



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 6, 2013, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	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:**
 - 1. **Presentation by Bridges of Lake Park Regarding the Healthy Beginnings System Tab 1**
- 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. **GENERAL BUSINESS:**
 - 2. **Regular Commission Meeting Minutes of January 16, 2013 Tab 2**

**I. PUBLIC HEARING:
ORDINANCE ON SECOND READING:**

******* OPEN PUBLIC HEARING*******

A. Staff Report

B. Public Comments

C. Commission Deliberation

- 3. Ordinance No. 01-2013 – Text amendment to Section 9-42 of the Town of Lake Park Code of Ordinances to reflect the recent changes in §162.12, Florida Statute which (1) Eliminated the requirement that certified mail notices for code enforcement violations and hearings be sent with return receipt; (2) Clarified that for property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation; and (3) Provided for an alternative whereby all certified mail notices may also be sent to another address provided by the property owner in writing instead of to the address listed by the tax collector.**

Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-42 OF THE TOWN CODE, ENTITLED “NOTICES” PERTAINING TO NOTICES FOR CODE ENFORCEMENT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

J. ORDINANCE(S) ON FIRST READING:

- 4. Ordinance No. 02-2013 Amending the Future Land Use Map Designation for
Parcels within the Palm Beach County Scrub Area**

Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE LAND USE DESIGNATION FOR CERTAIN PARCELS OF REAL PROPERTY IN THE TOWN OF LAKE PARK WHEREBY THREE PARCELS ARE OWNED BY PALM BEACH COUNTY KNOWN AS THE SCRUB AREA AND ONE PARCEL IS OWNED BY THE TOWN OF LAKE PARK; PROVIDING FOR A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT PURSUANT TO SECTION 163.3164(39) AND 166.041(3)(A), FLORIDA STATUTES TO ASSIGN THE FUTURE LAND USE DESIGNATION OF CONSERVATION TO THE SCRUB AREA AND PUBLIC BUILDINGS AND GROUNDS TO THE TOWN-OWNED PARCEL; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 5. Ordinance 03-2013 Zoning Code Text Amendment Creating the Conservation
District Zoning District (C-District)**

Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING A CONSERVATION ZONING DISTRICT (C-

DISTRICT) AND INCORPORATING SAME INTO SECTION 78-76.1 OF CHAPTER 78, ARTICLE III, OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance 04-2013 Request to Rezone Palm Beach County's Scrub Area from the "Campus Light Industrial/Commercial" Zoning District to the "Conservation" Zoning District Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE REZONING OF THREE PARCELS OF REAL PROPERTY AS LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" AND GENERALLY REFERRED TO AS THE PALM BEACH COUNTY SCRUB AREA; PROVIDING FOR THE ASSIGNMENT OF THE CONSERVATION ZONING DISTRICT TO THE SCRUB AREA; PROVIDING FOR THE AMENDMENT BY REFERENCE OF SECTION 78-32 OF THE TOWN CODE WHICH INCORPORATES THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE CONSERVATION DISTRICT TO THE PARCELS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

K. DISCUSSION AND POSSIBLE ACTION:

7. Creation of a Priority List for the Use of CDBG Funds Tab 7
8. Retroactively Approving an Expenditure from the Contingency Line Item of the General Fund for the Purchase of a C500W Encoder Tab 8
9. Annual Renewal of Parking Meter Maintenance Contract Tab 9
10. Authorize the Mayor to Execute an Engagement Letter with Bryant Miller Olive, P.A. as Bond Counsel for the Refunding of two Outstanding Debts of the Town of Lake Park Tab 10
11. Requesting the Town Commission's Support of a Draft Resolution Opposing Unfunded State Mandates on Cities as Requested by the Florida League of Cities Tab 11

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT

Next scheduled Regular Commission Meeting will be held on Wednesday, February 20, 2013

PRESENTATION

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. *Tab 1*

Agenda Title: Presentation by Bridges of Lake Park regarding the Healthy Beginnings System

- | | |
|--|---|
| <input type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ____ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager *[Signature]* Date: *1/25/13*

Name/Title

Originating Department: Mayor James DuBois	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Email from Michelle Aleman Power Point Presentation
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 <i>VM</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Bridges of Lake Park has partnered with the Children's Services Council of Palm Beach County for the provision of certain community services. One of the programs that Bridges is promoting is the Healthy Beginnings System which is being implemented throughout the County. Michelle Aleman, representing Bridges of Lake Park, would like to make a presentation to the Town Commission on the topic of healthy birth indicators, high risk births, and infant mortality in the Town of Lake Park.

Although some might believe that this is a difficult topic to discuss at a public meeting, we have been asked to allow Ms. Aleman a few minutes to make this presentation.

Recommended Motion:

No motion is needed as this is just a public presentation.

Vivian Mendez

From: Michelle Aleman [Michelle.Aleman@chsfl.org]
Sent: Friday, January 18, 2013 5:18 PM
To: Vivian Mendez
Subject: To Be Put on the Agenda for the February Meeting
Attachments: Did You Know Strong Starts for Children.pptx

Vivian,

This is a copy of our Power Point Presentation. The whole presentation shouldn't be more than 5-6 minutes long. The impact video is not attached, because it is very sensitive material of a family that lost their baby. We can bring a copy if you have to see it before. We might revise some of the wording in the video, but this is the main points. Please call if you have any questions.

Thank you,

Michelle Aleman
Bridges at Lake Park
Outreach Worker
561-881-5060

Did You Know?

Strong Start for Children Focus Group

*Karen Mahnk, Lake Park Public Library
Charles Smith, Sickle Cell Foundation
Michelle Aleman, Bridges at Lake Park
Capurnia Larkins, Bridges at Riviera Beach
Marita Alvarez, Healthy Mothers Healthy Babies
Catrina Bush, La Fay Productions
Kimani and Jamilya Simms, Josie Callion, Somonique Coleman,
Dr. Mary Ann DuPont, Alisha Ramnauth, Victoria Johnson,
Community Members*

- Children born in Lake Park in 2010 fared worse than children in Palm Beach County on all healthy birth indicators except high risk births. In 2010, 12% of infants were low birth weight and nearly one-fifth (19%) were pre-term. In addition, 13% of births in the Lake Park neighborhood were considered high risk. Approx. 9% of women received late or no prenatal care and 11% of births were to teen mothers.

DID YOU KNOW?

- The Infant Mortality rate in Lake Park is roughly two times higher than that in Palm Beach County. Three infants die for every 1,000 live births in Lake Park compared with 1.6 in Palm Beach County.

DID YOU KNOW?



Impact Video

Charles Smith,
Sickle Cell Foundation Community Voice Program

Who Is Bridges at Lake Park?

Bridges is a program of the Children's Service Council and part of the Healthy Beginnings System. There are 10 neighborhood gathering places for parents with young children. Where we are helping parents to raise their children to be healthy, safe and strong.

Who Is Healthy Mothers Healthy Babies?

Healthy Mothers Healthy Babies Mission Statement:
We promote healthy births right from the beginning. Our
vision is our name – Healthy Mothers/Healthy Babies.

Next Steps

What can you do? We challenge you to create a task force around healthy births in Lake Park.

Questions & Answers

Contact Information

Bridges at Lake Park
1411 10th Street
Lake Park, FL 33403
561-881-5060

GENERAL BUSINESS

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 2

Agenda Title: Regular Commission Meeting Minutes of January 16, 2013

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on Reading, Other: General Business (checked)

Approved by Town Manager [Signature] Date: 1/25/13

Shari Canada, Deputy Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Agenda, Minutes, Exhibits A-J), Advertised (Not Required checked), and notification status (Not applicable checked).

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission Meeting Minutes of January 16, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 16, 2013,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

F. **PROCLAMATION:**

1. **Honoring Captain Gerald Rapoza as Lake Park Citizen on Patrol October 2012 Volunteer of the Month**

Tab 1

G. **PRESENTATION:**

2. **Presentation to the Town of Lake Park of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association by Darlene Malaney, Director of Financial Services of the Palm Beach County Clerk and Comptroller's office.**

Tab 2

H. 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.

- 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 on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Recommended For Approval:

3. Regular Commission Meeting Minutes of December 19, 2012 Tab 3
4. Resolution Appointing the Poll workers for the General Municipal Election to be Conducted on March 12, 2013 Tab 4

**J. PUBLIC HEARING:
ORDINANCES ON SECOND READING:**

******* OPEN PUBLIC HEARING*******

- A. Staff Report
B. Public Comments
C. Commission Deliberation

5. Ordinance No. 12-2012 Request for a Text Amendment to Section 78-148 (a) to Reduce the Distance Separation Between Gas Stations from 1,200 feet to 500 feet. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-148(a) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO REDUCE THE DISTANCE SEPARATION BETWEEN GASOLINE AND FILLING STATIONS USES FROM 1,200 FEET TO 500 FEET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 13-2012 Request for a Text Amendment in the Park Avenue Downtown District (PADD) Sign Code to Modify the Language Whereby it Would Increase the Permitted Awning Signage Height in Table 78-70-7 from 6 inches to 10 inches. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TABLE 78-70-7, WHICH IS CONTAINED WITHIN SECTION 78-70 OF THE TOWN'S CODE OF ORDINANCES

WHICH PERTAINS TO AWNING SIGNS, BY INCREASING THE SIZE OF LETTERS, NUMBERS, AND LOGOS FROM SIX INCHES TO TEN INCHES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

K. ORDINANCE ON FIRST READING:

7. Ordinance No. 01-2013 – Text amendment to Section 9-42 of the Town of Lake Park Code of Ordinances to reflect the recent changes in §162.12, Florida Statute which (1) Eliminated the requirement that certified mail notices for code enforcement violations and hearings be sent with return receipt; (2) Clarified that for property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation; and (3) Provided for an alternative whereby all certified mail notices may also be sent to another address provided by the property owner in writing instead of to the address listed by the tax collector.

Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-42 OF THE TOWN CODE, ENTITLED "NOTICES" PERTAINING TO NOTICES FOR CODE ENFORCEMENT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

L. DISCUSSION AND POSSIBLE ACTION:

- | | |
|--|--------|
| 8. Establishment of a Priority List for Use of CDBG Funds | Tab 8 |
| 9. Accepting a Proposal from J.E.S. Production and Design for the Coordination of a Park Avenue Green Market | Tab 9 |
| 10. Accepting a Proposal from J.E.S. Production and Design for the Coordination of the 2013 Lake Park Seafood Festival | Tab 10 |
| 11. Town Manager Six Month Performance Evaluation | Tab 11 |
| 12. Establishment of Goals and Objectives for the Town Manager | Tab 12 |

M. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

A report from the Town Manager and the Town Attorney pertaining to a serious delinquency at the Lake Park Harbor Marina.

N. ADJOURNMENT



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 16, 2013, 7:02 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 16, 2013 at 7:02 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Jeanine Longtin, Steve Hockman, and Tim Stevens, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Vice-Mayor Rumsey led the invocation and Mayor DuBois led the pledge of allegiance. Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Commissioner Longtin requested to add the Town Attorney's contract and authorization for the Town Manager to set a date for the Town to host a League of Cities meeting as items of discussion.

Motion: A motion was made by Commissioner Longtin to approve the Agenda as amended; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

PROCLAMATION:

- Honoring Captain Gerald Rapoza as Lake Park Citizen on Patrol October 2012 Volunteer of the Month**

Mayor DuBois presented the proclamation to Captain Rapoza.

PRESENTATION:

2. **Presentation to the Town of Lake Park of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association by Darlene Malaney, Director of Financial Services of the Palm Beach County Clerk and Comptroller's office.**

Town Manager Sugerman presented the item (see Agenda Request Form attached as Exhibit "A").

Darlene Malaney presented the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association to the Town. She explained that the program has been in operation since 1946 and that its purpose is to encourage and assist governments to prepare financial reports of the highest quality for the benefit of citizens and other parties with a vital interest in Government's Finances. She stated that this is the twentieth (20th) year that the Town has received this recognition.

PUBLIC and OTHER COMMENT:

B.G. Sykes, 333 E. 24th Street, Riviera Beach, provided a handout to the Commission via the Town Clerk and made a presentation regarding Palm Beach Yachting and issues at the Lake Park Marina (see attached Exhibit "B").

CONSENT AGENDA ITEMS:

3. **Regular Commission Meeting Minutes of December 19, 2012**
4. **Resolution Appointing the Poll workers for the General Municipal Election to be Conducted on March 12, 2013**

Commissioner Longtin stated that she has a correction on item #3 and requested that the item be pulled from the consent agenda.

Motion: A motion was made by Commissioner Longtin to approve Resolution appointing Poll workers for the General Municipal Election; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		

Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

3. Regular Commission Meeting Minutes of December 19, 2012

Commissioner Longtin stated she had a correction on page three (3) of the minutes item number two (2) the first paragraph where there was discussion regarding custodial services at Town Hall, PBSO and a couple of other locations. She read from the December 19, 2012 minutes, "Commissioner Longtin stated that this is an item where the Town could save funds and so based on that and given that the Town is in a financial struggle and that she would rather cut money here than in the police contract and that she will be voting against this item.". She requested the following language be included "as Mayor DuBois is always promoting" after the words "police contract" because she said something to that effect.

Mayor DuBois stated that he objects to that language.

Commissioner Longtin stated that whatever she said she wants included in the minutes. She stated that maybe she did not say that exact thing but Mayor DuBois is the one that constantly wants to speak on that item.

Mayor DuBois stated that he changes and grows and is not the same constantly all the time and that he takes different positions on items.

Commissioner Longtin stated that she is glad to hear that and that her words are what they were correct or not and that she would like whatever she said to be in the minutes because otherwise it looks like she is the one that is talking about cutting the police contract and she is not.

Mayor DuBois stated that he thinks the minutes recorded that he recommended that Gerald Rapoza be presented with a Proclamation and in actuality, it was Commissioner Longtin whom requested it and wanted that to be clarified in the minutes.

Motion: A motion was made by Commissioner Longtin to approve the Regular Commission Meeting Minutes of December 19, 2012, as amended; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		

Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

ORDINANCE ON SECOND READING:

- 5. Ordinance No. 12-2012 Request for a Text Amendment to Section 78-148 (a) to Reduce the Distance Separation Between Gas Stations from 1,200 feet to 500 feet.**

Mayor DuBois opened the Public Hearing.

Town Manager Sugerman stated that this item is a Text Amendment to Section 78-148 (a) to reduce the distance separation between Gas Stations from 1,200 feet to 500 feet on Second Reading and that staff recommends approval.

Public Comment:

None

Public Comment Closed.

Motion: A motion was made by Commissioner Hockman to approve Ordinance 12-2012 on Second Reading; Commissioner Stevens made the second.

Commissioner Longtin stated "as I have stated before, I do not want to see multiple gas stations at intersections and I will be voting no against this however, once this is past I will be more amenable to the applicant on his development."

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1.

Attorney Baird read into the record the Ordinance by title only.

6. Ordinance No. 13-2012 Request for a Text Amendment in the Park Avenue Downtown District (PADD) Sign Code to Modify the Language Whereby it Would Increase the Permitted Awning Signage Height in Table 78-70-7 from 6 inches to 10 inches.

Town Manager Sugerman stated that this item is a Text Amendment in the Park Avenue Downtown District (PADD) sign code to modify the language whereby it would increase the permitted awning signage height in Table 78-70-7 from 6 inches to 10 inches on Second Reading and that staff recommends approval.

Mayor DuBois asked if the modifications made by the Commission on First Reading have been included.

Town Manager Sugerman stated "yes".

Public Comment:

None

Public Comment Closed.

Motion: A motion was made by Commissioner Longtin to approve Ordinance 13-2012 on Second Reading; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read into the record the Ordinance by title only.

Mayor DuBois closed the Public Hearing.

ORDINANCES ON FIRST READING:

- 7. Ordinance No. 01-2013 - Text amendment to Section 9-42 of the Town of Lake Park Code of Ordinances to reflect the recent changes in §162.12, Florida Statute which (1) Eliminated the requirement that certified mail notices for code enforcement violations and hearings be sent with return receipt; (2) Clarified that for property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation; and (3) Provided for an alternative whereby all certified mail notices may also be sent to another address provided by the property owner in writing instead of to the address listed by the tax collector.**

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit "C").

Commissioner Hockman asked if the Town does not send a return receipt how does the Town know that the home owner has received the notice.

Town Manager Sugerman stated that the State Statute adopted in the last legislative session states the determination for the Town. He stated that the Statute states that if the Town send a certified letter and the Town does receive a return letter from the Post Office after thirty (30) days the letter is deemed to have been received.

Commissioner Hockman stated that the problem that he see with that is that unfortunately the mail carriers make quite a few mistakes in delivering mail to the wrong mail box. He stated that quite often his neighbor gets his mail and he gets his neighbors mail. He stated that there is no guarantee that the home owner will get the notice if the Town does not require return receipt or somebody to sign for it stating that they received it.

Commissioner Longtin stated that she agrees with Commissioner Hockman. She thinks that this is a disservice to the home owner and that there is no proof that the home owner actually received the notice. She suggested modifying the language and that the Town does not have to go with the language in the State Statute. She is in favor of a return receipt to ensure that the notice was received by the property owner.

Mayor DuBois asked if the Commission could approve everything but the return receipt language and have the Ordinance modified between First and Second Reading.

Town Manager Sugerman stated that an Ordinance would not be required then because the staff is already doing steps one (1) and two (2).

Mayor DuBois asked if the Town was doing steps one (1) and two (2) because it is in the State Statute.

Town Manager Sugerman stated that it was the Town's practice and it has been the Town's practice to incur the addition postage cost and send the return receipt. He stated that it is entirely up to the Commission to continue the practice of return receipt.

Commissioner Longtin asked if the cost for the additional postage returned to the Town by the property owner.

Town Manager Sugerman stated "sometime, not always".

Motion: A motion was made by Commissioner Stevens to approve Ordinance 01-2013 on First Reading; Vice-Mayor Rumsey made the second.

Mayor DuBois asked if there is no return receipt the Town may save some postage but, that the Town may spend more in Special Magistrate Hearings with property owners stating that they did not receive the notice. He stated that the Town may end up spending more in the processes than the savings generated by the savings in the postage cost. He stated that Lake Park is a small Town and that he would hate for someone to feel that they have been railroaded.

Vice-Mayor Rumsey asked if the proposed Ordinance is just following State Statute.

Town Attorney Baird stated that the proposed Ordinance would comply with the State Statute and explained that the Town is not required to change the process and if the Commission feels that the better process is to continue the return receipt policy then the Town cannot be compelled to change the process.

Mayor DuBois stated that he would prefer to take the higher ground and take the extra step and do the return receipt.

Commissioner Stevens stated that it may seem a bit draconian not to provide notice and due process. He thinks the purpose of the State changing the Statute would be for situations in which there is an attempt to deliver the certified mail and for one reason or the other it is not received. He stated that he thinks that it would be good practice to continue to use the return receipt for the first attempt but, by changing the Ordinance it provides the Town with another method to go after code violators who may be evading receiving the notice. He thinks that it would be a good thing to have the return receipt policy. The benefit of tracking down code violators and preventing violations and cleaning up Lake Park outweighs the disadvantage of the due process limitation.

Mayor DuBois stated that the change would also give the Town some more armor to be able to have the return receipt notification in the Town possession. The Town would have the evidence that it did deliver this letter and have the proof that it was received.

Commissioner Stevens stated that the Special Magistrate could cite the Town Ordinance and State Statutes that says a return receipt is not required therefore the defense is null and void. He thinks that the return receipt is good practice and at least the first attempt should have a return receipt. In cases where the Town cannot get service by certified mail this would provide the Town an alternative.

Mayor DuBois stated if the Town goes the extra step and continues to send the return receipt and the return receipt is not received back the Town can still move forward.

Attorney Baird stated that if the Town includes the return receipt and does not get it back it is not considered good notice. The next step that the Town would have to post notice, which would be an additional cost to the Town.

Commissioner Stevens stated that a lot the properties that are violating the Code are being foreclosed or no one is there. Posting notice is often times the only feasible way of providing notice and getting a fast resolution to the Code violation. He stated that if the State is giving the Town the authority then the Town should take advantage of it and be able to post notice when necessary but the first notice be certified mail.

Mayor DuBois asked when it comes to notice of individual property owners is the first attempt by hand delivery or US Mail. If there is a possibility that the property owner will not receive the notice.

Attorney Baird stated that if the property is posted and unless the property owner occupies the property they may not see the posted notice. He stated that the reasons that properties are posted are because hand delivery failed, certified return receipt failed or the owner does not occupy the property and the tenant is refusing the hand delivery and the certified mail.

Town Manager Sugerman stated that the Town has quite a few absentee landlords whereas the property owner does not reside at the property.

Vice-Mayor Rumsey asked if the Commission adopted the Ordinance and not require that the return receipt be sent but still have staff send the return receipt. This way the Town is still covered with providing notice.

Town Manager Sugerman stated that the Statute gives the Town the cover to not utilize the return receipt.

Vice-Mayor Rumsey stated that the arguments against the Ordinance is local residents not receiving the notice. If the Commission adopts the Ordinance but the Town continues to send the return receipt the local residents are more likely to receive the notice. However, the off premise owners would not be able to come back 30 days later and state they did not receive the notice.

Town Manager Sugerman suggested that Nadia DiTommaso provide to the Commission her experience regarding the success rate for the delivery of notices via certified mail with a return receipt.

Mayor DuBois stated that he understands Vice-Mayor Rumsey's suggestion of adopting the Ordinance but still going over and above the minimum requirement as a practice. He would support that suggestion.

Commissioner Hockman stated that if the Town sends the notice and it is refused the Town will then attempt the hand delivery. If there is a tenant at the resident there is a Code requirement that the lease agreement for the renter be provided or the property owner must provide a permit to lease the property. He stated that if the property owner is

not residing at the property then the tax record should show their address. If they have the property listed as their address then the property owner is falsifying records which could be more problems for them, but at least the Town would have a record of going through the process. He stated that the Town has had problems in the past of not following the process and placing liens on properties without notifying the property owners and that is a problem that he wants to keep from happening to the residents.

Mayor DuBois stated that he would like for the Town to have the green card showing that the certified letter was received so that when people state that the Town does not notify people the Town has the evidence that it did.

Vice-Mayor Rumsey asked if Commissioner Stevens would modify his motion to include his recommendation.

Commissioner Stevens stated that he thinks it would be cleaner for the Commission to approve the Ordinance and by separate motion direct the staff when possible provide notice by certified mail with return receipt requested.

Attorney Baird concurred.

Commissioner Hockman stated that if the requirement for certified mail with return receipt is removed from the Ordinance that over time it will no longer happen.

Attorney Baird stated that the Commission needs to make a decision on whether they want the return receipt requested or not.

Mayor DuBois asked how many notices are sent to third party non-residents and an explanation of the scale and scope of the problem.

Commissioner Stevens asked what is the extent of the problem and how striking return receipt requested would alleviate the problem.

Community Development Director DiTommaso stated that she does not have an exact number of notices that are delivered to out of town address and that it all depends on the address that is listed on the Property Appraiser's website. However, in her experience the Code Officers more often than not, if the hand delivery method does not work and the certified mail option is utilized, that they more than likely post the property anyway because once the certified mail goes out there is not a sufficient amount of time to wait for the notice to be returned. There is a ten (10) day advance deadline to post the property to ensure proper service. In her opinion whether there is a return receipt or not the Code Officer would more than likely post the property anyway.

Mayor DuBois stated that regardless whether the return receipt is required or not the property is posted if the certified mail method is used and that he feels a lot more comfortable about being in favor of this Ordinance because it is a redundant system anyway.

Commissioner Longtin stated that a former Commissioner's property had a lien on it in error and that was never notified and corrective action was taken but, the lien was improperly placed on the property and if the return receipt process had been utilized maybe it could have been caught.

Commissioner Stevens stated that in situations where a lien is improperly placed there are mechanisms in place for the Special Magistrate and Town to utilize to correct those mistakes on the rare occasion that it happens.

Commissioner Longtin stated that it is unknown if this happens on a rare occasion.

Commissioner Stevens stated that he has received more complaints about Code violations and that he would like to find ways to strengthen the Town's code and clean up Lake Park. He stated that if this helps in any way that the benefit of that outweighs the inconvenience of the due process.

Commissioner Longtin stated that she thinks that it is a disservice to the property owner to not require the return receipt.

Mayor DuBois stated that he is satisfied that there is a redundant process here that give multiple ways of contacting the property owner. The Town has been after improving the Town through Code Enforcement for many years and if this moves the Town faster in that direction then he does feel more comfortable about approving this Ordinance.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman		X	
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 3-2.

Attorney Baird read into the record the Ordinance by title only.

Commissioner Stevens asked if Vice-Mayor Rumsey would still like to make a motion to required that when possible that a return receipt requested be utilized for certified mail for Code Violation and related notice.

Vice-Mayor Rumsey stated "yes".

Motion: A motion was made by Vice-Mayor Rumsey to direct staff when possible to utilize a return receipt request for certified mail for Code Violation and related notices; Commissioner Stevens made the second.

Town Manager Sugerman stated that it would always be possible to send certified mail with a return receipt request.

Commissioner Hockman requested that the term "when possible" be clarified.

Vice-Mayor Rumsey asked what would help the Code Officers to do their job.

Community Development Director DiTommaso stated that hand delivery is the most utilized option and is always preferable. When hand delivery does not work then they turn to certified mail.

Commissioner Stevens stated that he is fine not going any further on the matter.

Vice-Mayor Rumsey and Commissioner Stevens withdrew the motion and the second.

DISCUSSION AND POSSIBLE ACTION:

8. Establishment of a Priority List for Use of Community Development Block Grant (CDBG) Funds

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit "D"). He provided to the Commission a list of staff generated ideas for the use of the 2013 CDBG funds (see attached Exhibit "E").

Commissioner Longtin asked if these funds are State or County.

Town Manager Sugerman explained that these are Federal funds that come through the State and because Lake Park is not an entitlement community, the Town's population is not large enough for the funds to come directly to the Town from the Federal Government the Town participates in the program through Palm Beach County and these funds are the Town proportional share.

Commissioner Hockman asked if this is the same block grant as the grant used for the irrigation system on Flagler Boulevard.

Town Manager Sugerman stated "yes" a portion was used for irrigation.

Commissioner Hockman stated that last year the refurbishment of the tennis courts was not allowed and that he thought the Town just replaced the pump system at the ball field.

Town Manager Sugerman stated that pump system was replaced with a pumping device that is too powerful for the irrigation system and therefore a device needs to be installed that will help to avoid "hammering" when the system starts.

Commissioner Hockman stated that street signs is a big issue and it has not been done in a long time.

Mayor DuBois stated that the list is similar to the list that he requested when Town Manager Sugerman first started.

Commissioner Longtin asked if there is anything that cannot be added to the list such as security cameras at the Marina.

Town Manager Sugerman stated that it is not permitted to do building improvements to public buildings.

Commissioner Longtin asked if the cameras would be considered a building improvement to a public building.

Town Manager Sugerman stated "yes" and explained that these funds have to go into neighborhoods.

Mayor DuBois stated that he wanted to clarify the suggestion of "creating a train station vehicle parking lane" and explained that his intention was to create a place where the three PalmTran Buses would stop at one location and provide parking so that the buses can be timed. To create a seedling for a transit node, and adding sod to the property near the proposed railroad station work hand in hand with each other. However, he thinks the Town has other needs and that project is much more expensive type of project than available through the CDBG funds. He asked if the funds can be used for several different items.

Town Manager Sugerman stated "yes" as long as the projects are grant eligible.

Mayor DuBois asked if the items on the list are grant eligible.

Town Manager Sugerman stated that the Town would have to apply for the grant first and that the Town would do a preliminary grant application to get feedback from County staff.

Vice-Mayor Rumsey asked about the \$10,000 - \$20,000 associated with the third recommendation from the bottom of the page (see Exhibit "E").

Town Manager Sugerman explained that the item is for a monument sign in front of Town Hall.

Vice-Mayor Rumsey asked for clarification that when Commissioner Longtin asked about doing something at the Marina it was not grant eligible.

Town Manager Sugerman stated that this is slightly different because it is not an improvement to the building it is signage in the community that would announce Public Meetings and gets the community involved in Town activities.

Mayor DuBois stated that the list provided is a wonderful wish list and that he wished that the Town could do all of these things. He suggested that before the February 6, 2013 meeting that the Commissioners provided input and revisit this item on that meeting agenda. He asked if the list could be provided to the County and ask for a determination on what is fundable.

Town Manager Sugerman stated that it could be done.

Commissioner Longtin thanked staff for the list and stated that her first choice for the money would be to return it to the taxpayers. Since that is not going to happen she likes the idea of a marquee in front of Town Hall because that would save staff time from having to go out and make the changes to the sign. She requested that staff "tweak" the list and include cost estimates.

Vice-Mayor Rumsey asked how long it would take staff to provide basic cost estimates on these items.

Town Manager Sugerman stated that cost estimates could be provide but some of the suggestions, such as street lighting, will cost more than \$37,000 and instead of having staff put cost estimates to all of the suggestion that the Commission narrow the list to the top three to five and then have staff provide the cost estimates on those items.

Discussion continued regarding street light and that there was an engineering report done and that the cost was over \$1 million for the project. It was determined that the Town would not go out for a bond referendum.

Town Manager Sugerman stated that street lighting in a few neighborhoods could be done.

Mayor DuBois asked if taking down the wall at the Marina is eligible.

Town Manager Sugerman stated that he does not think it is and as it turns out there are funds in this year's budget for demolishing the wall with presently budgeted funds.

Mayor DuBois stated that the demolition of the wall at the Marina was a high priority.

Town Manager Sugerman stated that on January 17, 2013 the Marina Task Force will be meeting and that discussion of the wall is an agenda item for that meeting.

Commissioner Longtin stated that she will need more time to prioritized the list and asked if it can be brought back at the next meeting.

Vice-Mayor Rumsey suggested that each of the Commissioners bring back their top three (3) to the next meeting and then staff would then be tasked with providing cost estimates to those items.

Commissioner Longtin suggested top five (5).

The Commission reach consensus that each Commissioner would bring back their top three (3) to five (5) items for the February 6, 2013 meeting.

9. Accepting a Proposal from J.E.S. Production and Design for the Coordination of a Park Avenue Green Market

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit "F").

Vice-Mayor Rumsey asked how many vendors are currently lined up for this event.

Jennifer Spicer, J.E.S. Production and Design, stated that she has a list of 380 vendors and that she has advised that she can only accommodate forty (40).

Vice-Mayor Rumsey asked how many are lined up to start on the first Saturday of February. He stated that his concern is that there are a lot of green markets now and that there are vendors who want to do West Palm and on Sunday do Palm Beach Gardens. He stated that these are the only two the vendors can accommodate because they are selling a tremendous amount. He is concerned that the pool of vendors is diluted and that there is not enough room left. He asked if Ms. Spicer has any confirmed vendors that are just waiting on approval from the Commission.

Ms. Spicer stated that the vendors are just waiting for the approval. She stated that this event is not like other green markets that are just green markets. She explained that this event would be a green market at night with live entertainment and the event would be similar to Clematis at Night. She stated that a lot of the other green markets state that if the vendor misses one of the events the vendor is banned from going back and there are several vendors with that issue and they are looking forward to being part of this event. She stated that she has sixty (60) vendors that she will have to alternate.

Vice-Mayor Rumsey stated that his concern is that with the Palm Beach green market on one day and then the Palm Beach Gardens green market will vendors have enough product to do an event in between and asked if there are enough vendors to fill this event.

Ms. Spicer stated that the event is unique and that she is not going to obligate the vendors to be at all of her events and there will be a waiting list for vendors to fill those spots. She stated that there will be a consistent amount of vendors and that several Lake Park businesses are also interested in participating in the event.

Vice-Mayor Rumsey asked if there will be product exclusivity.

Ms. Spicer stated that she is trying to have produce exclusivity so that all the vendors do well. She stated that the other green markets are encountering this issue now.

Vice-Mayor Rumsey stated that if there will be arts and crafts is this really a green market.

Ms. Spicer stated that she attempting to do an event similar to the event at Sailfish Marina on Thursday nights and Clematis at Night which will bring a lot more people.

Vice-Mayor Rumsey stated that he would love to see an event Downtown on a Saturday night and thinks it would be a tremendous boost to the community. He asked who makes the decision on when additional security would be necessary.

Town Manager Sugerman stated that Ms. Spicer will have to take out a Special Events Permit with the Town and on the Special Event Permit there is a review section for the Palm Beach Sheriff's Office and they will make the call based upon what they observe as each event goes on.

Vice-Mayor Rumsey asked if a Special Event Permit would have to be pulled every week.

Ms. Spicer stated it would be one permit.

Vice-Mayor Rumsey asked how many weeks is the Town guaranteeing.

Ms. Spicer stated that how many weeks the event would be was not discussed and suggested that the event start the second weekend in February.

Vice-Mayor Rumsey asked when talking about the Public Works Department putting up banners what and where are the banners being placed.

Town Manager Sugerman stated that it would just be the event announcement banners.

Commissioner Hockman asked what types of banners are being put out and stated he is concerned about Public Works putting up banners every week and then having to take them down.

Ms. Spicer stated that for this event she would not expect banners to be put up on 10th Street on a weekly basis. She suggested signage similar to the signs for the Sunset Celebration. She stated that if she utilizes any message boards that she will be responsible for that signage and that she plans to place those types of signs on Northlake Boulevard.

Commissioner Hockman asked why Ms. Spicer cannot put the banners up and then remove the banner at the end of the event on Saturday.

Ms. Spicer stated that she works alone and that after the Seafood Festival she attempted to remove the banner from Kelsey Park and it was very difficult.

Commissioner Hockman stated that part of the contract with the Sheriff's Office the Town is given extra security for the events that the Town hosts and that he does not want to see that the Town would give up its extra Deputies for Town events to cover this event. Nor does he want to see the security that was hired for the CRA to be covering just this event on Saturday nights because that is not fair to the other businesses.

Ms. Spicer stated that she agrees with Commissioner Hockman because she paid for four (4) Deputies during the Seafood Festival and there was probably fifteen (15) of them at the event. She stated that she does not think that many Deputies would be needed.

Commissioner Hockman suggested that Lieutenant Myers could work something out with one of the Reserve Deputies that are basically free to cover the security for the event. He does not want a paid Deputy to be covering the event instead of serving the rest of the community.

Ms. Spicer stated that this is a first time event, there is no way to estimate the number of people that will show up, and if the event goes well then further, discussion could be had regarding the security.

Mayor DuBois questioned that Deputies would be required and suggested that three (3) to four (4) private security personnel could be obtained for the cost of one (1) Deputy.

Ms. Spicer stated that it would be up to the Town to determine the type and amount of security.

Town Manager Sugerman stated that it is up to the Town to make this call and the intent is to not require any additional on-duty Deputies or Private Security for these events to start out. He stated that it is believed that the on-duty Deputies in Town would be the appropriate support for this event to start out. He stated that it is believed that the event will start out small and as time moves on and the event grows, the appropriate adjustments will be made.

Commissioner Hockman stated that it is fine that he just wants to make sure that the Deputy is not just sitting at this event for five (5) hours that he wants them out patrolling.

Mayor DuBois stated that he had questioned the hours of the event but that through the explanation he understands that it is not truly a green market but more of a general event scheduled from 5:00 p.m. to 9:00 p.m. He stated that lighting is going to be interesting.

Ms. Spicer stated that she will be renting the tower lighting for the event.

Commissioner Longtin asked how this opportunity has been advertised so that other promoters would know that it is available.

Town Manager Sugerman stated that it has not been advertised.

Commissioner Longtin stated that she has an issue with that and stated that she would like to know that the Park Avenue business are ok with being shut down every weekend for this event. She stated that she has a feeling that the business will be ok since it is Ms. Spicer but, she would still like for the Town to do research on that and contact the businesses on Park Avenue.

Town Manager Sugerman stated that he does not think anything will be shut down that the event will be utilizing the Town Green.

Ms. Spicer stated that the street will not be blocked at all.

Vice-Mayor Rumsey stated that he thinks that the Town Green is the perfect place for this type of event.

Commissioner Longtin asked what other municipalities Ms. Spicer is courting for her services.

Ms. Spicer stated she has proposal with several municipalities and is waiting for approval.

Commissioner Longtin asked if she has agreements with any other municipalities.

Ms. Spicer stated that she has an agreement with Wellington.

Commissioner Longtin asked if Ms. Spicer had a website and if so what is the website address.

Ms. Spicer stated that the website address is JESProduction-Design.com and that the pictures from the last Seafood Festival are on the website.

Commissioner Longtin stated that she wished that the Town would put on the website that the Town is accepting these types of proposals and if she votes against this item that would probably be the only reason even though Ms. Spicer has proven herself on the Seafood Festival. She stated that she does not think security should be provided by the Town of Lake Park and that starting out the event will be small and what the Town has will suffice but that she thinks that if security is needed that Ms. Spicer should pay for the security. She stated that as long as Ms. Spicer reimburses the Town for any work that Public Works does she is fine with Public Works assisting Ms. Spicer.

Commissioner Stevens stated that anyone is free to come forward with ideas and present them to the Town and he applauds Ms. Spicer's efforts and this is a good way to get people into the Downtown.

Vice-Mayor asked if the businesses along Park Avenue be approached about staying open during the event.

Ms. Spicer stated that she has and the businesses were very happy about seeing something consistently done because it is the only way they can stay open.

Vice-Mayor Rumsey asked if Ms. Spicer is looking for a particular number of weeks for this event or just want it to be open ended.

Ms. Spicer stated that she is not sure and left the decision up to the Commission.

Vice-Mayor Rumsey suggested that the Commission sets a number of weeks and then bring it back to be evaluated.

Mayor DuBois suggested that a report be provided to the Commission after the first couple of months to let the Commission know how it is going.

Ms. Spicer stated that it is important to know the duration of the event so that she can set up the entertainment.

Commissioner Hockman asked if the Town typically charges for a sign permit for banners.

Town Manager Sugerman that a banner permit would be required and there is a fee for the permit.

Commissioner Hockman stated that his only issue with waiving the permit fee is what does that do for the next person that wants to do an event in Town.

Town Manager Sugerman stated that he is in favor of setting the precedent of people coming in with planned events and the Town waiving the banner fees and assisting with hanging the banners.

Commissioner Hockman stated that he is fine with that as long as the Commission follows through with anyone else that comes before the Commission with the same request.

Mayor DuBois stated that the promoter that did the Barbeque Challenge last year is interested in doing another event, such as a Salsa Festival, and asked Ms. Spicer if she would be willing to work with the promoter.

Ms. Spicer stated that is one of the line-ups she would have Downtown and noted that the Clematis at Night is a very successful event and she would like to turn this event into something similar.

Mayor DuBois asked if another promoter comes in with a proposal for a larger event will the Town butt heads with this contract.

Commissioner Hockman suggested that the contract model the contract for the vendor that used Kelsey Park for a green market that if there was another big event the promoters were encouraged to work together or otherwise the Commission would have to look at it and determine which event is better for the Town.

Ms. Spicer explained that when an event is organized it is not done from one day to another and if the Town gives this event until March then other promoters know that they would have to wait until after March to do an event.

Mayor DuBois stated that his issue is that if the event covers all event types then it would exclude other themed events.

Ms. Spicer explained that she is modeling the event after Clematis at Night and that there will be arts and crafts and green products for sale at the event. She stated that a better title for the event might have been Park Avenue at Night.

Mayor DuBois questioned if the type of event being proposed would be in conflict and prohibitive to having other themed events in the Town.

Ms. Spicer suggested that as other promoters come in and make proposals to have events that it would be appropriate to have that conversation at that time.

Vice-Mayor Rumsey stated that themed events should be taken on a case-by-case basis and asked about alcohol and if Ms. Spicer has a license.

Ms. Spicer stated that there would be full liquor and that the vendor serving the alcohol will be providing the license and will be part of the insurance.

Vice-Mayor Rumsey asked what the insurance requirements are for the contract.

Ms. Spicer stated that the insurance is \$1 million and \$2 million aggregate.

Commissioner Hockman stated that if there is going to be alcohol at the event the Town's requirement is to have a Deputy on-site at all times.

Ms. Spicer stated that there will be a dedicated Deputy at the event and explained that she is not requesting any income from the Town for these events and that it is beneficial to the Town to have these events. She provided the example that Grumpy Grouper decided to come to the Town based on the 2011 Seafood Festival. She stated that if a little bit is given by the Town she thinks that it is well earned because all of the businesses on Park Avenue will be benefiting from the event, promotion, and media exposure.

Commissioner Stevens stated that he understands the need to police the entire Town but, that he thinks that an events like these benefit the Town and a lot of the residents will be there and if one (1) Deputy is at the event the other Deputies on duty can be in other places.

Commissioner Hockman questioned if this would set precedence and if someone wanted to do event at Kelsey Park and they are going to serve alcohol and they do not want to pay for a Deputy and just want to use Deputy on duty and argue that it was done for this other event.

Commissioner Stevens stated that there is a danger of setting precedence but that he thinks that the Commission could review the requests on a case-by-case basis. He stated that if these events promote the Town and helping businesses in the Town then he thinks it is reasonable. He stated that he would prefer that the event be promoted as Lake Park at Night rather than Green Market because it encapsulates everything.

Commissioner Longtin stated that she would be in favor of this proposal as long as the contract that is signed is similar to the contract for the Seafood Festival and because Ms.

Spicer is going to be taking all of the income from these events that Ms. Spicer should reimburse the Town for all the expenses including the Deputy because alcohol is being served. She stated that she is in favor of waiving the sign permit fee and willing to give approval for the event for six (6) months and then the Commission will re-evaluate the proposal.

Vice-Mayor Rumsey asked what advertising that Ms. Spicer would be doing for the events.

Ms. Spicer explained that the events would be advertised in the Weekender, a local publication that is distributed throughout Northern and Central Palm Beaches, the Palm Beach Post, Seaview Radio, as a member of the Chamber of Commerce, and through media coverage of the event.

Commissioner Stevens stated that by doing the event every Saturday that word of mouth will assist with the promotion of the event.

Town Manager Sugerman stated that the Commission has offered a range of eight (8) weeks to six (6) month before the event is brought back for Commission review.

Vice-Mayor Rumsey stated that he was going to make a motion that included a three-month time frame.

Motion: A motion was made by Vice-Mayor Rumsey to approve J.E.S. Production and Design for the Coordination of a weekly Saturday Night event to be reevaluated in 90 days and to waive fees as discussed and presented in the proposal and the weekly events must begin no later than February 16, 2013; Commissioner Stevens made the second.

Commissioner Longtin asked if all the fees would be coming out of the CRA budget.

Town Manager Sugerman stated that he does not anticipate incurring any fees and explained that the banner fee is being waived and that he is not anticipating adding any additional expenses associated with security and it is an in-kind expense to have Public Works put up the banners.

Commissioner Longtin stated that when Public Works is hanging banners for a private vendor they could be doing what they are supposed to be doing.

Town Manager Sugerman concurred with the statement and it is known as an in-kind service.

Mayor DuBois stated that in exchange for the event the Town takes a hit for hanging some banners.

Commissioner Longtin asked if this contract would be based on the contract for the 2012 Seafood Festival.

Vice-Mayor Rumsey stated “yes”.

Town Manager Sugerman stated that he did not realize that there would be a contract.

Attorney Baird asked if the intention would be to base the contract on the Seafood Festival contract with the same basic terms.

Vice-Mayor Rumsey stated “yes”.

Ms. Spicer stated that she sees the need for a contract for the Seafood Festival but not for a green market.

Vice-Mayor Rumsey stated that he thinks there has to be a contract when there is alcohol, insurance requirements, and for both the Town’s and Ms. Spicer’s protection.

Ms. Spicer agreed to having a contract for the event.

Commissioner Longtin clarified that the event will be re-evaluated in three (3) months and things can be changed then and start charging for expenses.

Vice-Mayor Rumsey stated that the event will be on the Commission agenda for review at the May 1, 2013.

Attorney Baird stated that it would be a three (3) month contract with a mutual agreement to extend it.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman		X	
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1.

10. Accepting a Proposal from J.E.S. Production and Design for the Coordination of the 2013 Lake Park Seafood Festival

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit “G”).

Motion: A motion was made by Vice-Mayor Rumsey to approve the proposal for 2013 Lake Park Seafood Festival submitted by J.E.S. Production and Design dated December 21, 2012; Commissioner Stevens made the second.

Commissioner Longtin stated that people come into Town to attend the event and then leave and asked what is the Town getting out of it. She stated that it is a great event, but what it is the Town getting out of the event other than exposure. She stated that in the real world that the in kind services costs the Town money.

Commissioner Stevens stated that the local businesses benefit from the event.

Vice-Mayor Rumsey stated that he sees it as a quality of life issue and that these kind of events attract people who do not live in Town and when they are here they see what the Town is and as they drive through the Town they see the quaint streets, nice older homes, nice big properties, that are below market rate, and as an up and coming community. He stated that one of the things that was used at Downtown at the Gardens to increase occupancy was to start doing events and then started Festivals which draw people and the occupancy rate has increased in a short period of time. He stated that these types of events bring people in that do not necessarily know anything about the Town.

Commissioner Longtin stated that Vice-Mayor Rumsey made a good point and explained that even today that people do not know where Lake Park is and when talking about the Town one has to use the surrounding municipalities.

Commissioner Hockman stated that since this is going to be a two-day event security would be needed all night long because the art and craft vendors are not going to want to break it all down and take everything away so someone will have to be there to provide security and that it would be a costly thing to have security over night. He stated that he hoped with the success of the last Seafood Festival that Ms. Spicer would be able to pay at this point because the event is big enough and well known for her to absorb these costs.

Ms. Spicer stated that on the proposal she requested that the Town assist because it would be a two-day event and the assistance would be during the day. She stated that during the evening of course the vendors are not going to breakdown and then security guards would be hired for the night and that she is willing to hire the security guards at night. She stated that to hire Deputies at \$42.00 an hour for a two-day event is going to be a lot of money.

Commissioner Hockman stated that his only concern is setting precedence and that as the Town grows with more people and more events and the Town is lacking security and the Town does not have resources to get additional Deputies now to patrol the streets.

Mayor DuBois stated that the Commission has the opportunity to control the precedent as this is a proposal that is coming from the Town and when another proposal comes to the Town it is completely up to the Commission's choice to make a precedent or use a precedent and if the proposer argues for the precedent the Commission could simply say no and make a determination based on each application.

Commissioner Hockman stated that he thought the 2012 Seafood Festival was great and would like to see it continue as a one-day event and for it to grow in size. He stated that there was a lot of discussion about vendors throwing food away and in previous years people showed up and there was no seafood and that is not good either.

Ms. Spicer explained that when the vendors sell out it is a great event and if the vendors have to go home with food it is not a good event and if someone wants to have seafood they have to come in time or lose out. She stated that the event must cater to the vendors so that they continue coming to other events.

Commissioner Hockman stated that he does not mind waiving some fee but, that he does not want it to become a precedence that every event that Ms. Spicer wants to put on in the Town the Town is forking out the excess money and meanwhile Ms. Spicer is making money because she is charging the big fees for the vendors and stuff.

Ms. Spicer explained that she has the least expensive vendor fees and that the two-day Seafood Festival in Abocoa is charging \$1,000 and she is charging \$100 for the one-day event.

Commissioner Stevens stated that he understands the precedence and if this was a court of law the Commission would have to look at factual analysis but, he thinks it should be taken case by case and in this case it is the best event the Town has and he is in favor of the proposal.

Mayor DuBois recommended having oysters on the half shell at the event and that November and December is the best time for oysters.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

11. Town Manager Six Month Performance Evaluation

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit "H").

Mayor DuBois stated that in his evaluation that he put down a lot of 4's and one 3 and stated that 4 is as high as he is willing to go for anyone.

Town Manager Sugerman explained the rating system for the evaluations.

Vice-Mayor Rumsey stated that he gave Town Manager Sugerman the lowest score of all the Commissioners because he had expressed his concerns about communication, which has not changed. He understands that the other Commissioners do not feel the same way and he accepts that and he stands by his comments and appreciates what Town Manager Sugerman is doing. He thinks that the only areas he rated Town Manager Sugerman below a four (4) was in communication.

Mayor DuBois stated that it seems that Town Manager Sugerman achieved high marks and recommended that Town Manager Sugerman concentrate on the areas that were lower and if there are changes that need to be made that Town Manager Sugerman thinks are possible to be made based upon some of these evaluations and there is always room to improve.

Town Manager Sugerman stated that he appreciated the comments and the input and that he will take them all to heart.

12. Establishment of Goals and Objectives for the Town Manager

Town Manager Sugerman explained the item (see Agenda Request Form attached as Exhibit "I").

Commissioner Longtin referenced Town Manager Sugerman's memorandum dated October 26, 2012 (see attached Exhibit "J") and stated that at the bottom of page one (1) it states "Providing more CRA and business community outreach". She stated that she would like for him to go beyond the CRA to all of the businesses in Lake Park because they are all as important as the businesses in the CRA. She would also like for Town Manager Sugerman to outreach to the citizens. She stated that on page two (2) it states increasing revenues and she does not know if the Town needs to increase revenues but, what is in the memorandum is good and that she was thinking about the taxes as the Town already has a very high tax rate. She agrees with reducing expenses and that she is not in favor of forgiving the Marina debt to the General Fund nor any forgiveness for the CRA. She asked if the Commission has already decided to forgive the debt.

Town Manager Sugerman stated "no" the Commission has not decided to forgive the debt.

Commissioner Longtin stated that otherwise she likes the list and that once the Town has the funds the Town could look at implementing other projects.

Commissioner Stevens stated that he thinks the list provided by Town Manager Sugerman is a good start. He stated that he provided a list of a checklist that he has but, he is not sure if they want to do it as a Commission or what would be the best option, otherwise he is fine with the list.

Vice-Mayor Rumsey stated that he thinks it is a great list and asked why eliminate Employee of the Year.

Town Manager Sugerman explained his philosophy that this year there were five (5) nominees for Employee of the Year and one (1) person won and four (4) people lost and in high performance organizations they do not have Employee of the Year awards because one (1) person wins and four (4) people lose. He stated that they also do not have suggestion programs and that in high performance organizations people take ownership and responsibility to get something done rather than making a suggestion and passing it along to someone else. He stated that starting next week he will be doing some high performance team building with the Senior Staff. He stated that it is his believe that there could be teams of the year where an entire project or a special project team would receive an award.

Vice-Mayor Rumsey stated that he agrees with Town Manager Sugerman and that he is not opposed to the elimination of the Employee of the Year program and that he had made a recommendation for the past two (2) years to institute some type of program where if a particular members of staff or teams of staff finds significant savings that they should get a percentage of the savings. He thinks that the list looks good and that a lot of positive could come from this.

Commissioner Hockman stated that he likes the list.

Mayor DuBois stated that this list could go on and on everyday something could be added. He has attempted to prioritize the list but needed some type of formula of where to start but that this is a good list. He stated regarding major projects that he would like to see some thoughts toward master planning of the western communities. He thinks that the roads that are being improved by Palm Beach County are some of the largest capital improvements to the Town in many years and particular when the confluence of these improvements culminates with the possibility of a railroad station and will have a very large impact.

Town Manager Sugerman distinguished between goals and objectives and projects. He stated that the memorandum has five component parts. His goals and objectives as Town Manager are to be working on organizational development, staff development, community activities, Financial, and he provided a few examples. He then provided some major projects. He stated that the memorandum is not a project list and he is trying hard as Town Manager to not get bogged down with being assigned projects to accomplish but, to work on the five components and to be held accountable for the big picture and then he and the Commission could talk about the many things that need to be done in Town.

Mayor DuBois stated that the Town Manager is a CEO with a lot of obligations in the areas of financial, community activities, staff development, and organizational development. Town Manager Sugerman has a management style that works within the policies that the Commission creates and develops. When he sees a list of major projects

he thinks of the County's five (5) year plan and the funds invested. If the list provided was simply meant to serve as examples he understands.

Town Manager Sugerman stated that he was planning on accomplishing the four (4) major project listed in the first year as Town Manager. His hope is to once a year sit down with the Commission and together set goals and objectives for the next year.

Mayor DuBois stated that the County plan is a five (5) year plan and needs to be followed continuously.

Commissioner Stevens asked if there were any updates on the refinancing of long-term debt.

Town Manager Sugerman stated that the Request for Proposal has a due date of January 31, 2013. Staff has been talking with a variety of banks of which some are extremely excited to participate and others have asked lots of probing questions which may mean that they are not so excited to participate. He stated that approximately fifteen (15) banks have been invited to participate. He does not know what the rate is going to be but a lot of time and effort has been put into this and that on January 31, 2013 the Town will know how many banks have decided to participate and a recommendation will be brought to the Commission at the February 6, 2013 meeting.

Commissioner Stevens stated that this could result in savings of hundreds of thousands of dollars.

Town Manger Sugerman stated that it would probably be more than that if successful. He is not making any commitments or guarantees but the Town could see a savings of \$500,000 over the lifetime of the outstanding loans.

Mayor DuBois asked if he is talking about refinancing the bonds.

Town Manager Sugerman stated "yes" and that technically is it call a re-funding.

Mayor DuBois stated this is a complicated thing and to pass the bonds the Town had to go through a referendum.

Town Manager Sugerman stated that a referendum is not needed to re-fund the bonds.

13. Discussion of Town Attorney's Contract

Commissioner Longtin stated that she wanted to know how the Commission felt about going out to see what other attorneys might offer. She thinks it is a good opportunity for review.

Mayor DuBois asked what is the review period of the contract.

Attorney Baird stated that for the contract renewal the notice period is sixty (60) days and if the Town does not notice termination then the contract rolls over for another year.

Commissioner Stevens asked when is the expiration of the contract.

Attorney Baird advised he did not know the date.

Commissioner Stevens stated that he thinks that Attorney Baird has been doing a good job and has a lot on institutional knowledge about the Town and neighboring municipalities and that he thinks that the going rate for Town Attorney's is within what the Town is paying Attorney Baird. However, if it does not cost the Town any money he is open to the possibility to going out.

Commissioner Longtin stated that it just an opportunity to review what it out there. Attorney Baird knows a lot about the Town and she thinks that it does not hurt to switch out and get a new set of eyes on things but, if it does not work out then Attorney Baird can continue on.

Commissioner Stevens suggested that the Commission look into when the sixty (60) day renewal period expires and then time the search around that date because there is no point in looking.

Commissioner Longtin stated that the contract could be ended and then asked if there is a sixty (60) day termination clause in the contract.

Commissioner Stevens stated "yes" but, if you do not exercise within that sixty (60) day termination period the contract would renew for another year and if the contract is terminated outside that period the Town would have to pay for the whole year.

Commissioner Longtin asked if that is correct.

Attorney Baird stated that in the contract it states that the contract renews if not terminated.

Commissioner Stevens stated that it is an automatic renewal. He provided the example of the former Town Manager and that the issue that the Commission had was that the Commission did not exercise termination during the termination period. He requested that a copy of the contract be provided to the Commission.

Mayor DuBois stated that his personal opinion is that he is very happy with Attorney Baird's advise and knowledge of the Town's history.

Town Manager Sugerman asked if the only directive is to provide the Commission with Attorney Baird's contract.

Commissioner Longtin requested that a copy of the contract be e-mailed to the Commission tomorrow.

14. Authorization for the Town Manager to Set a Date for the Town to Host a League of Cities Meeting

Commissioner Longtin thinks it has been a while since the Town has hosted a League of Cities meeting and that the Town is due and would like to allow the Town Manager to make the arrangements.

Mayor DuBois asked what is the expense involved in hosting a meeting.

Town Manager Sugerman stated that there are a couple of ways it can be done. He stated that some communities get sponsors to underwrite it and some pay for it themselves. He stated that he has been to meetings where 250 people show up and other where it has been 60 people and there is no way to know what the attendance will be. If the Town were to host a decision would have to be made regarding getting a sponsorship or for the Town to underwrite it. He stated that it can be relatively expensive if the Town were to underwrite a buffet line, beverage and dessert.

Commissioner Longtin stated that the Town did host a meeting in the Mirror Ballroom and she thinks that it fit.

Vice-Mayor Rumsey asked what the maximum number of people allowed in the Mirror Ballroom.

Town Manager Sugerman stated approximately one hundred (100) with tables. He stated that he attended a Lake Park hosted League of Cities meeting approximately fifteen (15) years ago at Kelsey Park at the Pavilion. He stated that if there were two hundred (200) people it could not be done in the Mirror Ballroom and would have to be at the park.

Vice-Mayor Rumsey asked about the capacity at the Marina.

Town Manager Sugerman stated that the capacity at the Marina is approximately fifty (50) people.

Vice-Mayor Rumsey stated that he thinks it is a good idea to do if the Town can get a sponsor.

Mayor DuBois suggested hosting a committee instead of the entire group of 200-300 people.

Commissioner Longtin stated that she knows that this Commission cannot speak for the next Commission but she is in favor of it and asked if Town Manager Sugerman can be given the go ahead to look into hosting a meeting.

Town Manager Sugerman stated that he knows what the requirements are for the Town to host a meeting and that the only question is how the Town would pay for it.

Vice-Mayor Rumsey recommended that the Town Manager explore the possibility of sponsorship and see if one of the area restaurants would commit to providing the food, refreshments and the related items. He suggested that several restaurants may want to work together.

Commissioner Longtin stated that it is a unique idea to have several restaurants work together.

Vice-Mayor Rumsey suggested doing a taste of Lake Park.

Commissioner Longtin asked what Town Manager Sugerman needs from the Commission.

Commissioner Hockman stated that he has been trying to get the Town to host a meeting for the past several years. He stated that it is amazing how many Commissioners in other municipalities do not know where Lake Park is located.

Mayor DuBois stated that he is in support of the Town hosting a meeting if the Town had the excess reserves but he does not think that the Town's time is here for hosting a meeting. He state that he cannot justify spending \$5,000 to \$10,000 on it.

Commissioner Longtin stated that she agreed.

Town Manager Sugerman stated that he thinks it would be in the \$2,500 to \$3,500 range.

Mayor DuBois stated that he can see the Town doing that but he thinks it would cost about \$10 a plate.

Vice-Mayor Rumsey stated that it would be around \$17.00 a plate and for 200 people it would be approximately \$3,400.

Mayor DuBois stated that it is on the Commission's wish list.

Town Manager Sugerman stated that he will start to work on it.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

A report from the Town Manager and the Town Attorney pertaining to a serious delinquency at the Lake Park Harbor Marina

Town Manager Sugerman explained that an owner of three (3) vessels, two (2) of which are currently docked at the Marina, has been seriously delinquent with the fees running into the five (5) digit figures. The Town has been in negotiations with the owner of the vessels and his attorney to discuss working out a settlement of that delinquency. There has been some back and forth about the actual calculations and the validity of the numbers that the Town has been using. At the most recent meeting the figures were questioned and there is some validity to the need to lower the amount of the delinquency based upon the revised calculation. However, it is still a serious delinquency that has been going on for months. There has been a good faith effort on behalf of the Town to be as lenient as possible and are now beginning to see a good faith effort on behalf of the vessel owner. He and his attorney have come to the negotiating table in an attempt to work something out and he is unsure that something will be worked out. He requested authority from the Town Commission to take appropriate legal action if a settlement cannot be negotiated.

Attorney Baird stated that with respect to the two (2) vessels that remain at the Marina the Town has two (2) options. The first option is to pursue seizure of the vessels through Federal Law and the Federal Marshalls. The second option is that under State Statutes there is the opportunity to pursue a non judicial sale, which is similar to a foreclosure action where the Town can compel the sale of the vessel to satisfy the debt. He stated that regarding the third vessel, who's lease at the Marina has expired and has been removed from the Marina, the Town can take a contract action which is basically a breach of the docking agreement. He stated that his office has drafted a complaint with respect to the vessel that is not navigatable but, still in the Marina and the vessel that has been relocated outside of the Marina. In cooperation with Town Manager Sugerman and Marina Director James Hart it is suggested that the Town pursue the sale of the other vessel "Ya Baby" that is currently located in the Marina. He stated that the other two (2) vessels "Spirit of the Palm Beaches", which is located in the Marina and "Avatar" which is located outside the Marina. He stated that before moving forward with any legal action they wanted to find out how the Commission felt about it and opined that the best remedy for the Town is the pursuit of the breach of the dockage agreement because under the terms of the dockage agreement the Town would be entitled if success to recover attorney's fees.

Mayor DuBois asked what action is needed from the Commission.

Town Manager Sugerman stated that a motion is not necessary and explained that the Town is in settlement negotiations with the vessel owner and his attorney and he is hoping the negotiations will be successful. However, if they are not successful it is his plan to be as aggressive as possible in taking whatever action that is needed to be taken to protect the interests of the Town and collect on the debt and obligation and the vessel owner and his attorney has been advised of this information. He stated that he is requesting that the Commission, if the settlement negotiations are not successful to provide the authority for himself and Attorney Baird to file to appropriate legal action in this case.

Vice-Mayor Rumsey asked if Town Manager Sugerman wants the Commission to set a time limit to the negotiations before appropriate legal action is taken or provide Town Manager Sugerman and Attorney Baird with the option to proceed when they deem appropriate.

Town Manager Sugerman stated that he and Attorney Baird would prefer to have the option to the legal action at their discretion if they come to the conclusion that the settlement negotiations are not going to be fruitful.

Vice-Mayor Rumsey asked how much time is needed to come to a resolution with a settlement or legal action.

Town Manager Sugerman stated within a couple of weeks if not sooner.

Vice-Mayor Rumsey stated that he would support the request.

Commissioner Stevens asked how time sensitive are the options, as he would like to review complaints and documents before they are filed and asked if one of the boats is cabled.

Attorney Baird stated "no" and that the boats are no longer cabled as of this morning.

Town Manager Sugerman explained that in an effort to show good faith the cables were removed.

Attorney Baird stated that the only concern with respect to the breach of the dockage agreement action is that the Town originally noticed, via a demand letter, to start that process back in August 2012 and sometimes the Court may frown upon the length of time between the notice and the filing of a complaint. He stated that when Town Manager Sugerman suggested two (2) weeks he agreed because that is a good window to file. The complaint itself is a basic breach of contract complaint which references the clauses in the contract for breach of contract.

Commissioner Stevens stated that he reviewed the Property Appraisers website and that the current value of the one of the boats is \$39,325 and maybe the Town will get more for it, but he wanted to provide that as information.

Town Manager Sugerman stated that he does not want to go into the negotiations but, some security. He does not know if he is satisfied that the security is enough and there is some negotiation still to be done.

Mayor DuBois stated that his thoughts are for the Town to pursue whatever means are necessary to bring this matter to a close.

Commissioner Longtin asked if each vessel has a separate account and how long have the accounts been in arrears.

Town Manager Sugerman stated that each vessel has a separate account.

Town Attorney Baird stated that there has been some spotty payments but his file suggests that it goes back to 2010.

Commissioner Longtin stated that she keeps hearing about this issue. She stated that she does not want the Town to be in boat or home sales but ultimately she will vote to do what Town Manager Sugerman and Attorney Baird feel needs to be done.

Commissioner Hockman stated that the Town has to do what the Town has to legally, and not go behind in the dark. He supports whatever needs to be done as long as it is legal. He would like to make sure from this day forward that all the boats are not permitted to get years behind and suggested setting something up that once an account is two (2) month in arrears that something is done.

Town Manager Sugerman explained that the demand letter was sent in August and that he started in July and that within sixty (60) days of his starting as Town Manager he was sending out demand letters to all the vessels that were not current and staff is now on top of it.

Motion: A motion was made by Commissioner Stevens to authorize Town Manager Sugerman and Attorney Baird to pursue whatever legal means necessary to protect the Town's resources as it relates to the serious delinquency of the vessels "Ya Baby", "Sprit of the Palm Beaches" and "Avatar"; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Manager Sugerman stated that he had no further comments.

Attorney Baird clarified that the comments by Commissioner Longtin regarding litigation status reports and properties that are in foreclosure on the litigation report only lists those foreclosures in which the Town is also a defendant because the Town has recorded a Code Enforcement Lien. He explained that while there may be twenty (20) cases on the list there might be more foreclosures in Town than on the list.

Commissioner Longtin asked how the other members of the Commission felt about annexation and if that was a project that the Commission wanted the Town Manager to think about or work on. She questioned whether a particular property was still available.

Mayor DuBois stated that clarification was provided recently regarding some North Palm Beach property stating that the Town had agreed to not annex any property north of Northlake Boulevard. He stated that he attended a Bioscience Land Preservation meeting and the topic of annexation of property north of Northlake Boulevard was discussed because North Palm Beach has been annexing property and Former County Commissioner Marcus had recalled that the Town entered into an agreement to not annex property North of Northlake Boulevard.

Commissioner Longtin asked if a copy of that agreement could be provided to her.

Mayor DuBois stated "yes" and that the agreement would limit the Town ability to annex property. He stated that he thought the trailer park north of Northlake Boulevard was a prime property for the Town to annex and then was advised of the agreement.

Commissioner Longtin stated that she thought the trailer park was available because North Palm Beach did not want it. She asked if a list could be provided by the Town Manager of properties that are available for annexation and then the Commission could review the list and decide if it is something that it wants to pursue.

Mayor DuBois stated that annexation is something that the Town has always been interested in.

Commission Hockman stated that the list would include going west to Home Depot because they are actually considered Lake Park.

Commissioner Longtin stated that those properties have a Lake Park zip code and that many people consider them as part of the Town.

Commissioner Hockman stated that Ganger Mountain is in unincorporated Palm Beach County with a Lake Park zip code.

Town Manager Sugerman stated that he is unaware of this issue and asked staff if they understand the direction from the Commission.

Commissioner Stevens stated that the Commission wants to know what the annexation options are for the Town.

Mayor DuBois stated that it is covered in the Comprehensive Plan and the Evaluation and Appraisal Report (EAR) and the best quick description is in those documents.

Commissioner Stevens stated that getting unincorporated areas to agree to it is also an issue.

Town Manager Sugerman stated that he understands what the annexation process is but, he did not know what the Town's issue were.

Commissioner Longtin stated that Attorney Baird was asked to tighten up the language regarding what can be done if a member of the Commission can no longer serve and specifically she is talking about what happened with the Mayor.

Attorney Baird asked if this discussion was regarding the Charter.

Mayor DuBois asked if this is regarding appointment versus special election.

Commissioner Longtin stated "whatever" and that the language needed to be tightened up.

Attorney Baird clarified that the discussion is regarding the language with respect to a vacancy in the office of Mayor so that there had to be an appointment or special election similar to what happens with a Commissioner vacancy.

Commissioner Longtin stated that she has discussed the issue with other people and they all read it that where a member of the Commission but that Attorney Baird stated that the language reference the Commissioners and not the Mayor and she wants the language clarified. She stated that the Marina Sunset Celebration is on the last Friday of the Month from 4:00 pm to 7:00 pm and stated that she is unable to attend because it is a tough time for her. She suggested making the Sunset Celebration a weekly event. She stated that Ms.

Spicer's comments were correct that the public wants to know what day of the week Lake Park always has the event. She requested a status update on One Park Place.

Town Manager Sugerman explained that he has been in touch with the representative from Iberia Bank and has been advised that the bank is still in the process of taking the property back. He stated that the representative has promised to stay in contact with him once the bank has full control of the property. He stated that he has a prospective buyer for the property and the bank has not been advised who the prospective buyer is because the bank does not have full control of the property. He stated that this is one of his weekly projects and that once a week he puts time and effort into that project.

Commissioner Longtin asked if Town Manager Sugerman has had the opportunity to look into buying up the properties around the ball field.

Town Manager Sugerman stated "no".

Commissioner Longtin asked that Town Manager Sugerman add it to his list because she wants to quiz him some day.

Attorney Baird stated that he has spoken with Town Manager Sugerman about the properties. He stated that the El Campo properties are in foreclosure, which is one of the properties surrounding the ball field, and is up for judicial sale because the property has been foreclosed. He explained that they are vacant lots and has been in foreclosure for five (5) years and he will get in touch with the attorney to see what the process is for the bank giving or selling that property to the Town.

Commissioner Longtin stated that the Artists of Palm Beach County has some good programs and hopes they lower their age restrictions. She stated that she was told that one of the programs had an age restriction, and of course there will be an age restriction but, sixteen (16) is kind of old and hopefully they can do something for the younger kids. She thanked Mr. Rapoza for all of his work that he does for the Town and encouraged residents to volunteer with the COP program. She thanked the poll workers who will be working the election and commented that it is a long day.

Commissioner Stevens stated that he is in favor of weekly Sunset Celebrations at the Marina from at least October to March when there is good weather. He understands there are overtime and funding issues but, if it was done on a weekly basis he thinks there would be a better turn out. He stated that the Artist of Palm Beach grand opening is on Friday, January 25, 2013 and a free poetry class on January 19, 2013. He asked for a status on the dog park.

Town Manager Sugerman stated that it has been difficult to get sponsors to support a dog park. He stated that the response that he has received is that the decision cannot be made locally and that it has to be done at Corporate Headquarters and that Corporate did not want to entertain any discussion during the holidays. He talked to the local Petsmart Office twice this week trying to get back in touch with the Manager who is on night duty and at this point he does not have any further updates.

Mayor DuBois asked if Commission intervention on the part of Commissioner Stevens would be helpful.

Commissioner Stevens stated that he called Petsmart and Pet Supply Plus and had similar experiences with corporate initially when he had suggested their involvement but, he has full faith in Town Manager Sugerman's ability to take a hands on approach.

Town Manager Sugerman stated that he will keep working on it.

Commissioner Stevens asked for an update on the fireworks.

Town Manager Sugerman stated that he had a meeting with a second vendor who is very excited about giving the Town a proposal and the proposal with three alternatives has been promised within the next few weeks.

Commissioner Stevens stated that he is in favor of knocking down the Marina wall and he know the Marina Task Force will be making recommendations regarding that on January 17, 2013 but, he thinks that it should be done. He requested a status update on the Charter School.

Town Manager Sugerman stated that the Charter School does not own the property where the trailers are located and part of the deal was that they needed to get funding to build phase 2 on the property and part of the fund would be to acquire the property. They have lost all their funding and are working on getting replacement funding. In the meantime there are trailers on the site which are in violation of the Town Code and a warning notice was given to the property owner on December 13, 2012 and they were given fourteen (14) days to move the trailers but the trailers were not moved. A re-inspection was done December 28, 2012 and the trailers were still on the property and a notice of violation was issued with fourteen (14) days to remove the trailers and the trailers are currently there. He stated that on Monday, January 14, 2013 a notice to appear before the Special Magistrate was issued for February 7, 2013.

Commissioner Hockman stated that the Sunset Celebration is on Friday, January 25, 2013. He stated that he has been to a couple of meeting and that he would like to slow down on pushing the Tri-Rail Station for the Town. He stated that one of the main reasons is because it would cost the Town \$500,000 if a Tri-Rail Station goes in the Town and he cannot just automatically tell the residents "sorry we are going to put a Tri-Rail Station in because we have vacant land". He stated that if Riveria Beach wants to do it then let them but the Town needs to slow down on pushing to get a Tri-Rail Station in the Town right away because the Town cannot afford it.

Mayor DuBois stated that he will continue to seek and gather as much information as he can about a Tri-Rail Station and until it gets to be a decision where the Town actually has to put up some money and when that time comes that Commission will make that decision. In the meantime, he does not want the Town left out of the equation when that cost does nothing to be included in the discussion. He is not going to get passed over for it because at some point the Commission may decide that it does want a Tri-Rail Station. He would like to be at that table to be able to say yes or no and that is his prerogative. He

has been working on this for many years and as long as he does not spend any money on this issue that he will continue to work on it. He stated that he has spoken with many residents on this issue and many of them are very supportive of having a rail station.

Commissioner Hockman asked if the residents are aware of what it would cost the Town on a yearly basis.

Mayor DuBois stated that he does not think that anyone knows at this point because no proposal has been brought up for the Town to decide upon.

Commissioner Hockman stated that Tri-Rail has stated that minimum payment is \$350,000 a year.

Mayor DuBois stated that is one set of figures and if Commissioner Hockman does not want a station a figure of a million dollars could be thrown out and scare as many people as possible. He stated that "is your prerogative" and that he does not have a price tag on what it would cost at this point. He stated that he is not going to stop attending meetings or collecting data.

Commissioner Hockman he stated that Mayor DuBois is pushing what he wants and suggested letting the people vote on it and put it on the ballot.

Mayor DuBois stated that it will get to that point at some point or it will not.

Vice-Mayor Rumsey stated that the Pirate Fest is on February 2, 2013 and asked what happened with that event.

Town Manager Sugerman stated that staff has had several meeting with the owners of the Pirates Well in November. He stated that there has been weekly communication with the owner of Pirates Well advising that a special events permit, a parade permit, pay deposits and get rental agreements for the use of Town facilities has not been done at this time. Staff has left messages as recently as January 15, 2013 and have not received a return phone call. He believes that if the special event permit application is not received by Friday, January 18, 2013 the event would be barred from occurring.

Vice-Mayor Rumsey asked if that information has been provided to the owners of the Pirates Well.

Town Manager Sugerman stated "yes".

Vice-Mayor Rumsey stated that it does not sound like the event is going to happen but, wanted to get an update.

Town Manager Sugerman stated that staff has been trying to do everything to cooperate and work with them including staff going to the Pirate's Well to deliver documents and go over those documents and nothing has been submitted.

Mayor DuBois stated that he attended a Rally on New Year's Day with Mayor Masters of Riveria Beach and was surprised to learn what his position on several items from the Palm Beach Post article about the Rally. He stated that he was never interviewed by the Palm Beach Post or any other news media regarding metal detectors in schools or school security and he knows that this Commission has never taken a position on it. He stated that he does not have a personal position on it and wanted to clarify how the news reported or characterized Lake Park's position on the subject. He apologized if the reporting by the Palm Beach Post has lead people to conclusions that are erroneous. He encouraged people to go to the Town of Jupiter, Town of Palm Beach Gardens, Treasure Coast Regional Planning Council, and Metropolitan Planning Organization websites to find additional information regarding train stations and transit oriented development and make a determination for oneself.

Commissioner Longtin stated that Town Hall will be closed Monday, January 21, 2013 in observance of Martin Luther King, Jr. Day.

Commissioner Hockman asked if the signage and rental fees are being waived for the Pirate Fest.

Town Manager Sugerman stated that an application for the event has not been received to make a determination but, in the preliminary meeting they were told that the Town would not be waiving the fees.

Commissioner Stevens stated that there is no information on the Pirate Well website regarding a parade.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Stevens, and by unanimous vote, the meeting adjourned at 10:02 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. *Tab 2*

Agenda Title: Presentation to the Town of Lake Park of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association by Darlene Malaney, Director of Financial Services, of the Palm Beach County Clerk and Comptroller's Office.

- | | | | |
|-------------------------------------|---------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ___ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *DSS* Date: 1/2/13

Dale S. Sugerman/ Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: + Certificate of Achievement. + Award of Financial Reporting Achievement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>DSS</i></u> Please Initial one.

Summary Explanation/Background:

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Town of Lake Park by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR) for the year ended September 30, 2011. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Ms. Darlene Malaney, Director of Financial Services for the Palm Beach County Clerk and Comptroller's Office will be in attendance at the meeting to make the presentation of the Certificate of Achievement to the Town on behalf of the GFOA.

Greetings to Mayor James DuBois, Town Counsel Baird, Commissioners: Steve Hockman, Jeanine Longtin, Kendal R. Rumsey, and Tim Stevens.

Introduction-Palm Beach Yachting (Handout) and my resume...comments on these economic times.

Concerns:

1. I want to thank Town Counsel Baird and Town Manager Dale Sugerman for the meeting yesterday wherein I communicated Issues of Billing and accounting..example late fees should be 5% maximum and they vary from \$8.15 per month to \$1,415.43 worst example was a month when the boat dockage fee was \$1,417 (should be 1,309), interest which should be 1.5% per month \$19.64 and it was \$424.63 and late fee should be \$65.45 and it was \$1,415.43, an error of \$1,754.97 in one month of charges...we believe this accounting error will be corrected but I wanted to bring it to the Commissions attention. I believe there are errors on billing which approximate \$15,000.00
2. Safety/ Security. Both the 43' sailboat we have and the 77' yacht YaBaby where broken into and robbed in June of 2012 and October of 2012 respectively...issue of marina security cameras and guard training as recommended by Sheriffs deputies. Our loss on sailboat was about \$1,000.00 the loss on YaBaby was over \$10,000. While we have insurance we have no coverage for these losses. I have made no claims against Lake Park for breach of security or negligence.
3. For several weeks YaBaby was wrongfully cabled by the Marina Manager and since the meeting yesterday attorney Baird has directed that the boat be uncabled (which has been done today) and I have agreed not to take the boat away and hide it...but there were weeks of deprivation of use. Including lost charter revenue. I have not pursued a Federal Admiralty action against Lake Park, nor against the Marina Manager, personally, for civil or criminal conversion or for violation of the Federal Admiralty Laws. YaBaby is a US Documented vessel.
4. I am offering, through the meeting yesterday, and appearing here tonight, to pay my bills by giving Lake Park a first mortgage on my property at 183 East 24th Street in Riviera Beach which has been reduced from \$132,000.00 to \$89,900.00 for quick sale and to give a writing that the proceeds of the sale will be used to satisfy all obligations between Lake Park and Palm Beach Yachting for the vessels' dockage. I feel that Town Manager Sugerman is very astute and I feel that he and I will be able to work out an accurate and fair bill within a few days, the entire amount of which will be recorded in a real estate mortgage and I will begin payments on the dockage bill. This will give Lake Park a guarantee of payment and we will be able to get these difficulties behind us and move forward in a positive direction.

Thank you.

BG Sykes



PALM BEACH YACHTING

PALM BEACH YACHTING OFFERS THE BEST IN CHARTERS, SALES AND SERVICES



Photo courtesy of esylesphotography.com



LICENSED & BONDED
YACHT BROKERS

POWER & SAIL

BUYING & SELLING
YACHTS SINCE 1980



☑ Huge assortment of vessels
to choose from.

☑ Visit our website for full inventory,
featured yacht charters, and to request
a rate quote.

☑ Tremendous selection of all size
vessels from small custom yachts,
center consoles and custom sport
fishermen to large private yachts
over 250' that can accommodate
from 1 to 450 guests including US
Coast Guard inspected vessels.



Professionals dedicated to repairing & upgrading your vessel.

No charge on travel time for service calls within 5 miles.

*Servicing Florida, the Bahamas & the Caribbean with high quality,
affordable & accountable marine services.*

High quality, affordable and accountable marine services.



FACTORY CERTIFIED IN

Caterpillar • Cummins • Detroit diesel
Fischer Panda • MAN • MTU • Onan • Westerbeke

MECHANICAL

Mechanical repairs on diesel and gas
engines and generators. Stocking parts for all of the above.



ELECTRICAL

Installation and service of electrical parts, pumps, motors & full inventory of supplies.

HULL REPAIR

Steel and aluminum: Plasma cutting and welding of steel & aluminum. We have a complete shop
and mobile welding capabilities with cabling to reach vessels up to 150 ft. from our truck and trailers.

Fiberglass and composite: Specialists in vinyl ester and polyester resins,
vacuum bagging and composite construction techniques.

PAINT

Awlgrip, Imron, Sterling and others.

DETAILING

Full hull cleaning: Daily, weekly, monthly or yearly cleaning plans available.

B.G. SYKES
President/CEO
bg@pbyacht.com

561.842.0800 OFFICE
561.844.3939 FAX

pbyacht.com

Locations in North Palm Beach
& Riviera Beach, Florida

B.G. SYKES, JD, MBA

333 East 24th Street, West Palm Beach, FL 33404
bg@pbyacht.com P h o n e 508.241.9955

SENIOR EXECUTIVE / CORPORATE COUNSEL

Corporate Law / Global Partnerships / Project Leadership

Marine & Aviation Industries / High-Growth and Established Businesses / Diverse Products and Services

Seasoned executive with outstanding strategic vision. Intuitive leader with acute business acumen and entrepreneurial skills achieving rapid and sustained business growth, outstanding market penetration, and positive public image. Highly effective in driving profitability through development of relationships with key decision makers, implementing effective business models and sales / marketing strategies, and building strong management teams. Strong communication skills, relating effectively with partners, clients, and personnel at all levels.

Core Competencies:

- Strategic Planning & Implementation
 - Start-up Management
 - Acquisitions & Operations Integration
 - Contract Development / Negotiations
 - Budget Administration
 - Internal Systems & Controls
 - P&L Accountability
 - Human Resources Leadership
 - Revenue & Profit Optimization
 - Team Building and Leadership
-

PROFESSIONAL EXPERIENCE

PALM BEACH YACHTING, INC. – North Palm Beach, FL

CEO and In-House counsel (2005 to Present)

Oversee all facets of this marine holding company comprised of private yacht charter, yacht sales, and marine service companies.

Full responsibility for bottom-line factors, including company vision, long-range strategic planning, and financial accountability. Develop business models and plan / implement strategic and tactical business plans. Collaborate with customer representatives and handle escalated issues. Build strong management teams through training and mentoring. Manage human resources recruiting, compliance, and benefit administration. Oversee risk management including acquisition of liability insurance; maintain up-to-date knowledge of safety and employment regulations, manage credit approvals, and manage relationships with financial institutions. Handle all financial transactions and perform cash flow forecasting and revenue tracking. Plan and implement accounting systems to ensure accuracy and transparency. Oversee all legal proceedings and maintain loan and closing documentation. Establish business relationships throughout the southeast U.S., Bahamas, Caribbean and China. This Holding company owns: Palm Beach Yacht Charters, Inc., Palm Beach Yacht Sales, Inc., Palm Beach Yacht Services, Inc. and SPIRIT Cruises of Florida, Inc.

Selected Accomplishments:

- ◆ Spearheaded acquisition of nine companies in five years, driving profitability and revenue potential.
- ◆ Successful implementation of an Investment Exit Strategy after establishing profitable histories.

FLORIDA DOCK & DREDGE – North Palm Beach, FL

President (2005 to 2008)

Established and currently oversee this marine construction business serving municipalities and businesses throughout Florida, Bahamas, and Caribbean. Supervise experienced construction teams in large-scale projects, with responsibility for acquisition of permits, budgeting and scheduling, tracking, and client relationship management. Maintain full responsibility for use of barges, excavators, and high torque machinery.

Selected Accomplishments:

...continued...

- ◆ Completed numerous projects, including construction of 220-slip marina, on time and within budget.
- ◆ Maintained zero injuries through diligent attention to safety regulations and procedures.

CORNER REALTY TRUST – Harwichport, MA

Attorney / General Counsel (1992 to Present)

Identify opportunities and negotiate / administer real estate purchases for this privately held real estate investment trust. Perform financial analysis including CAP rate analysis and cost estimation for property repairs and improvements. Submit RFPs and select contractors for complex construction and maintenance projects. Recruit, train, and supervise accounting and administrative staff to ensure accurate record-keeping and accounting performance.

Selected Accomplishments:

- ◆ Grew REIT from zero to substantial income, successfully eliminating all corporate debt.
- ◆ Effectively secured permits required for conversion of warehouse spaces to commercial condominiums.

AVLAMAR – Hyannis, MA / Ft. Lauderdale, FL

President (2000 to 2002)

Developed this aviation, land, and marine transportation holding company from the ground up. Consisting of approximately 55 employees performing aviation repairs, ground transportation and marine repair services together with owning the largest Fixed Base Operator (FBO) on Cape Cod and running Air New England for air charters.

Selected Accomplishment:

- ◆ Led company to distinction as largest single aviation gas distributor in Massachusetts, selling \$80K+ per week in aviation fuel.

SYKES & SYKES ATTORNEYS, P.A. – Harwichport, MA

Attorney (1989 to Present)

Provided legal counsel in real estate transactions, business workouts, international investment, and business management for clients in aviation, electronic and marine industries.

Selected Accomplishments:

- ◆ Dealing with banks, finance companies, secondary financial markets and governmental compliance on the local state and federal levels.
- ◆ Substantial experience dealing with review boards and permitting agencies for commercial and investment real estate.

** *** **

...continued...

EDUCATION AND CREDENTIALS

Juris Doctorate (J.D.), 1988
BOSTON COLLEGE LAW SCHOOL – Boston, MA
Master of Business Administration (M.B.A.), 1988
BOSTON COLLEGE GRADUATE SCHOOL OF MANAGEMENT – Boston, MA
Bachelor of Arts (B.A.) with Honors, 1981 DARTMOUTH COLLEGE – Hanover, NH
Brooks School, North Andover, MA 1977 Magna Cum Laude, Senior Prefect (School President)
Received HEADMASTER'S PRIZE

Training includes:

FAA Private Pilot's License (1980 to Present)
100 Ton Ocean Operator License (1979 to Present)
(presently approved for 500 Ton License with Advanced Fire Fighting, Advanced First Aid/CPR,
Sail, Commercial Towing, Unlimited Lifeboatman, Able Seaman- Any Waters, STCW '95, Wiper (Mechanic) and
Radar (Unlimited) endorsements)
Over 15 Marine Mechanical Certifications for Diesel Repair
Professional Association of Diving Instructors-**PADI Instructor Certification 1978-1988 (Over a**
10 year period taught over 1500 students to use SCUBA and held nine specialty ratings)

PROFESSIONAL AFFILIATIONS

MASSACHUSETTS BAR ASSOCIATION (1989 TO PRESENT)
Board Member of Waterways Advisory Board, City of Riviera Beach, Florida (2005 to 2010)
U.S. Federal Courts (1990 to Present)
U.S. Tax Court (1990 to Present)
Seaplane Pilots Association (1980 to Present)
Aircraft Owners and Pilots Association (1980 to Present)
Counsel /Panel Attorney for Aircraft Owners & Pilots Association 2008 to Present
Board Member/Director of Lagoon Keepers.org, a 501(c) (3) corporation dedicated to removal of debris
and water hazards from near shore and intracoastal waters of Palm County, FL.(2005 to Present)

Personal: Happily married to Catherine Sykes, and have two daughters ages 18 and 21



Town of Lake Park Town Commission

Exhibit "C"

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. Tab 7

AGENDA TITLE: Text amendment to Section 9-42 of the Town of Lake Park Code of Ordinances to reflect the recent changes in §162.12, Florida Statute which (1) Eliminated the requirement that certified mail notices for code enforcement violations and hearings be sent with return receipt; (2) Clarified that for property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation; and (3) Provided for an alternative whereby all certified mail notices may also be sent to another address provided by the property owner in writing instead of to the address listed by the tax collector.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action, Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 1/7/13

Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Community Development), Costs/Funding Source, Attachments (Ordinance 01-2013, Florida Statute 162.12, League of Cities email), Advertised (N/A for 1st Reading), and notification status (Yes/No).

Summary Explanation/Background:

The Town Attorney informed Staff that during the 2012 Legislative Session, the Florida Legislature amended §162.12, Florida Statute. These amendments include: (1) all certified mail must be sent to the address listed in the tax collector's office for tax notices, OR to another address provided by the property owner in writing; (2) for property owned by a corporation, notices may be provided by certified mail to the registered agent of the Corporation; and (3) eliminating the requirement for notices to be sent with a return receipt request.

Recommended Motion: Approval of Ordinance 01-2013 on first reading.



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. Tab 8

Agenda Title: Establishment of a Priority List for use of CDBG Funds

- | | |
|--|--|
| <input type="checkbox"/> CONSENT AGENDA | <input checked="" type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ___ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager  Date: 1/8/13

Dale S. Sugerman/Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: None
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ Please Initial one.

Summary Explanation/Background:

The Town has been advised that it is eligible for \$37,294.00 in CDBG funds for FY 2013. To that end, the Town Commission will have to make a final determination as to which grant eligible project you would like to have the funds applied to. Suggestions offered by members of the Town Commission to date include:

- Work on the Marina parking lot.
- Creating a parking lot on the west end of the Community Garden.
- Creating a train station vehicle parking lane.
- Adding sod to the property near the proposed railroad station.
- Creating a dog park (possibly in conjunction with the Community Garden).
- Demolishing the wall at the Marina parking lot and adding lighting.

The senior staff will also be working on creating a list of grant eligible projects and, although they have not completed their list of items as of the writing of this Agenda Request Form, I plan to pass out at the Town Commission meeting the staff's list of recommended grant eligible projects.

Recommended Motion: I move to adopt the following priority list for the use of \$37,294.00 in grant eligible CDBG funds during calendar year 2013:

- First priority:
- Second priority:
- Third priority:
- Forth priority:

Exhibit "E"

STAFF GENERATED IDEAS FOR USE OF
2013 CDBG FUNDS

- ◆ Bostrom pump control design and installation. \$ 7,600.00
- ◆ Repairs to tennis courts. 26,000.00
- ◆ Refurbishment of Bert Bostrom playground.
- ◆ Assistance with signage. There are numerous pole signs that will become non-conforming in 2014 and a window signage project underway whereby some assistance can be provided to property owners to bring the existing non-conforming signage in Town into compliance.
- ◆ Street signs. Our street signs, especially those on white concrete posts, are in need of serious repair/rebuild.
- ◆ Sidewalks throughout the Town (*minus individual cases that are a result of the property owner's actions*) could benefit from pressure cleaning and repair as well.
- ◆ Demolition and possible reconstruction of the old storage building in Kelsey Park.
- ◆ Assistance to Park Avenue building owners for the roof cleaning/painting and possible improvements to their rooflines by adding architectural elements.
- ◆ Street lighting improvements throughout the Town (based upon the previous town-wide lighting study completed).
- ◆ Afterschool program for the Library.
- ◆ Roadway lighting for Silver Beach *West*. This was discussed at a meeting with the County back in August whereby the County stated they would improve the road but will not provide lighting.
- ◆ Pressure cleaning and painting of residential structures and an overall maintenance and beautification initiative of the Town.
- ◆ Use a portion of the funds towards an attractive monument sign located at the road or close, such as the small area in front of the library where three small palms are located. Such signage with backlit lighting would be sign some way down the road and would from US 1 give location/point to Town Hall, the Library & "Downtown Park Ave". \$10,000 - \$20,000
- ◆ Electronic marquee in front of Town Hall with constant upcoming events.
- ◆ Assistance to property owners to bring their swale plantings into compliance. This can be *safety and maintenance* initiated. "Safety" in order to provide better visibility, and "maintenance" in order to maintain the Town's swale areas in a neat and orderly fashion. Over the years, several individuals have placed unpermitted plantings in their swales that do not meet our current code standards.



Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. Tab 9

Agenda Title: Accepting a Proposal from J.E.S. Production and Design for the Coordination of a Park Avenue Green Market

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on Reading, Other.

Approved by Town Manager [Signature] Date: 1/2/13

Dale S. Sugerman/ Town Manager Name/Title

Table with 2 columns and 2 rows containing details about the originating department, costs, attachments, advertising, and notification status.

Summary Explanation/Background:

The Town Commission has asked that additional event coordination take place within the community to both promote the Town of Lake Park and to bring additional visitors to town to increase the amount of potential business for local merchants. To that end, Jennifer Spicer of J.E.S. Production & Design has forwarded to the Town a proposal to plan and coordinate a Green Market on Park Avenue. A copy of the proposal is attached.

The event will be a Green Market which will take place every Saturday from 5:00 pm until 9:00 pm starting with the first Saturday in February. The Green Market will include booths for vendors with vegetables, food, and arts & crafts. Ms. Spicer will be responsible for all costs associated with the staging of the event. The Town will be responsible for helping to promote the event via our various means and methods of electronic communication. The Town is also being asked to waive any fees associated with the placement of banners, along with assistance from the Public Works Department in the hanging of the banners. Should the Town determine that security services are needed (beyond the typical amount of PBSO and private security available in Town on a Saturday evening) the event coordinator is asking that the Town provide that coverage.

Recommended Motion: I move to accept the proposal for a Park Avenue Green Market as submitted by J.E.S. Production and Design on December 21, 2012.



Exhibit "G"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. Tab 10

Agenda Title: Accepting a Proposal from J.E.S. Production and Design for the Coordination of the 2013 Lake Park Seafood Festival

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action, Resolution, Ordinance on Reading, Other.

Approved by Town Manager [Signature] Date: 1/3/13

Dale S. Sugerman/ Town Manager Name/Title

Table with 3 columns: Originating Department (Town Manager), Costs (\$0.00), Attachments (Proposal from J.E.S.), Advertised (Not Required), Notification (All parties notified), and Initials (D&D).

Summary Explanation/Background:

The Town Commission was apparently very pleased with the outcome of the 2012 Lake Park Seafood Festival. The event was considered a great success. Believe it or not, it is time to start the planning for the 2013 Seafood Festival. To that end, Jennifer Spicer of J.E.S. Production & Design has forwarded to the Town a proposal to plan and coordinate the 2013 Lake Park Seafood Festival. A copy of the proposal is attached.

What is being proposed is very similar in nature to the 2012 Seafood Festival; however Ms. Spicer is suggesting that it be a two-day event, rather than just the one day. She plans to coordinate it for Saturday, November 9th from 11:00 am until 7:00 pm and on Sunday, November 10th from 10:00 am until 6:00 pm. Ms. Spicer will be responsible for all costs associated with the staging of the event. The Town will be responsible for helping to promote the event via our various means and methods of electronic communication. The Town is also being asked to waive any fees associated with the placement of banners, along with assistance from the Public Works Department in the hanging of the banners. Should the Town determine that security services are needed (beyond the typical amount of PBSO and private security available in Town over a weekend in November) the event coordinator is asking that the Town provide that coverage.

Recommended Motion: I move to accept the proposal for the 2013 Lake Park Seafood Festival as submitted by J.E.S. Production and Design on December 21, 2012.



Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. *Tab 11*

Agenda Title: Review of the Town Manager Six-Month Performance Evaluation for the Evaluation Period of June 29, 2012 to December 29, 2012

- | | | | |
|--------------------------|---------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ___ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *DSS* Date: *1/7/13*
Dorinda McElhonor-Sugerman, HUMAN RESOURCES DIRECTOR
 Name/Title

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copies of Two Completed Evaluation Forms
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> Please Initial one.

Summary Explanation/Background:

Pursuant to Section 7 of the June 29, 2012 Employment Agreement between the Town of Lake Park and Town Manager Dale Sugerman, an initial performance review is required to take place six months from the effective date of the Agreement. Attached are copies of all of the completed evaluation forms for the period of June 29, 2012 to December 29, 2012 which have been received from the Commission as of the submittal of this agenda item for the January 16, 2013 Commission meeting.



Exhibit "I"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2013

Agenda Item No. *Tab 12*

Agenda Title: Establishment of Goals and Objectives for the Town Manager

- | | | | |
|--------------------------|---------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ____ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *[Signature]* **Date:** 1/3/13

Dale S. Sugerman/ Town Manager
Name/Title

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Memorandum of October 17, 2012 requesting a goals and objectives session. Memorandum of October 26, 2012 with an initial suggested list of goals and objectives.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[Signature]</i> Please initial one.

Summary Explanation/Background:

Under the terms of the Employment Agreement between the Town and the town manager, there is an obligation for the Commission and the manager to set goals and objectives within 120 days of the initial employment. It was determined by the Commission in October to move the date of the setting of the goals and the objectives to a Commission meeting during the month of January in 2013. This item is being placed on the agenda so that the Commission and the manager may mutually adopt and establish a relative priority among mutually agreed goals and performance objectives.

Exhibit "J"

MEMORANDUM

TO: Honorable Mayor and Members of the Town Commission
FROM: Dale S. Sugerman, Town Manager
DATE: October 26, 2012
SUBJECT: Goals and Objectives for January Commission Meeting

At the October 17, 2012 Commission meeting, I was asked to develop a list of goals and objectives which the Commission could critique and then make a final decision on where I should be concentrating my efforts as Town Manager. To help move this process along as soon as possible, I thought that I would begin to share my list with you now. It is broken down into 5 major categories with activities outlined within each. They are:

Organizational Development

- Updating or creating a Vision, Mission, and Values for the organization.
- Establishing survey mechanism and measurements for determining the effectiveness of our organizational performance.
- Re-writing and scheduling training for emergency preparedness.
 - Establishing a formal EOC at Fire Station #68.
 - Creating an off-site IT back-up at Fire Station #68.

Staff Development

- Providing leadership development and training for individuals.
- Building a "team" amongst the members of the senior staff.
- Building teams within each operating department.
- Development of a team-based cost-saving incentive program.
- Elimination of the Employee of the Year program.

Community Activities

- Enhancing the code compliance efforts.
 - Working on cleanup of business window signage.
- Increasing recreational programming.
- Providing more CRA and business community outreach.
- Establishing a mixed-use overlay along the Federal Highway corridor.

Financial

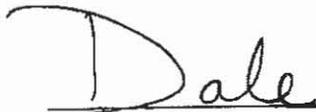
- Increasing revenues.
 - Looking at current streams of revenue to ensure adequacy for supporting municipal services (i.e. franchise fees)
- Reducing expenses
 - Constantly looking for ways to reduce costs.
- Refinancing long-term debt.
- Facilitate the forgiveness of the Marina debt to the General Fund.
- Analysis of ad valorem revenues from commercial property.

Major Projects

- Police services contract options.
- Lake Shore Drive drainage improvements.
- Industrial area sanitary sewers.
- Marina projects:
 - Usage of the marina and increase in revenues.
 - Repair of the existing walkways.
 - Major construction repairs.

Of course, this is just a start of the many goals and objectives that need to be accomplished. I am sure that each of you has many things that you would like to add to my list. Your input and comments are welcomed.

Respectfully submitted,



Dale S. Sugerman, Ph.D.
Town Manager

**Ordinance
on
Second
Reading**

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 3

AGENDA TITLE: Text amendment to Section 9-42 of the Town of Lake Park Code of Ordinances to reflect the recent changes in §162.12, Florida Statute which (1) Eliminated the requirement that certified mail notices for code enforcement violations and hearings be sent with return receipt; (2) Clarified that for property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation; and (3) Provided for an alternative whereby all certified mail notices may also be sent to another address provided by the property owner in writing instead of to the address listed by the tax collector.

- [] CONSENT AGENDA
[] PRESENTATION/PROCLAMATION
[X] PUBLIC HEARING
[] BID/RFP AWARD
[] DISCUSSION/POSSIBLE ACTION
[] RESOLUTION
[X] ORDINANCE ON 2nd READING
[] OTHER:

Approved by Town Manager [Signature] Date: 1/25/13

Nadia Di Tommaso / Community Development Director Name/Title [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$172.00), Attachments (Ordinance 01-2013, Florida State Statute 162.12, etc.), Advertised (Date: 01-27-2013), and notification status.

Summary Explanation/Background: The Town Attorney informed Staff that during the 2012 Legislative Session, the Florida Legislature amended §162.12, Florida Statute. These amendments include: (1) all certified mail must be sent to the address listed in the tax collector's office for tax notices, OR to another address provided by the property owner in writing; (2) for property owned by a corporation, notices may be provided by certified mail to the registered agent of the Corporation; and (3) eliminating the requirement for notices to be sent with a return receipt request. Recommended Motion: ADOPTION.

ORDINANCE NO. 01-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-42 OF THE TOWN CODE, ENTITLED "NOTICES" PERTAINING TO NOTICES FOR CODE ENFORCEMENT VIOLATIONS; 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 the Town's Code Enforcement procedures which have been codified in Chapter 9 of the Town's Code of Ordinances; and

WHEREAS, the Town Staff has recommended to the Town Commission that Chapter 9, Article II, Section 9-42 of the Code of Ordinances be amended to comply with a change in Florida Statute §162.12 pertaining to the elimination of the return receipt requirement for code enforcement notices by certified mail; and

WHEREAS, Town Staff has also recommended an amendment to Section 9-42 to provide for notices for Code Enforcement violations and/or hearings by corporations by serving the registered agent of the corporation; and

WHEREAS, Town Staff has also recommended an amendment to Section 9-42 to provide for the property owner to submit an alternate mailing address in writing to the Town for certified mail notices for Code Enforcement violations and hearings; and

WHEREAS, the Town Commission has reviewed the recommendations of Town Staff, and has determined that amending Section 9-42 of Article II, Chapter 9 of the Town's Code of Ordinances is necessary to further the public's health, safety and 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 and as the findings of the Town Commission.

Section 2. Chapter 9, Article II, Section 9-42 of the Town Code is hereby amended to read as follows:

Sec. 9-42. - Notices.

- (a) All notices required by this article shall be provided to the alleged violator by:
- (1) Certified mail, ~~return receipt requested,~~ provided if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, ~~and or~~ at any other address provided to the town by the property owner in writing for the purpose of receiving notices by such owner and if returned as unclaimed or refused, notice may be provided by posting as described in subsections (b)(1) and (2) of this section, and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing; For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation.
 - (2) Hand delivery by a law enforcement officer, code compliance officer or other person designated by the town;
 - (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age, and informing such person of the contents of the notice; or
 - (4) In case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a)(1) of this section, at the option of the ~~code compliance board~~ Special Magistrate, notice may also be served by publication or posting as follows:
- (1) Publication. Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are

prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as in F.S. §§ 50.041 and 50.051.

(2) Posting. In lieu of publication as described in subsection (b)(1) of this section, such notice may be posted for at least ten days prior to the hearing or prior to the expiration of any deadline contained in the notice in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the town hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail, as required under subsection (a) of this section.

(d) Evidence that an attempt has been made to hand deliver or mail notice as provided under subsection (a) of this section, together with proof of publication or posting as provided in subsection (b) of this section, ~~it~~ shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

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.

Select Year: 2012

The 2012 Florida Statutes

Title XI
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

Chapter 162
COUNTY OR MUNICIPAL CODE
ENFORCEMENT

View Entire
Chapter

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail to the address listed in the tax collector's office for tax notices, or to any other address provided by the property owner in writing to the local government for the purpose of receiving notices. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the date of mailing, notice may be provided by posting as described in subparagraphs (2) (b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board, notice may also be served by publication or posting, as follows:

(a)1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show

Nadia DiTommaso

From: Richard Radcliffe C. [RRadcliffe@pbcgov.org]
Sent: Wednesday, December 19, 2012 3:40 PM
To: Nadia DiTommaso
Cc: Dale Sugerman; Jerise Hansen
Subject: FW: Noticing Requirements per FSS 166.012

Nadia,

As per our discussion I'm sending you the Senate Bill number and statute about the change in code enforcement notification for special magistrate or code enforcement boards. SB 704 in 2012 amended 162.12. FS. to remove the "return receipt" requirement only. The bill passed and is Chapter 2012-13, Laws of Fla. Notices still must be sent certified mail.

If I can help in any way please don't hesitate to contact me.

Richard

Richard C. Radcliffe
Executive Director
rradcliffe@pbcgov.org
The Palm Beach County League of Cities, Inc.
P.O. Box 1989, Governmental Center
West Palm Beach, Florida 33402
Tel. 561-355-4484; Fax 355-6545
www.leagueofcities.org

Ordinance
on
First
Reading

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 4

AGENDA TITLE: Amending the Future Land Use Map Designation for parcels within the Palm Beach County Scrub Area.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 1/25/13

Nadia Di Tommaso / Community Development Director Name/Title [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Staff Report, Ordinance 02-2013), Advertised (N/A for 1st Reading), and notification details.

Summary Explanation/Background:

See Staff Report.

Recommended Motion: Approval of Ordinance 02-2013 on first reading.

Town of Lake Park
Community Development Department



Meeting Date: *February 6, 2013*

To: **TOWN COMMISSION**

Re: **Small-Scale Land Use Map
Amendments for Palm Beach
County Scrub Area**

Applicant: **Town of Lake Park**

Legal Description:

Property Control Numbers (PCNs): 36434220000007440
36434220000007460
36434220000005130
36434220000005150

Re: **Small-Scale Land Use Map Amendments for Palm Beach County
Scrub Area**

Figure A: Palm Beach County's Scrub Area Boundaries Map



Palm Beach County (PBC) has requested that the boundaries for the PBC Scrub Area in the Town of Lake Park be redefined on the Town's Future Land Use Map (FLUM) to match the County's Scrub Area Boundary Map (Figure A above). Based on Palm Beach County's review of the Town's 2008 amendments to the Town's Comprehensive Plan, PBC staff identified some inaccuracies pertaining to the identified boundaries of the PBC Scrub Area properties purchased

for preservation. Upon further investigation, Town Staff determined that although the Town's intent in 2008 was to properly identify those properties set aside for preservation in the FLUM, the current FLUM presents some inaccuracies. Currently, the Town's FLUM shows 5 parcels within the Scrub Area as shown in *Figure B* below. One (1) parcel is incorrectly identified and needs to be removed (PCN: 36-43-42-20-00-000-7470). Two (2) parcels need to be added (PCN: 36-43-42-20-00-000-7460 and 36-43-42-20-00-000-5150). A third parcel which is correctly identified by number (PCN: 36-43-42-20-00-000-7440) does not include its noncontiguous counterpart. These changes are illustrated in *Figure C* on the following page. The Town is requesting that two parcels be added, one deleted, and one altered to include its noncontiguous counterpart.

Figure B: Palm Beach County's Scrub Area Boundaries in Lake Park's existing FLUM



(The map shown above represents the County's Scrub Area as it is shown on the Town's approved Future Land Use Map.)

Figure C: Proposed PBC Scrub Area Boundaries



(The map shown above represents the proposed Scrub Area Boundary Map with indications of which parcels need to be added and removed. Areas to be removed are circled in orange; areas to be added are circled in blue.)

The parcel identified by PBC for removal, has PCN # 36-43-42-20-00-000-7470 (as seen in Figure C), and has an existing future land use designation of “Conservation”. This property abuts other Town-owned parcels and is owned by the Town of Lake Park. The proposed future land use designation for this parcel is “Public Buildings and Grounds”.

The three additional areas illustrated in blue in Exhibit C above have an existing future land use designation of *Commercial and Light Industrial*. Staff is proposing that these be amended to reflect the *Conservation* land use designation. These parcels include PCN #'s 36-43-42-20-00-000-7460 and 36-43-42-20-00-000-5150 in their entirety, and the northern region of Parcel Number 36-43-42-20-00-000-7440. These changes will render the parcels consistent with the Scrub Area boundaries as reviewed by PBC. The total proposed square footage of all parcels within the Conservation land use designation will be 54.93 acres.

According to the Future Land Use Element in the Town's Comprehensive Plan, areas designated as "Conservation" are:

"Areas of passive outdoor recreational uses such as wildlife sanctuaries and feeding stations, nature centers and trails, outdoor research stations, walkways, and greenways," (Lake Park Comprehensive Plan, Sec. 3.4.3, p. 3.59)

These parcels are being used to conserve natural areas and therefore should be classified as "Conservation" land rather than "Commercial and Light Industrial". Conversely, parcel control number 36-43-42-20-00-000-7440 is owned by the Town of Lake Park and should reflect a Public Buildings and Grounds land use designation which the Town's Comprehensive Plan defines as:

"Lands and structures that are owned, leased, or operated by a government entity such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment, with a maximum F.A.R. of 3.0. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held by publicly regulated utility..."
(Lake Park Comprehensive Plan, Sec. 3.4.3, p. 3.59)

LOCAL PLANNING AGENCY RECOMMENDATION

Monday, January 7, 2013: Approval 5-0.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the following small-scale land use map amendments:

- Removing the Town owned parcel, PCN # 36-43-42-20-00-000-7470, from the Scrub Area boundaries and assigning a future land use designation of "Public Buildings and Grounds" to this parcel.
- Adding the following parcels to the Palm Beach County's Scrub Area and assigning a future land use designation of "Conservation" to these parcels:
 - PCN #: 36-43-42-20-00-000-7460 (entire)
 - 36-43-42-20-00-000-5150 (entire)
 - 36-43-42-20-00-000-7440 (northern region)

ORDINANCE NO. 02-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE LAND USE DESIGNATION FOR CERTAIN PARCELS OF REAL PROPERTY IN THE TOWN OF LAKE PARK WHEREBY THREE PARCELS ARE OWNED BY PALM BEACH COUNTY KNOWN AS THE SCRUB AREA AND ONE PARCEL IS OWNED BY THE TOWN OF LAKE PARK; PROVIDING FOR A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT PURSUANT TO SECTION 163.3164(39) AND 166.041(3)(A), FLORIDA STATUTES TO ASSIGN THE FUTURE LAND USE DESIGNATION OF CONSERVATION TO THE SCRUB AREA AND PUBLIC BUILDINGS AND GROUNDS TO THE TOWN-OWNED PARCEL; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lake Park, Florida (Town) , has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, entitled the "Local Government Comprehensive Planning and Land Development Regulation Act" (the Act); and,

WHEREAS, the Town's Comprehensive Plan has been determined to be "in compliance" with the Act; and,

WHEREAS, Palm Beach County owns six parcels of real property within the Town of Lake Park, totaling approximately 54.93 acres; having parcel control numbers 36-43-42-20-00-000-7440; 36-43-42-20-00-000-7450; 36-43-42-20-00-000-5130; 36-43-42-20-00-000-5020; 36-43-42-20-00-000-7460 and 36-43-42-20-00-000-5150; and the Town of Lake Park owns owns parcel control number 36-43-42-20-00-000-7470, all of which are legally described in the attached **Exhibit "A"** (the subject property); and,

WHEREAS, the general location of the subject property is as shown in **Exhibit "B"** which is also attached; and,

WHEREAS, pursuant to the Act, the Town's Local Planning Agency (the LPA) has conducted a public hearing, as required by Section 163.3174(4)(a), Florida Statutes, and has recommended that the Commission accept the Town Staff's recommendation to assign the future land use designation of Conservation to the subject property.

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

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

Section 2. The future land use designation of the subject property, which is legally described in the attached Exhibit A, and the general location of which is as shown in the attached Exhibit B, both of which exhibits are incorporated herein, are hereby assigned the future land use designation of Conservation for parcels owned by Palm Beach County and Public Buildings and Grounds for the parcel owned by the Town of Lake Park.

Section 3. The Future Land Use Map which is contained in the Town's Comprehensive Plan is hereby amended to reflect the assignment of the respective future land use designations of Conservation and Public Buildings and Grounds to the subject property.

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

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

Section 6. Effective Date. The provisions of this Ordinance shall become effective pursuant to Section 163.3184(3)(c)4., Florida Statutes.

Attachments: Exhibit "A" - Legal Descriptions of the Subject Property
Exhibit "B" - Location Map

Exhibit "A"
Legal Descriptions of the Subject Property

Town of Lake Park

(PCN: 36-43-42-20-00-000-7470)

20-42-43, IRREG SHAPED PARS K/A PAR 1 & TRGLE PT OF PAR 2 IN OR11995P858
OF NE 1/4 OF SW 1/4 LYG SWLY OF & ADJ TO OLD DRAKE LUMBER CO RY R/W (LESS
PAR IN MTG BK 74P120)

Palm Beach County

(PCN: 36-43-42-20-00-000-7440)

20-42-43, IRREG SHAPED PARS 1 & 2 OF SW 1/4 LYG SWLY OF DRAKE LUMBER CO
RY R/W & SELY OF & ADJ TO PROPOSED 60 FT RD AS IN OR11995P853

(PCN: 36-43-42-20-00-000-7450)

20-42-43, E 1/2 OF SW 1/4 LYG SWLY OF & ADJ TO OLD DRAKE LUMBER CO RY R/W
& LYG SELY OF & ADJ TO PARS AS IN OR11995 PS853 & 858 (LESS E 1/8 OF SW 1/4,
PARS LYG NELY OF SWLY LI EXTENDED NWLY & SELY IN OR8668P527, INDUSTRIAL
AVE R/W & S 108 FT SILVER BEACH RD R/W) & E 482.50 FT OF SW 1/4 OF SW 1/4
(LESS N 323.35 & S 108 FT SILVER BEACH RD R/W)

(PCN: 36-43-42-20-00-000-5130)

20-42-43, PT OF S 1/2 K/A PT OF LAKE PARK SCRUB PAR IN OR11903P158 LYG
NELY OF & ADJ TO CRA BDRY & NWLY OF & ADJ TO INDUSTRIAL AVE R/W A/K/A
NORTH PAR

(PCN: 36-43-42-20-00-000-5020)

20-42-43, PAR LYG NELY & NWLY OF & ADJ TO INDUSTRIAL AVE & DRAKE LUMBER
CO RR BEING PT OF SE 1/4 OF NE 1/4 OF SW 1/4 & PT OF W 1/2 OF SW 1/4 OF NE
1/4 OF SE 1/4 OF SEC

(PCN: 36-43-42-20-00-000-7460)

20-42-43, TH PT OF S 1/2 LYG SWLY OF OLD DIXIE HWY R/W K/A PT OF PARS 1, 2,
4 & 6 IN OR3036P110 PAR IN OR8668P527 & 15 FT ALLEY R/W LYG ADJ TO)

(PCN: 36-43-42-20-00-000-5150)

20-42-43, TRGLR SHAPED PAR IN S 1/2 K/A PT OF LAKE PARK SCRUB PAR IN
OR11903P158 LYG SLY OF & ADJ TO INDUSTRIAL AVE R/W & ELY OF & ADJ TO CRA
BDRY

Exhibit "B"
Location Map



(The map shown above represents the proposed Scrub Area Boundary Map with indications of which parcels need to be added and removed. Areas to be removed are circled in orange; areas to be added are circled in blue.)

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 5

AGENDA TITLE: Zoning Code Text Amendment Creating the Conservation Zoning District (C-District).

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 1/25/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Staff Report, Ordinance 03-2013, Interlocal Agreement R2003-1551), Advertised (N/A for 1st Reading), and notification requirements.

Summary Explanation/Background:

See Staff Report.

Recommended Motion: Approval of Ordinance 03-2013 on first reading.



Meeting Date: February 6, 2013

To: TOWN COMMISSION

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

Applicant: Town of Lake Park

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

The Town Staff recommends the creation of a new zoning district to be entitled the Conservation Zoning District (C-District). The purpose of this zoning district is to create a zoning district 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 purchased as part of its environmentally sensitive land bond program.

The following language has been reviewed with Palm Beach County and 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

Minimum Lot Width (Feet): 300 feet

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.

PLANNING and ZONING BOARD RECOMMENDATION

Monday, January 7, 2013: Approval 5-0.

RECOMMENDATION:

Staff recommends that the Town Commission make a motion to APPROVE Ordinance 03-2013 which creates Section 78-76.1 in the Town Code of Ordinances for a Conservation Zoning District (C-District).

ORDINANCE NO. 03-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING A CONSERVATION ZONING DISTRICT (C-DISTRICT) AND INCORPORATING SAME INTO SECTION 78-76.1 OF CHAPTER 78, ARTICLE III, OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general regulations pertaining to land development and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town's Community Development Department has recommended the creation of a new zoning district to be entitled the Conservation Zoning District (C-District) to ensure that properties in the Town which are environmentally significant, or sensitive can be preserved and protected; and

WHEREAS, the creation of a Conservation Zoning District would fulfill one of the terms of an Interlocal Agreement between the Town and Palm Beach County which required that the Town create and assign a zoning district to the County's property within the Town known as the "Scrub Area"; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the proposed amendment to the Town Code and has recommended that the Town Commission adopt the amendment.

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

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

Section 2. Chapter 78, Article III, Section 78-76.1, entitled "Conservation District (C-District)" is hereby created to read as follows:

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 prohibit development to protect native plants and animals. Only those passive recreational uses described below are permitted in the conservation district:

(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

Minimum Lot Width (Feet): 300 feet

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.

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

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

Section 6. 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 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

INTERLOCAL AGREEMENT

* see page 6,
#26 *

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 1B (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 "Lako 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.

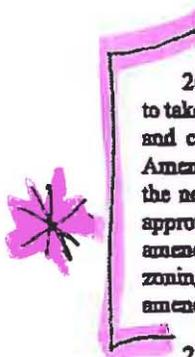
22. The County shall maintain all trails, kiosks and observation platforms constructed within the Natural Area. The County shall maintain all kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural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

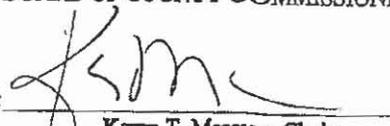
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKINSON, Clerk

BY:  Deputy COUNTY CLERK

DATE: SEP 23 2003 FLORIDA

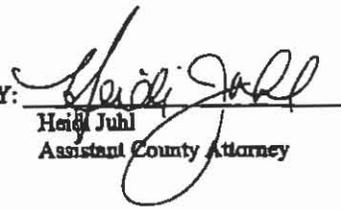


BY: 

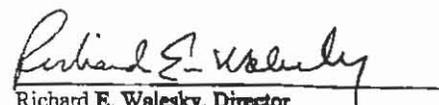
DATE: Karen T. Marcus, Chair
SEP 23 2003

R2003 1551

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 ($W \frac{1}{4}$) corner of said Section 20, THENCE South $01^{\circ}21'11''$ 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 ($S\frac{1}{2}$) of the Southwest one-quarter ($SW \frac{1}{4}$) of said Section 20; THENCE South $88^{\circ}29'41''$ East, along said North line of the South half ($S \frac{1}{2}$) of the Southwest one-quarter ($SW \frac{1}{4}$), a distance of 845.77 feet; THENCE South $01^{\circ}22'57''$ West, a distance of 29.99 feet; THENCE South $88^{\circ}29'35''$ East, a distance of 3.34 feet; THENCE South $01^{\circ}18'43''$ West, a distance of 60.01 feet to the POINT OF BEGINNING; THENCE South $88^{\circ}29'42''$ East, a distance of 292.46 feet to the beginning of a curve whose radius point bears North $01^{\circ}30'18''$ East, a distance of 330.00 feet; THENCE East along the arc of said curve through a central angle of $77^{\circ}47'07''$ a distance of 448.01 feet; THENCE North $13^{\circ}43'11''$ East, a distance of 247.48 feet to the beginning of a curve whose radius point bears South $76^{\circ}16'49''$ East, a distance of 270.00 feet; THENCE Northeast along the arc of said curve through a central angle of $38^{\circ}22'05''$ a distance of 180.81 feet; THENCE continue East along said curve, through a central angle of $47^{\circ}42'30''$, a distance of 224.82 feet; THENCE South $80^{\circ}12'14''$ East, a distance of 683.41 feet; THENCE South $20^{\circ}55'38''$ East, a distance of 129.75 feet; THENCE South $69^{\circ}04'22''$ West, a distance of 293.55 feet to a point on the aforesaid Northeasterly line of the old Drake Lumber Company railroad; THENCE South $49^{\circ}58'03''$ East, along said Northeasterly line a distance of 353.38 feet to a point on the Southerly RIGHT-OF-WAY line of Industrial Avenue; THENCE North $69^{\circ}06'22''$ 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 $20^{\circ}55'38''$ East, a distance of 67.00 feet; THENCE North $69^{\circ}06'22''$ East, a distance of 128.00 feet; THENCE North $20^{\circ}55'38''$ 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 $69^{\circ}07'42''$ 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 $89^{\circ}56'40''$, a distance of 18.84 feet to the point of tangency; THENCE South $20^{\circ}55'38''$ East, a distance of 232.68 feet; thence South $89^{\circ}04'22''$ West departing said West RIGHT-

X 299.9

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 3809, PAGE 283, public records of Palm Beach County, Florida; THENCE South 01°18'48" 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 10844, 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.

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:

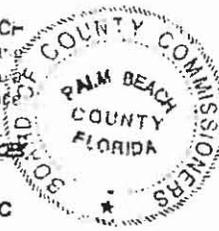
Commencing at the Northeast corner of Lot 1, Block D, said point also being the Northeast corner of the Plat of Tri-City Industrial Park, recorded in PLAT BOOK 28, PAGE 100 in the public records of Palm Beach County, Florida; THENCE South 69°03'57" West along the North line of said Lot 1 and its Westerly 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 148.00 feet; THENCE South 20°55'38" East, a distance of 188.00 feet; THENCE North 89°04'22" East, a distance of 148.00 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 524.89 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 484.35 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 81° 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
 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 DC



TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 6

AGENDA TITLE: Request to rezone Palm Beach County's Scrub Area from the "Campus Light Industrial/Commercial" zoning district to the "Conservation" zoning district.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action, Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 1/25/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Staff Report, Ordinance 04-2013), Advertised (N/A for 1st Reading), Notification details.

Summary Explanation/Background:

See Staff Report.

Recommended Motion: Approval of Ordinance 04-2013 on first reading.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: February 6, 2013**

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

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 and is currently zoned Campus Light Industrial/Commercial (CLIC). Staff recommends that the Property be rezoned to the Conservation Zoning District (C-District) to be consistent with the future land use designation of "Conservation" as provided for in the Town's Comprehensive Plan.

PLANNING AND ZONING BOARD RECOMMENDATION:
Monday, January 7, 2013: **APPROVAL**

STAFF RECOMMENDATION: APPROVAL

BACKGROUND INFORMATION:

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

Parcel Control Numbers: 36434220000007450; 36434220000005130; 36434220000007440;
36434220000005020; 36434220000007460; 36434220000005150

Existing Zoning : Campus Light Industrial/Commercial (CLIC)

Adjacent Zoning

North: Public District (P-District)
South: City of Riviera Beach (Residential)
East: Campus Light Industrial/Commercial (CLIC)
West: Campus Light Industrial/Commercial (CLIC)

Adjacent Land Uses

North: Public Buildings and Grounds
South: City of Riviera Beach (Single-Family Residential)
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 Palm Beach County (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 Town Commission make a motion to **APPROVE** Ordinance 04-2013 on first reading to rezone the PBC Scrub Area property from “Campus Light Industrial/Commercial” to “Conservation”.

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
- PAOD
- CUC

- CRA
- NBOZ_overlay
- C4
- Lake_Park_Boundary



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



ORDINANCE NO. 04-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE REZONING OF THREE PARCELS OF REAL PROPERTY AS LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" AND GENERALLY REFERRED TO AS THE PALM BEACH COUNTY SCRUB AREA; PROVIDING FOR THE ASSIGNMENT OF THE CONSERVATION ZONING DISTRICT TO THE SCRUB AREA; PROVIDING FOR THE AMENDMENT BY REFERENCE OF SECTION 78-32 OF THE TOWN CODE WHICH INCORPORATES THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE CONSERVATION DISTRICT TO THE PARCELS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County is the owner of six parcels of land in the Town of Lake Park, Florida (Town), which are located west of Old Dixie Highway, between Silver Beach Road and 12th Street (the subject property); and,

WHEREAS, the subject property is known as the Palm Beach County Scrub Area; and

WHEREAS, the subject property is legally described in **Exhibit "A"** and generally located as shown on **Exhibit "B"**, both of which are attached hereto; and,

WHEREAS, the Town Commission has previously assigned the zoning district of Campus Light Industrial/Commercial (CLIC) to the subject property, and this zoning is currently shown on the Town's Official Zoning Map; and,

WHEREAS, the Town Commission has created a zoning district known as the "Conservation District (C-District)" to the subject property; and

WHEREAS, the Commission's assignment of the Conservation Zoning District (C-District) to the subject property would fulfill the requirements of Article IV, Paragraph 26 of an Interlocal Agreement between the Town and Palm Beach County pertaining to the subject property; and

WHEREAS, the Town Commission has determined that the assignment of the C-District zoning classification to the subject property would be consistent with the Future Land Use designation which has been assigned to the subject property under the Town's Comprehensive Plan;

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

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

Section 2. The Town Commission hereby assigns the zoning classification of Conservation Zoning District to the subject property which is legally described in the attached Exhibit A, which is incorporated herein.

Section 3. Section 78-32, which incorporates by reference the Town's Official Zoning Map and generally shows the assignment of the various zoning districts to the various properties in the Town, is hereby amended to reflect the assignment of the Conservation Zoning District to the subject property.

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

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

Section 6. The provisions of this Ordinance shall become effective upon adoption.

Attachment: Exhibit "A" – Legal Descriptions
Exhibit "B" - Location Map

Exhibit "A"
Legal Descriptions

(PCN: 36-43-42-20-00-000-7440)

20-42-43, IRREG SHAPED PARS 1 & 2 OF SW 1/4 LYG SWLY OF DRAKE LUMBER CO RY R/W & SELY OF & ADJ TO PROPOSED 60 FT RD AS IN OR11995P853

(PCN: 36-43-42-20-00-000-7450)

20-42-43, E 1/2 OF SW 1/4 LYG SWLY OF & ADJ TO OLD DRAKE LUMBER CO RY R/W & LYG SELY OF & ADJ TO PARS AS IN OR11995 PS853 & 858 (LESS E 1/8 OF SW 1/4, PARS LYG NELY OF SWLY LI EXTENDED NWLY & SELY IN OR8668P527, INDUSTRIAL AVE R/W & S 108 FT SILVER BEACH RD R/W) & E 482.50 FT OF SW 1/4 OF SW 1/4 (LESS N 323.35 & S 108 FT SILVER BEACH RD R/W)

(PCN: 36-43-42-20-00-000-5130)

20-42-43, PT OF S 1/2 K/A PT OF LAKE PARK SCRUB PAR IN OR11903P158 LYG NELY OF & ADJ TO CRA BDRY & NWLY OF & ADJ TO INDUSTRIAL AVE R/W A/K/A NORTH PAR

(PCN: 36-43-42-20-00-000-5020)

20-42-43, PAR LYG NELY & NWLY OF & ADJ TO INDUSTRIAL AVE & DRAKE LUMBER CO RR BEING PT OF SE 1/4 OF NE 1/4 OF SW 1/4 & PT OF W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 OF SEC

(PCN: 36-43-42-20-00-000-7460)

20-42-43, TH PT OF S 1/2 LYG SWLY OF OLD DIXIE HWY R/W K/A PT OF PARS 1, 2, 4 & 6 IN OR3036P110 PAR IN OR8668P527 & 15 FT ALLEY R/W LYG ADJ TO)

(PCN: 36-43-42-20-00-000-5150)

20-42-43, TRGLR SHAPED PAR IN S 1/2 K/A PT OF LAKE PARK SCRUB PAR IN OR11903P158 LYG SLY OF & ADJ TO INDUSTRIAL AVE R/W & ELY OF & ADJ TO CRA BDRY

Exhibit "B"
Location Map



**Discussion
And
Possible
Action**

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. *Tab 7*

Agenda Title: Creation of a Priority List for the Use of CDBG Funds

- | | | | |
|--------------------------|---------------------------|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ____ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *DSS* **Date:** *1/17/13*

DALE S. SOBERMAN / TOWN MANAGER
Name/Title

Originating Department: Town Manager	Costs: N/A Funding Source: N/A Acct. N/A <input type="checkbox"/> Finance _____	Attachments: List of potential CDBG projects.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>DSS</i> Please initial one.

Summary Explanation/Background:

At the January 16, 2013 Town Commission meeting, it was determined that members of the Town Commission should select no more than 5 potential projects for use of the available 2013 CDBG funds such that a priority ranking can be developed. That priority list will then be discussed with Palm Beach County to determine, which, if any, of the projects will best qualify for the available funds.

Recommended Motion: No motion is necessary. A submittal of the individual rankings to the Town Clerk for consolidation would be appropriate.

IDEAS FOR USE OF 2013 CDBG FUNDS

[Please Select No More Than 5]

- ◆ Bostrom pump control design and installation. \$ 7,600.00
- ◆ Repairs to tennis courts. 26,000.00
- ◆ Refurbishment of Bert Bostrom playground.
- ◆ Assistance with signage. There are numerous pole signs that will become non-conforming in 2014 and a window signage project underway whereby some assistance can be provided to property owners to bring the existing non-conforming signage in Town into compliance.
- ◆ Street signs. Our street signs, especially those on white concrete posts, are in need of serious repair/rebuild.
- ◆ Sidewalks throughout the Town (*minus individual cases that are a result of the property owner's actions*) could benefit from pressure cleaning and repair as well.
- ◆ Demolition and possible reconstruction of the old storage building in Kelsey Park.
- ◆ Assistance to Park Avenue building owners for the roof cleaning/painting and possible improvements to their rooflines by adding architectural elements.
- ◆ Street lighting improvements throughout the Town (based upon the previous town-wide lighting study completed).
- ◆ Afterschool program for the Library.
- ◆ Roadway lighting for Silver Beach *West*. This was discussed at a meeting with the County back in August whereby the County stated they would improve the road but will not provide lighting.
- ◆ Pressure cleaning and painting of residential structures and an overall maintenance and beautification initiative of the Town.
- ◆ Use a portion of the funds towards an attractive monument sign located at the road or close, such as the small area in front of the library where three small palms are located. Such signage with backlit lighting would be sign some way down the road and would from US 1 give location/point to Town Hall, the Library & "Downtown Park Ave". \$10,000 - \$20,000
- ◆ Electronic marquee in front of Town Hall with constant upcoming events.
- ◆ Assistance to property owners to bring their swale plantings into compliance. This can be *safety* and *maintenance* initiated. "Safety" in order to provide better visibility, and "maintenance" in order to maintain the Town's swale areas in a neat and orderly fashion. Over the years, several individuals have placed unpermitted plantings in their swales that do not meet our current code standards.

- ◆ Irrigation project similar to Flagler Blvd. on the Median area of Date Palm. The Town received a grant from the Division of Forestry in 2011 to install a canopy of trees in the amount of 17,975.00. The area is beautiful and with a possible upgrade to the irrigation system, trash containers, picnic benches and walkways it could be a nice area for the local residents to enjoy.
- ◆ Installation of bike racks and water fountains at all Town buildings and primary bus stop locations.
- ◆ Bike lanes for primary streets.
- ◆ Installation of blinking lights in the concrete part of the pedestrian walkways in school zones and busy intersections to provide better visibility for drivers and child safety.
- ◆ Handicapped access on walkway by water at Lake Shore Park. Currently the full walkway cannot be enjoyed by individuals with a walker, on a scooter or wheelchair.
- ◆ Consolidation point for various Palm Tran bus routes.
- ◆ Establishment of a transit node in proximity to a potential train station.

Name

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. *Tab 8*

Agenda Title: Retroactively Approving an Expenditure from the Contingency Line Item of the General Fund for the Purchase of a C500W Encoder

- | | | | |
|--------------------------|---------------------------|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ___ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *DSS* **Date:** *1/15/13*
DALE S. SUBERMAN / TOWN MANAGER
 Name/Title

Originating Department: Town Manager	Costs: \$ 1,778.98 Funding Source: General Fund Contingency line item. Acct. # 900-99901 <input checked="" type="checkbox"/> Finance <i>BKR</i>	Attachments: Budget adjustment sheet. TelVue quotation sheet. Troxell Communication, Inc. quotation sheet.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>DSS</i> Please initial one.

Summary Explanation/Background:

The electronic device which is used to cablecast Town Commission meetings burned out on January 10, 2013. It is a device known as a C500W Encoder. We put an order in for a replacement encoder and were able to have it shipped here and then installed within a few days such that we were able to cablecast the CRA and Commission meetings of January 16th. The device costs \$2,778.98, which is within the spending authority of the town manager; however, the IT Department budget did not have enough funds in it to cover the entire cost of the replacement unit. Therefore, I had to authorize using \$1,778.98 from the General Fund Contingency line item of the budget in order to get the replacement unit here in a timely manner.

The General Fund Contingency line item of the budget includes funds appropriated by the Town Commission. An appropriation means that there is authority to spend from that particular line item. However, it has always been my practice to bring Contingency line item expenditures to the Town Commission for approval in advance of the actual approval. There was not enough time to get an advanced approval from the Commission if we were to have the device here in time to cablecast the January 16th CRA and Commission meetings.

One further note. Although this could be considered a sole source purchase since we had to buy the device from our current cablecasting provider (TelVue), I did ask Hoa to obtain a competitive quote from a separate provider. He found a similar device from another provider. The quote he was able to find was for \$4,950.00. Therefore, I feel as though the \$2,778.98 quote provided by TelVue was a justified amount.

Recommended Motion: I move to approve the January 10, 2013 expenditure of \$1,778.98 from the General Fund Contingency line item (Account #900-99901) for the partial purchase of a C500W Encoder used to cablecast CRA and Town Commission meetings on Lake Park TV Channel 18.

TelVue Quotation - Confidential

Created Date 1/10/2013
 Quote Number Q-008647
 Account Name Lake Park FL
 Name Hoa Hoang
 Title AV Dir
 Phone (561) 881-3303



TelVue Contact Information

Prepared By Jacque Scherer Expiration Date 1/31/2013
 E-mail jscherer@telvue.com

Customer Address Information

Account Name Lake Park FL Ship To Name Lake Park FL
 Phone (561) 881-3303 Ship To Administration HOA
 535 Park Avenue
 Lake Park, FL 33403
 USA

Product	TC Elig.	Line Item Description	List Price	Quantities	Sales Price	Unit Net Price	Ext. Net Price
B-Stock	Yes	Special discount for sale of B-stock, demo or lightly used servers - Full warranty applies.	\$0.00	1	\$2,567.50	\$2,567.50	\$2,567.50
MISC-SHIP	No	Overnight Shipping	\$0.00	1	\$211.48	\$211.48	\$211.48

Quote Sub-total \$2,778.98

Additional Services Fee \$0.00
 Services Extras \$0.00
 Services Total \$0.00
 Quote Total \$2,778.98

Terms are net 30. A finance / late fee of 1% per month will be added to an unpaid balance thereafter.

Accepted by: _____ Title: _____
 Printed Name: _____

Signature: _____ Date: _____
 Send back to TelVue at: Fax: 856-866-7411 or Email: orders@telvue.com)

Noted Service Options

Company Name TelVue Corporation

Troxell Communications Inc. | Audio Visual Supplier | Video | Mpeg-2 Encoder Unit (w/o Rm And P - Windows Internet Explorer

Page 1 of 1

Filter by price

\$1500 - \$2000 (1)
\$2000 - \$2500 (1)
\$3000 and above (2)

Filter by Category (2)

Equipment (3)
Recorder/players (1)

Filter by Brand (1)

Telvue (4)

MPEG-2 ENCODER UNIT (W/O RM AND PS)
TELVue
Availability: Call Avg. shipping time: Call

Model #: IPHE2 Tvc
Mfg. #: IPHE-2
List Price: \$1400.00
For our low price Register

INTEGRATED ANALOG MPEG ENCODER
TELVue
Availability: Call Avg. shipping time: Call

Model #: B3000ENC200 Tvc
Mfg. #: B3000-ENC-200
List Price: \$2000.00
For our low price Register

An integrated analog MPEG encoder option to the B3000 TelVue Princeton Digital Broadcast Server.

MPEG ENCODING WORKSTATION
TELVue
Availability: Call Avg. shipping time: Call

Model #: C500W200 Tvc
Mfg. #: C500W-200
List Price: \$2950.00
For our low price Register

File-based broadcasting lets you dramatically improve your station operations. But to get there, you will need a cost effective way to encode your analog NTSC video to high quality digital files. Now, you can begin to transform your station operations with our easy to use C500W MPEG-2 Encoding / Editing Workstation. The C500W lets you easily encode analog video to high quality digital video files.

MPEG ENCODING WORKSTATION ANALOG AND SDI
TELVue
Availability: Call Avg. shipping time: Call

Model #: C300W250 Tvc
Mfg. #: C300W-250
List Price: \$4950.00
For our low price Register

MPEG Encoding Workstation Analog and SDI Inputs with Sony VTR CTRL

Internet 100%

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. *Tab 9*

Agenda Title: Annual Renewal of Parking Meter Maintenance Contract

- | | | | |
|--------------------------|---------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ____ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *[Signature]* Date: 1/25/13

[Signature]
David Hunt, Public Works Director

Originating Department: Public Works	Costs: \$ 10,894.00 Funding Source: FY '13 Parking Meter Budget Acct. # 450-34000 # 450-49300 [X] Finance <i>[Signature]</i>	Attachments: Annual Maintenance Quote Contract w/ Standard Terms and Conditions
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[Signature]</i> Please initial one.

Summary Explanation/Background:

The renewal of the parking meter maintenance contract with Duncan Parking Technologies, Inc. is required to keep the entire system operating on a day-to-day basis and its approval is considered a "housekeeping" matter. Staff is aware of the Commission's desire to evaluate the viability of the parking meter system based upon the pending Master Parking Meter Analysis Report. The approval of the current contract should not necessarily be construed as supportive of the parking meter system but merely as an obligation to keep the system operational until a decision, based upon the report, has been made.

The annual contract that is being proposed is for Duncan Parking Technologies, Inc. to provide maintenance support, via telephone and internet, for all of the hardware and software associated with operating the Town's parking meter system. In addition to maintenance, the contract will cover the monthly charges for wireless telecommunication services, licensing for use of Duncan's proprietary software, remote access via the internet, and system hosting.

The maintenance period covered by this contract shall run from January 1, 2013 to December 31, 2013. The contract has \$3,550.00 worth of annual maintenance services and \$7,344.00 worth of monthly fees. The contract terms for Cancellation or Termination state, "No order once accepted by Seller (Duncan Parking Technologies, Inc.) can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all losses and expenses." When the contract expires on December 31, 2013, it will be three months into Fiscal Year 2014.

Duncan Parking Technologies, Inc. is the sole source for providing the software and communications to their parking meter equipment.

The funds for this recurring expense were approved with the Fiscal Year 2013 Budget.

Recommended Motion: Approve executing the Annual Maintenance Contract with Duncan Parking Technologies, Inc.

Duncan Products Annual Maintenance Quote



Quote ID: 13 01 03 202a

Date Prepared: 01/03/2013

Prepared for: Lake Park

Ship-to Region: FL

Maintenance Period: 01/01/2013 - 12/31/2013

Product ID	Description	Unit Price	Qty	Total
1. AutoCITE/AutoISSUE Annual Maintenance Fees				
X3LCIW - MAINT	X3LCIW Annual Maintenance	550.00	3	\$ 1,650.00
SW - PCI - MAINT	Parking Citation Issuance Maintenance	600.00	1	\$ 600.00
SW - AC - MAINT	AutoCLUSTER Annual Maintenance	200.00	1	\$ 200.00
Annual AutoCITE/AutoISSUE Maintenance Fee Total				\$ 2,450.00
2. AutoTRAX Annual Maintenance Fees				
X3LTI - MAINT	X3LTI Annual Maintenance	500.00	1	\$ 500.00
SW - AT - MAINT	AutoTRAX Single Space Meter Management System Annual Maintenance	600.00	1	\$ 600.00
Annual AutoTRAX Maintenance Fee Total				\$ 1,100.00
3. Monthly Fees (AutoCITE & Multi-Space Meter)				
X3 - WIRELESS	AutoCITE X3 Wireless Services includes Telecommunication SIM fee (per handheld/per month)	100.00	3	\$ 3,600.00
MSM - AT	AutoTRAX Wireless Parking Management includes user licensing, remote access via Internet, system hosting, wireless communications costs and telephone & Internet support services (per meter/per month)	52.00	6	\$ 3,744.00
Annual Total for monthly Fees				\$ 7,344.00
Annual Total				\$ 10,894.00

4. Comments

This quote is valid only for the period of 01/01/2013 to 12/3/2013 and only for the equipment and software listed. Should additional hardware or software be added, the annual maintenance fee will be subject to additional charges.

Payment - Net 30 days

Please Send Purchase Order To:
 Duncan Parking Technologies, Inc
 Attn: Meigan Lindholm
 5924 Balfour Court Suite 102
 Carlsbad, CA 92008
 Ph: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

 Authorized Signature

 Date

 Print or Type Name

Continued on next page

Duncan Products Annual Maintenance Quote



Quote ID: 13 01 03 202a

Date Prepared: 01/03/2013

Prepared for: Lake Park

Ship-to Region: FL

Maintenance Period: 01/01/2013 - 12/31/2013

Product ID	Description	Unit Price	Qty	Total
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Bill To Address:

Ship To Address:

The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Solutions Inc., a Wisconsin Corporation having its principal location at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203-1920, or any of its subsidiaries (Seller).

1. AGREEMENT. All sales are subject to and expressly limited to these Terms and any related order acknowledgement, quotation, specifications, releases, consignment, or other documents incorporated into these terms by Seller. All different or additional terms or conditions proposed at any time or in any form by Buyer are expressly rejected. The parties agree that these Terms, and any relevant and accepted purchase order, release, or quotation is incorporated herein, in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of Buyer and Seller.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by: (i) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (ii) Buyer execution and return to Seller of Seller's valid quotation, or (iii) other acknowledgement and acceptance by Buyer, in a form acceptable to Seller, of Seller's quotation and these Terms. Buyer agrees that all invoices will be paid in full in accordance with the terms of sale as stated on Seller's relevant quotation or invoice(s). Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding anything other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the sixth (6th) business day after receipt of such goods or services, whichever occurs first.

3. SPECIFICATIONS. All specifications, descriptors, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided "as is" and are subject to change at any time at the sole discretion of Seller.

4. INVOICES AND PAYMENT. Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due Net 30 days from date of invoice unless otherwise specified by Seller. Seller reserves the right to assess late fees on overdue payments at a rate of 1 1/2% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Seller invoice.

5. SHIPPING AND DELIVERY. Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of such estimate. Seller is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Seller's dock unless otherwise mutually agreed between the parties. Buyer bears all risk of damage or loss in transit.

6. PRODUCT OR SERVICE CHANGES. Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function requirements. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery or price as seller determines is necessitated thereby. Cancellation charges will be assessed on reschedules of greater than eight weeks.

7. PRODUCT OR SERVICE LIMITED WARRANTY. (i) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (ii) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of ninety (90) calendar days from date of shipment. (iii) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and all required maintenance. Products must be shipped at Buyer's expense under an RMA to Seller's location within the warranty period and in compliance with current warranty requirements. (iv) All warranty claims must be made in writing during the warranty period. (v) Seller, at its sole discretion, reserves the right to reject any claim Seller determines not covered by warranty. (vi) Prior to Buyer's return of products or services, Buyer must obtain a return merchandise authorization (RMA) in compliance with Seller's procedure. (vii) Seller assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. **ANY ADVICE OR RECOMMENDATIONS MADE BY SELLER DO NOT CONSTITUTE ANY ADDITIONAL OR DIFFERENT WARRANTY THAN STATED HEREIN, NOR IMPOSE ANY LIABILITY UPON SELLER. THIS LIMITED WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT.**

8. PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY RIGHTS. If any product is manufactured or modified according to any request by Buyer or designs or processes specified by Buyer, Buyer hereby indemnifies and saves harmless Seller, its affiliates, officers, agents and employees, from any expenses, losses, attorney fees, costs, damages or other liability which may be incurred as a result of actual or alleged infringement of patent, copyright or trademark rights.

9. LIMITATION OF LIABILITY. Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or

revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER'S LIABILITY HEREUNDER IS LIMITED TO PRICE ACTUALLY PAID BY BUYER, LESS ANY DISCOUNTS, PROMOTIONS OR CREDITS APPLIED, FOR THE PRODUCTS OR SERVICES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER ENTITY OR PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR OTHER INCOME OR OTHER COSTS OR EXPENSES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES COVERED HEREIN, WHETHER ARISING FROM BREACH OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OF SELLER, OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. SELLER'S REMEDIES. Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where: a) if Buyer fails to fulfill the terms of payment for any shipment, or Seller determines that Buyer's ability to pay or meet other obligations under the terms of this or any other agreement, or should Seller at any time determine conditions do not warrant shipment based on the terms and conditions stated in the Seller's quotation(s). Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order of Buyer upon failure to pay any order as due. b) All invoices are due and payable within 30 days and if delinquent shall become subject to a late charge of 1 1/2% per month or portion thereof from invoice date (or the legal maximum allowable in Buyer's state if lower). In addition, should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay reasonable attorney fees, collection fees and/or court costs allowable by law. c) Buyer hereby grants to Seller a security interest in any products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs to and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. d. If Buyer fails to make any payment as due, if a receiver shall be appointed for Buyer, if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then a default shall exist hereunder, and Seller shall be entitled to all remedies and rights of a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of the Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. INDEMNIFICATION. Parties agree to protect, defend, hold harmless and indemnify one another and any successors, assigns, or customers from and against any claims, damages, losses, and expenses arising out of any (1) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under this Agreement, (2) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered, (3) defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in this Agreement, at its sole option Seller will defend or settle any action brought against buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (1) procure for Buyer the right to license or continue using infringing products, or (2) replace or modify such products so that they become non-infringing, or (3) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (4) substitute reasonably suitable non-infringing product for the infringing product. Seller's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer.

12. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials.

13. LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disclosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferable, perpetual license to use software or firmware provided by Seller. Firmware or software shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in this Agreement. **SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF SUPPORT FOR MS WINDOWS OPERATING SYSTEMS, ORACLE DATA BASE SERVER SOFTWARE OR ANY OTHER THIRD PARTY SOFTWARE OR HARDWARE.**

14. DELAYS. If a specific shipping date is not agreed to in writing by Seller, Seller shall not be liable for any loss or damages resulting from such delays. Whether or not Seller agrees to a specific shipping date, Seller shall not be liable for delay or failure to deliver due to wars, civil disturbances, strikes, accidents, fires, floods, storms, Acts of God, and inability to obtain necessary labor, energy, water, raw or finished materials or facilities, government priorities or allocations, delays in transportation or other causes beyond Seller's control.

15. EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS. In the event the products or services or any portion thereof furnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial", "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such

agreement, material or information other than to its own employees as required for evaluation by Buyer.

16. RETURNS. Returned materials will not be accepted unless authorization has been given by Seller. This authorization will provide Buyer with an (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion and is limited to price actually paid for product or service deemed defective, less any discounts, promotions, and credits due or previously made. Buyer must inspect products or services immediately and no rejection or revocation of acceptance shall be permitted more than fifteen (15) days after delivery or upon use by Buyer of the products or services, whichever occurs first.

17. CANCELLATION OR TERMINATION. No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any other material provision hereunder, (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or fails to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

18. TAXES. All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

19. WAIVER. The failure of Seller at any time to enforce or insist upon any obligation or right herein or to exercise any right hereunder, shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance of any term or condition or the future exercise of any such rights.

20. AGENCY AND THIRD PARTY RIGHTS. Buyer and Seller are independent contracting parties and nothing in this Agreement makes either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. This Agreement does not create any relationship of agency, partnership or joint venture between the parties. Nothing in this Agreement gives either party the right to use any corporate names, trademarks or trade names of any other party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, guaranty or inducement with respect to infringement of any rights of third parties.

21. COMPLIANCE WITH LAWS. Seller complies with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer, recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.

22. GOVERNING LAW. These terms and conditions for the purchase of the products or services are governed by the substantive laws of the State of Wisconsin without regard to any conflicts of laws principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods.

23. MISCELLANEOUS. (i) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves.

(ii) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (iii) No part of this Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seller. (iv) Buyer may not 'set-off' or reduce any amounts owed hereunder, or any indebtedness or any other claim Buyer or Buyer's affiliated or related companies may have against Seller, or its affiliated or related companies, under this Agreement or any other agreement(s) between the Buyer and Seller. (v) If any term(s) of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) are deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule. All remaining provisions of this Agreement remain in full force and effect. (vi) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the parties shall be submitted to arbitration at the request of either party. (vii) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (viii) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (ix) This Agreement is effective on the date Seller's quotation or estimate is executed by Buyer or Buyer's purchase order or other order is accepted by Seller either in writing or through execution of work against such order. Any executed copy is deemed an original.

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. *Tab 10*

Agenda Title: Authorizing the Mayor to Execute an Engagement Letter with Bryant Miller Olive, P.A. as Bond Counsel for the Refunding of Two Outstanding Debts of the Town of Lake Park.

- | | | | |
|--------------------------|---------------------------|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input checked="" type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ____ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input type="checkbox"/> | OTHER: |

Approved by Town Manager *DSS* **Date:** *1/15/13*
DALE S. SUBERMAN / TOWN MANAGER
 Name/Title

Originating Department: Town Manager	Costs: N/A Funding Source: N/A Acct. N/A <input type="checkbox"/> Finance _____	Attachments: Engagement Letter dated January 14, 2013.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

We have been studying for some time now the opportunity to advance refund (refinance) two outstanding debt issues of the Town of Lake Park. We have put a Request for Quotes out to about 15 different banks, asking them to provide us with quotes for the refunding of \$5,700,000.00 in outstanding debt. Preliminary indications, based upon the current marketplace, show potential savings to the Town in excess of \$500,000.00 (net of fees) over the life of the loans.

The refunding is being coordinated by the Florida Municipal Loan Council (a subdivision of the Florida League of Cities and the group that helped us to issue the original debt).

Bond Counsel to the Florida Municipal Loan Council is Bryant Miller and Olive (and they did the original Town of Lake Park bond issues as well). One of the steps to this current refunding process is that the Town will need to engage bond counsel to provide us (and technically the Florida Municipal Loan Council) a legal opinion about the tax exempt status of the replacement bonds, as well as a variety of other legal items.

Attached is an Engagement Letter from Bryant Miller Olive, P.A. describing the services that they will perform in this refunding effort along with a disclosure of their fees. You will notice on page 5 of the Engagement Letter that the Town will be paying their fees from the proceeds of the bonds. That is, there will be no out-of-pocket cost to the Town for their services as bond counsel. If the marketplace does not want our refunding bonds (which is highly unlikely) then there will be no fees paid (see the second to the last paragraph of the Engagement Letter).

Recommended Motion: I move to authorize the Mayor to sign the Engagement Letter dated January 14, 2013 with Bryant Miller Olive, P.A. for the purpose of serving as bond counsel for the refunding of two outstanding debts of the Town of Lake Park.

Bryant Miller Olive

Attorneys at Law
SunTrust International Center
1 S.E. 3rd Avenue
Suite 2200
Miami, FL 33131
Tel 305.374.7349
Fax 305.374.0895
www.bmolaw.com

January 21, 2013

Molly Hall
Loan Services Specialist
Florida League of Cities
P.O. Box 1757
Tallahassee, Florida 32302

Dale S. Sugerman, Ph.D.
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Proposed issuance under the Florida Municipal Loan Council's Capital Access Program (the "Program") of the Town of Lake Park, Florida General Obligation Refunding Bond, Series 2013 (the "2013 GO Bond") and Town of Lake Park, Florida Refunding Revenue Bond, Series 2013 (the "2013 CBA Bond" and, together with the 2013 GO Bond, the "Bonds")

Dear Ms. Hall and Mr. Sugerman:

The purpose of this letter is to advise the Town of Lake Park, Florida (the "Issuer") and Florida Municipal Loan Council (the "FMLC") of our fee estimate and to describe the services we will perform as bond counsel in connection with the issuance of the above described Bonds by the Issuer. We understand that (i) the 2013 GO Bond is being issued for the purpose of refinancing the Issuer's General Obligation Bonds, Series 1997, dated August 7, 1997, the proceeds of which were used to construct various municipal improvements of the Issuer; and (ii) the 2013 CBA Bond is being issued for the purpose of refinancing a loan previously undertaken from FMLC by the Issuer dated May 1, 2003. We further understand that: (i) the 2013 GO Bond will be a limited obligation of the Issuer payable from ad valorem taxes; (ii) the 2013 CBA Bond will be payable from the Issuer's covenant to budget and appropriate non-ad valorem revenues; (iii) the Bond will be purchased at negotiated sale by a financial institution selected through a request for proposal (the "Bank"); and (iv) the Issuer will be responsible for paying our bond counsel fees as part of the Program.

SCOPE OF ENGAGEMENT

In this transaction, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinions (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Draft the basic agreements governing the issuance of the Bonds, including one or more loan agreements.
- (3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of documents, and review and, where appropriate, draft enabling legislation.
- (4) Assist the Issuer and the FMLC in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds, except that we will not be responsible for any required blue sky filings.
- (5) Review legal issues relating to the structure of the Bond issue.
- (6) Assist the Issuer and the FMLC in presenting information relating to the structure and legality of the Bonds to the Bank.
- (7) Serve as the Issuer's and the FMLC's closing agent in connection with the closing of the loan.
- (8) Circulate all documents in connection with this transaction to the Issuer's Attorney and assist as necessary with the preparation of the Issuer's Attorney opinion letter.

Our Bond Opinion will be addressed to the Issuer and the FMLC and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the

Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on you to provide us with complete and timely information on all developments pertaining to the Bonds and the security for the Bonds. Among other things, we will require the Issuer to execute a certificate of fact relating to the use of Bond proceeds. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due organization of the Issuer, the due enactment or adoption of any authorizing ordinances or resolutions and other matters.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing blue sky or investment surveys with respect to the Bonds.

(c) Except as described in paragraph (3) above, drafting state constitutional or legislative amendments.

(d) Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.

(e) Making an investigation or expressing any view as to the creditworthiness of the Issuer, any credit enhancement provider, liquidity provider or the Bonds.

(f) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(g) Representing the Issuer or the FMLC in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) After Closing, providing continuing advice to the Issuer, the FMLC or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

(i) Providing any advice or opinions on bankruptcy matters.

- (j) Providing advice or opinions on interest rate swap agreements.
- (k) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

In this transaction, the FMLC will be our client and an attorney-client relationship will exist between the FMLC and us. We understand that the Issuer has retained Thomas J. Baird, Esq. to act as Issuer's counsel. We assume that the Issuer, the Bank and other parties to the transaction will retain such counsel as the Issuer or they deem necessary and appropriate to represent the respective interests of such parties in this transaction. In performing our services as bond counsel, we will represent the interests of the FMLC exclusively. We will not be representing the Issuer, the Bank, or any other party and will not be acting as an intermediary among the parties. Our representation of the FMLC will not affect, however, our responsibility to render an objective Bond Opinion.

CONFLICT

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in their interests, even though there is some difference in the interests among them. We hereby disclose to FMLC that the firm has, and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as bank's counsel and/or underwriter's counsel on unrelated public finance matters in Florida. In particular, the firm may represent the Bank on certain unrelated transactions not involving FMLC. From time to time, we may represent the firms which may underwrite FMLC's bonds, notes or other obligations (and other financial institutions and the Bank hired by FMLC) on financings for other governmental entities or entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and we can effectively represent FMLC and the discharge of our professional responsibilities to FMLC will not be prejudiced as a result. This is the case either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. FMLC expressly acknowledges such other representations consistent with the circumstances herein described. FMLC acknowledges and agrees that our role as bond counsel, disclosure counsel, or counsel to any other local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, bond counsel, or counsel to other clients of ours will not per se be construed as a conflict or be objectionable to FMLC. Execution of this letter will signify FMLC's consent to our representation of the Bank in certain unrelated transactions for purposes of Rule 4-1.7(b)(4) of the Rules regulating The Florida Bar.

FEES

Although we will be acting as bond counsel on behalf of the FMLC, the Issuer will be responsible for paying our legal fees from the proceeds of the Bonds. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing in connection therewith; (iv) the responsibilities we will assume, and (v) the terms of the FMLC's bond counsel arrangements, our fee will be \$17,500, plus \$1,000 for expenses.

Our fee is usually paid at the closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If this transaction is delayed beyond January 1, 2014, we reserve the right to present to you for payment an interim statement.

If the financing is not consummated, we understand and agree that we will not be paid; however, we expect that all reasonable out-of-pocket expenses are subject to reimbursement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original letter for your files. We look forward to working with you.

BRYANT MILLER OLIVE P.A.

By: *JoLinda Herring*

JoLinda Herring
Shareholder

Accepted and Approved:

TOWN OF LAKE PARK, FLORIDA

By: _____
Title: _____
Date: _____

FLORIDA MUNICIPAL LOAN COUNCIL

By: _____
Title: _____
Date: _____

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2013

Agenda Item No. Tab 11

Agenda Title: Requesting the Town Commission's Support of a Draft Resolution Opposing Unfunded State Mandates on Cities as Requested by the Florida League of Cities.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on Reading, Other.

Approved by Town Manager [Signature] Date: 1/15/13
DALE S. SUGERMAN / TOWN MANAGER

Table with 3 columns: Originating Department, Costs, Attachments, Advertised, Notification, and Initials.

Summary Explanation/Background:

Commissioner Longtin has requested that this draft resolution opposing unfunded state mandates on cities, as forwarded to the Town by the Florida League of Cities, be considered by the Town Commission for adoption.

Recommended Motion: TBD

DRAFT RESOLUTION OPPOSING UNFUNDED STATE MANDATES ON CITIES

2012-_____

A RESOLUTION OF THE [CITY/TOWN/VILLAGE OF _____] OPPOSING UNFUNDED STATE MANDATES ON CITIES.

WHEREAS, the [City/Town/Village of _____] is concerned with the negative impacts unfunded state mandates have on the services provided by cities and with the fiscal impacts they have on local taxpayers; and

WHEREAS, an unfunded state mandate is generally defined as a state law requiring a city to spend funds or to take an action requiring the expenditure of funds without the state providing an adequate funding source; and

WHEREAS, unfunded state mandates continuously force cities to adjust local service priorities and raise local taxes and fees to pay for such unfunded mandates; and

WHEREAS, cities are forced to pass the increased costs associated with unfunded state mandates to the citizens and taxpayers of the city; and

WHEREAS, the priorities and programs of local citizens of cities are often curtailed when limited local funds must be diverted to pay for unfunded state mandates; and

WHEREAS, unfunded state mandates are not fair to local property owners or elected city officials who are trying to address local priorities and problems with a limited amount of financial resources; and

WHEREAS, prior to 1990 the state legislature passed hundreds of unfunded state mandates on to cities; and

WHEREAS, the citizens of Florida passed a state constitutional amendment in 1990 to limit the ability of the state legislature to pass unfunded state mandates on to cities (Article VII, Section 18, Florida Constitution); and

WHEREAS, even with the 1990 state constitutional amendment to limit unfunded state mandates, the state legislature continues to pass unfunded mandates under various exceptions to the law; and

WHEREAS, the following unfunded state mandates serve as examples of mandates cities across the state are required to comply with or to fund:

- **Police Officer and Firefighter Pensions, Chapters 175 and 185, F.S.** In 1999, the state legislature mandated that cities use any increases in insurance premium tax revenues to provide additional, "extra pension benefits" in police officer and firefighter pension plans. These extra benefits are in addition to benefits already provided. In aggregate numbers, it is estimated that cities have had to provide over \$500 million in "extra pension benefits" to firefighters and police officers since 1999.
- **Workers' Compensation and Disability Pensions, Section 112.18, F.S.** This mandate establishes a disability presumption for firefighters and police officers who suffer any health condition caused by hypertension or heart disease. The presumption is that the condition occurred because of the job and the legal presumption is nearly impossible to overcome. This mandate has dramatically increased city funding requirements relating to workers' compensation and disability pensions.
- **Group Health Insurance – Section 112.0801, F.S.**, requires cities, and other governments, to offer subsidized health, hospitalization and other insurance coverage to city retirees. This is a significant mandate, as it requires governments to offer their retirees health and hospitalization insurance at artificially low rates to the retiree, thereby making the employer pay the difference.

- Environmental Regulation – Chapter 403 includes numerous state mandates to cities in the area of environmental regulation. Section 403.064, F.S., requires cities applying for a permit for a domestic wastewater treatment facility to prepare a water reuse feasibility study. Cities must implement water reuse, if feasible, and prepare an annual water reuse report to the Department of Environmental Protection. Section 403.067 is a joint state and federal mandate that requires cities to reduce nonpoint source pollution reductions from stormwater runoff and septic tanks. The cost of retrofits for stormwater alone is estimated in the hundreds of millions. Section 403.0891 requires cities to develop a stormwater water management program within their comprehensive plans. Section 403.702 requires cities to plan and provide solid waste management and requires them to determine the “full cost” for providing resource recovery, recycling and disposal. This section also requires cities to develop and implement recycling programs.
- State Building Code – Chapter 553, Part IV, F.S., requires each city to adopt and enforce the state building code. Cities must use employees “certified” by the state to enforce the code. Cities must also add a “surcharge” to every building permit, which is used by the state to oversee the enforcement of the codes.
- Effective Public Notice – various Florida statutes require cities to purchase ad space in newspapers as the only method of meeting public notice requirements, even when equally effective and lower cost alternatives are available.
- Agency Rules – State agencies often propose rules that have significant fiscal impacts on cities. Recent examples include irrigation rules proposed by various water management districts, energy efficient land use rules and “need” based population analysis rules. In many instances cities must file administrative challenges just to get the agency to reconsider or reduce the fiscal impact.
- Consultants Competitive Negotiations Act – Section 287.055, F.S., requires a city to proceed through an extensive selection and negotiation process when it retains architects, engineers, landscape architects, or surveyors and mappers. Bids are based on qualification with no consideration of cost.

WHEREAS, the [City/Town/Village of _____] requests the state legislature to make reasonable and responsible changes to current state laws to eliminate existing unfunded state mandates on cities, and further requests the state legislature to honor the intent of the 1990 state constitutional amendment restricting unfunded state mandates and not pass any unfunded state mandates in the future.

NOW, THEREFORE, BE IT RESOLVED BY THE [COUNCIL/COMMISSION] OF THE [CITY/TOWN/VILLAGE OF _____], FLORIDA:

Section 1. That the [City/Town/Village of _____] hereby requests the Florida Legislature to make reasonable and responsible changes to current laws to eliminate existing unfunded state mandates on cities.

Section 2. That the [City/Town/Village of _____] hereby requests the Florida Legislature to honor the intent of the 1990 state constitutional amendment restricting unfunded state mandates and not pass any unfunded state mandates on cities in the future.

Section 3. That the [City/Town/Village of _____] urges the Governor to approve any legislation making reasonable and responsible changes to current state laws to eliminate existing unfunded state mandates on cities.

Section 4. That the [City/Town/Village of _____] Clerk is directed to transmit a copy of this resolution to Governor Rick Scott, the Florida Legislature, and the Florida League of Cities, Inc.

Section 5. That this resolution shall be effective upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE [COUNCIL/COMMISSION OF THE CITY/TOWN/VILLAGE OF _____], FLORIDA, THIS _____ DAY OF _____, 2012.