



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 2, 2016,  
Immediately Following the  
CRA Board Meeting,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

This time is provided for addressing 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.

E. **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.

1. Regular Commission Meeting Minutes of February 17, 2016 Tab 1

2. Resolution No. 08-03-16 Authorizing the Mayor to Execute an Interlocal Agreement (ILA) between the Town and the School Board of Palm Beach County for Coordinated School Planning Tab 2

3. Resolution No. 09-03-16 Authorizing the Mayor to Execute the First Amendment to the Interlocal Agreement R-2006-0512 between Palm Beach County and the City of Palm Beach Gardens, the Town of Jupiter, the Town of Mangonia Park, the Town of Lake Park, and the City of Riviera Beach creating the Bioscience Land Protection Advisory Board, Extending the Term of the Board through March 14, 2026. Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None

H. NEW BUSINESS:

4. Resolution No. 10-03-16 Authorizing the Execution of Amendment to CPZ Architects, Inc. Contract for Architectural and Engineering Services Associated with the Kelsey Park and Lake Shore Park CDBG Funded Projects. Tab 4

5. Resolution No. 11-03-16 Authorizing the Execution of an Agreement between the Town of Lake Park and Palm Beach County for the use of \$437,555.00 in Fiscal Year 2014, 2015, 2016 CDBG Funds for Kelsey Park and Lake Shore Park Improvements Tab 5

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 16, 2016

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 2, 2016

**Agenda Item No.** *Tab 1*

**Agenda Title: Regular Commission Meeting Minutes of February 17, 2016**

- SPECIAL PRESENTATION/REPORTS  **CONSENT AGENDA**
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

**Approved by Town Manager** *[Signature]* **Date:** 2-22-16

*Vivian Mendez - Town Clerk*  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Agenda meeting minutes</b> <b>Exhibits "A - F"</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>V.M.</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

**Recommended Motion:**

To approve the Regular Commission Meeting Minutes of February 17, 2016.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, February 17, 2016, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Recognizing Palm Beach County Sheriff's Office Deputy Sherry Baker Tab 1
2. Proclamation Recognizing Palm Beach County Sheriff's Office Deputy Tom McElroy Tab 2
3. Proclamation Recognizing Palm Beach County Sheriff's Office Volunteer Seth Poignant Tab 3
4. Update Presentation by the Palm Beach County Sheriff's Office Citizens on Patrol (C.O.P) Tab 4

**D. PUBLIC COMMENT:**

This time is provided for addressing 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.

**E. 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.**

- 5. Joint Workshop between Library Board and Town Commission Minutes of February 3, 2016 Tab 5
- 6. Regular Commission Meeting Minutes of February 3, 2016 Tab 6
- 7. Proclamation Recognizing Eating Disorders Awareness Week from February 22 - 28, 2016 Tab 7
- 8. Resolution No 07 -02-16 Supporting municipalities to cooperate with other Local Governments to Develop a Boat lift at the C51 Canal also known as the Blue Wave Initiative. Tab 8

**F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

None

**G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**

- 9. Ordinance No. 02-2016 Creating Chapter 71 Entitled Murals, Providing for the Authorization of Building Owners within the Town’s Park Avenue Downtown District to display Murals on their Buildings. Tab 9

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK’S PARK AVENUE DOWNTOWN DISTRICT TO DISPLAY MURALS ON THEIR BUILDINGS; PROVIDING FOR THE CRITERIA TO BE APPLIED FOR THE DISPLAY OF MURALS ON BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 10. Ordinance No. 03-2016 Creating Article IV of Chapter 22 Entitled Panhandling Tab 10

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED “PANHANDLING”; PROVIDING FOR AN INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE REGULATION OF CERTAIN CONDUCT; PROVIDING FOR CODIFICATION; PROVIDING FOR**

**SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. QUASI-JUDICIAL HEARING(S) – RESOLUTION:**

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

**11. Resolution No. 06-02-16 A Site Plan and the Special Exception Use of a Laundromat for the property located in the C-2 Zoning District at 1440 10<sup>th</sup> Street. Tab 11**

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

**\*\*\*\*\* CLOSE PUBLIC HEARING \*\*\*\*\***

**I. OLD BUSINESS:**

**12. Agreement for Town Attorney Services for the Town of Lake Park Tab 12**

**J. NEW BUSINESS:**

**13. Request for Approval of the Renewal of the License Agreement between the Town of Lake Park and the Burt Reynolds Institute of Film and Theatre (BRIFT) Tab 13**

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

**L. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, March 2, 2016**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, February 17, 2016, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 17, 2016 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

**SPECIAL PRESENTATIONS/REPORTS**

**1. Proclamation Recognizing Palm Beach County Sheriff's Office Deputy Sherry Baker.**

Mayor DuBois presented Deputy Sherry Baker with the proclamation. Deputy Sherry Baker thanked the Town and stated that it was her honor to represent the Sheriff's Office and the Town of Lake Park.

**2. Proclamation Recognizing Palm Beach County Sheriff's Office Deputy Tom McElroy.**

Mayor DuBois presented Deputy Tom McElroy with the proclamation. Deputy Tom McElroy thanked the Town of Lake Park and announced that he would be retiring this year.

**3. Proclamation Recognizing Palm Beach County Sheriff's Office Volunteer Seth Poignant**

Mayor DuBois presented volunteer Seth Poignant with the proclamation.

**4. Update Presentation by the Palm Beach County Sheriff's Office Citizens on Patrol (C.O.P).**

Palm Beach County Sheriff's Office (PBSO) Captain Michael Kirschner, Commanding Officer Community Services Division gave a presentation (see Exhibit "A"). Vice-Mayor Glas-Castro asked why the Town was not considered a "home unit". Captain Kirschner explained that to be considered a home unit the Town would be a gated community or it would have a private security entity, which among other things would pay for their own fuel. He continued the presentation and explained how the Town could have its own Rover Unit. He stated that the Rover Unit would need at minimum 30 members, which would each need to cover 3 hours a week, attend monthly meetings, and attend training. Volunteer Coordinator Adele Abbott introduced herself and asked the Commission for

their support in obtaining contact information of community members that are activists, because coming from the outside it was difficult to obtain contact information. She explained that they have a unit called Volunteers Against Scams Team (VAST) who provide the community with awareness of volunteering. Commissioner Flaherty asked if there were flexible hours that a volunteer could contribute to the program. Ms. Abbott explained that there was a minimum requirement of three (3) hours a week per member, which could be split up. She explained that the hours are weekends, nights, and days, whenever a person could volunteer. Commissioner Flaherty asked if the routes are designated by the person or are the routes provided to the volunteer. Ms. Abbott explained that they are flexible with the route within the Town. Captain Kirschner explained that a volunteer would receive training on how to be the extended eyes and ears for PBSO in the community. Ms. Abbot explained that volunteers were not trained to confront anyone; they do not carry weapons, and are taught to observe and report. Commissioner Flaherty asked what other small communities, like the Town of Lake Park, have minimum requirements. Captain Kirschner stated that the City of Greenacres was a new community that has joined the unit. He stated that over the years PBSO has learned that without the minimum requirements the program does not sustain in the community. Commissioner O'Rourke asked follow up questions regarding the Town no longer having its own Rover unit. Captain Kirschner explained the history of the Town's unit and that it lost many of its volunteer during the recession. Commissioner O'Rourke asked when the minimum requirement for volunteers changed to 30 members. Captain Kirschner explained that the minimum number of members was established several years ago. Vice-Mayor Glas-Castro expressed concern with the lack of support from PBSO in recruiting members. She asked what were PBSO going to do now to recruit more members. Captain Kirschner respectfully disagreed with the Vice-Mayor and explained that PBSO would be placing posters and links on the Town's website, which would provide volunteers with information on the program. He explained why members are asked to patrol outside of the Town. Commissioner Rapoza expressed concern that PBSO has employees that do recruitment and there has been a lack of recruitment efforts on behalf of PBSO for the Town. Captain Kirschner explained that PBSO does not have staff to recruit volunteers. Ms. Abbott explained that PBSO would be looking for volunteer in the geographical area that has a voice in their community, which will attract additional members. Mayor DuBois asked if they were provided with the list of community service groups. Captain Kirschner stated that they did not have that list. Mayor DuBois asked if the Town could reduce the number of members for the program if volunteers could meet the amount of hours to cover patrols. He gave an example that a person might want to cover more than three (3) hours. He stated that the Town has never had more than 15 members at one time.

Discussed ensued between the Commission, Ms. Abbott and Captain Kirschner regarding recruitment of volunteers for the Town. Mayor DuBois suggested that PBSO work with staff to recruit a small amount of volunteers that could still cover the amount of hours the Town would be requested to have for its own unit. Lieutenant Vassalotti asked for permission to place the recruitment poster in the lobby of Town Hall. Commission gave consensus to place the recruitment poster in the Town Hall lobby.

**PUBLIC COMMENT:**

1. Susan Ray, 301 Lake Shore Drive – expressed concern with the cell phone Tower at the Marina.
2. Curtis Lineman – expressed concern with the cell phone Tower at the Marina.

**CONSENT AGENDA:**

5. **Joint Workshop between Library Board and Town Commission Minutes of February 3, 2016**
6. **Regular Commission Meeting Minutes of February 3, 2016**
7. **Proclamation Recognizing Eating Disorders Awareness Week from February 22 - 28, 2016**
8. **Resolution No 07 -02-16 Supporting municipalities to cooperate with other Local Governments to Develop a Boat lift at the C51 Canal also known as the Blue Wave Initiative.**

**Motion: Commissioner Flaherty moved to approve the consent agenda; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:**

None

**PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**

9. **Ordinance No. 02-2016 Creating Chapter 71 Entitled Murals, Providing for the Authorization of Building Owners within the Town’s Park Avenue Downtown District to display Murals on their Buildings.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK’S PARK AVENUE DOWNTOWN DISTRICT TO DISPLAY MURALS ON THEIR BUILDINGS; PROVIDING FOR THE CRITERIA TO BE APPLIED FOR THE DISPLAY OF MURALS ON BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Opened:**

None

**Public Comment Closed:**

Town Manager D’Agostino explained the item (see Exhibit “B”). Commissioner Flaherty asked what a multi-unit property would be allowed to place on their property. Mayor DuBois explained that each unit would be considered individually and the property owner would have to ask permission to paint a mural across the multiple units. Commissioner O’Rourke explained that a two (2)-step process has been included in the Ordinance requiring the property owner to first, come before the Commission to request the placement of the mural, and secondly the property owner would have to show the Commission a rendering of the mural. The Commission would consider and vote on both processes. He expressed concern with having the mural 50-feet from the residential property and proposed that the Ordinance language include that the mural would be 50-feet from the parallel to the viewable surface of the residential structure. Mayor DuBois suggested that a time limit be established. Commissioner O’Rourke agrees with including a time limit. The time limit was extended to five (5)-years.

**Motion: Commissioner O’Rourke moved to approve Ordinance 02-2016 as amended to include that the mural would be 50-feet parallel to the viewable surface of the residential structure and that the time limit be five (5) years on second reading; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Attorney Baird read the Ordinance by title only.

**10. Ordinance No. 03-2016 Creating Article IV of Chapter 22 Entitled Panhandling.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED “PANHANDLING”; PROVIDING FOR AN INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE REGULATION OF CERTAIN CONDUCT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Opened:**

None

**Public Comment Closed:**

Town Manager D’Agostino explained the item (see Exhibit “C”).

**Motion: Commissioner O'Rourke moved to approve Ordinance No. 03-2016 on second reading; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Attorney Baird read the Ordinance by title only.

**QUASI-JUDICIAL HEARING(S) – RESOLUTION:**

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

Exparte Communication Disclosure:

Commissioner Rapoza had no ex-parte communication to disclose.  
 Commissioner Flaherty had no ex-parte communication to disclose.  
 Commissioner O'Rourke had no ex-parte communication to disclose.  
 Vice-Mayor Glas-Castro had no ex-parte communication to disclose.  
 Mayor DuBois had no ex-parte communication to disclose.

Town Attorney Baird swore in all witnesses.

**11. Resolution No. 06-02-16 A Site Plan and the Special Exception Use of a Laundromat for the property located in the C-2 Zoning District at 1440 10<sup>th</sup> Street.**

Town Planner Scott Shultz explained the item (see Exhibit "D"). Vice-Mayor Glas-Castro asked what was the need for another laundromat in the area. Mr. Haroon Sulaiman explained that the area has a large number of rental properties and the only other laundromat was an older business. He explained that his establishment would have newer equipment, security cameras, and it would be a family safe environment. Vice-Mayor Glas-Castro questioned the demographic study Mr. Sulaiman referenced in his application, which was based on his own opinion. Commissioner O'Rourke asked for additional clarification about each criteria. Commissioner Flaherty asked for clarification on the exterior of the building. Mr. Sulaiman explained that the exterior of the building would have minimum changes; the interior of the building would receive the majority of the construction. Commissioner Rapoza stated that she viewed the business as an advantage because there would be a dry cleaners and a restaurant in the area where patrons could wait. She suggested a companion business to the businesses that were already in the area. Commissioner O'Rourke questioned why each of the criteria in the staff report were also listed as the findings for meeting the criteria (see Exhibit "D"). He asked if there were any other comments that staff could provide regarding how each of

the criteria's were met. Town Planner Shultz asked for clarification of the question. Commissioner O'Rourke read each of the and staff's findings. Planner Shultz answered each of the Commissioners questions as the staff report was written. Vice-Mayor Glas-Castro asked questions regarding the equipment that would be used in the laundromat. She expressed concern with the application and the special exception requested. Mr. Suliaman pointed out that his business would enhance the dense peek to the area.

**Motion: Commissioner Rapoza moved to approve Resolution No. 06-02-16; Commissioner Flaherty seconded the motion.**

Commissioner O'Rourke expressed concern with the Commission considering to approve the laundromat business. Each of the Commissioners expressed their concerns with the location of the laundromat being on 10<sup>th</sup> Street, which was one of the gateways to the Town.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty		X	
Commissioner O'Rourke		X	
Commissioner Rapoza		X	
Vice-Mayor Glas-Castro		X	
Mayor DuBois		X	

Motion failed 0-5.

**OLD BUSINESS:**

**12. Agreement for Town Attorney Services for the Town of Lake Park.**

Town Manager D'Agostino explained the item (see Exhibit "E"). Attorney Baird explained that the only change to the contract was the hourly rate. Town Manager D'Agostino explained that the Finance Director has advised that additional funds would need to be added to the budget to accommodate the increase.

**Motion: Commissioner O'Rourke moved to approve the Town Attorney's agreement; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**NEW BUSINESS:**

**13. Request for Approval of the Renewal of the License Agreement between the Town of Lake Park and the Burt Reynolds Institute of Film and Theatre (BRIFT)**

Town Manager D’Agostino explained the item (see Exhibit “F”). Mayor DuBois recommended that the Commission be made aware of any performances conducted by BRIFT.

**Motion: Commissioner Rapoza moved to approve the renewal of the license agreement between the Town and the Burt Reynolds Institute of Film and Theatre (BRIFT); Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0

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

**Town Attorney Baird** thanked the Commission for their confidence.

**Town Manager D’Agostino** announced that the Easter Egg Hunt would take place on Saturday, March 26, 2016 at 10 a.m. in Kelsey Park. He asked the Commission for their consensus to have an Arbor Day proclamation placed on an upcoming agenda. The Arbor Day celebration would be April 29, 2016. He has received inquiries regarding when the newly elected officials would be sworn in. He stated that the Palm Beach County Supervisor of Elections would provide the Town with certified results of the election several days after the election. He stated that the Town could wait until the April 6, 2016 Commission meeting to swear-in the elected officials or have a special call meeting. He explained that the cell tower discussion item was scheduled for the March 16, 2016 Regular Commission meeting. Attorney Baird explained that the Commission could make a decision regarding the cell tower within 90 days of the completion of the application. He explained that the Planning & Zoning Board heard the cell tower item at its February 1, 2016 meeting. Commissioner O’Rourke suggested holding a special call meeting to swear-in the Commission. He suggested that the cell tower agenda item not be heard on March 16, 2016. Attorney Baird stated that staff would determine when the 90 days of completion of the applicant was. He stated that the Commission could take into consideration that additional time to consider the application may be needed. Commissioner O’Rourke suggested that a special call meeting be held to swear-in the Commission and the cell tower item be heard on another night. Town Manager D’Agostino suggested that the special meeting be held on March 30, 2016.

**Commissioner O’Rourke** had no comments.

**Commissioner Rapoza** was saddened to announce that one of the COP members, Carl Cann, recently passed. She asked for the status of House Bill 7595 which would mandate that municipal elections be held in November. Town Manager D’Agostino stated that Palm Beach County League of Cities did not support the Bill and if the Commission’s

desire was to have him write a letter not supporting the Bill he would do so. He stated that he has not heard an update on the Bill. Commissioner Rapoza asked for a status on her request to consider an out-of-pocket expense stipend for meals and travel for the 2016/2017 Commission budget. Town Manager D'Agostino stated that the direction he was given by the Commission was to consider the item during the budget process.

**Commissioner Flaherty** thanked the volunteers and PBSO for their services. He thanked the public for speaking at the meeting. He was excited about the Easter Egg Hunt.

**Vice-Mayor Glas-Castro** announced that the Palm Beach County League of Cities next meeting would be in Atlantis. She stated that the Board of Directors meeting will begin at 9:00 a.m. and would be discussing the 1% sales tax increase. She stated that Sign-A-Rama gave praise about working with Town staff.

**Mayor DuBois** announced that a Chili Cook-Off was tentatively scheduled for April 30, 2016. He was contacted about scheduling an event in Town on another weekend in April and he suggested that another date be chosen by the event coordinator.

### **ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 9:18 p.m.

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Mayor James DuBois

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Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2016



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "A"

Meeting Date: February 17, 2016

Agenda Item No. Tab 4

Agenda Title: Updated Presentation by PBSO on Citizens on Patrol

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

Approved by Town Manager *John O. D'Agostino* Date: 2-3-16  
John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_JOD_____ OR Not applicable in this case ____ <b>Please initial one.</b>

**Summary Explanation/Background:** At the last scheduled Commission meeting (February 3, 2016), Commission members requested the Palm Beach Sheriff's Community Service Division attend the February 17<sup>th</sup>, 2016 Commission Meeting. The purpose is to provide answers as for the lack of COP coverage in Lake Park. The Commission Members have questions regarding the validity of statistical information provided at the last meeting. Commission members desire a greater presence of COP volunteers in Lake Park and desire answers as to why 84 hours a month are dedicated to Lake Park.

**Recommended Motion:** No Motion is necessary.

Exhibit "A"



**Captain Michael L.C. Kirschner**  
**Commanding Officer, Community Services Division**  
**and**  
**Volunteer Coordinator Adele Abbott**

Wednesday, February 17, 2016

# **Community Services Division**

- **Police Athletic League**
  - Cabana Colony Youth Center (Palm Beach Gardens)
  - Belle Glade Youth Center
- **Parks Liaison Deputy Team**
- **Graffiti Eradication Unit**
  - Criminal Investigations
- **Crime Prevention Practitioner Unit**
- **Community Policing Liaison/Trainer**
- **Community Relations Unit**
- **Alternative Intervention Services**
  - Juvenile First Offender Program
  - Youth Intervention Services
- **Volunteer Services Unit**



# Volunteer Services Unit

- **Total Volunteers = 1,891**
- **COP Component:**
  - 51 Home Units
  - 9 Rover Units
  - 12 Specialty Units

As of: 2-15-2016

## **COP in Lake Park**

- Lake Park Rover COP Unit #8
  - December 2001 = established
  - February 2014 = disestablished
- North Rover Unit #68 establishes a 68D patrol car for Lake Park



**Palm Beach County Sheriff's Office Volunteer Services**  
**Sheriff Ric L. Brodsky**  
**NEEDS YOU TO Volunteer at PBSO!**



The Palm Beach County Sheriff's Office established the volunteer program in 1989. The program has grown to over 2,000 citizens serving as the "eyes and ears" throughout unincorporated Palm Beach County. Volunteers also serve in many administrative departments across the agency, from vehicle maintenance to the crime lab to assisting detectives.

**The Citizen Observer Patrol (COP)** is a volunteer unit of the Palm Beach County Sheriff's Office. The program is comprised of over 80 individual COP units from neighborhoods much like your own.

- Volunteers wear distinctive uniforms and drive specially marked vehicles
- Each COP vehicle is equipped with a radio and police scanner

**Volunteer Emergency Response Team (VERT)**

- 24/7 Call-out commitment
- Travel county-wide
- Able to stand in all weather conditions for hours
- Direct traffic on major roadways
- Attend monthly meetings and training
- Be flexible

**Bike Patrol**

- Must be proficient at riding a 2 wheel bicycle
- Ride hike with cell phone and COP radio

**Parking Enforcement Specialist (PES)**

- Attend a state certified 2 day course
- 12 hour PES field training
- Capable of attending traffic court

**Honor Guard**

- Attend specialty functions
- Attend last minute requests
- Attend training and additional meetings

**Special Events**

- Work on various projects
- Enjoys communicating with people
- Available for weekend events
- Work with PBSO deputies

**Rovers**

- Patrol throughout the unincorporated areas of the county
- Assist motorists in distress
- Assist with traffic crashes
- Conduct directed patrols in identified crime areas

**Traffic Monitoring**

- Monitor speeds on roadways throughout the county
- Trained on the use of radar
- Attend monthly unit meetings
- Report excessive speed zones for future traffic enforcement

**Crime Prevention Unit**

- Established to assist crime prevention deputies with various programs such as: Business Partnership, Identity Theft and other activities.

We hope you will consider being a part of our award winning organization where you can utilize your own life skills and learn some new ones, while feeling the pride of being part of the PBSO family. Volunteering not only fosters a great feeling of accomplishment, it helps your community become a safer place.

**Community Information Team**

- Staff various safety and crime prevention events countywide to promote Crime Prevention by distributing and discussing crime prevention brochures and program information.

**Victim Outreach Team**

- Contact victims of robberies and burglaries offering either an "on phone business security evaluation" or having a certified Crime Prevention Deputy do a site review, or sending out related pertinent crime prevention brochures.

**Marine Unit**

- Must complete a USCG class within 6 months of appointment
- Must have previous boating experience.
- Must be able to swim 50 yards and tread water for 5 min.
- Must be prepared to stay longer than required 3 hour tour.
- Must successfully complete crew member tasks within 6 months of appointment
- Must be able to lift 50 lbs and get in and out of boat without assistance.

**Dispatchers**

- Dispatch from your home
- All equipment is provided
- Work one three-hour shift per week between 0700 - 2200
- Become a part of the action where you are involved with every call

**Mounted Unit**

- Patrol unincorporated areas on horseback
- Assist in special events
- Must be able to patrol on horseback a minimum of 3 hours a week
- Must be willing to participate in special events
- You and your horse must attend basic training

**Airport Unit**

- Patrol terminals, both in and out of uniforms.

**Media Unit**

- Writing and computer skills.
- Photography skills.

**Administrative Volunteers**

- Placed throughout the agency in almost every department to assist with clerical and specialized duties.



**Friends of the Volunteers Inc.**

A 501(c)3 non-profit established to benefit the volunteers and provide support for the volunteer program at the Palm Beach County Sheriff's Office. Contact 561-317-7624 for more information.



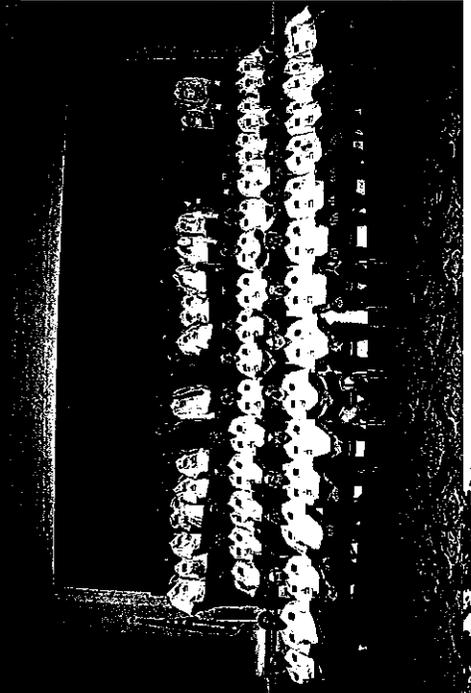
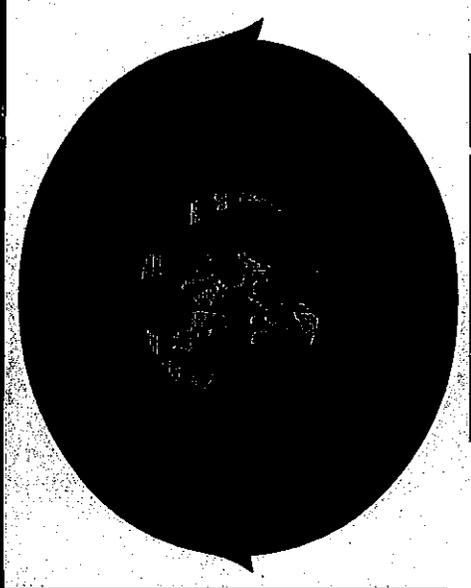
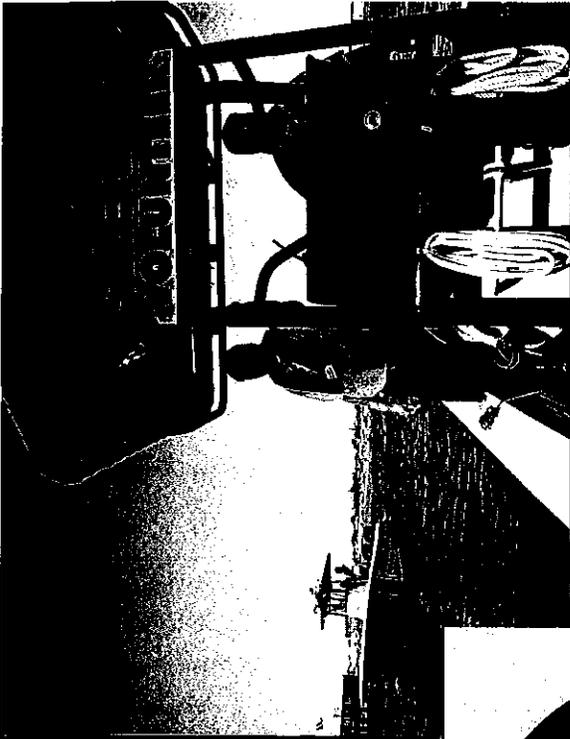
**Palm Beach County Sheriff's Office**

**Volunteer Services Unit**

2601 South Military Trail, Suite 29  
 West Palm Beach, Florida 33415-7510  
 Phone: 561-433-2003 Fax: 561-357-4695  
 E-mail: Volunteer.Services@pbsso.org

# The Way Ahead

- Lake Park Official Webpage
- District 10-Lake Park
- Library
- Town Hall
- Exclusive Comcast TV Channel for Lake Park
- Fraternal Order of Eagles Lake Park
- Northern Palm Beaches Rotary
- Lake Park Kiwanis Club
- Bethlehem Haitian Baptist Church/Club 100
- Veterans of Foreign Wars Lake Park
- HOAs





Town of Lake Park Town Commission

*Exhibit "B"*

Agenda Request Form

Meeting Date: February 17, 2016

Agenda Item No. *Tab 9*

**Agenda Title:** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK'S PARK AVENUE DOWNTOWN DISTRICT TO DISPLAY MURALS ON THEIR BUILDINGS.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2<sup>nd</sup> READING – PUBLIC HEARING**
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *Vivian M... Town Clerk* Date: *2/9/16*

*Nadia Di Tommaso / Community Development Director*  
Name/Title

<b>Originating Department:</b>  <b>Community Development</b>	Costs: \$ <b>Legal Ad</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Ordinance 02-2016 Legal Ad</b>
<b>Advertised:</b> Date: <b>February 7, 2016</b> Paper: <b>Palm Beach Post</b> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>ND</i> OR Not applicable in this case <b>Please initial one.</b>

Summary Explanation/Background:

**TOWN COMMISSION 1<sup>st</sup> READING: February 3, 2016 – Approved (5-0)** with recommended changes which have been incorporated and highlighted in **yellow** in the enclosed Ordinance. The changes include:

- Limiting the mural area to the Park Avenue Downtown District (PADD).
- Providing a 50-foot setback to residential structures, measured from the exterior edge of the nonresidential building wall upon which the mural is proposed, to the exterior edge of the closest residential building wall.

- Allow the Applicant to indicate their desired duration for the mural on the mural permit application. Final determination on duration shall be made by the Town Commission.
- Allow for a cash security deposit in the amount of \$1,500 instead of a letter of credit in the amount of \$1,500 per the Town Manager's request and in an effort to ensure the best possible security.
- Allow for a two-step permit approval process whereby the first step allows the Town Commission to review the proposed location of the mural and if approved, the second step would allow the Town Commission to review the mural itself. A certified mail notice to all property owners within 300 feet of the proposed mural location remains in the Ordinance as a requirement at the beginning of the process. It should include both meeting dates.

## **PROPOSAL**

Throughout 2015, murals were discussed by the Town Commission. They were discussed in an attempt to introduce the concept of wall art on structures within the Town's Community Redevelopment Area (CRA). The intent of this Ordinance is codify certain provisions that would enable business owners to apply for murals that are strictly art-related without any business signage. Some key elements of the proposed Ordinance include:

- Emphasis on content neutral messages.
- Distance separation of 50 feet to residential structures.
- Initial application and fee (\$250) requirements involving Community Development Department initial review and final approval by the Town Commission – includes proof of public liability insurance for applicants who are corporations, limited liability companies or partnerships in the amount of \$1,000,000 and a letter of credit in the amount of \$1,500 to ensure the Town is able to collect in the event the mural is found to be in non-compliance with any mural provisions.
- Maximum size not to exceed 80% of a wall, and in no event more than 10,000 square feet with predominantly pictorial images without text.
- Maximum duration must be requested by the Applicant on the application form and final determination is at the discretion of the Town Commission (additional fees may apply depending on the maximum duration granted per the Ordinance).
- Maintenance and enforcement provisions whereby the mural is required to be maintained in good repair, or is subject to the Town's code enforcement proceedings.

Please refer to the complete proposed Ordinance found [herein](#).

**Recommended Motion: I move to ADOPT Ordinance 02-2016 on second reading.**



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "C"*

Meeting Date: February 17, 2016

Agenda Item No. *Tab 10*

**Agenda Title:** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED "PANHANDLING".

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - ORDINANCE ON 2<sup>nd</sup> READING**
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *N. Di Tommaso* Date: *2-8-16*

*Nadia Di Tommaso / Community Development Director* *ND*  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Community Development</b></p>	Costs: \$ <b>Legal Ad</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>Ordinance 03-2016 Legal Ad</b></p>
<b>Advertised:</b> Date: <b>February 7, 2016</b> Paper: <b>Palm Beach Post</b> <input checked="" type="checkbox"/> <b>Not Required</b>	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 <p style="text-align: center;"><i>ND</i></p> or Not applicable in this case  <b>Please initial one.</b>

**Summary Explanation/Background:**

**TOWN COMMISSION 1<sup>st</sup> READING: February 3, 2016 (APPROVED 5-0)**

Staff was approached by the Palm Beach County's Sheriff's Office regarding the implementation of a panhandling Ordinance similar to the Ordinances adopted by Palm Beach County and the Village of North Palm Beach. Since the Town has certain *hot-spots* for panhandlers and some of these *hot-spots* present life-safety and public welfare concerns, specifically when panhandlers are soliciting in roadway medians or at Automatic Teller Machines, the Town Attorney reviewed those Ordinances that have already been

enacted and has recommended that the Town adopt a similar Ordinance. This Ordinance, in part, prohibits panhandling (solicitation) pursuant to the following:

1. No person shall panhandle in an aggressive manner within the Corporate Limits of the Town.
2. No person shall panhandle within twenty (20) feet of any automated teller machine, an entrance or exit to a banking facility, or an entrance or exit to a business establishment open to the public or a governmental building.
3. No person shall panhandle when either the person soliciting or the person being solicited is at a bus stop or within a public transportation vehicle.
4. No person shall panhandle in any parking lot or parking garage.
5. No person alongside or within the median of any roadway shall panhandle from any occupant of a motor vehicle that is on a roadway nor shall any person stand alongside a roadway or within the median for the purpose of panhandling.
6. No person shall panhandle on private property without the permission of the owner.

Please refer to the complete proposed Ordinance found herein.

**Recommended Motion: I move to ADOPT Ordinance 03-2016 on second reading.**



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "D"

Meeting Date: February 17, 2016

Agenda Item No. Tab 11

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND THE SPECIAL EXCEPTION USE OF A LAUNDROMAT FOR THE PROPERTY LOCATED IN THE C-2 ZONING DISTRICT AT 1440 10<sup>TH</sup> STREET.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_ READING
- NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. Di Tommaso* Date: 2-9-16

Nadia Di Tommaso / Community Development Director *ND*  
Name/Title

<p><b>Originating Department:</b> Community Development</p>	<p>Costs: \$ Application (\$750 plus escrow); Legal Ad (\$144.48); and Certified Mail (134.80)</p> <p>Funding Source: <b>Applicant Escrow Account</b></p> <p>Acct. # 4939</p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Staff Report</li> <li>→ Resolution <u>06-02-16</u></li> <li>→ Copy of Applicant's Application, including proposed Site Plan (SP-1)</li> <li>→ Legal Ad and Certified Mail Notice</li> </ul>
<p><b>Advertised:</b> Date: <b>January 22, 2016</b> Paper: <b>Palm Beach Post</b> <input type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone <u>ND</u> or Not applicable in this case _____</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:** PLEASE SEE STAFF REPORT.

**Recommended Motion:** I MOVE TO APPROVE THE PROPOSED SITE PLAN AND SPECIAL EXCEPTION USE OF A LAUNDROMAT TO BE LOCATED AT 1440 10<sup>th</sup> STREET WITH THE CONDITION OF APPROVAL PROPOSED BY STAFF.



Town of Lake Park  
Town Commission  
Meeting Date: February 17, 2016

Staff Report

**SPECIAL EXCEPTION APPLICATION FILED BY HAROON SULAIMAN  
FOR THE SPECIAL EXCEPTION USE OF A LAUNDROMAT TO BE  
LOCATED IN THE C-2 BUSINESS DISTRICT**

**BACKGROUND INFORMATION:**

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**Applicant:** Haroon Sulaiman [Applicant]  
**Site:** 1440 10<sup>th</sup> Street [Site]  
**Owner of Site:** WOJO Corp.  
**Net Acreage:** .2756  
**Legal Description:** LAKE PARK ADD NO 2 LT 5 BLK 132  
**Current Zoning:** C-2 Business District  
**FLUM land use category:** Commercial

**Adjacent Zoning**  
**North:** C-2 Business District  
**South:** C-2 Business District  
**East:** C-1 Business District  
**West:** C-4 Business District

**Adjacent Existing Land Use**  
**North:** Commercial  
**South:** Commercial  
**East:** Commercial  
**West:** Commercial Light Industrial

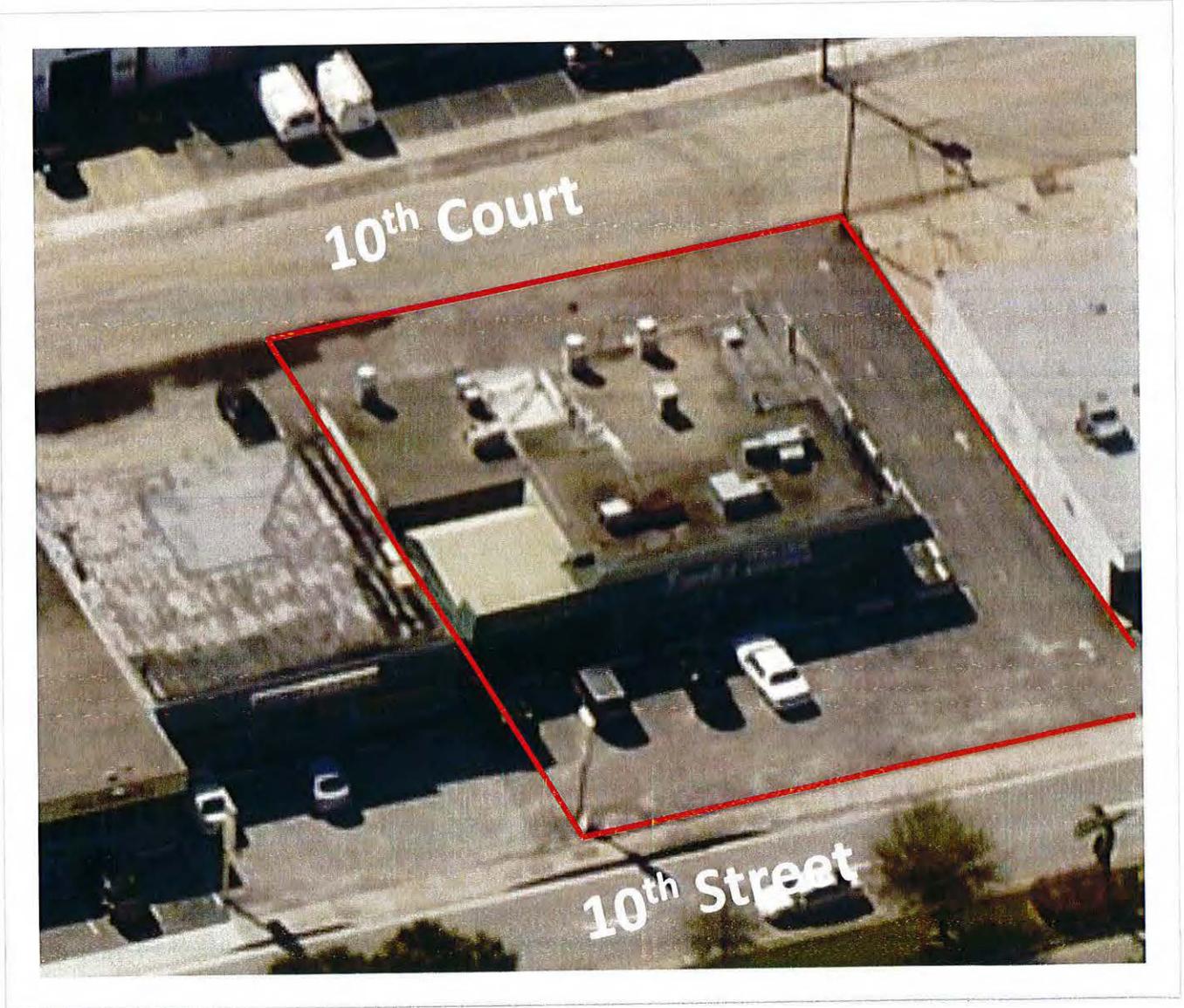
**PLANNING & ZONING BOARD MEETING:**

**Monday, February 1, 2016 - APPROVED 3-0** with staff condition of approval including a recommendation to add a bench, bike rack and trash receptacle, or any combination thereof at the front of the building if it does not impede with the proposed landscaping improvements. The Applicant agreed to this inclusion and has placed a notation on the Site Plan SP-1.



Town of Lake Park  
Town Commission  
Meeting Date: February 17, 2016

**FIGURE 1: Aerial View of Site**





Town of Lake Park  
Town Commission  
Meeting Date: February 17, 2016

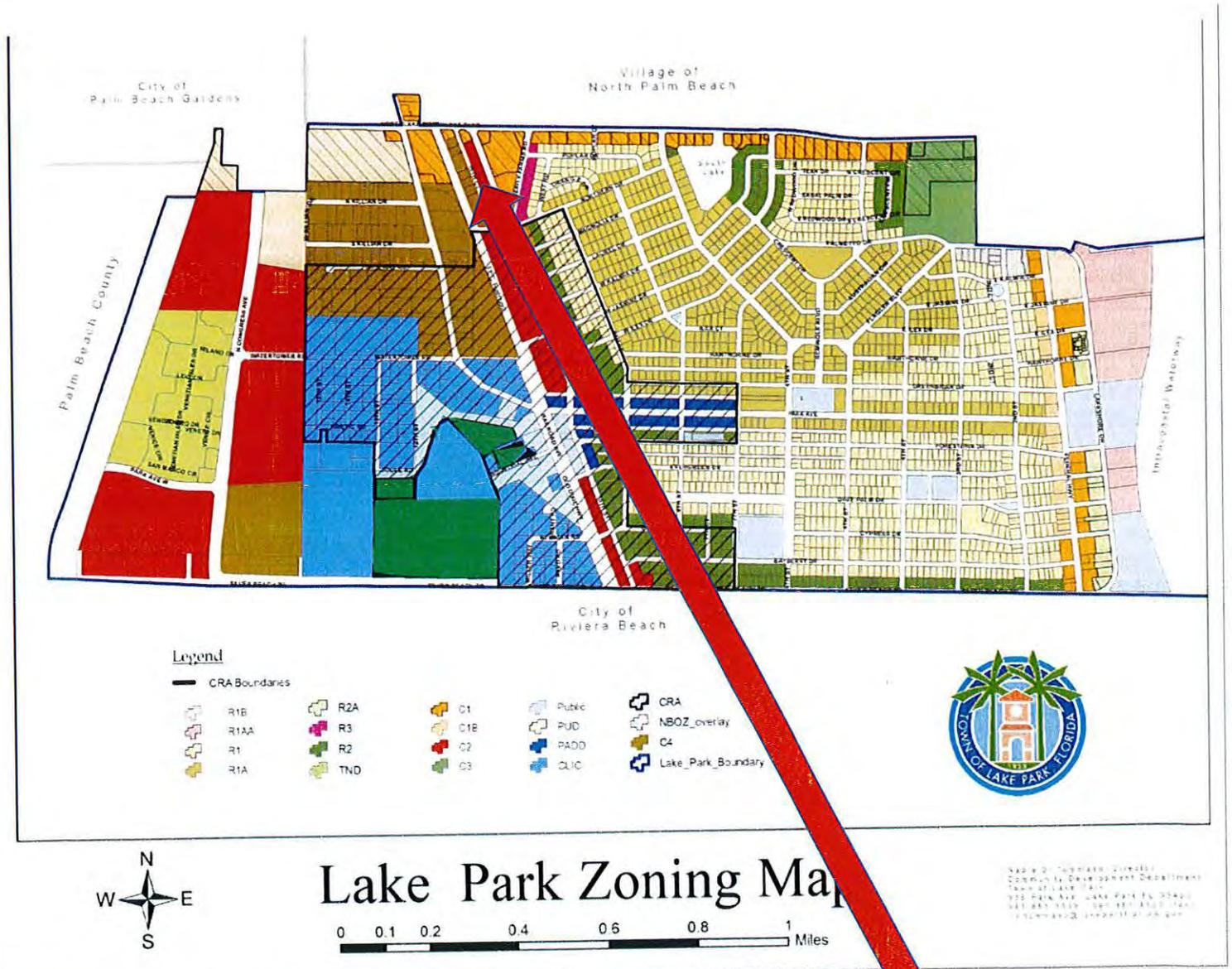
**FIGURE 2: Aerial View of Site within Town**





Town of Lake Park  
 Town Commission  
 Meeting Date: February 17, 2016

FIGURE 3: Town Zoning Map

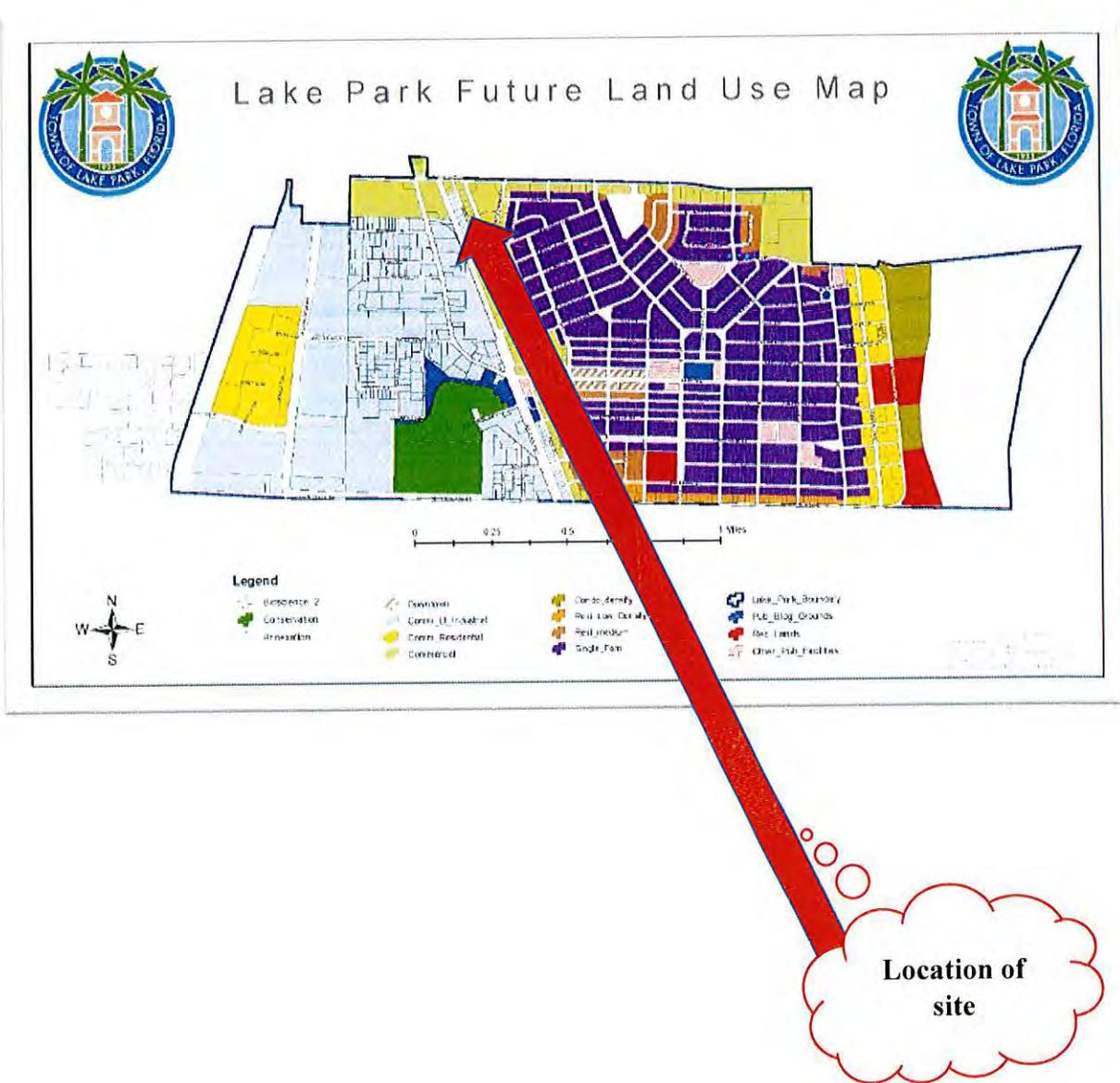


Location of site



Town of Lake Park  
Town Commission  
Meeting Date: February 17, 2016

FIGURE 4: Town Future Land Use Map (FLUM)



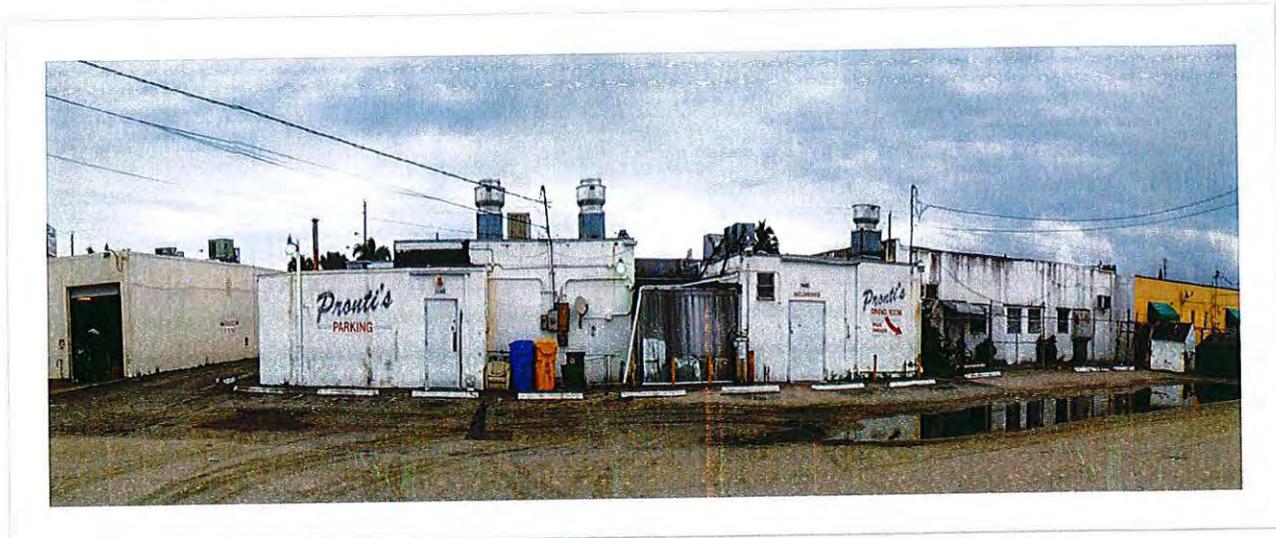


Town of Lake Park  
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**Figure 5: Panoramic view of site from 10<sup>th</sup> Street:**



**Figure 6: Panoramic view of site (rear facade) from 10<sup>th</sup> Court:**





**SUMMARY OF REQUEST:**

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The Applicant proposes to open a self-serve laundromat with additional drop off service located at 1440 10<sup>th</sup> Street. The hours of operation are tentatively scheduled for Monday through Friday from 7:30am to 10:00pm and 6:00am to 10:00pm on weekends, and adjusted depending on customer needs. The laundromat will initially be staffed with 2 to 4 employees and as the business grows more will be added. The applicant proposes to fully renovate the interior space, remove the walk-in refrigerator and enclose the patio openings facing 10<sup>th</sup> Street. Exterior improvements will consist of painting, pressure cleaning, landscaping, and screening rooftop mechanical equipment. Please refer to figure 6 below to proposed interior layout.

The building at the Site is 4,054 square feet and will be comprised of as follows:

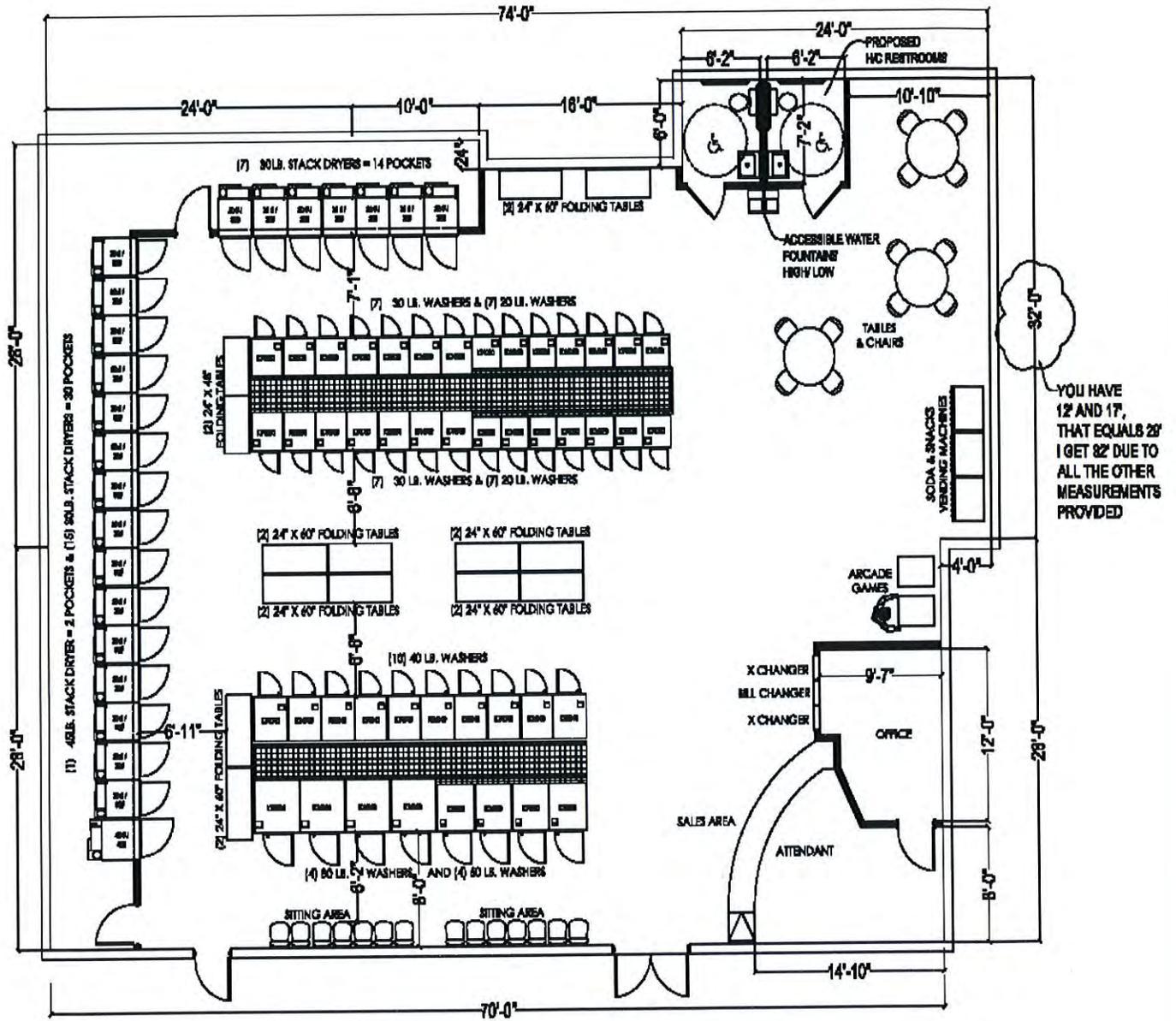
<b>Room</b>	<b>Size</b>
Customer area for wash, dry, fold and waiting	3,734 Square Feet
Employee's only area	282 Square Feet
Public restrooms	38 Square Feet

**Existing Conditions**

The site for the special exception use is located in the Commercial-2 (C-2) Business District along the west side of 10<sup>th</sup> Street between Northlake Boulevard and Northern Drive. The site is adjacent to the C-4 Business District to the west, the C-1 Business district to the east, and the C-2 Business to the north and south. The site is dimensioned at approximately 120' by 100' and has one primary structure that was constructed in 1966 that is currently utilized as a dine-in restaurant.



Figure 7: PROPOSED Interior Layout



YOU HAVE  
 12' AND 17',  
 THAT EQUALS 29'  
 I GET 82' DUE TO  
 ALL THE OTHER  
 MEASUREMENTS  
 PROVIDED

FRONT (facing 10<sup>th</sup> Street)





## ANALYSIS OF SPECIAL EXCEPTION CRITERIA

*The six criteria required for the granting of a Special Exception and staff comments to each are as follows:*

---

### Criteria 1

*The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.*

#### **Applicable Goals and Objectives:**

- |   |   |
|---|---|
| Chapter 3 Future Land Use, Objective 1, Policy 1.1: | j. Encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas;  |
|   | l. Facilitates the achievement of economic development, historic preservation, resource preservation, and other key goals.  |
| Chapter 3 Future Land Use, Objective 5:             | As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions. |

#### ***STAFF COMMENTS:***

The proposed special exception use is consistent with the Comprehensive Plan since it will facilitate economic development and will provide renovations and associated site improvements to an existing developed site.

***FINDING: CRITERIA MET***



**Criteria 2:**

*The proposed special exception is consistent with the land development and zoning regulations and all other portions of this code.*

Parking  
 78-145(g)

Schedule 78-142-1 requires ‘five spaces for each 1,000 square feet of enclosed gross floor area’ for this land use, which calculates to 19 required parking spaces inclusive of 1 ADA space as follows:

Requirement	Justification/calculation	Required parking spaces
<i>Five spaces for each 1,000 square feet of enclosed gross floor area.</i>	3,734 Sq. Ft. Customer Area	19
	320 Sq. Ft. Employee/Restroom Area	0

Since the Site is under 1 acre, the applicant requested staff to apply flexible development standards, per Section 78-325(b). This allows a 20% reduction in required parking calculated at 15 parking spaces inclusive of 1 ADA space as follows:

Requirement	Justification/calculation	Required parking spaces
<i>Section 78-325(b) – 20% reduction applied.</i>	3,734 Sq. Ft. Customer Area	15
	320 Sq. Ft. Employee/Restroom Area	0
<b>ADMINISTRATIVE REDUCTION GRANTED -</b>	<b>TOTAL</b>	<b>15 PARKING SPACES</b>

Circulation  
 78-142(c)(10)

The site is accessed from 10<sup>th</sup> Street on the east having a curb cut running the length of the parcel along this right of way. From 10<sup>th</sup> Street there is a one way drive aisle dimensioned at 15 feet that connects to 10<sup>th</sup> Court in the rear. The frontage along 10<sup>th</sup> Court is also configured with a curb cut running the distance on the parcel along the right of way.

Paving  
 78-142(c)(10)(f)  
 &  
 Striping

The site meets minimum paving standards and does not require repairs; however, the site must be restriped in accordance with current dimensional standards of the Land Development Code (LDC) to be compliant.

78-142(c)(10)(a)(i):

➤ The applicant will restripe the front and rear parking lots and drive aisle pursuant to Site Plan (SP-1).

Parking screening  
 78-253(1):

The site is an existing non-conforming site and there is no opportunity to screen the off street parking due to its configuration between two rights of way (10<sup>th</sup> Street and 10<sup>th</sup> Court). Additionally, a one way drive aisle runs along the northern side of the parcel from 10<sup>th</sup> Street to 10<sup>th</sup> Court. Parking and circulation take priority in the LDC since these elements are required for day-to-day operations.

Landscaping  
 78-253(a):

The site for the proposed special exception use has relatively no opportunity to add landscaping or perimeter landscape buffers due to building placement and the site circulation needs.



**Town of Lake Park  
Town Commission  
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	<p>The site can, however, accommodate a foundation planting buffer at 4' wide along the sidewalk that abuts the front façade with two crosswalks at a maximum width of 4' using brick pavers or other similar paved material. Applicant is proposing these improvements per Site Plan SP-1.</p>
<p>Signage 70-103(5):</p>	<p>The site has a non-conforming pole sign located along 10<sup>th</sup> Street and a non-conforming roof sign at the neighboring parcel located at 1442 10<sup>th</sup> Street.</p> <ul style="list-style-type: none"><li>➤ The Applicant will be removing the non-conforming signs pursuant to the notation on plan sheet SP-1.</li></ul>
<p>Building Height, Building Site Area, Minimum Floor Area &amp; Setbacks 78-71(2),(3), (4), &amp; (5):</p>	<p>The site for the proposed special exception use meets the requirements of the C-2 Zoning District as it relates to building height, building site area, minimum floor area, and setbacks.</p>
<p>Mechanical Equipment Screening 78- 335(4)</p>	<p>All rooftop mechanical equipment shall be located at a distance from the edge of a building and properly screened so as not to be visible from any street or adjoining property. Materials used for screening shall be compatible with the architectural style, color, and materials of the principal building.</p>

***STAFF COMMENTS:***

Staff finds that this application for a special exception use is consistent with land development and zoning regulations of Criteria 2 with the implementation of the following requirements:

1. The Applicant will restripe the front and rear parking lots and drive aisles pursuant to sheet SP-1.
2. The Applicant will remove the non-conforming pole and roof signs pursuant to sheet SP-1.
3. The Applicant will add foundation plantings pursuant to sheet SP-1.
4. The Applicant will screen any rooftop mechanical equipment visible from any street or adjoining property pursuant to sheet SP-1.

***FINDING: CRITERIA MET***



**Criteria 3**

*The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.*

Zoning & Future Land Use:	The proposed special exception use is compatible with the character and use of the C-2 Business District since this Zoning District promotes general commercial services similar to that of a laundromat. The proposed use is also compatible with the site's future land use designation of Commercial.
Hours of Operation:	Operating hours of the proposed special exception use is consistent with surrounding properties. Monday through Friday from 7:30am to 10:00pm and 6:00am to 10:00pm on weekends, and adjusted depending on customer needs
Traffic:	While a traffic study has not been submitted, PBC Engineering Division states that this type of use generally produces minimal changes to traffic. Therefore, the proposed special exception use is not anticipated to generate an increase in the intensity of traffic at and around the Site.
Location\Mass\Setbacks:	The proposed special exception use meets setbacks and dimensional requirements of its mass and height.

**STAFF COMMENTS:**

Staff finds that the proposed special exception use is compatible with the character and use of the surrounding properties.

**FINDING: CRITERIA MET**

**Criteria 4**

*The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.*

**STAFF COMMENTS:**

The proposed special exception use will not create a concentration or proliferation of the same or similar type of special exception use that is detrimental to the development or redevelopment of the area where it is being proposed. There is one existing laundromat located along 10<sup>th</sup> Street, approximately 713 feet south of the proposed laundromat.

**FINDING: CRITERIA MET**



### Criteria 5

*The proposed special exception use does not have a detrimental impact on surrounding properties based on: (a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and, (c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.*

(a) The proposed special exception use **will not** have a detrimental impact on surrounding properties based on the number of persons working at the site since only 2 to 4 individuals are employed by the applicant or based on the number of individuals using the site.

(b) Noise:

The proposed special exception use **will not** have a detrimental impact on surrounding properties based on noise generated activities at the Site.

Odor:

The proposed special exception use **will not** have a detrimental impact on surrounding properties based on odor that is generated by the activities on site. While exhaust from dryers will produce the smell of fabric softener or clothing detergent, staff does not perceive this byproduct of laundering clothes detrimental to the surrounding properties.

Visual:

The proposed special exception use **will not** have a detrimental impact on surrounding properties based on visual nuisance.

- The Applicant will screen rooftop mechanical equipment and exhaust vents from public view pursuant to sheet SP-1.

(c) The proposed special exception use **will not** have a detrimental impact on surrounding properties based on the amount and flow of traffic in the vicinity. While a traffic study has not been performed, PBC Engineering Division states that this type of use generally produces minimal changes to traffic.

### **STAFF COMMENTS:**

Staff finds that the proposed special exception use will not have a detrimental impact on surrounding properties based on the number of persons using, residing or working on the property; the degree of noise, odor or visual nuisance; or, the effect on the amount and flow of traffic generated by the use.

- The Applicant will screen all rooftop mechanical equipment visible from the street or adjoining property pursuant to a notation on plan sheet SP-1.

**FINDING: CRITERIA MET**



**Criteria 6**

*That the proposed special exception use: (a) Does not significantly reduce light and air to adjacent properties, (b) Does not adversely affect property values in adjacent areas, (c) Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations, (d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces, (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.*

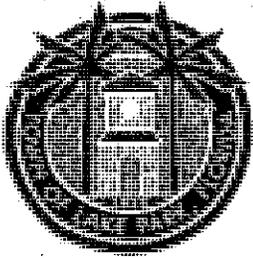
- (a) The proposed special exception use **will not** reduce light or air to adjacent properties since the application does not propose any additions or exterior renovations that will alter building height and mass.
- (b) The proposed special exception **will not** affect property values in the surrounding area.
- (c) The proposed special exception use **will not** be a deterrent to the improvement, development or redevelopment of surrounding properties.
- (d) The proposed special exception use **will not** have an impact on natural systems or public facilities since the proposed special exception use is required to meet all wastewater and runoff requirements during the permitting phase as imposed by the Town of Lake Park Public Works Department and Seacoast Utility Authority.
- (e) n/a

***FINDING: CRITERIA MET***

**FINDINGS OF FACT – STAFF RECOMMENDATION**

Staff finds that this application for a special exception use meets each of the six criteria required for the granting of a special exception use. Staff recommends **approval** with the following condition:

1. The Owner shall develop the Subject Property in accordance with Site Plan SP-1, received by Mr. Haroon Sulaiman and dated 02-03-16 by the Community Development Department.



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "E"*

Meeting Date: February 17, 2016

Agenda Item No. *Tab 12*

Agenda Title: Agreement for Town Attorney Services for the Town of Lake Park

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *J. O. D'Agostino* Date: *2-11-16*

John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$250/hr. Contract Services from \$190.00 per hour Funding Source: General Fund Acct. # 500-311-000 <input checked="" type="checkbox"/> Finance <i>BWR</i>	<b>Attachments:</b> <ul style="list-style-type: none"> <li>Amended Agreement for Legal Services with three year automatic renewal periods</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _JOD_ <b>Please initial one.</b>

**Summary Explanation/Background:** Town Attorney Services Contract establishes a new hourly rate of \$250.00 per hour. The last hourly rate increase was several years ago. The Contract also has an automatic renewal for three years each. A four fifths vote of the Commission is required to terminate service with a 120 day notification period.

**Recommended Motion:** Move to accept the Town Attorney Services Contract.



Town of Lake Park Town Commission

Agenda Request Form Exhibit "F"

Meeting Date: February 17, 2016 Agenda Item No. Tab 13

Agenda Title: Request for Approval of the Renewal of the License Agreement between the Town of Lake Park and the Burt Reynolds Institute of Film and Theatre (BRIFT)

- SPECIAL PRESENTATION/REPORTS  CONSENT AGENDA
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

Approved by Town Manager *J. D'Agostino* Date: 2-8-16  
John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• License Agreement</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case JOD _____ <b>Please initial one.</b>

Summary Explanation/Background:

Since November of 2012, the Burt Reynolds Institute for Film and Theatre (BRIFT) has been able pursuant to a License Agreement between the Town and BRIFT to use the Mirror Ballroom and the Commission Chambers and a small office off of the Commission Chamber to operate their school and store their equipment. Such agreement was renewed in February of 2014 and has now expired. The purpose of this agenda item is to request approval of the renewal of this License Agreement.

The important components of this License Agreement are as follows;

- Annual lease fee is \$1.00;
- The license shall renew on its anniversary date for successive one year terms unless either party provides written notice of termination at least thirty days prior to the expiration date;
- BRIFT must designate a Facilities Manager who must be on site at all times during BRIFT's use of the facilities;
- BRIFT must pay the Town for a Town staff member to be present at all times during its use of the facilities;
- Hours of operation are Monday, Tuesday and Thursdays until 10:00 pm and until 11:30 pm on Fridays; Saturday mornings from 9:00 am until 12:01 pm; and, Sunday afternoons from 1:00 pm until 6:00 pm. Use is prohibited during Commission Meetings, Workshops and during board and committee meetings and during such time that the Town has rented the Mirror Ballroom;
- BRIFT's Facilities Manager will be issued one key fob and two non-duplicative keys for entrances to Town Hall, the Commission Chamber and the Mirror Ballroom. The Facilities Manager for BRIFT shall have sole responsibility for maintaining process of the fobs and the keys;
- BRIFT will promote the Town in all of its advertising materials including, but not limited to, the Newsletter of the Palm Beach County Film and Television Commission and must sponsor Town open house events to which all Lake Park residents shall be invited to observe the inner workings of BRIFT. Lake Park residents shall also be given a discount off class fees upon providing BRIFT with proof of residency; and
- BRIFT shall maintain the required insurance coverage during the full period of the License Agreement.

I believe that BRIFT's use of a small office, classroom space and the stage in the Mirror Ballroom within Town Hall would help to further Town residents' and the general public's access to and enjoyment of the arts. BRIFT would like this arrangement to continue until it is able to find a permanent home.

A copy of the License Agreement is attached.

**Recommended Motion:** I move to authorize the Mayor to sign the License Agreement between the Town of Lake Park and the Burt Reynolds Institute of Film and Theater, Inc.

# TAB 2



into a newly revised Interlocal Agreement with the School Board of Palm Beach County for coordinated school planning. Some additional background and information can be found below and is also enclosed with this agenda packet. Following adoption of this ILA, the Town will make any necessary modifications to the Public School Facilities Element of the Comprehensive Plan so that the policies referenced in the Comprehensive Plan are consistent with those of the ILA. The existing Policies include the following:

#### ***Future Land Use Element 10 – Public School Facilities Element***

*Policy 1.2 (...)* amendments to future land use plan elements consistent with the requirements of the Interlocal Agreement

*Policy 1.4 (...)* Concurrency Service Area boundary shall be delineated considering the following criteria and shall be consistent with provisions in the Interlocal Agreement

*Policy 1.7 (...)* **5.** If a Program Evaluation Report recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the PARTIES signatories of the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency".

**6.** Upon termination of the Interlocal Agreement the Town shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

*Policy 3.1* - The Town shall abide by the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency", which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, consistent with F.S. 163.3177(6)(h)1 and F.S. 163.3180

*Policy 3.2* - The Town of Lake Park supports the concept of a Technical Advisory Group (TAG) as established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as indicated in the Interlocal Agreement to establish Public School Concurrency. The Technical Advisory Group shall review and make recommendations including but not limited to the following:

1. The Capital Facilities Plan;
2. The Ten and Twenty Year work programs;
3. Schools that trigger a School Capacity Study;
4. Concurrency Service Areas boundaries;
5. School District Management Reports; and
6. Operation and effectiveness of the Concurrency Program;
7. Program Evaluation Reports.

*Policy 4.1:* The Town commits to working with the County and School District and the municipalities to improve this methodology and enhance coordination with the plans of the School District, the County, and other local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections. The revised projections and the

*variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census. The responsibilities of local governments and the School District on population projections are described in Section VIII-B of the Interlocal Agreement.*

*Policy 4.2: The Town shall coordinate with the County's efforts to convert the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA, using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential considering the adopted Future Land Use maps of all local government Comprehensive Plans. These projections are shown in Exhibit E of the Interlocal Agreement as "Projected Units Table" which shall be amended annually and provided to the School District.*

### **Background:**

An Interlocal Agreement for School Concurrency (ILA) was created in the year 2000. The Agreement was the result of years of effort and required the approval of the School Board, Palm Beach County, and 26 municipalities which was completed on January 25, 2001. By the terms of the Agreement, it had a term of 10 years and thus expired on January 25, 2011. However, it is essentially still in operation since the associated Ordinances and Comprehensive Plan requirements have not been rescinded by any party.

The goals of the ILA were to establish a concurrency program for schools and residential development such that school capacity had to be available concurrent with new residential development, or that development was not to be approved; to provide for data sharing and coordinated planning between the School District and the County and municipalities; and to provide for a review and coordination process for new school construction. At the time it was adopted, it was voluntary under State Statute. Palm Beach County was the first County in the State to adopt such a program. Since then, school concurrency and coordinated planning became mandatory and then school concurrency became optional again. Coordinated school planning is still required by State Statute.

On November 19, 2011 a joint meeting of the Palm Beach County Commissioners, the School Board of Palm Beach County, and the League of Cities was held and at that meeting the Intergovernmental Plan Amendment Review Committee (IPARC) was tasked with updating the Interlocal Agreement for School Concurrency and bringing it forward for adoption as a new agreement (new ILA) since the prior agreement had expired. On December 12, 2011 IPARC established a subcommittee to work on this task. Volunteers were solicited and the subcommittee was subsequently comprised of representatives from the School District, Palm Beach County, the City of Greenacres, the City of Delray Beach, the Village of Royal Palm Beach, the Palm Beach County City and County Managers Association (PBCCMA), the League of Cities, and the Executive Director of IPARC. Numerous meetings were held and frequent updates were provided to IPARC and PBCCMA. The ILA was finalized after concurrence of the subcommittee members and has been unanimously approved by the School Board (August 19, 2015) and the Board of County Commissioners (December 15, 2015).

**Analysis:**

The original ILA was very effective in ensuring and justifying the expenditure of tremendous resources (over \$3.1 Billion) to construct new school capacity, resulting in the creation of 61,193 new student stations while enrollment increased by 15,039, thus not only resolving a significant capacity deficit, but also keeping up with new development. Coordination of school siting and data sharing were also improved through the ILA. In preparing an update to the agreement, the subcommittee encountered a changed environment from when the ILA was originally created:

1. Capacity back log eliminated.
2. Experience in implementing the Concurrency program.
3. Charter School popularity.
4. School Board policy direction regarding boundary changes.
5. Choice Programs.

The increase in the number of charter schools and the expansion of school choice programs (formerly known as "magnet" schools)--neither of which have to draw students from established boundaries--seriously complicated the application of concurrency. Furthermore, the way the program was written, new development in one area was causing boundary changes at schools in another area. These issues have led the subcommittee to propose replacement of the concurrency program with a capacity determination whereby a proposed development's impact on the actual individual schools serving the area would be analyzed and made a part of the local government's decision making process. In implementing the school siting and approval provisions, it became clear that all parties would benefit from additional clarity regarding requirements for new schools and remodeling--as well as from agreement on certain baseline minimums. The subcommittee therefore recommends the addition of review scoping language, guidance regarding on-site vehicle circulation (stacking), and minimum fencing and landscaping requirements. To address lessons learned as well as technology changes, the subcommittee proposes changes to the data sharing methods and content. In conclusion, the new ILA has transformed from a concurrency and coordinated planning agreement (*which most cities and the County would have to approve*) into an enhanced coordinated planning agreement that is a model to be used by the County and any municipality that so chooses to satisfy statutory requirements for coordinated school planning.

The proposed agreement serves the interests of the residents of Lake Park and their children by supporting an efficient and effective system of public schools. The agreement also incorporates "lessons learned" during the implementation of the prior ILA.

**Recommended Motion:** I move to **APPROVE** a Resolution authorizing the Mayor to execute an Interlocal Agreement between the School Board of Palm Beach County and the Town for coordinated school planning.

**RESOLUTION NO. 08-03-16**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, PALM BEACH COUNTY, AND THE MUNICIPALITIES OF PALM BEACH COUNTY TO FACILITATE COORDINATED PLANNING; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 163.01, F.S. permits local governments to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage by providing services and facilities that will be mutually beneficial to the local communities; and

**WHEREAS**, pursuant to Section 163.01, F.S., the Town has previously entered into an Interlocal Agreement with The School Board of Palm Beach County and each of the municipalities of Palm Beach County to facilitate the coordinated planning of public schools; and

**WHEREAS**, the initial Interlocal Agreement between the municipalities, Palm Beach county and the School Board expired in 2011 and the School Board and Palm Beach County have proposed a new Interlocal Agreement for consideration by the Town; and

**WHEREAS**, the Town Manager recommends to the Commission that the Town enter into a revised Interlocal Agreement with the School Board to facilitate coordination in the planning of public schools; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to adopt the Interlocal Agreement.

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

**SECTION 1.** The whereas clauses are hereby incorporated herein and are true and correct.

**SECTION 2.** The Mayor is hereby directed and authorized to execute the Participation Agreement to the Interlocal Agreement, a copy of which is attached hereto as

Exhibit "A" and made a part hereof.

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

**INTERLOCAL AGREEMENT**

**between**

**THE SCHOOL BOARD OF PALM BEACH COUNTY,**

**PALM BEACH COUNTY,**

**and**

**MUNICIPALITIES OF PALM BEACH COUNTY**

**for**

**COORDINATED PLANNING**

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## **EXHIBITS**

- EXHIBIT A**      **Participation Agreement**
- EXHIBIT B**      **Form 1: Approved Future Land Use Amendments**
- EXHIBIT C**      **Form 2: Summary of Approved Development Orders**

R2015-1864

**INTERLOCAL AGREEMENT DEC 15 2015**  
**between**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY,**  
**PALM BEACH COUNTY,**  
**and**  
**MUNICIPALITIES OF PALM BEACH COUNTY**  
**for**  
**COORDINATED PLANNING**

An Interlocal Agreement between PALM BEACH COUNTY (hereafter referred to as the "COUNTY"), operating through its BOARD OF COUNTY COMMISSIONERS; those municipalities who have executed this Agreement (hereafter referred to singly as "MUNICIPALITY" or collectively as "MUNICIPALITIES"); and THE SCHOOL BOARD OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL BOARD"), operating through the SCHOOL DISTRICT OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL DISTRICT");

WHEREAS, Section 163.01, Florida Statutes, enables local governments to cooperate with other local governments and public agencies, including school boards, to provide services and facilities on a basis of mutual advantage, and to enter into an Interlocal Agreement; and

WHEREAS, the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD have determined that the safe, convenient, orderly and adequate provision of public school facilities is essential to the health, safety, and general welfare of the citizens of Palm Beach County; and

WHEREAS, in order to provide adequate public school facilities in a timely manner and at appropriate locations, the COUNTY, the MUNICIPALITIES and SCHOOL BOARD have further determined that it is necessary and appropriate for the entities to cooperate with each other to maintain adequate capacity and to provide capacity for projected new growth; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act requires the COUNTY and the MUNICIPALITIES to adopt comprehensive plans to guide and control future development; and

WHEREAS, Article IX, Sections 1 and 4 of the Florida Constitution require a uniform system of free public schools on a county-wide basis, and provide that each county shall constitute a SCHOOL DISTRICT subject to supervision by the State Board of Education as provided by general law; and

WHEREAS, Section 1013.33, Florida Statutes, requires the coordination of planning between school boards and local governments to ensure that the plans for the construction and opening of public educational facilities are coordinated in time and place with plans for residential development; and

WHEREAS, Section 1013.33, Florida Statutes, requires the general location of educational facilities to be consistent with the COUNTY'S and the MUNICIPALITIES' Comprehensive Plans; and

WHEREAS, Section 1013.33, Florida Statutes, requires the SCHOOL BOARD to submit plans for public educational facilities to the COUNTY and the MUNICIPALITIES and requires each local jurisdiction to determine the consistency of the plans with the effective Comprehensive Plan and applicable land development regulations; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires the COUNTY and the MUNICIPALITIES to coordinate the adopted local comprehensive plans with each other and the plans of the SCHOOL BOARD; and

WHEREAS, Sections 163.3177(6)(h)1 and 163.3177(6)(h)2, Florida Statutes, require an intergovernmental coordination element showing relationships and stating principles and

guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.709, as the case may require and as such adopted plans or plans in preparation may exist. This element of the local comprehensive plan must demonstrate consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require; and

WHEREAS, the intergovernmental coordination element must describe joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

NOW, THEREFORE, in order to accomplish these goals and purposes, and in consideration of the mutual obligations and benefits the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD (hereafter referred to collectively as "PARTIES") hereby enter into this Agreement.

#### **I. DEFINITIONS**

**Capacity Projects** - New school construction or any project that adds necessary improvements to accommodate additional permanent student stations or core facilities needed for the educational program of each type of school based on the State Requirements for Educational Facilities (SREF).

**Consistency** - The condition of not being in conflict with and in furtherance of the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

**Educational Facilities** - The buildings, equipment, structures, and special educational use areas that are built, installed, or established to serve educational purposes only.

**Educational Plant Survey** - A systematic study of educational and ancillary plants and the determination of future needs to provide appropriate educational programs and services for each student.

**First FTE Student Count** - A first semester count of all "full time equivalent" students. The date of the first FTE count is determined by the Florida Department of Education each school year, pursuant to Chapter 1011.62, Florida Statutes.

**Five-Year Work Plan** - The School Board of Palm Beach County Five-Year District Facilities Work Program adopted pursuant to Section 1013.35, Florida Statutes.

**Florida Inventory of School Houses (FISH)** - A report of the capacity of existing facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on using a percentage of the number of existing satisfactory student stations and a designated size for each program. FISH capacity includes modular capacity in Palm Beach County.

**Intergovernmental Plan Amendment Review Committee (IPARC)** - The interlocal committee, established through the "Comprehensive Plan Amendment Coordinated Review Interlocal Agreement" dated October 1, 1993, which coordinates comprehensive plan amendment review.

**Local Governments** - PALM BEACH COUNTY and the participating MUNICIPALITIES.

**Permanent Student Station** - The floor area in a public school facility required to house a student in an instructional program.

**Residential Development** - Any development that is comprised, in whole or part, of dwelling units for permanent human habitation.

**School Board Five-Year Capital Facilities Plan** - The SCHOOL BOARD OF PALM BEACH COUNTY Five-Year Work Plan and Capital Budget as authorized by Section 1013.35, Florida Statutes.

**School Board of Palm Beach County Five-Year Capital Improvement Schedule** - A Table of expenditures and revenues summarizing capital and non-capital projects.

**Significant Renovation** - Renovation or construction on existing school sites, which results in a greater than 5 percent increase in student capacity (FISH).

## **II. CAPITAL IMPROVEMENT PLAN**

### **A. SCHOOL BOARD'S Five-Year Capital Facilities Plan**

1. On or before September 30<sup>th</sup> of each year, the SCHOOL BOARD shall adopt and update the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan for public schools in PALM BEACH COUNTY.

2. The SCHOOL BOARD'S Five-Year Capital Facilities Plan shall specify all new construction, remodeling or renovation projects which will add permanent FISH capacity or modernize existing facilities.

3. The SCHOOL BOARD'S Five-Year Capital Facilities Plan and each annual update shall include a description of each school project, the amount of money to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds FISH capacity or modernizes existing facilities; the amount of FISH capacity added, if any; and a generalized location map for schools depicted in the SCHOOL BOARD'S Five-Year Capital Facilities Plan consistent with the SCHOOL

BOARD'S current Educational Plant Survey and with the Future Land Use Elements of each MUNICIPALITY'S Comprehensive Plan and the COUNTY'S Comprehensive Plan.

4. The SCHOOL BOARD'S Five-Year Capital Facilities Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools of each type for each year of the Plan. The SCHOOL BOARD shall annually update the Five Year Capital Improvement Schedule when updating the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan.

5. The SCHOOL BOARD shall initiate the necessary program and/or boundary adjustments to reflect the new capacity for the schools that are scheduled to be constructed and opened for each year of the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan.

**B. Ten- and Twenty-Year Work Plan**

In addition to the adopted SCHOOL BOARD'S Five-Year Capital Facilities Plan, the SCHOOL BOARD shall annually adopt a 10-year and a 20-year Work Plan based upon enrollment projections and facility needs for the 10-year and 20-year periods. It is recognized that the projections in the 10- and 20-year time frames are tentative and should be used only for general planning purposes.

**C. Transmittal**

The SCHOOL DISTRICT shall transmit electronically or via posting on its website the proposed SCHOOL BOARD'S Five-Year Capital Facilities Plan along with data and analysis to the MUNICIPALITIES and COUNTY on or before July 1<sup>st</sup> of each year commencing after the effective date of this Agreement.

**D. Final Adoption**

Unless it is delayed by mediation or a lawful challenge, the SCHOOL BOARD

shall adopt the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan and it shall become effective no later than September 30<sup>th</sup> of each year.

**E. Material Amendment to the School District's Five-Year Capital Facilities Plan**

1. The SCHOOL BOARD shall not amend the SCHOOL DISTRICT'S Capital Facilities Plan so as to modify, delay or delete any capacity addition project in the first three years of the Program unless the SCHOOL BOARD determines by written findings, with the concurrence of at least five Board members the following:

(a) That the modification, delay or deletion of a project is required in order to meet the SCHOOL BOARD'S constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law, or

(b) That the modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location; or

(c) At the request of one of the parties to this agreement, the project schedule or scope has been modified to address local government concerns, or non-capacity projects deferred for financial reasons.

### **III. COMPREHENSIVE PLAN AMENDMENTS**

#### **A. Process for Development and Incorporation of Capital Improvements Element**

1. No later than thirty days after the SCHOOL BOARD adopts the Five-Year Capital Facilities Plan, annual updates, or any material amendment thereto, the SCHOOL DISTRICT shall post the same onto the SCHOOL DISTRICT website and provide notice to the COUNTY and MUNICIPALITIES. The COUNTY and MUNICIPALITIES shall in turn incorporate the same into the Capital Improvements Element of their Comprehensive Plans.

2. The COUNTY and MUNICIPALITIES, by incorporating "The School District of Palm Beach County Five Year Capital Improvement Schedule," annual updates, and any material amendment thereto in their respective Comprehensive Plans, shall have no obligation or responsibility for funding the SCHOOL BOARD'S Five-Year Capital Facilities Plan annual updates, and any material amendment thereto.

#### **B. Intergovernmental Coordination Element**

The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be that set forth in Section 1013.33, Florida Statutes.

#### **C. School District Participation on Local Planning Agencies**

The Local Planning Agency or the equivalent agency of the COUNTY and each MUNICIPALITY shall include a member of the SCHOOL DISTRICT, appointed by the SCHOOL BOARD, to serve as a nonvoting member. The SCHOOL DISTRICT representative may attend any or all meetings at which the agency will consider a comprehensive plan amendment which would, if approved, increase residential density of the property that is the subject of the application. This subsection does not prevent a Local Government from granting voting member status to the SCHOOL DISTRICT representative. Participation as a non-voting member may also

be satisfied by the School District representative submitting a letter with comments and recommendations after review of the proposed amendment.

#### **IV. COORDINATED PLANNING**

##### **A. The Coordination of Planning and Sharing of Information**

The PARTIES recognize that sound planning for both educational facilities and student growth emanating from existing development, redevelopment, and new development of residential property requires adequate and accurate data and information and that effective coordination of these two planning functions requires that all of the PARTIES have access to and utilize the same data and information. Accordingly, the COUNTY, the MUNICIPALITIES, and the SCHOOL DISTRICT agree to share and coordinate information relating to existing and planned public school facilities, proposals for development and redevelopment, infrastructure required to support public school facilities, and population projections, including student population projections, which are utilized and relied on by the PARTIES for planning purposes. Where practicable, the PARTIES shall endeavor to utilize electronic media to share data and information contemplated in this Section IV by posting such data and information on their respective websites, participating in electronic message boards, or otherwise utilizing emerging electronic communications media that may become available during the term of this Agreement.

##### **B. Population Projections**

Using the Cohort Survival Forecasting Methodology as the foundation, the SCHOOL DISTRICT shall annually prepare five-year enrollment projections by school, using the following data sources as inputs or checks on reasonableness:

1. Input on future or active residential developments from local municipal and COUNTY planning departments, developers and their agents;

2. Input from the Intergovernmental Plan Amendment Review Committee (IPARC);
3. Birth data by month;
4. 11<sup>th</sup> day (count day), October and February's FTE student counts;
5. Information on existing and planned charter schools, including enrollment estimates and targets;
6. State Department of Education annual Capital Outlay Full Time Equivalent (COFTE) enrollment projections;
7. Bureau of Economic & Business Research (BEBR) annual age-group population projections;
8. US Census and American Community Survey data.

**C. Local Government Data Collection**

On April 15<sup>th</sup> and October 15<sup>th</sup> of each year, the Local Governments shall provide the SCHOOL DISTRICT with the information electronically regarding the Certificates of Occupancy issued for new residential units. The April 15<sup>th</sup> Report shall include Certificates of Occupancy data from October 1<sup>st</sup> through March 31<sup>st</sup> and the October 15<sup>th</sup> Report from April 1<sup>st</sup> through September 30<sup>th</sup>. Local Governments shall also provide electronically data of approved future land use amendments and approved development orders in accordance with the schedule provided on the electronic forms contained in Exhibit B and Exhibit C. The actual students generated from new residential units will be used in the data and analysis for the annual update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan.

**D. Multiplier Publication**

The multipliers adopted by the SCHOOL DISTRICT will be used for the term of this Agreement to determine the number of elementary, middle and high school students, based on

the number and type of residential units from the proposed development. These multipliers must be supported by data and analysis based on existing enrollment for each type of residential unit. Multipliers will be updated based on the recommendation from SCHOOL DISTRICT staff.

**E. Proposals for Development, Redevelopment, School Closures and Infrastructure Required to Support Public School Facilities**

1. On or before January 1<sup>st</sup> of each year, for the SCHOOL DISTRICT's consideration and utilization in preparing its annual update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan the COUNTY and the MUNICIPALITIES shall provide to the SCHOOL DISTRICT a report setting forth the COUNTY'S and the MUNICIPALITIES' respective projections for development, and redevelopment, in the forthcoming year. In addition, before January 1<sup>st</sup> of each year, the COUNTY and the MUNICIPALITIES shall provide to the SCHOOL DISTRICT a copy of any amendments to their respective capital improvement elements.

2. The SCHOOL BOARD and the affected Local Government shall jointly determine the need for off-site improvements necessary to support a new school or proposed significant renovation of an existing school.

3. Prior to closing or declaring school properties as surplus, the SCHOOL BOARD shall notify the affected Local Government. Prior to taking final action on a school closure or declaring a property surplus, the Local Government shall have 30 days to comment on the proposed action. The SCHOOL BOARD shall take into account the Local Government's comments on the proposed school closure or declaring a property as surplus prior to taking formal action.

**F. School Siting and Site Planning**

1. Unless a Local Government has or does enter into a separate Interlocal Agreement relating to school siting and site planning, the following provisions shall be followed in

school siting and site planning decisions. If a separate Interlocal Agreement that addresses school siting and site planning is in effect, the provisions of that Agreement shall control and this Section IV.F. shall not be applicable between those parties.

2. The SCHOOL DISTRICT shall coordinate planning and site location of educational facilities with each MUNICIPALITY and the COUNTY in which a school site is proposed for construction or site acquisition within the SCHOOL DISTRICT's Five-Year Capital Facilities Plan in accordance with Chapters 1013 and 163 of the Florida Statutes. This process shall assist in determining possible sites for the proposed schools and the consistency with the Comprehensive Plan, applicable land development regulations, the necessary existing or planned infrastructure, and coordination of public facilities such as parks, libraries, and community centers.

3. Not less than ninety days prior to adoption of the initial Five-Year Capital Facilities Plan and any amendments or yearly updates, the SCHOOL DISTRICT shall coordinate with the COUNTY and each MUNICIPALITY in which a school is proposed for construction or expansion under the proposed plan to determine the consistency of one or more proposed sites with the Local Government's comprehensive plan and the availability of necessary or planned infrastructure and to coordinate the proposed location with public facilities such as parks, libraries and community centers. Alternative sites may be proposed by the Local Government for consideration by the SCHOOL DISTRICT.

4. At least sixty days prior to acquiring or leasing any property that may be used for a school site, the SCHOOL DISTRICT shall provide written notice of the proposed acquisition to the Local Government in whose jurisdiction the proposed site is located. This written notice from the SCHOOL DISTRICT shall include a school site acquisition form, aerial map, location map and proposed acquisition and construction completion schedule. As quickly as possible but no later than 45 days from receipt of this notice, the Local Government shall notify the SCHOOL DISTRICT if the proposed site is consistent with the land use categories and policies of the Local Government's comprehensive plan and zoning district and provide comments regarding the feasibility of each of the sites submitted by the SCHOOL DISTRICT. These comments should address the availability of necessary and planned infrastructure and the collocation of the proposed school facility with other public facilities such as parks, libraries and community centers. The SCHOOL DISTRICT shall include these comments in their rating system to determine the best overall site for acquisition.

5. The site plan review process for a new SCHOOL BOARD owned public educational facility or significant renovation to an existing SCHOOL BOARD owned public educational facility shall consist of the following:

(a) It is the SCHOOL DISTRICT'S intent to work cooperatively with Local Governments regarding the construction of educational facilities;

(b) SCHOOL DISTRICT staff shall meet with Local Government representatives in a collaborative effort to discuss potential or proposed school construction projects prior to any submittal to the Local Government;

(c) Local Government's comments and input will be carefully considered and incorporated, on the site plan prior to formal submittal;

(d) Staff will discuss projects with the Local Government in an effort to keep them apprised of the project's particulars and the fact that proposed site and education facilities shall, at a minimum, meet the State Requirements for Educational Facilities (SREBF).

(e) SCHOOL DISTRICT shall submit a written request for review of the proposed site plan and determination of consistency with the Local Government's comprehensive plan and applicable land development regulations at least 90 days prior to letting of contract for construction.

(f) Collaboration and coordination between the Local Government and the SCHOOL DISTRICT is necessary to ensure that a school is opened on schedule to accommodate the students;

(g) The maximum review process from the Local Government shall be up to and no more than 90 days, and thus an expeditious review shall be implemented;

(h) The Local Government shall not charge an application or plan review fee for site plan consistency review;

(i) If a written determination as to consistency from the Local Government has not been received within ninety days after initial submittal, the Local Government shall have waived its right to comment on the SCHOOL DISTRICT's site plan;

(j) The PARTIES agree that the following criteria shall be applied in evaluating the site plan:

(1) The Local Government shall not condition or deny the site plan based on adequacy as it relates solely to the needs of the school. If the site location is consistent

with the Local Government's land use policies and categories in which public schools are identified as allowable uses, the Local Government may not deny the application but it may impose reasonable development standards and conditions to address applicable Land Development Regulations (LDRs), environmental concerns, health, safety and welfare, and effects on adjacent property provided they do not conflict with the State Uniform Building Code or the State Requirements for Educational Facilities (SREF). For significant renovation to an existing school the development standards and conditions shall apply only to the expansion. Standards and conditions may not be imposed which conflict with those established in Chapter 1013 of the Florida Statutes or the Florida Building Code unless listed in Section IV.F.(5)(j)(2) and (3) of this Agreement.

(2) The site plan shall provide sufficient space to meet on-site parking as required by SREF. The SCHOOL DISTRICT and Local Governments will coordinate design of on-site traffic circulation to satisfy current and projected site generated vehicular demand.

(3) Although SCHOOL DISTRICT schools are exempt from local landscaping requirements in accord with Florida Statutes 1013.64(5)(a), in order to enhance territorial integrity, define public and private areas, enhance access control, and mitigate off-site impacts, the school site perimeter adjacent to public roadways and residentially zoned property will be landscaped with canopy trees planted at 25 feet on center and ground cover or hedge clustered at various locations around or between trees at a quantity of 36 inches on center. Perimeter trees may be clustered if desired by the Local Government. Credit will be given for existing trees on site that are preserved.

The hedge or groundcover shall be a low maintenance species, preferably native or adapted, and with a mature height of 18 inches and shall be maintained at that height. Trees shall be of a low maintenance species, preferably native or adapted, and shall be at

least 10 to 12 feet tall with a 5 foot canopy spread at the time of planting, and shall be allowed to grow naturally but may be kept clear of low branches. Chain link fencing up to a height of 8 feet may be placed on the perimeter of the school property and shall be black or green vinyl coated when located along public roadway frontages. If desired by Local Government, credits will be given for existing landscape that is preserved.

(k) Nothing herein shall preclude the SCHOOL DISTRICT and the Local Government from developing alternative development standards based on mutually acceptable performance criteria that would meet the intent of the provisions listed above.

**G. School Capacity Availability Determination**

1. Each Local Government shall submit to the SCHOOL DISTRICT at least 30 days prior to its transmittal hearing an executive summary of any Comprehensive Plan amendment to the Future Land Use Element or rezoning that modifies or adds any residential designation or increase in residential density along with a copy of the plan amendment or rezoning and supporting material and the date, time, and place of the transmittal hearing or any public hearing.

2. The SCHOOL DISTRICT shall review the information submitted and shall evaluate the impact of the proposed Comprehensive Plan amendment or rezoning on the Public School Facilities Plan, the consistency of the proposed Plan amendment or rezoning with the SCHOOL DISTRICT's Five-Year Capital Facilities Plan, the impact on public schools, and the projected timing and delivery of public school facilities to serve any residential development authorized by the Plan Amendment or rezoning.

3. Within 20 days of receipt, the SCHOOL DISTRICT shall submit to the appropriate Local Government a school capacity availability determination setting forth the findings

and recommendations of the SCHOOL DISTRICT, and specifically setting forth the capacity, or lack thereof, of existing facilities or planned facilities in the current SCHOOL DISTRICT Capital Facilities Program Plan to serve additional students. Should the proposed amendment or rezoning negatively impact the public school system, the SCHOOL DISTRICT staff may recommend reasonable conditions to mitigate such impacts, and these conditions shall be included in the Local Government staff report or equivalent document to be considered by the Local Government in reviewing the proposed amendment or rezoning. The Local Government, in its sole discretion, may incorporate such conditions as it deems appropriate.

## **V. SPECIAL PROVISIONS**

### **A. SCHOOL DISTRICT Requirements**

The PARTIES acknowledge and agree that the SCHOOL BOARD is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the PARTIES agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the SCHOOL BOARD's constitutional and statutory obligation to provide a uniform system of free public schools on a county-wide basis or to require the SCHOOL DISTRICT to confer with or obtain the consent of the COUNTY or the MUNICIPALITIES, as to whether that obligation has been satisfied. Further, the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the COUNTY or MUNICIPALITY for the SCHOOL BOARD's constitutional or statutory obligation. The COUNTY and the MUNICIPALITIES also acknowledge that the SCHOOL BOARD's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

**B. Land Use Authority**

The PARTIES specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

**C. Specific Performance**

The COUNTY, the MUNICIPALITIES and the SCHOOL BOARD shall have the right to petition the Circuit Court for the Fifteenth Judicial Circuit for the State of Florida for specific performance of any and all of the provisions of this Agreement.

**VI. MEDIATION OF DISPUTES**

The PARTIES acknowledge that the intergovernmental coordination provisions of Section 163.3177(6)(h), Florida Statutes, may not eliminate all disputes between the PARTIES to this Agreement and such disputes may affect the SCHOOL BOARD and the land use planning authority of the COUNTY and the MUNICIPALITIES. In the case of the negotiation, adoption, and implementation of any provision of this Interlocal Agreement and amendments thereto, COUNTY, MUNICIPALITIES, and the SCHOOL BOARD agree that the PARTIES in opposition shall attempt an informal resolution of the concerns raised. In the event objections cannot be resolved within 20 days or such other time as may be mutually agreeable, the PARTIES shall have the right to petition the Court in accordance with the provision of Article V.C., or submit their disagreement for mediation with a mediator that the PARTIES have mutually agreed upon. If the PARTIES cannot reach an agreement with regard to a mediator, within 15 days of being notified by either PARTY the Executive Committee of the Palm Beach County Issues Forum will select a mediator to mediate the PARTIES' dispute and mediation will commence within 30 days following selection of the

mediator or as soon as the mediator's schedule may reasonably permit. The cost of mediation will be borne equally by the PARTIES.

If the mediation process is irretrievably deadlocked, as determined by either PARTY, the PARTIES may seek redress in a court of competent jurisdiction in Palm Beach County. The PARTIES specifically waive whatever rights they may have to a trial by jury.

#### **VII. ACTS OF GOD AND OTHER EXIGENT CIRCUMSTANCES BEYOND THE CONTROL OF THE SCHOOL BOARD**

The COUNTY and the MUNICIPALITIES acknowledge that the SCHOOL BOARD, in its operation of the public school system, is subject to events, circumstances, and external forces and authorities beyond its control. Examples are hurricanes or other natural disasters which destroy school facilities, other emergency situations affecting the operation of the public school system, state court judgments concerning the SCHOOL BOARD's State Constitutional or Statutory obligation to provide a uniform system of free public schools, and school desegregation orders or compliance agreements involving Federal Courts or the Office of Civil Rights, United States Department of Education. Such events or actions may prevent the SCHOOL BOARD from complying with the provisions of this Agreement and may require the SCHOOL BOARD to deviate from or modify the SCHOOL DISTRICT's Five-Year Capital Facilities Plan agreed to and approved by the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD. The COUNTY and the MUNICIPALITIES hereby agree that such noncompliance, deviations, or modifications will not be deemed a violation of this Agreement and that the provisions of Section V will pertain to those occurrences. The SCHOOL BOARD shall give written notice to the COUNTY and the participating MUNICIPALITIES if an "Act of God" has prevented the SCHOOL BOARD from complying with its obligation under this Agreement.

## **VIII. STANDING AND THIRD PARTY BENEFICIARY RIGHTS**

The PARTIES hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the PARTIES to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against either the COUNTY, the MUNICIPALITIES or the SCHOOL BOARD for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.

## **IX. AMENDMENT, WITHDRAWAL AND TERMINATION**

### **A. Amending the Agreement**

This Agreement may be amended only by written agreement of the PARTIES.

### **B. Withdrawal from Agreement**

Any PARTY may withdraw from this Agreement by sending written notice to the other PARTIES to the Agreement and the Florida Department of Economic Opportunity (or its successor agency) at least sixty days prior to the effective date of the withdrawal.

### **C. Additional Participants**

Any MUNICIPALITY may become a party to this Agreement after its effective date upon execution of a Unilateral Participation Agreement in such form as the agreement attached hereto as Exhibit A.

## **X. TERM OF THE AGREEMENT**

This Agreement shall be for a term of five years and will automatically be renewed every five years for additional five-year terms. Any objection by any PARTY to this Agreement or to its renewal must be sent in writing to the other PARTIES no sooner than ninety days prior to the end of the term.

## **XI. INDEMNIFICATION OF PARTIES**

**A. Hold Harmless**

The SCHOOL BOARD agrees to hold harmless and indemnify the other PARTIES to this Agreement against any third party claim, liability, lawsuit, and damage award arising out of the performance of this Agreement for any acts, failure to act, or decisions of the SCHOOL BOARD that are totally within the purview of the SCHOOL BOARD or are the responsibility of the SCHOOL BOARD under this Agreement. Acts or decisions of the SCHOOL BOARD include, but are not limited to, items relating to school attendance boundaries, providing adequate capacity for new students in the SCHOOL BOARD'S Five- Year Capital Facilities Plan, constructing and modernizing schools consistent with the adopted SCHOOL BOARD'S Five-Year Capital Facilities Plan, decisions on whether to accept or reject mitigation, and decisions on available capacity in the review process.

**B. Third Party Claims**

The COUNTY and each individual MUNICIPALITY that is a PARTY to this Agreement agree to hold harmless and indemnify all other PARTIES to the Agreement against any third party claim, liability, lawsuit, and damage award arising out of the performance of this Agreement for any acts, failure to act, or decisions of that PARTY that are totally within the purview of that party or are the responsibility of that party under this Agreement. Acts or decisions of the COUNTY or an individual MUNICIPALITY include, but are not limited to, the denial of an application for development approval based on school impacts after the SCHOOL DISTRICT has informed that party that adequate school capacity exists for the development.

**XII. MULTIPLE ORIGINALS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XIII. EFFECTIVE DATE OF AGREEMENT**

**A. Effective Immediately**

Upon this Agreement being signed by all PARTIES, the Agreement shall be filed with the Clerk of the Circuit Court. This Agreement shall take effect immediately on the date filed with the Clerk of the Circuit Court and shall continue until terminated.

**{Remainder of page intentionally left blank}**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

R2015-1864 DEC 15 2015

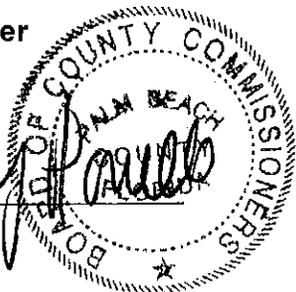
ATTEST:

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

Sharon R. Bock  
Clerk & Comptroller

By:

  
Deputy Clerk



By:

  
Mary Lou Berger, Mayor

(SEAL)

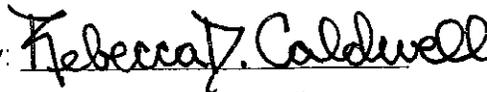
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:

  
County Attorney

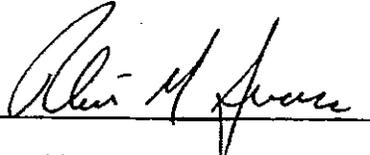
By:

  
Rebecca D. Caldwell

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY 

Chuck Shaw, Chairman

BY 

Robert M. Avossa, Ed.D., Superintendent

Board Approval Date:

8/19/15

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

School Board Attorney

EXHIBIT A

PARTICIPATION AGREEMENT

THIS AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and among the \_\_\_\_\_, a municipal government, hereinafter "New Participant," and the various parties executing the Interlocal Agreement between The School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning dated \_\_\_\_\_, hereinafter "Coordinated Planning Agreement."

WITNESSETH:

WHEREAS, the School District of Palm Beach County, Palm Beach County, and participating Municipalities in Palm Beach County have entered into the Coordinated Planning Agreement as required by Section 163.31777, Florida Statutes; and

WHEREAS, \_\_\_\_\_ desires to become a participant under the Coordinated Planning Agreement; and

WHEREAS, pursuant to Article IX, Section C of the Coordinated Planning Agreement, participation is authorized upon the execution of this unilateral Participation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood by and among the undersigned New Participant and the participants in the Coordinated Planning Agreement as follows:

1. Upon execution of this Agreement, New Participant will become a participant in the Coordinated Planning Agreement.
2. The New Participant shall enjoy all the privileges of, and shall be bound by all the terms and conditions of, the Coordinated Planning Agreement. The New Participant shall adopt the required comprehensive plan amendments pursuant to Article III as soon as possible after execution of this Participation Agreement.
3. The participants in the Coordinated Planning Agreement agree to the inclusion of New Participant in accordance with Article IX, Section C of the Coordinated Planning Agreement

as it is acknowledged that the inclusion of an additional participant furthers the intent and spirit of the Coordinated Planning Agreement.

4. A copy of this Participation Agreement shall be filed with the Clerk of the Court in and for Palm Beach County.
5. This Participation Agreement shall be effective upon execution and shall continue in full force and effect unless New Member withdraws pursuant to Article IX, Section B of the Coordinated Planning Agreement, or the Coordinated Planning Agreement is otherwise terminated.

IN WITNESS WHEREOF, this Agreement has been executed by \_\_\_\_\_ as of the date and year indicated below.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

# EXHIBIT B

## Form 1: Approved Future Land Use Amendments

Name of Local Government \_\_\_\_\_  
 Contact Person \_\_\_\_\_

Project Name / PCN(s)	Current / Proposed Future Land Use	Current/Proposed Zoning	Current/Proposed Development of site	Existing/Proposed # of Residential Units	Approved Document No. / Approval Date



# SCHOOL DISTRICT PRESENTATION

## *Coordinated Planning ILA*

### "SCHOOL CONCURRENCY" SUCCESSOR: "SCHOOL CAPACITY AVAILABILITY DETERMINATION"

July 2015



## SCHOOL CONCURRENCY REGULATIONS HISTORY

1998

- Optional Implementation of Public School Concurrency
- Florida Legislature Established Specific Minimum Requirements

2001/2002

- 1<sup>st</sup> County in Florida to Officially Adopt School Concurrency
- The School Board, PBC Board of County Commissioners and 26 Municipalities Entered into an Inter-Local Agreement

2005

- Mandatory Implementation of Public School Concurrency
- State Senate Bill 360 Required all Counties within the State to Adopt a School Concurrency Program by December 2008

2011

- Palm Beach County Inter-Local Agreement Expired (after 10 years)
- Optional Implementation of School Concurrency
- House Bill 7207 Made School Concurrency Optional Again
- School Concurrency reviews in effect until a jurisdiction amends its Comprehensive Plan

# SUB-COMMITTEE HISTORY

2011

- Tri-Board Meeting - November 2, 2011
- League of Cities, School Board, BCC
- Directs IPARC to Update ILA

2012

- IPARC Meeting – December 12, 2011 – Established ILA Sub-Committee, Invites PBCCMA to Participate
- PBCCMA Meeting – December 18, 2011
- First Sub-Committee Meeting – January 12, 2012
- Bi-Monthly Sub-Committee Meetings

2013

- February 22, 2013 – PBCCMA Concurrency Committee Update
- August 29, 2013 – IPARC Concurrency Discussion

2014/15

- May 29, 2014 - IPARC Review Subcommittee's Recommendation
- June 2014 – Presentation of Sub-Committee Review to PBCCMA
- August 25, 2014 – Executive Committee of the Issues Forum Presentation
- September 24, 2014 – Board of Directors League of Cities Presentation
- October 30, 2014 – IPARC Discussion of ILA Timeline
- April 30 and July 30, 2015- IPARC Approval of Final Draft

For more information, please visit the Committee website: [palmbeachschools.org/planning/SCCHome.asp](http://palmbeachschools.org/planning/SCCHome.asp)

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# SCHOOL CONCURRENCY COMMITTEE

## MEMBERS

Tom Lanahan	IPARC Chair	City of Greenacres
Anna Yeskey	IPARC Ex. Director	
Daniel Clark	PBCCMA Member	Town of Lake Clarke Shores
Paul Dorling	P&Z Director (Retired)	City of Delray Beach
Bradford O'Brien	P&Z Administrator	Village of Royal Palm Beach
Lorenzo Aghemo	Planning Director	Palm Beach County
Lenny Berger	Chief Asst. County Attorney	Palm Beach County
Kevin Andrews	Senior Planner	Palm Beach County
Kristin K. Garrison	Director	School District of PBC
Angela D. Usher	Manager	School District of PBC
Joyce C. Cai	Senior Planner	School District of PBC

\*Not all Members attended every meeting

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# APPLICABLE STATUTES

Statutory	Components	Mandatory Yes/No
Intergovernmental Coordination Element (ICE) F.S. 163.3177(6)(h)	<ul style="list-style-type: none"> <li>Coordinating Comprehensive Plan with School Board, other local government units</li> <li>Dispute resolution</li> <li>Coordination of projections</li> <li>Formal Agreement or ILA</li> </ul>	Yes
Public Schools ILA F.S. 163.31777 & Coordinated Planning F.S. 1013.33	<ul style="list-style-type: none"> <li>Coordinated Planning</li> <li>Consistent projections</li> <li>Shared information</li> <li>Oversight</li> <li>ILA required</li> </ul>	Yes Unless Exempt: <ul style="list-style-type: none"> <li>D.O.s &lt; 50 units or &lt; 25 additional public school students for 5 years</li> <li>No public/charter schools in jurisdiction</li> <li>80% of land developed</li> <li>No residential annex for 5 years</li> </ul>
School Concurrency F.S. 163.3180(6)a	<ul style="list-style-type: none"> <li>LOS for Schools</li> <li>Review process for residential developments</li> <li>Other provisions, as required by statute</li> </ul>	No

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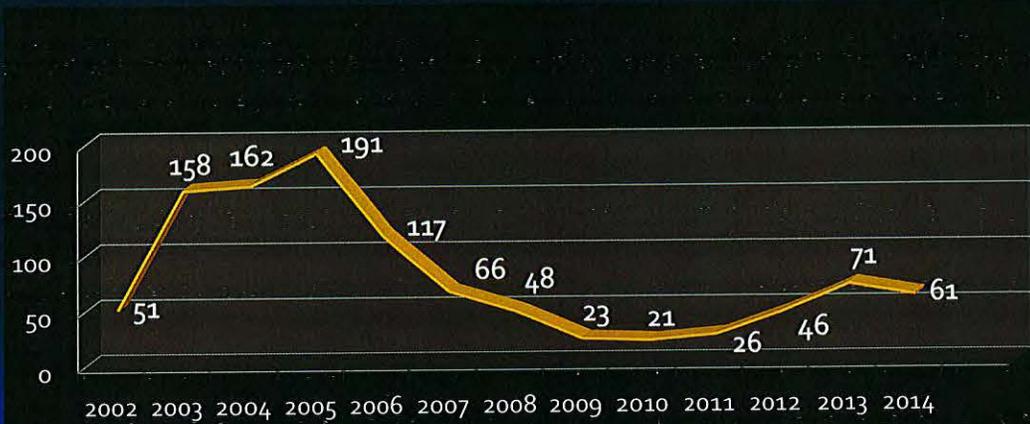
## TOTAL NUMBER OF SCHOOL CONCURRENCY APPLICATIONS AND TOTAL NUMBER OF RESIDENTIAL UNITS WITH CONCURRENCY APPROVALS

CSA	NUMBER OF APPLICATIONS	AREA/ LOCATION	NUMBER OF UNITS
CSA 1	62	Jupiter	3092
CSA 2	7	West Jupiter	611
CSA 3	45	Palm Beach Gardens	8338
CSA 4	7	West Palm Beach Gardens	19794
CSA 5	28	Riviera Beach	3828
CSA 6	0	West Riviera Beach	0
CSA 8	71	North Area – West Palm Beach	9772
CSA 9	6	West Area – West Palm Beach	1276
CSA 10	17	Acreage Area/ Royal Palm Beach	10260
CSA 11	53	South Area – West Palm Beach	5310
CSA 12	56	Central Area – West Palm Beach	5357
CSA 14	97	Lake Worth	2957
CSA 15	81	Greenacres	6447
CSA 16	19	Wellington	2336
CSA 17	102	Lantana/ North Boynton Beach	11045
CSA 18	28	West/ Central Palm Beach County	2607
CSA 19	88	Boynton Beach/ West Boynton Beach	19445
CSA 20	180	Delray Beach/ West Delray	16427
CSA 21	91	Boca Raton/ West Boca Raton	14722
CSA 22	0	Everglades	0
CSA 23	5	Belle Glade/ Pahokee	683
<b>TOTAL</b>	<b>1,043</b>		<b>144,307</b>

Source: School Concurrency Intake Records from June 2002 to November 2014

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## TOTAL NUMBER OF SCHOOL CONCURRENCY APPLICATIONS 2002 - 2014



The total number of school concurrency applications from 2002 to 2014 is: **1,043**

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## COMPLETED CAPITAL PROJECTS 2000 - 2014

School Type	New Schools	Modernized Schools	Additional Capacity (New Schools)	Additional Capacity (Modernized Schools)	Total Additional Capacity	Capacity 2000 & 2014	Enrollment 2000 & 2014	Enrollment Change 2000/2014
Elementary	25	37	23,372	7,996	31,368	67,404 96,176	70,663 75,709	5,046
Middle	10	9	12,606	2,189	14,795	29,777 45,795	35,676 35,731	55
High	6	8	12,618	2,412	15,030	38,085 54,467	41,683 51,160	9,477
<b>TOTAL</b>	<b>41</b>	<b>54</b>	<b>48,596</b>	<b>12,597</b>	<b>61,193</b>	<b>135,266 196,438</b>	<b>148,022 162,600</b>	<b>14,578</b>

• **TOTAL New & Modernized = 95**

• The Enrollment does not include Pre-K students or students in charter, alternative, ESE schools/centers  
• 2000 and 2014 enrollments are based on October FTE.

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## 2000 – 2012 TOTAL CAPITAL PROJECT COSTS (IN DOLLARS)

FY	New Schools	Modernization & Replacements	Addition & Remodeling	Total
2000	75,007,832	36,687,609	22,476,282	134,171,724
2001	95,334,256	16,543,521	25,745,366	137,623,144
2002	102,355,698	88,391,057	15,301,185	206,047,941
2003	145,378,937	157,765,364	11,538,789	314,683,090
2004	188,014,760	150,287,432	12,272,927	350,575,120
2005	82,649,473	151,943,072	42,280,798	276,873,344
2006	57,071,627	176,210,451	100,090,231	333,372,309
2007	40,575,542	170,277,207	103,536,424	314,389,172
2008	60,431,975	237,225,378	123,048,222	420,705,574
2009	45,389,381	140,100,143	85,641,457	271,130,981
2010	43,754,930	81,663,958	34,950,774	160,369,662
2011	9,039,599	19,900,371	32,650,908	61,590,877
2012	3,760,753	136,909,135	34,473,116	175,143,003
<b>TOTAL:</b>	<b>948,764,764</b>	<b>1,563,904,698</b>	<b>644,006,480</b>	<b>3,156,675,941</b>

Source: The School District of Palm Beach County Financial Records  
 2013-2014: The total project budget for Modernization and Replacement projects is \$137,822,073

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## MITIGATION/DENIALS

- Under School Concurrency, no developer has been required to provide mitigation in Palm Beach County
- No application denials have occurred

## CHANGING ENVIRONMENT

- District Schools no longer in "Growth Management" mode; in "Redevelopment Mode"
- Prevalence of Charter Schools
- School Board-initiated amendments to Boundary Change Policy regarding stability
- School Concurrency is no longer Mandatory
- 23 other Counties have repealed School Concurrency thus far

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## OPTIONS CONSIDERED

The Options considered by the subcommittee were:

- **Optional:** Continue with optional school concurrency but exclude full choice schools from the Level of Service (LOS), calculate the LOS at the CSA for each level of schools, count portables as capacity (as now required by Statute), and allow the District to meet the LOS within the fifth year of the Plan.
- **Optional:** Implement an alternative to School Concurrency – School Capacity Availability Determination (SCAD). District staff would conduct an analysis regarding the impacts on local schools, including potential boundary changes, and make recommendations that could be incorporated as conditions of development approval, dependent upon local government approving Board.
- **Mandatory:** Enter into the required Interlocal Agreement with the County and Municipalities for Coordinated Planning to address population projections, joint use of facilities, school site selection, infrastructure planning, and school site consistency with local government comprehensive plans. (Required by F.S. 163.31777)

The Draft ILA recommended by the IPARC Subcommittee includes a combination of Options 2 and 3.

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## UPDATES DUE TO CHANGED CONDITIONS/PROCEDURES

- Deleted School Concurrency provisions and replaced with "School Capacity Adequacy Determination" (SCAD)
- Updated population projection section (improved procedures & IPARC involvement)
- Eliminated TAG, DRT Table, Mitigation provisions, as they are no longer pertinent

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## "SCAD" DIFFERENCES

- Looks at actual schools serving proposed development
- Identifies potential boundary changes
- Provides realistic information on impacts to schools
- School Concurrency did not accomplish this

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## OTHER CHANGES

- Coordinated School Planning procedures
  - Use of electronic data sharing
  - More defined review process
  - Landscape Compromise Language
- Update Annual Management and Monitoring Reports
  - Streamline, remove redundant functions
  - Combine with the October FTE Report

ENHANCES CURRENT INTERGOVERNMENTAL  
COORDINATION

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## QUESTIONS/DISCUSSION

*Website:*

[www.palmbeachschools.org/planning/SCCHome](http://www.palmbeachschools.org/planning/SCCHome)



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