Both parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

16. Should any unforeseen events or activities, either natural or man-made, severely limit or eliminate the natural values presently on the Natural Area, the future of the Natural Area will be determined by the County in consultation with the Town in the manner provided for in the Management Plan.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY

17. The County shall be primarily responsible for development of the Project Plan as specified in Section V of the CAA, and prescribed by Rules 9K-7 and 9K-8.011, Florida Administrative Code.

18. The County shall be primarily responsible for development of the Management Plan for the Natural Area. The Management Plan shall be developed to meet all of the requirements specified in Sections IV, VI, VII, VIII, IX and X of the CAA, and prescribed by Rule 9K-7.01, Florida Administrative Code. The Management Plan shall address the entire Natural Area including any areas that are not part of the FCT Project Plan. The Management Plan shall address the treatment of any remnants of prior use on the site. The County shall seek input from the Town in development of the Management Plan and prior to presentation of a draft of the Management Plan to NAMAC. In addition, any subsequent scheduled revisions of the Management Plan shall be made in cooperation with the Town. The Management Plan and any scheduled revisions will be subject to approval by the Palm Beach County Board of County Commissioners, and, should FCT provide funds reimbursing a portion of the acquisition costs, subject to approval by FCT, as well.

19. The County shall secure the Natural Area with perimeter fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. This may occur prior to approval of the Management Plan. The County shall maintain these fences, gates and signs.

20. The County shall perform the initial management activities of removing trash and invasive vegetation from the Natural Area. These activities may occur prior to approval of the Management Plan.

21. The County shall make and pay for physical improvements to the Natural Area including those that would encourage public use of the Natural Area as a nature preserve. These improvements shall be subject to a budget approved by the Palm Beach County Board of County Commissioners and to approval by the Town Council as required for public use facilities located on property within the Town and as required by the Town Code. These physical improvements may include, but are not limited to, fencing, hiking and interpretive trails, educational displays (kiosks and informational signs), and observation platforms. The physical improvements will be limited to those included in the Management Plan and shall not be constructed prior to approval of the Management Plan, except as otherwise provided for in Paragraph 5 of this Agreement. The County shall use its best effort to construct these facilities, taking into consideration primarily the sensitivity and needs of the biological communities and secondarily the intended research, educational and recreational uses of the Natural Area.

22. The County shall maintain all trails, kiosks and observation platforms constructed within the Natural Area. The County shall maintain all kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural Area.

23. The County shall identify a County employee as a contact person to interact with the Town in planning for and managing the Natural Area.

24. The County shall identify a County employee as the public contact person to coordinate group usage and research on the Natural Area and to answer public inquiries about the site.

25. The County Sheriff shall assume primary responsibility for public safety and law enforcement on the Natural Area as long as the Town's law enforcement is provided through the County Sheriff.

ARTICLE IV - RESPONSIBILITIES OF THE TOWN



26. The Town hereto agrees to review its zoning ordinances and comprehensive plan and to take such actions as may be necessary to designate the Natural Area with a conservation land use and complimentary zoning designation consistent with its intended use as a nature preserve. Amendment to the Town's comprehensive land use plan and zoning ordinance shall be proposed at the next available comprehensive plan or zoning amendment cycle, respectively. A copy of the approved amendment shall be submitted to the County within thirty (30) days of the approval of the amendment by the appropriate governing entity. A copy of any approved comprehensive plan or zoning amendment shall also be submitted to the FCT within thirty (30) days of the approval of the amendment by the appropriate governing entity.

27. The Town agrees to provide weekly garbage pick-up for trash receptacles located in the parking areas in the Natural Area.

28. The Town shall assume responsibility for the daily opening and closing of the main entry gate providing public access to the Natural Area.

29. Should the Town establish its own law enforcement service, the Town shall assume primary responsibility for public safety and law enforcement on the Natural Area, with the County Sheriff's Office as backup.

30. The Town shall provide regular maintenance (e.g., mowing and weed control) of the perimeter firebreak and any area immediately outside the perimeter fence of the Natural Area that is the jurisdictional responsibility of the Town.

31. The Town shall promptly execute and provide the County with all documents required of the Town pursuant to FCT requirements for the Project Plan and the Management Plan.

32. During volunteer activities, the Town agrees to assist the County, subject to the availability of Town funds, staff and equipment, in maintenance activities, including removal of invasive vegetation, trash and debris. The Town also agrees to assist the County with periodic prescribed burns at the Natural Area in accordance with the Management Plan.

33. The Town agrees to expeditiously review, through appropriate Town departments and boards, any engineering design plans which cover the Natural Area and require approval by the Town. The Town also agrees to waive any fees required for construction or management activity permits issued by the Town for the Natural Area.

34. The Town agrees that in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, it shall consider the protection of the biological communities on the Natural Area and the potential for adverse impacts to the species present.

35. The Town shall identify a Town employee as the contact person to interact with the County in planning for and managing the Natural Area.

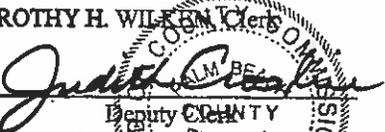
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WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

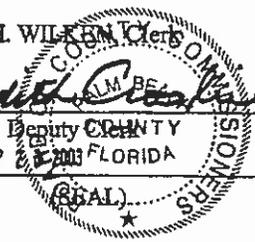
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

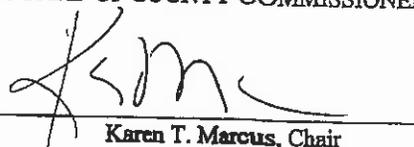
DOROTHY H. WILKINSON, Clerk

BY: 

DATE: SEP 23 2003

Deputy CLERK
PALM BEACH COUNTY
FLORIDA



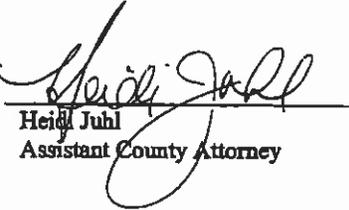
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DATE: SEP 23 2003

Karen T. Marcus, Chair
SEP 23 2003

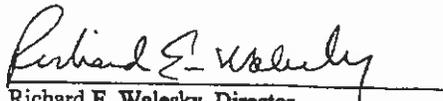
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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

Heidi Juhl
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:



Richard E. Walesky, Director
Palm Beach County Dept of
Environmental Resources Management

ATTEST:

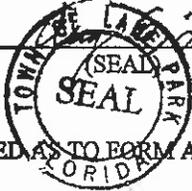
TOWN OF LAKE PARK, FLORIDA BY
ITS COUNCIL

BY: Carol Simpkins

BY: Paul Castro
Paul Castro, Mayor

DATE: August 6, 2003

DATE: August 6, 2003



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

DATE: 7-20-03

EXHIBIT A

LEGAL DESCRIPTION OF LAKE PARK SCRUB NATURAL AREA

A parcel of land lying in Section 20, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the West one-quarter (W ¼) corner of said Section 20, THENCE South 01°21'11" West, along the West line of said Section 20, a distance of 1350.73 feet to a point at the intersection of the North line of the South half (S 1/2) of the Southwest one-quarter (SW ¼) of said Section 20; THENCE South 88°29'41" East, along said North line of the South half (S ½) of the Southwest one-quarter (SW ¼), a distance of 845.77 feet; THENCE South 01°22'57" West, a distance of 29.99 feet; THENCE South 88°29'35" East, a distance of 3.34 feet; THENCE South 01°18'43" West, a distance of 60.01 feet to the POINT OF BEGINNING; THENCE South 88°29'42" East, a distance of 292.46 feet to the beginning of a curve whose radius point bears North 01°30'18" East, a distance of 330.00 feet; THENCE East along the arc of said curve through a central angle of 77°47'07" a distance of 448.01 feet; THENCE North 13°43'11" East, a distance of 247.46 feet to the beginning of a curve whose radius point bears South 76°16'49" East, a distance of 270.00 feet; THENCE Northeast along the arc of said curve through a central angle of 38°22'05" a distance of 180.81 feet; THENCE continue East along said curve, through a central angle of 47°42'30", a distance of 224.82 feet; THENCE South 80°12'14" East, a distance of 683.41 feet; THENCE South 20°55'38" East, a distance of 129.75 feet; THENCE South 69°04'22" West, a distance of 293.55 feet to a point on the aforesaid Northeasterly line of the old Drake Lumber Company railroad; THENCE South 49°56'03" East, along said Northeasterly line a distance of 353.36 feet to a point on the Southerly RIGHT-OF-WAY line of Industrial Avenue; THENCE North 69°06'22" East, departing aforesaid Northeasterly line of the old Drake Lumber Company railroad and along the Southerly RIGHT-OF-WAY line of Industrial Avenue, a distance of 130.30 feet to the Northwest corner of that certain parcel of land as described in DEED BOOK 699, at PAGE 533 of the public records of Palm Beach County, Florida; THENCE South 20°55'38" East, a distance of 67.00 feet; THENCE North 69°06'22" East, a distance of 128.00 feet; THENCE North 20°55'38" West, a distance of 67.00 feet to the aforesaid Southerly RIGHT-OF-WAY line of Industrial Avenue and the Northeast corner of that certain parcel of land as described in DEED BOOK 699, at PAGE 533 of the public records of Palm Beach County, Florida; THENCE North 69°07'42" East, along said Southerly RIGHT-OF-WAY line a distance of 145.41 feet to a point on the West line of that certain RIGHT-OF-WAY as described in OFFICIAL RECORD BOOK 1541, at PAGES 43 THROUGH 44, public records of Palm Beach County, Florida, said point also being the point of curvature of a curve concave to the Southwest, having a radius of 12.00 feet; THENCE departing said Southerly RIGHT-OF-WAY line and along said West line, along the arc of said curve, through a central angle of 89°56'40", a distance of 18.84 feet to the point of tangency; THENCE South 20°55'38" East, a distance of 232.68 feet; thence South 69°04'22" West departing said West RIGHT-

X 294.3

OF-WAY line, a distance of 146.00 feet; THENCE South 20°55'38" East, a distance of 186.00 feet; THENCE North 69°04'22" East, a distance of 146.00 feet to a point on the aforesaid Westerly RIGHT-OF-WAY line of that certain deed recorded in OFFICIAL RECORDS BOOK 1541, PAGE 43, public records of Palm Beach County, Florida; THENCE South 20°55'38" East, along said Westerly RIGHT-OF-WAY line, a distance of 524.99 feet to a point on the Southwesterly line of the aforesaid old Drake Lumber Company railroad; THENCE North 49°56'03" West, departing said Southwesterly line of said deed, and along said Southwesterly line of the old Drake Lumber Company railroad, a distance of 921.25 feet; THENCE South 69°03'57" West, departing said Southwesterly line, a distance of 268.32 feet to the Northwest corner of that certain parcel of land as described in ORB 3609, PAGE 283, public records of Palm Beach County, Florida; THENCE South 01°16'46" West, along the West line of said parcel, a distance of 1060.37 feet to the North line of that certain 73 foot RIGHT-OF-WAY for Silver Beach Road as described in OFFICIAL RECORD BOOK 10644, PAGE 971, public records of Palm Beach County, Florida; THENCE North 88°30'30" West, departing said West line and along said North RIGHT-OF-WAY line, a distance of 1481.85 feet; THENCE North 01°18'43" East, departing said North line, a distance of 1,152.53 feet to the POINT OF BEGINNING.
917.56

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

Commencing at the intersection of the old Drake Lumber Company railroad line and the Westerly right-of-way line of Old Dixie Highway; THENCE North 49°56'03" West, along the Southwesterly line of said old Drake Lumber Company railroad, a distance of 1121.64 feet to the POINT OF BEGINNING; THENCE South 69°06'43" West, departing said Southwesterly RIGHT-OF-WAY line a distance of 237.64 feet; THENCE North 20°53'17" West, a distance of 279.30 feet; THENCE North 69°06'43" East, a distance of 138.89 feet; THENCE South 26°22'53" East, a distance of 228.66 feet; THENCE North 69°04'22" East, a distance of 48.41 feet to the aforesaid Southwesterly line of the old Drake Lumber Company railroad, THENCE South 49°56'03" East, along said Southwesterly line, a distance of 59.16 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

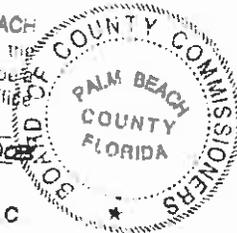
Commencing at the Northeast corner of Lot 1, Block D, said point also being the Northeast corner of the Plat of Tri-City Industrial Park, recorded in PLAT BOOK 28, PAGE 100 in the public records of Palm Beach County, Florida; THENCE South 69°03'57" West along the North line of said Lot 1 and its Westerly extension, a distance of 268.32 feet; THENCE North 40°03'50" West, a distance of 157.08 feet to a point on the South line of the property described in OFFICIAL RECORD BOOK 3609, PAGE 283 public records of Palm Beach County, Florida; THENCE North 69°06'43" East along said South line, being the South RIGHT-OF-WAY line of Industrial Avenue, a distance of 237.64 feet; THENCE North 68°01'33" East along said South RIGHT-OF-WAY line, a distance of 113.22 feet; THENCE North 69°06'22" East along said South RIGHT-OF-WAY line, a distance of 130.30 feet; THENCE South 20°55'38" East, a distance of 67.00 feet; THENCE North 69°06'22" East, a

distance of 128.00 feet; THENCE North 20°55'38" West, a distance of 67.00 feet to a point on said South RIGHT-OF-WAY line; THENCE North 69°07'42" East along said South RIGHT-OF-WAY line, a distance of 145.41 feet to the beginning of a curve whose radius point bears South 20°53'18" East, a distance of 12.00 feet; THENCE Southeast along the arc of said curve through a central angle of 89°56'40" a distance of 18.84 feet to a point on the West RIGHT-OF-WAY line of Old Dixie Highway; THENCE South 20°55'38" East along said RIGHT-OF-WAY line, a distance of 232.68 feet; THENCE South 69°04'22" West, a distance of 146.00 feet; THENCE South 20°55'38" East, a distance of 186.00 feet; THENCE North 69°04'22" East, a distance of 146.00 feet to a point on said West RIGHT-OF-WAY line; THENCE South 20°55'38" East along said West RIGHT-OF-WAY line, a distance of 534.99 feet to a point on the East line of said Plat of Tri-City Industrial Park; THENCE North 49°56'03" West along said East line, a distance of 921.25 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Commencing where the Dixie Highway intersects Dixie Way in Kelsey City, measure 464.35 feet in a Southerly direction along the center line of Dixie Highway; THENCE 90° Westward to the intersection of the RIGHT-OF-WAY of the Drake Lumber Company railroad to the POINT OF BEGINNING; THENCE in a Northwesterly direction along the RIGHT-OF-WAY of said railroad, a distance of 296.5 feet; THENCE Northeasterly making an angle (included) of 61° with the last named course, a distance of 353.76 feet; THENCE 90° to the Southeast, parallel to the Dixie Highway, a distance of 159.35 feet; THENCE 90° to the Northeast, a distance of 82.0 feet; THENCE 90° to the Southeast, a distance of 100.0 feet; THENCE 90° to the Southwest, a distance of 292.0 feet to the POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on 9/23/2003
DATED at West Palm Beach, FL on 10/6/2003
DOROTHY H. WILKEN, Clerk
By: Judith Crozier D.C.





**TOWN LAKE OF PARK
PLANNING & ZONING BOARD**

Meeting Date: January 7, 2013

Date Prepared: December 20, 2012

DESCRIPTION: Request to rezone Palm Beach County's Scrub Area from "Campus Light Industrial/Commercial District" to "Conservation"

APPLICANTS REQUEST: This is a staff initiated application proposing the rezoning of six parcels of land (the Property) owned by Palm Beach County. See Zoning Map (Exhibit "A") and proposed Scrub Area Boundaries Map (Exhibit "B"). The parcels respective acreages are 45.4 acres, 2.79 acres, 4.52 acres, 1.87 acres, 0.18 acres, 0.17 acres, totaling 54.93 acres. The Property is located within Palm Beach County's Scrub Area. The Scrub Area was purchased by Palm Beach County as part of a bond issue which raised money to protect and preserve environmentally sensitive lands. The Property is located west of Old Dixie Highway, between Silver Beach Road and 12th Street. The Property is currently zoned Campus Light Industrial/Commercial (CLIC). Staff recommends that the Property be rezoned to the Conservation District (C-District) to be consistent with the future land use designation as provided for in the Town's Comprehensive Plan.

STAFF RECOMMENDATION: APPROVAL

BACKGROUND INFORMATION:

Applicant(s): Town of Lake Park
Owner: Palm Beach County
Address : N/A
Lot Sizes: 45.4 acres; 4.52 acres; 2.79 acres; 1.87 acres; 0.18 acres; 0.17 acres

Parcel Control Numbers: 36434220000007450; 36434220000005130; 36434220000007440; 36434220000005020; 36434220000007460; 36434220000005150 (respectively)

Existing Zoning : Campus Light Industrial/Commercial (CLIC)

Adjacent Zoning

North: Public District (P-District)
South: N/A (Riviera Beach)
East: Campus Light Industrial/Commercial (CLIC)
West: Campus Light Industrial/Commercial (CLIC)

Adjacent Land Uses

North: Public Buildings and Grounds

South: Single-Family Residential (City of Riviera Beach)
East: Commercial and Light Industrial
West: Commercial and Light Industrial

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Small-scale future land use map amendment is being concurrently processed. The proposed small-scale land use map amendment will identify all parcels within the PBC Scrub area with a future land use designation of "Conservation".

The assignment of the Conservation Zoning District (C-District) to the Property would fulfill the requirements of Article IV, Paragraph 26 of the 2003 Interlocal Agreement between the Town and Palm Beach County which reads,

"The Town hereto agrees to review its Zoning Ordinances and Comprehensive Plan and to take such actions as may be necessary to designate the Natural Area with a conservation land use and complimentary zoning designation consistent with its intended use as a nature preserve. Amendment to the Town's Comprehensive Land Use Plan and Zoning Ordinance shall be proposed at the next available comprehensive plan or zoning amendment cycle, respectively."

Furthermore, the proposed rezoning makes the Property's zoning consistent with its future land use designation of "Conservation". The rezoning would be consistent with Policy 1.1 of the Future Land Use Element of the Town's Comprehensive Plan which reads:

Policy 1.1: Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

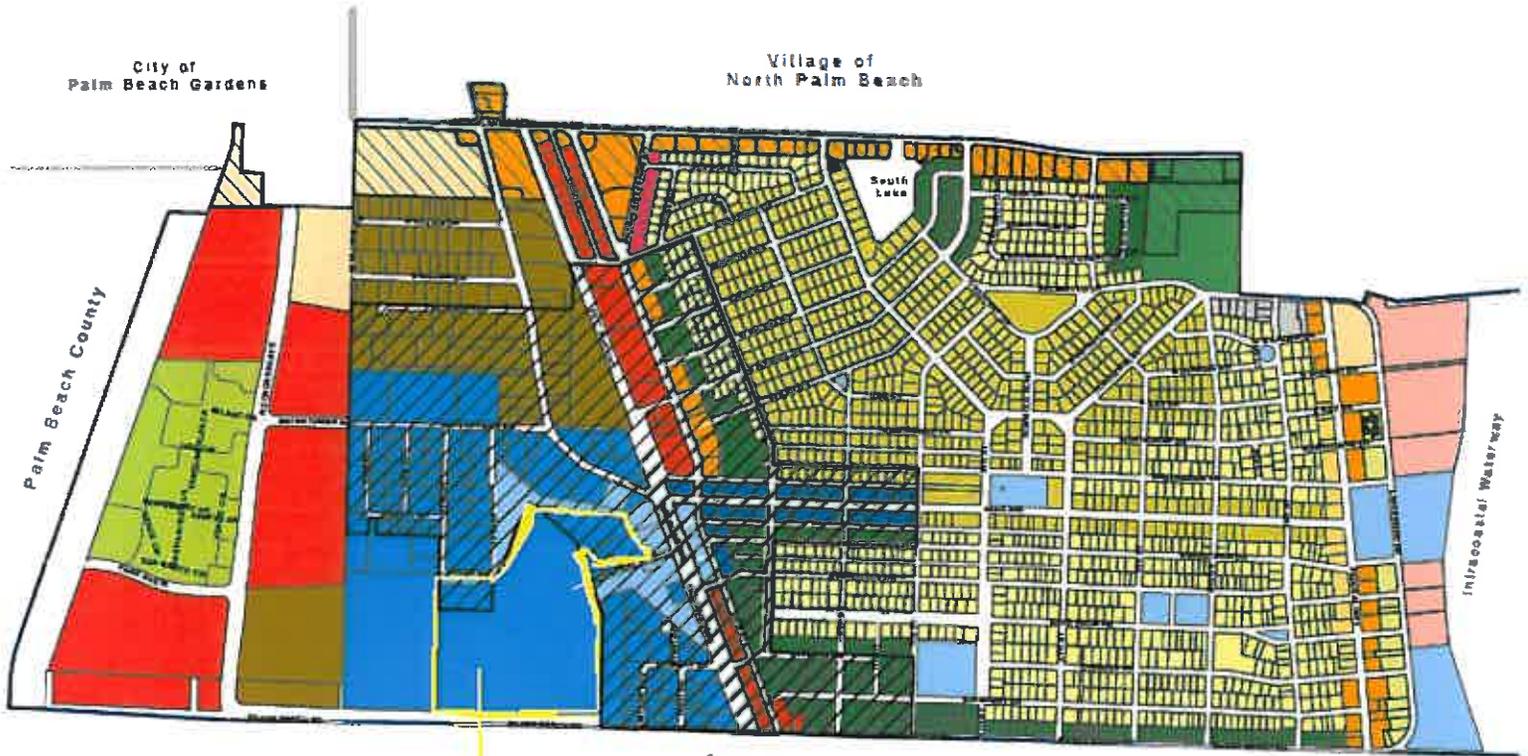
- b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses.
- k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character.

The Property is owned by Palm Beach County and was purchased to be maintained for preservation and open space. Accordingly, it is appropriate to assign the Conservation Zoning District to the Property.

STAFF RECOMMENDATION :

Staff recommends that the Planning & Zoning Board recommend **APPROVAL** to the Town Commission for the rezoning of the Property from "Campus Light Industrial/Commercial" to "Conservation District".

EXHIBIT "A" – Town of Lake Park Zoning Map



Legend

— CRA Boundaries

- R1B
- R1AA
- R1
- R1A

- R2A
- R3
- R2
- TND

REZONING AREA

- C1
- C1B
- C2
- C3

- Public
- PUD
- PADD
- CLIC

- CRA
- NBOZ_overlay
- CA
- Lake_Park_Boundary



EXHIBIT "B" – Palm Beach County Scrub Area Boundary Map

