



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, April 2, 2014, 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>Dale S. Sugerman, Ph.D.</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**

**1. Presentation of Certificates of Appreciation to Town Commission-Appointed Volunteers**

**Tab 1**

**2. Proclaiming April as Water Conservation Month**

**Tab 2**

**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.

3. Regular Commission Meeting Minutes of March 19, 2014 Tab 3

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. BOARD MEMBERSHIP NOMINATIONS:

4. Robert Sheldon for the Library Board by Mayor James DuBois

Ludie Francois for the Planning and Zoning Board by Mayor James DuBois Tab 4

I. RESOLUTION:

5. Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina

Tab 5

J. NEW BUSINESS:

6. Authorizing the Town Manager to Submit Two Community Development Block Grant Applications

Tab 6

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 16, 2014

**SPECIAL  
PRESENTATION/  
REPORT**

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** April 2, 2014

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

**Agenda Title:** Presentation of Certificates of Appreciation to Town Commission-Appointed Volunteers

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

**Approved by Town Manager** *[Signature]* **Date:** *3/19/14*

*Vivian Mendez - Town Clerk*  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>Certificates of Appreciation</b></p>
<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>UM</i>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Each year, the Town of Lake Park honors its Commission-appointed volunteers for their dedication and services to the community. This year such volunteers are being publically recognized at this meeting through the presentation to them of Certificates of Appreciation by the Mayor James DuBois.

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



# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Guadalupe Lawrence

*"Volunteers Grow Our Community"*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.  
Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





**Certificate of Appreciation**

*Presented by the Town of Lake Park*

to

**Ludie Francois**

***“Volunteers Grow Our Community”***

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.*

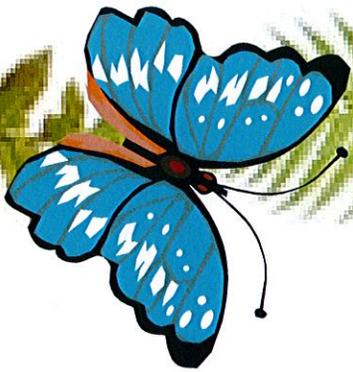
***Presented this 2nd Day of April 2014***



**Mayor James DuBois**



**Town Clerk Vivian Mendez**





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Elizabeth Auld

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park.*

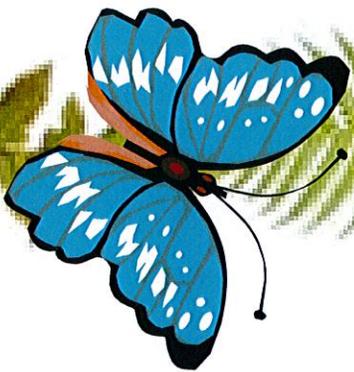
*Presented this 2nd Day of April 2014*

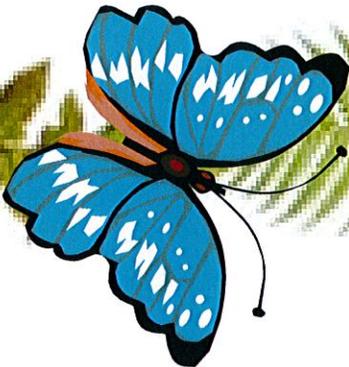


Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Diane Bernhard

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.  
Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Gummy Brutus

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.  
Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Cardace Moss

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park*

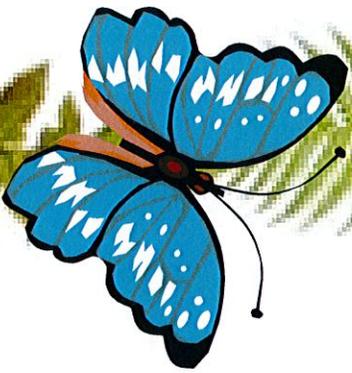
*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





**Certificate of Appreciation**

*Presented by the Town of Lake Park*

to

**Erich Von Urnh**

**“Volunteers Grow Our Community”**

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park.*

**Presented this 2nd Day of April 2014**



Mayor James DuBois



Town Clerk Vivian Mendez





*Certificate of Appreciation*

*Presented by the Town of Lake Park*

to

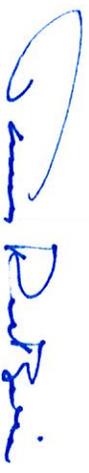
**Michele Dubois**

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park.*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Martin Schneider

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.*

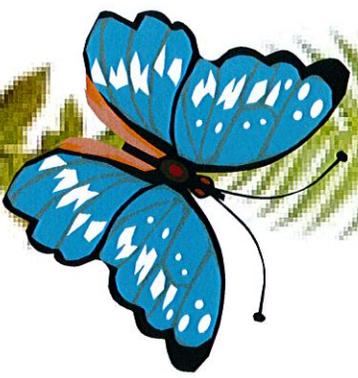
*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez



# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Jim Lloyd

*"Volunteers Grow Our Community"*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.*

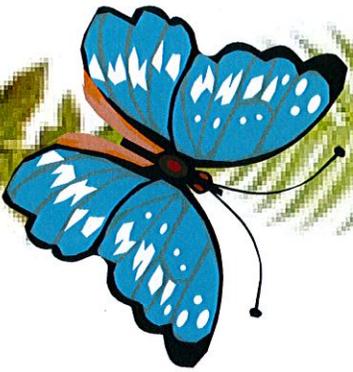
*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez



# Certificate of Appreciation

Presented by the Town of Lake Park

to

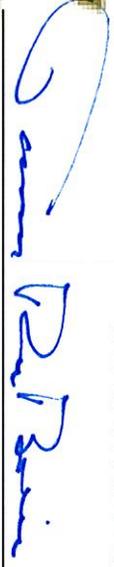
## Judith Thomas

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park.*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park,

to

## Christiane Francois

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment  
on behalf of the citizens of the Town of Lake Park.*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Roger Michaud

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park,*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez



# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Anthony Bortrager

*"Volunteers Grow Our Community"*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Merdez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Lisa Colgan

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park,*

*Presented this 2nd Day of April 2014*

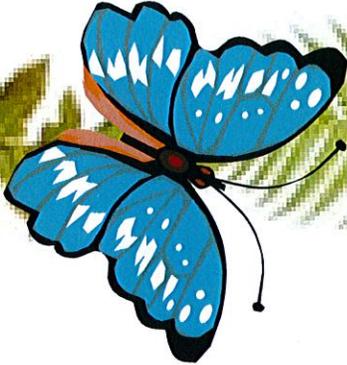


Mayor James DuBois



Town Clerk Vivian Mendez





# Certificate of Appreciation

Presented by the Town of Lake Park

to

## Natalie Schneider

*“Volunteers Grow Our Community”*

*In grateful recognition of your significant contribution and commitment*

*on behalf of the citizens of the Town of Lake Park.*

*Presented this 2nd Day of April 2014*



Mayor James DuBois



Town Clerk Vivian Mendez



# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** April 2, 2014

**Agenda Item No.** *Tab 2*

**Agenda Title:** Proclaiming April as Water Conservation Month

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

**Approved by Town Manager** *[Signature]* **Date:** *3/19/14*

*Vivian Mendez - Town Clerk*  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: \$ <b>0.00</b> Funding Source: Acct. # [ ] Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>Proclamation for Water Conservation Month</b></p>
<b>Advertised:</b> Date: _____ Paper: _____ <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 _____ or Not applicable in this case <i>VM</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

April of each year is traditionally declared throughout the State of Florida as Water Conservation Month. In cooperation with the State of Florida and the South Florida Water Management District, we have been asked to proclaim April as Water Conservation Month in the Town of Lake Park.

**Recommended Motion:** No motion is necessary. The Mayor should read the proclamation at the appropriate time.

# **Proclamation**

## **Town of Lake Park, Florida**

### ***Water Conservation Month – April 2014***

***WHEREAS***, water is a basic and essential need of every living creature; and

***WHEREAS***, the State of Florida, Water Management Districts and the Town of Lake Park are working together to increase awareness about the importance of water conservation; and

***WHEREAS***, April, typically a dry month when water demands are highest, is annually designated as Water Conservation Month to educate citizens about how they can help save Florida's precious water resources; and

***WHEREAS***, the Town of Lake Park encourages and supports water conservation through various educational programs and special events; and

***WHEREAS***, every business, industry, school and citizen can make a difference and help by efficiently using water, thus promoting a healthy economy and community.

***NOW, THEREFORE***, I, James DuBois, Mayor of the Town of Lake Park, Florida do hereby proclaim the month of April 2014 as

#### ***“Water Conservation Month”***

*and call upon each citizen and business in the Town of Lake Park to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Lake Park to be affixed this 2<sup>nd</sup> day of April, 2014.*

BY: \_\_\_\_\_  
*James DuBois, Mayor*

ATTEST:  
\_\_\_\_\_  
*Vivian Mendez, Town Clerk*

# **Consent Agenda**

# TAB 3





# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 19, 2014,  
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>
<hr style="border-top: 1px dotted black;"/>		
<b>Dale S. Sugerman, Ph.D.</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. RESOLUTION(S) - ACCEPTING ELECTION RESULTS
  - 1. RESOLUTION No. 07-03-14 Accepting the Certified Results of the Municipal Election Tab 1
  - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 11, 2014 FOR MAYOR.
- D. SWEARING IN CEREMONY:
  - 2. Swearing in Ceremony for Mayor Tab 2
- E. 3. ELECTING A VICE-MAYOR: Tab 3

**F. SPECIAL PRESENTATIONS/REPORTS**

**4. Parking Meter Analysis**

**Tab 4**

**G. PUBLIC COMMENT:**

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

**5. Regular Commission Meeting Minutes of March 5, 2014**

**Tab 5**

**6. Purchase Order Adjustment for Engine Rebuild on Public Works' Commercial Front-load Sanitation Vehicle and Approval for Payment**

**Tab 6**

**7. Accepting the 2012-2013 Annual Report from the Board of Directors of the Lake Park CRA**

**Tab 7**

**8. Approve the Non-Exclusive Franchise Agreement for Roll-off Container Collection Service with Southern Waste Systems, LLC and Waste Management, Inc.**

**Tab 8**

**I. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**

None

**J. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**

None

**K. RESOLUTION:**

**9. Resolution No. 08-03-14 Designation of Signatories for Town Bank Accounts**

**Tab 9**

**10. Resolution No. 09-03-14 Authorizing the Mayor to Sign an Agreement for Tennis Center Management Services**

**Tab 10**

**L. NEW BUSINESS:**

**11. Revisiting the Discussion Regarding the Regulation of Cast Net Fishing at the Lake Park Harbor Marina**

**Tab 11**

**12. Authorizing the Mayor to Sign a Scope of Work for Marina Seawall Remediation Design and Bidding Services**

**Tab 12**

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

**N. ADJOURNMENT**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, April 2, 2014**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, March 19, 2014, 6:44 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 19, 2014 at 6:44 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

**RESOLUTION(S) – ACCEPTING ELECTION RESULTS**

**1. Resolution No. 07-03-14 Accepting the Certified Results of the Municipal Election**

Mayor DuBois presented the item (see attached Exhibit "A").

**Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 07-03-14 Accepting the Certified Results of the Municipal Election; Commissioner Rapoza made the second.**

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.

**2. SWEARING IN CEREMONY:**

**Swearing in Ceremony for Mayor**

Mayor DuBois thanked his Sister-in-Law Claudette Towne for traveling from Barnwell, South Carolina for the ceremony and for his family's support. He was glad that she could be here. He appreciated the support of the Town, the voters, and the public of the Town of Lake Park.

Town Clerk Mendez performed the swearing in ceremony of Mayor James DuBois.

Mayor DuBois again thanked his sister-in-law for traveling from South Carolina. He thanked the public for their votes and support from the last term and all their hopes and support for this term.

### **3. ELECTING A VICE-MAYOR:**

Mayor DuBois presented this item. (see Exhibit "B")

Commissioner O'Rourke nominated Kimberly Glas-Castro for Vice-Mayor. With no other nominations, the Commission unanimously elected Kimberly Glas-Castro as Vice-Mayor and she accepted.

Mayor DuBois thanked Vice-Mayor Glas-Castro for taking on the responsibility of Vice-Mayor.

### **SPECIAL PRESENTATIONS/REPORTS**

#### **4. Parking Meter Analysis**

Town Manager Sugerman presented the item (see attached Exhibit "C").

Commissioner O'Rourke stated that his understanding of bringing this agenda item forward was to discuss the impact issues concerning special event parking. He asked the Town Manager if special events parking issues were part of the presentation.

Town Manager Sugerman explained that special event parking was not part of his presentation, although the agenda topic leaves it wide open for the Commission to discuss whatever they would like. He stated that his recollection, when asked to bring this item forward, was an analysis of trends, conditions, revenues, expenditures, and debt services, as it related to the parking meter program.

Commissioner Flaherty asked if the third sheet (see Exhibit "C") was a breakdown of the actual meters.

Town Manager Sugerman stated that he was correct.

Commissioner Flaherty stated asked what the numbering system was that run along the bottom of the crime report.

Town Manager Sugerman explained that it is an internal code used by the Palm Beach County Sheriff's Office (PBSO). He stated that what was important about the report, as you look at the graph, is how the number of calls has dropped.

Vice-Mayor Glas-Castro stated that the Revenue and Expense report shows that for 2013/2014 the Town would have paid off the debt service on the meters. She asked if that would mean that the Town would not have the \$32,000 line item. She stated that using the figures provided, the revenues would exceed expenses by \$20,000 or so.

Town Manager Sugerman stated that net revenues would exceed because the Town would no longer have the debt service expense. He explained that what was not included in the report (because he cannot commit to it yet) is that the Marina would be going through a new reconfiguration of the parking lot, with a different method of allowing parking thereby generating considerable more parking revenue. He explained that the Marina Task Force recommended the use of the boat ramp for free, rather than the \$10 honor system, but concentrate on selling parking. He stated that they figure that a year from now the revenue at the Marina, for parking, would be up considerably.

Commissioner O'Rourke asked if that information was included in the presentation.

Town Manager Sugerman stated that it was not included because he did not do a projection going forward, which is why the report ends at 2013/2014 annualized. He explained that he could commit that the debt service does come off, and based upon passed trends, future net revenues would be positive compared to prior years.

Vice-Mayor Glas-Castro stated that if the Marina follows the new parking system, since it is consistent with what Palm Beach County does, and the Town removes the parking meters around the parks, would that balance out for the Marina.

Town Manager Sugerman stated that he did not know, it would depend on what was projected for Marina revenue. He stated that he would be more comfortable answering that question a year from now when we have had more experience with the system.

Vice-Mayor Glas-Castro stated that her issue is that next year although revenues would have exceeded expenses, they would still have parking meters around the Tennis courts.

Mayor DuBois stated that he heard that quite a bit during the campaign and has heard it consistently over the years about the validity of the meters around the parks. He asked if in the future the Town decided to remove the parking meters around the parks, or the Marina, could the parking meter kiosks systems still be used for the Marina boat ramp. He asked could the ramp kiosks system be independently used from the parking meter kiosks system.

Town Manager Sugerman stated that he could not answer that question because he could not see how that could be conceivably done. He explained that the kiosks system is an honor system. Where a person would have to walk over to the kiosk system and pay for the numbered space they go into. He stated that the only way it is enforced is by the Code Enforcement Parking Officer that checks the report and verifies that each occupied space has made payment. He stated that he is not sure how placing a kiosk system at the boat ramp would be determined after launching a boat at the boat ramp.

Mayor DuBois asked if there was an extra kiosk reader system in storage.

Town Manager Sugerman stated that we do not have an extra kiosk reader system in storage, but we have an underutilized system at the Marina overflow parking lot.

Mayor DuBois stated that the only part that would not work would be the use of the Code Enforcement Parking Meter personnel. He stated that if there were no meters in Town,

would the Town be able to use the kiosk system for Marina boat ramp launches. He asked if the Town has any obligation to the parking meter company for maintenance service of those kiosks machines.

Town Manager Sugerman stated that the boat ramp is irrelevant because there would be no way of knowing once a boater has launched their boat if they paid for that launch.

Mayor DuBois stated that the boater would have paid a parking fee.

Town Manager Sugerman explained that kiosk would be for a vehicle parking space and the boat launch would be free.

Mayor DuBois clarified that if the Town removed all of the parking meters, would it still have an obligation to the parking meter company for fees of maintenance of those meters. Could the system be used as a standalone system just at the Marina for boaters to park their vehicles.

Town Manager Sugerman repeated for clarification purposes what the Mayor said and then tried to answer his question. He asked if the Mayor wanted to know if the kiosk system could be used as a standalone system independent from the meter head system at the parks.

Mayor DuBois stated that yes, it was one of his questions.

Town Manager Sugerman stated that the answer to that question was yes.

Mayor DuBois stated that he was not sure what the Commission's desire is about removing some or all of the meters, but what has been consistent is some type of fee at the boat ramp. If the Marina Task Force recommendation were followed, then the Town would still need a kiosk system for the Marina boat ramp and the Town would operate that kiosk system on its own.

Town Manager Sugerman stated "correct". He explained that the Town owns the kiosks systems, but we pay a maintenance fee to the company that supports them.

Commissioner O'Rourke asked for clarification if the Mayor was asking if the parking meters were removed would they be replaced with a kiosks system.

Mayor DuBois stated that was he asked was if the Commissions desired to be done with the parking meters would the Town still be able to operate a kiosk system at the boat ramp to collect boat launch fees.

Town Manager Sugerman stated that the answer is yes, but it would not be operated at the boat ramp, it would be operated at the parking lot for vehicles.

Mayor DuBois asked a question regarding the crime statistics trends and what is being done differently now compared to when they were first installed since the statistics seem to be changing again.

Town Manager Sugerman stated that he noticed the same trend, but has not done any further analysis since it was outside the scope of this analysis.

Mayor DuBois stated that if there were a way to find out what was being done differently now compared to what was being done when the parking meters were first installed, it may deter criminal activity from occurring.

Town Manager Sugerman stated that he would speak to Lieutenant Myers about that.

Commissioner O'Rourke asked when the free parking on Sunday's began.

Town Manager Sugerman stated that the Town Clerk would check and inform them of when that change was made.

Commissioner O'Rourke stated that PBSO is very responsive when they are called regarding suspicious activity at the park. He stated that he would like to have an off topic discussion regarding parking during special events. He stated that during a special event a Maintenance Of Traffic (MOT) is requested. If the Town has previously had an MOT done, can the Town offer that MOT to a special events coordinator for a fee.

Town Manager Sugerman explained that each special event would require a new MOT each time unless they have conducted a special event in the Town prior and would have the same exact layout.

Commissioner O'Rourke asked if different levels of MOT's could be developed.

Town Manager Sugerman stated that the Town does not have a staff member that is qualified to write an MOT, therefore when an applicant comes forward with a special event permit, they are required to obtain an MOT from an outside traffic engineer to write it and then staff reviews the MOT and determines if it is acceptable. He stated that this is part of the special events permit process. He explained that he does not have qualified staff to offer MOT services.

Commissioner O'Rourke asked if a specific special event had not been conducted in the Town prior, how they would know what options they have.

Town Manager Sugerman explained that the person would go to the Community Development Department and request a Special Events Permit. As part of the permit, there is a checklist and staff would review the checklist with the coordinator and determine what is needed in advance of the event.

Commissioner O'Rourke asked if an MOT was done for last year's 4<sup>th</sup> of July in June event where a section of Lake Shore Drive was closed.

Town Manager Sugerman stated that MOT's are about liability and therefore for the specific event that is being used as an example, no MOT was done because it was a Town sponsored event and the Town owns and controls the public right-of-ways. Therefore an

outside applicant is required to obtain and MOT for events because they do not own or control the public right-of-way.

Commissioner O'Rourke asked if an Ordinance could be adopted where if streets are closed due to a special event parking, a fee would be charged to generate more revenue for the Town.

Town Manager Sugerman stated yes and gave an example of how the Town could utilize a special event-parking fee.

Commissioner Rapoza asked how a fee could be collected.

Town Manager Sugerman explained how the area could be roped off and an attendant would collect the fee.

He stated that in 2011 the Town stopped collecting parking meter fees on Sunday's and Federal Holidays.

Commissioner Rapoza asked for clarification regarding the Town sponsored special events are charging for parking.

Commissioner O'Rourke stated that he was referring to events that reach outside of our community, which would bring very large amounts of people and a lot of parking would be necessary. He clarified that he was not referring to small Town sponsored events.

Commissioner Flaherty asked if there were a way to determine where the parking fines occur.

Community Development Director Nadia DiTommaso stated that the system they use has that capability and a report can be generated separating out where the tickets are issued.

Commissioner Flaherty asked for consensus from the Commission to request this type of report be generated, in the future, to see where the tickets are being issued. The Commission gave consensus.

Mayor DuBois asked if the balance of uncollected fines shown as receivables.

Finance Director Blake Rane stated that uncollected fines are not placed on the Town's financial system until they are collected because they are deemed uncollectable. If a license plate is ticketed three (3) times and they do not pay their bill, then the Town can place the collection on their property tax bill.

Community Development Director DiTommaso explained that there is an agreement with the Property Tax Collector where if an individual license plate has three (3) or more unpaid tickets, it then triggers a process where the individual would have to come and pay the tickets before they can renew their vehicle license plate.

Commissioner Flaherty clarified that these are collected revenues from the parking tickets.

Town Manager Sugerman stated that it is revenue that has been generated.

**PUBLIC COMMENT:**

1. Robert Trepp – Clarified the comments that he made at the February 19<sup>th</sup> meeting. He asked the Commission to be a In-kind sponsor of the Chili Cook-off event and asked for the closing of Lake Shore Drive between Greenbriar Drive and Hawthorne Drive.

Mayor DuBois reviewed a list of items the Town can offer as In-kind to be: waiving parking meters, signage at Kelsey Park, parking on Park Avenue, notification on the Town's website, and notification on the Northern Palm Beach County Chamber of Commerce website.

Mr. Trepp referred to an earlier comment made by Town Manager Sugerman in which an MOT would not be necessary if the Town were an In-kind sponsor of his event because the Town owns the public right-of-ways. He stated that they are looking to close the northern section of Lake Shore Drive where it borders Kelsey Park because the parking lot in that area is small.

A discussion ensued regarding the necessity of an MOT for special events in Town.

Mr. Trepp stated that the overflow parking lot is too small for their needs and requested that Lake Shore Drive be closed between Greenbriar Drive and Foresteria Drive.

Mayor DuBois stated that in his opinion the items Mr. Trepp was looking for were considered legislative items that the Commission would consider.

Town Manager Sugerman stated that this is not a legislative item and that the Commission is attempting to administer the application process, which is done at the staff level, which is unacceptable under this form of Government, "In my humble opinion."

Mayor DuBois stated that he is trying to accommodate someone that is trying to put on an event and include the Town as a sponsor. He stated that he is not seeing the willingness of administrations to work with someone.

Town Manager Sugerman clarified that a Special Event Application has been received since the last Commission meeting and he is not sure where it is at in the process. But if the Commission wishes to disregard the process then that is their prerogative.

Vice-Mayor Glas-Castro clarified that what she has heard is a request for In-kind sponsorship and the Town's In-kind contribution would be the items that the Mayor outlined earlier.

Town Manager Sugerman stated that if the Commission would like to take a short recess, he would have staff make copies of the Special Event Application and the Commission can go through the application process.

Vice-Mayor Glas-Castro asked why the Town Manager is frustrated with this event, which is no difference than Privates Fest.

Town Manager Sugerman explained that Privates Fest requested free parking.

Town Attorney Thomas Baird stated that this section of the agenda is for Public Comment and the Commission is starting to deliberate on an item, which is inappropriate at this time.

Mayor DuBois suggested that the item be continued to the Commission Comment section of the agenda.

**CONSENT AGENDA:**

- 5. Regular Commission Meeting Minutes of March 5, 2014.**
- 6. Purchase Order Adjustment for Engine Rebuild on Public Work’s Commercial Front-load Sanitation Vehicle and Approval for Payment.**
- 7. Accepting the 2012-2013 Annual Report from the Board of Directors of the Lake Park CRA**
- 8. Approve the Non-Exclusive Franchise Agreement for Roll-off Container Collection Service with Southern Waste Systems, LLC and Waste Management, Inc.**

Commissioner Flaherty requested that the Regular Commission Meeting minutes of March 5, 2014 be pulled from the Consent Agenda.

**Motion: A motion was made by Commissioner O’Rourke to approve items 6, 7, and 8 on the Consent Agenda; Vice-Mayor Glas-Castro made the second.**

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.

Commissioner Flaherty requested that several clarifications be made to the Regular Commission Meeting minutes of March 5, 2014. He clarified what he said while Club 100 Charities were speaking. He stated that Ms. Bernhard brought to his attention that here comments be removed and rewritten to say that “she made a suggestion that unused time at meeting might be the opportunity at meeting for open dialog between the Commissioner members”. The final change was where he thanked the Town Manager for

opening the doors to new organizing, such as Tommy Hutton Baseball, and negotiating that Town of Lake Park resident could receive discounts with those organizations and he thanked the Town Manager for that.

Mayor DuBois had one change as well. “Mr. Drier stated that the food pantry serves 56 percent of Lake Park residents.” He stated that could it be possible that it should be that “56 percent of the food pantry users are from Lake Park”.

**Motion: A motion was made by Commissioner Flaherty to approve items 5 on the Consent Agenda as amended; Commissioner Rapoza made the second.**

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 HEARINGS - ORDINANCES ON FIRST READING:**

None

**PUBLIC HEARINGS - ORDINANCE ON SECOND READING:**

None

**RESOLUTION:**

**9. Resolution No. 08-03-14 Designation of Signatories for Town Bank Accounts**

Town Manager Sugerman explained the item (see attached Exhibit “D”).

Finance Director Blake Rane explained that the Resolution request an alternate be designated as well as the Mayor and Vice-Mayor.

**Motion: A motion was made by Commissioner O'Rourke to approve the designation of Commissioner Erin Flaherty as the alternate on the Town bank accounts; Commissioner Rapoza made the second.**

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.

**Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 08-03-14 Designation of Signatories for Town Bank Accounts; Commissioner Flaherty made the second.**

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.

**10. Resolution No. 09-03-14 Authorizing the Mayor to Sign an Agreement for Tennis Center Management Services.**

Town Manager Sugerman explained the item (see attached Exhibit "E").

Darryl Fornatora, owner of TenStar Management introduced himself answered questions of the Commission.

Commissioner O'Rourke asked if he would keep Itamar Macedo on staff.

Mr. Fornatora stated that he would be keeping Mr. Macedo on staff.

Commissioner O'Rourke stated the Mr. Macedo is a well-known member of this community and he had heard concerns that Mr. Macedo was being pushed out.

Mr. Fornatora explained that he has spoken with Mr. Macedo, who will continue to have his women's leagues and private lessons.

Vice-Mayor Glas-Castro asked if this Request for Proposal (RFP) have the same scope of work as previous RFP's or did we expand the scope.

Town Manager Sugerman explained that the scope of work has been significantly expanded.

Commissioner Rapoza highlighted a few benefits in the Tennis Pro's responsibilities, such as providing one free tennis lessons per week for a minimum of one hour to Lake Park children between the ages of 6-16.

Mr. Fornatora stated that he would be happy to do so and that it would be the cornerstone of the program. He stated that he looks forward to starting the program starting on May 1<sup>st</sup>.

Commissioner O'Rourke has witnessed him working with the children.

**Motion: A motion was made by Commissioner O'Rourke to approve Resolution 09-03-14 Authorizing the Mayor to Sign an Agreement for Tennis Center Management Services; Commissioner Flaherty made the second.**

Commissioner O'Rourke expressed his concern with two areas at the Tennis Center facility, lighting, and bathrooms. He suggested that the Town apply for grant funds to improve those areas.

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 Manager Sugerman stated that the contract with TenStar Management would take effect on May 1<sup>st</sup>.

**NEW BUSINESS:**

**11. Revisiting the Discussion Regarding the Regulation of Cast Net Fishing at the Lake Park Harbor Marina**

Town Manager Sugerman explained the item (see attached Exhibit "F").

Commissioner Flaherty explained that he would like to regulate, or limit the size of the cast nets that are used at the Harbor Marina fishing pier only.

Commissioner Rapoza asked what size is currently being used.

Commissioner Flaherty stated that rumor about an oversized cast netting of between 16 - 20 foot sizes is being used. He is recommending an eight foot or smaller size cast netting be used off the Marina fishing pier only.

Vice-Mayor Glas-Castro clarified that this is only for the Marina fishing pier not the seawall.

Commissioner Flaherty agreed.

Mayor DuBois asked how would it be implemented and how does it get enforced without an Ordinance being adopted. The Marina staff, Code Enforcement, and law enforcement could try, but staff is not there late at night. He asked if Fish and Wildlife would enforce a Town Ordinance.

Town Manager Sugerman explained that Florida Fish and Wildlife would not enforce a Town Ordinance. He explained that if the Commission were to adopt an Ordinance it would be enforceable, but not sure that it could successfully be enforced. It would have to be a sworn officer to enforce the Ordinance.

Mayor DuBois was not sure if it would be worth staff's time to create an Ordinance that may not be enforceable. He asked if a sign could be hung requesting no cast net fishing on the Marina fishing pier.

Town Manager Sugerman stated that what Commissioner Flaherty is requesting is support from the Commission to have an Ordinance drafted regarding prohibiting cast net larger than eight (8) feet off of the Harbor Marina fishing pier.

Mayor DuBois asked the Commission if there were desire to proceed with an Ordinance regarding regulating cast net fishing on the Marina fishing pier as recommended by Commissioner Flaherty.

Commissioner Rapoza asked if a sign referencing the Ordinance would be placed on the Marina fishing pier be considered negative.

Town Attorney Baird stated that the appropriate action would be to have an Ordinance adopted and a sign referencing the Ordinance. It would then give staff and PBSO the ability to enforce.

Commissioner O'Rourke asked why not have the Ordinance reference cast net fishing off the shore, and not just the fishing pier.

Vice-Mayor Glas-Castro explained that the water flow is greater right off, the Marina fishing pier allowing more fish to be caught.

The Commission came to consensus to have an Ordinance brought back for the Commission to consider at a future meeting.

## **12. Authorizing the Mayor to Sign a Scope of Work for Marina Seawall Remediation Design and Bidding Services.**

Town Manager Sugerman explained the item (see attached Exhibit "G").

Commissioner Flaherty clarified that this is just the planning stages that will then have all of the plans for how to actually move forward with the recent decision to do the repair work.

Town Manager Sugerman explained that this agenda item is to design the repair work and then allow staff to bid the repair work.

Commissioner Flaherty stated that he noticed that they added the future concrete slab and recalled discussion of stamp concrete or replacing the brick pavers.

Town Manager Sugerman stated that it was clear that the Commission wanted to go with stamped concrete rather than pavers. He stated that there would be a separate contract for the concrete work. He explained that the design and bidding for the concrete work would be less than \$10,000, which is within his spending authority.

**Motion: A motion was made by Commissioner O'Rourke to Authorizing the Mayor to Sign a Scope of Work for Marina Seawall Remediation Design and Bidding Services; Commissioner Rapoza made the second.**

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** stated that they have served the registered agent for the Grumpy Grouper and they have an opportunity to respond by April 3, 2014.

**Town Manager Sugerman** announced that the next Sunset Celebration will be on Friday, March 28, 2014 featuring Fonda Cash, who is a locate performer. He announced that Senate Bill 582, sponsored by Senator Clemens called the Substance Abuse Services Bill (Sober Home Legislation) did pass in the Community Affairs Committee after 4:00 p.m. today with a unanimous vote. It will now move from this committee to the Appropriations Committee.

**Commissioner Rapoza** read an email she received from Club 100's Charities Harry Drier in which he states that he met with Earl Stewart of Earl Stewart Toyota and Mr. Stewart was extremely impressed with what Club 100 is doing in the community. She stated that she is working on efforts for the Marina and is working with Jamie Hart, Marina Director to gain sponsorship for the Marina.

**Commissioner Flaherty** thanked the Town Manager for the Sober Homes update. He stated that it was great to see the activities at Bert Bostrom field with the basketball nets up and baseball later in the evening, it was great to see the park full of life. He stated that on Friday it was great to see that Lake Park Elementary school had a field day event and were using both Kelsey and Lake Shore Parks. He asked if events like Tommy Hutton Baseball could be placed on the marquee in front of Town Hall. He stated that several people approached him asking why the event was not posted. He asked if there was a limit on what could be placed on the marquee.

Town Manager Sugerman stated that we do not put outside groups on the marquee; however we have an arrangement with Tommy Hutton Baseball to post all of their events on the Town's website.

Commissioner Flaherty asked if the tax help could be something that is placed on the marquee since the Library is sponsoring it.

Town Manager Sugerman stated that if the Library is sponsoring it, then yes it can be placed on the marquee.

Commissioner Flaherty stated that he received a complaint from a resident that was issued a code violation for having a boat in his front yard. The resident was asked to move the boat within seven (7) days. He asked if the Commission would consider reviewing the Ordinance and possibly extend the time to 14 days.

Attorney Baird explained that the Ordinance does not regulate the time that a person can have a boat in their front yard. That is the function of the Code Officer noticing someone of a violation and allowing him or her reasonable time to comply with the Code.

Commissioner Flaherty asked if they could extend the time to remove the boat.

Town Attorney Baird explained it is not a function of the Commission; ultimately, it is the function of the Special Magistrate.

Commissioner Rapoza congratulated Mayor DuBois on his re-election and is honored to serve with him.

**Commissioner O'Rourke** stated that he was honored to represent the Town in Tallahassee during Palm Beach County Days on March 4<sup>th</sup> and 5<sup>th</sup>. He gave a synopsis of the delegates that he and the Mayor met regarding the Sober House Legislation. He gave a brief history of the Town's involvement on getting the Sober House Legislation moving forward.

**Vice-Mayor Glas-Castro** stated that the Sober House Bill passed unanimously through the Healthy Family Sub Committee in the House. She congratulated Mayor DuBois on his re-election.

**Mayor DuBois** stated that a legislative alert is sent out with updates. He stated that he stopped by the Tommy Hutton Baseball event on Saturday, March 15<sup>th</sup> at Bert Bostrom Park and it was great to see the kids playing in the park.

Town Manager Sugerman gave some statistics about the event. He stated that there were over 200 registrants for the three-on-three tournament, with about 30 from the immediately neighborhoods. There were 80 registrants for a Red-Robin Baseball game, and they hosted a Punt, Pass, and Kick event.

Mayor DuBois met and had a great conversation with Brian Justin and if anyone can volunteer, it would be appreciated.

Commissioner O'Rourke asked if there are any community service hour's available workings with Brian Justin.

Town Manager Sugerman stated that he is not aware of any.

Mayor DuBois asked if there would be a future agenda item with a list of Community Development Block Grant projects for the Commission to review that would cover the lighting at the Tennis Courts and some of the other projects mentioned earlier.

Town Manager Sugerman stated that he would be meeting with Palm Beach County in the morning showing them a list of projects, which include Tennis Court and Basketball Court lighting, bathrooms, etc. to find out which projects would be the easiest to secure. He stated that there will be approximately \$385,000 in fiscal year 2014/2015.

Mayor DuBois explained that with regards to the Public Comment made earlier in the evening; he is trying to be fair with what has been done in the past and try to help out as much as possible. He stated that he is supportive of the items that would be considered the Town's contribution for this special event and hopes that Town Administration would be as well.

Vice-Mayor Glas-Castro stated that she does not understand the difference between this special event and those that have come before the Commission in the past. She explained that the last time Mr. Trepp spoke to the Commission he was told that there were two (2) means of soliciting Town participating in a private event. The two (2) means were to go to Town Administration or come before the Town Commission and does not understand what the concerns are now.

Town Manager Sugerman stated that he does not have concerns at the event; his concern was about the Commission doing an administrative function. He stated that no one has asked what the status was of this Special Events Application. He explained that there is a Special Events Application that has been received, reviewed, and staff has made comments; he is not aware if the Special Events Permit has been issued yet. He stated that he can report what staff has done to be in full support of this event.

Community Development Director DiTommaso explained the process and listed the items that were not included in the application that were requested this evening. Those items included road closure, waiving parking, waiving signage fees, and advertisement on the Town's website. Because of the last meeting in which Mr. Trepp spoke to the Commission, additional parking will be provided along Park Avenue. The Public Works Department will set up barricades designating event parking on Park Avenue. The Town would be providing services for this event to this extent. She explained what was necessary for the application to closed out the review process for this application.

Town Manager Sugerman explained that tonight, for the first time, we heard a request for the Town to be a sponsor of this event, yet staff has been working with them for several months and are supportive of the event.

Vice-Mayor Glas-Castro stated that it sounded like the applicant needs to amend the application to include the items being considered.

Commissioner O'Rourke stated that at some point you reach the time when the application needs to be completed.

Town Manager Sugerman explained that the Code states fourteen (14) days before an event. He stated that this event has five (5) days to go through the review process for those amendments.

Commissioner O'Rourke stated that he is not sure if this event coordinator is aware of what can be requested.

Mayor DuBois stated that this is the second event this coordinator has in the Town. He is not sure if there is a section on the application that addresses some of the issues that were discussed, such as: waiving of fees, advertisement on the website, or other things that could be included in the application.

Town Manager Sugerman stated that those items are not on the application, but when staff meets with an applicant, we can have those discussions. It is not unusual to have someone ask to have the parking waived, or special signage, or closing of streets. Staff does not have the authority to make those decisions and therefore the applicant is told to come before the Commission to request those things well in advance of an event.

Vice-Mayor Glas-Castro stated that she is in support of the In-kind Town sponsorship for the items that the Mayor outlined; waiving of parking, parking along Park Avenue, road closure, signage at Kelsey Park, and information on the website.

The Commission came to consensus to support the event with the amended requests.

Mayor DuBois stated that next time everything should be placed on the application up front. He understands that the application was delayed because they were working with a non-profit.

Community Development Director DiTommaso asked for clarification on a few items that staff would now be providing. She asked if the Commission was referring to waiving the signage fee.

Mr. Trepp stated that he would need the signs up for longer than two (2) weeks.

Mayor DuBois asked what is the signage fee.

Community Development Director DiTommaso stated that the fee is \$100, which allows three (3) signs along US Highway 1, two (2) along each of the side streets, and three (3) along Lake Shore Drive.

Town Manager Sugerman requested a formal vote on the waiving of signage fee.

Community Development Director DiTommaso stated that the Town might not have enough barricades to close the section requested of Lake Shore Drive, which may involve additional cost.

Public Works Director Dave Hunt clarified that he is being asked to obtain an MOT and the possibility of renting additional barricades to close the section of Lake Shore Drive. He stated that staff overtime may be necessary for setting up and taking down of the barricades, and funding sources for both would need to be indentified since both of these request are not funded.

Commissioner O'Rourke asked if it was necessary to close Lake Shore Drive.

Mr. Trepp stated that it is not necessary.

Community Development Director DiTommaso asked for clarification on the parking meters.

Mr. Trepp explained that it would be for the parking meters along the North and South area of the Kelsey Park.

Mayor DuBois recapped the items being requested as waiver of signage fee, parking meter enforcement on Greenbriar Drive and Foresteria Drive.

Town Manager Sugerman stated that staff could support both of those items by motion, section, discussion and a vote.

**Motion: A motion was made by Commissioner O'Rourke to Waive the Signage Fee, and Parking on Greenbriar Drive and Foresteria Drive around Kelsey Park; Vice-Mayor Glas-Castro made the second.**

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.

Mayor DuBois stated that the idea is to have all the wish list items placed on the application including request for sponsorship.

Mayor DuBois thanked his sister-in-law Claudette Town for traveling from South Carolina tonight. He thanked and appreciated the Town and administration for their support on the re-election and he looks forward to a second term.

**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 9:07 p.m.

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Mayor James DuBois

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Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2014



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2014

Agenda Item No.

**Agenda Title: Resolution No. 07-03-14 Accepting the Certified Results of the March 11, 2014 Mayoral Election**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 3/5/14

*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> <ul style="list-style-type: none"> <li>• Resolution</li> <li>• Certified Results of the Mayoral Election from the Supervisor of Elections</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 <u>UM</u> <b>Please initial one.</b>

**Summary Explanation/Background:** The purpose of this Resolution is to accept the certified results of the March 11, 2014 Mayoral Election

**Recommended Motion:** I move to approve Resolution No. 07-03-14 Accepting the Certified Results of the March 11, 2014 Mayoral Election.

UNOFFICIAL RESULTS  
Cumulative Totals

HIGHLAND - COMMISSIONER

Completed Precincts	2 of 2
Under Votes:	3
Over Votes:	0
NPA - Dennis J. Sheridan	495 50.93%
NPA - Rhoda Zelniker	477 49.07%

JUPITER - FIRST DISTRICT

Completed Precincts	29 of 29
Under Votes:	6
Over Votes:	0
NPA - Joe Charles	543 39.66%
NPA - Todd Wodraska	826 60.34%

OCEAN RIDGE - COMMISSIONER

Completed Precincts	1 of 1
Under Votes:	126
Over Votes:	0
NPA - James Bonfiglio	296 37.76%
NPA - Richard Lucibella	388 49.49%
NPA - Robert Wehr	100 12.76%

HIGHLAND QUESTION

Completed Precincts	2 of 2
Under Votes:	108
Over Votes:	0
YES	640 73.82%
NO	227 26.18%

LAKE PARK - MAYOR

Completed Precincts	5 of 5
Under Votes:	0
Over Votes:	0
NPA - James DuBois	214 58.95%
NPA - Steve Hockman	149 41.05%

PB SHORES - MAYOR

Completed Precincts	1 of 1
Under Votes:	5
Over Votes:	0
NPA - Tom Mills	242 49.69%
NPA - John M. Workman	245 50.31%

HYPOLUXO - COUNCIL

Completed Precincts	2 of 2
Under Votes:	74
Over Votes:	0
NPA - Devon Born	70 16.17%
NPA - Michael C. Brown	121 27.94%
NPA - Linda Boone Allen	67 15.47%
NPA - Brad Doyle	90 20.79%
NPA - Christine Nagy	85 19.63%

MANGONIA - SEAT 3

Completed Precincts	1 of 1
Under Votes:	10
Over Votes:	0
NPA - Clarence R. McConnell	86 48.04%
NPA - Edward Earl Smith	93 51.96%

PB SHORES - COMMISSIONER

Completed Precincts	1 of 1
Under Votes:	201
Over Votes:	0
NPA - John B. Maffett	243 31.03%
NPA - Thomas R. Sullivan	274 34.99%
NPA - Lisa A. Tropepe	266 33.97%

JUNO - SEAT ONE

Completed Precincts	4 of 4
Under Votes:	0
Over Votes:	0
NPA - Jason Haselkorn	323 70.22%
NPA - Joseph Rooney	137 29.78%

MANGONIA - SEAT 4

Completed Precincts	1 of 1
Under Votes:	0
Over Votes:	0
NPA - Arivan Alipanah	18 9.52%
NPA - Kelisha Buchanan-Webb	90 47.62%
NPA - Addie L. Greene	81 42.86%

PB SHORES QUESTION

Completed Precincts	1 of 1
Under Votes:	15
Over Votes:	0
YES	167 35.01%
NO	310 64.99%

**UNOFFICIAL RESULTS**

Cumulative Totals

**PALM BEACH**

<p>PB GARDENS - GROUP 3</p> <p>Completed Precincts 45 of 47 Under Votes: 79 Over Votes: 3</p> <p>NPA - Eric Jablin 3,605 51.02% NPA - Michael J. Perragine 3,461 48.98%</p>	<p>SOUTH BAY - GROUP ONE</p> <p>Completed Precincts 1 of 1 Under Votes: 9 Over Votes: 0</p> <p>NPA - Esther E. Berry 184 57.68% NPA - Kina Green-Phillips 135 42.32%</p>
<p>PB GARDENS - GROUP 5</p> <p>Completed Precincts 45 of 47 Under Votes: 496 Over Votes: 4</p> <p>NPA - Robin Deaton 3,018 45.40% NPA - Marcie Tinsley 3,630 54.60%</p>	<p>SOUTH BAY - GROUP FIVE</p> <p>Completed Precincts 1 of 1 Under Votes: 2 Over Votes: 0</p> <p>NPA - RL Thomas Jr 86 26.38% NPA - Virginia K. Walker 101 30.98% NPA - John Wilson 139 42.64%</p>
<p>RIVERA QUESTION</p> <p>Completed Precincts 21 of 21 Under Votes: 6 Over Votes: 0</p> <p>YES 2,645 73.33% NO 962 26.67%</p>	<p>WELLINGTON - SEAT 2</p> <p>Completed Precincts 29 of 29 Under Votes: 45 Over Votes: 2</p> <p>NPA - Anne Genwig 2,557 62.67% NPA - Sharon Lascola 1,523 37.33%</p>
<p>ROYAL PALM - MAYOR</p> <p>Completed Precincts 23 of 23 Under Votes: 3 Over Votes: 0</p> <p>NPA - Laurel Bennett 110 5.68% NPA - Matty Mattioli 722 37.25% NPA - Felicia Matula 689 35.55% NPA - Martha Webster 417 21.52%</p>	<p>WELLINGTON - SEAT 3</p> <p>Completed Precincts 29 of 29 Under Votes: 50 Over Votes: 0</p> <p>NPA - Howard K. Coates, Jr. 2,318 56.86% NPA - Matt Kurit 1,759 43.14%</p>

**UNOFFICIAL RESULTS**

**MUNICIPAL\_2014\_E**

Cumulative Totals

March 11, 2014

**PALM BEACH**

**REGISTRATION & TURNOUT**  
PALM BEACH

Completed Precincts	274 of 277
Total Registration	316,521
Precinct Ballots Cast	33,356 10.54%
Precinct ADA Ballots Cast	0 0.00%
Absentee Ballots Cast	8,836 2.79%
Early Voting Ballots Cast	0 0.00%
Early Voting ADA Ballots Cast	0 0.00%
Provisional Ballots Cast	3 0.00%

**ATLANTIS - SEAT 1**

Completed Precincts	1 of 1
Under Votes:	0
Over Votes:	0
NPA - Fred Furtado	204 51.26%
NPA - Daniel Larkin	194 48.74%

**BOYNTON2 - COMMISSIONER**

Completed Precincts	7 of 7
Under Votes:	1
Over Votes:	0
NPA - Mack McCray	568 71.36%
NPA - Paula Melley	228 28.64%

**BOYNTON4 - COMMISSIONER**

Completed Precincts	13 of 13
Under Votes:	1
Over Votes:	0
NPA - Joe Casello	304 78.55%
NPA - Carmela R. Nanton	83 21.45%

**BOCA - MAYOR**

Completed Precincts	37 of 37
Under Votes:	65
Over Votes:	1
NPA - Susan Haynie	6,250 56.99%
NPA - Anthony Mathess	4,716 43.01%

**BOCA - SEAT B**

Completed Precincts	37 of 37
Under Votes:	533
Over Votes:	4
NPA - Mohamed Abdalla	558 5.32%
NPA - Michael Mullaugh	5,480 52.22%
NPA - Craig F. Ehmsst	3,297 31.41%
NPA - Eric Gooden	1,160 11.05%

**BOCA - SEAT D**

Completed Precincts	37 of 37
Under Votes:	795
Over Votes:	0
NPA - Rosetta V. Bailey	1,666 16.27%
NPA - Robert S. Weinroth	6,819 66.61%
NPA - Yaniv Alcalay	1,752 17.11%

**DELRAY - SEAT 2**

Completed Precincts	35 of 36
Under Votes:	90
Over Votes:	0
NPA - Richard 'Rick' Burgess	286 4.52%
NPA - Chris Davey	2,908 45.93%
NPA - Al Jacquet	3,138 49.56%

**DELRAY - SEAT 4**

Completed Precincts	35 of 36
Under Votes:	179
Over Votes:	5
NPA - Pamela Brinson	292 4.68%
NPA - Angie Gray	2,538 40.69%
NPA - Jordana Jarjura	3,189 51.12%
NPA - Victor 'Doc Vic' Kirson	219 3.51%

**DELRAY QUESTION**

Completed Precincts	35 of 36
Under Votes:	1,100
Over Votes:	2
YES	2,942 55.30%
NO	2,378 44.70%

**GREENACRES - DISTRICT III**

Completed Precincts	16 of 16
Under Votes:	3
Over Votes:	0
NPA - Judith Dugo	784 71.08%
NPA - Rochelle Gaenger	319 28.92%

**GULSTREAM - COMMISSION**

Completed Precincts	1 of 1
Under Votes:	363
Over Votes:	0
NPA - Robert Ganger	325 18.87%
NPA - Scott W. Morgan	325 18.87%
NPA - Martin E. O'Boyle	122 7.08%
NPA - Joan K. Orthwein	313 18.18%
NPA - Thomas M. Stanley	317 18.41%
NPA - Donna S. White	320 18.58%



Town of Lake Park Town Commission

Exhibit "B"

Agenda Request Form

Meeting Date: March 19, 2014 Agenda Item No.

Agenda Title: Electing a Vice-Mayor

- [ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON \_\_\_ READING
[ ] NEW BUSINESS
[X] OTHER: Electing a Vice-Mayor

Approved by Town Manager [Signature] Date: 3/5/14

Vivian Mendez - Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Town Charter Article IX - Duties of Certain Town Officers, Section 1), Advertised (Not Required), and notification details.

Summary Explanation/Background: In the Town's Charter, Article IX, Duties of Certain Town Officers in Section 1. Duties of certain officers it states that "the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor."

The Town conducted a Mayoral Election on March 11, 2014 therefore it is necessary for the Town Commission to elect a Vice-Mayor through a nomination process.

Recommended Motion: I move to nominate \_\_\_\_\_ as Vice-Mayor.

## ARTICLE IX. DUTIES OF CERTAIN TOWN OFFICERS

### Section 1. Duties of certain officers.

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

**Editor's note**—Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.

### Section 2. Powers and duties of town clerk.

**Editor's note**—This section was transferred to Code of Ordinances § 2-84 pursuant to F.S. § 166.021.

### Section 3. Powers and duties of the town tax assessor.

**Editor's note**—This section was superseded by F.S. § 193.116 which provides for assessment by the county property appraiser.

### Section 4. Powers and duties of the town tax collector.

**Editor's note**—This section was superseded by F.S. § 193.116 which provides for tax collection by the county tax collector.

### Section 5. Powers and duties of the town treasurer.

**Editor's note**—This section was transferred to Code of Ordinances § 2-85 pursuant to F.S. § 166.021.

### Section 6. Powers and duties of the town budget officers.

**Editor's note**—Portions of this section were transferred to Code of Ordinances § 2-86 and others deleted pursuant to F.S. § 166.021.

### Section 7. Town attorney.

The Commission shall appoint a Town Attorney who shall be responsible for the town's legal affairs and act as legal counsel for the commission, its officers, employees and appointed boards or committees in the performance of their official duties. The Town Attorney shall be properly qualified, the minimum qualifications being a member in good standing of the Florida Bar, and at least five years experience as a full time county or municipal attorney. The responsibilities and duties of the Town Attorney and his appointment and removal shall be as set forth in section 2-87 of the Town's Code of ordinances.

(Ord. No. 06-2012, § 2, 5-2-2012)

## ARTICLE X. APPOINTMENT AND REMOVAL OF TOWN EMPLOYEES AND OFFICERS

**Editor's note**—This article was deleted pursuant to F.S. § 166.021.

## ARTICLE XI. ANNUAL AUDIT

**Editor's note**—This article was deleted pursuant to F.S. § 166.021.

## ARTICLE XII. TOWN POLICE DEPARTMENT

**Editor's note**—This article was deleted pursuant to F.S. § 166.021.

## ARTICLE XIII. MUNICIPAL JUDGE AND JUDGES AD LITEM

**Editor's note**—This article was superseded by Fla. Const. art. V, § 20(d)(4) which abolished all municipal courts by January 3, 1977.

## ARTICLE XIV. MUNICIPAL RECALL

### Section 1. Mayor, any commissioner or any elected official may be recalled.

The Mayor, any Commissioner or any other elected official may be recalled and removed from his or her respective office as provided by Florida Law (F.S. § 100.361, Municipal Recall.) (Ord. No. 5-1984, § 2, 3-21-1984)



Exhibit "c"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2014

Agenda Item No.

Agenda Title: Parking Meter Analysis

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

Approved by Town Manager  Date: 3/14/14

Dale S. Sugerman, Ph.D. / Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Parking meter revenue and expense analysis Crime comparison chart
<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 <u>DSS</u>  <b>Please initial one.</b>

Summary Explanation/Background:

The Town Commission has asked that the topic of parking meters be placed on this Commission agenda for further discussion. Attached are three documents which will provide some data related to this subject. The items include:

- A revenue and expenditure spreadsheet outlining 2012/2013 actual amounts and 2013/2014 projected amounts. Please notice that the expenses line item includes the debt service expenses (and there is a separate line just for debt service on the chart as well). For both years depicted, expenses exceed revenues. However, the debt service ends this current budget year. Therefore, if everything stays the same, revenues will exceed expenses in all future years should the parking meters stay in place.

- An accounting of parking tickets issued, parking meter revenue, annual parking pass revenue, and parking citation revenue.
- A color graph provided to us by PBSO, showing the crime comparisons, by year, for the two sectors of the community that are considered to be in the Kelsey Park area. We had heard anecdotally that when the parking meters were installed in 2009, that they had a positive effect on reducing crime in and near the park because our parking enforcement efforts established a clear presence when patrolling for parking meter violators. And one other bit of anecdotal evidence is that “bad guys” don’t like to plug the parking meters. As one can see, crime statistics seemed to go down the year after the parking meters were installed (2010). Please understand that this is not a statistically valid crime analysis, but rather just some anecdotal evidence which seems to partially support the concept that the parking meters did have some type of effect toward reducing crime in and near the park.

**Recommended Motion:** No motion is necessary, as this agenda item is a presentation only.

Parking Meter Analysis

	2012/13 Actual	2013/14 Budget	Actual (5 Months)	2013/14 Annualized
<b>Revenues</b>				
On-Street Single and Double Head Meters	\$ 13,182	\$ 15,000	\$ 3,554	\$ 8,529
Parking Lot Kiosks	15,833	20,000	6,325	15,181
Marina	22,828	20,000	7,067	16,962
Parking Passes	-	-	1,800	4,320
Fines	6,610	8,500	2,780	6,672
	<u>\$ 58,453</u>	<u>\$ 63,500</u>	<u>\$ 21,527</u>	<u>\$ 51,664</u>
<b>Expenses</b>				
Personnel	\$ 18,048	\$ 19,402	\$ 7,526	\$ 18,062
Operating Expenses	20,025	23,950	4,728	11,347
Sub-Totals	38,073	43,352	12,254	29,410
Debt Service **	32,277	32,277	-	32,277 *
	<u>\$ 70,350</u>	<u>\$ 75,629</u>	<u>\$ 12,254</u>	<u>\$ 61,687</u>
<b>Debt Service Detail **</b>				
Interest	1,531	1,570	-	1,570 *
Principal	30,746	30,707	-	30,707 *
<b>TOTALS</b>	<u>\$ 32,277</u>	<u>\$ 32,277</u>	<u>\$ -</u>	<u>\$ 32,277</u>

\* In the month of September 2014 the Town will make the final debt payment for the parking meters.

\*\* Debt Service is shown as obligated.

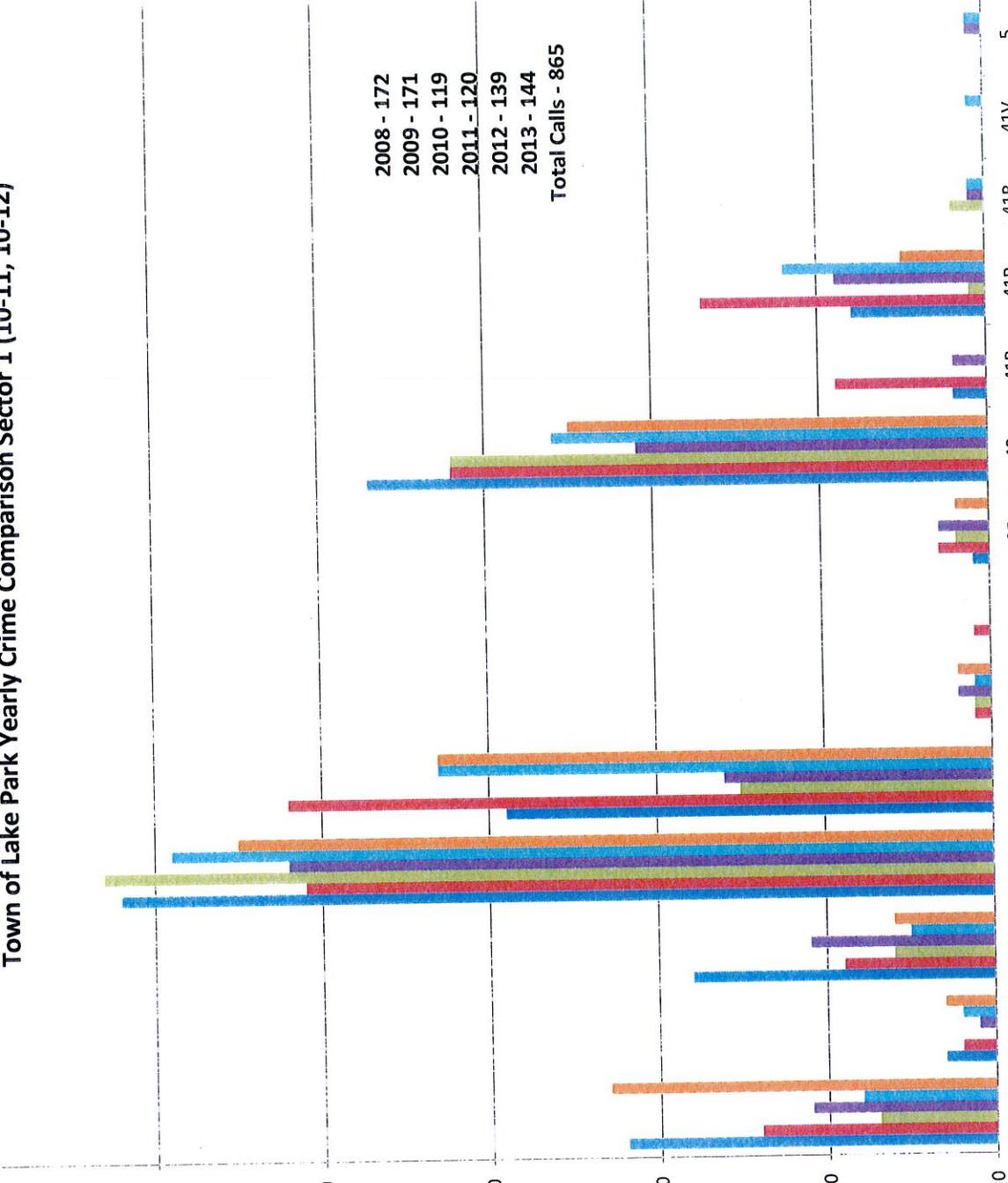
## PARKING METER ANALYSIS

	<u>Parking Tickets Issued (#)</u>	<u>Parking Meter Revenue</u>	<u>Annual Parking Passes Revenue</u>	<u>Parking Citation Revenue</u>
Feb-14	50	\$ 2,875	\$ 1,200	\$ 380
Jan-14	35	\$ 2,906	\$ -	\$ 770
Dec-13	64	\$ 4,205	\$ -	\$ 500
Nov-13	47	\$ 3,291	\$ -	\$ 350
Oct-13	47	\$ 3,668	\$ 600	\$ 780
Sep-13	44	\$ 4,104	\$ -	\$ 500
Aug-13	60	\$ 2,696	\$ -	\$ 650
Jul-13	62	\$ 2,613	\$ -	\$ 580
Jun-13	49	\$ 4,388	\$ -	\$ 680
May-13	60	\$ 4,867	\$ -	\$ 420
Apr-13	38	\$ 4,741	\$ -	\$ 610
Mar-13	37	\$ 4,377	\$ -	\$ 420
Feb-13	49	\$ 4,502	\$ -	\$ 540
Jan-13	46	\$ 4,548	\$ -	\$ 550
<b>14 Month Totals</b>	<u>688</u>	<u>\$ 53,781</u>	<u>\$ 1,800</u>	<u>\$ 7,730</u>

	Parking Lot Kiosks	On-Street Single and Double Head Meters	Marina	totals	Parking Passes	Fines
	001-344.500	001-344.510	401-344.500		001-344.520	001-354.133
oct	1,224.65	650.34	1,792.95	3,667.94	600.00	780.00
nov	1,112.90	1,017.88	1,161.00	3,291.78		350.00
dec	1,530.41	1,086.31	1,588.90	4,205.62		500.00
jan	1,455.93	519.35	931.35	2,906.63		770.00
feb	1,001.51	280.03	1,593.10	2,874.64	1,200.00	380.00
mar				-		
apr				-		
may				-		
jun				-		
jul				-		
aug				-		
sep				-		
totals	6,325.40	3,553.91	7,067.30	16,946.61	1,800.00	2,780.00
				16,946.61		

### Town of Lake Park Yearly Crime Comparison Sector 1 (10-11, 10-12)

60



2008 - 172  
 2009 - 171  
 2010 - 119  
 2011 - 120  
 2012 - 139  
 2013 - 144

Total Calls - 865

■ 2008 ■ 2009 ■ 2010 ■ 2011 ■ 2012 ■ 2013



Exhibit "D"

**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 19, 2014      **Agenda Item No.**

**Agenda Title:** Designation of Signatories for Town Bank Accounts

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

**Approved by Town Manager** DRS      **Date:** 3/6/14

**Blake K. Rane** DR **Finance Director**  
**Name/Title**

<b>Originating Department:</b>  <p style="text-align: center;"><b>FINANCE</b></p>	<b>Costs:</b> \$ 450.00 for architext printer chip  <b>Funding Source:</b> Budgeted  <b>Acct. #</b> 150-51000  <input checked="" type="checkbox"/> Finance ____BKR____	<b>Attachments:</b>  <p style="text-align: center;"><b>Resolution</b></p>
<b>Advertised:</b> <b>Date:</b> _____ <b>Paper:</b> _____ <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 _BKR_  <b>Please initial one.</b>

**Summary Explanation/Background:**

At the March 19, 2014 meeting, the newly-elected Mayor will be sworn in and a new Vice-Mayor will be elected by the Town Commission. The Lake Park Code of Ordinances Sec. 2-222 requires three signatures on all Town checks. They are to be the Mayor, the Vice-Mayor, and the Finance Director, with an alternate in case of unavailability of the Mayor or Vice-Mayor for signatures. The purpose of this item is to appoint the newly elected Mayor, the Vice-Mayor, and the alternate as signatories on all Town Checks

**Recommended Motions:**

First – I move that Commissioner \_\_\_\_\_ be appointed as the alternate signatory as required by the Town Code.

Second – I move that Resolution \_\_-03-14 be approved and that the Mayor, the Vice-Mayor, and the designated alternate be appointed as authorized signatories on the specified bank accounts.

**RESOLUTION NO. 08-03-14**

**A RESOLUTION OF THE TOWN OF COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING THE MAYOR, JAMES DUBOIS, THE VICE MAYOR \_\_\_\_\_, AND COMMISSIONER \_\_\_\_\_, AS AUTHORIZED SIGNATORIES ON PNC BANK ACCOUNTS PAYABLE ACCOUNT #1201423864, PAYROLL ACCOUNT #1201624885; REVENUE ACCOUNT #1201634645, AND NOW ACCOUNT #1203185468, DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FACSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTATION OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE A CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTUTION NAMED HEREIN; AND PROVIDING FOR AND EFFECTIVE DATE.**

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

Section 1. The following persons are hereby appointed as an authorized signatories on PNC Bank Accounts - Payable Account #1201423864, Payroll Account #1201624885, Revenue Account # 1201634645, and NOW Account #1203185468:

Mayor James DuBois

Vice-Mayor \_\_\_\_\_

Commissioner \_\_\_\_\_ (Alternate)

Section 2. All persons named herein or previously appointed as authorized signatories on said accounts are hereby directed to complete and execute signature cards, facsimile signature card, bank resolutions and/or other bank documents necessary to effect the implementation of this Resolution.

Section 3. The Town Clerk is hereby directed to provide a certified copy of this Resolution to the banking institution named herein.

Section 4. This Resolution shall become effective immediately upon adoption.



Exhibit "E"

**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 19, 2014

**Agenda Item No.**

**Agenda Title:** Authorizing the Mayor to Sign an Agreement for Tennis Center Management and Maintenance Services

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

**Approved by Town Manager**  **Date:** 3/5/14

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Resolution Agreement
<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 <u>DSS</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

The current contract for the provision of tennis professional services expired in August of last year. The existing tennis professional has continued his services beyond the contract date. In January, the Town issued RFP 101-2014 calling for the provision of tennis center management and maintenance services. We had one responder who did qualify under the terms and conditions of the RFP. Darryl M. Fornatora, owner of TenStar Management has submitted a proposal to provide tennis center management and maintenance services and a contract for those services is attached. You will find that it is a one year contract, with two one-year extensions.

The contract calls for the sharing of revenue between the tennis professional and the Town. The responsibilities of TenStar Management are outlined in Section 1 of the contract. The responsibilities of the tennis professional are outlined in Section 2 of the contract. The responsibilities of the Town are outlined in Section 5 of the contract, and the compensation and revenue sharing provisions are outlined in Section 9 of the contract.

**Recommended Motion:** I move to approve Resolution No. 09-03-2014.

**RESOLUTION NO. 09-03-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TEN STAR MANAGEMENT, INC. FOR TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES AT THE LAKE PARK TENNIS CENTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town desires the services of a qualified and experienced professional to manage and to provide maintenance at the Lake Park Tennis Center (LPTC); and

**WHEREAS**, the Town has solicited via a Request for Proposals (101-2014) for services from professionals to manage and maintain the LPTC; and

**WHEREAS**, Ten Star Management, Inc. (TenStar) responded to the TOWN'S solicitation and it's response that it is willing to, and it's response demonstrated that it is qualified to provide the services solicited by the Town; and

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

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Agreement for Tennis Center Management and Maintenance Services with Ten Star. A copy of the Agreement is attached hereto and incorporated herein as **Exhibit "A"**.

**Section 3.** This Resolution shall be effective upon adoption.

**AGREEMENT FOR TENNIS CENTER MANAGEMENT  
AND MAINTENANCE SERVICES  
BETWEEN THE TOWN OF LAKE PARK, FL  
AND  
TENSTAR MANAGEMENT, INC**

**THIS AGREEMENT FOR TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES** (Agreement) is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and TenStar Management, Inc., 5433 54<sup>th</sup> Way, West Palm Beach, FL 33409 ("TenStar").

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town desires the services of a qualified and experienced professional to manage and to provide maintenance at the Lake Park Tennis Center (LPTC); and

**WHEREAS**, the Town has solicited via a Request for Proposals (101-2014) for services from professionals to manage and maintain the LPTC; and

**WHEREAS**, TenStar responded to the TOWN'S solicitation and its response that it is willing to, and its response demonstrated that it is qualified to provide the services solicited by the Town; and

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

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

**1. RESPONSIBILITIES OF TENSTAR**

- 1.1 TenStar shall provide a qualified Tennis Professional, as set forth below to direct and oversee the operations of the LPTC.
- 1.2 TenStar shall be responsible for the management of the operations of the LPTC, including its fiscal management.
- 1.3 TenStar shall coordinate the operation and management of the LPTC with the

Town's Director of Parks & Recreation (the Director).

- 1.4 TenStar shall be responsible for the scheduling of tennis courts, providing individual and group tennis lessons, scheduling league play, the supervision of the LPTC facilities and its Tennis Professionals, independent contractors, or employees.

**2. RESPONSIBILITIES OF THE TENNIS PROFESSIONAL:**

- 2.1 The Tennis Professional must be a United States Professional Tennis Association (USPTA) member, and must be certified as a USPTA Professional 1.
- 2.2 Maintain a daily log showing the lessons which have been provided by any and all teaching professionals on the Town courts and any days of league play at the LPTC.
- 2.3 Provide such qualified staff as may be necessary to support the programming advertised as offered at the LPTC.
- 2.4 Maintain complete accounting records and implement appropriate accounting controls consistent with standard business practices. Accounting records shall be available for audit/inspection by the Town of Lake Park during regular working hours.
- 2.5 Establish the rates for individual and group tennis lessons, and league play.
- 2.6 Schedule the use of the Lake Shore Park tennis courts and provide private tennis lessons and schedule league play.
- 2.7 Provide the Director with a monthly schedule one week in advance of the next month. If there are any weekly or daily changes to the schedule, the Tennis Professional shall provide the Director with as much written advance notice as possible.
- 2.8 Provide professional tennis instruction for individuals or groups and promote league play.
- 2.9 Coordinate two annual fundraising tournaments, in cooperation with the Director, the net proceeds of which shall be deposited as a revenue to the Parks and Recreation Department's budget. The proceeds from fundraising tournaments shall be earmarked for the purchase of materials and equipment for the tennis program at the LPTC.
- 2.10 Schedule one free tennis lesson per week, for a minimum of one hour, for Lake Park children (with proof of residency) between the ages of 6 and 16. During the school year, the one hour lesson shall be conducted after school. During the summer, the timing of the scheduling of the weekly free tennis lesson will be at the discretion of the Tennis Professional.

- 2.11 Maintain an office schedule allowing for a minimum of 10 hours per week for administrative functions and duties.
- 2.12 Provide all equipment, which includes balls, racquets and any other necessary equipment required to conduct lessons, and league play.
- 2.13 Secure and maintain all business tax receipts or any licenses which are necessary to do business in Palm Beach County, the Town of Lake Park, and the State of Florida, and other operations provided by the Tennis Professional at the LPTC.

**3. LPTC HOURS OF OPERATION:**

- 3.1 Open every day throughout the year, weather permitting, at hours which are consistent with tennis industry practices and Town's needs, except for Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.
- 3.2 The Tennis Professional will be provided with keys for the purpose of opening and closing the Tennis Center. At a minimum, the two courts located in Kelsey Park will remain unlocked. The Tennis Professional will determine when to open any locked facilities. Further, the Tennis Professional will be responsible for ensuring that tennis court lighting at the Lake Shore Park courts are turned off no later than 10:00 pm each day that the facility is open.
- 3.3 Court Schedule: At all times, a minimum of 2 courts shall be available for use by the general public. The terms of this paragraph notwithstanding, this schedule, and the availability of courts to the public may be revised from time to time by the Town.

**4. TERM:**

The term of this Agreement shall be one year, commencing on May 1, 2014. Thereafter, the contract shall continue for two successive one year terms.

**5. RESPONSIBILITIES OF THE TOWN:**

- 5.1 Process fees related to Town tennis programs.
- 5.2 Enforce Town rules and regulations.
- 5.3 Promote and coordinate Town sponsored tennis programs.
- 5.4 Promote the facilities and recreational opportunities of the LPTC including professional tennis instruction through the distribution of an annual brochure, flyers, new releases and such other media sources as the Town deems appropriate and necessary.

**6. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

- 6.1 TenStar shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from any and all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with TenStar, its subcontractors, its agents, or employees, and committed in connection with TenStar's performance of any services performed hereunder.
- 6.2 TenStar must obtain the insurance as set forth below and submit the declaration page for same to the Town to demonstrate the retention of these policies.
- a. **WORKERS' COMPENSATION INSURANCE** for all employees of TenStar for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of TenStar and all subcontractors. **EMPLOYERS LIABILITY** limits are required to be not less than \$1,000,000.00 **EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.**
  - b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

**7. MAINTENANCE REQUIREMENTS OF TENNIS PROFESSIONAL:**

Maintenance: All maintenance (internal/external/minor) of the LPTC is the responsibility of the Tennis Professional. All tools, materials, and equipment for the maintenance of the LPTC shall be the responsibility of the Tennis Professional. Maintenance duties include:

All six tennis courts shall have the leaves removed (preferably with the use of a leaf blower) on a daily basis.

Picking up, by the end of each day, all the trash and tennis balls lying around.

Zip-tying and/or replacing the windscreen or nets that have become loose or have ripped.

Unlocking all gates in the morning and locking all gates at night.

Inspecting the LPTC for maintenance or repairs once per week and making the Director aware of any maintenance issues which fall under Section 8 below.

**8. MAINTENANCE REQUIREMENTS OF THE TOWN:**

Water and sewer, trash collection, telephone, internet, and cable television service costs shall be paid by the Town.

Major repairs and capital improvements shall be the responsibility of the Town including:

- Fencing repairs.
- Light fixture repair.
- Repair and maintenance of the irrigation system for the tennis courts.
- Pressure washing of the concrete and the canopies twice per year.
- Maintaining clean and presentable restrooms.

**9. COMPENSATION AND REVENUE SHARING:**

TenStar's direct earned revenues (compensation) from operation of the LPTC shall be limited to the Tennis Professional's fees for private lessons and the scheduling of league play. TenStar shall share in revenue from all fees collected by the Town for tennis programs, tennis camps, tennis clinics, and tennis tournaments sponsored by the Town.

Schedule of compensation and revenue sharing:

<u>Activity</u>	<u>Tennis Professional</u>	<u>Town</u>
Private lessons	100%	0%
League Play (@ \$700/player)	80%	20%
Independent contractor lessons	90%	10%*
Town programming	80%	20%
Fundraising events	10%	90%

\* It is anticipated that the annual premium for Workers' Compensation insurance will cost the Tennis Professional approximately \$1,400.00 per year. The Tennis Professional will be entitled to retain the 10% revenue sharing proceeds from the Independent contractor lessons until 100% of the full cost of Workers' Compensation insurance premiums is reimbursed. After that, the Town will be entitled to the 10% revenue sharing proceeds from Independent contractor lessons.

PAYMENT OF ANY AND ALL PERTINENT FEDERAL, STATE, OR LOCAL SELF-EMPLOYMENT, WORKERS' COMPENSATION OR INCOME TAXES, OR OTHER ASSESSMENTS LEVIED BY GOVERNMENTAL AUTHORITIES ON ANY MONIES EARNED AS A RESULT OF THE TENNIS MANAGEMENT SERVICES CONTRACTUAL

RELATIONSHIP WITH LAKE PARK, THE TOWN OF LAKE PARK SHALL BE REIMBURSED FOR ANY CLAIM OR ASSESSMENT, INCLUDING INTEREST AND PENALTIES, BY ANY TAXING AUTHORITY ARISING OUT OF CONTRACTOR'S FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES.

#### **10. ACCOUNTING PROCEDURES:**

TenStar shall maintain complete and adequate accounting records supporting all charges, fees, expenses, and costs associated with this Agreement.

TenStar shall implement appropriate accounting controls consistent with standard business practices. All transactions generated as a result of lessons and league play shall be accounted for as follows:

1. TenStar shall maintain and have available for the Town its monthly participation reports to include:
  - frequency of lesson; and
  - amounts paid by participant.
2. TenStar's accounting records shall be available for audit and inspection by the Town during hours of operation.
3. TenStar shall provide a monthly report showing the amounts of all revenue collected for Tennis Professional's related services.

#### **11. TERMINATION**

Either party may terminate the Agreement prior to the end of the Term by providing the other with 60 days advance written notice of its intention to do so. Provided however, the Town may terminate this Agreement at any time for its convenience provided it gives TenStar 60 days advance written notice of its intention to do so.

#### **12. NOTICES**

All notices between the parties shall be in writing and mailed or hand delivered to the parties at the following addresses:

TO THE TOWN:

Town of Lake Park  
Attn: Town Manager  
535 Park Avenue  
Lake Park, FL 33408

TO TENSTAR:

TenStar Management, Inc.  
Attn: Darryl Fornatora, President  
5433 54<sup>th</sup> Way  
West Palm Beach, FL 33409

**13. GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

**14. ATTORNEY FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**15. ASSIGNMENT**

This Agreement may not be assigned without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

**16. SEVERABILITY**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**17. WAIVER**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**18. ENTIRE AGREEMENT.**

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and TenStar.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
James DuBois, Mayor

Town Seal

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by James DuBois, as Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

TENSTAR MANAGEMENT, INC.

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

By: \_\_\_\_\_  
Darryl Fornatora

\_\_\_\_\_  
Printed Name

Title: President

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by Darryl Fornatora, as President of TenStar Management, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida



Town of Lake Park Town Commission

Exhibit "F"

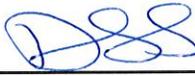
Agenda Request Form

Meeting Date: March 19, 2014

Agenda Item No.

**Agenda Title:** Revisiting the Discussion Regarding the Regulation of Cast Net Fishing at the Lake Park Harbor Marina

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

Approved by Town Manager  Date: 2/21/14

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Commissioner Erin T. Flaherty	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  None
<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 <u>DSS</u> <b>Please initial one.</b>

Summary Explanation/Background:

Commissioner Erin T. Flaherty would like the Town Commission to revisit the discussion regarding the regulation of cast net fishing at the Lake Park Harbor Marina. His concept is to limit the size of casting nets to 8 feet or less at the Marina fishing pier only. He is asking the Commission to revisit this topic to determine if it is the desire of the Commission to modify the current Code with this type of regulation.

**Recommended Motion:** The Commission will need to determine if it would like to put into place this type of regulation of cast net fishing at the Lake Park Harbor Marina fishing pier. If so, then the appropriate Code modification (by ordinance) would need to be crafted for a future agenda. Instructing the staff to craft a code modification should be done with a motion, second, discussion, and a vote.



Exhibit "G"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 19, 2014**

Agenda Item No.

**Agenda Title:** Authorizing the Mayor to Sign a Scope of Work for Marina Seawall Remediation Design and Bidding Services.

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

Approved by Town Manager *DSS* Date: 3/3/14

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ <b>27,660.00</b> Funding Source: Unspent legal settlement proceeds from Marina settlement account. Acct. # 800-46050 <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Phase 3 Services- Scope of Work from Simmons & White dated 02/28/14
<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 <u><i>DSS</i></u> <b>Please initial one.</b>

**Summary Explanation/Background:**

At the February 19, 2014 Town Commission meeting, staff made a presentation on the report and recommendation of the seawall/sidewalk remediation efforts at the Lake Park Harbor Marina. Once the presentation was completed, and the Commission had an opportunity to discuss the various options for moving the project forward, staff contacted the Town's consulting engineer and negotiated a Scope of Work to complete the construction design improvements as well as to help with bidding the construction portion of the project. Attached is a Scope of Work from Simmons & White to undertake the design and bidding phases of this repair project.

**Recommended Motion:** I move to authorize the Mayor to sign the Phase 3 Services-  
Scope of Work from Simmons & White dated 02/28/14 for Marina seawall remediation  
design and bidding services.

# **Board Membership**

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** April 2, 2014

**Agenda Item No.** *Tab 4*

**Agenda Title:** Board Member Nominations

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

**Approved by Town Manager** *DSS* **Date:** *3/25/14*

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Town Clerk	Costs: \$ <b>0.00</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Nomination from Mayor DuBois Town Code Section 2-112(i) Board Volunteer List
<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 <u><i>DSS</i></u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Mayor DuBois has made two nominations to two vacancies which have occurred on two different boards. These nominations include:

- Robert Sheldon for the Library Board (consideration as a new appointee).
- Ludie Francois for the Planning and Zoning Board (consideration for re-appointment).

The candidate's biographical information for these appointments has been placed in the Town Commission Dropbox.

**Recommended Motion:** In order for either or both of these two nominations to go forward, there must be a second to the nomination(s) and a majority vote of the Commission for either or both nominees.

## Vivian Mendez

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**From:** James DuBois  
**Sent:** Friday, March 21, 2014 4:36 PM  
**To:** Vivian Mendez  
**Subject:** Re: Commission-appointed volunteers

Dear Vivian

I am happy to nominate both Ms. Francois and Mr. Sheldon to the respective boards and membership positions they have requested, please accept this email as nomination for such.

Thanks, jdb

James DuBois  
Mayor, Town of Lake Park  
561-718-8989  
Sent from iPhone

On Mar 21, 2014, at 4:01 PM, "Vivian Mendez" <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)> wrote:

Good afternoon,

The Commission adopted a new process last year for Commission-appointed volunteers. The new process states that the Clerk will provide a volunteer list to the Commission in which the Commission could then review the applications and make a nomination of an applicant to a Town board.

The attached document indicates the new applicant seeking appointment to the Library Board and a reappointment to the Planning and Zoning Board. The corresponding board membership applications can be found in the Dropbox.

If you have any questions regarding the attached document or the applications in the Dropbox please contact me.

Sincerely,

Vivian Mendez, CMC  
Town Clerk/Deputy Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
561-881-3311  
561-881-3314 fax  
[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

\* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Section 668.6076, F.S.



Office of the  
Town Clerk

March 21, 2014

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

**New applicant:**

Robert Sheldon – has applied for a membership on the Library Board. The Library Board has one (1) regular membership and two (2) alternate membership's openings.

**Re-appointment:**

Ludie Francois is a member of the Planning and Zoning Board membership, which said membership will expire on May 1, 2014. She has informed the Clerk's office that she would like to be re-appointed as an alternate member to the Planning and Zoning Board.

The Planning and Zoning board has one (1) alternate membership opening.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

(g) *Profile sheet.* Each person seeking an initial appointment to a board shall be required to complete a profile sheet. The form for such profile sheet shall be approved by the commission. Any current regular member or alternate member seeking appointment or reappointment shall also be required to complete a profile sheet if one has not been completed within the previous three years. A profile sheet shall be due no later than 48 hours prior to the regular town commission meeting at which the appointment is scheduled to occur.

(h) *Appointment of alternate members.* The town commission shall appoint two alternates for each board. Alternate members of a board shall be appointed as first alternate and second alternate and shall serve in that order when necessary. Alternate members shall be permitted to participate in all board discussions. When an alternate member serves, the alternate member shall have all the powers and duties of a regular member including the right to vote on any matter before the board.

(i) *Nomination for action on vacancies.* The clerk shall prepare a list of volunteers, including members who seek reappointment, along with the profile sheet for commission action on a vacancy. The list of volunteers shall include the name of each person seeking the appointment for which a profile sheet has been timely received. The commission may interview board and committee members appearing on the clerk's list who volunteer for reappointment or appointment. A nomination to fill a vacancy may be made by any member of the commission. For a nominee to be appointed there must be a second and majority vote of the commission. Thereafter, the clerk shall notify each volunteer applicant in writing of the commission's action.

(j) Vacancies on a board or committee shall be automatically filled by an alternate member of that board or committee for the unexpired term. If two vacancies occur at the same time, the second vacancy shall be filled by the second alternate for the unexpired term. If a board or committee has more than two vacancies, the town commission may appoint temporary members, as necessary,

who shall serve until the commission makes a regular appointment. The town clerk shall notify an alternate upon a change in status.

(k) *Residency requirement.* All members of town boards shall be residents of the town. However, unless otherwise prohibited by law, the town commission may appoint no more than two (including alternate members) town business owners to the boards of the town, excepting the planning and zoning board, and all appointments to said boards shall be made by the town commission.

(Ord. No. 33-1974, §§ I—III, 11-20-1974; Ord. No. 10-1979, § 1, 8-1-1979; Ord. No. 8-1982, § 1, 3-3-1982; Ord. No. 16-1990, § 1, 9-5-1990; Ord. No. 4-1991, § 1, 2-6-1991; Ord. No. 11-1994, § I, 5-18-1994; Ord. No. 6-1995, § I, 3-1-1995; Ord. No. 12-2001, § 1, 8-15-2001; Code 1978, § 2-57; Ord. No. 22-2004, § 2, 11-17-2004; Ord. No. 31-2004, § 2, 1-19-2005; Ord. No. 12-2006, § 2, 11-1-2006; Ord. No. 10-2013, § 2, 8-21-2013)

#### **Sec. 2-113. Scheduled board meetings; hours.**

All meetings of the various town boards shall be conducted after 5:00 p.m.  
(Ord. No. 8-1985, § 1, 5-1-1985; Code 1978, § 2-58)

#### **Secs. 2-114—2-150. Reserved.**

### **DIVISION 2. LIBRARY BOARD\***

#### **Sec. 2-151. Established.**

There is hereby established a library board for the town.  
(Ord. No. 5-1968, § I, 4-15-1968; Code 1978, § 12-16)

#### **Sec. 2-152. Composition.**

The library board shall consist of five members who shall be appointed by the town commission.  
(Ord. No. 5-1968, § I, 4-15-1968; Code 1978, § 12-17)

\*State law references—Public libraries and state archives, F.S. ch. 257; municipal grants, F.S. § 257.19 et seq.

# **NEW BUSINESS**

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** April 2, 2014

**Agenda Item No.** *Tab 5*

**Agenda Title:** Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina

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

**Approved by Town Manager** *DSS* **Date:** *3/21/14*

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Resolution Site Lease with Option Pictures of the site
<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 <u><i>DSS</i></u> <b>Please initial one.</b>

**Summary Explanation/Background:**

A number of months ago, T-Mobile approached the Town expressing an interest in installing a 125' stealth cell tower on the grounds of the Lake Park Harbor Marina. Attached is a Site Lease with Option agreement, which if approved, will provide for the following:

- T-mobile will be given two (2) 12 month option periods to determine if this site will be a successful location for the installation of a cell tower. They will pay the Town \$2,950.00 for each 12 month option period.
- If the location will work for them, T-mobile will be responsible for all costs associated with installing the cell tower.

- The cell tower will be a “stealth” tower. It will be designed as a yard arm and will fit in with the motif of the Marina. Visual depictions of how the stealth tower will look are attached.
- Monthly rental payments will be \$2,950.00 (\$35,400.00 in the first year), with an annual 3% inflation of the rental payments.
- The agreement will be for an initial 5 year term, with 5 renewals. If the rental period covers all 25 years, the annual rental payment will be approximately \$93,500.00.

A copy of the proposed Site Lease with Option and depictions of the actual tower and how it will look in place are attached for your review.

A representative from T-Mobile (most likely Adam Morris) will be in attendance at the meeting to go over the renderings of the proposed stealth tower and to answer any questions that the Commission may have.

**Recommended Motion:** I move to approve Resolution No. \_\_-2014.

**RESOLUTION NO. 10-04-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AND OPTION AGREEMENT WITH T-MOBILE USA, INC. FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to its proprietary functions and authority, the Town owns and operates a marine facility known as the Lake Park Harbor Marina (the Marina); and

**WHEREAS**, T-Mobile USA, Inc. (T-Mobile) has negotiated with the Town Manager a proposal to site, and perhaps construct a “stealth” cellular communications tower at the Marina; and

**WHEREAS**, the Town Manager has negotiated the terms of a Lease and Option Agreement with T-Mobile’s responsibilities pertaining to the siting and possible construction of a cellular communications tower at the Marina; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into a Lease and Option Agreement with T-Mobile for the siting and construction of a cellular communications tower at the Marina.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Lease and Option Agreement with T-Mobile. A copy of the Lease and Option Agreement is attached hereto and incorporated herein as Exhibit “A”.

**Section 3.** This Resolution shall be effective upon adoption.

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between The Town of Lake Park, a municipal corporation of the State of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, and upon advance notice to Landlord, Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 105 Lake Shore Drive, Lake Park, Florida 33403, comprises approximately 500 square feet.

2. Term. Upon exercise of the Option, the initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a

written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

#### 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand nine hundred and fifty and no/100 dollars (\$2950.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, and shall exercise its best efforts to prevent its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Adding other communication facilities on the tower is not, in and of itself, considered interference. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

#### 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal

agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence; such fence installation may only be constructed after obtaining the appropriate fencing permit from the Town's Building Department.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of optical fiber facilities and emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable and optical fiber facilities, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006

Attn: Lease Compliance/Site #6WP1273D

**If to Landlord:**

Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

Attn: Town Manager

**Send Rent payments to:**

Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

Attn: Finance Department

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to

sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and Landlord's written approval, such approval shall not be unreasonably withheld.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant at tenants sole expense.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith at Tenant's sole expense.

(f) This Lease shall be governed by the laws of the State of Florida. In the event of any litigation venue shall lie in the 15th Judicial Circuit Court, in and for Palm Beach County, or if a federal claim in the United States District Court, Southern District of Florida.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

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

Printed Name: JAMES DUBOIS

Title: MAYOR

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

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
VIVIAN MENDEZ  
TOWN CLERK

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY

(TOWN SEAL)

TENANT: T-Mobile South, a Delaware limited liability company

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

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

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

T-Mobile Legal Approval

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

The Property is legally described as follows:

[Enter legal description here or on attachment(s).]

DRAFT

**EXHIBIT B**

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]

DRAFT

EXHIBIT C

Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: 36434221000040010

Between The Town of Lake Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between The Town of Lake Park, a municipal corporation of the state of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By:

Printed Name:

Title:

Date:

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

TENANT: T-Mobile South, a Delaware limited liability company.

By:

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

Date:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_



[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, [title] \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ [type of entity], on behalf  
of said \_\_\_\_\_ [name of entity].

Dated: \_\_\_\_\_

Notary Public

Print Name

My commission expires

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that <Director Name> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <Director's Title> of <Market Entity Name>, a Delaware <corporation or limited liability co>, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public

Print Name

My commission expires

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

ADDENDUM TO SITE LEASE WITH OPTION

[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Town of Lake Park, a municipal corporation of the state of Florida Landlord Name

By:

Printed Name:

Title:

Date:

TENANT: T-Mobile South, a Delaware limited liability company.

By:

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

Date:

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_















# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** April 2, 2014

**Agenda Item No.** *Tab 6*

**Agenda Title:** Authorizing the Town Manager to Submit Two CDBG Grant Applications

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

**Approved by Town Manager** *DSS* **Date:** *3/21/14*

Dale S. Sugerman, Ph.D./ Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Draft CDBG Grant Applications
<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 <u><i>DSS</i></u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town of Lake Park is eligible to receive three different Community Development Block Grants during fiscal years 2013-2014 and 2014-2015. For 2013, the Town is eligible to receive approximately \$42,000 in entitlement funds. In 2014-2015, we not only will receive our annual entitlement funds of approximately \$42,000, but it is our turn in the rotation (once every seven years) for the Special Area of Hope allocation program with our allocation equal to approximately \$322,000 in grant funds. All totaled, and after combining all three allocations, the Town will be eligible for approximately \$406,000 in CDBG funds.

To that end, the staff has developed two grant programs designed to enhance the work on the public tennis courts already completed in Lake Shore Park. We are proposing to demolish/renovate all of the public bathrooms in both Kelsey Park and Lake Shore Park, as well as install new lighting at the four tennis courts in Lake Shore Park.

Attached are two draft grant agreements which describe the proposed projects. These projects have already been reviewed, in draft, by the staff of the Department of Economic Sustainability of Palm Beach County (the folks who administer the CDBG program). Their preliminary review has indicated that these two projects are highly grant eligible and will be looked upon favorably by their office for grant funding approval.

**Recommended Motion:** I move to authorize the Town Manager to submit the two CDBG grant applications as presented.

GRANT  
APPLICATION #1

KELSEY PARK

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR FUNDING ASSISTANCE

ENTITLEMENT MUNICIPALITIES

FUNDING PERIOD: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

Applications must be received by DES Strategic Planning Section by 5:00pm,  
March 19, 2014.



DEPARTMENT OF ECONOMIC SUSTAINABILITY

Edward W. Lowery, Director

100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE  
REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT THE DEPARTMENT OF  
ECONOMIC SUSTAINABILITY AT (561) 233-3622 or [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

## ESSENTIAL PROGRAM AND APPLICATION INFORMATION

DEPARTMENT OF ECONOMIC SUSTAINABILITY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
OCTOBER 1, 2013 – SEPTEMBER 30, 2014

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Palm Beach County's Department of Economic Sustainability (DES) is accepting applications from eligible municipalities for FY 2013-14 CDBG Program funding.

### **APPLICATION INFORMATION**

The CDBG application is available in Microsoft Word format. To obtain a copy of the application, please visit the DES website at [www.pbcgov.com/des](http://www.pbcgov.com/des), call (561) 233-3622, or email [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

### **SUBMITTAL FORMAT**

Submit two (2) bound copies of the completed application and all attachments on paper no larger than 8.5" x 11". **No alterations to the application format are allowed.** Unsigned applications will not be considered. Applications should be submitted to:

***Carlos Serrano, Director, Strategic Planning Section  
Department of Economic Sustainability  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406***

### **DEADLINE DATE**

**The completed applications must be received by DES Strategic Planning Section by 5:00pm, March 19, 2014.**

### **MAXIMUM NUMBER OF APPLICATIONS & AMOUNT OF FUNDS REQUESTED**

Each municipality is allowed to submit only one (1) application requesting funding for only one (1) activity. The maximum amount of CDBG funds requested should be based on the FY 2013-14 municipal entitlement provided by DES.

### **SUMMARY OF ELIGIBLE AND INELIGIBLE ACTIVITIES**

All funded activities must be eligible per CDBG regulations at 24CFR Part 570. In addition to activities designated as ineligible by the CDBG regulations, Planning and Administrative activities and Public Service activities are prohibited.

### **CITIZEN PARTICIPATION**

Municipalities are required to implement a citizen participation process to involve residents, particularly low- and moderate-income persons, non-English speaking persons, and persons with disabilities, in the development of projects. Each municipality is responsible for developing its own process for notifying residents of its intent to apply for CDBG funding and to receive input on housing and community development needs.

### **TECHNICAL ASSISTANCE**

For any CDBG-related questions, contact DES at (561) 233-3622.

## SUMMARY OF PROGRAM REQUIREMENTS

- Proposed activities must be eligible per HUD's CDBG regulations at 24 CFR Part 570, and per the County's CDBG Program.
- Proposed activities must meet one (1) of the following three (3) CDBG National Objectives:
  1. to benefit low- and moderate-income persons;
  2. to aid in the prevention or elimination of slums and blight; or
  3. to meet a community development need of particular urgency
- CDBG funds are provided through a grant agreement with the County.
- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement.
- All CDBG-funded activities are subject to an environmental review. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All CDBG-funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, Automobile, and Worker's Compensation Insurance requirements.
- CDBG-funded goods and services must be obtained in accordance with Federal and County procurement requirements.
- CDBG-funded capital projects must be completed and placed into service within 24 months of funding award.
- CDBG-funded activities involving real property acquisition or causing the displacement of persons or businesses must comply with the Uniform Real Property Acquisition and Relocation Assistance Act. An activity will cause displacement if the property is occupied by owners or tenants at the time of application submittal. The CDBG applicant must provide the following with their application: a) a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and are available to be provided.

**DEPARTMENT OF ECONOMIC SUSTAINABILITY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ENTITLEMENT MUNICIPALITY APPLICATION FOR FUNDING  
FUNDING PERIOD: OCTOBER 1, 2014 –SEPTEMBER 30, 2015**

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To request the application in Microsoft Word format, and/or request technical assistance call (561) 233-3622 or email [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

**I. APPLICANT INFORMATION**

Municipality:	Town of Lake Park
Contact:	Dale S. Sugerman, Ph.D.
Title:	Town Manager
Address:	535 Park Avenue
City; State; Zip Code:	Lake Park, FL 33403
Phone Number:	(561) 881 - 3304
Fax Number:	561-881-3314
E-mail Address:	dsugerman@lakeparkflorida.gov
Printed Name of Person Signing:	Dale S. Sugerman
Title of Person Signing:	Town Manager

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

**NOTE: UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.**

## II. ACTIVITY DESCRIPTION

### a. Activity Type and Description

1. Name of Activity:

Kelsey Park Public Improvements

2. Type of CDBG-eligible Activity:

Public Park Improvements

3. Describe the activity in detail, including the specific use of CDBG funds:

Demolition of two small bathrooms & construction of one new ADA compliant bathroom facility.

4. Units of Measurements and Proposed Accomplishments:

List proposed activity components showing units of measurements and proposed accomplishments.

<u>Proposed Activity Components</u>	<u>Unit of Measurement</u>	<u>Accomplishments</u>
<i>Example: Installation of sidewalks</i>	<i>Example: 300 Linear Feet</i>	<i>Example: 55 people who reside along the street.</i>
Demolition of two blighted bathrooms	2 @ 410 s.f. each	Eliminates two blighted structures
Construct one M/F ADA compliant bathroom	580 s.f.	Provides a safe & clean facility for 10,000+ annual users

5. Activity Location

a) Activity Address:

Kelsey Park

b) Exact Location:

601 Federal Highway

c) Property Control Number(s):

36-43-42-20-01-118-0010

d) Owner of Property:

Town of Lake Park

e) Owner's Address:

535 Park Avenue

f) Owner's Telephone Number:

561-881-3304

6. Activity Specific Information

a) Is the proposed activity currently in compliance with zoning and land use designations?

YES	NO
X	

If not, please explain:

[Empty box for explanation]

b) Activities involving property acquisition, rehabilitation, and/or new construction please complete:

	YES	NO
i. Has an appraisal been conducted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "yes", insert value and attach report:

\$ [Empty box]

	YES	NO
ii. Is the property vacant land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "no", complete item "c" below:

c) For activities affecting properties with existing structure(s), complete:

	YES	NO	N/A
i. Is the structure vacant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If "yes", indicate previous use:

If "no", indicate current use:

Two public bathrooms
Pre-1970

ii. Year structure was built:	Pre-1970
iii. Describe the composition and condition of the structure:	Blighted conditions

d) Activities mentioned above in subsections "b" and "c", please complete:

	YES	NO	N/A
i. Has site control been obtained? <i>If "yes", documentation must be attached.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. Is there a lien on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Is public water/sewer available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
v. Is the property mortgaged?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v. Has an environmental review been completed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### III. ACTIVITY/PROJECT MANAGEMENT AND IMPLEMENTATION

#### a. Activity Implementation

1. Explain in detail how the municipality (and which specific organizational units) will implement the activity:

The Town of Lake Park will implement the activity.

2. Identify tasks to be undertaken and start/complete dates for each. (If the activity has already started, please indicate what has been completed).

Implementation Task	Start Date	Complete Date
Demolish blighted structures	1/2/2015	2/28/2015
Construct new ADA compliant bathroom with facilities for both men & women	3/1/2015	6/30/2015

YES NO N/A

3. Will the activity cause the temporary or permanent displacement of persons or businesses?

	X	
--	---	--

*If "yes", attach a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document legally binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and available to be provided.*

YES NO N/A

4. Are fees charged, or projected to be charged for the use of the facility?

	X	
--	---	--

If "yes", describe the fee schedule, including \$ costs to users:

--

Professional tennis lesson available for a fee.

YES NO N/A

5. Is the facility leased, or anticipated to be leased, to users other than the municipality?

	X	
--	---	--

If "yes", identify the proposed user(s) and describe the anticipated use(s):

A contract tennis professional will provide fee-based lessons.

YES NO N/A

6. Are assessment fees going to be charged to residents to recover costs?

	X	
--	---	--

If "yes", please explain:

--

**IV. BUDGET AND MATCHING CONTRIBUTION**

**a. Budget**

- 1. Total activity cost: \$ 107,000  
*(An itemized budget must be attached to this application. The budget must include all sources and uses of funds, and must explicitly identify line items for all proposed uses of CDBG funds.)*
- 2. Total CDBG funds requested: \$ 107,000
- 3. Explain how the overall activity cost was determined:  
Staff project engineer estimate.
- 4. Explain how the proposed activity will be implemented if the activity is funded at a lower level than the amount of CDBG requested:  
The existing blighted bathrooms will remain in place.

**b. Matching Contribution**

- 1. Is the municipality providing a matching contribution? 

YES	NO
	X

  
*If "yes", identify the source, amount, and availability of the match:*

\$ Amount	Source	Use	Date Available

**V. ACTIVITY IMPACT**

**a. Justification for Funding Activity**

- 1. Identify the need that will be addressed by the activity (cite sources of information):  
Improvement to a public facility.
- 2. Explain how the activity will address the identified need:  
Demolition of a blighted bathroom and construction of a new ADA compliant M/F bathroom.

**b. Activity Benefit**

1. Please insert the total number of unduplicated persons to benefit annually from the proposed CDBG activity:

10,000

2. Estimated percentage of low and moderate income persons to benefit:

56 %

- i. Basis for this estimate:

2010 U.S. Census

**VI. ATTACHMENTS REQUIRED**

Please indicate the attachment number for documents attached to the application.

<u>Document</u>	<u>Attachment Number</u>
1. Detailed street map showing location of activity.	1
2. Itemized activity budget (including all sources and uses of funds, explicitly identifying line item uses of CDBG funds)	2
3. Evidence of site control, e.g., purchase option, sales contract, deed, etc (for acquisition, new construction, rehabilitation, etc.)	3
4. Appraisal report, if available (for acquisition, new construction, rehabilitation, etc.)	N/A
5. Relocation Plan (for activities causing displacement).	N/A

THE DES STRATEGIC PLANNING SECTION WILL PROVIDE TECHNICAL ASSISTANCE REGARDING THE CDBG APPLICATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SECTION AT (561) 233-3622 OR [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

S:\2014\_15\ActionPlan\Correspondence for Municipalities\Municipal CDBG Application 2014-2015.docx

**ATTACHMENT**

**#1**



601 Federal Highway

**ATTACHMENT**

**#2**

**COST ESTIMATES**  
**CDBG FUNDED PROJECT**

1) <u>Kelsey Park</u>	
a. Demolish 2 bathrooms.....	\$ 10,000
b. Build one ADA compliant restroom.....	<u>\$ 97,000</u>
Total	\$107,000

**ATTACHMENT**

**#3**



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Property Appraiser's Public Access



Location Address 601 FEDERAL HWY  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-01-118-0010  
 Subdivision KELSEY CITY IN PB 8 PGS 15 TO 18, 23, 27 & 34 TO 37 INC  
 Official Records Book Page  
 Sale Date  
 Legal Description KELSEY CITY ALL (LESS W 20 FT RD R/W) BLK 118

**Owners**  
 LAKE PARK TOWN OF

**Mailing address**  
 535 PARK AVE  
 WEST PALM BEACH FL 33403 2603

No Sales Information Available.

**Exemption Applicant/Owner** LAKE PARK TOWN OF  
**Year** 2013  
**Detail** FULL: MUNICIPAL GOVERNMENT

**Number of Units** 0      **\*Total Square Feet** 1396      **Acres** 5.37  
**Use Code** 8200 - FOREST/PK/REC      **Zoning** P - Public ( 36-LAKE PARK )

Tax Year	2012	2011	2010
Improvement Value	\$135,064	\$137,906	\$145,066
Land Value	\$483,300	\$483,300	\$537,000
Total Market Value	\$618,364	\$621,206	\$682,066

All values are as of January 1st each year

Tax Year	2012	2011	2010
Assessed Value	\$618,364	\$621,206	\$682,066
Exemption Amount	\$618,364	\$621,206	\$682,066
Taxable Value	\$0	\$0	\$0

Tax Year	2012	2011	2010
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

**GRANT  
APPLICATION #2**

**LAKE SHORE PARK**

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR FUNDING ASSISTANCE

ENTITLEMENT MUNICIPALITIES

FUNDING PERIOD: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

Applications must be received by DES Strategic Planning Section by 5:00pm,  
March 19, 2014.



DEPARTMENT OF ECONOMIC SUSTAINABILITY

Edward W. Lowery, Director

100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT THE DEPARTMENT OF ECONOMIC SUSTAINABILITY AT (561) 233-3622 or [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

## ESSENTIAL PROGRAM AND APPLICATION INFORMATION

DEPARTMENT OF ECONOMIC SUSTAINABILITY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
OCTOBER 1, 2013 – SEPTEMBER 30, 2014

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Palm Beach County's Department of Economic Sustainability (DES) is accepting applications from eligible municipalities for FY 2013-14 CDBG Program funding.

### **APPLICATION INFORMATION**

The CDBG application is available in Microsoft Word format. To obtain a copy of the application, please visit the DES website at [www.pbcgov.com/des](http://www.pbcgov.com/des), call (561) 233-3622, or email [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

### **SUBMITTAL FORMAT**

Submit two (2) bound copies of the completed application and all attachments on paper no larger than 8.5" x 11". **No alterations to the application format are allowed.** Unsigned applications will not be considered. Applications should be submitted to:

***Carlos Serrano, Director, Strategic Planning Section  
Department of Economic Sustainability  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406***

### **DEADLINE DATE**

**The completed applications must be received by DES Strategic Planning Section by 5:00pm, March 19, 2014.**

### **MAXIMUM NUMBER OF APPLICATIONS & AMOUNT OF FUNDS REQUESTED**

Each municipality is allowed to submit only one (1) application requesting funding for only one (1) activity. The maximum amount of CDBG funds requested should be based on the FY 2013-14 municipal entitlement provided by DES.

### **SUMMARY OF ELIGIBLE AND INELIGIBLE ACTIVITIES**

All funded activities must be eligible per CDBG regulations at 24CFR Part 570. In addition to activities designated as ineligible by the CDBG regulations, Planning and Administrative activities and Public Service activities are prohibited.

### **CITIZEN PARTICIPATION**

Municipalities are required to implement a citizen participation process to involve residents, particularly low- and moderate-income persons, non-English speaking persons, and persons with disabilities, in the development of projects. Each municipality is responsible for developing its own process for notifying residents of its intent to apply for CDBG funding and to receive input on housing and community development needs.

### **TECHNICAL ASSISTANCE**

For any CDBG-related questions, contact DES at (561) 233-3622.

## SUMMARY OF PROGRAM REQUIREMENTS

- Proposed activities must be eligible per HUD's CDBG regulations at 24 CFR Part 570, and per the County's CDBG Program.
- Proposed activities must meet one (1) of the following three (3) CDBG National Objectives:
  1. to benefit low- and moderate-income persons;
  2. to aid in the prevention or elimination of slums and blight; or
  3. to meet a community development need of particular urgency
- CDBG funds are provided through a grant agreement with the County.
- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement.
- All CDBG-funded activities are subject to an environmental review. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All CDBG-funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, Automobile, and Worker's Compensation Insurance requirements.
- CDBG-funded goods and services must be obtained in accordance with Federal and County procurement requirements.
- CDBG-funded capital projects must be completed and placed into service within 24 months of funding award.
- CDBG-funded activities involving real property acquisition or causing the displacement of persons or businesses must comply with the Uniform Real Property Acquisition and Relocation Assistance Act. An activity will cause displacement if the property is occupied by owners or tenants at the time of application submittal. The CDBG applicant must provide the following with their application: a) a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and are available to be provided.

**DEPARTMENT OF ECONOMIC SUSTAINABILITY  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 ENTITLEMENT MUNICIPALITY APPLICATION FOR FUNDING  
 FUNDING PERIOD: OCTOBER 1, 2014 –SEPTEMBER 30, 2015**

---

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 call (561) 233-3622 or email [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

**I. APPLICANT INFORMATION**

Municipality:	Town of Lake Park
Contact:	Dale S. Sugerman, Ph.D.
Title:	Town Manager
Address:	535 Park Avenue
City; State; Zip Code:	Lake Park, FL 33403
Phone Number:	(561) 881 - 3304
Fax Number:	561-881-3314
E-mail Address:	dsugerman@lakeparkflorida.gov
Printed Name of Person Signing:	Dale S. Sugerman
Title of Person Signing:	Town Manager

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

**NOTE: UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.**

## II. ACTIVITY DESCRIPTION

### a. Activity Type and Description

1. Name of Activity:

Lake Shore Park Public Improvements

2. Type of CDBG-eligible Activity:

Public Park Improvements

3. Describe the activity in detail, including the specific use of CDBG funds:

Gutting of one blighted bathroom, constructing one M/F ADA compliant bathroom, installing tennis court lights.

4. Units of Measurements and Proposed Accomplishments:

List proposed activity components showing units of measurements and proposed accomplishments.

<u>Proposed Activity Components</u>	<u>Unit of Measurement</u>	<u>Accomplishments</u>
<i>Example: Installation of sidewalks</i>	<i>Example: 300 Linear Feet</i>	<i>Example: 55 people who reside along the street.</i>
Gutting one bathroom	460 s.f.	Removes blight
Construction of bathroom	1,822 s.f.	Provides a safe & clean facility for 10,000+ annual users
Install court lighting	Install 6 new light poles and lights.	Provide adequate lighting for 4 tennis courts

5. Activity Location

a) Activity Address:

Lake Shore Park

b) Exact Location:

600 Lake Shore Drive

c) Property Control Number(s):

36-43-42-21-00-003-0020

d) Owner of Property:

Town of Lake Park

e) Owner's Address:

535 Park Avenue

f) Owner's Telephone Number:

561-881-3304

6. Activity Specific Information

a) Is the proposed activity currently in compliance with zoning and land use designations?

YES NO

X

If not, please explain:

[Empty box for explanation]

b) Activities involving property acquisition, rehabilitation, and/or new construction please complete:

YES NO

i. Has an appraisal been conducted?

[ ] [X]

If "yes", insert value and attach report:

\$ [ ]

YES NO

ii. Is the property vacant land?

[ ] [X]

If "no", complete item "c" below:

c) For activities affecting properties with existing structure(s), complete:

YES NO N/A

i. Is the structure vacant?

[ ] [X] [ ]

If "yes", indicate previous use:

If "no", indicate current use:

[ ]  
Bathroom, Storage, Tennis Courts  
Pre-1970

ii. Year structure was built:

iii. Describe the composition and condition of the structure:

Blighted conditions

d) Activities mentioned above in subsections "b" and "c", please complete:

YES NO N/A

i. Has site control been obtained? **If "yes", documentation must be attached.**

[X] [ ] [ ]

ii. Is there a lien on the property?

[ ] [X] [ ]

ii. Is public water/sewer available?

[X] [ ] [ ]

v. Is the property mortgaged?

[ ] [X] [ ]

v. Has an environmental review been completed?

[ ] [X] [ ]

III. ACTIVITY/PROJECT MANAGEMENT AND IMPLEMENTATION

a. Activity Implementation

1. Explain in detail how the municipality (and which specific organizational units) will implement the activity:

The Town of Lake Park will implement the activity.

2. Identify tasks to be undertaken and start/complete dates for each. (If the activity has already started, please indicate what has been completed).

Implementation Task	Start Date	Complete Date
Gut Blighted Bathroom	1/2/2015	1/30/2015
Construct new ADA compliant bathroom with facilities	3/1/2015	6/30/2015
Install Tennis Court Lighting	3/1/2015	6/30/2015

3. Will the activity cause the temporary or permanent displacement of persons or businesses? YES NO N/A
- If "yes", attach a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document legally binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and available to be provided.*

4. Are fees charged, or projected to be charged for the use of the facility? YES NO N/A
- If "yes", describe the fee schedule, including \$ costs to users:  
 Public courts used for free on a first come first served basis.

- Professional tennis lesson available for a fee. YES NO N/A
5. Is the facility leased, or anticipated to be leased, to users other than the municipality?
- If "yes", identify the proposed user(s) and describe the anticipated use(s):  
 A contract tennis professional will provide fee-based lessons.

6. Are assessment fees going to be charged to residents to recover costs? YES NO N/A
- If "yes", please explain:  
 \_\_\_\_\_

**IV. BUDGET AND MATCHING CONTRIBUTION**

**a. Budget**

1. Total activity cost: \$ 309,000  
*(An itemized budget must be attached to this application. The budget must include all sources and uses of funds, and must explicitly identify line items for all proposed uses of CDBG funds.)*
2. Total CDBG funds requested: \$ 309,000
3. Explain how the overall activity cost was determined:  
Staff project engineer estimate and lighting contractor quote.
4. Explain how the proposed activity will be implemented if the activity is funded at a lower level than the amount of CDBG requested:  
The existing blighted bathroom will remain in place and tennis court lighting will remain inadequate.

**b. Matching Contribution**

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Is the municipality providing a matching contribution?<br><i>If "yes", identify the source, amount, and availability of the match:</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

\$ Amount	Source	Use	Date Available

**V. ACTIVITY IMPACT**

**a. Justification for Funding Activity**

1. Identify the need that will be addressed by the activity (cite sources of information):  
Improvement to a public facility.
2. Explain how the activity will address the identified need:  
Gutting of a blighted bathroom, construction of new ADA compliant M/F bathroom, installation of appropriate tennis court lighting.

**b. Activity Benefit**

1. Please insert the total number of unduplicated persons to benefit annually from the proposed CDBG activity:

10,000

2. Estimated percentage of low and moderate income persons to benefit:

56 %

- i. Basis for this estimate:

2010 U.S. Census

**VI. ATTACHMENTS REQUIRED**

Please indicate the attachment number for documents attached to the application.

<u>Document</u>	<u>Attachment Number</u>
1. Detailed street map showing location of activity.	1
2. Itemized activity budget (including all sources and uses of funds, explicitly identifying line item uses of CDBG funds)	2
3. Evidence of site control, e.g., purchase option, sales contract, deed, etc (for acquisition, new construction, rehabilitation, etc.)	3
4. Appraisal report, if available (for acquisition, new construction, rehabilitation, etc.)	N/A
5. Relocation Plan (for activities causing displacement).	N/A

THE DES STRATEGIC PLANNING SECTION WILL PROVIDE TECHNICAL ASSISTANCE REGARDING THE CDBG APPLICATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SECTION AT (561) 233-3622 OR [ccclarke@pbcgov.org](mailto:ccclarke@pbcgov.org)

**ATTACHMENT**

**#1**



600 Lake Shore Drive

**ATTACHMENT**

**#2**

**COST ESTIMATES**  
**CDBG FUNDED PROJECT**

1) <u>Lake Shore Park</u>	
a. Demolish 1 bathroom.....	\$ 6,000
b. Build one ADA compliant restroom (with lockers and potentially showers)...	\$153,000
c. Upgrade/improve tennis court lighting.....	<u>\$150,000</u>
 Total	 \$309,000

**ATTACHMENT**

**#3**



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County



Location Address 600 LAKE SHORE DR  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-21-00-003-0020  
 Subdivision  
 Official Records Book Page  
 Sale Date

Legal Description 21-43-42, PT OF GOV LT 3 E OF AVENUES F & G & BLK 118 OF KELSEY CITY & E OF LAKE SHORE DR & TR IN TRS DEED 22666 & 22667

**Owners**  
 LAKE PARK TOWN OF

**Mailing address**  
 535 PARK AVE  
 WEST PALM BEACH FL 33403 2603

No Sales Information Available.

**Exemption Applicant/Owner** LAKE PARK TOWN OF  
**Year** 2013  
**Detail** FULL: MUNICIPAL GOVERNMENT

**Number of Units** 0  
**\*Total Square Feet** 1954  
**Acres** 7.69  
**Use Code** 8200 - FOREST/PK/REC  
**Zoning** P - Public ( 36-LAKE PARK )

Tax Year	2012	2011	2010
Improvement Value	\$163,795	\$166,785	\$169,545
Land Value	\$456,786	\$456,786	\$507,540
Total Market Value	\$620,581	\$623,571	\$677,085

All values are as of January 1st each year

Tax Year	2012	2011	2010
Assessed Value	\$620,581	\$623,571	\$677,085
Exemption Amount	\$620,581	\$623,571	\$677,085
Taxable Value	\$0	\$0	\$0
Tax Year	2012	2011	2010
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0



Musco Finance, LLC  
 100 1<sup>st</sup> Avenue West  
 Oskaloosa, IA 52577  
 Phone: 800-825-6020  
 Fax: 641-673-6360

## Lease Purchase Proposal

Customer Name: Town of Lake Park	Date: February 20, 2014
City, State Lake Park, FL	
Contact Person: Kathy Carroll	Sales Rep: Jason Frucht
Project Name: Lake Shore Tennis	Project # 130188

	Option 1	Option 2
Estimated Project Cost	\$120,750.00	\$120,750.00
Down-payment (Due with Order)	\$0.00	\$0.00
Total Amount Financed	\$120,750.00	\$120,750.00
Term of Contract (Years)	5	10
Interest Rate (Annual)	3.95%	4.95%
Payments per Year	1	1
Payment Amount	\$27,140.72	\$15,686.21
Number of Payments	5	10

- At the end of the term, clear title passes with the completion of payments.
- Amount does not include sales tax. Proof of exemption is required.
- \$500.00 documentation fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

**The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for "Federal Income Tax Exempt" status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986\*.**

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year's budget, and most current quarter interim profit and loss statement. Additional information may be requested.

\*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.



Quote

**Lake Shore Tennis  
Lake Park, FL  
Date: February 20, 2013  
To: Kathy Carroll**

**Quotation Price - Materials and Turnkey Installation**

Musco's Light Structure Green™ as described below and delivered to the job site \$120,750.

**Equipment Description**

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years, +/- 10% per IESNA RP-06-01
- 2 group re-lamps at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for appropriate voltage and phase

Sales tax, bonding, and permitting fees are not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.  
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

**Payment Terms**

Net 30 days.

**Late payment will be subject to service charges of 1 ½% per month (18% APR).**

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

## **Notes**

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Quote is based on:

- Shipment of entire project together to one location
- Total of (4) tennis courts
- Structural code and wind speed = 20010 FBC, 170 MPH STD AASHTO.
- Confirmation of pole locations prior to production
- Using the existing electrical conduit / wire on site.

Scope of work:

### **Owner Responsibilities:**

1. Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
6. Locate and mark existing irrigation systems prior to excavation as necessary.
7. Pay for all permitting costs as required.
8. Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
9. Provide a source of water such as a fire hydrant or 2” water line for foundation excavation.

### **Musco Responsibilities / Musco Subcontractor Responsibilities:**

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon owner supplied electrical system.
5. Provide Project Management assistance as needed.
6. Provide electrical design or as built drawing as required.
7. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
8. Provide equipment and materials to remove and dispose of (8) existing concrete poles and all existing lighting equipment.
9. Provide storage containers for material as necessary.
10. Provide adequate trash container for cardboard waste and packing debris.
11. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
12. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
13. Provide any as-built drawings as required following the completion of the project.
14. Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary to accommodate Musco Control Link equipment.

15. Make appropriate contact to ensure utility locates have been done prior to excavation and trenching. Repair any such damage to existing utilities during construction.
16. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
17. Provide and install ground rods (one per pole location) for lightning protection per Musco warranty. Poles 70' and below require a #2 ground wire.
18. Remove augured spoils to owner-designated location at jobsite.
19. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
20. Provide equipment and materials to assemble and erect Light Structure System Poles.
21. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
22. Provide equipment and materials to install the new Controls and Monitoring Cabinet and terminate all necessary wiring. Subcontractor to commission Control Link once system is energized.
23. Keep all heavy equipment off of playing surfaces when possible using due care to minimize damages.
24. Provide startup and aiming as required to provide complete and operating sports lighting system.

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



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