AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 20, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**
None

D. **PUBLIC COMMENT:**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. **CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will he no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked**

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of May 6, 2015 **Tab 1**

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

2. Ordinance No. 02-2015 to Abandon a 0.49-Acre Portion of the East Jasmine Drive Right-of-Way **Tab 2**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING THAT 0.49 ACRE PORTION OF THE EAST JASMINE DRIVE RIGHT OF WAY LOCATED EAST OF FEDERAL HIGHWAY AND TERMINATING AT LAKESHORE DRIVE, DESCRIBED AS AVENUE "J", ACCORDING TO THE PLAT OF KELSEY CITY RECORDED IN PLAT BOOK 8, PAGES 15 AND 35; PROVIDING FOR THE RECORDING OF THE ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILTY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Ordinance No. 06-2015 Future Land Use Map Amendment of a 0.49-Acre Portion of East Jasmine Drive from a Public Right-of-Way to the Assignment of a Commercial/ Residential Future Land Use Designation **Tab 3**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ASSIGNING THE FUTURE LAND USE DESIGNATION OF COMMERCIAL/RESIDENTIAL TO A 0.49 ACRE PORTION OF THE RIGHT OF WAY OF EAST JASMINE DRIVE, LOCATED EAST OF FEDERAL HIGHWAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinance No. 03-2015 to Rezone 1017 Federal Highway from Commercial-1 (C-1), to Planned Unit Development (PUD) and to assign a PUD Zoning District Designation to a 0.49-acre portion of East Jasmine Drive Right-of-Way **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THE PROPERTY AT 1017 FEDERAL HIGHWAY AND LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" TO THE PLANNED UNIT DEVELOPMENT DISTRICT PROVIDING FOR THE AMENDMENT OF SECTION 78-32 OF THE TOWN CODE TO INCORPORATE THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF A PLANNED UNIT DEVELOPMENT DISTRICT TO THE PROPERTY AT 1017 FEDERAL HIGHWAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING (S) – QUASI-JUDICIAL HEARING:

5. Resolution No. 14-05-15 Amending Resolution No. 14-05-03 - the Site Plan for the Earl Stewart Toyota Planned Unit Development (PUD) for the Expansion of the Dealership and with Special Exception Use Earl Stewart **Tab 5**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 14-05-03 THE SITE PLAN FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE EXPANSION OF THE EXISTING DEALERSHIP; PROVIDING FOR THE SPECIAL EXCEPTION USE APPROVAL OF A VEHICLES SALES ESTABLISHMENT; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

I. NEW BUSINESS:

6. Resolution No. 15-05-15 Appointment of a Representative to the Seacoast Utility Authority Board **Tab 6**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING TOWN MANAGER JOHN O. D'AGOSTINO TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF THE SEACOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN OF LAKE PARK AND PROVIDING FOR AN EFFECTIVE DATE.

7. Award of the Marina Security Services Contract (Unarmed) bid **Tab 7**

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, June 3, 2015

Consent Agenda

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **May 20, 2015** **Agenda Item No.** Tab 1

Agenda Title: Regular Commission Meeting Minutes of May 6, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager [signature] **Date:** 5/11/2015
Sign authorized by the TM

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibits "A – G"**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ***VM*** **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting minutes of May 6, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 6, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
John O. D'Agostino	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
None

D. PUBLIC COMMENT:
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E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of April 15, 2015 **Tab 1**
2. 2015 The World Lupus Day Proclamation **Tab 2**

F. NOMINATION FOR BOARD MEMBERSHIP:

3. Erich von Unruh – Nominated for Re-appointment to the Planning and Zoning Board as a Regular Memher **Tab 3**

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

None

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

4. Ordinance No. 01-2015 to Amend Chapter 10, Article IV – Noise Control **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

5. Ordinance No. 04-2015 Amending Certain Sections of the Town Charter Article XVI Pertaining to Special Elections, Annual Elections, and Repeal of the Form of Ballots Used during an Election. **Tab 5**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 05-2015 Amending Chapter 2, Article IV of the Code of Ordinances Pertaining to Boards, Commission, and Committees. **Tab 6**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES"; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

I. **NEW BUSINESS:**

7. Resolution No. 12-05-15 Amending the Fine Fee Schedule to add Graduated Fines for Noise Disturbance Offenses **Tab 7**

8. Resolution No. 13-05-15 Authorizing the Mayor to Execute a Government Obligation Contract to Finance the Acquisition of Two, New Sanitation Vehicles **Tab 8**

9. Lake Park Kiwanis Basketball Tournament **Tab 9**

10. Murals/Public Art on Private Property Discussion **Tab 10**

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

K. **ADJOURNMENT**

Next Scheduled Regular Commission Meeting will be held on Wednesday, May 20, 2015

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 6, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 6, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS
None

PUBLIC COMMENT:
Dale Sugerman – congratulated Town Manager D'Agostino and wished him well. He explained that he has provided the Town Manger with his business card and has offered to be a resource for any historical information of the past three years. He also extended an invitation to the Town Manager to join him at the monthly Palm Beach County City Managers Association meeting on May 22, 2015 at noon in Royal Palm Beach.

Mayor DuBois asked Mr. Sugerman to explain what he has been doing since retiring from the Town of Lake Park. Mr. Sugerman explained that his retirement lasted three days. He explained that he is the Chief Operating Officer of the Andrew "Red" Harris Foundation. He explained the tragic story behind why the foundation was established. He explained that the foundation is building artificial reef cells and they have collaborated with Palm Beach County and the Town of Jupiter to deploy the reef cells off the coast of Palm Beach County. To learn more about the foundation go to www.andrewredharrisfoundation.org.

CONSENT AGENDA:

1. **Regular Commission meeting minutes of April 15, 2015.**
2. **2015 The World Lupus Day Proclamation.**

Motion: Commissioner O'Rourke moved to approve the consent agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois asked the Commission to add the introduction of the Town Manager to the agenda.

Motion: Commissioner O'Rourke moved to add the introduction of the new Town Manager to Special Presentation/Reports on the agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

SPECIAL PRESENTATIONS/REPORTS

Introduction of Town Manager John O. D'Agostino.

Town Manager D'Agostino thanked the Commission for the opportunity to work with them. He has spent the past few days getting to know the staff and assured the Commission that they are very professional and dedicated public servants that have the best interest of the Town at heart. He stated that he hopes to be Town Manager for a while and is humbled and appreciative for the Commission's trust in him.

NOMINATION FOR BOARD MEMBERSHIP:

3. Erich von Unruh – Nomination for Re-appointment to the Planning and Zoning Board as a Regular Member.

Motion: Commissioner Rapoza nominated to re-appoint Erich von Unruh as a regular member on the Planning and Zoning Board; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
4. Ordinance No. 01-2015 to Amend Chapter 10, Article IV – Noise Control.

Town Manager D'Agostino introduced the item (see Exhibit "A"). Lieutenant Vassalotti introduced himself and stated that the proposed noise Ordinance removes the language regarding the decibel meters, which was causing difficulty enforcing the Ordinance. He stated that as long as the complainant was willing to give their name and the Deputy can also witness the loud noise, then the Palm Beach County Sheriff's Office (PBSO) could enforce the Ordinance. He explained that the Deputy answering the compliant would issue a warning before any further action was taken. He explained that the Ordinance does not enforce with jail time, but it does have a civil penalty phase.

Commissioner Flaherty asked who would receive the penalty. Lt. Vassalotti stated that the violation (or penalty) would be issued to the individual causing the elevation of the noise. Commissioner Flaherty asked for clarification regarding anonymous complaints and how those complaints are handled. Lt. Vassalotti explained that PBSO would need a complainant to fill out a written statement in order to enforce the Ordinance.

Commissioner O'Rourke clarified the process that PBSO would follow using the proposed Ordinance as: PBSO would receive a complaint regarding noise; they would visit the complainant and get a written statement from the complainant regarding the noise. PBSO would then visit the site of the noise and give a warning to the individual causing the noise and would give instructions that if they (PBSO) were called again regarding the same complaint that they (PBSO) would issue a violation, which has fees associated with it. Lt. Vassalotti agreed.

Commissioner Rapoza asked if the written complaint would become a public record. Lt. Vassalotti explained that if the complaint escalates to the point of issuing a violation, then it becomes a public record.

Vice-Mayor Glas-Castro asked if the proposed Ordinance was the only approach staff could propose because it was not what the Commission wanted. She stated that people want to remain anonymous and if the noise is audible then action should be taken. She stated that this Ordinance does not change from what was already in the Code, which was that a person could not remain anonymous. Lt. Vassalotti stated that there are certain regulations that must be followed in law enforcement and having a complainant was one regulation they must follow. Mayor DuBois asked for clarification if Code Enforcement are able to act on an anonymous complaint. Community Development Director Nadia DiTommaso explained that Code Enforcement Officers are able to respond to anonymous complaints without the need for the signed complaint affidavit that law enforcement requires. However, the majority of noise complaints occur after hours and on weekends when the Code Enforcement staff are not on duty.

Commissioner O'Rourke asked why the Code Enforcement Officers could not be the complainant in situations where PBSO has received an anonymous complaint. Attorney Baird explained that the Code Enforcement Officers are called because of a complaint to investigate a complaint; they are not the individuals that initiate a complaint. Town

Manager D'Agostino explained that the difficulty with this situation was to allow a person to remain anonymous and still have an enforcement process. He stated that since PBSO would be issuing warnings, then it would only escalate if the noise continues. Vice-Mayor Glas-Castro explained that the situation was that the noise does continue after PBSO has given a warning and there was no recourse.

Attorney Baird explained that in Florida State Statue 162 there was an alternative Code Enforcement process that allows the Town to use a citation system for certain civil violations. The Town identifies those violations that are subject to civil fines for violating the Code and a ticket would be issued. If the individual does not pay the ticket then the Town would follow with proceedings. He explained that a Code Enforcement Officer could issue those types of citations, but the system needs to be established.

Mayor DuBois pointed out that special event permits are different from a private party, which is not open to the public. He stated that the two should not be confused. He asked that the language be included in both the Ordinance and in the special events permits to clarify. Attorney Baird asked what section of the Ordinance would the proposed language be included. Mayor DuBois clarified that the proposed language should be included in the exemption section of the Ordinance. A private party on public grounds does not exempt the private party from complying with the noise Ordinance. Vice-Mayor Glas-Castro expressed concern that the Ordinance would not be enforceable.

Public Comment Opened:
None
Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Ordinance No. 01-2015 on second reading with additional language under Exemptions that an event not open to the public and subject to a private agreement is not exempt from this Ordinance; Commissioner Rapoza seconded the motion.

Commissioner O'Rourke stated that procedures need to be established so that the Ordinance could be enforceable. Vice-Mayor Glas-Castro expressed concern that the Ordinance is not enforceable even though it stated that if the noise was clearly audible across property lines PBSO should be able to enforce it. Mayor DuBois stated that the Attorney has suggested a method, through another Ordinance, which would make the Ordinance enforceable. He stated that by going away from decibel meters the Town could subject itself to judgement calls. Vice-Mayor Glas-Castro stated that she would vote along with, it but has many concerns.

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.

5. Ordinance No. 04-2015 Amending Certain Sections of the Town Charter Article XVI Pertaining to Special Elections, Annual Elections, and Repeal of the Form of Ballots Used during an Election.

Town Manager D'Agostino explained the item (see Exhibit "B").

Motion: Commissioner O'Rourke moved to approve the Ordinance No. 04-2015; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

6. Ordinance No. 05-2015 Amending Chapter 2, Article IV of the Code of Ordinances Pertaining to Boards, Commission, and Committees.

Town Manager D'Agostino explained the item (see Exhibit "C").

Motion: Commissioner O'Rourke moved to approve Ordinance No. 05-2015; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

NEW BUSINESS:

7. Resolution No. 12-05-15 amending the Fine Fee Schedule to add Graduated Fines for Noise Disturbance Offenses.

Town Manager D'Agostino explained the item (see Exhibit "D").

Motion: Commissioner O'Rourke moved to approve Resolution No. 12-05-15; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other

Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0

8. Resolution 13-05-15 authorizing the Mayor to Execute a Government Obligation Contract to Finance the Acquisition of two new Sanitation Vehicles.

Town Manager D'Agostino explained the item (see Exhibit "E"). Commissioner Flaherty asked if the Town has any other equipment manufactured by McNeilus. Public Works Director Dave Hunt stated "no" and explained that Heil manufactured the entire fleet. He felt confident that the McNeilus equipment would serve the Town well in the years to come. Commissioner O'Rourke asked if this was part of the procurement process that was established by the previous Town Manager. Public Works Director Hunt stated "yes"; it was presented to the Commission in July 2014. He explained that in fiscal year 2016 the vehicle fleet would be refurbished and no new vehicles are scheduled to be purchased until 2017. Commissioner O'Rourke asked how much of the cost of the vehicles were being financed. Public Works Director Hunt explained that 100 percent of the cost would be financed with an interest rate of 2.610 percent. Commissioner Flaherty asked how soon before the vehicles are accessible. Public Works Director Hunt stated approximately six months depending on certain factors. Commissioner O'Rourke asked if there are any issues with the current fleet. Public Works Director Hunt stated "yes" and that a reduction on repair and maintenance would continue to decrease over the next few years. Commissioner O'Rourke asked how old the current fleet was. Public Works Director Hunt stated about eight years. He explained that the industry standard was about seven years, but with the refurbishing program it could be as much as 10 to 11 years per unit. Mayor DuBois asked if any units are being sold. Public Works Director stated that they would be auctioned.

Motion: Commissioner O'Rourke moved to approve Resolution 13-05-15; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

9. Lake Park Kiwanis Basketball Tournament

Town Manager D'Agostino explained the item (see Exhibit "F"). Recreation Manager Kathleen Carroll-Walters and Lake Park Kiwanis Club President Roger Michaud answered questions about the event. Commissioner O'Rourke asked what type of

outreach was being done for the event. Mr. Michaud explained that flyers are being sent to the schools. He stated that volunteers are needed for different tasks for the event and would appreciate volunteers that are knowledgeable in the sport of basketball. He stated that Club 100 Charities, the Recreation Department and Bethlehem Haitian Church are also involved in the event. Commissioner Rapoza asked at what time the event would begin. Mr. Michaud stated that they would begin at 10:30 a.m. on Saturday, June 6, 2015. He stated that this was a free sign-up event and that they are looking for about 32 teams. Mayor DuBois stated that sponsorships and donations are welcomed and encouraged. Mayor DuBois asked if the information would be placed on the Town's website. Recreation Manager Carroll-Walters stated "yes". Mr. Michaud stated that the deadline to sign-up would be Tuesday, May 26, 2015.

Motion: Commissioner Flaherty moved to approve the use of Bert Bostrom Park for the middle school division during the 1st Annual Lake Park Co-Ed 3 on 3 Basketball Tournament; Commissioner Rapoza seconded the motion.

Mr. Michaud invited everyone to the Lake Park Kiwanis Club meetings that being at noon, every Thursday, at the Tall Tails Restaurant inside of Gander Mountain.

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. Murals/Public Art on Private Property Discussion

Town Manager D'Agostino explained the item (see Exhibit "G"). Vice-Mayor Glas-Castro gave examples of how the City of Lake Placid has established their mural program and how their mural committee works. Commissioner O'Rourke stated that a business owner suggested that the murals not be the length of the buildings and that it should be a public event. The community could get involved in the process. He stated that a committee would be a vital component in moving forward with murals in public places. Commissioner Rapoza suggested a committee be established. Mayor DuBois suggested that the progression should be that an applicant would submit an application to staff, staff would forward the application to the committee, and the committee would then forward their recommendation to the Commission for final approval. He does not feel that mural help property values, but would be in favor of temporary murals that are selected by a committee. Town Manager D'Agostino stated that murals in public places would be a good opportunity to engage the community by displaying its diversity through art. Mayor DuBois recommended that the murals not be permanent and that a space for rotation be established as well.

Motion: Commissioner O'Rourke moved to further develop an Ordinance preparing the Town for art in public places; Commissioner Flaherty the motion.

Town Manager D'Agostino clarified that the Commission wants an Ordinance for murals in public places that would be regulated by a committee; that the murals can appear on public and private properties; staff would construct a way to reach permission from a private property owner to display the public art; and establish continuity. Commissioner O'Rourke stated that a district be established for the murals. The Commission agreed that the Community Redevelopment Agency (CRA) would be the best district for murals in public places. Mayor DuBois suggested that addition language regarding the private property owner's rights be protected. Town Manager D'Agostino clarified that the Commission does not want murals on public buildings, except for 800 Park Avenue (Art on Park Gallery). The Commission agreed.

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 had no comments.

Town Manager D'Agostino announced that he would be attending the Governor's Hurricane Conference next week, but would be available by phone.

Commissioner Rapoza welcomed Town Manager D'Agostino. She congratulated Surf Pro for being awarded Small Business of the Year and Earl Stewart Toyota for being awarded Business of the Year by the Northern Palm Beach Chamber of Commerce. She stated that the Northern Palm Beach Chamber of Commerce award ceremony would be held on May 21, 2015 and each ticket would cost $125.

Commissioner Flaherty welcomed Town Manager D'Agostino.

Commissioner O'Rourke welcomed Town Manager D'Agostino. He congratulated the Brew House Gallery on the expansion of their establishment. He announced that the Brew House Gallery would be celebrating their first anniversary on May 16, 2015. He asked for prayers for a speedy recovery for Diane Bernhard.

Vice-Mayor Glas-Castro thanked Human Resources Director Bambi Turner for preparing the entries to the Northern Palm Beach Chamber of Commerce. She announced that the Palm Beach County League of Cities Installation Gala would be held on Wednesday, May 20, 2015 and that she would be sworn in as the At Large representative for another term. She asked Public Works Director Dave Hunt if there had been a problem with the vegetation truck or was there a large volume of vegetation to be picked up that the vegetation was not picked up on her street on Wednesday. Public Works

Director Hunt explained that there was an increase in the volume of vegetation on Wednesday as residents prepared for the possible storm this week and that the vegetation pick-up was completed on Thursday. Vice-Mayor Glas-Castro thanked Human Resource Director Turner for serving as Interim Town Manager. She welcomed Town Manager D'Agostino. She stated that she wanted to discuss the Volunteer Recognition Reception at a future meeting. She stated that she had concerns with the project chosen by staff for the Community Development Block Grant (CDBG) without Commission discussion or input. She congratulated the Brew House Gallery on their one-year anniversary.

Mayor DuBois asked the Commission for consensus to allow a public comment that was received after the Public Comment section on the agenda. The Commission gave consensus.

Anne Lynch gave an update on the activities of the Friends of the Library. She thanked the Mayor and Vice-Mayor for attending the Palm Beach Historical Society event where two Lake Park Historical Society members were honored. She announced that on May 16, 2015 at 1:00 p.m. the Red Cross would be hosting a hurricane preparedness event in the Library. She asked for planting material donations to be used at the front of the Library. She announced that the Friends of the Library would be expanding their outreached efforts and increasing the amount of programs they offer. They would be hosting a car wash to help raise funds for their programs. She announced a reading program at the Library.

Mayor DuBois thanked Human Resource Director Bambi Turner for serving as the Interim Town Manager. He asked the Commission for consensus for a proclamation to be presented to Ms. Turner at a future Commission meeting. He requested that she not write her own proclamation. He asked if the lights at the basketball courts at Bert Bostrom Park were operational. Recreation Manager Carroll-Walters stated that the lights are working. He asked that PBSO increase the patrol around Bert Bostrom Park in the evenings. He congratulated the members of the Lake Park Historical Society that were honored by Palm Beach County. He thanked everyone who organized and attended the Volunteer Recognition Reception. He stated that the invitation list would be expanded next time. He congratulated Rechic Unique Boutique at 700 Old Dixie Highway on their grand opening. He welcomed Town Manager D'Agostino.

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 8:51 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Town of Lake Park Town Commission

Agenda Request Form Exhibit "A"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV – NOISE CONTROL.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON 2nd READING
[ ] RESOLUTION
[ ] OTHER

Approved by Town Manager Date: 4/28/2015

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$ Town Attorney Costs & Legal Ad** Funding Source: **Town Attorney Budget & Town Clerk** Acct. **# 001-51-514-108-31100 (Attorney) ; 106-48100 (Legal Ad)** [ ] Finance _____	**Attachments:** → **Ordinance 01-2015** → **Attorney Memo**
Advertised: Date: **April 26, 2015** Paper: **Palm Beach Post** [ ] 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__*ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Over the past few months, the Town Commission discussed the existing noise Ordinance on several occasions and requested staff to review the existing regulations in an attempt to condense them. The Village of Wellington's noise Ordinance was offered up as a good example. Essentially, noise ordinances should be able to accomplish two goals:

(1) Effectively regulate noise within municipal boundaries so as to protect the public health, safety and general welfare of inhabited residential and commercial/light industrial property; and

(2) Ensure that these very regulations are enforceable.

In recently reviewing the Town's regulations, staff determined that while they are quite extensive, they actually accomplish the above two goals. The existing regulations do so by defining what a noise nuisance is, prohibiting it, and further providing for an additional dBA noise measurement enforcement method, while allowing for certain exemptions (for example, special events). However, it can be argued that the existing Ordinance includes TOO MUCH information that may lead to confusion.

Consequently, the revised Noise Ordinance was presented to the Town Commission on 1st reading at the March 18, 2015 meeting. At this meeting, the Town Commission directed staff to make the following changes prior to 2nd reading:

(1) Remove sound decibel chart [*Done: please note that this means that noise violations will remain subjective and enforced only by plainly audible noise, rather than providing for an objective enforcement method by actual decibel levels should the Town ever purchase a noise meter and need to utilize this enforcement method*]
(2) Define noise disturbance and provide for a tiered enforcement method with graduated citation amounts for a 1st, 2nd and 3rd offense offenses and possibly criminalize the offense (*modification to the Fine Fee Schedule which is approved by Resolution would also be required*) *[Done in Section 10-153]*
(3) Include a measurement interval (minimum 10 minutes) *[Done in Section 10-153]*
(4) Replace 'government sanctioned' language with a specific reference to 'special event permits' *[Done in Section 10-155(4)] – note: this language means that special event permit holders are exempt from having to meet the requirements as proposed.*
(5) Reference the applicability of the procedural manual for facility rentals *[Done in Section 10-152]*

Following these directives, staff modified the Noise Ordinance and the Fine Fee Schedule (approved by Resolution and listed as a separate agenda item) and provided it to Attorney Matt Ramenda for additional review. Attorney Ramenda had one of his associates research the option of criminalizing noise offenses. In addition, PBSO also questioned the constitutionality of regulating noise within public rights-of-way and Attorney Ramenda had his associate conduct this research as well.

In conclusion, staff has been advised that we cannot criminalize noise offenses since State Law does not classify noise offenses as being criminal offenses. However, the Town is able to enforce noise within public rights-of-way because the Town's proposed Ordinance is content neutral and would not be found unconstitutional on the basis that it either punishes or favors one type of sound over another. Attorney Ramenda specifically included language in the proposed Noise Ordinance which provides that plainly audible sound from a distance of 100 feet is a violation "regardless of content".

A copy of the Attorney Memo dated April 16, 2015 detailing the above two issues is enclosed with this agenda item.

Both the proposed Noise Ordinance and the proposed Fine Fee Schedule were provided to Lieutenant Vassalotti who responded they look good from a PBSO enforcement perspective. All the proposed changes are included in the enclosed Ordinance. A separate Resolution which lists the offense fine fee amounts will also need to be considered by the Town Commission.

Recommended Motion: I MOVE TO ADOPT ORDINANCE 01-2015 on 2nd READING.

JONESFOSTER
JOHNSTON & STUBBS, P.A.

Memo

To: Matt Ramenda
From: Kelly Gardner
Date: April 16, 2015
Subject: Town of Lake Park Noise Ordinance Considerations

Questions Presented

1. Whether the Town is authorized to impose criminal penalties for violations of its noise ordinance such as imprisonment for a term not exceeding 60 days.

2. Whether section 316.3045, Florida Statutes, which prohibits the amplification of sound from vehicles to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle, is still valid.

Discussion

Issue 1

In sum, while section 162.22, Florida Statutes, authorizes municipalities to designate penalties for violations of municipal ordinances, with maximum penalties set at sixty days imprisonment and a $ 500 fine, an ordinance penalty cannot exceed that of state law, and a municipal ordinance may not provide for a criminal penalty for something that has been decriminalized by the state. Since the amplification of sound from a vehicle on a street or highway is a noncriminal infraction and subject to civil penalties under the Florida Uniform Traffic Control Law, such conduct has been decriminalized by the State. The Town may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state. Therefore, it is unlikely that the Town would be permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance in vehicles. Also, where a municipal ordinance violation punishable by incarceration or other criminal penalties is permissible, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate.

Chapter 162, Florida Statutes, establishes administrative enforcement procedures and a means of imposing administrative fines by local governing bodies for violations of local codes and ordinances for which no criminal penalty has been specified. Op. Att'y Gen. Fla. 2001-77 (2001). "Such a mechanism is necessary in light of the provisions of Article V, section 1, and Article I, section 18, Florida Constitution, which provide that while commissions established by law or administrative officers or bodies may be granted quasi-judicial power in matters connected with the functions of their offices, no

administrative agency shall impose a sentence of imprisonment, nor shall it impose any other penalty *except as provided by law*." Op. Att'y Gen. Fla. 2001-77 (2001).

In 1994, the Legislature added section 162.22, which provides:

> "The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law"

§ 162.22, Fla. Stat. (2014). *See also City of Fort Lauderdale v. Scott*, 888 F. Supp. 2d 1279, 1293 (S.D. Fla. 2012)("the premise of Counter-Plaintiffs' argument—that state law prohibits criminal penalties for local code violations—is incorrect. Florida law expressly permits municipalities to 'designate the enforcement methods and penalties' for violations of city ordinances. Such authorized methods and penalties include arrest, a criminal fine of up to $500, and imprisonment of up to 60 days.").

However, while section 162.22, Florida Statutes, authorizes municipalities to designate penalties for violations of municipal ordinances, with maximum penalties set at sixty days imprisonment and a $ 500 fine, a municipal ordinance penalty cannot exceed that of state law, and a municipal ordinance may not provide for a criminal penalty for something that has been decriminalized by the state. *See Thomas v. State*, 614 So. 2d 468 (Fla. 1993); *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993); *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982).

For example, in *Thomas v. State*, a violator challenged the constitutionality of a municipal ordinance, which imposed criminal penalties for violations, that required bicycles to be equipped with a bell or gong. *See* 614 So. 2d at 469. The court noted that municipal ordinance penalties may not exceed state penalties for similar or identical offenses; thus, "[a] city may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state. *Id.* at 473. Additionally, the Court noted that the legislature in chapters 316 and 318, Florida Statutes, has determined that traffic violations, including those relating to bicycles, should be punished by civil penalties. *Id.* at 470. Therefore, the court held that the criminal penalty imposed by the ordinance was "in conflict with state law" because the

Legislature had "determined that traffic violations, including those relating to bicycles, should be punished by civil penalties." *Id.* at 470-71.

Similarly, in *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982), a city ordinance prohibited the possession of certain illegal drugs and prescribed penalties for the possession of varying amounts of each substance. The ordinance required a minimum mandatory sentence and a minimum fine. *Id.* at 85. The maximum penalty for any violation was 60 days incarceration and a fine of $500. *Id.* All conduct prohibited by the ordinance would constitute felonies under state law, and the state statutes prescribed penalties which differed in severity from the penalties established by the ordinance. *Id.* The State charged a violator in county court for the violation of the city's ordinance, and the violator challenged the constitutionality. *Id.* The court noted that a "local ordinance does not conflict with a state statute merely because it provides for a less severe penalty," but that "an ordinance penalty cannot exceed that of state law." *Id.* In some respects, the city's ordinance set greater penalties than that prescribed by Florida law because, in most cases, Florida law provides a judge with discretion to order penalties besides incarceration and to decide whether or not to impose a fine; however, the ordinance eliminates these options by requiring minimum mandatory sentences and fines. *Id.* at 86. Therefore, the court held that the portions of the ordinance, which establish minimum mandatory sentences and fines not similarly punishable under state law, are invalid because they conflict with state law. *Id.*

Also, in *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993), a city ordinance was held to be invalid because its maximum penalty of six months' imprisonment was greater than the penalty imposed by state statutes regulating similar conduct. The court provided:

> "While the city's ordinance is not identical to either of these statutes, it is directed at the same or less serious conduct. Although municipalities and the legislature may legislate concurrently in areas not expressly preempted to the state, a municipality's concurrent legislation may not conflict with state law. Conflict arises when municipalities punish misconduct more severely than is permitted by state statutes."

Id.

Here, the Town cannot enact an ordinance that provides for a penalty that exceeds penalty imposed by state statutes regulating similar conduct , or that provides for a criminal penalty for conduct that has been decriminalized by the state. Similar to the conduct subject to the ordinance in *Thomas*, the amplification of sound from a vehicle on a street or highway has been decriminalized by the State since, under the Florida Uniform Traffic Control Law, such conduct is a noncriminal infraction and subject to civil

penalties. Therefore, it is unlikely that the Town would be permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance in vehicles.

Also, where a municipal ordinance violation punishable by incarceration or other criminal penalties is permissible, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate. *See Ft. Lauderdale v. Mattlin*, 566 So. 2d 1330 (Fla. 4th DCA 1990). In *Ft. Lauderdale v. Mattlin*, an individual was charged with violating a municipal ordinance which made it unlawful to commit an act, otherwise constituting a state misdemeanor, within the city, which was punishable by incarceration. *Id.* at 1331. It noted that "[p]ursuant to the revision of article V of the constitution of this state, all ordinance violations are to be prosecuted in the county court." *Id.* at 1331-32. The court held that "[m]unicipal ordinance violations punishable by incarceration are the equivalent of criminal prosecutions" and are entitled to the protections of the rules of criminal procedure, including speedy trial rules. *Id.* Thus, even if the Town were permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate.

Issue 2

Section 316.3045, Florida Statutes, which prohibits the amplification of sound from vehicles to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle, is invalid. In December 2012, the Florida Supreme Court issued an opinion, in *State v. Catalano*, 104 So. 3d 1069 (Fla. 2012), holding that section 316.3045, Florida Statutes, was unconstitutional and, therefore, invalid. Since the Florida Supreme Court has found the statute to be unconstitutional, if the Town were to enact an ordinance adopting the same language as section 316.3045, Fla. Stat., it likewise would be found unconstitutional and invalidated if challenged.

In *State v. Catalano*, the Florida Supreme Court found the whole statute to be unconstitutional as the result of one provision within the statute that exempts motor vehicles used for business or political purposes from the prohibition against amplifying sound from within a motor vehicle to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle. Essentially, the court found that because of that provision, the statute treated commercial and political speech more favorably than noncommercial speech, and concluded that the statute was content based because it does not apply equally to music, political speech, and advertising. 104 So. 3d at 1078-79.

> "Initially, it would appear that section 316.3045(1)(a), F.S., does not regulate expression based on the content of the message as it bans all amplified sound coming from within the interior of a motor vehicle that is —plainly audible‖ beyond twenty-five feet from the source. In short, the statute proscribes excessive sound emanating from vehicles on public thoroughfares. Subsection (3), however, excepts —motor vehicles used for business or political purposes, which in the normal course of conducting such business use [sound-making] devices‖ from this broad proscription.
>
> The regulation, however, treats commercial and political speech more favorably than noncommercial speech. . . . Regardless of the intent of the Legislature, section 316.3045, F.S., is a sweeping ban on amplified sound that can be heard beyond twenty-five feet of a motor vehicle, unless that sound comes from a business or political vehicle, which presumably uses sound-making devices for the purpose of expressing commercial and political viewpoints. . . . . Thus, this statute is content based because it does not apply equally to music, political speech, and advertising."

Id.

Since the court concluded that the statute was content based, it applied the strict standard of scrutiny, requiring the state to show that the statute "is narrowly tailored and serves a compelling state interest," versus the less rigorous "time, place, manner analysis" that is applied to content neutral restrictions of speech and expressive conduct. The court held that:

> "the restriction of the constitutionally protected right to amplify sound, despite the State's acknowledgement that this level of noise is tolerable and safe if the source is a commercial or political vehicle, is not narrowly tailored to achieve the government's interests in improving traffic safety and protecting the citizenry from excessive noise. Thus, we also find that the statute is unconstitutionally overbroad because it restricts the freedom of expression in a manner more intrusive than necessary"

Id. at 1080.

Therefore, while section 316.3045, Florida Statutes, has found to be unconstitutional and invalid by *State v. Catalano*, the court's reasoning illustrates that the statute was found to be unconstitutional as the result of one provision. Specifically, the court took issue with the provision that exempts motor vehicles used for business or political purposes from the prohibition against amplifying sound from within a motor

vehicle to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle. In light of this, a statute, or an ordinance, that does not contain the provision that provides an exemption for vehicles used for business or political purposes would arguably be constitutional if challenged.

Summary of Cases

- *City of Fort Lauderdale v. Scott*, 888 F. Supp. 2d 1279, 1293 (S.D. Fla. 2012)
    - "the premise of Counter-Plaintiffs' argument—that state law prohibits criminal penalties for local code violations—is incorrect. Florida law expressly permits municipalities to 'designate the enforcement methods and penalties' for violations of city ordinances. Such authorized methods and penalties include arrest, a criminal fine of up to $500, and imprisonment of up to 60 days. While the City has not adopted specific criminal penalties for code violations, choosing instead to address such violations mainly through civil penalties, the City retains authority to enforce its code requirements by 'any other means.' Specifically, in addition to the enforcement powers granted to it under the City Code, the City 'may, in its discretion, exercise any powers given to municipalities' by Chapter 162 of the Florida Statutes. Thus, nothing in state or local law forecloses the City from enforcing code violations through arrest or short-term imprisonment" (internal citations omitted).
- *Thomas v. State*, 614 So. 2d 468 (Fla. 1993)
    - The ordinance, which imposed criminal penalties for violations, required bicycles to be equipped with a bell or gong.
    - The Court noted that the legislature in chapters 316 and 318, Florida Statutes, has determined that traffic violations, including those relating to bicycles, should be punished by civil penalties. Therefore, the court held that the criminal penalty imposed by the ordinance was "in conflict with state law" because the Legislature had "determined that traffic violations, including those relating to bicycles, should be punished by civil penalties."
    - Municipal ordinance penalties may not exceed state penalties for similar or identical offenses. Thus, "[a] city may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state."
    - "We hold that when a person is charged with violating a municipal ordinance regulating conduct that is noncriminal in nature, such as in the traffic control area, section 901.15(1) only permits a person to be detained for the limited purpose of issuing a ticket, summons, or notice to appear."

- "violation of a municipal ordinance is not a 'crime,' and it is not a 'noncriminal violation' as defined in Florida Statutes."

- *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993)
  - "Finally, the ordinance is invalid because its maximum penalty of six months' imprisonment is greater than the penalty imposed by state statutes regulating similar conduct. Florida's loitering statute, section 856.021, Florida Statutes (1987), and its prostitution and solicitation statute, section 796.07(3)(b) (1987), create second-degree misdemeanors calling for a maximum imprisonment of sixty days in jail. While the city's ordinance is not identical to either of these statutes, it is directed at the same or less serious conduct. Although municipalities and the legislature may legislate concurrently in areas not expressly preempted to the state, a municipality's concurrent legislation may not conflict with state law. Conflict arises when municipalities punish misconduct more severely than is permitted by state statutes." (internal citations omitted).

- *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982)
  - City ordinance prohibited the possession of certain illegal drugs and prescribed penalties for the possession of varying amounts of each substance. The ordinance required a minimum mandatory sentence and a minimum fine. The maximum penalty for any violation was 60 days incarceration and a fine of $500. All conduct prohibited by the ordinance would constitute felonies under state law, and the state statutes prescribed penalties which differed in severity from the penalties established by the ordinance. The State charged a violator in county court for the violation of the city's ordinance, and the violator challenged the constitutionality.

  - The court stated that a "local ordinance does not conflict with a state statute merely because it provides for a less severe penalty," but that "an ordinance penalty cannot exceed that of state law." In some respects, the ordinance set greater penalties than that prescribed by Florida law because in most cases Florida law has discretion to order penalties besides incarceration and to decide whether or not to impose a fine; however, the ordinance eliminates these options by requiring minimum mandatory sentences and fines. Therefore, the court held that the portions of the ordinance, which establish minimum mandatory sentences and fines not similarly punishable under state law, are invalid because they conflict with state law.

- *Goodman v. County Court*, 711 So. 2d 587 (Fla. 4th DCA 1998)
    - Petitioner was charged by information in the county court with violations of the municipal housing code of the City of Fort Lauderdale ("City"). The Petitioner claimed that the county court lacked jurisdiction to hear the charges because violations of the municipal housing code were within the exclusive jurisdiction of the local government code enforcement board.
    - The City may elect either method of prosecution. The creation of the code enforcement board and the assignment to it of the enforcement of housing code violations does not prohibit the City from bringing a charge in county court for a municipal code violation
- *Ft. Lauderdale v. Mattlin*, 566 So. 2d 1330 (Fla. 4th DCA 1990)
    - Appellee was charged with violating a municipal ordinance which made it unlawful to commit an act, otherwise constituting a state misdemeanor, within the city, which was punishable by incarceration.
    - "Pursuant to the revision of article V of the constitution of this state, all ordinance violations are to be prosecuted in the county court."
    - "Municipal ordinance violations punishable by incarceration are the equivalent of criminal prosecutions and are entitled to the protections of rule 3.191" including speedy trial rules.
    - "an ordinance violation punishable by incarceration is the equivalent of a misdemeanor for the purpose of applying speedy trial rules"

Town of Lake Park Town Commission

Agenda Request Form Exhibit "B"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: Ordinance Amending Certain Sections of Article XVI of the Town Charter pertaining to Special Elections, Annual General Elections, and the Repeal of the Form of Ballots used during Elections.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON SECOND READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Date: 4/28/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 275.20** Funding Source: **Advertising** Acct. # **106-48100** X Finance BKZ	**Attachments:** **Ordinance** **Advertisement**
Advertised: **Date: April 26, 2015** **Paper: Palm Beach Post** [ ] 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 VM **Please initial one.**

Summary Explanation/Background: At the Regular Commission meeting of April 15, 2015 Ordinance 04-2015 was presented to the Town Commission and passed unanimously. The Ordinance amendments in Article XVI do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government as set forth in the Town Charter. The following sections are proposed to be modified:

Section 11 – Special Elections; Section 13 – Date of General Elections; Section 22 – Form of Ballot.

Recommended Motion: I move to adopted Ordinance 04-2015 on second reading.

ORDINANCE NO. 04-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to the operation of the Town under a Town Commission-Town Manager form of government; and

WHEREAS, Sections 166.021(4) and166.031, Fla. Stat., set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, and which charters have not been subsequently readopted; and

WHEREAS, pursuant to the provisions of Section 166.021(4), Fla. Stat., amendments to municipal charter provisions which were adopted prior to July 1, 1973, such as the Town's Charter, may be made by ordinance if the proposed changes do not affect the basic organizational and administrative structure of the municipal government, and if the proposed changes do not fall within any of the statutorily excluded areas which expressly require a referendum in order to adopt the proposed charter amendment; and

WHEREAS, the Town Commission has determined that certain sections of Article XVI of the Town Charter should be amended; and

WHEREAS, the proposed amendments in Article XVI do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government as set forth in the Town Charter, or pursuant to Section 166.021(4), Fla. Stat. such that a referendum would be required.

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

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

Section 2. The municipal Charter for the Town of Lake Park, Article XVI, Sections 11, 13, and 22 are hereby amended to read as follows:

Section 11. Special Election.

Special elections ~~shall~~ may be held in the following cases: First, where there shall be no choice of any officer who should have been elected at a general election; second when a vacancy shall occur more than ninety (90) days before a general election is to be held; third, in any other case when it becomes necessary to give full force and effect and carry out the intents and purposes of the Charter of the Town of Lake Park.

Section 13. Date of General Election.

The general ~~annual~~ election of the Town of Lake Park shall be held in said Town on the second Tuesday in March of the calendar year~~.~~; or as may otherwise be specified in the published Notice of General Election posted by the Town Clerk.

Section 3. Article XVI, Section 22 entitled "Form of ballot" is hereby repealed.

Section 22. Form of ballot

~~That the official ballot (if ballot is used) to be used in all elections shall be substantially in the words, figures and form as follows; to wit:~~

~~OFFICIAL BALLOT~~

~~DATE_____/_____/_____;~~
~~YEAR_____/_____/_____~~

~~TOWN OF LAKE PARK, FLORIDA~~

~~Mark a Cross Mark (x) before the name of the Candidate of your own choice~~

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

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

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

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

The Palm Beach Post
Real News Starts Here

RECEIPT

Account: G3573
Name: TOWN OF LAKE PARK
Address: 535 PARK AVE
LAKE PARK FL 33403-2603

Phone: 561-881-3300
E-mail: VMENDEZ@LAKEPARKFLORIDA.GOV

Order Name:	NOTICE OF PROPOSED ORD
Order Id:	408093
Original Order Id:	
Copy Line:	LEGAL NOTICE OF PROPOSED ORDINANCETOWN O
Sales Rep:	PB116 R Hindmarch (P)
Purchase Order:	
Pay Type:	Billed
Account Group:	
Caller:	VIVIAN MENDEZ
Section:	6205 Legal Notices
Reply Request:	
Tear Sheets:	0

Order Summary

Base:	$275.20
Other Charges:	$0.00
Discounts:	$0.00
Agency Commission:	$0.00
Sales Tax:	$0.00
Total Order	$275.20

Payment Summary
No payment information available.

The Palm Beach Post
Real News Starts Here

RECEIPT

Ad Name: 785721A

Ad Id: 785721

Original Ad Id:

Start: 04/26/2015
Stop: 04/26/2015
Issues: 1
Words: 359
Dimensions: 1 X 80
Color:

Editions
PB Post
PB Post Web

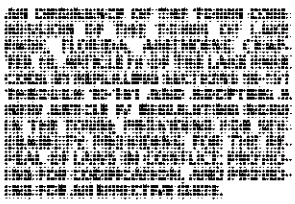
The Palm Beach Post
Real News Starts Here

RECEIPT

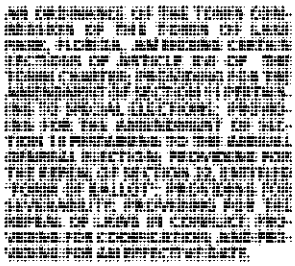
LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on Wednesday, May 6, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

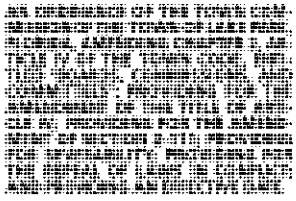
Ordinance No. 01-2015



Ordinance No. 04-2015



Ordinance No. 05-2015



If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
4-26/ 2015 #408093

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Town of Lake Park Town Commission

Agenda Request Form Exhibit "C"

Meeting Date: **May 6, 2015** **Agenda Item No.**

Agenda Title: Ordinance Amending Chapter 2, Article IV, Section 2-111 Entitled Election of Board and Committee Officers.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON SECOND READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Date: 4/28/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 275.20** Funding Source: **Advertising** Acct. # **106-48100** [X] Finance BKZ	**Attachments:** **Ordinance Advertisement**
Advertised: **Date: April 26, 2015** **Paper: Palm Beach Post** [ ] 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 *VM* **Please initial one.**

Summary Explanation/Background: At the April 15, 2015 Regular Commission meeting Ordinance 05-2015 was presented to the Town Commission and passed unanimously. The Ordinance amendments in Chapter 2, Article IV, entitled "Boards, Commissions, and Committees", do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government.

Staff proposed, at the April 15, 2015 Regular Commission meeting the following three (3) amendments to this section of the Code:

1. Amend the title from "Boards, Commissions, and Committees", to "Boards, and Committees" and remove the word Commission.
2. Each board shall annually elect a chair from its membership and a vice-chair at their first meeting of each year instead of the month of January.

3. The Town Manager shall assign a staff member to be the recording secretary who shall be responsible for producing minutes of the board or committee meeting.

Recommended Motion: I move to approve Ordinance 05-2015 on second reading.

ORDINANCE NO. 05-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES"; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 2, Article IV, of the Town Code authorizes the Town Commission to appoint members to certain standing Boards, Commissions and Committees; and

WHEREAS, Chapter 2, Article IV, Section 2-111 provides for each Board, Commission or Committees election of a Chair and officers from their membership; and

WHEREAS, the Town Commission has determined that it is necessary and advisable to amend Article IV and Section 2-111 of the Code of Ordinances of the Town of Lake Park; and

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

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

Section 2. Article IV and Section 2-111 of the Code of Ordinances of the Town of Lake Park are hereby amended to read as follows:

ARTICLE IV. BOARDS~~, COMMISSIONS~~ AND COMMITTEES

Sec. 2-111. Election of board and committee officers.

~~(a)~~ *Chair*. Each board and committee of the town shall annually elect from its membership a chair, who shall preside at all meetings of such board or committee, and a ~~chair pro tem~~ vice-chair, who shall preside at all meetings of such board or committee in the absence or disability of the chair, at a regular meeting to be conducted in January, or

if there is no meeting in January then at the first meeting of the board or committee in the new year ~~of each year~~.

(b) Administrative support. The Town Manager shall assign town employees to each board or committee, including a recording secretary who shall be responsible for recording the meetings and producing minutes of the board or committee meetings. ~~Secretary. Each board and committee of the Town shall elect from its membership a secretary, who shall record the proceedings of each meeting of such board or committee, at a regular meeting to be conducted in January of each year, except that the Town Clerk shall serve as the recording secretary for the planning and zoning board and code enforcement board.~~

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words "ordinance," "section," "article," or "paragraph" may be changed to provide for continuity.

Section 5. Severability. If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

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Account:	G3573	Phone:	561-881-3300
Name:	TOWN OF LAKE PARK	E-mail:	VMENDEZ@LAKEPARKFLORIDA.GOV
Address:	535 PARK AVE LAKE PARK FL 33403-2603		

Order Name:	NOTICE OF PROPOSED ORD
Order Id:	408093
Original Order Id:	
Copy Line:	LEGAL NOTICE OF PROPOSED ORDINANCETOWN O
Sales Rep:	PB116 R Hindmarch (P)
Purchase Order:	
Pay Type:	Billed
Account Group:	
Caller:	VIVIAN MENDEZ
Section:	6205 Legal Notices
Reply Request:	
Tear Sheets:	0

Order Summary

Base:	$275.20
Other Charges:	$0.00
Discounts:	$0.00
Agency Commission:	$0.00
Sales Tax:	$0.00
Total Order	$275.20

Payment Summary
No payment information available.

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Ad Name: 785721A

Ad Id: 785721

Original Ad Id:

Start: 04/26/2015
Stop: 04/26/2015
Issues: 1
Words: 359
Dimensions: 1 X 80
Color:

Editions
PB Post
PB Post Web

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LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on Wednesday, May 6, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

Ordinance No. 01-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance No. 04-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance No. 05-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES"; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
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Town of Lake Park Town Commission

Agenda Request Form Exhibit "D"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: Resolution Amending the Fine Fee Schedule To Add Graduated Fines For Noise Disturbance Offenses

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE
[X] NEW BUSINESS - RESOLUTION
[ ] OTHER

Approved by Town Manager Interim Town Manager **Date:** 4/29/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** → **Resolution 12-05-15**
Advertised: Date: **N/A** Paper: [ ] 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__*ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

This agenda item proposes to amend the Fine Fee Schedule to include graduated fines for Noise offenses which are described and are being considered separately via Ordinance 01-2015 which proposes to amend the overall code provisions pertaining to Noise. Pursuant to the Town Commission's direction on the 1st reading of Ordinance 01-2015, staff included three fine amounts on the proposed Fine Fee Schedule as follows:

Noise disturbance	
1st Offense	$250
2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)	$350
3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense)	$450

Recommended Motion:
I MOVE TO APPROVE RESOLUTION 12-05-15.

Town of Lake Park Town Commission

Agenda Request Form Exhibit "E"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: Resolution Authorizing the Mayor to Execute a Government Obligation Contract to Finance the Acquisition of Two, New Sanitation Vehicles

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Interim Town Manager _____ **Date:** 4/29/2015
Interim Town Manager

_____
David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs: $ 532,164.50 (over five years)** **Funding Source: Sanitation Fund** **Acct. # 404-64100 (commencing F.Y. 2016)** **[X] Finance** BLR	**Attachments:** **- Sanitation Division Long Range Vehicle Replacement Schedule** **- Formal Proposal for One, Side-Loading, Residential Sanitation Truck (body quotes included)** **- Formal Proposal for One, Front-Loading, Commercial Sanitation Truck (body quotes included)** **- Government Obligation Contract for Two, Complete Trucks (Exhibit A)** **- Resolution No.** 13-05-15
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes, I have notified everyone** DH or Not applicable in this case _____ **Please initial one.**

Summary Explanation/Background:
At the July 16, 2014 Regular Commission Meeting, an Agenda Item was approved that established new sanitation rates in support of a vehicle replacement program. A vehicle replacement schedule was

submitted that called for the purchase of a residential side-loading truck and a commercial front-loading truck in Fiscal Year 2015.

Using the Florida Sheriffs Association & Florida Association of Counties' competitive Bid Award Announcement, three packages were prepared for each sanitation vehicle. Both vehicles were specified with a Mack chassis and three different manufacturers' bodies for price comparisons. The residential side-loader manufactured by McNeilus was $13,162.72 less than the next lowest body manufacturer, New Way. The McNeilus quote included a five year cylinder warranty that was not provided by either New Way or the highest bidder, Heil.

New Way priced the front-loading commercial sanitation truck $5,172.14 less than McNeilus. However, by using governmental cooperative purchasing price lists, staff has the latitude to select a slightly higher priced vehicle if it is deemed to be in the best interest of the Town. McNeilus parts and service has a large support network both in the state and around the country. McNeilus' Pompano Beach repair facility is larger than New Way's Ft. Pierce shop which will result in a faster turn-around time for repairs. It is also advisable for a small fleet to stick with a single manufacturer in order to increase its leverage for parts and service. For these reasons, staff is recommending the purchase of the McNeilus front-loading commercial sanitation truck.

Financing for the two vehicles will be provided by the chassis manufacturer's lending institution, KS State Bank. The terms for the government obligation contract includes a five year, fixed interest rate of 2.610% based upon five equal payments, with the first payment due January 8, 2016 (Fiscal Year 2016). The Mack/McNeilus side-loading residential sanitation truck package totals $255,628.62 ($270,157.50 with interest over five years). The Mack/McNeilus front loading commercial sanitation truck package totals $247,916.47 ($262,007.00 with interest over five years).

Recommended Motion: I move to approve Resolution No. 13-05-15 authorizing the Mayor to execute the government obligation contract, funded by KS State Bank, for one (1) 2016 Mack LEU613 with McNeilus Model 2849 side-loading body and one (1) 2016 Mack MRU613 with McNeilus Model 4029 front-loading body for the total amount of $532,164.50 over five years.

Town of Lake Park Town Commission

Agenda Request Form Exhibit "F"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: Kiwanis of Lake Park Proposed 3 on 3 Co-ed Basketball Tournament

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 4/29/2015
Interim Town Manager

Kathleen Carroll Walters/Recreation Manager
Name/Title

Originating Department: Parks & recreation Department	Costs: $ 0.00 Funding Source: Acct. # [ ] Finance _____	**Attachments:** • **Flyer** • **Lake Park Youth Program Registration Form**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *KCW* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:
Kiwanis of Lake Park is offering to host a Co-ed 3 on 3 basketball tournament for children in grades 4 through 8. The divisions will be; "Elementary Division", grades 4 and 5 to be played at the Lake Park Bethlehem Haitian Baptist Church and the "Middle School Division" grades 6 through 8 to be held at the Bert Bostrom ball park basketball courts commencing at 10:30 a.m. on Saturday, June 6, 2015.

This one day event is an outreach to the youth of Lake Park with the intention of creating a family-like atmosphere through organized recreational basketball games and a future plan to develop a recreational league for all age groups.

A number of community organizations; Kiwanis of Lake Park, Club 100 Charities and the Lake Park Bethlehem Haitian Church have joined forces to offer our local children the first of many future programs and activities.

The Town of Lake Park Youth Program Registration Forms (Recreation Department) will be available at the following locations:

Lake Park Library (529 Park Avenue, Lake Park
Bethlehem Haitian Baptist Church (425 Crescent Drive, Lake Park)

from Thursday, May 7th through Tuesday, May 26, 2015. Registration forms shall be turned in at the;

Lake Park Library and/or the
Bethlehem Haitian Church and will be turned in as a team (**4 players per team**) not as individuals.

****Copy of report card is required to confirm grade level****

Recommended Motion: I move to approve of the use of Bert Bostrom Park for the Middle School Division during the 1st Annual Lake Park Co-Ed 3 on 3 Basketball Tournament.

Town of Lake Park Town Commission

Agenda Request Form Exhibit "G"

Meeting Date: May 6, 2015 **Agenda Item No.**

Agenda Title: Murals/Public Art on Private Property Discussion.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE
[ ] RESOLUTION
[X] OTHER – DISCUSSION ITEM

Approved by Town Manager Date: 4/28/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** →***Murals/Public Art on Private Property*** **sample Ordinances (West Palm Beach, FL; Miami, FL; Toledo, OH; Los Angeles, CA)**
Advertised: Date: **N/A** Paper: [ ] 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 _ ***ND*** __ **Please initial one.**

Summary Explanation/Background:

Towards the end of 2014, the Town Commission expressed interest in exploring murals/public art on private property code provisions. Currently, the Town does not regulate murals/public art on private property, but for murals/public art that are installed as business signage, and provides for the following:

Sec. 70-103. - Permitted signs. (regulated through a signage permit)

5. Commercial/nonresidential signage.
   (a) Wall-mounted signs in commercial and mixed commercial and light industrial districts.
      (7) Wall signs may be painted directly onto the building provided it meets the following standards:
         a. The sign shall be painted by a professional sign painter.
         b. A full color rendition of the painted sign must be approved by the community development director prior to issuance of the permit.
         c. The sign must contain a logo or other graphic elements in addition to the name and address and shall be in proportion to the existing/available sign space and harmonious in design.

The purpose of this agenda item is to allow the Town Commission to review some sample Ordinances in an attempt to possibly direct staff to move forward with Code provisions for murals/public art on private property that are general in nature and not associated with business signage. Some components to consider in the discussion would be:

(1) Location. Will there be any limitations on where the murals/public art can be installed? Distance separation requirements from residential zoning districts? Provisions for mixed-use buildings?

(2) Application Requirements. Will it be administrative, or require Town Commission (or other board) approval and if so, will it be subject to noticing requirements? Permit fee?

(3) What types of artwork are acceptable? (sculptures; murals; portable paintings; painted furnishings or fixtures - example, fences/gates, railings, lighting, street lights; etc.). Any exclusions?

(4) Size limitations for murals and freestanding public art. Will the incorporation of electrical components or moving parts be allowed?

(5) Maintenance and Enforcement Requirements.

Recommended Motion: **Not Applicable – Discussion item only in order to provide staff with direction.**

Ordinance on First Reading

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** Tab 2

Agenda Title: ORDINANCE TO ABANDON A 0.49-ACRE PORTION OF THE EAST JASMINE DRIVE RIGHT-OF-WAY.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON 1st READING ***(continued from April 1, 2015 meeting)***
[ ] NEW BUSINESS
[ ] OTHER

Approved by Town Manager Date: 5/13/2015
Date Certified by the TM

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$ Application Fee & Certified Letter to Property Owners & Regular Mail Notice to Occupants (Ad will be placed prior to 2nd reading) – signs also posted around the property.** Funding Source: **Applicant** Acct. **# 4771** [ ] Finance _____	**Attachments:** → **Ordinance 02-2015** → **Town Engineer Response Letter** → **Town Attorney Legal Letter** → **Applicant's Application Packet (includes application form; justification statement; traffic analysis; utility company letters)** → **Appraiser Email and Appraisal** → **Copy of Certified Letter; Regular Mail Notice and Sign Postings**
Advertised: Date: ***N/A by code on 1st reading*** Paper: [ ] 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__*ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

STAFF REPORT

SEQUENCE OF APPLICATIONS RELATED TO THE EARL STEWART TOYOTA PROPOSED PLANNED UNIT DEVELOPMENT (PUD) EXPANSION:

(1) Abandonment Application for a 0.49-acre portion of East Jasmine Drive
(2) Future Land Use Map Amendment for a 0.49-acre portion of East Jasmine Drive from a public Right-of-Way to a Commercial/Residential land use designation
(3) Rezoning of a 0.49-acre portion of East Jasmine Drive from a public right-of-way to a PUD and the Rezoning of 1017 Federal Highway from Commercial-1 (C-1) to PUD
(4) Site Plan application for the expansion of the existing dealership and the special exception use of a vehicles sales establishment.

The above applications will be presented as a "package" however, they will require separate motions in the order listed above—All resident letters received have been included with the Site Plan item

The Town of Lake Park is the fee simple owner ("Owner") of approximately 0.49 acres of the public right-of-way known as East Jasmine Drive ("Subject Property"), which is generally located between North Federal Highway and Lakeshore Drive, within the municipal boundaries of the Town of Lake Park ("Town"). The Subject Property's legal description and its general location is identified in Exhibit A of the proposed Ordinance 02-2015, which is attached hereto. The Subject Property is listed as a "Roadway" for the purposes of the Town's Comprehensive Plan.

The Town received a request from Earl Stewart, LLC and Commercial Investments, LLC to purchase the subject site. Part of the abandonment application involves getting an appraisal, at the expense of the Applicant, for the roadway. The Town retained an appraisal company that valued the roadway at $300,000 using certain sale comparables that have been guaranteed by the Appraiser as being suitable comparables (follow-up email between staff and the Appraiser is enclosed). The abandonment application (the "Application") was submitted by Mr. Brad Jankowski, P.A. attorney and agent for Earl Stewart, LLC and Commercial Investments, LLC ("Applicant"), requesting that the Town of Lake Park abandon East Jasmine Drive between North Federal Highway and Lakeshore Drive at a sale price of $300,000, as appraised and required by Town Code. With this abandonment, the Applicant proposes to expand the boundaries of the existing Earl Stewart Toyota Planned Unit Development (PUD) to include an additional sales car showroom with display spaces; additional interior service bays; administrative offices; an enclosed car wash location; as well as a 4 story parking garage structure for additional display spaces and additional landscaping around the entire property. The Master PUD Site Plan approval is contingent on the approval of this abandonment.

Town staff reviewed the Application, and determined that the proposed abandonment is for the most part, consistent with the Town's Code of Ordinances dealing with the abandonment of rights-of way in Chapter 72 of the Town Code. Please refer to the Applicant's Justification Statement.

It has been determined that the right-of-way is no longer required for the public use and convenience specifically due to the evidence provided by the Applicant's traffic engineer and verified by the Town's traffic engineering consultant. Given that the roadway currently serves to separate two separate areas that are functioning as vehicle sales establishments, both operated by Earl Stewart Toyota/Commercial Investments (the "Applicant"), the roadway is primarily being used by the operator of the dealership. Transferring its ownership would also eliminate the Town's responsibilities in maintaining the roadway. In essence, this roadway does not eliminate roadway access to any of the surrounding parcels and therefore it is not anticipated that it will negatively affect their property values based on this factor. More specifically, a traffic analysis rendered by Yvonne Ziel Traffic Consultants (which also references a previous analysis performed by Pinder Troutman Consulting, Inc.) concluded that the closure of East Jasmine Drive between North Federal Highway and Lakeshore Drive will not result in a deterioration of the operations on the adjacent East Ilex Drive.

Some of the public benefits with this abandonment which is needed pursuant to the proposal to expand the boundaries of the Earl Stewart Toyota PUD include:

(1) Furthers the aesthetics of the Subject Property by providing additional landscaping around the property and specifically on those sides adjacent to residential communities. The result will further insulate the residents living along Lake Shore Drive from the commercial uses, noise, and traffic along North Federal Highway, without limiting their access from Palmetto Road and East Ilex Drive.

(2) Large commercial carriers would no longer be allowed to use Lake Shore Drive to enter or exit the dealership through conditions of approval on the site plan application, further minimizing commercial impacts along the residential corridor. By combining the lots, the number of access points into the dealership would also be minimized.

(3) While financial considerations should not be the basis of a public benefit justification, this expansion will foster the redevelopment of an area that is being underutilized and will inherently increase the Town's tax base which is an objective of the Town's Comprehensive Plan and which is a step forward in trying to create a sustainable economic base for the Town for the future.
(4) As part of the overall proposal, the Applicant proposed to add additional bench seating around the perimeter of the site to promote the area's recreation and public use as well proposes a bus stop shelter for the community on the corner of Federal Highway and Palmetto Road.
(5) The Applicant proposes to pursue Leadership in Energy and Environmental Design (LEED) certification in their redevelopment efforts in an attempt to promote green initiatives and sustainability and have it serve as the Town 's second LEED certified showcase building in the community (first was Kohl's on Congress Avenue).
(6) The Town's contracted Engineer also confirms: "With the abandonment of Jasmine Drive right-of-way into the projected area, the stormwater runoff from the Jasmine Drive right-of-way will be incorporated into the onsite exfiltration trench system and will undergo water quality treatment prior to discharge resulting in a net improvement in water quality".

For those reasons listed above, the abandonment request (which is part of the overall site plan application request for the expansion of the dealership) is consistent with the Town's Comprehensive Plan and furthers the health, safety and welfare of the Town's residents. In addition, Policy 1.8 of the Town's Comprehensive Plan states that new development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development. The proposed abandonment with the proposed development plan will not deviate from this requirement. The property is already developed with commercial uses, it is not anticipated that there will be any impacts on the existing water and sewer system.

Written confirmation from all public utility companies confirming that the proposed abandonment would not adversely affect the individual utilities have been received and these include, Comcast, American Telephone and Telegraph (AT&T), Seacoast Utility Authority, Florida Public Utilities (FPU), and Florida Power and Light (FPL). AT&T has included a requirement which is listed as condition of approval #6 below and FPL has also included a requirement listed as condition of approval #7 below (also included in the proposed Ordinance).

NOTICING REQUIREMENTS:
The proposed abandonment requires a public hearing and notice of the abandonment Ordinance to be published in a newspaper of general paid circulation in the Town and of general readership in the Town, 10 days prior to the adoption hearing. This notice will be placed in Palm Beach Post on or before June 7, 2015. Additionally, in follow-up to the concerns expressed at the April 1, 2015 Town Commission meeting, Town Code Section 72-5 is further described as the following:

Town Code Section 72-5. - Application for abandonment.

- *(5) The names and addresses of the owners, businesses or occupants of real property bounding and abutting the street, alley, or easement sought to be abandoned, AND the property owners located within 250 feet thereof.*

The Town had already satisfied the requirement of the Code prior to the Town Commission meeting of April 1. The code provision (above) is separated in two parts in order to provide some clarification. The first part, highlighted in green, requires a paper list of those *owners, businesses or occupants bounding or abutting the street to be abandoned.* The area sought to be abandoned is East Jasmine Drive, and the only two properties bounding or abutting East Jasmine Drive is the applicant themselves, Earl Stewart LLC and Commercial Investments LLC therefore, no additional

parties are required to be on this list.

Secondly, the part highlighted in blue requires a paper list of property owners located within 250 feet. Actually, the Applicant had exceeded this requirement and provided a list of property owners within 300 feet and even though the Code does not require a certified notice to all these property owners, one was sent out prior to the Town Commission meeting of April 1, 2015.

Consequently, the applicant actually exceeded the Code requirement for notification prior to the Town Commission meeting of April 1, 2015. In addition, because there were several concerns expressed on the actual occupants of some the units that are being leased within the neighboring residential communities, following the April 1 meeting, staff asked the applicant to also send regular mail notices to all the occupants of Bay Reach; Marina Key and Cedar Crest, whether they are owner-occupied or renter-occupied. Since this was dependent on the receipt of a list of occupants by the individual residential properties, only Marina Key and Cedar Crest received these additional (regular mail) courtesy notices because the Bay Rach Condo Association opted out and did not provide a list of occupants to the Town. Again, this is not a Code requirement per the above Town Code Section 72-5(5), but rather something that was done as a courtesy based on the concerns that were expressed at the Town Commission meeting of April 1, 2015.

A copy of the Town's Engineer letter and Town Attorney Memo are also included with this agenda item. In addition to the information provided herein, the Town Commission must determine whether abandoning the right-of-way, with fair compensation, is to the benefit of the community as a whole based on the Applicant's application and both justifications provided by the Applicant and by Staff. The Town Commission may recommend additional conditions as appropriate for the requested abandonment.

Town staff recommends that the Town Commission recommend **APPROVAL** for the abandonment request of a 0.49-acre portion of East Jasmine Drive between North Federal Highway and Lakeshore Drive, subject to the following conditions:

(1) The Applicant shall pay to the Town the appraised value of the Subject Property within 90 days of the effective date of this Ordinance. Within five business days of the Applicant's payment to the Town for the Property, the Applicant shall cause to be removed the traffic signs along East Jasmine and Lakeshore Drive, and return these signs to the Town's Department of Public Works.

(2) The Applicant shall be responsible for the cost of the reconstruction of the east and west sides of the Property adjacent to Lakeshore Drive and North Federal Highway.

(3) The drainage design for the Subject Property shall be consistent with the future reconstruction plans for Lakeshore Drive.

(4) Prior to initiating development of the Subject Property, the Applicant shall submit a copy of all permits from all appropriate permitting authorities to the Community Development Department.

(5) This abandonment is contingent upon the approval of a site plan and the rezoning and amendment of the land use map.

(6) The Applicant shall provide AT&T with a utility easement. AT&T requires a utility easement in lieu of the R/W occupancy to maintain the facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow AT&T to place cables through the property without interfering with the business and the Applicant is solely responsible for providing this easement and all its appurtenances and associated costs.

(7) The Applicant shall be responsible for the costs of the removal of the FPL street lights, poles within, or adjacent to the Subject Property.

Recommended Motion: I MOVE TO APPROVE ORDINANCE __-2015 on 1st READING.

ORDINANCE NO.: 02-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING THAT 0.49 ACRE PORTION OF THE EAST JASMINE DRIVE RIGHT OF WAY LOCATED EAST OF FEDERAL HIGHWAY AND TERMINATING AT LAKESHORE DRIVE, DESCRIBED AS AVENUE "J", ACCORDING TO THE PLAT OF KELSEY CITY RECORDED IN PLAT BOOK 8, PAGES 15 AND 35; PROVIDING FOR THE RECORDING OF THE ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILTY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the right-of-way now known as East Jasmine Drive which was originally dedicated as Avenue J pursuant to the Plat of Kelsey City; and

WHEREAS, the Plat of Kelsey City showing this right-of-way was recorded in Plat Book 8, Pages 15 and 35, of the public records of Palm Beach County, Florida; and

WHEREAS, the legal description and sketch of the right-of-way to be abandoned is attached hereto and incorporated herein as **Exhibit "A"** (the "Property"); and

WHEREAS, the Property runs east from Federal Highway and terminates at Lakeshore Drive in the Town of Lake Park, Florida (the "Town"); and

WHEREAS, as part of the expansion of the Earl Stewart Toyota vehicle sales dealership, the owner of the properties north and south of the Property, Earl Stewart Toyota LLC and Commercial Investments LLC ("Applicant"), has submitted an application to request that the Property be abandoned so that its

properties can be aggregated and incorporated into the Earl Stewart Toyota Planned Unit Development; and

WHEREAS, the Applicant has provided the Town with "Letters of No Objection from AT&T, Florida Power & Light, Comcast Cable, Florida Public Utilities, and the Seacoast Utility Authority, indicating that the abandonment would not adversely affect utility service efficiency, or preclude the future provision of public or private utility services; and

WHEREAS, the Town Commission has determined that the proposed abandonment furthers the public health, safety and welfare of the Town's residents; and

WHEREAS, the Town Commission has determined that the application to abandon the Property meets the criteria for abandoning rights-of-way as set forth in Section 72-4 of the Town Code.

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

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

Section 2. Abandonment of right-of-way. The Town Commission hereby determines that the Applicant has demonstrated by clear and convincing evidence that the right-of-way is not required for the public's use and convenience. In making this determination the Commission specifically finds: (a) The abandonment does not deprive any business or individual of a

reasonable means of ingress and egress to that business' or individual's property;

(b) The abandonment will not adversely affect utility service efficiency, or preclude the future provision of public or private utility services;

(c) The abandonment will not reduce adjacent property values; and

(d) The abandonment will not eliminate the potential use of property which has been dedicated for a public purpose, including, but not limited to, pedestrian or vehicular access, recreation, environmental preservation, or stormwater management.

Section 3. Conditions. The proposed abandonment of the Property is subject to the following conditions:

(1) The Applicant shall pay to the Town the appraised value of the Property within 90 days of the effective date of this Ordinance. Within five business days of the Applicant's payment to the Town for the Property, the Applicant shall cause to be removed the traffic signs along East Jasmine and Lakeshore Drive, and return these signs to the Town's Department of Public Works.

(2) The Applicant shall be responsible for the cost of the reconstruction of the east and west sides of the Property adjacent to Lakeshore Drive and North Federal Highway.

(3) The drainage design for the Property shall be consistent with the future reconstruction plans for Lakeshore Drive.

(4) Prior to initiating development of the Property, the Applicant shall submit a copy of all permits from all appropriate permitting authorities to the Community Development Department.

(5) This abandonment is contingent upon the approval of a site plan and the rezoning and amendment of the land use map.

(6) The Applicant shall provide AT&T with a utility easement. AT&T requires a utility easement in lieu of the R/W occupancy to maintain the facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow AT&T to place cables through the property without interfering with the business and the Applicant is solely responsible for providing this easement and all its appurtenances and associated costs.

(7) The Applicant shall be responsible for the costs of the removal of the FPL street lights, poles within, or adjacent to the Property.

Section 4. Recording. Upon compliance with the conditions of Section 3, above, the Applicant shall record the abandonment in the public records of Palm Beach County. After the recorded Ordinance has been returned to the Applicant, the Applicant shall forward a copy of the Ordinance with the recording information on to the Community Development Department.

Section 5. Failure to pay. In the event the Applicant does not make payment within 90 days of the effective date of this Ordinance, the abandonment shall be null and void.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

Attachments: Exhibit "A"- Legal description & survey of subject property depicting its general location.

Exhibit "A"

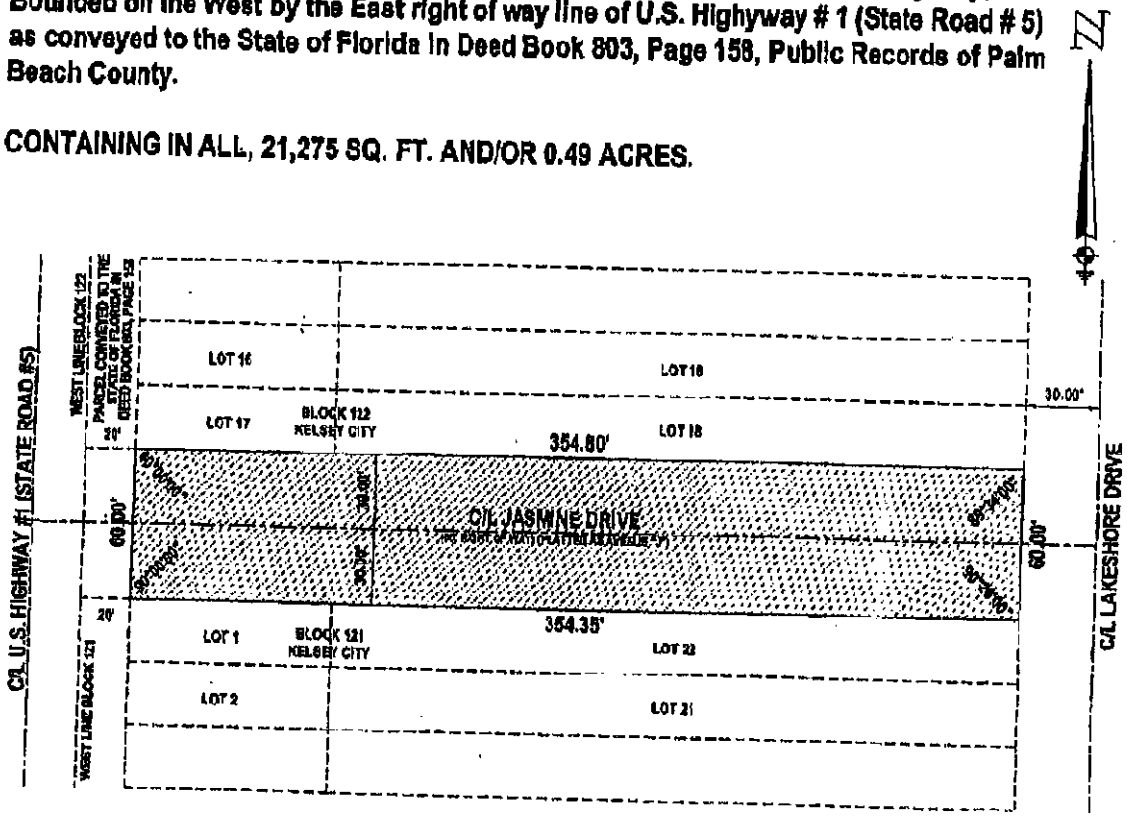
LEGAL DESCRIPTION & SKETCH

LEGAL DESCRIPTION (Proposed Jasmine Drive Abandonment)

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.



SIMMONS&WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

April 28, 2015

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

Attention: Ms. Nadia DiTommaso

Reference: Earl Stewart Toyota
Town of Lake Park, Florida

* Traffic response related to the abandonment submittal from the Town's consulting Engineer is enclosed *

Dear Ms. DiTommaso:

As requested, on April 23, 2015, Simmons & White, Inc. has completed a summary of the drainage and traffic issues that were expressed during the April 1, 2015 Town of Lake Park Commission meeting regarding the above referenced project.

I. DRAINAGE

The Earl Stewart Toyota site is located on US One and Lakeshore Drive. The existing topography generally slopes from the higher elevations along US One east to the lower elevations along Lakeshore Drive. Concerns were raised in the April 1, 2015 Commission meeting regarding the development of the Earl Stewart Toyota and the effect it will have on the drainage in the surrounding area, specifically on Lakeshore Drive. Simmons & White, Inc. performed the original drainage review for the project and found the plans and water management calculations performed by McLeod, McCarthy & Associates to be in order. The applicable drainage criteria for the site is to limit the post development stormwater discharge from the site to less than or equal to the predevelopment flow discharging from the site. It is also required to provide 1/2" dry pre-treatment in dry retention areas or exfiltration trench. Based on our review, the engineering plans and calculations meet the applicable drainage criteria for the 25-year, 3-day storm event. The engineer for the applicant also provided, at our request, the water management calculations comparing the predevelopment discharge to the post development discharge for the 5-year, 24-hour storm event as well as the 5-year, 1-hour storm event. As the following summary outlines, there is a significant decrease in post development discharge for the 5-year, 24-hour storm, and no discharge is anticipated to leave the site for the 5-year, 1-hour storm.

Simmons & White, Inc
2581 Metrocentre Boulevard Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

PHASE ONE

STORM EVENT	PREDEVELOPMENT DISCHARGE (CFS)	POST DEVELOPMENT DISCHARGE (CFS)
25-Year, 3-Day	23.70	22.25
5-Year, 24-Hour	14.99	10.20
5-Year, 1-Hour	NOT CALCULATED	0*

PHASE THREE

5-Year, 24-Hour	2.32	2.13
5-Year, 1-Hour	NOT CALCULATED	0*

* 0 CFS discharge for the 5-year, 1-hour storm (i.e., all water is held onsite and treated in exfiltration trench)

In summary, the applicant meets the applicable stormwater management criteria and the design will actually result in a net reduction of stormwater leaving the site. It should be noted that the predevelopment condition (existing condition) for Jasmine Drive results in untreated sheet flow of stormwater runoff directly to Lakeshore Drive. With the abandonment of Jasmine Drive and the incorporation of the Jasmine Drive right-of-way into the project area, the stormwater runoff from the Jasmine Drive right-of-way will be incorporated into the onsite exfiltration trench system and will undergo water quality treatment prior to discharge resulting in a net improvement in water quality.

II. TRAFFIC

Simmons & White, Inc. performed a review of the Traffic Impact Study prepared by Yvonne Ziel Traffic Consultants dated March 13, 2014, latest revision April 23, 2014. Palm Beach County Traffic Division also reviewed the Traffic Impact Statement and issued a Traffic Performance Standards approval letter dated May 24, 2014. The proposed modifications and expansion of the Earl Stewart Toyota meets all applicable Palm Beach County Traffic Performance Standards and is expected to have an insignificant impact on the adjacent County thoroughfares.

An analysis of the effects of the abandonment of Jasmine Drive between US One and Lakeshore Drive was prepared in 2004 by Pinder Troutman Consulting, Inc. The results of the 2004 study concluded that the closure of Jasmine Drive between US One and Lakeshore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive. Yvonne Ziel Traffic Consultants reviewed the previous analysis and compared the most recent traffic counts on US One and Park Avenue (2013 traffic counts) to those performed in 2004. Yvonne Ziel Traffic Consultants concluded that because the 2013 counts were substantially lower than the 2004 counts used in the Pinder Troutman analysis, that the results of the previous analysis were more conservative and the conclusions remained unchanged. Simmons & White, Inc. has reviewed the Yvonne Ziel Traffic Consultants analysis of the Jasmine Drive abandonment dated March 13, 2014 as well as the previously approved analysis prepared by Pinder Troutman Consultants dated July 9, 2004. Although the counts used in the Jasmine Drive abandonment analysis are over 10 years old, they do in fact remain conservative based on the decrease in traffic volumes on the surrounding thoroughfares over the last 10 years.

In summary, the abandonment of the Jasmine Road right-of-way is not anticipated to have any negative effects on the surrounding roadway network.

If you require any further analysis or professional opinion, please contact me directly.

Sincerely,

SIMMONS & WHITE, INC.

Robert F. Rennebaum, P.E.
President

RFR/sa x:/docs/miscltr/Rennebaum/14042.ditommaso

JONESFOSTER
JOHNSTON & STUBBS, P.A.

Memo

To: Nadia DiTommaso, Community Development Director
From: Thomas J. Baird, Town Attorney
Date: January 28, 2015
Subject: Earl Stewart Toyota Right-of-Way Abandonment Application
Cc: Bambi McKibbon-Turner, Interim Town Manager

This memorandum addresses the law pertaining to the application submitted by Earl Stewart Toyota (EST) to abandon the public right-of-way (ROW) known as East Jasmine Drive. The ROW is located between the original EST property and the property EST purchased upon which the former Journey's Inn and Colonial restaurant were located.

The decision to abandon a right-of-way is a legislative function of the Commission, and therefore abandonments are at the discretion of the Commission. Sun Oil Co. v. Gerstein, 206 So.2d 439 (Fla. 3d DCA 1968). There is case law that explains that this discretion is not unbridled. The general rule of law regarding a public ROW is that the property upon which the ROW is located is held in trust by the Commission for the benefit of the public. Accordingly, the vacation of a public ROW is only legally permitted where the Commission finds that the abandonment would further the public health, safety and general welfare. See Loeffler v. Roe, 69 So.2d 331 (Fla. 1953); *Roney Invest. Co. v. Miami Beach*, 174 So. 26 (Fla. 1937); Florida Cent. & P.R. Co. v. Ocala Street & S.R. Co., 22 So 692 (Fla. 1897). Significantly, however, in the Roney Invest. Co. case, *the court held that a city has no power to sell the streets and alleys, which it holds for the benefit of the public, to benefit a purely private interest. Roney at 29.*

The abandonment application at issue here is to benefit a purely private interest, i.e. the expansion of EST. Thus, this would presumably preclude a finding by the Commission that the application for abandonment of East Jasmine Drive *benefits the pubic, or furthers the public health safety and general welfare*. Given that the Commission is charged with holding this ROW for the benefit of the public, the Commission should evaluate whether compensation for its abandonment of the ROW could be of benefit to the public. If the Commission believes that the public should be compensated for the ROW which EST intends to use for its private commercial interests, then the fair market value of the EST property could be used as a basis for the compensation for the square footage or acreage which comprises the ROW.

Community

MAR 26 2014

Application Fee: $1,500
Escrow: $1,000
Total Due upon Submittal: **$2,500**

TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR ABANDONMENT

Applicant Name: Earl Stewart LLC and Commercial Investments, LLC (Earl Stewart Toyota)

Applicant Address: 1215 Federal Highway, Lake Park, FL 33403

(Brad Jankowski)

Phone: (561) 622-4521 Fax: (561) 656-0917 E-Mail: bjankowski@owenlaw.net

(1) Please provide a description of the Real Property, if any, owned by the Applicant, which would be affected by the abandonment request:

Applicant owns two parcels of real property to the north and south of the property sought to be abandoned by the Town of Lake Park (a portion of East Jasmine Drive). The addresses of these two parcels 1215 Federal Highway, Lake Park, 33403 (North parcel) and 1017 Federal Highway, Lake Park, 33403 (South parcel).

(2) Please provide a brief explanation for the abandonment request:

Applicant is the owner of two parcels of property that are divided solely by East Jasmine Drive (as described above), and is requesting that the Town of Lake Park abandon this portion of the Right-of-Way, amend the Land Use Map to Commercial Residential, and amend the Official Zoning Map to Planned Unit Development, in order to adjoin operations to form one contiguous car dealership with consistent land and zoning uses.

(3) Please provide a general description of the street, alleyway or easement, other non-fee interest of the Town in real estate, which is to be abandoned and its location (a legal description and a plat, survey, or engineering drawing of the area involved):

See property description and survey prepared in 2004 by the Offices of Donald D. Daniels, Inc.

Updated survey to be delivered separately

(4) Please provide a listing of the names and addresses of all property owners, business owners or occupants of real property bounding and abutting the street, alleyway or easement sought to be abandoned, located within 250' thereof. *(Three (3) sets of labels, as well as the property address list must be requested from the Palm Beach County Property Appraiser's Office, which will satisfy the Certified Mail requirement noted below).*

(5) Please provide the following additional requirements, as well as any other relevant information that may be required in order to fully present the full circumstances of the abandonment request:

I. **Justification Statement**, ***must justify the following***:

a. The abandonment does not deprive any business or individual of a reasonable means of ingress and egress to that business or individual's property;

b. The abandonment does not adversely affect utility service efficiency, or preclude the future provision of public or private utility services;

c. The abandonment does not reduce adjacent property values;

d. The abandonment does not eliminate the potential use of dedicated property for a public purpose, including, but not limited to, pedestrian or vehicular access, recreation, environmental preservation or stormwater management.

****

REQUIRED DOCUMENTATION:

Complete Application

Legal Description and Location Map

Justification Statement

Mailing labels and property address list for Certified Mail

Written statements from all public utility companies serving the Town of Lake Park, including water, sewer, electric and cable television utilities, stating whether or not the proposed abandonment would adversely affect that utility

Signed Cost Recovery Form

Authorized Agent Form, if applicable

**** PLEASE NOTE THAT ONCE AN APPLICATION IS SUBMITTED AND DEEMED COMPLETE, A TOWN APPRAISAL OF THE PROPOSED ABANDONMENT AREA WILL NEED TO BE PERFORMED AT THE EXPENSE OF THE APPLICANT. THE COSTS OF THE APPRAISAL ARE DUE IN ADVANCE AND WILL BE COMMUNICATED WITH THE APPLICANT FOLLOWING SUBMITTAL (*IF THE ESCROW FEES DO NOT SUFFICE*). IN ADDITION, THE COMMUNITY DEVELOPMENT DIRECTOR, PUBLIC WORKS DIRECTOR, TOWN ENGINEER, TOWN ATTORNEY AND OTHER STAFF ADVISORS AS APPROPRIATE, WILL REVIEW THE COMPLETED APPLICATION AND ISSUE COMMENTS. ONCE ALL COMMENTS ARE SATISFIED, A TOWN COMMISSION PUBLIC HEARING WILL BE SCHEDULED. THE APPLICANT WILL ALSO BE REQUIRED TO POST SIGNS (AT THE SITE) SETTING FORTH NOTICE OF THE PROPOSED ABANDONMENT, AND OF THE DATE OF THE HEARINGS TO BE HELD THEREON BY THE TOWN COMMISSION****

****FOLLOWING TOWN COMMISSION APPROVAL, IT WILL BE THE APPLICANT'S RESPONSIBILITY TO FILE A CERTIFIED COPY OF THE ABANDONMENT ORDINANCE IN THE OFFICIAL RECORDS OF THE CLERK OF THE CIRCUIT COURT FOR PALM BEACH COUNTY, AND TO FURNISH TWO COPIES OF THE RECORDED DOCUMENT TO THE COMMUNITY DEVELOPMENT DEPARTMENT, ONE FOR THE PROJECT RECORDS AND ONE FOR THE TOWN CLERK'S RECORDS****

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, EARL D. STEWART, have read and understand the regulations above regarding cost recovery.

Property Owner Signature

03/12/14
Date

REVISED: 10/29/2013, previous versions obsolete

Community

MAR 2 6 2014

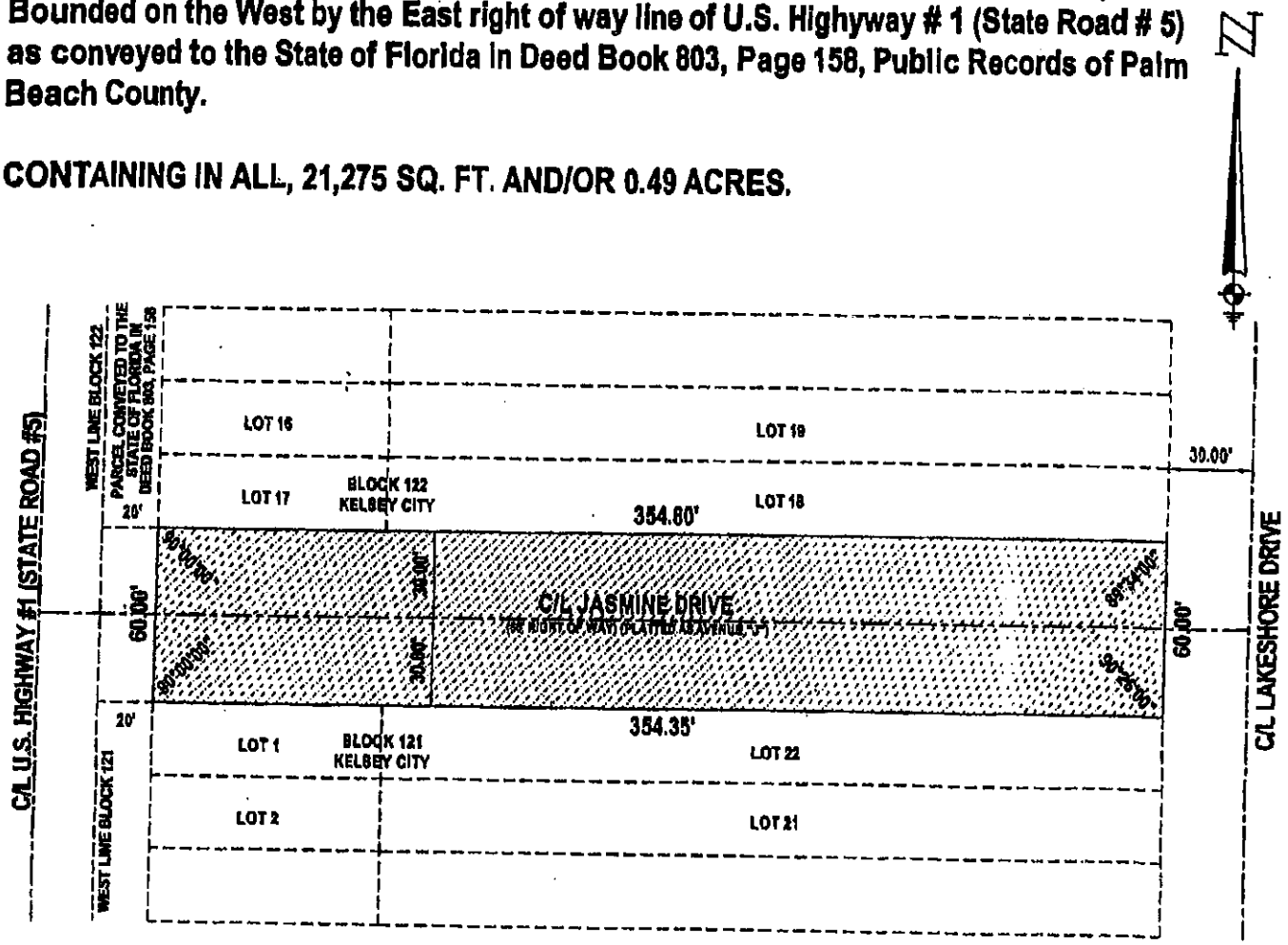
Development

LEGAL DESCRIPTION (Proposed Jasmine Drive Abandonment)

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.



THIS SKETCH IS NOT A SURVEY

SHEET 1 OF 1

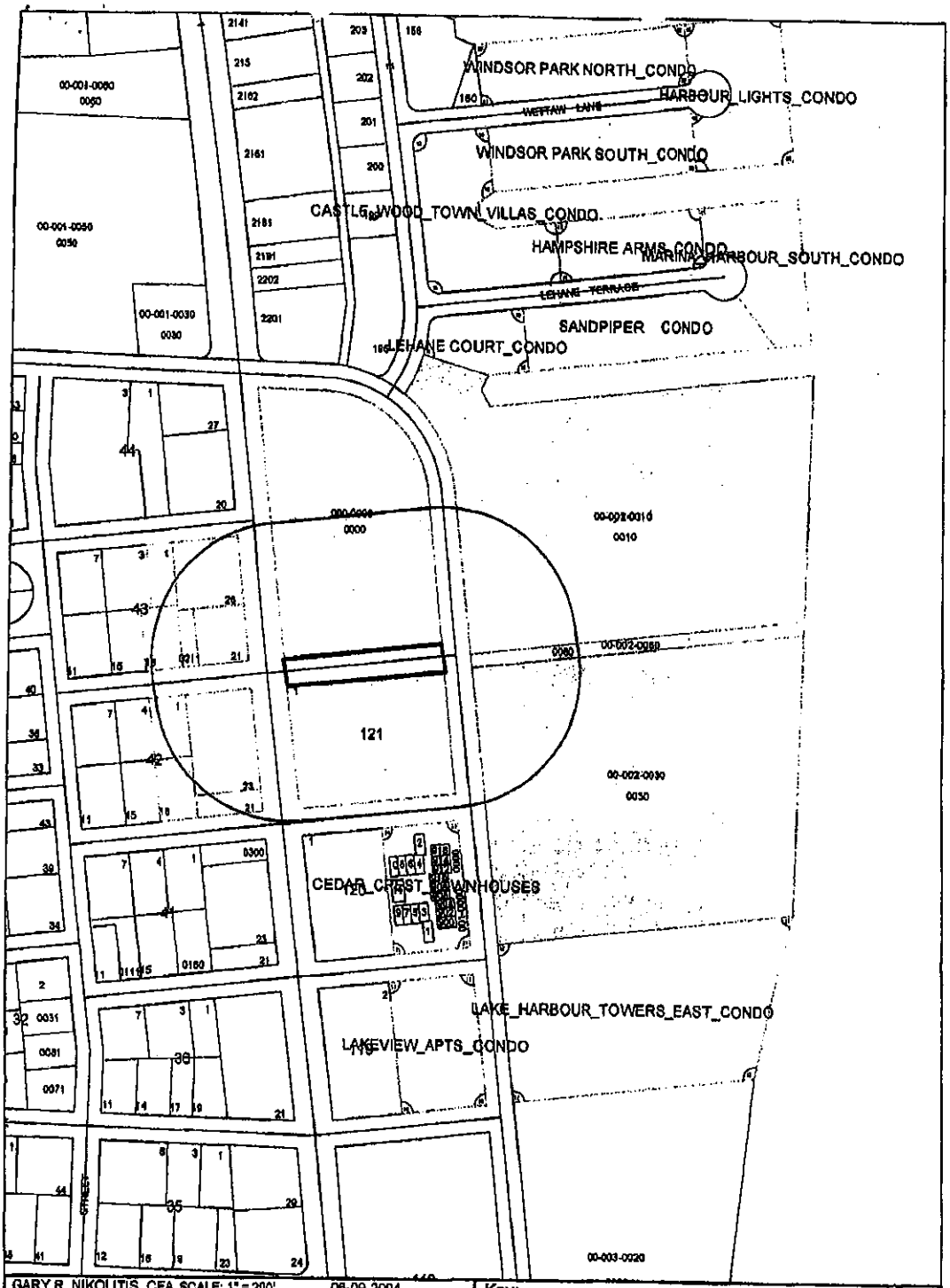
THIS INSTRUMENT WAS PREPARED BY:
IN THE OFFICES OF DONALD D. DANIELS, INC.
FLORIDA CERTIFICATE L.B. NO. 4165
725 NORTH A1A SUITE C111
JUPITER, FL 33477 PHONE (561) 747-9894

DONALD D. DANIELS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 2608

SCALE: 1"=60'

DWG. NUMBER: 95-147.6

DATE: JUNE 18, 2004


WINDSOR PARK NORTH_CONDO
HARBOUR_LIGHTS_CONDO
WETTAW LANE
WINDSOR PARK SOUTH_CONDO
CASTLEWOOD_TOWN_VILLAS_CONDO
HAMPSHIRE ARMS_CONDO
MARINA_HARBOUR_SOUTH_CONDO
LEHANE TERRACE
SANDPIPER CONDO
LEHANE COURT_CONDO
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00-003-0020
121
CEDAR_CREST_TOWNHOUSES
LAKE_HARBOUR_TOWERS_EAST_CONDO
LAKEVIEW_APTS_CONDO
GREEN
GARY R. NIKOLITIS, CFA SCALE: 1" = 200' 06-09-2004
PALM BEACH COUNTY LOCATION:
PROPERTY APPRAISER Rng 43E - Twp 42S - Sec 20
NOTES:
Key:
0 - 300
N

COPY

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

Before me, the undersigned authority, personally appeared **EARL STEWART**, who being sworn on oath, deposes and says:

That, he is the **AUTHORIZED SIGNATORY** of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, which are the owner of certain properties and Developer of the Earl Stewart Toyota Development as described in the attached legal description: *(See attached Exhibit A)*

1. That he is authorized to act on behalf of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, with regard to this application; and,

2. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, is requesting that the Town of Lake Park abandon a certain portion of E. Jasmine Drive lying between two parcels owned by Earl Stewart Toyota and as more specifically described in the attached Exhibit A; and,

3. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, has appointed **JACK B. OWEN, JR., ESQ., BRAD T. JANKOWSKI, ESQ. AND JACK B. OWEN, JR., P.A.** to act as Agent on its behalf to accomplish the above; and,

4. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, and/or its successors or assigns, commits to proceed with the proposed development in accordance with the Ordinances and Resolutions of approval and such conditions and safeguards as may be set by the Town Commission in such Ordinances and Resolutions; and,

5. That **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, or its successors or assigns, commits to complete the development according to the plans approved by such Ordinances and Resolutions, and to continue operating and maintaining such area, functions, and facilities as are not to be provided, operated or maintained by the Town of Lake Park pursuant to written agreement; and,

6. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, commits to bind any successors in title to any commitments made in the approval.

EARL STEWART, LLC

By: Earl Stewart
Its: Managing Member

COMMERCIAL INVESTMENTS, LLC

By: Earl Stewart
Its: Managing Member

Sworn to and subscribed before me this 26th day of March, 2014.

(Notary Seal)

Notary Public, State of Florida
Commission Number EE017164
My Commission Expires: 8/15/14

NOTARY PUBLIC-STATE OF FLORIDA
Brad T. Jankowski
Commission # EE017164
Expires: AUG. 15, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A

LEGAL DESCRIPTION

Lot 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, Block 122, less the West 20 feet for road right-of-way, Kelsey City, (now known as Lake Park), according to the map or plat thereof as recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida.

NOTE: Above Parcel 1 legal description is also included as being a part of STEWART TOYOTA, according to map or plat thereof as recorded in Plat Book 100, Page 148, Public Records of Palm Beach County, Florida.

AND

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, inclusive less the West 20 feet conveyed to the State of Florida in Deed Book 803, at Page 158, and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 Block 12, Kelsey City, (now known as Lake Park), according to the map or plat thereof as recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida.

EARL STEWART TOYOTA JUSTIFICATION STATEMENT
FOR ABANDONMENT OF EAST JASMINE DRIVE

Mr. Mayor and Honorable Town Commissioners, Earl Stewart Toyota submits this application to request that the Town of Lake Park abandon a portion of Jasmine Drive (the "Abandonment"), to amend the Land Use Map to Commercial Residential, and amend the Official Zoning Map to Planned Unit Development (PUD) (collectively referred to herein as the "Amendments"). This justification statement for the proposed Abandonment and Amendments will address the concerns cited by the Town of Lake Park in its application process which are as follows:

- Ingress and egress to any business or individual's property;
- Adverse impact on utility service efficiency, or the future provision of utility services;
- Potential reduction of adjacent property values; and
- Potential elimination of the use of dedicated property for a public purpose, including pedestrian or vehicular access.

In addition, it should be noted that this portion of Jasmine Drive was previously abandoned on August 4, 2004 through Resolution No. 43-07-04 subject to a number of conditions which were previously satisfied.

The public traffic along Jasmine Drive will cease, without having any significantly negative impact on the Town's traffic. In 2004, an analysis prepared by Pinder Toutman Consulting stated that the total 24 hour two-way volume on Jasmine Drive was 540 and the total 24-hour two-way volume on Ilex Drive was 225. If Jasmine Drive were closed, a worst-case scenario would assume that all of the traffic from Jasmine Drive would divert to Ilex Drive. Under this scenario, the 24-hour two-way volume on Ilex Drive would be 765. The adopted Palm Beach County daily LOS D service volume for a two (2) lane undivided roadway was 12,300 vehicles per day. The projected daily volume on Ilex Drive is substantially below the adopted LOS D threshold. The adopted two-way peak hour LOS D service volume was 1,170 vehicles per hour. Also, the projected daily volume is substantially below the peak hour service volume. Recently, Yvonne Ziel Traffic Consultants performed an update of this study and found that the Pinder Toutman analysis should be more conservative based on her observations. In fact, the 2013 daily traffic counts on US1, south of Northlake Boulevard, and on Park Avenue, west of US1, are 25% and 24%, respectively, less than the 2004 daily traffic counts. Based on these figures, the closure of Jasmine Drive between US 1 and Lake Shore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive, and it would remain a reasonable means of ingress and egress to any business or individual's property.

The requested Abandonment will not adversely affect utility service efficiency, or preclude the future provision of public or private utility services. Included in the application for abandonment are four (4) written statements from utility providers that could potentially be affected by this approval. Three (3) of the providers – Florida Public Utilities Company, Comcast, and Seacoast Utility Authority –

have reviewed this request, and have determined that the proposed modifications to the right of way will not interfere with their respective services, and are not objecting to the Abandonment. The fourth, Florida Power & Light, found that there are street lights on the south side of the road and the electric bill is being paid by the Town. The Town has agreed to allow these facilities to be removed on the condition that Earl Stewart covers the expenses associated with the removal process. Therefore, subject to the street light removal, the Abandonment of this right of way will not adversely impact the utility providers' service, or future potential services to be offered.

Our client's need for the Abandonment and Amendments is based on industry regulations. Put simply, the only way an auto dealer may expand without risk of objection from competitors is onto contiguous property. For Earl Stewart, there is nowhere else to go, and more importantly, the proposed Abandonment will result in a significant public benefit. When it occurs, the Town will receive an immediate cash payment for the fair market value of the property in the amount of Three Hundred Thousand Dollars ($300,000.00). Additionally, the Town's tax basis on the property will increase significantly, on an annual and continual basis for years to come, and the development of the property will provide jobs to 20 to 30 additional people. Residents along Lake Shore Drive and surrounding the property will realize improved aesthetics in the form of landscape buffers, and the refurbishing and installment of existing and new structures with new and top quality construction. Likewise, consolidating the two properties will allow additional open space to add said landscape buffers, and will result in Earl Stewart upgrading, updating, and improving the property to bring it into compliance with current codes and to reduce the existing non-conformities on the site. Earl Stewart is also proposing to provide additional streetscape planting, park sitting areas, and a bus shelter for the benefit of the public. Customers will experience a safer, more cohesive walking environment resulting from the formation of a contiguous property connecting the main show room and the used car show room. Whereas, currently customers are forced to be observant of traffic to cross Jasmine Drive to traverse to and from the new and used car showrooms. An additional safety benefit of consolidating the properties is that it will allow Earl Stewart to load and unload vehicles within the confines of the site rather than on Jasmine Drive. Earl Stewart Toyota has been serving the Lake Park and surrounding communities since 1975, and it has been home to one of the nation's most upscale and successful Toyota line dealerships, and by permitting this Abandonment and Amendments, it will provide an opportunity for Earl Stewart Toyota to remain in Lake Park as a known commodity with an outstanding track record as builder, developer, land and business manager and community leader.

Lastly, while the proposed Abandonment and Amendments will eliminate the potential use of dedicated property for pedestrian and vehicular access, it will allow Earl Stewart Toyota to run a first class car dealership, which provides employment to many Lake Park citizens, a significant tax base, and continue its reputation as a leader in the community. The reduced vehicular access will add minimal traffic and pedestrian burden to other streets surrounding the property, however, as the traffic report cited previously indicates, it will have a relatively minimal impact and is far outweighed by the benefits of upgraded facilities, a landscape buffer to surrounding property owners, a safer pedestrian environment, increased tax base for Lake Park and increased employment opportunities for Lake Park residents.

Thank you for your time and consideration of this application for Abandonment of the right of way at Jasmine Drive and the Amendments to the Land Use and Official Zoning Map. Earl Stewart Toyota is committed to continuing the great service and quality they have provided to the Lake Park community for the past 40 years, and the approval of these requests will only strengthen the commitment he has to improving upon that service and quality.

YVONNE ZIEL TRAFFIC CONSULTANTS

60 SE River Lights Court, Stuart, Florida 34996 Telephone (561) 624-7262

March 12, 2014

Ms. Nadia DiTomasso
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Earl Stewart Toyota - Jasmine Road Abandonment

Dear Ms. DiTomasso:

Yvonne Ziel Traffic Consultants was retained to determine if the count data from the abandonment analysis prepared by Pinder Troutman Consulting in 2004 for the abandonment of Jasmine Drive between US 1 and Lake Shore Drive (attached) should be updated.

I reviewed count data along US 1, Northlake Boulevard and Park Avenue and found the following as shown in Table 1 below:

Table 1
Traffic Count Comparison

	DAILY			AM			PM		
ROADWAY	2004	2013	CHANGE	2004	2013	CHANGE	2004	2013	CHANGE
US1 - S. OF NORTHLAKE BLV	30,316	22,811	-25%	2,286	1,458	-36%	2,669	1,845	-31%
PARK AVE - WEST OF US 1	6,335	4,817	-24%	459	351	-24%	578	422	-27%

As can be seen from Table 1, the 2004 counts were higher than those of 2013 (latest count database). The 2013 counts are at least 24% less than the 2004 counts and therefore the analysis prepared by Pinder Toutman Consulting should be more conservative. I have attached the Palm Beach County count data.

Please contact me with any questions.

Sincerely,

YVONNE ZIEL TRAFFIC CONSULTANTS

YVONNE ZIEL LICENSE No. 42132 PROFESSIONAL ENGINEER STATE OF FLORIDA 3/12/14

Yvonne Ziel, P.E.
Enclosure

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2004
ANALYSIS YEAR: 2010
GROWTH RATE: -0.83%

STATION: 2800
FROM: Park Ave
TO: MIDPOINT
COUNT DATE: 3/8/2004
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2286	1118	1168	2669	1315	1361
Peak Volume	2286	1118	1168	2669	1315	1361
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2286	1118	1168	2669	1315	1361

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2013
ANALYSIS YEAR: 2015
GROWTH RATE: -3.60%
STATION: 2800
FROM: Park Ave
TO: MIDPOINT
COUNT DATE: 4/3/2013
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1458	631	827	1845	993	855
Peak Volume	1458	631	827	1845	993	855
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1458	631	827	1845	993	855

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2004
ANALYSIS YEAR: 2010
GROWTH RATE: 5.27%

STATION: 2833
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 3/17/2004
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	459	232	227	578	312	270
Peak Volume	459	232	227	578	312	270
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	459	232	227	578	312	270

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2013
ANALYSIS YEAR: 2018
GROWTH RATE: -4.94%

STATION: 2833
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 1/14/2013
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	351	144	207	422	175	247
Peak Volume	351	144	207	422	175	247
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	351	144	207	422	175	247

Palm Beach County 2004 Count Data

STATION	STATION	STREETNAME	LOCATION		PEAK 2,004	GROWTH RATE	AM SB/WB	AM NB/EB	AM 2WAY	PM SB/WB	PM NB/EB	PM 2WAY
2833	2833	PARK AV	100' E of 10th St	2	6,335	5.3%	227	232	459	270	312	578
2832	2832	US-1	500' N of Northlake Blvd	6								
2800	2800	US-1	N City Limit Lake Park	4	30,316	-0.8%	1168	1118	2,286	1361	1315	2,869
1802	1802	US-1	100' N of Jupiter Inlet Bridge	4	24,905	-0.6%	1042	922	1,864	920	1259	2,041

Palm Beach County 2013 Count Data

Roadway	From	To	2013	DATE	GR	AM2	AM_NE	AM_SW	PM_2	PM_NE	PM_SW
PARK AVE	Federal Hwy	10TH St	4817	14-Jan-13	-0.04942	351	144	207	422	175	247
US-1	Park Ave	Northlake Blvd	22811	03-Apr-13	-0.03602	1458	631	827	1845	993	855
US-1	Northlake Blvd	Lighthouse Dr	25413	14-Jan-13		1784	931	864	2313	1126	1187

PINDER TROUTMAN CONSULTING, INC.

Transportation Planners and Engineers

2324 South Congress Avenue, Suite 1H
West Palm Beach, FL 33406
(561) 434-1644 Fax 434-1663
www.pindertroutman.com

July 9, 2004

Mr. Jamie Gentile
Calvin, Giordano & Associates, Inc.
560 Village Boulevard, Suite 340
West Palm Beach, FL 33409

Re: Jasmine Drive Closure – #PTC04-179

Dear Mr. Gentile:

The purpose of this letter is to provide a traffic analysis of the potential impacts of the closure of Jasmine Drive between US 1 and Lake Shore Drive in the Town of Lake Park.

Twenty-four hour automatic machine counts were conducted on both Jasmine Drive and Ilex Drive east of US 1. These counts were completed on Wednesday July 7, 2004. Traffic counts are provided in Appendix A.

The total 24 hour two-way volume on Jasmine Drive was 540 and the total 24-hour two-way volume on Ilex Drive was 225. If Jasmine Drive were closed, a worst-case scenario would assume that all the traffic from Jasmine Drive would divert to Ilex Drive. Under this scenario, the 24-hour two-way volume on Ilex Drive would be 765. The adopted Palm Beach County daily LOS D service volume for a two (2) lane undivided roadway is 12,300 vehicles per day. The projected daily volume on Ilex Drive is substantially below the adopted LOS D threshold. The adopted two-way peak hour LOS D service volume is 1,170 vehicles per hour. Also, the projected daily volume is substantially below the peak hour service volume.

In conclusion, the closure of Jasmine Drive between US 1 and Lake Shore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive.

Please contact this office if you have any questions regarding the contents of this letter.

Very truly yours,

Kahart M. Pinder, AICP
Principal

KMP/ldr

Attachments

cc: George Gentile

COPY

Traffic Survey Specialists, Inc. 624 Garoenia Terrace
Delray Beach, Florida 33444 Phone (561) 272-3255
Volume Report with 24 Hour Totals

ata File : D0707001.PRN
tation : 000000070602
dentification : 000110252093 Interval : 15 minutes
tart date : Jul 7, 04 Start time : 00:00
top date : Jul 7, 04 Stop time : 24:00
ity/Town : Lake Park, FL County : Palm Beach
ocation : E Jasmine Drive East of US1

ul 7 Eastbound Volume for Lane 1

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	1	2	3	2	2	2
30	1	3	1	0	1	0	1	4	5	6	7	2
45	1	1	0	0	0	0	3	2	6	2	4	4
00	0	0	1	0	0	0	2	4	1	5	3	1
r Total	3	4	2	0	1	0	7	12	15	15	16	9

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	4	7	5	1	7	2	2	4	3	1	0	0
30	5	7	6	3	4	7	1	3	4	2	0	0
45	5	6	4	3	6	2	2	2	3	6	1	1
00	2	9	6	3	3	5	4	6	4	2	2	0
r Total	16	29	21	10	20	16	9	15	14	14	3	1

4 Hour Total : 252
M peak hour begins : 07:45 AM peak volume : 18 Peak hour factor : 0.75
M peak hour begins : 13:00 PM peak volume : 29 Peak hour factor : 0.81

ul 7 Westbound Volume for Lane 2

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	0	0	0	1	0	0	3	0	2	7	6	9
30	2	2	1	0	3	0	0	5	6	5	7	6
45	1	0	0	0	1	1	0	7	3	5	9	8
00	0	1	1	1	0	0	0	4	2	5	5	2
r Total	3	3	2	2	4	1	3	16	13	22	27	25

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	7	5	4	2	4	8	6	4	3	1	1	2
30	6	7	4	3	6	2	0	1	8	1	1	2
45	5	2	5	4	4	5	3	5	2	4	0	0
00	3	3	9	5	3	3	6	3	4	1	0	0
r Total	21	17	22	14	17	18	15	13	17	7	2	4

4 Hour Total : 288
M peak hour begins : 10:15 AM peak volume : 30 Peak hour factor : 0.83
M peak hour begins : 14:00 PM peak volume : 22 Peak hour factor : 0.61

ata File : D0707001.PRN
tation : 000000070602
dentification : 000110252093 Interval : 15 minutes
tart date : Jul 7, 04 Start time : 00:00
top date : Jul 7, 04 Stop time : 24:00
ity/Town : Lake Park, FL County : Palm Beach
ocation : E Jasmine Drive East of US1

ul 7 Total Volume for All Lanes

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	1	0	0	4	2	5	9	8	11
30	3	5	2	0	4	0	1	9	11	11	14	8
45	2	1	0	0	1	1	3	9	9	7	13	12
00	0	1	2	1	0	0	2	8	3	10	8	3
r Total	6	7	4	2	5	1	10	28	28	37	43	34

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	11	12	9	3	11	10	8	8	6	5	1	2
30	11	14	10	6	10	9	1	4	12	3	1	2
45	10	8	9	7	10	7	5	7	5	10	1	1
00	5	12	15	8	6	8	10	9	8	3	2	0
r Total	37	46	43	24	37	34	24	28	31	21	5	5

4 Hour Total : 540
M peak hour begins : 10:15 AM peak volume : 46 Peak hour factor : 0.82
M peak hour begins : 13:00 PM peak volume : 46 Peak hour factor : 0.82

Traffic Survey Specialists, Inc. 624 Gardenia Terrace
Delray Beach, Florida 33444 Phone (561) 272-3255
Volume Report with 24 Hour Totals

****

ata File : D0707002.PRN
tation : 000000070601
dentification : 000058410082
tart date : Jul 7, 04
top date : Jul 7, 04
ity/Town : Lake Park, FL
ocation : E Ilex Drive East of US1

Interval : 15 minutes
Start time : 00:00
Stop time : 24:00
County : Palm Beach

****

ul 7 Eastbound Volume for Lane 1

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	0	0	0	0	0	0	1	1	0	1	2	0
30	2	1	0	0	0	1	0	0	1	1	1	3
45	0	0	0	0	0	0	1	1	0	2	2	1
00	1	0	0	0	0	0	1	0	0	2	2	2
r Total	3	1	0	0	0	1	3	2	1	6	7	6

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	2	2	1	2	1	2	4	3	4	1	4	0
30	4	0	1	3	5	1	2	0	0	1	1	0
45	0	1	1	7	2	2	4	2	3	1	0	0
00	3	4	7	2	4	1	0	2	3	2	0	0
c Total	9	7	10	14	12	6	10	7	10	5	5	0

Hour Total : 125
M peak hour begins : 11:30 AM peak volume : 9 Peak hour factor : 0.56
M peak hour begins : 14:45 PM peak volume : 19 Peak hour factor : 0.68

****

ul 7 Westbound Volume for Lane 2

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	1	1	1	1	1	2
30	1	0	0	0	0	0	2	1	1	2	1	1
45	1	0	0	0	0	0	1	0	2	1	3	1
00	1	1	0	0	1	1	1	2	1	1	2	2
c Total	4	1	0	0	1	1	5	4	5	5	7	6

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	2	0	1	2	1	3	0	2	1	1	0	2
30	1	1	0	0	2	1	0	0	2	1	2	0
45	1	1	3	0	2	2	2	2	2	0	0	2
00	3	0	6	0	1	4	1	0	0	0	3	1
Total	7	2	10	2	6	10	3	4	5	2	5	5

Hour Total : 100
M peak hour begins : 10:15 AM peak volume : 8 Peak hour factor : 0.67
M peak hour begins : 14:15 PM peak volume : 11 Peak hour factor : 0.46

****

ata File : D0707002.PRN
tation : 000000070601
dentification : 000058410082
tart date : Jul 7, 04
top date : Jul 7, 04
ity/Town : Lake Park, FL
ocation : E Ilex Drive East of US1

Interval : 15 minutes
Start time : 00:00
Stop time : 24:00
County : Palm Beach

ul 7 Total Volume for All Lanes

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	2	2	1	2	3	2
30	3	1	0	0	0	1	2	1	2	3	2	4
45	1	0	0	0	0	0	2	1	2	3	5	2
00	2	1	0	0	1	1	2	2	1	3	4	4
r Total	7	2	0	0	1	2	8	6	6	11	14	12

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	4	2	2	4	2	5	4	5	5	2	4	2
30	5	1	1	3	7	2	2	0	2	2	3	0
45	1	2	4	7	4	4	6	4	5	1	0	2
00	6	4	13	2	5	5	1	2	3	2	3	1
r Total	16	9	20	16	18	16	13	11	15	7	10	5

4 Hour Total : 225
M peak hour begins : 10:30 AM peak volume : 15 Peak hour factor : 0.75
M peak hour begins : 14:45 PM peak volume : 27 Peak hour factor : 0.52

Comcast

March 19, 2014

RE: PETITION TO ABANDON/VACATE SECTION OF RIGHT OF WAY OF EAST JASMINE DRIVE LAKE PARK

Dear Mr Jankowski,

Comcast has no conflict with the location of the above mentioned. If the scope of work or project limits should change on this project please let me know.

Please call 1-800-432-4770, 811 or www.callsunshine.com before you dig.

If you have any further questions, please feel free to contact us during normal business hours at 561-882-4310.

Sincerely,

Mark A. Milford
Comcast

FEC Regional Construction
561-882-4310
Mark_Milford@cable.comcast.com

at&t

AT&T Florida
2021 South Military Trail
West Palm Beach, Florida 33415
robert.lowen@att.com

T:561.357.6615
C:561.329.5451
F:561.964.3499

March 18, 2015

Mr. Brad T. Jankowski
Owen Law
4500 PGA Blvd. Suite 200
Palm Beach Gardens, Fl. 33418

Re: ATT Florida's Response for R/W Abandonment of East Jasmine Drive East of US-1 in the Vicinity of Earl Stewart Toyota

Mr. Jankowski:

A records investigation indicates that ATT Florida has a buried cable along the north side of the E. Jasmine Drive R/W. It feeds the aerial cable along the east side of US-1.

ATT will require a utility easement in lieu of the R/W occupancy to maintain the existing facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow ATT to place cables for future communication needs through the property without interfering with the business. Contingent upon these items, the abandonment will not adversely affect AT&T.

Please contact Mr. Otis Keeve , (954)723-2540 to coordinate the above-referenced request, and please accept this as ATT Florida's response to your request for a written statement regarding this matter.

Sincerely,

Robert C. Lowen

Robert C. Lowen
Manager-Operations, ATT Florida

Attachment: aerial photo as provided to ATT

Cc: Otis Keeve

FLORIDA PUBLIC UTILITIES
energy for life

Community
MAR 26 2014
Development

002_ NO OBJECTION
March 18, 2014

RE: PETITION TO ABANDON/VACATE SECTION OF RIGHT OF WAY OF EAST JASMINE DRIVE LAKE PARK

Mr. Jankowski:

We have reviewed your request and have determined that the proposed modifications to the right of way will not interfere with any provisions of our services; therefore we have no objection to the abandonment of the easement described above.

If you have any additional questions or concerns please feel free to call me at 561-838-1817.

Sincerely,

IVAN GIBBS
ENG TECH

March 17, 2015

Ms. Nadia DiTommaso
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
NDiTommaso@lakeparkflorida.gov

Re: Petition to Abandon/Vacate Section of Right of Way of East Jasmine Drive, Lake Park

Dear Ms. DiTommaso:

Please be advised that Florida Power & Light ("FP&L") has no objection with the removal of the facilities at the location described in your letter dated March 16, 2015, and under the terms and conditions set forth in same. The removal of the facilities will not adversely affect FP&L. A formal letter that will need to be signed by the Engineer Lead or Area manager will be provided to abandon the right of way once payment has been made. An invoice for the full amount and the agreement to be signed by the Town of Lake Park will be provided within two weeks. Please call me with any questions or concerns.

Sincerely,

Greg Santander
Technical Specialist II
561-616-1610

Community
Development
Department

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

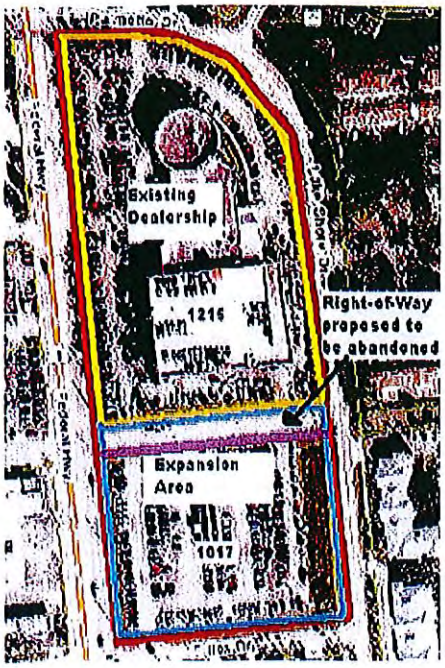
www.lakeparkflorida.gov

March 16, 2015

Mr. Greg Santander
Florida Power & Light

Re: Written Statement for Earl Stewart Toyota Abandonment Application

Dear Mr. Santander,



Per FPL's request, the purpose of this letter is to formally request that Florida, Power & Light remove the street lights, poles, and cables located in the right-of-way located on a 0.49-acre portion of East Jasmine Drive located between two lots owned by Earl Stewart Toyota as shown on the drawing.

On March 26, 2014, Earl Stewart Toyota ("Earl Stewart") submitted an application to request that the Town of Lake Park (the "Town") abandon a portion of East Jasmine Drive (the "Right-of-Way") located in between two lots owned by Earl Stewart. The application requires the various public utility companies serving the Town to issue written statements stating whether the proposed abandonment would adversely affect that utility. Florida Power & Light ("FPL") is one of the public utility companies the Town requires to provide this written statement. As part of the application's due diligence process, Earl Stewart learned FPL is responsible for the management and maintenance of street lights, poles, and cables located in the Right-of-Way, which will need to be removed pursuant to a written request from the Town.

Therefore, please consider this letter as the Town's formal request to remove the street lights, poles, and cables as part of abandoning this certain Right-of-Way, contingent upon the Right-of-Way and site plan approval by the Town Commission. The Town understands there will be a charge for the removal of these facilities, and arrangements have already been made with Earl Stewart for payment of the removal. **Earl Stewart Toyota will be responsible for ALL costs associated with the removal and restoration of the site. This removal is contingent upon the approval of the abandonment of the right-of-way and the site plan application for the expansion of the dealership.** Please acknowledge your acceptance of this request with a written statement stating that following the removal of the facilities mentioned herein, the abandonment will not adversely affect FP&L.

Thank you for your time and consideration of this request.

Sincerely,

Nadia DiTommaso
Community Development Director
Town of Lake Park

Seacoast Utility Authority

EXECUTIVE OFFICE

Mailing Address:
P.O. Box 109602
Palm Beach Gardens,
Florida 33410-9602

March 19, 2014

Mr. Brad T Jankowski
4500 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33418

Re: Letter of No Objection

Dear Mr. Jankowski:

This letter will confirm that Seacoast Utility Authority has no objection to the proposed abandonment of that portion of Jasmine Drive right-of-way lying between Federal Highway and Lakeshore Drive in the Town of Lake Park, Florida as set forth in your petition and dated March 18, 2014.

Should you have any questions, please feel free to contact me at (561) 627-2900 extension 314.

Sincerely,

SEACOAST UTILITY AUTHORITY

Rim Bishop
Executive Director

cc: B. Gregg

Appraiser Email Correspondence

From: Nadia DiTommaso
Sent: Monday, April 27, 2015 4:20 PM
To: 'Teddy Brown'
Subject: RE: East Jasmine Drive Appraisal

Thank you, much appreciated.

Nadia

From: Teddy Brown [mailto:ftedbrown3@gmail.com]
Sent: Monday, April 27, 2015 3:19 PM
To: Nadia DiTommaso
Subject: Re: East Jasmine Drive Appraisal

As of that date, I will check to see if better sales closed after the inspection date and see if they would affect the value.

On Thu, Apr 23, 2015 at 5:46 PM, Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov> wrote:

Thanks. Therefore, the value in the appraisal is really the highest possible value per your analysis, correct?

Nadia

From: Teddy Brown [mailto:ftedbrown3@gmail.com]
Sent: Thursday, April 23, 2015 2:06 PM

To: Nadia DiTommaso
Subject: Re: East Jasmine Drive Appraisal

Correct, taking into account of the costs, time and contingencies of the abandonment process.

On Thu, Apr 23, 2015 at 8:02 AM, Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov> wrote:

> Thank you kindly. I look forward to hearing back on the possible comps. Regarding the "as-is" value, this means it's an all-inclusive value, correct?

------ Original message------

From: Teddy Brown

Date: Wed, Apr 22, 2015 1:00 PM

To: Nadia DiTommaso;

Subject:Re: East Jasmine Drive Appraisal

I will be glad to attend, I charge $150. per hour for consulting, I will see if any sales have closed that may increase the market value. Please remember that value is "as is" and the costs of demolition and relocation of utilities is considered in the final value estimate.

On Tue, Apr 21, 2015 at 3:51 PM, Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov<mailto:NDiTommaso@lakeparkflorida.gov>> wrote:
Good afternoon Ted-

Just following up on the conversation we had the other week following our Town Commission meeting when your appraisal was discussed. As you know, there were concerns with the appraisal amount being too low and the comparables used. Based on our discussion, I do understand that the comparables used are those that are available when the appraisal is done and that there would not be another appraisal method that would serve to increase the appraised value which you believe to be an accurate appraisal value. It would be important for you to attend the Town Commission meeting of May 20 because the Town Commission asked that the appraiser be in attendance to answer questions related to the appraisal. Your presence is extremely important and I hope you, or someone from your firm can attend. I will certainly compensate you for your time, simply let me know what the charge for this will be. The meeting starts at 6:30pm and the item will be presented as quickly as the Town Commission can get to it on the agenda.

I look forward to hearing back. Thank you!
Nadia

Nadia Di Tommaso, LEED Green Associate
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3319<tel:%28561%29%20881-3319>
Fax: (561) 881-3323<tel:%28561%29%20881-3323>

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 entry, instead contact this office by phone or in writing. Section 668.6076, F.S.

--
F TED (TEDDY) BROWN, III
561-371-2196 DL 561-222-2823
e-fax 561-839-1421
BROKER ASSOCIATE
RE/MAX ISLAND PROPERTIES
FL CERT. GENERAL RE APPRAISER
RZ 1992

--

F TED (TEDDY) BROWN, III

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BROKER ASSOCIATE

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FL CERT. GENERAL RE APPRAISER
RZ 1992

Appraiser Realty Institute

Community

FEB 25 2015

Development

February 20, 2015

Town of Lake Park
Community Development Department
Via Email:nditommaso@lakepark.gov

Attn: Nadia Di Tommaso
Community Development Director

Dear Director Di Tommaso:

In accordance with your request I have updated the appraisal for the Road Right-away of East Jasmine, in Lake Park, Florida. I have utilized the Sales Comparison Approach to value in this Restricted report.

This is a Restricted report because of the format and reporting method chosen and agreed upon. This report is not so restricted as to lead to an impression that the Appraiser has not followed the Uniform Appraisal Practices as set forth by the Appraisal Institute. The report is an update to a previous assignment request by the Town of Lake Park and in the Town's possession.

The Appraiser does not have any present or contemplated interest in the Subject Property and will not receive any benefits or detriments as contingencies on the valuation found. The conclusion is based on five sales. Two were improved sales in the Town of Lake Park in which the land value is extracted from the overall sale price base on the percentage that the Palm Beach County Property Appraiser accesses the to the land, then multiplied by the sale price, and divided the extracted land value by the site's square footage. This give a price per square foot for the particular sales. The other three sales are vacant land, of similar size, in Riviera Beach on Broadway, West Palm Beach on South Dixie Highway and in Lake Worth on North Dixie Highway.

All sales occurred between April and December, 2014. No time adjustment is considered because, although residential real estate sales have increased in numbers and values, the commercial real estate market tends to lag behind home sales, and the stock market is doing well in case of the need for cash. The current world wide economy may be slowing, contracting, and the desire for liquid assets, as opposed to real estate, seems to be prevailing.

This assignment is somewhat unique in that the Subject Property, East Jasmine Drive, is a paved street connecting Federal Highway to Lakeshore Drive between located between the anticipated Buyers' retail car sales Businesses. The setbacks, easements, power lines, sewer and water lines could render a substantial portion of this property unbuildable and this property will have the most benefit to the Buyer for an increased density of automobile sales.

This fact may increase the value in use for the potential Buyer.

The Sales indicate a wide range of values with the vacant land sales in West Palm Beach and Lake Worth at approximately $17 to $18 per square foot. The Riviera Beach vacant land sale and extracted estimates of land values from the Lake Park improved sales range from $3 to $7 per square foot.

The weighted averages of all the sales indicate a Market Value is approximately the same as the previous report requested and supplied to the Town.

It is the opinion of the appraiser that the Fair Market Value of the Subject Property as of December 31, 2014 is:

THREE HUNDRED THOUSAND DOLLARS

(300,000)

F. Ted Brown, III
Florida State Certified General Appraiser
RZ 1992

Appraiser Realty Institute
3688 Cypress Street
Palm Beach Gardens, Florida 33410

Phone: 561-842-4600
Fax: 561-839-1421

Community

MAY - 9 2014

Development

May 8, 2014

Nadia Di Tommaso
C/O Town of Lake Park
535 Park Avenue
Lake Park, Fl 33403

Dear: Nadia Di Tommaso

In accordance with your request, I have prepared a Restricted Use Appraisal Report for the road right-a-way abandonment of East Jasmine Drive, Lake Park, Florida. The Sales Comparison Approach was the only valuation approach considered in preparing this report.

This is a restricted use appraisal report and is intended to comply with the reporting requirements set forth under standards rule 2 – 2C of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it does not present discussions of data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser work file.

The appraiser does not have any present or contemplated interest in the subject property. The appraiser will not receive any benefits or detriments as contingencies on the valuation found.

It is the opinion the value of the subject property as of May 7, 2014, is as follows:

THREE HUNDRED THOUSAND DOLLARS

($300,000)

Sincerely,

F. Ted Brown, III
State Certified General
Real Estate Appraiser
RZ 1992

3688 CYPRESS ST., Palm Beach Gardens, Florida 33410
561.842.4600 Fax: 561.839.1421 www.appraiserrealtyinstitute.com
Affiliated with Ted Brown Real Estate, Inc. – www.tbre.com

INVOICE

FROM:
F Ted Brown, III
Appraiser Realty Institute
3688 Cypress St

Palm Beach Gardens, FL 33410-5674
Telephone Number: (561) 842-4600 Fax Number: (561) 839-1421

TO:
Town Of Lake Park
C/O Nadia Di Tommaso
535 Park Avenue
Lake Park
Florida 33403
E-Mail: nditommaso@lakeparkflorida.gov
Telephone Number: 561-881-3319 Fax Number: 561-882-3323
Alternate Number:

MAY 22 2014

INVOICE NUMBER
L1-2014
DATES
Invoice Date:
Due Date: 5/22/2014
REFERENCE
Internal Order #:
Lender Case #:
Client File #:
FHA/VA Case #:
Main File # on form:
Other File # on form:
Federal Tax ID:
Employer ID:

DESCRIPTION

Lender: C/O Town Of Lake Park Client: Town Of Lake Park
Purchaser/Borrower:
Property Address: East Jasmine Drive
City: Lake Park
County: Palm Beach State: Fl Zip: 33403
Legal Description: East Jasmine Road-Right-of-Way

FEES	AMOUNT
	1,200.00
SUBTOTAL	1,200.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 1,200.00

APPRAISAL OF REAL PROPERTY

Borrower				File No.	
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code	33403
Lender/Client	C/O Town Of Lake Park				

LOCATED AT
East Jasmine Drive
Lake Park, FI 33403
East Jasmine Road-Right-of-Way

FOR
C/O Town Of Lake Park
535 Park Avenue, Lake Park, Florida 33403

OPINION OF VALUE
300,000

AS OF
May 7, 2014

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Appraiser Realty Institute (561) 842-4600

DESKTOP RESTRICTED USE APPRAISAL REPORT

File #
Loan #

FOR INTERNAL RISK ANALYSIS
VALUE ESTIMATED FROM PUBLIC RECORD DATA ONLY, NO PROPERTY INSPECTION PERFORMED UNLESS OTHERWISE STATED.

Intended Purpose: ☐ Portfolio Evaluation ☐ QC/Audit ☐ Junior Lien ☐ REO/Foreclosure ☒ Other: Sale
Data Source(s) Used: ☐ Lender ☒ Public Records ☐ Owner ☒ Appraiser Files ☒ MLS ☒ Plans & Specs. ☐ Other:
Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

CLIENT AND SUBJECT PROPERTY IDENTIFICATION

Lender/Client Name: C/O Town Of Lake Park
Lender/Client Contact: Nadia Di Tommaso
Lender/Client Address: 535 Park Avenue, Lake Park, Florida 33403
Borrower/Applicant:
Current Owner: Town Of Lake Park
Subject Property Address: East Jasmine Drive City: Lake Park State: Fl ZIP: 33403
Census Tract: 0011.01 Map Ref. 48424 County: Palm Beach
Legal Description: East Jasmine Road-Right-of-Way
Property Type: ☐ Tract SFR ☐ Custom ☐ Condo ☐ Coop ☐ Townhouse ☐ Multifamily ☒ Other: Paved Road

MARKET AREA AND COMPARABLES

Market Value Trend: ☐ Increasing ☒ Stable ☐ Declining
Market Area Name: Lake Park
Typical Market Price Range: $ 10. PSF to $ 18. PSF Predominant: $ 15. Median PSF
Typical Market Age Range: N/A yrs. to N/A yrs. Predominant: N/A yrs.

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	East Jasmine Drive Lake Park, Fl 33403	952 Northlake Blvd. Lake Park, Fl 33403	900 Federal Highway Lake Park, Fl 33403	Block 139 Lot 1 LP ADD 3 Lake Park, Fl 33403
Proximity to Subject		1.23 miles W	0.11 miles S	0.69 miles NW
Sales Price	$	$ 268,520	$ 61,750	$ 606,800
Price/Gross Living Area	$ /Sq. Ft.	$ 15.11 /Sq. Ft.	$ 14.79 /Sq. Ft.	$ 17.89 /Sq. Ft.
Date of Sale		9/2013	9/2012	8/2013
Location	Good	Good	Good	Good
Site Size	22,048. SF	17,773 SF	7,248 SF	33,916 SF
Site View	Average	Average	Average	Average
Design (Style)	Vacant	Retail Restaurants	Office	Vacant
Age (yrs.)	Unknown	N/A	N/A	N/A
Condition	Average	Average	Poor	Fair
Above Grade Room Count	Total Rooms: None / Bedrooms: None / Bath(s): None	Total Rooms: 3 / Bedrooms: N/A / Bath(s): 2	Total Rooms: Unknown / Bedrooms: Unknown / Bath(s): Unknown	Total Rooms: None / Bedrooms: None / Bath(s): None
Gross Living Area	None Sq. Ft.	17,773 Sq. Ft.	4,174 Sq. Ft.	33,916 Sq. Ft.
Basement	N/A	N/A	N/A	N/A
Heating/Cooling	N/A	Central	Unknown	N/A
Garage/Carport	N/A	None	None	N/A
Porch, Patio, Deck, etc.	N/A	None	No Added Value	N/A
Amenities/Upgrades	Asphl Pavement/ Sidewalks	Drive Thru	Improved	None
Overall Comparison to Subject Property		☒ Superior ☐ Similar ☐ Inferior	☒ Superior ☐ Similar ☐ Inferior	☐ Superior ☒ Similar ☐ Inferior

EVALUATION SUMMARY

Comments: The Comparables consist of two car lot sales properties, an improved commercial building across the street from the Subject Property, and a Fast Food retail building. The Land value is extracted from the sale prices by computing the land ratio to total value according to Palm Beach County Property Appraisers assessed values, multiplying that ratio by the comparable sale price for the estimated land value. This estimate is divided by the sites square footage for a price per square foot. The per square foot land values are evaluated, compared to the Subject and applied to the Subject Property's square footage. The approximate final values are reconciliated for an estimate of value of the Subject Property.

Opinion of Value: $ 300,000 as of May 7, 2014

CERTIFICATION AND LIMITING CONDITIONS

RESTRICTED USE APPRAISAL REPORT: The Restricted Use Appraisal Report option limits the use of this report to the named client. The appraiser's opinions and conclusions set forth in the report cannot be understood properly without additional information in the appraiser's work file.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report based upon a qualitative sales comparison analysis for use in the mortgage finance transaction.

INTENDED USE: This appraisal is intended for use only by the client and/or its subsidiaries. The function of this appraisal is to help the client analyze the risk associated with making a loan on the subject property.

INTENDED USER(S): The intended user(s) of this appraisal report is the Lender/Client named herein, or it's successors and assigns.

HIGHEST AND BEST USE: The Highest and Best Use of the subject property is assumed to be its present use; that is, one-four (1-4) family residential use.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

DESKTOP RESTRICTED USE APPRAISAL REPORT

File #
Loan #

SCOPE OF WORK: The scope of this appraisal consists of identifying the characteristics of the subject property that are relevant to the purpose and intended use of the appraisal. This may be accomplished by reviewing public record data, prior appraisal or other documentation from a disinterested source and which is considered reliable from the appraiser's perspective. Unless otherwise noted in the appraisal, no interior or exterior inspection of the subject property has been made.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison approach. The appraiser has excluded the Cost and Income approaches as not being relevant, given the agreed upon Scope of Work. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible, and the client agrees that the limited service is appropriate given the intended use. The data sources for the comparable sales may include public record data services, multiple listing services, automated valuation models and/or other data sources that become available. The confirmation of comparable sale data, i.e. closed sale documentation and property characteristics, is via public data sources only. The appraiser has not viewed the sales in the field. The data is collected, verified and analyzed, in accordance with the scope of work identified and the intended use of the appraisal. The appraiser acknowledges that an estimate of a reasonable time for the exposure in the open market is a condition in the definition of market value. The subject's marketing time is assumed to be typical for the subject's market area unless otherwise stated.

In the absence of an inspection, the appraiser has made some basic assumptions, including the following:
1. The subject property is assumed to be in average overall condition and generally conforms to the neighborhood in terms of style, condition and construction materials.
2. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.
3. There are no significant discrepancies between the public record information or other data sources and the existing site or improvements.

ANALYSIS OF ANY CURRENT AGREEMENT OF SALE, PRIOR SALE WITHIN THREE YEARS AND RECONCILIATION: Unless otherwise noted, the appraiser has no knowledge of any current agreement of sale nor any current or past listing agreement. Prior sales of the subject property within three years of the effective date of this appraisal have been researched and reported, if available from public record sources. The appraiser has reconciled the quality and quantity of data available into an Opinion of Market Value, in accordance with the intended use and scope of work.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:
1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. Except as noted herein, the appraiser has not made an exterior or interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers reliable and has no reason to believe them to be other than true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the content of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon the development or reporting of predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have not made a personal inspection of the property that is the subject of this report, nor did I make inspections of the comparable sales.
9. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

ADDRESS OF PROPERTY APPRAISED:	LENDER/CLIENT:
East Jasmine Drive Lake Park, Fl 33403	Contact: Nadia Di Tommaso Company Name: C/O Town Of Lake Park Company Address: 535 Park Avenue Lake Park, Florida 33403
OPINION OF VALUE OF THE SUBJECT PROPERTY: $ 300,000 EFFECTIVE DATE OF APPRAISAL: May 7, 2014	
APPRAISER:	**SUPERVISORY or CO-APPRAISER (if applicable):**
Signature:	Signature:
Name: F. Ted Brown, III Company Name: Appraiser Realty Institute Company Address: 3688 Cypress Street Palm Beach Gardens, Fl 33410 Date of Report/Signature: 05/22/2014 License or Certification #: RZ 1992 Designation: Fl Certified General R. E. Appraiser ST: Fl Expiration Date of Certification or License: 11/30/2014 Inspection of Subject: ☐ Interior & Exterior ☒ Exterior Only ☐ None Date of Inspection: May 7, 2014	Name: Company Name: Company Address: Date of Report/Signature: License or Certification #: Designation: ST: Expiration Date of Certification or License: Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection:

Subject Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Subject Front

East Jasmine Drive
Sales Price
Date of Sale
Location Good
Site/View Average
Amenities/Upgrades Aspht Pavement/ Sidewa

Subject Rear

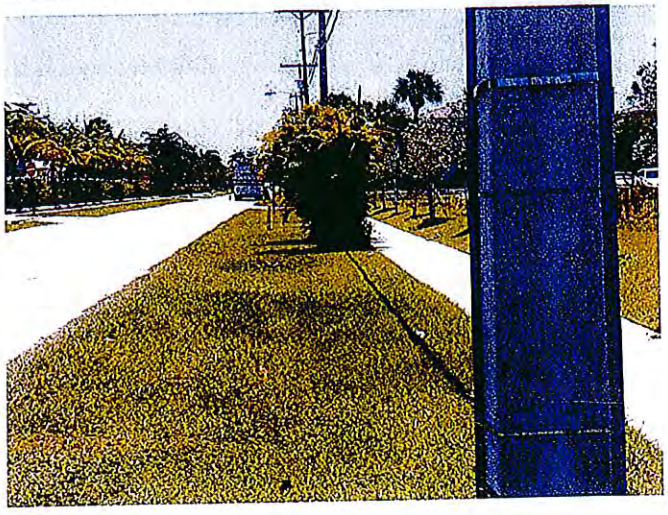
Subject Street

Photograph Addendum

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State FI	Zip Code 33403
Lender/Client	C/O Town Of Lake Park				

View South

West View



Comparable Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Comparable 1

952 Northlake Blvd.

Prox. to Subj.	1.23 miles W
Sales Price	268,520
Date of Sale	9/2013
Location	Good
Site/View	Average
Amenities/Upgrades	Drive Thru

Comparable 2

900 Federal Highway

Prox. to Subject	0.11 miles S
Sales Price	61,750
Date of Sale	9/2012
Location	Good
Site/View	Average
Amenities/Upgrades	Improved

Comparable 3

Block 139 Lot 1 LP ADD 3

Prox. to Subject	0.69 miles NW
Sales Price	606,800
Date of Sale	8/2013
Location	Good
Site/View	Average
Amenities/Upgrades	None

ADDITIONAL COMPARABLE SALES

File No.
Loan No.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Address	East Jasmine Drive Lake Park, Fl 33403	1209 Northlake Blvd. Lake Park, Fl 33403		
Proximity to Subject		1.50 miles W		
Sales Price	$	$ 748,011	$	$
Price/Gross Living Area	$ /Sq. Ft.	$ 10.10 /Sq. Ft.	$ /Sq. Ft.	$ /Sq. Ft.
Date of Sale		2/2008		
Location	Good	Good		
Site Size	22,048. SF	74,095		
Site View	Average	Average		
Design (Style)	Vacant	Sales Office		
Age (yrs.)	Unknown	Unknown		
Condition	Average	Average		
Above Grade: Total Rooms / Bedrooms / Bath(s)	None / None / None	1 / N/A / 1	/ /	/ /
Room Count				
Gross Living Area	None Sq. Ft.	74,095 Sq. Ft.	Sq. Ft.	Sq. Ft.
Basement	N/A	N/A		
Heating/Cooling	N/A	Yes		
Garage/Carport	N/A	None		
Porch, Patio, Deck, etc.	N/A	Yes Covered Walkway		
Amenities/Upgrades	Asphl Pavement/ Sidewalks	Paved Sales Lot		
Overall Comparison to Subject Property		☐ Superior ☒ Similar ☐ Inferior	☐ Superior ☐ Similar ☐ Inferior	☐ Superior ☐ Similar ☐ Inferior

Comments: **SCOPE OF APPRAISAL: The Appraiser inspected the Subject Property on May 7, 2014, the paved road-right-of-way was physically measured and photographed. Prior to the inspection comparable sales were choose, verified, when possible, externally inspected and photographed. Recorded sales are assumed to be arms length transactions when verification sources are unreachable. These properties were all in the city limits of Lake Park with a sale in 2008, a car dealership sale and anther in 2012 deemed to be comparable. The inflation climate and commercial property values have not appreciated significantly during this time frame and no appreciation factor is considered. The Appraiser has a Real Estate Bachelor of Science, has been selling, listing and appraising Commercial real estate since 1983. The Market Approach to Valuation is the only approach considered in this estimate of value. The Cost and Income Approaches to Value are not applicable and were not implemented in this report. The Appraiser used previous assignments, education and expertise in reconciliation of the final valuation.**

Comparable Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Comparable 4

1209 Northlake Blvd.

Prox. to Subj.	1.50 miles W
Sales Price	748,011
Date of Sale	2/2008
Location	Good
Site/View	Average
Amenities/Upgrades	Paved Sales Lot

Comparable 5

Prox. to Subject
Sales Price
Date of Sale
Location
Site/View
Amenities/Upgrades

Comparable 6

Prox. to Subject
Sales Price
Date of Sale
Location
Site/View
Amenities/Upgrades

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

Form ACR2 DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

File No.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: East Jasmine Drive, Lake Park, Fl 33403

APPRAISER:

Signature: _____
Name: F. (Ted Brown, III
Title: Fl Certified General R. E. Appraiser
State Certification #: RZ 1992
or State License #: _____
State: Fl Expiration Date of Certification or License: 11/30/2014
Date Signed: 05/22/2014

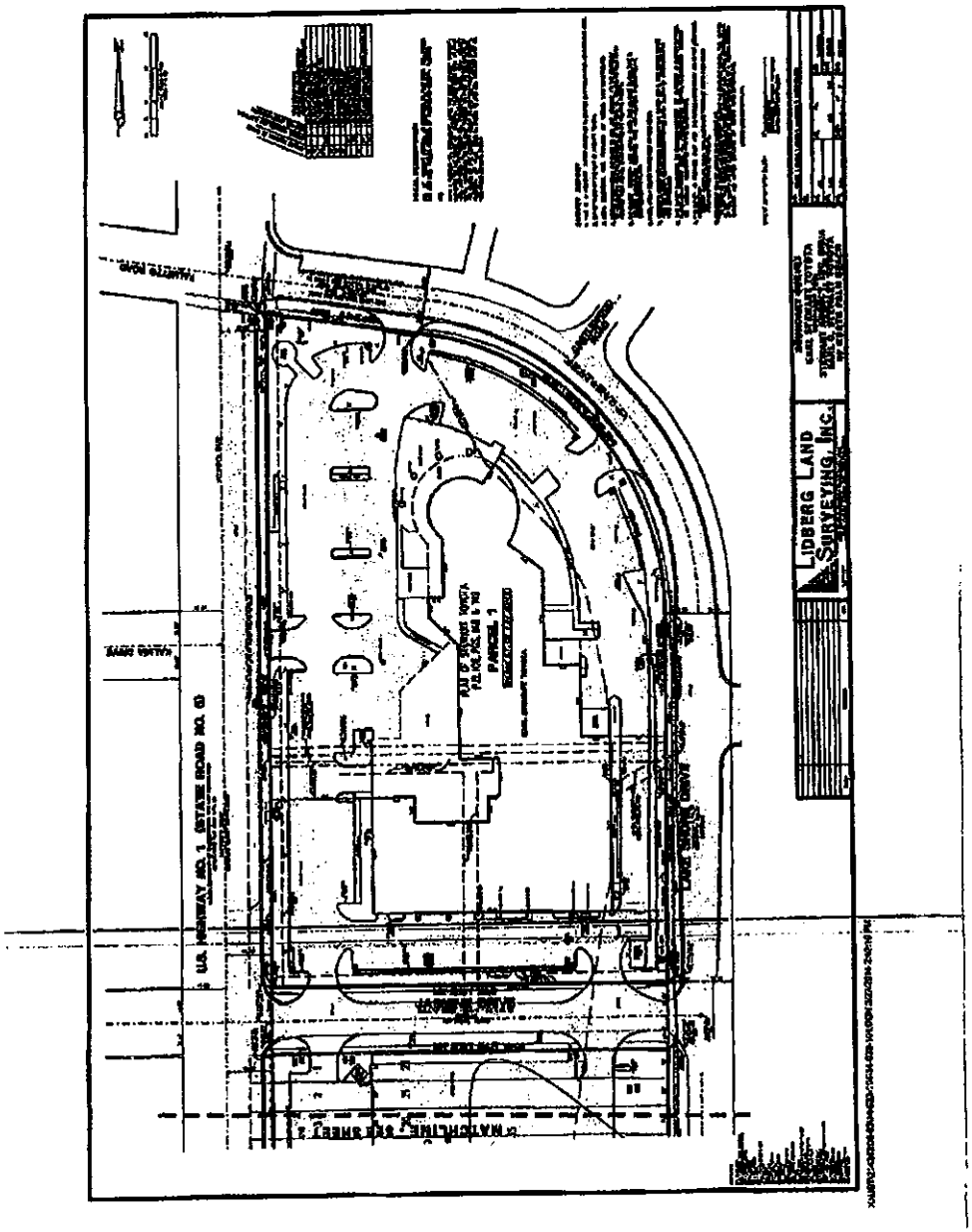
SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: ____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

Form ACR2 DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

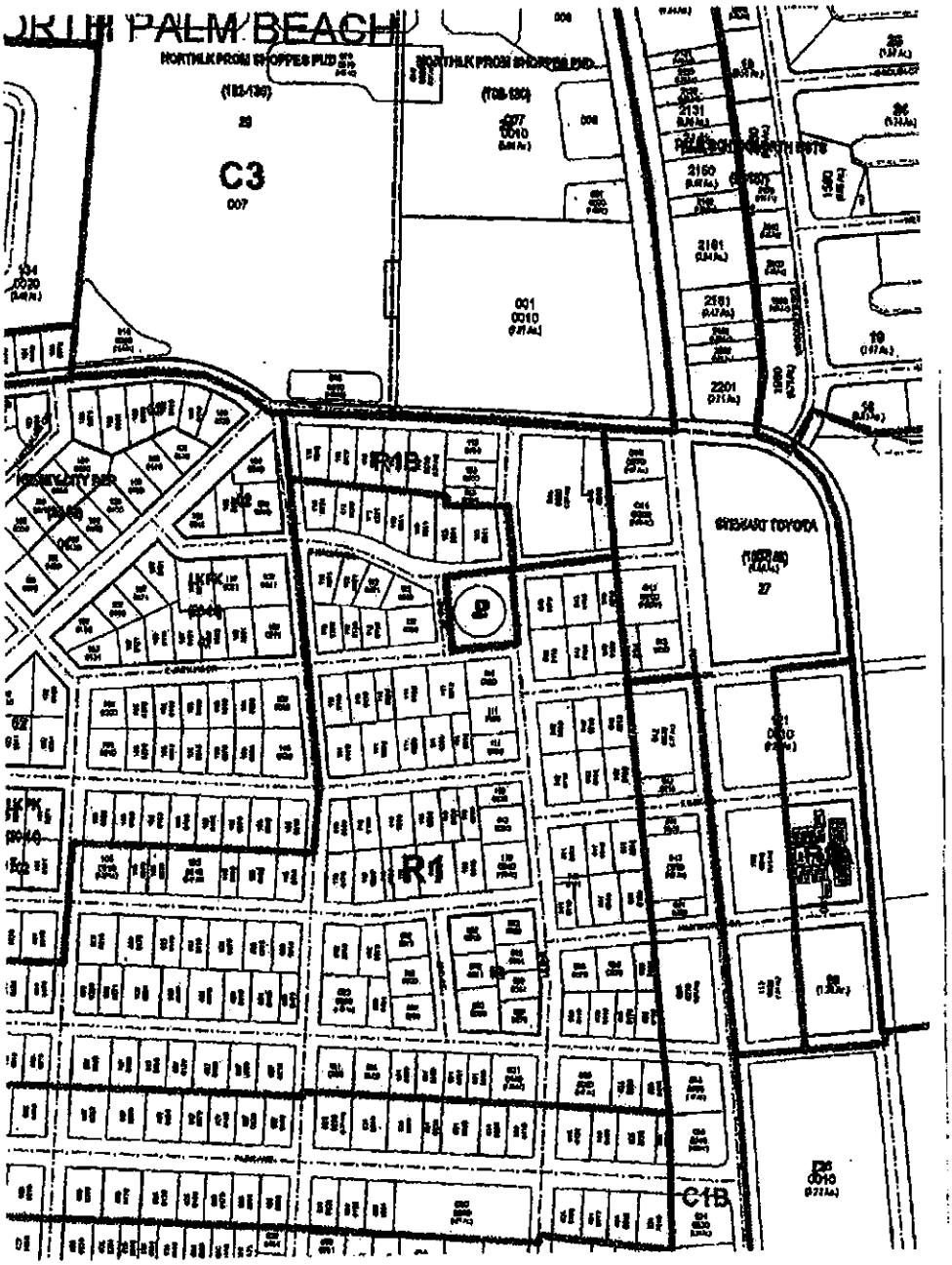
Survey Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State FL	Zip Code 33403
Lender/Client	C/O Town Of Lake Park				



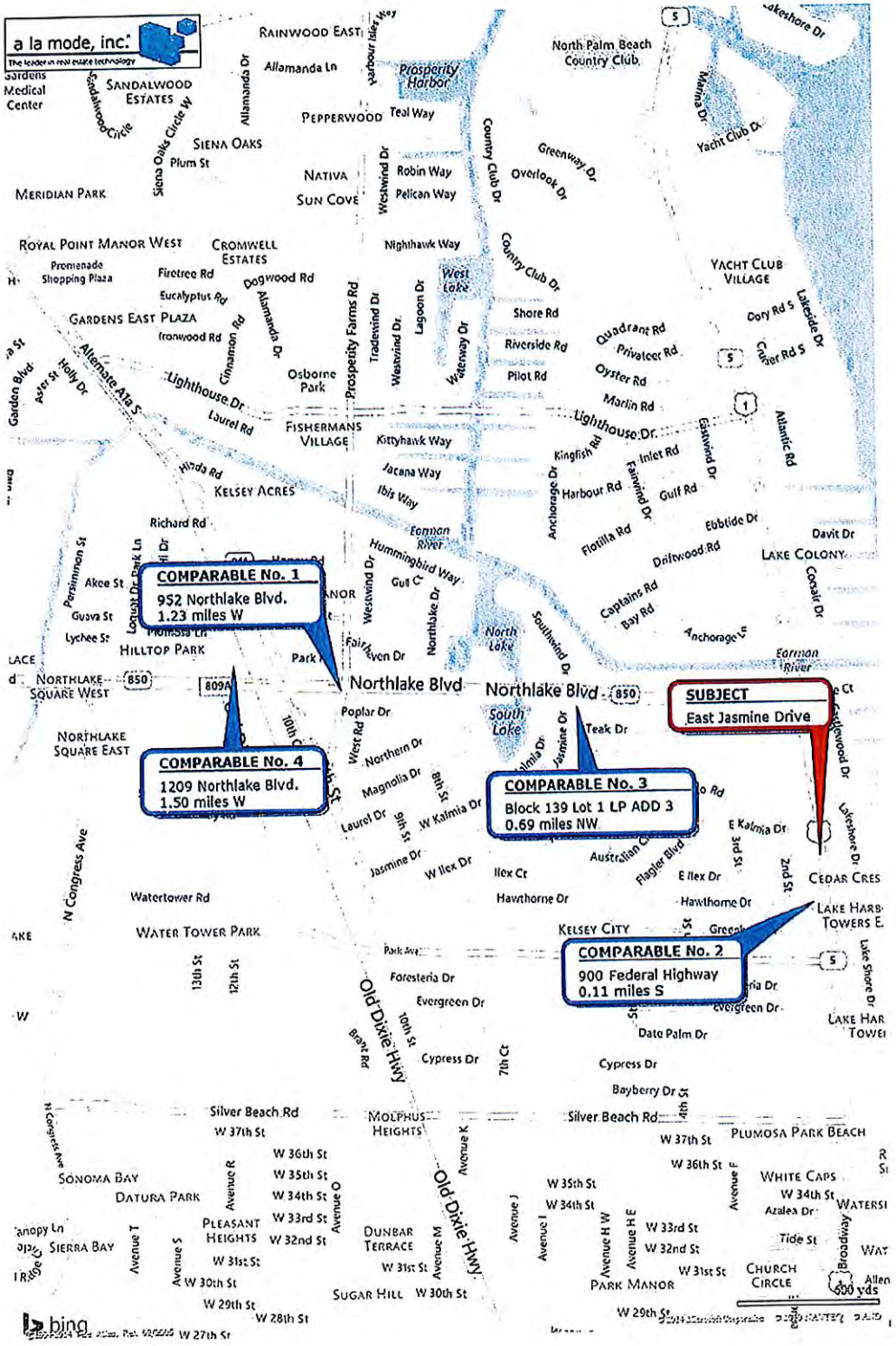
Plat Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State FL	Zip Code 33403
Lender/Client	C/O Town Of Lake Park				



Location Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State	FI	Zip Code	33403
Lender/Client	C/O Town Of Lake Park				



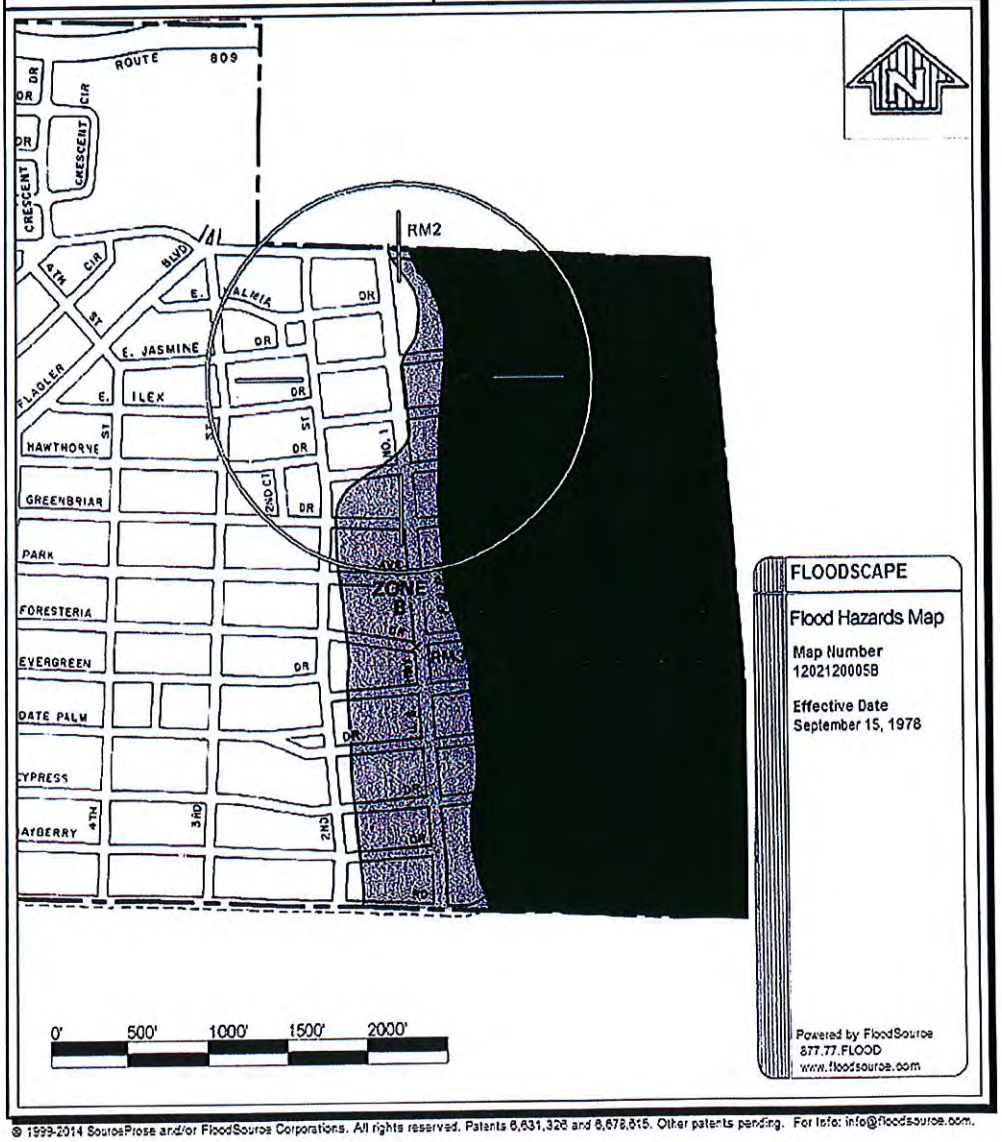
Flood Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

InterFlood by a la mode
www.interflood.com • 1-800-252-6633

Prepared for:
Appraiser Realty Institute

East Jasmine Drive
Lake Park, Fl 33403



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Town of Lake Park
Community Development Department

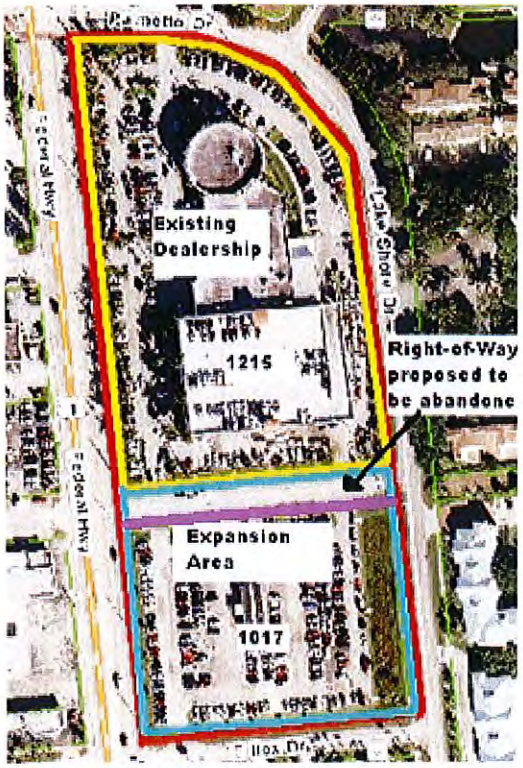
Certified Mail – ***You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.***

March 18, 2015

Re: **Earl Stewart LLC/Commercial Investments LLC - Planned Unit Development Amendment Application**
(1) Site Plan and Special Exception Use of a Vehicle Sales Establishment
(2) Abandonment of East Jasmine Drive
(3) Rezoning of 1017 North Federal Highway (C-1 to PUD)

Dear Property Owner:

Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine Drive right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval. The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development (Rezoning from Commercial-1 (C-1) to Planned Unit Development (PUD) for the 1017 Federal Highway property) and the special exception use approval of a vehicles sales establishment (see illustration). A right-of-way abandonment application will also be considered separately for East Jasmine Drive.



The Town Commission will hold a public hearing on the Ordinance for the rezoning of the 1017 Federal Highway property, as well as the Ordinance for the abandonment of the East Jasmine Drive right-of-way on **Wednesday, April 1, 2015 on 1st reading** and **Wednesday, April 15, 2015 on 2nd reading** for adoption. The Resolution for the site plan and special exception use of a vehicle sales establishment will be heard by the Town Commission on **Wednesday, April 15, 2015**. All items will be presented at 6:30 p.m., or as soon thereafter as can be heard in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

Continued to May 20, 2015

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

Town of Lake Park
Community Development Department

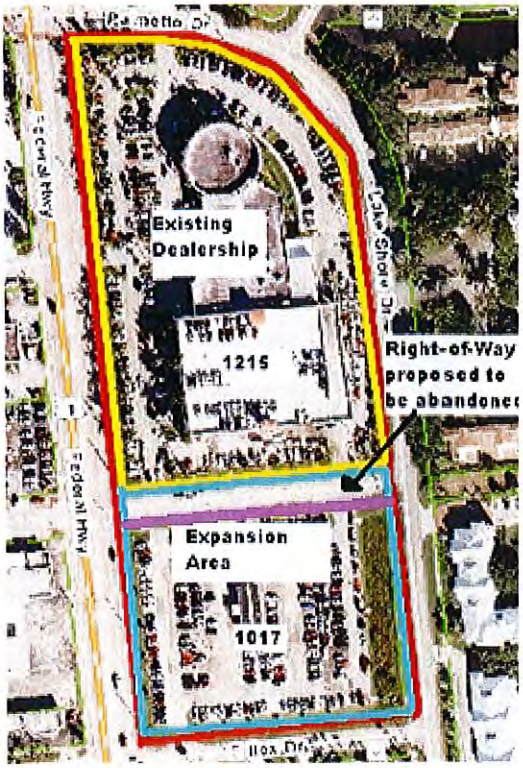
Regular Mail Notice – ***You are receiving this notice because on April 1, 2015 the Town Commission expressed interest in notifying the OCCUPANTS of the adjacent residential developments of the upcoming public hearings.***

May 8, 2015

Re: **Earl Stewart LLC/Commercial Investments LLC - Planned Unit Development Amendment (PUD) Application**
(1) Site Plan and Special Exception Use of a Vehicle Sales Establishment
(2) Abandonment of a 0.49 acre portion of East Jasmine Drive
(3) Land Use Amendment of East Jasmine Drive (Public Right-of-Way to Commercial/Residential)
(4) Rezoning of 1017 North Federal Highway (C-1 to PUD) and East Jasmine Drive (Public Right-of-Way to PUD)

Dear Occupant:

Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine Drive right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval and special exception use approval of a vehicles sales establishment (see illustration). The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development and includes: (1) Land Use Amendment for East Jasmine Drive from a Public Right-of-Way to a Commercial/Residential land use designation; and (2) Rezoning from Commercial-1 to PUD for East Jasmine Drive and for the 1017 Federal Highway property. All of the above will be contingent on the approval of a right-of-way abandonment application which will also be considered separately for East Jasmine Drive.



The Town Commission will hold a public hearing on the various items approved by Ordinance (abandonment; land use; and rezoning) and by Resolution (site plan with special exception use) on **Wednesday, May 20, 2015** and **Wednesday, June 17, 2015**. All items will be presented at 6:30 p.m., or as soon thereafter as can be heard in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

From: Melissa Sturdivant
Sent: Monday, April 20, 2015 3:53 PM
To: Nadia DiTommaso; Kimberly Rowley
Subject: Bay Reach List of Tenants

John Hash with Bay Reach condominiums wanted to thank you for offering to let the tenants in the development be notifying of any news regarding the Earl Stewart project. Unfortunately, he said that they will not be providing the list of tenants, Bay Reach decided against giving out their personal information. He wanted to let you know he did appreciate the gesture though.

Thank you,

Melissa Sturdivant
Community Development Technician
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3318
561-881-3323 (fax)
www.lakeparkflorida.gov

* → lists for Maura Key + Cedar Crest have been provided *

***PLEASE NOTE:** The State of Florida has a very broad Public Records Law. Written communication regarding Town of Lake Park business is considered to be Public Record, and is available to the public upon request. Therefore, all e-mail communications are subject to public disclosure. If you do not wish for your e-mail address to be released in response to a Public Records Request, please do not send electronic mail to this entry, but instead contact this Office by telephone or in writing. Section 668.6076, F.S.

TOWN OF LAKE PARK, FLORIDA
AFFIDAVIT
of
Mailing of Public Notices
and Public Notice Sign Posting

STATE OF FLORIDA
COUNTY OF PALM BEACH

APPLICATION NUMBER: **4771** PETITION NAME: **Earl Stewart Toyota**

BEFORE ME, the undersigned authority, personally appeared Anne Booth, who, after having been first duly sworn and put upon oath, says as follows:

1. That she is authorized on the behalf of the owner of the property identified in the above referenced petition to be heard before the Town Commission on May 20, 2015 and June 17, 2015 and is authorized to execute and make this Affidavit, and is familiar with the matters as set forth herein and they are true to the best of his/her knowledge, information and belief.

2. That on or about April 27, 2015, the required public notice sign(s) was/were placed on the subject property stating, **"Site is being considered for a PUD Amendment which requires the Land Use Amendment, Rezoning and Site Plan with Special Exception Use approval and that it will be considered at the May 20, 2015 and June 17, 2015 Town Commission meetings."**

3. That on May 8, 2015, the required public notices were mailed to all occupants as identified in the lists provided by the Town of Lake Park.

Signature of agent for owner

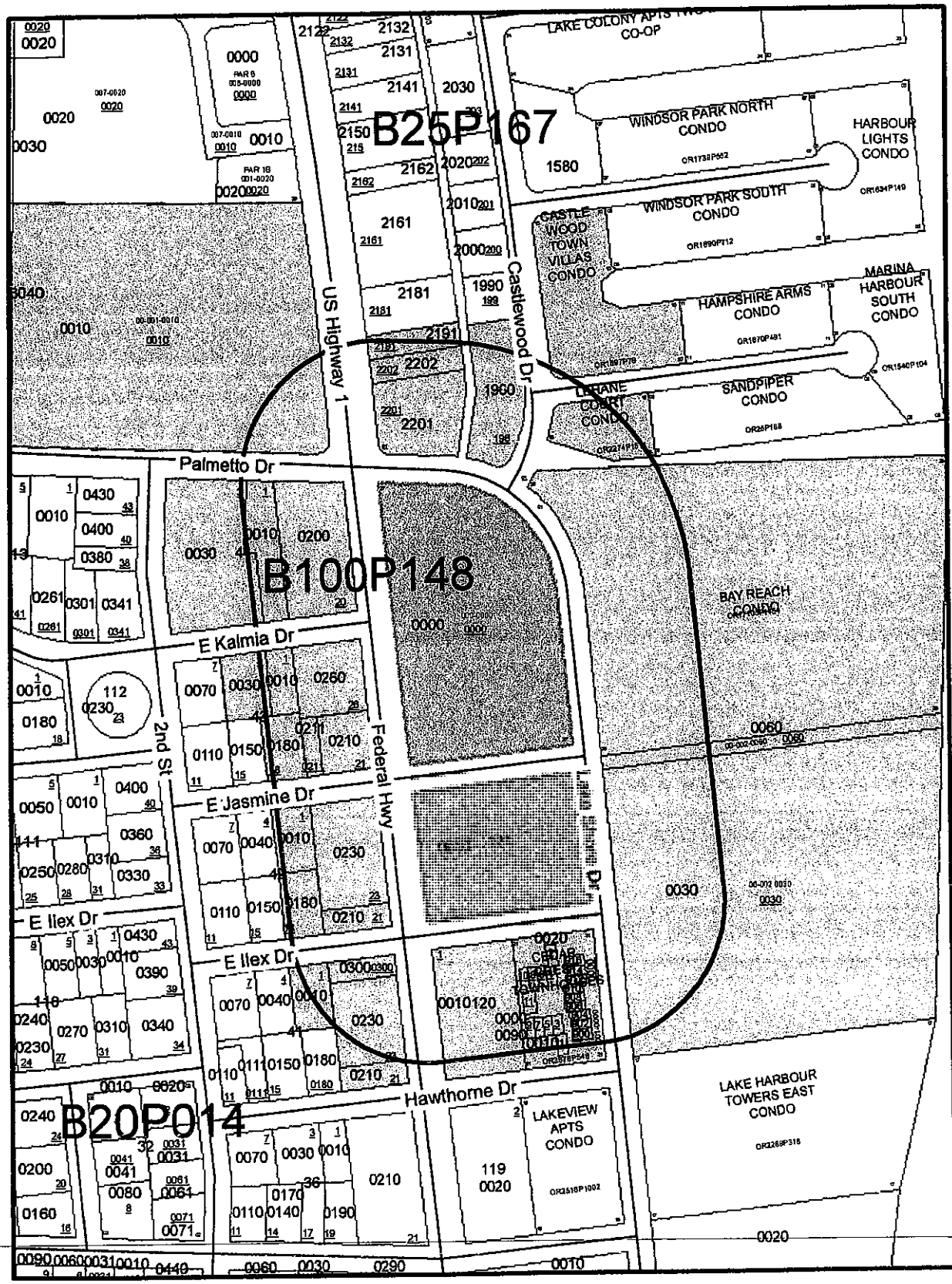
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF MAY, 2015.

Notary Public:

My Commission Expires: August 13, 2016

SANDRA J. MEGRUE
Notary Public - State of Florida
My Comm. Expires Aug 13, 2016
Commission # EE 192836
Bonded Through National Notary Assn.

300 ft Buffer Map



Gary R. Nikolits, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 60 120 240 360 480 Feet
Map Scale

Notes:

Prodcued on: 1/15/2015

Key

Selected Parcels 100 300 500
Others 200 400

36434220010410010
SMALL CEDRICK &
118 E ILEX DR
LAKE PARK FL 33403 2822

300

36434220010430180
WALLACE JASON M &
123 E JASMINE DR
LAKE PARK FL 33403 2823

300

36434221210000010
BAGHDADY SAMI J
1 HAWTHORNE DR
LAKE PARK FL 33403 2853

300

36434220010410210
PALMS BUILDING LLC
4500 PGA BLVD STE 304A
PALM BEACH GARDENS FL 33418 3995

300

36434220010430210
MOSLER WARREN B TRUST
5000 ESTATE SOUTHGATE
CHRISTIANSTED VI 00820 4532

300

36434221210000020
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434220010410230
L P FABRICS INC
1055 LEADENHALL ST
ALPHARETTA GA 30022 8491

300

36434220010430211
MOSLER WARREN B TRUST
5000 ESTATE SOUTHGATE
CHRISTIANSTED VI 00820 4532

300

36434221210000030
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434220010410300
WOLLSTEIN EDWARD &
105S LEADENHALL ST
ALPHARETTA GA 30022 8491

300

36434220010430260
SIL FIR CORP &
3017 EXCHANGE CT # C
WEST PALM BEACH FL 33409 4032

300

36434221210000040
BAGHDADY SAMI
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

36434220010420010
ERVIN JOSEPH &
2549 STEARNS DR
MANASQUAN NJ 08736 2317

300

36434220010440010
CHAVES LAKE PARK CORP
PO BOX 711
DALLAS TX 75221 0711

300

36434221210000050
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

3 1220010420180
DAVISON LAURA K
123 E ILEX DR
LAKE PARK FL 33403 2821

300

36434220010440030
FLORIDA POWER & LIGHT CO
PO BOX 14000
NORTH PALM BEACH FL 33408 0420

300

36434221210000060
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

36434220010420210
TRIM ENDLESS INC
1055 LEADENHALL ST
ALPHARETTA GA 30022 8491

300

36434220010440200
CHAVES LAKE PARK CORP
PO BOX 711
DALLAS TX 75221 0711

300

36434221210000070
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

36434220010420230
NEW ROCHELLE PLAZA
309 NORTH AVE
NEW ROCHELLE NY 10801 4112

300

36434220011200010
CROMWELL PROPERTIES
PO BOX 60
JUPITER FL 33468 0060

300

36434221210000080
ABOU ZEID NABIL
168 WHITE ST
BELMONT MA 02478 4722

300

36434220010430010
WILSON KANLAYA
41 E KALMIA DR
LAKE PARK FL 33403 2827

300

36434221000020030
MARINERS KEY OWNER LLC
200 WEST ST FL 35
NEW YORK NY 10282 2102

300

36434221210000090
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

36434220010430030
M[illegible]D CLAUDE
12[illegible] KALMIA DR
LAKE PARK FL 33403 2828

300

36434221000020060
COHEN SUSAN
1415 N ASTOR ST
CHICAGO IL 60610 1622

300

36434221210000100
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

300

36434221210000110 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
AR' 'NGTON MA 02474 6728

36434221210010000 300
CEDAR CREST HOMEOWNERS ASSN
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280012050 300
BERGSTEIN RITA M
431 FAIRWOOD DR
IRWIN PA 15642 2662

36434221210009000 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280011010 300
RANKER JOHN
308 GRAND CENTRAL AVE
AMITYVILLE NY 11701 3709

36434221280012060 300
HOFFMAN LINDA A
50 ADMIRALS CT
PALM BEACH GARDENS FL 33418 7164

36434221210009020 300
GANIM LAWRENCE J
2429 NORTH AVE
BRIDGEPORT CT 06604 2336

36434221280011020 300
LEES ROBERT B &
110 WOOD LN
DELRAY BEACH FL 33444 3965

36434221280021010 300
WILLIAMS WELTON S
1S00 CHEROKEE TRL SW
ATLANTA GA 30331 6304

36434221210009040 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280011030 300
WINKEL JASON
1010 LAKE SHORE DR # 103
LAKE PARK FL 33403 2862

36434221280021020 300
BARHORST GREGORY P
* * CONFIDENTIAL RECORD * *
* * * * FS SECTION 119.07 * * * *

36434221210009060 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280011040 300
MAYO ANGELA
1010 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2862

36434221280021030 300
SORIERO VINCENT A &
1988 S CLUB DR
WELLINGTON FL 33414 9090

[illegible]4221210009080 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280011050 300
SWEISFURTH BRIAN &
1315 LEE RD
BLUE BELL PA 19422 1831

36434221280021040 300
VANARSDALE KRISZTA H &
6115 W MILL RD
FLOURTOWN PA 19031 1217

36434221210009100 300
8AGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280012010 300
NGUYEN CAT
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280021050 300
MORGAN ANDREW J &
713 NIGHTHAWK WAY
NORTH PALM BEACH FL 33408 4201

36434221210009120 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280012020 300
FERNANDEZ ANTONIO &
76 STAATS RD
BLOOMSBURY NJ 08804 3300

36434221280022010 300
GOEBEL CHELSEA C &
1015 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2800

36434221210009140 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280012030 300
FRAGA DEBORAH S
9061 DUPONT PL
WELLINGTON FL 33414 6473

36434221280022020 300
GERLO CARLO F &
1015 LAKE SHORE DR # 202
LAKE PARK FL 33403 2800

364342212100091[illegible] 300
[illegible]DADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221280012040 300
RICHARZ SABINE
129 GREENLEES DR
KINGSTON ON
K7K 6R5 CANADA

36434221280022030 300
CARLUCCI KENNETH C
PO BOX 772
SHOREHAM NY 11786 0772

36434221280022040 300
WEEGE JAMES F TRUST
19 SABAL ISLAND DR
BOYNTON BEACH FL 33435 3321

36434221280022050 300
STRENG JENNA
14726 HORSESHOE TRCE
WELLINGTON FL 33414 7839

36434221280022060 300
CHAN MING
5643 SW 114TH AVE
COOPER CITY FL 33330 4567

36434221280031010 300
GARTLEY RUTHANN
PO BOX 6088
PITTSBURGH PA 15211 0088

36434221280031020 300
HALVORSON SUSAN P &
2685 JUILLIARD ST
BOULDER CO 80305 7030

3 4221280031030 300
STOIEFF STEPHEN &
3040 LAKE SHORE DR # 801
RIVIERA BEACH FL 33404 4634

36434221280031040 300
SHELLY ROAD LLC
14872 47TH RD
WELLBORN FL 32094 2322

36434221280031050 300
DESANTIS MARK A &
51 TECUMSEH AVE
OCEANPORT NJ 07757 1634

36434221280032010 300
APPOS NICHOLAS D &
156 STONE HOUSE LN
GUILFORD CT 06437 2853

36434221280032020 300
AN GREGORY R &
13 WESTON ST
CARVER MA 02330 1253

36434221280032030 300
PIZZO LUIGI &
49893 GOLDEN LAKE DR
UTICA MI 48315 3552

36434221280032040 300
PARK AVENUE REAL ESTATE INVSTMNTS LLC
142 CAT ROCK LN
JUPITER FL 33458 2876

36434221280032050 300
MCCARTHY KRASSIMIRA A
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280032060 300
FORGIONE HELENA M
49 CHAPEL LN
LEVITTOWN NY 11756 2635

36434221280041010 300
STERLING REBECCA
1025 LAKE SHORE DR APT 101
WEST PALM BEACH FL 33403 2890

36434221280041020 300
SHIN JENNIE &
1025 LAKE SHORE DR # 102
403 2890

36434221280041030 300
GILLEY SYLVIA
3460 MERIDIAN WAY
WINSTON SALEM NC 27104 1835

36434221280041040 300
IP HERMAN &
10008 HOLMHURST RD
BETHESDA MD 20817 1642

36434221280041050 300
COSTA ANTHONY R
21660 TITUS PATH
SYOSSET NY 11791 9667

36434221280042010 300
CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280042020 300
USMANOV MARSEL E
48058 WALNUT ST # 9204
WIXOM MI 48393 2760

36434221280042030 300
CHOY PATRICIA L
2635 BROWN ST
BROOKLYN NY 11235 1603

36434221280042040 300
BARTELS ROGER F
1025 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2890

36434221280042050 300
MORGAN ANDREW J &
713 NIGHTHAWK WAY
NORTH PALM BEACH FL 33408 4201

36434221280042060 300
RUEST NORMAN
7542 CAPE VERDE LN
LAKE WORTH FL 33467 6905

36434221280051010 300
APPEL EZRA M &
999 SW 38TH CT
PALM CITY FL 34990 3586

36434221280051020 300
IP HERMAN &
10008 HOLMHURST RD
BETHESDA MD 20817 1642

36434221280051030 300
WEZNER BRYAN
1030 LAKE SHORE DR # 103
LAKE PARK FL 33403 2899

36434221280051040 300
KLEIN TIBOR &
12 PRIORY CT
MELVILLE NY 11747 3929

36434221280051050 300
HARTLEY GARY
1030 SHORESHORE DR # 105
LAKE PARK FL 33403

36434221280052010 300
SOKOLOV IGOR
3942 HIGHLANDER WAY E
ANN ARBOR MI 48108 9691

36434221280052020 300
SORRENTINO LOUIS &
307 XANADU PL
JUPITER FL 33477 6453

36434221280052030 300
BELT JAMIE R
1030 LAKE SHORE DR # 203
LAKE PARK FL 33403 2899

36434221280052040 300
IMBESI JOSEPH A
1030 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2899

36434221280052050 300
FRANCAVILLA EUGENE F TR
27 N PENNOCK LN STE 205
JUPITER FL 33458 4083

3 4221280052060 300
TWO CHEFS HOLDING LLC
205 BLUEBERRY RD
EGG HARBOR TOWNSHIP NJ 08234 4904

36434221280061010 300
SMITH CLAUDIA
PMB 5001 PO BOX 8309
ST JOHN VI 00831 8309

36434221280061020 300
BERG STEFAN &
FRYEBO SE 33491
ANDERSTORP
SWEDEN

36434221280061030 300
BULGER FRANK P &
16112 E PRESTWICH DR
LOXAHATCHEE FL 33470 4028

36434221280061040 300
V JAMES F TRUST
9 SABAL ISLAND DR
BOYNTON BEACH FL 33435 3321

36434221280061050 300
312 MONTECITO LLC
222 LAKEVIEW AVE # 160
WEST PALM BEACH FL 33401 6101

36434221280062010 300
MCLAUGHLIN TERRENCE JAMES
103S LAKE SHORE DR
LAKE PARK FL 33403 2864

36434221280062020 300
POTTRATZ DONALD D
1035 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2864

36434221280062030 300
IMBESI DENNIS M
1035 LAKE SHORE DR APT 203
LAKE PARK FL 33403 2864

36434221280062040 300
WAYNE N KATZ REV TRUST
734 MARITIME WAY
PALM BEACH GARDENS FL 33410 3424

36434221280062050 300
RINE JAMES &
14808 66TH ST N
LOXAHATCHEE FL 33470 4524

36434221280062060 300
BAY REACH CONDO ASSN INC
3900 WOODLAKE BLVD STE 309
GREENACRES FL 33463 3046

36434221280071010 300
ZAMBITO ROSALIE &
1001 LAKE SHORE DR UNIT 101
LAKE PARK FL 33403 2866

36434221280071020 300
LY ANH &
772 5 5TH ST
PHILADELPHIA PA 19147 3036

36434221280071030 300
BARLOTTA EDWARD
1040 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2876

36434221280071040 300
WHITE CAROL
9428 GRANITE RIDGE LN
WEST PALM BEACH FL 33411 6603

36434221280071050 300
CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280072010 300
GUERCIA KENNETH A &
1040 LAKE SHORE DR
LAKE PARK FL 33403 2876

36434221280072020 300
CARLUCCI PHILIP &
34 HASKEL LN
STONY BROOK NY 11790 2341

36434221280072030 300
BOTT DENNIS J &
1040 LAKE SHORE DR # 203
LAKE PARK FL 33403 2876

36434221280072040 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

36434221280072050 300
KOZAREVICH NICK &
55 KINGSBRIDGE GARDEN CIR
#1602
MISSISSAUGA ON L5R 1Y1 CANADA

36434221280072060 300
MCCARTHY KRASSIMIRA
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280081010 300
PETTI ANDREW &
1045 LAKE SHORE DR APT 101
LAKE PARK FL 33403 2877

36434221280081020 300
RIVERS & RIVERS INC
1882 BELLAIR BLVD
ORANGE PARK FL 32073 4516

36434221280081030 300
CAMPBELL RICHARD N
73 HERITAE
IRVINE CA 92620

36434221280081040 300
BRANCO EUGENIO M &
820 SHERIDAN AVE
ELIZABETH NJ 07208 3523

36434221280081050 300
LEFTEROV YANAKI &
1045 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2878

36434221280082010 300
VALLE BETH A &
1045 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2878

36434221280082020 300
MOUNTS GREGORY A
1045 LAKE SHORE DR # 202
LAKE PARK FL 33403 2878

3 4221280082030 300
CORDERO SUZANNE &
6153 WOOD LAKE RD
JUPITER FL 33458 2482

36434221280082040 300
LEAHY ROBERT &
40 WILLIAMS WAY
BRIDGEHAMPTON NY 11932

36434221280082050 300
LEON JOSE L
11683 49TH ST N
ROYAL PALM BEACH FL 33411 9158

36434221280082060 300
CECERE JOHN
1045 LAKE SHORE DR APT 206
LAKE PARK FL 33403 2878

36434221280091010 300
T Y ROBERT
414 PARK AVE
LAKE PARK FL 33403 2861

36434221280091020 300
MITCHELL SCOTT A &
235 W CENTRAL AVE
BLACKWOOD NJ 08012 2904

36434221280091030 300
MERCIER RICHARD L &
1050 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2861

36434221280091040 300
ROYALS GARY W &
100 W ROOSEVELT AVE APT 301
BENSENVILLE IL 60106 4108

36434221280091050 300
HEWITT JOHN W &
8 ALNWICK RD
PALM BEACH GARDENS FL 33418 6835

36434221280092010 300
RIENZO CHARLES A
8701 SE WATER OAK PL
JUPITER FL 33469 1811

36434221280092020 300
BAY REACH CONDOMINIUM ASSOCIATION INC
1001 LAKE SHORE DR
LAKE PARK FL 33403 2866

36434221280092030 300
DEGOUW MARILYN M
1050 LAKE SHORE DR APT 203
LAKE PARK FL 33403 2861

36434221280092040 300
SCHEER LORI ANN
10 MAPLE AVE
BRONX NY 10465 3819

36434221280092050 300
WRIGHT STEVEN &
680 SW 18TH ST
BOCA RATON FL 33486 7029

36434221280092060 300
MCCLOSKEY JOSEPH & GAIL TRUST
832 ANCHORAGE DR
NORTH PALM BEACH FL 33408 4337

36434221280101010 300
SISSON RODNEY C
1060 LAKE SHORE DR # 101
LAKE PARK FL 33403 2879

36434221280101020 300
MEIZEL ALEKSANDR &
76 REJANE CRES
THORNHILL ONTARIO
L4J 5A4 CANADA

36434221280101030 300
YODER TERESA D
1060 LAKESHORE DR # 103
LAKE PARK FL 33403 2879

36434221280101040 300
RIEKER RICHARD &
1060 LAKE SHORE DR # 104
LAKE PARK FL 33403 2879

36434221280101050 300
NEIMARLIJA MENSUR
153 GREENVILLE ST
WOODBRIDGE NJ 07095 1811

36434221280102010 300
MORRISON JOINT REVOCABLE TRUST
32801 HIGHWAY 441 N LOT 239
OKEECHOBEE FL 34972

36434221280102020 300
ORLANDO MICHAEL P
1060 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2879

36434221280102030 300
TALLERIE PIERRE &
3826 PEBBLEBROOK CT
POMPANO BEACH FL 33073 2220

36434221280102040 300
PHAM TIEN MY
9024 RIMOUSKI
BROSSARD QC
J4X 2S2 CANADA

36434221280102050 300
FLESHER JAMES &
1060 LAKE SHORE DR APT 205
LAKE PARK FL 33403 2879

36434221280102060 300
PORTOCARRERO KARLA I
1060 LAKE SHORE DR # 206
LAKE PARK FL 33403 2879

36434221280111010 300
RODRIGUEZ JOSE G
1105 LAKE SHORE DR # 101
LAKE PARK FL 33403 2880

36434221280111020 300
FEDERAL NATIONAL MRTG ASSN
1800 NW 49TH ST # 120
FORT LAUDERDALE FL 33309 3092

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CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280111040 300
MASTERS VALERIE
1105 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2865

3[illegible]4221280111050 300
CERQUEIRA MARIA
1105 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2865

36434221280112010 300
LAKE SHORE HOLDINGS INC
848 N RAINBOW BLVD # 1611
LAS VEGAS NV 89107 1103

36434221280112020 300
RUSS DONALD
110S LAKE SHORE DR # 202
WEST PALM BEACH FL 33403 2865

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CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280112040 300
[illegible]FMAN ANGELA M
1105 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2865

36434221280112050 300
PUYOL EDUARDO
PO BOX 14307
NORTH PALM BEACH FL 33408 0307

36434221280112060 300
FRANCAVILLA EUGENE F TRUST
27 PENNOCK LN # 205
JUPITER FL 33458 4083

36434221280121010 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280121020 300
MORSI ALAA M
1110 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2881

36434221280121030 300
FEDERAL HOME LOAN MRTG CORP
50000 PLANO PKWY
CARROLLTON TX 75010 4902

36434221280121040 300
DAUSILLIO FRANK
1110 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2881

36434221280121050 300
BRILEY WILLIAM H &
425 CELEBRATION AVE
KISSIMMEE FL 34747 4685

36434221280122010 300
CLARK BETHANY J
1110 LAKE SHORE DR # 201
LAKE PARK FL 33403 2881

36434221280122020 300
CALVO GAIL
1110 LAKE SHORE DR # 202
LAKE PARK FL 33403 2881

36434221280122030 300
LAKE SHORE PROPERTY INVESTMENT LLC
1760 W COMMUNITY DR
JUPITER FL 33458 8211

36434221280122040 300
GRAHAM DEBORAH L EST
1110 LAKE SHORE DR # 204
LAKE PARK FL 33403 2881

36434221280122050 300
FLOHR MICHAEL
1110 LAKE SHORE DR APT 205
LAKE PARK FL 33403 2881

36434221280122060 300
KONTOGIANNIS KATHY &
1614 SHAUNA CRES
GREELY, ON
K4P1M8 CANADA

36434221280131010 300
RUDIN CHARLES P
424 EVERGREEN DR
WEST PALM BCH FL 33403 3304

36434221280131020 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280131030 300
LIXFIELD KEVIN J &
201 S HAVEN AVE
MEDFORD NY 11763

36434221280131040 300
NICHOLS JOHN S
1115 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2882

36434221280131050 300
TURNER JERRY R
50 BRIGHT RD
NEW EGYPT NJ 08533 1204

36434221280132010 300
LAKE 5HORE HOLDINGS INC
848 N RAINBOW BLVD APT 44
LAS VEGAS NV 89107 1103

36434221280132020 300
PHAM NGA THI THIEU &
2830 CHEMIN DES PRAIRIES
BROSSARD QC
J4Y 2X4 CANADA

36434221280132030 300
CLARK SHIRLEY A
111S LAKE SHORE DR # 203
LAKE PARK FL 33403 2883

36434221280132040 300
HASH JOHN A &
111S LAKE SHORE DR APT 204
LAKE PARK FL 33403 2883

36434221280132050 300
HART JACQUELINE &
189 EUPHRATES CIR
PALM BEACH GARDENS FL 33410 2185

36434221280132060 300
LUTEIN ROBERTO &
13219 S4TH ST
ROYAL PALM BEACH FL 33411 8349

36434221280141010 300
ALBAHAE ZACHARY TR &
10866 NW 14TH ST
POMPANO BEACH FL 33071 8213

3[illegible]4221280141020 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

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NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280141040 300
SPANAKOS MARK
1120 LAKE SHORE DR # 104
LAKE PARK FL 33403 2849

36434221280141050 300
IVASHKEVICH EUGENI
1120 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2849

36434221280142010 300
I [illegible]UNG A
1120 LAKESHORE DR # 201
LAKE PARK FL 33403 2849

36434221280142020 300
BASILIO ALEJANDRA O &
3420 EMBASSY DR
WEST PALM BEACH FL 33401 1028

36434221280142030 300
ROBINSON KAREN &
2896 POMEROL DR APT 203
LAKE PARK FL 33403

36434221280142040 300
NGUYEN CAN TRUST &
S605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280142050 300
WHITE JENNIFER
637 NE 12TH TER # 2
BOYNTON BEACH FL 33435 3271

36434221280142060 300
SELIGER RUSSELL &
6541 WINDSOR DR
POMPANO BEACH FL 33067 1654

36434221280151010 300
NGUYEN CAT &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280151020 300
SCHNEIDER BRADLEY M
112S LAKESHORE DR # 102
WEST PALM BEACH FL 33403 2884

36434221280151030 300
LIRA PROPERTY LLC
PO BOX 3852
LANTANA FL 33465 3852

36434221280151040 300
KAUFFMAN ANGELA M
1105 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2865

36434221280151050 300
KANO ABDOULAHAD
370 AVE LETHBRIDGE
MONTROYAL QC
H3P 2Y8 CANADA

36434221280152010 300
WHITE CAROL &
424 EVERGREEN DR
LAKE PARK FL 33403 3304

36434221280152020 300
PAWLASYK ELIZABETH
114 STAFFORDSHIRE CT
LONDON ONTARIO N6H 0B9 CANADA

36434221280152030 300
DELLAPINA STEPHEN &
287 FLAMINGO POINTE S
JUPITER FL 33458 8348

36434221280152040 300
PORTOCARRERO KARLA I
1125 LAKE SHORE DR # 204
LAKE PARK FL 33403 2884

36434221280152050 300
KONTOGIANNIS BILL &
1614 SHAUNA CRESCENT
GREELY ONTARIO
K4P 1M8 CANADA

36434221280152060 300
AZARMIPUR MALLY
21530 MARCHENA ST
WOODLAND HILLS CA 91364 4320

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MOORE PAUL W &
90 HAWES ST
WRENTHAM MA 02093 1650

36434221280161020 300
HERRERA SANDRO M
1130 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2850

36434221280161030 300
ODEEN MARK
115 LAKESHORE DR APT 1948
NORTH PALM BEACH FL 33408 3645

36434221280161040 300
LEVATO ROY V
198 EAST ST
WEST UPTON MA 01568 1212

36434221280161050 300
GAMBACORTO ALAN &
86 ALGONQUIN AVE
OCEANPORT NJ 07757 1612

36434221280162010 300
MTS INVESTMENTS LLC
PO BOX 3852
LANTANA FL 33465 3852

36434221280162020 300
KAMIENIAK CINDY DUNN TRUST
1130 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2850

36434221280162030 300
CHAPMAN EILEEN
1130 LAKE SHORE DR APT 203
WEST PALM BCH FL 33403 2850

36434221280162040 300
BROUSSEAU ANNETTE M
1130 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2B50

4221280162050 300
GRANT WALTER L
1130 LAKESHORE DR # 205
LAKE PARK FL 33403 2850

36434221280162060 300
DECKER WILLIAM
1130 LAKESHORE DR # 206
LAKE PARK FL 33403 2850

36434221280171010 300
MTS INVESTMENTS LLC
PO BOX 3852
LANTANA FL 33465 3852

36434221280171020 300
KEPACA LTD
2 S BISCAYNE BLVD STE 3400
MIAMI FL 33131 1807

36434221280171030 300
GS ZACHARY &
15782 73RD TER N
PALM BEACH GARDENS FL 33418 7408

36434221280171040 300
PHELPS MARK A &
13 YORKVIEW DR
LUTHVLE TIMON MD 21093 3222

36434221280171050 300
FOUGERON JEAN PAUL &
5568 SE HAMMOCK RESERVE TER
HOBE SOUND FL 33455 8308

36434221280172010 300
FERRAZ PAULO
801 LAKE SHORE DR APT 803
WEST PALM BCH FL 33403 2933

36434221280172020 300
PHAM TIEN LOC &
155 HARBORN RD
MISSISSAUGA ON
L5B 1A6 CANADA

36434221280172030 300
STAGGS ZACHARY &
15782 73RD TER N
PALM BEACH GARDENS FL 33418 7408

36434221280172040 300
SAUER ROBERT P JR
113S LAKE SHORE DR # 204
LAKE PARK FL 33403 2885

36434221280172050 300
DAMBROSIO CHERYL
113S LAKE SHORE DR APT 205
LAKE PARK FL 33403 2885

36434221280172060 300
KONTOGIANNIS KATHY &
1614 SHAUNA CRES GREELY
ON
K4P 1M8 CANADA

36434221280181010 300
DORSO MICHAEL J JR &
PO BOX 1262
BREWTON AL 36427 1262

36434221280181020 300
CARACCIOLO PIETRO
1140 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2886

36434221280181030 300
BURNS OWEN F
1140 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2886

36434221280181040 300
STREIGOLD HOWARD
13379 KINGSBURY DR
WELLINGTON FL 33414 3923

36434221280181050 300
BAY REACH 1140 105 LLC
3200 1ST AVE S STE 300
SEATTLE WA 98134 1860

36434221280182010 300
CAMPBELL JOSEPH P
422 GLEN ARBOR CT
KING OF PRUSSIA PA 19406 3190

36434221280182020 300
LAWSON JEFFREY P
1140 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2887

36434221280182030 300
RANJ LJUBICA &
2120 WINGATE BND
WELLINGTON FL 33414 6245

36434221280182040 300
LASSEN KATHERINE M
19007 SE LOXAHATCHEE RIVER RD
JUPITER FL 33458 1079

36434221280182050 300
STANLEY JEFFREY
12932 CALAIS CIR
PALM BEACH GARDENS FL 33410 1420

36434221280182060 300
MCCARTHY KRASSIMIRA
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280191010 300
DAVID HARLEY & MICHAEL E SPRAGUE TRUST
17439 JUDY CT
MACOMB MI 48044 2632

36434221280191020 300
WEEKS SUSAN A TRUST
635 RIVIERA DR
BOYNTON BEACH FL 33435 6152

36434221280191030 300
MALINCONICO FRANK
12291 73RD CT N
WEST PALM BEACH FL 33412 1420

36434221280191040 300
MORRISON JOINT REVOCABLE TRUST
32801 US HIGHWAY 441 N LOT 239
OKEECHOBEE FL 34972 0296

36434221280191050 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

36434221280192010 300
SOUCY FAMILY LIFE TRUST
2016 JUSTIN RD
LEWISVILLE TX 75077 7180

J4221280192020 300
COX JAMES M
1145 LAKE SHORE DR UNIT 202
LAKE PARK FL 33403 2851

36434221280192030 300
PATTERSON CURTIS RAY II
1145 LAKE SHORE DR # 203
LAKE PARK FL 33403 2851

36434221280192040 300
TRAN KHOI &
2830 CHEMIN DES PRAIRIES
BROSSARD QC
J4Y 2X4 CANADA

36434221280192050 300
BOYLE KAREN J
710 ROCK SPRING AVE
BEL AIR MD 21014 2945

36434221280192060 300
RTY JOHN J &
1145 LAKE SHORE DR APT 206
LAKE PARK FL 33403 2851

36434221280201010 300
NGUYEN CAT &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280201020 300
COLDREN SHANE &
4756 ROSEBROOK PL
SMYRNA GA 30080 6778

36434221280201030 300
DAMBROSIO CHERYL S
1155 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2888

36434221280201040 300
DELAUS DANIEL C &
1155 LAKE SHORE DR # 104
LAKE PARK FL 33403 2888

36434221280201050 300
SILVEIRA FERRAZ PAULO R
5682 LAKE OSBORNE DR
LAKE WORTH FL 33461 6146

36434221280202010 300
NGUYEN CAN &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280202020 300
HANSON LINDA B
11900 JUBAL EARLY CT
POTOMAC MD 20854 3427

36434221280202030 300
ROY JOHN &
1155 LAKE SHORE DR # 203
LAKE PARK FL 33403 2888

36434221280202040 300
FRASER JOHN M &
104 RIVER RD
KENNEBUNKPORT ME 04046 7536

36434221280202050 300
NGUYEN CAT XUAN &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280202060 300
ORLANDO WILLIAM L
36 SPANISH BAY
N SIOUX CITY SD 57049 5447

68434216010001960 300
FIRST CHURCH OF CHRIST SCIENTIST INC
128 ASHLEY CT
JUPITER FL 33458 2933

68434216010002191 300
110 US ONE BUILDING LLC
730 SW SALERNO RD
STUART FL 34997 6256

68434216010002201 300
100 NORTH FEDERAL HIGHWAY LLC
2955 E 11TH AVE
HIALEAH FL 33013 3509

68434216010002202 300
PORCELLI JOMARIE F TRUST
11394 E TEACH RD
PALM BEACH GARDENS FL 33410 3438

68434221000010010 300
VILLAGE SHOPPES AT US 1 LLC
133 US HIGHWAY 1
N PALM BEACH FL 33408 5401

68434221100001110 300
HOCKTON JULIE &
2520 EMBASSY DR
WEST PALM BCH FL 33401 1015

68434221100001120 300
MASSENZIO JOHN &
230 BEECHWOOD DR
CRANSTON RI 02921 3309

68434221100001140 300
DUNLAP SANDRA E
132 WETTAW LN # 114
NORTH PALM BEACH FL 33408 5685

68434221100001150 300
BLAKEY DOUGLAS R &
10916 NW 12TH CT
PLANTATION FL 33322 6926

68434221100001160 300
MARTIN KYLE
132 WETTAW LN APT 116
NORTH PALM BEACH FL 33408 5685

68434221100001170 300
RUDZWICK RUSSELL A &
85-49 87TH ST
JAMAICA NY 11421 1304

68434221100001180 300
ROLAND JULIAN
132 WETTAW LN # 118
NORTH PALM BEACH FL 33408 5685

68434221100001190 300
MCCARTHY DIANE
118 CASTLEWOOD DR APT 119
NORTH PALM BEACH FL 33408 5687

68434221100001200 300
SURACI VIRGINIA
118 CASTLEWOOD DR # 120
NORTH PALM BEACH FL 33408 5687

4221100001210 300
SOCCORSO MARGUERITE &
118 CASTLEWOOD DR # 121
NORTH PALM BEACH FL 3340B 5687

68434221100001220 300
SHELLEY JAMES D TRUST
10541 SE LE PARC
TEQUESTA FL 33469 B147

68434221100001230 300
LAKE KAREN L &
118 CASTLEWOOD DR # 123
NORTH PALM BEACH FL 33408 5687

68434221100001240 300
RODRIGUEZ WIL8ERT &
118 CASTLEWOOD DR # 124
NORTH PALM BEACH FL 33408 56B7

68434221100001250 300
ERMAIN CONSTANCE B
11ɔ CASTLEWOOD DR # 125
NORTH PALM BEACH FL 33408 5687

68434221100001260 300
STEPHAN NANCY &
118 CASTLEWOOD DR APT 126
NORTH PALM BEACH FL 33408 5687

68434221100001270 300
TUMMINIA MELINDA M EST
118 CASTLEWOOD DR APT 127
NORTH PALM BEACH FL 33408 5687

68434221100001280 300
CHICKERING HENRY T
118 CASTLEWOOD DR APT 128
NORTH PALM BEACH FL 33408 5687

68434221100001290 300
BROWN DAVID M &
118 CASTLEWOOD DR APT 129
NORTH PALM BEACH FL 33408 5687

68434221100001300 300
FINKELSTEIN PAUL
129 LEHANE TER # 130
NORTH PALM BEACH FL 33408 5686

68434221100001310 300
U S BANK NATIONAL ASSOCIATION TR
3476 STATEVIEW BLVD
FORT MILL SC 29715 7203

68434221100001320 300
DZENUTIS PETER A JR
129 LEHANE TER # 132
NORTH PALM BEACH FL 33408 S686

68434221100001330 300
NEVINS JUDY
129 LEHANE TER # 133
NORTH PALM BEACH FL 33408 5686

68434221100001340 300
CARMICHAEL DAVID TRUST &
2420 NE 13TH CT
FORT LAUDERDALE FL 33304 1544

68434221100001350 300
LISCOMB AARON &
129 LEHANE TER APT 135
NORTH PALM BEACH FL 33408 5686

68434221100001360 300
CONWAY LARRY G &
129 LEHANE TER APT 136
NORTH PALM BEACH FL 33408 5686

68434221100001370 300
SMITH JASON C
129 LEHANE TER # 137
NORTH PALM BEACH FL 33408 5686

68434221100001380 300
EICHNER BARBARA
129 LEHANE TER # 138
NORTH PALM BEACH FL 33408 S686

68434221100001390 300
BENNETT WILLIAM P
129 LEHANE TER # 139
NORTH PALM BEACH FL 33408 S686

68434221160001010 300
HUBERTZ STEPHEN A
128 LAHANE TER # 101
NORTH PALM BEACH FL 33408 5614

68434221160001020 300
5KLAR EVAN G
969 LAUREL RD
NORTH PALM BEACH FL 3340B 4020

68434221160001030 300
POWELL SHARON L
128 LEHANE TER # 103
NORTH PALM BEACH FL 33408 5614

68434221160001040 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160001050 300
5ABIA PATRICIA W TRUST
201 E TALL OAKS CIR
PALM BEACH GARDENS FL 33410 4451

68434221160001060 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160001070 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160001080 300
OSTROWSKI TRACY E
616 LEXINGTON AVE
CROWN POINT IN 46307 4514

68434221160002010 300
SKLAR EVAN G
969 LAUREL RD N
NORTH PALM BEACH FL 33408 4020

68434221160002020 300
DASILVA BRIAN E
TH 89-A-83 BOROUGH DR
TORONTO, ON
M1P 5E4 CANADA

68434221160002030 300
KUBEK MICHAEL J &
214 2ND ST
LAKE PARK FL 33403 3541

4221160002040 300
GRUNWALD DONALD
PO BOX 14914
NORTH PALM BEACH FL 33408 0914

68434221160002050 300
STEINBACH CHRISTOPHER &
128 LEHANE TER # 205
NORTH PALM BEACH FL 33408 5617

68434221160002060 300
CARRIGAN MAUREEN A EST
140 CYPRESS CLUB DR APT 415
POMPANO BEACH FL 33060 4730

68434221160002070 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160002080 300
EVAN &
969 LAUREL RD
NORTH PALM BEACH FL 33408 4020

36434220011210010
COMMERCIAL INVESTMENTS LLC
1215 N FEDERAL HWY
LAKE PARK FL 33403 2895

36434221270000000
EARL STEWART LLC
1215 N FEDERAL HWY
LAKE PARK FL 33403 2895

Sign #1 April 27, 2015

Sign #2 April 27, 2015

Sign #3 April 27, 2015

Sign #4 April 27, 2015

Site is being considered for a PUD Amendment which requires the Land Use Amendment, Rezoning and Site Plan with Special Exception Use approval and that it will be considered at the May 20, 2015 and June 17, 2015 Town Commission meetings.
Sign #5 April 27, 2015

East Jasmine Drive right-of-way abandonment application will be considered by the Town Commission at the May 20, 2015 and June 17, 2015 Town Commission meetings.
Sign #7 April 27, 2015

Sign #8 April 27, 2015

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** Tab 3

Agenda Title: ORDINANCE FOR THE FUTURE LAND USE MAP AMENDMENT OF A 0.49-ACRE PORTION OF EAST JASMINE DRIVE FROM A PUBLIC RIGHT-OF-WAY TO THE ASSIGNMENT OF A COMMERCIAL/RESIDENTIAL FUTURE LAND USE DESIGNATION.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING – QUASI-JUDICIAL - ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER

Approved by Town Manager _____ **Date:** 5/13/2015
Stan Approved by the TM

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Application Fee and Ad will be placed prior to 2nd reading - signs also posted around the property for the overall development proposal. (LPA meeting previously advertised)** Funding Source: **Applicant** Acct. **# 4771** [ ] Finance _____	**Attachments:** ➔ **Ordinance 06-2015** ➔ **Applicant Application** ➔ **Copy of Intergovernmental Plan Amendment Review Notice and Sign Postings**
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] 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__***ND*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

STAFF REPORT

SEQUENCE OF APPLICATIONS RELATED TO THE EARL STEWART TOYOTA PROPOSED PLANNED UNIT DEVELOPMENT (PUD) EXPANSION:

(1) Abandonment Application for a 0.49-acre portion of East Jasmine Drive
(2) Future Land Use Map Amendment for a 0.49-acre portion of East Jasmine Drive from a public Right-of-Way to a Commercial/Residential land use designation
(3) Rezoning of a 0.49-acre portion of East Jasmine Drive from a public right-of-way to a PUD and the Rezoning of 1017 Federal Highway from Commercial-1 (C-1) to PUD
(4) Site Plan application for the expansion of the existing dealership and the special exception use of a vehicles sales establishment.

The above applications will be presented as a "package" however, they will require separate motions in the order listed above—All resident letters received have been included with the Site Plan item

On February 2, 2015 and March 2, 2015, the Local Planning Agency members, sitting as the Planning & Zoning Board, considered several applications by Earl Stewart LLC and Commercial Investments LLC (the Applicant) related to the expansion of their existing dealership. These applications included a site plan and special exception use proposal to expand the dealership onto the East Jasmine Drive right-of-way and the 1017 Federal Highway lot, along with a rezoning application for both these areas to a Planned Unit Development (PUD), contingent upon the approval by the Town Commission of both the site plan application and the right-of-way abandonment application for East Jasmine Drive. These applications continued on to the April 1, 2015 Town Commission meeting. At this meeting, the Town Commission expressed their interest in having staff bring back all procedural items related to the proposed expansion as a "package". In other words, it was proposed that the:

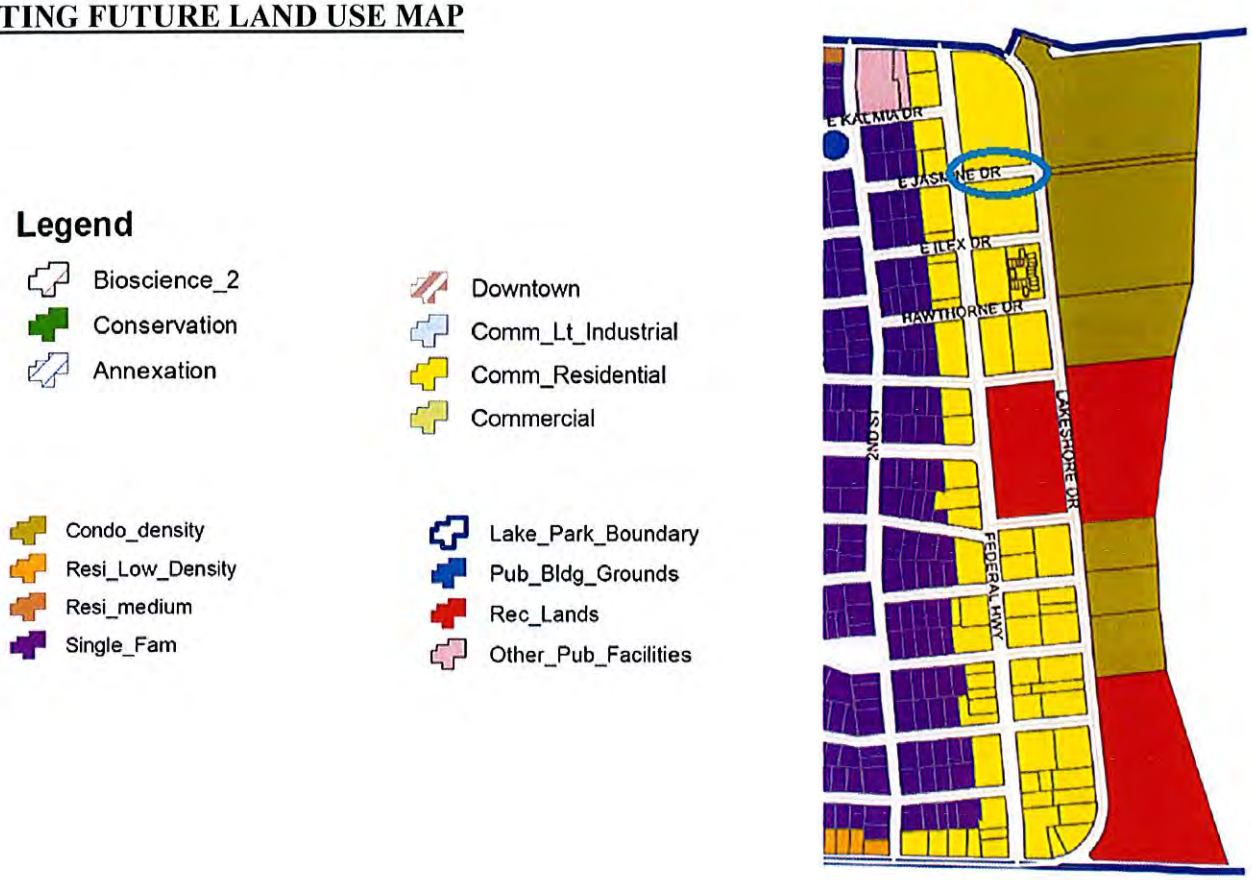
(5) Abandonment Application for a 0.49-acre portion of East Jasmine Drive; *and the*
(6) Future Land Use Map Amendment for a 0.49-acre portion of East Jasmine Drive from a public Right-of-Way to a Commercial/Residential land use designation; *and the*
(7) Rezoning of a 0.49-acre portion of East Jasmine Drive from a public right-of-way to a PUD and the Rezoning of 1017 Federal Highway from Commercial-1 (C-1) to PUD; and the
(8) Site Plan application for the expansion of the existing dealership and the special exception use of a vehicles sales establishment.

...**ALL** be presented at the same time before the Town Commission on May 20, 2015. In order to accomplish item #4 above, consideration by the Local Planning Agency was first required:

LOCAL PLANNING AGENCY RECOMMENDATION: The Local Planning Agency considered this application at their May 4, 2015 meeting. The overall sequence of the Earl Stewart Toyota PUD applications was discussed and has been provided above. Understanding that this land use map amendment is contingent upon the approval of the abandonment of the right-of-way, the Local Planning Agency recommended approval (3-1) to the Town Commission.

The Applicant is proposing a future land use map amendment for the designation of a Commercial/Residential land use designation to the existing East Jasmine Drive public right-of-way. This proposal is contingent upon the approval of the abandonment of the right-of-way and the site plan which proposes to expand the boundaries of the PUD.

EXISTING FUTURE LAND USE MAP



Since this request is contingent on the site plan approval for the PUD and the abandonment application for East Jasmine Drive, staff recommends APPROVAL of the small-scale land use map amendment, which would be required as a procedural matter contingent upon the above-referenced approvals. A copy of the Intergovernmental Plan Amendment Review Notice is enclosed with this agenda item. A Notice in the Palm Beach Post is required 10 days prior to the adoption hearing which is tentatively scheduled for June 17, 2015.

According to the Future Land Use Element in the Town's Comprehensive Plan, areas designated as "Commercial/Residential" are:
"(3.4.3 Future Land Use Classification System)
Lands and structures devoted to promoting a compatible mix of residential at up to 20 units per gross acre and commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares. Public schools are a permitted use within this land use designation. Residential uses shall comprise no less that 20 percent, or no more than 80 percent, of the floor area of any vertical mixed use building, and no less than 20 percent and no more than 80 percent of the buildings on a development site or block face.

*Policy 9.3: A commercial only mixed use project shall **only** be approved through a PUD process as defined and regulated in the zoning code."*

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the future land use map amendment for a 0.49 acre portion of East Jasmine Drive for a future land use map designation of Commercial/Residential to the existing public right-of-way.

ORDINANCE NO. 06-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ASSIGNING THE FUTURE LAND USE DESIGNATION OF COMMERCIAL/RESIDENTIAL TO A 0.49 ACRE PORTION OF THE RIGHT OF WAY OF EAST JASMINE DRIVE, LOCATED EAST OF FEDERAL HIGHWAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Earl Stewart LLC and Commercial Investments LLC submitted an application to abandon the 0.49 acre portion of East Jasmine Drive owned by the Town as legally described in **Exhibit "A"** which is attached hereto and incorporated herein (the Property) and to incorporate the Property into the Earl Stewart Toyota Planned Unit Development

WHEREAS, the Town Commission has adopted an Ordinance abandoning the Property; and,

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

WHEREAS, the Town's Community Development Department has recommended that the Property be assigned a future land use designation of Commercial/Residential; and

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

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

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

Section 2. The future land use designation of Commercial/Residential is hereby assigned to the Property.

Section 3. The Future Land Use Map of the Town's Comprehensive Plan is hereby amended to reflect the assignment of the future land use designations of Commercial/Residential to the Property.

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

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

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

Attachments: Exhibit "A" - Legal Description of the Suhject Property
Exhibit "B" - Location Map

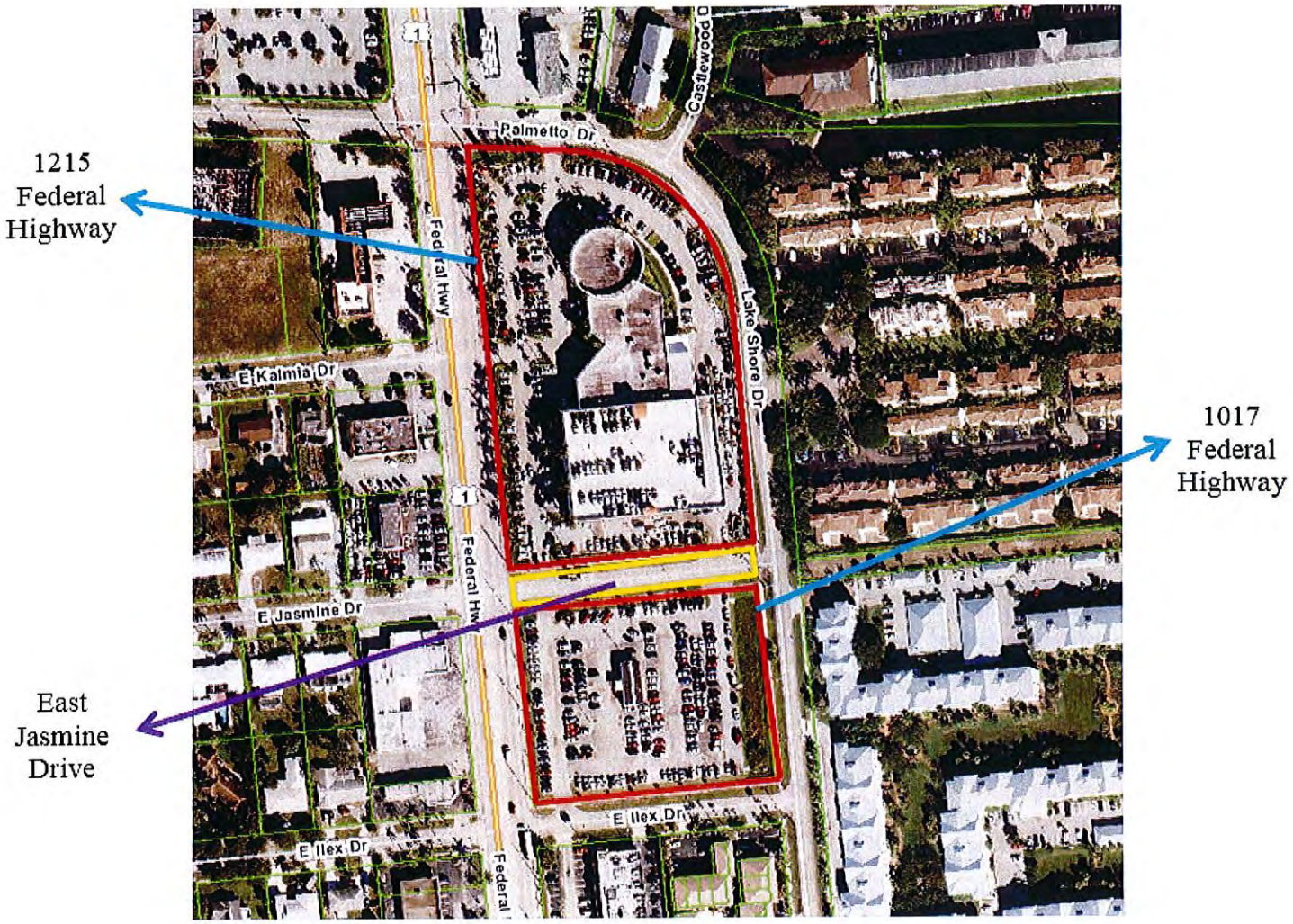
Exhibit "A"
Legal Description of the Subject Property

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highyway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.

Exhibit "B"
Location Map



Community

APR 17 2015

Development

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR LAND USE AMENDMENT

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

Date Received: 04-17-15

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

Applicant Name: **Earl Stewart LLC (Earl Stewart Toyota)** / Commercial Investments LLC
Agent Name (if applicable): **Anne Booth, Chris Barry and Urban Design Kilday Studios**
(Required to attach Town of Lake Park Agent Authorization Form)
Mailing Address: **610 Clematis Street, Suite CU02**
City **West Palm Beach** State **Florida** Zip Code **33401**
Telephone **(561) 366-1100** Fax **(561) 366-1111** E-Mail **Abooth@udkstudios.com**
Legal Description of property covered by petition: Lot **Street ROW for Jasmine Drive located between US Highway 1 and Lake Shore Drive**
Block **n/a** Plat **Kelsey City Plat** (Attach separate sheet if necessary)
Property I.D. Number **n/a**

GENERAL INFORMATION ABOUT PROPERTY AND REQUEST

1. Size of property (square feet or acreage): **.49 ac**
2. Highway and street boundaries or address: **Bound on the east by Lake Shore Drive and on the west by US Highway 1**
3. Existing Comprehensive Plan Use Classification: **ROW**
4. Requested Comprehensive Plan Land Use Classification: **Commercial**
5. Existing Zoning District Classification: **ROW**
6. Describe any structure or uses currently located on the property: **The property is currently a road right-of-way**

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

7. Specific information on requested zoning change.
   (X) Map showing property subject to this Application

(X) List of Names and mailing address of property owners located within 300 feet of the property subject to this Application

(X) Notarized affidavit of owner authorizing Applicant to act as his/her agent to submit Application for rezoning.

8. Applicant's statement of explanation, needs and reasons for the requested changes:
(Attach additional sheets if necessary)

___The applicant has requested that the right-of-way be abandoned. In accordance with the Land Development Regulations and the Future Land Use Plan, if abandoned, the ROW will need to be given a Land Use Plan designation. The adjacent properties are commercial therefore the proposed FLUP designation will be consistent with the adjacent properties.___

9. Applicant's response to the following:
(Attach additional sheets if necessary)

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

a. That the requested change would not have an adverse effect on the Comprehensive Plan.

_The proposed Land Use Plan Designation will be consistent with the adjacent land use designations and consistent with the Comprehensive Plan requirements for compatibility of adjacent designations.

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

__The existing land use pattern is commercial on either side of the right-of-way.

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

The proposed abandonment will allow for substantial improvements to the site and the public infrastructure. The applicant has submitted all supporting documentation as part of the applications for site plan and PUD applications concurrently being reviewed.

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

The proposed change will improve site circulation and the safety of the employees and the customers of the auto dealership. Further improvements to the access points and restrictions proposed on truck traffic will improve the safety of the public using Lake Shore Drive.

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

The proposed ROW abandonment and FLUP designation will allow development of a proposed expansion project which will enclose existing facilities to reduce noise, improve circulation, add landscape buffers, and other public amenities.

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

_The property is currently a road right-of-way. In accordance with the Land Development Regulations and the Comprehensive Plan, the abandonment of the ROW requires a FLUP designation be assigned to the site.

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

_The proposed abandonment and improvements to the site will increase the tax revenue, allow for a safer site design and circulation, improve drainage quality, exceed the landscape and buffer requirements, limit the intensity of development and improve the overall esthetic quality of the site for the betterment of the community.

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

_The current use of the land does not generate any cost benefit to the Town. Abandonment and incorporation of the ROW into the project site will allow the Town to collect additional tax revenue on the abandoned ROW as well as for the proposed improvements to the site. All expenses associated with the improvements to the infrastructure will be at the cost of the applicant. The applicant will also pay the Town for the abandonment of the ROW.

REQUIRED SIGNATURES

My signature on this document affirms that I understand and have complied with the provisions and regulations of the Code of Ordinances of the Town of Lake Park, Florida. I further certify that all of the information contained within this Application and all the documentation submitted herewith is true to the best of my knowledge. Furthermore, I understand that the Application, attachments and review fees become part of the Official Records of the Town of Lake Park and are not returnable.

APPLICANT Signature	Earl Stewart Print Name	4/15/15 Date
AGENT Signature	Anne Booth Print Name	4/15/15 Date
PROPERTY OWNER Signature *(If statement of authority is not attached)*	Earl Stewart Print Name	4/15/15 Date

Revised: October 30, 2013

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, Earl Stewart, have read and understand the regulations above regarding cost recovery.

Property Owner Signature

4/15/15

Date

EXHIBIT "A"

That portion of Jasmine Drive f/k/a Avenue "J", as shown on the Plat of Kelsey City (now known as Lake Park), as recorded in Plat Book 8, Page 15 and Plat Book 8, Page 35, Public Records of Palm Beach County, Florida, bounded on the North by the South line of the Plat of Stewart Toyota, according to the map or plat thereof as recorded in Plat Book 100, Page 148, Public Records of Palm Beach County, Florida, bounded on the South by the North line of Lots 1 and 22, Block 121, of Kelsey City, (now known as Lake Park) as recorded in Plat Book 8, Page 15 and Plat Book 8, Page 35, Public Records of Palm Beach County, Florida, bounded on the East by the Southerly extension of the East line of the Plat of Stewart Toyota, according to the map or plat thereof as recorded in Plat Book 100, Page 148, Public Records of Palm Beach County, Florida, bounded on the West by the Southerly extension of the West line of Stewart Toyota, according to the map or plat thereof as recorded in Plat Book 100, Page 148, Public Records of Palm Beach County, Florida.

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

Before me, the undersigned authority, personally appeared **EARL STEWART**, who being sworn on oath, deposes and says:

That, he is the **AUTHORIZED SIGNATORY** of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, which are the owner of certain properties and Developer of the Earl Stewart Toyota Development as described in the attached legal description: *(See attached Exhibit A)*

1. That he is authorized to act on behalf of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, with regard to this application; and,

2. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, is requesting modifications to the existing development approvals for Earl Stewart Toyota and as more specifically described in the attached Exhibit A; and,

3. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, has appointed **ANNE BOOTH, CHRIS BARRY and URBAN DESIGN KILDAY STUDIOS** to act as Agent on its behalf to accomplish the above; and,

4. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, and/or its successors or assigns, commits to proceed with the proposed development in accordance with the Ordinances and Resolutions of approval and such conditions and safeguards as may be set by the Town Commission in such Ordinances and Resolutions; and,

5. That **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, or its successors or assigns, commits to complete the development according to the plans approved by such Ordinances and Resolutions, and to continue operating and maintaining such area, functions, and facilities as are not to be provided, operated or maintained by the Town of Lake Park pursuant to written agreement; and,

6. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, commits to bind any successors in title to any commitments made in the approval.

EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC

By: _____ Earl Stewart III / General Manager
Signature **Printed Name** **Title**

Sworn to and subscribed before me this 13th day of March, 2014.

_____
Notary Public, State of Florida

(Notary Seal)

MARCY E. HOLDEN
MY COMMISSION # EE 164210
EXPIRES: March 1, 2016
Bonded Thru Notary Public Underwriters

Commission Number _____

My Commission Expires: _____

Community

MAR 2 6 2014

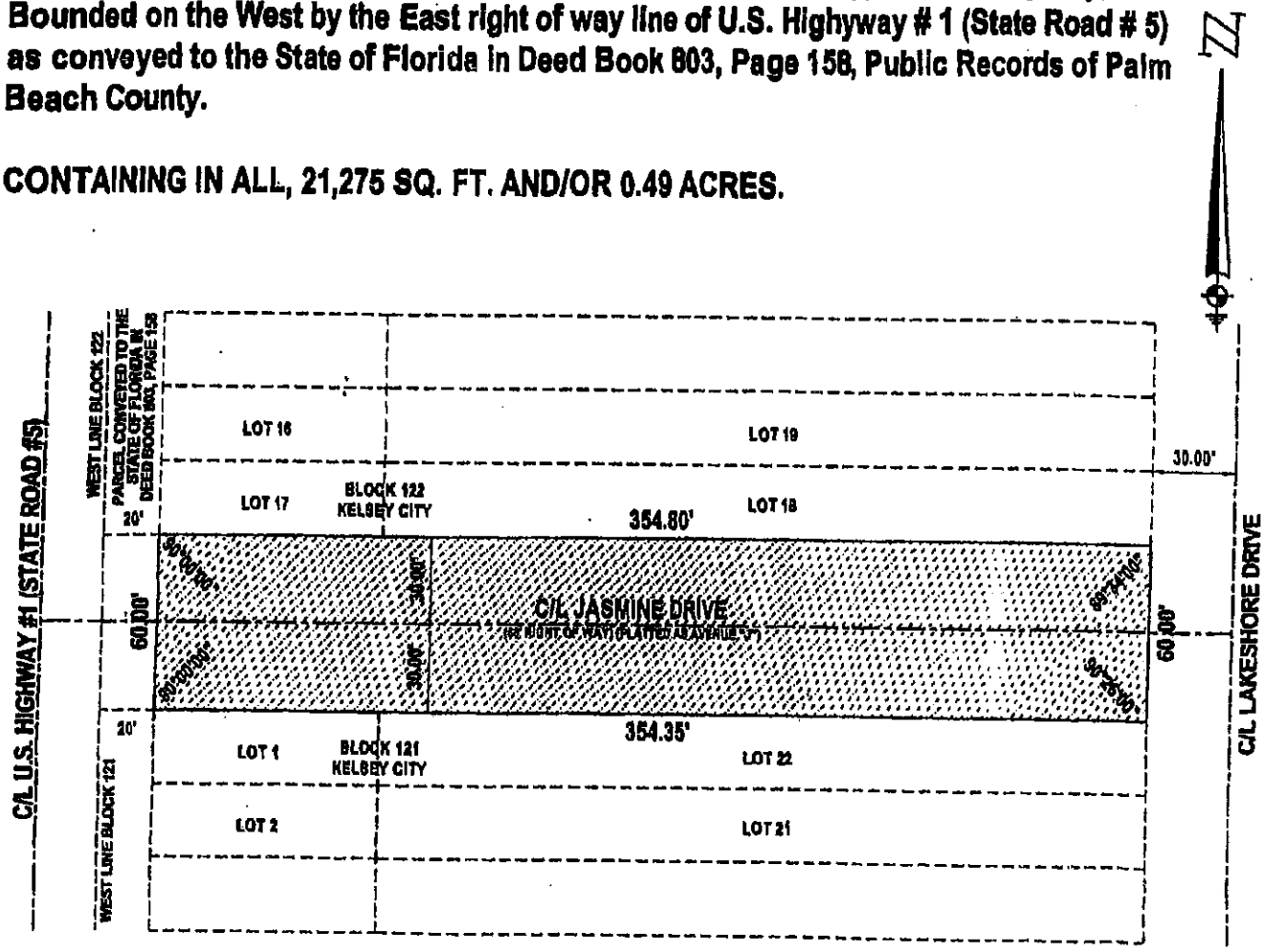
Development

LEGAL DESCRIPTION (Proposed Jasmine Drive Abandonment)

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highyway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.



THIS SKETCH IS NOT A SURVEY

SHEET 1 OF 1

THIS INSTRUMENT WAS PREPARED BY:
IN THE OFFICES OF DONALD D. DANIELS, INC.
FLORIDA CERTIFICATE L.B. NO. 4165
725 NORTH A1A SUITE C111
JUPITER, FL 33477 PHONE (561) 747-9894

DONALD D. DANIELS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 2608

SCALE: 1"=60'

DWG. NUMBER: 95-147.8

DATE: JUNE 18, 2004

The Palm Beach Post
Real News Starts Here

RECEIPT

LEGAL NOTICE OF PUBLIC HEARINGS
TOWN OF LAKE PARK, FLORIDA

HISTORIC PRESERVATION BOARD MEETING

Please take notice and be advised that the Historic Preservation Board will hold a public hearing on Monday, May 4, 2015, at 7:00 p.m., or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, for a Special Certificate of Appropriateness for the installation of exterior 2nd-floor railings and hurricane shutter tracks at 318 Hawthorne Drive, a property which is designated historic at a local level. Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Historic Preservation Board with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez
PUB: The Palm Beach post -
Friday, April 24, 2015

LOCAL PLANNING AGENCY MEETING
Please take notice and be advised that the Local Planning Agency will hold a public hearing on Monday, May 4, 2015, at 7:00 p.m., or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, to consider the 20-Year Water Supply Facilities Work Plan Updates of the Comprehensive Plan which is required to be updated by Florida Statute; AND
Please take notice and be advised that the Local Planning Agency will also hold a public hearing on Monday, May 4, 2015, at 7:00 p.m., or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, to consider the Future Land Use Map Amendment for a 0.49 acre portion of the East Jasmine Drive Right-of-Way between Federal Highway and Lake Shore Drive in the Town of Lake Park, from a public right-of-way to a Commercial/Residential Land Use designation. Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Local Planning Agency with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez
PUB: The Palm Beach Post –
Friday, April 24, 2015 #411361

CLEARINGHOUSE NOTICE OF PROPOSED AMENDMENT

TO: North Palm Beach, Palm Beach Gardens, Riviera Beach, Palm Beach County, TCRPC, PBC School Board

FROM: Anna Yeskey, Clearinghouse Coordinator

DATE: April 22, 2015

As a participant local government, this memorandum serves as notice of the following comprehensive plan amendment(s):

Initiating Local Government: **Town of Lake Park**

Reference #: **LKP-7 (East Jasmine Dr)**

Date of local planning agency hearing for the proposed amendment: **May 4, 2015**

Date of public hearing at which the proposed amendment will be transmitted: **June 17, 2015**

Nature of plan amendments as you have indicated is desired for review:

- adjacent cities
- Palm Beach County
- amendments relating to traffic circulation or the roadway networks
- amendments relating to affordable housing
- Amendments related to the following elements:
- [x] land use
- traffic circulation
- mass transit
- ports and aviation
- housing
- infrastructure_____sub-elements
- coastal management
- conservation
- recreation and open space
- intergovernmental coordination
- capital improvements
- other_____

Instructions: Should you have any objections to these proposed amendments, please respond at least 15 days prior to the transmittal hearing as scheduled.

EXECUTIVE SUMMARY FOR COMPREHENSIVE PLAN AMENDMENTS

DATE: **April 20, 2015**

Reference Name: **East Jasmine Drive Right-of-Way**

General Information

Initiating Local Government: **Town of Lake Park, Florida – 535 Park Avenue 33403**
Nadia Di Tommaso, *Community Development Director-(561)881-3319*

Applicant/Agent: **Urban Design Kilday Studios (Agent) on behalf of Earl Stewart LLC and Commercial Investments LLC (Applicant)**
Telephone/Fax: **Anne Booth and Chris Barry – Phone (561)366-1100; Fax (561) 366-1111**

Proposed Comprehensive Plan MAP Amendments

General Summary of Amendments:

____ amendments relating to traffic circulation or the roadway networks
____ amendments relating to affordable housing
Amendments related to the following elements:
_X__ land use
____ traffic circulation
____ mass transit
____ ports and aviation
____ housing
____ infrastructure_____sub-elements
____ coastal management
____ conservation
____ recreation and open space
____ intergovernmental coordination
____ capital improvements
____ other_____

Summary of addition (s) to adopted comprehensive plan: **No Additions.**_____

Summary of proposed change (s) to adopted comprehensive plan: **Urban Design Kilday Studios is proposing the expansion of the Earl Stewart Toyota dealership located at 1215 Federal Highway in the Town of Lake Park. This expansion also includes an application to abandon a 0.49 acre portion of East Jasmine Drive. This Future Land Use Map amendment proposed to change the existing public right-of-way to *"Commercial and Residential"* land use designation so that the land use remains consistent with the remainder of the Federal Highway corridor.**

Proposed Amendments to the Future Land Use Map

Location of proposed map amendment (include a location map): **See above.**

Size of Area Proposed for Change (acres): **0.49 acres.**

Present Future Land Use Plan Designation (include a density/intensity definition):
Public Right-of-Way

Proposed Future Land Use Designation (include a density/intensity definition):

Commercial and Residential Land Use Designation: Lands and structures devoted to promoting a compatible mix of residential at up to 20 units per gross acre and commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares. Public schools are a permitted use within this land use designation. Residential uses shall comprise no less that 20 percent, or no more than 80 percent, of the floor area of any vertical mixed use building, and no less than 20 percent and no more than 8-0 percent of the buildings on a development site or block face.

Present Zoning of Site (include a density/intensity definition):
Public Right-of-Way

Proposed Zoning of Site (include a density/intensity definition): **Planned Unit Development (PUD) with underlying Commercial-1 (C-1). Density is regulated by land use and is set at an FAR of 2.4. A maximum of 50 feet or 4 stories is permitted under the PUD designation. The underlying C-1 allows a maximum of two stories or 30 feet. Commercial-only developments are permitted as long as they are proposed as a PUD.**

Present Development of Site: **Vacant – Roadway.**

Proposed Development of the Site: **Commercial Dealership Expansion – to be incorporated with adjacent parcels as part of an overall Commercial Planned Unit Development.**

Is proposed change a Development of Regional Impact? **No.**

COMPREHENSIVE PLAN CHANGE PROCESSING

Date/Time/Location Scheduled for Local Planning Agency Public Hearing: **May 4, 2015**

Date/Time/Location Scheduled for Governing Body Public Hearing for Adoption:
(Tentative) June 17, 2015

Scheduled Date for Transmittal to Department of Economic Opportunity (Division of Community Development): **(Tentative) June 18, 2015**

Sign #1 April 27, 2015

Sign #2 April 27, 2015

Sign #3 April 27, 2015

Sign #4 April 27, 2015

Sign #5 April 27, 2015

Sign #7 April 27, 2015

Sign #8 April 27, 2015

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** Tab 4

Agenda Title: ORDINANCE TO REZONE 1017 FEDERAL HIGHWAY FROM COMMERCIAL-1 (C-1), TO PLANNED UNIT DEVELOPMENT (PUD) AND TO ASSIGN A PUD ZONING DISTRICT DESIGNTATION TO A 0.49-ACRE PORTION OF THE EAST JASMINE DRIVE RIGHT-OF-WAY.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING – QUASI-JUDICIAL - ORDINANCE ON 1st READING
(continued from April 1, 2015 meeting)
[ ] NEW BUSINESS
[ ] OTHER

Approved by Town Manager _____ **Date:** 5/12/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Application Fee and Ad will be placed prior to 2nd reading - signs also posted around the property.** Funding Source: **Applicant** Acct. **# 4771** [ ] Finance _____	**Attachments:** ➔ **Ordinance 03-2015** ➔ **Applicant Application** ➔ **Regular Mail Notice and Sign Postings**
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] 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__*ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

STAFF REPORT

SEQUENCE OF APPLICATIONS RELATED TO THE EARL STEWART TOYOTA PROPOSED PLANNED UNIT DEVELOPMENT (PUD) EXPANSION:

(1) Abandonment Application for a 0.49-acre portion of East Jasmine Drive
(2) Future Land Use Map Amendment for a 0.49-acre portion of East Jasmine Drive from a public Right-of-Way to a Commercial/Residential land use designation
(3) Rezoning of a 0.49-acre portion of East Jasmine Drive from a public right-of-way to a PUD and the Rezoning of 1017 Federal Highway from Commercial-1 (C-1) to PUD
(4) Site Plan application for the expansion of the existing dealership and the special exception use of a vehicles sales establishment.

The above applications will be presented as a "package" however, they will require separate motions in the order listed above—All resident letters received have been included with the Site Plan item

OVERALL PROPOSAL: Urban Design Kilday Studios ("Applicant") as the authorized agent for Stewart Toyota LLC and Commercial Investments LLC (together referred to herein as "Owner") is proposing to expand the dealership onto the 0.49-acre portion of East Jasmine Drive and the 1017 Federal Highway property. The dealership currently operates out of 1215 Federal Highway, which is owned by Earl Stewart, LLC and 1017 Federal Highway (the former Journey's Inn/Colonial restaurant property), owned by Commercial Investments, LLC for the storage and display of vehicles.

APPLICATION FOR REZONING

The Application to expand the PUD boundaries to include the property at 1017 Federal Highway and the East Jasmine Drive right of way requires the rezoning of these two properties: (1) the rezoning of 1017 Federal highway from Commercial-1 (C-1) to a Planned Unit Development (PUD) District, and (2) the assignment of a Planned Unit Development District to the 0.49-acre portion of East Jasmine Drive.

Consistency with Town Zoning Code:

As part of the proposed development for the site, the Applicant has applied to rezone the right-of-way and the parcel immediately south of the right of way, which has an address of 1017 Federal Highway. The rezoning is necessary in order to incorporate this overall area into the PUD zoning district designation which has already been assigned to the Earl Stewart Toyota property located at 1215 Federal Highway. Additionally, this rezoning includes a separate Master Site Plan application whereby the Applicant proposes a 3-Phase development plan which is a requirement of the PUD and will be considered as a separate agenda item for approval.

Consistency with the Town's Comprehensive Plan:

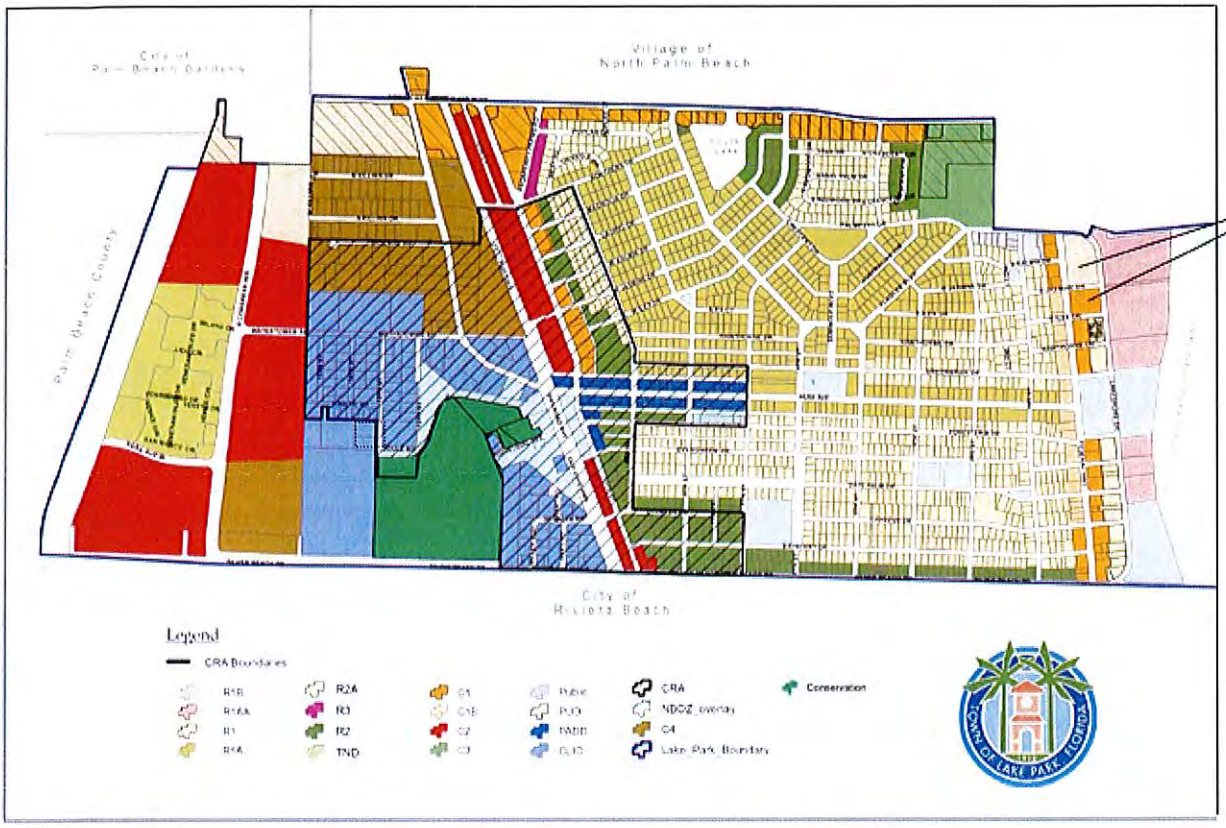
1017 Federal Highway has a future land use designation of Commercial/Residential which allows for commercial-only PUD developments without a residential component. The proposed expansion of the vehicle sales dealership with a PUD designation is consistent with this future land use designation. The 0.49-acre portion of East Jasmine is also being considered for a future land use map designation of Commercial/Residential and this rezoning is contingent upon the approval of this land use assignment.

Figure 1: Aerial View of Existing Site
(image not to scale; for visual purposes only)

Figure 2: Aerial Image of Site with Proposed Boundaries

The East Jasmine Drive right-of-way is being considered separately for abandonment approval. If approved by the Town Commission, a future land use map amendment and rezoning of this area is required.

LAKE PARK ZONING MAP



Adjacent Zoning *1215 AND 1017 Federal Highway:*

North:	Village of North Palm Beach
South:	Commercial 1 (C-1) Business District/Residential-2A
East:	Residential 1AA
West:	Commercial 1 (C-1)/Commercial 1B Business District

Existing Zoning:

1215 Federal Highway: Planned Unit Development (PUD) with underlying Commercial-1 Business District (C-1)

1017 Federal Highway: Commercial-1 Business District (C-1)

PLANNING & ZONING BOARD considered this application at their February 2, 2015 and March 2, 2015 meetings. The items was continued on February 2, 2015 and recommended for APPROVAL (3-1) to the Town Commission on March 2, 2015. Excerpts of the minutes from these meetings are included with the Site Plan agenda item.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 03-2015 on 1st READING WITH THE CONDITION OF APPROVAL AS LISTED IN THE PROPOSED ORDINANCE.

ORDINANCE NO. 03-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THAT 0.49 ACRE PORTION OF EAST JASMINE DRIVE EAST OF FEDERAL HIGHWAY AND THE PROPERTY AT 1017 FEDERAL HIGHWAY TO THE PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING FOR THE AMENDMENT OF SECTION 78-32 OF THE TOWN CODE TO REFLECT THE REZONING OF THESE PROPERTIES IN THE TOWN'S OFFICIAL ZONING MAP; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is the owner of that 0.49 acre portion of East Jasmine Drive situated east ofFederal Highway, as legally described in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, Commercial Investments LLC is the owner of the property located at 1017 Federal Highway; and,

WHEREAS, the Town's and Commercial Investments LLC's properties (collectively referred to as the Property) are shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

WHEREAS, the Town's existing Zoning Map has the 0.49-acre portion of the property identified as East Jasmine Drive and the property located at 1017 Federal Highway as having a Commercial-1 (C-1) zoning district designation; and,

WHEREAS, the Town Commission has determined that a rezoning of the Property to the PUD Zoning District would be consistent with the Future Land Use designation which has been assigned to the Property by the Town's Comprehensive Plan.

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

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

Section 2. The Town Commission hereby assigns a Planned Unit Development zoning district designation to the 0.49-acre portion of East Jasmine Drive and rezones 1017 Federal Highway from Commercial-1 (C-1), to Planned Unit Development.

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

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

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

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

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

Exhibit "A"
Legal Descriptions

East Jasmine Drive

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

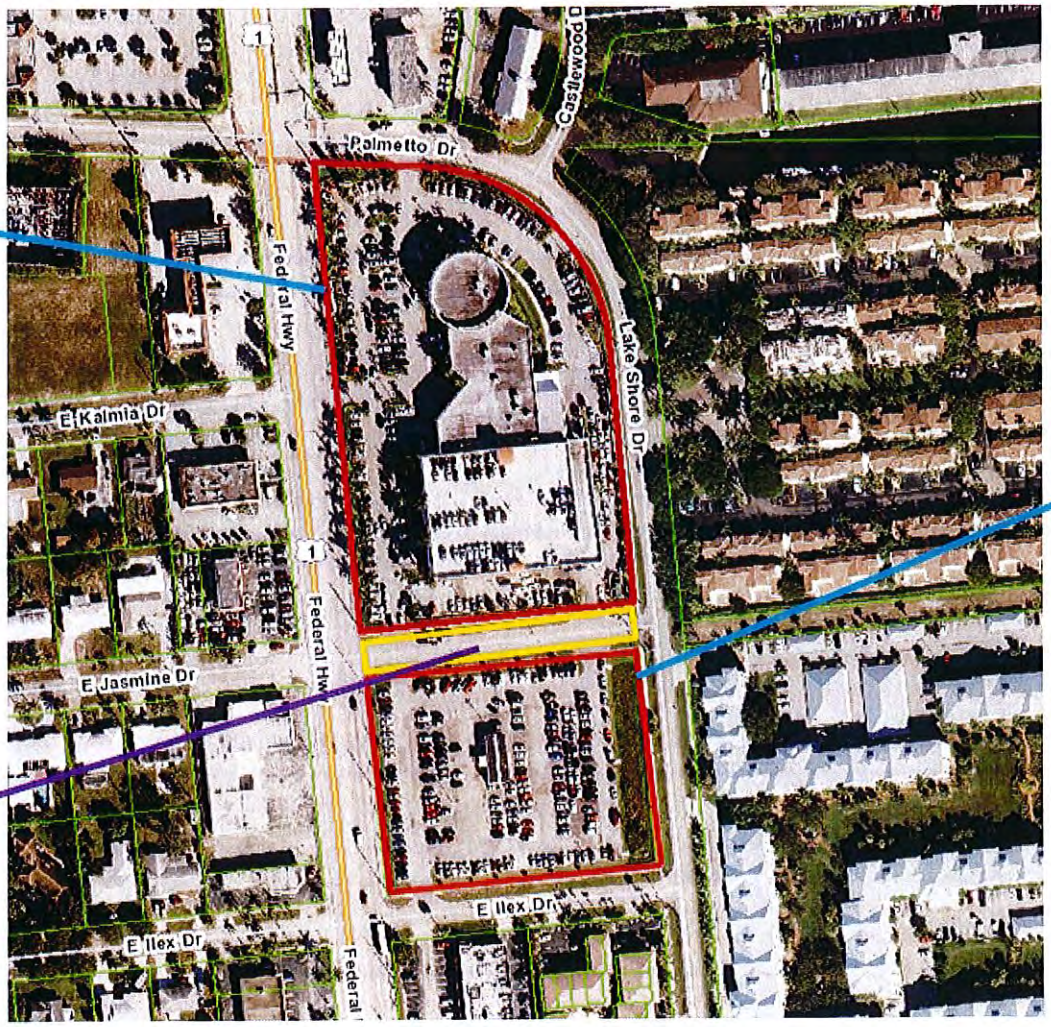
CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.

1017 Federal Highway

THOSE PORTIONS OF LOTS 1 TO 9 AND 26 TO 42 (INCLUSIVE) OF BLOCK 122, KELSEY CITY (NOW LAKE PARK), FLORIDA, AS PER PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTHERLY BOUNDARY OF LOT 42 OF BLOCK 122 OF KELSEY CITY (NOW LAKEPARK), FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 35, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, INTERSECTS THE PRESENT EASTERLY BOUNDARY LINE OF U.S. HIGHWAY NO. 1 AS NOW ESTABLISHED (WHICH EASTERLY BOUNDARY LINE IS FIXED AND ESTABLISHED BY CONVEYANCE TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 803, PAGE 158, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE RUNNING SOUTH ALONG THE SAID EASTERLY BOUNDARY LINE OF SAID U.S. HIGHWAY NO. 1 A DISTANCE OF 400 FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE SOUTHERLY BOUNDARY LINES OF LOTS 17 AND 18 OF SAID BLOCK 122 TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE NORTHERLY AND WESTERLY FOLLOWING SAID BOUNDARY LINE OF LAKE SHORE DRIVE TO THE POINT OF BEGINNING.

Exhibit "B"
Location Map



TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

① Site plan with special exception use
② Rezoning

APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT

* (Rezoning)

For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements*

Project Name: Earl Stewart Toyota PUD

Project Address: 1017/1215 Federal Highway

Property Owner: Commercial Investment, LLC and Earl Stewart, LLC

APPLICANT INFORMATION:

Applicant Name: Anne Booth, Principal, Urban Design Kilday Studios

Applicant Address: 477 S. Rosemary Avenue, Suite 225, West Palm Beach, FL 33401

Phone: (561) 366-1100 **Fax:** (561) 366-1111 **E-Mail:** abooth@udkstudios.com

SITE INFORMATION:

General Location: Southeast corner of Federal Highway (U.S. 1) and Lake Shore Drive

Address: 1017/1215 Federal Highway

Zoning District: PUD/C-1 **Future Land Use:** Commercial Residential **Acreage:** 7.19

Property Control Number (PCN): 36-43-42-20-01-121-0010 & 36-43-42-21-27-000-0000

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	R-3/C-1 (NPB)	Islamic Center of Palm Beach & Sunoco	House of Worship/C-Store w/Gas Sales
East	R-1AA	Bay Reach & Mariner's Key	Condominiums
South	R-2A/C1	Cedar Crest & Variety of Commercial Businesses	Condominiums & Variety of Commercial Businesses

Community
JAN 2 8 2015

West	C1B	Variety of Commercial Businesses	Variety of Commercial Businesses

JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed).

1. Please explain the nature of the request:

Please see attached justification statement.

2. What will be the impact of the proposed change to the surrounding area?

Please see attached justification statement

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements? LD and comprehensive plan.

Please see attached justification statement

LEGAL DESCRIPTION:

The subject property is located approximately 0 mile(s) from the intersection of Federal Highway (U.S.1) and Lake Shore Drive, on the ____ north, X east, _____south, _____ west side of the Federal Highway (U.S.1) (street/road).

Legal Description: See attached Survey.

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.

see attached — March 14, 2014

OWNER/APPLICANT Signature — Date

EARL STEWART TOYOTA
JUSTIFICATION STATEMENT AND STATEMENT OF PUBLIC BENEFIT

urban design kilday STUDIOS

Request(s): Applications for Rezoning, Future Land Use Map Amendment, Special Exception Review & Site Plan Review for PUD Amendment (Reviewed Concurrently with an application for Abandonment of Right-of-Way)
Application Number: 4771
Planning & Zoning Board Submittal: January 28, 2015
Amended May 11, 2015

Urban Planning and Design
Landscape Architecture
Communication Graphics

OVERVIEW OF REQUESTS & PROPERTY INTRODUCTION

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, Urban Design Kilday Studios (UDKS) has prepared and hereby respectfully submits these applications for the approval of a Rezoning request, Future Land Use Map Amendment, Special Exception Review request and Site Plan Review for PUD Amendment request. These applications are being submitted concurrently with an Application for Abandonment (prepared by the Law Office of Jack B. Owen, Jr., P.A.) to abandon the Right-of-Way (R-O-W) of what is commonly referred to as East Jasmine Drive.

The subject 7.19-acre property is comprised of the following land areas:

- **Lots 1-22/Block 121 of Kelsey City Plat (PCN 36-43-42-20-01-121-0010):** 2.23 acres
- **Plat of Stewart Toyota (PCN 36-43-42-21-27-000-0000):** 4.47 acres
- **East Jasmine Drive R-O-W:** 0.49 acres

All of the land area described above is located within the municipal limits of the Town of Lake Park. The subject property is generally located at the southeast corner of the intersection of Federal Highway (aka U.S. 1) and Lake Shore Drive. The subject property has a Future Land Use (FLU) designation of Commercial Residential and is within the Planned Unit Development (PUD) Zoning District, in part (4.47 acres), and the C-1 Business District Zoning, in part (2.23 acres).

With the above applications the applicant is requesting to expand the boundaries of the existing Earl Stewart Toyota PUD to encompass the 2.23-acre parcel and the East Jasmine Drive R-O-W. Ultimately the applicant is proposing a 73,503 sf enclosed facility with 22,673 s.f. of outdoor sales area and 1,048 parking spaces broken down as follows:

- **Enclosed Floor Area:** 73,503 s.f.
  - **Sales/Administration:** 28,842 s.f.
    - **Existing Floor Area:** 19,195 s.f.
    - **Phase 1 Floor Area:** 2,195 s.f.
    - **Phase 2 Floor Area:** 7,452 s.f.

610 Clematis Street
Suite CU02
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035

activities, these structures were demolished in 2010 after the applicant was granted temporary approval to utilize the 2.23-acre parcel for auto sales.

The applicant had previously requested and been granted approval of the R-O-W abandonment on August 4, 2004 through Resolution No. 43-07-04; however, due to the economic downturn the applicant was not able to complete all of the required conditions of approval and the resolution expired. With the expiration of the resolution, the 0.49-acre land area reverted back to public R-O-W.

SURROUNDING USES

Below is a description of the uses on the adjacent developed properties to the north, south, east and west of the subject property. Note that the acreages and ownership information referenced in this section is per information obtained from the Property Appraiser of Palm Beach County's web site.

- **North:** To the north of the subject property, across the 60' R-O-W of Lake Shore Drive, are two (2) properties:
  - **PCN 68-43-42-16-01-000-2201:** This 0.7-acre property is currently owned by 100 North Federal Highway, LLC and is within the municipal limits of the Village of North Palm Beach (NPB). This property has a FLU designation of Commercial and is within the Village's C-1 Zoning District. The use of the site is a gas and convenience store along with a car wash (Sunoco);
  - **PCN 68-43-42-16-01-000-1960:** This 0.76-acre property is currently owned by First Church of Christ Scientists, Inc. and is within the municipal limits of the Village of NPB. This property has a FLU designation of High Density Residential and is within the Village's R-3 Zoning District. The use on the site is the Islamic Center of Palm Beach;
- **South:** To the south of the subject property , across the 60' R-O-W of Ilex Drive, are two (2) properties (details below):
  - **PCN 36-43-42-21-21-001-0000:** This 0.72-acre property is currently owned by the Cedar Crest Homeowners Association. This property has a FLU designation of Commercial Residential and is within the R2A Zoning District. The use of the site is residential apartments.;
  - **PCN 36-43-42-21-21-001-0000:** This 1.1-acre property is currently owned by Cromwell Properties. This property has a FLU designation of Commercial Residential and is within the C1 Zoning District and is developed with a commercial strip center;
- **East:** To the east of the subject property, across the 60' R-O-W of Lake Shore Drive, are three (3) residential properties (details below):
  - **Various PCN's:** This is the Bay Reach condominium development owned by a variety of individuals, etc. that has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;
  - **PCN 36-43-42-21-00-002-0060:** This 0.52-acre property is a 25' wide vacant strip of land currently owned by Susan Cohen. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District. The site is appears to be the south half of an abandoned East Jasmine ROW.;

- **PCN 36-43-42-21-00-002-0030:** This is the 208-unit Mariners Key apartment development owned by Mariners Key Owner, LLC. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;

- **West:** To the west of the subject property , across the 80' R-O-W of Federal Highway (U.S. 1), are nine (9) properties (details below):
  - **PCN's 36-43-42-20-01-044-0200/0270:** This 0.98-acre property is currently owned by the Chaves Lake Park Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is a Gas station and convenience store (7-11);
  - **PCN 36-43-42-20-01-043-0260:** This 0.52-acre property is currently owned by the Patricia/R W Silc & Sil Fir Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is a restaurant.;
  - **PCN 36-43-42-20-01-043-0210:** This 0.36-acre property is currently owned by the Warren B. Mosler Trust. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is auto sales;
  - **PCN 36-43-42-20-01-042-0230:** This 0.78-acre property is currently owned by New Rochelle Plaza. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is auto related;
  - **PCN 36-43-42-20-01-042-0210:** This 0.17-acre property is currently owned by Trim Endless Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is an upholstery workshop;
  - **PCN 36-43-42-20-01-041-0300:** This 0.16-acre property is currently owned by Edward & Cynthia Wollstein. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is Boca Bargoons a fabric outlet store;
  - **PCN 36-43-42-20-01-041-0230:** This 0.62-acre property is currently owned by L P Fabrics, Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is Boca Bargoons a fabric outlet store; and
  - **PCN 36-43-42-20-01-041-0210:** This 0.17-acre property is currently owned by Palms Building, LLC. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use mixed retail (900 Palms Building).

INTENSITY

Per the Future Land Use Classification System in the Town of Lake Park Comprehensive Plan the Commercial Residential FLU category calls for the following: "Lands and structures devoted to promoting a compatible mix of residential at up to 20 units per gross acre and commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares..." At a total of 7.19 acres the maximum 2.4 F.A.R would equate to a total of 751,671 s.f. of commercial uses. As detailed above the applicant is only

proposing a 73,503 sf commercial facility and a 142,452 sf garage which are well within the allowed F.A.R.

CONCURRENCY

Included with this application are the following documents related to the impact of the proposed project on public facilities:

- **Drainage:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed drainage system are provided. It should be noted that the storm water from this site will be retained and pretreated before being discharged into the Town's storm sewer system. Drainage that previously was part of the Jasmine Road ROW will be incorporated into the on-site drainage control system.

- **Traffic:** Please see Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 in which the conclusion states that "the project meets the Palm Beach County Traffic Performance Standards Ordinance and may be approved." The agent for the applicant will be submitting the analysis and Traffic Performance Standards (TPS) review fee directly to the Palm Beach County (PBC) Traffic Division and requesting issuance of the TPS Review Approval Letter confirming traffic concurrency.

- **Water/Wastewater:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed water/wastewater system are provided. It should be noted that the existing water lines will be updated and enlarged to better service the site and the surrounding properties.

PLATTING

The applicant intends to combine all three of the land areas previously described through the platting application.

PHASING

Pursuant to Town of Lake Park Code Section 78-77.2.(c) the applicant intends to develop the project in multiple phases as allowed by code. The enclosed plans provide details of each phase and below is a phasing schedule:

- Phases 1 and 2
  - **Commencement of Development:** As soon as possible
  - **Completion:**
    - Parking lot and landscape improvements for south lot: January 2016
    - Building Expansion and interior improvements: July 2017
- Phase 3
  - **Commencement of Development:** June 2020
  - **Completion:** December 30, 2021

SPECIAL EXCEPTION REVIEW STANDARDS

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

   RESPONSE: First and foremost, it should be noted that the dealership has existed since the mid to late 1970's; however, the provisions in Town of Lake Park Code Section 78-71 and Comprehensive Plan have been updated since the most recent approval in 2003 which now require the approval of a Special Exception application for the use. The subject property is designated Commercial Residential which is consistent with the use of the property, and the zoning designation of the site. Although the dealership predates the current codes and regulations, the existing and proposed development is consistent with the policies and objectives of the Town's Comprehensive Plan.

   Policy 1.5: *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service (LOS) standards.*

   The redevelopment of both the 1017 Federal Highway parcel and the current dealership will increase the Town's overall tax base. In addition to adding land area to the tax role that was previously un-taxed, the proposed improvements will also increase the taxable value of the site. There are no known natural or historic resources which would be adversely affected by the redevelopment. The proposed plan of development has been designed to minimize and reduce the noise and activity impacts of development to the surrounding residential communities. The proposed landscape buffers and open space far exceed code and will provide a buffer to the residents from the more active US Highway 1 corridor. Lastly, as detailed in the Concurrency section above, the proposed project is within the adopted LOS standards.

   Objective 5: *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

   The proposed expansion of the special exception use promotes infill development in a manner that is consistent with the commercial uses of the Federal Highway corridor and does not negatively affecting the existing neighboring residential and commercial uses. The proposed development plan and concessions made by the applicant will reduce existing noise levels, improve parking and circulation, reduce access points, eliminate car truck deliveries from Lake Shore Drive and increase the landscaping and buffering provided to the adjacent properties.

Policy 5.2: *The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

The property at 1017 Federal Highway is currently underutilized as it has been used as a temporary surface parking lot supporting used vehicle sales for the dealership. The current temporary use cleaned up and replaced the Journey's Inn and restaurant uses on the site which were declining and had questionable activities.

The proposed use will enhance the overall esthetic qualities of the site by improving the landscape buffers, reduce the existing noise impacts and make drainage and utility improvements which will improve the neighborhood.

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics. Furthermore, the modified development plan will be in compliance with the PUD objectives and standards. The proposed plan of development will reduce the existing non-conformities by replacing one of the existing non-conforming signs and reduce the number of access points.

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

   RESPONSE: Per the Town of Lake Park Staff Report that detailed the requests eventually approved by Resolution No. 14-05-03 Staff had concluded that, "Generally the proposal is compatible with the surrounding uses." While the applicant is requesting approval of the special exception use in response to updated codes, it has existed for nearly 40 years along the US Highway 1 corridor and is surrounded to the North, South and West by commercial development. The proposed development plan will continue to be compatible with the surrounding properties that support retail uses within the C-1 Business District along Federal Highway between Palmetto Drive and East Ilex Drive. Also, the proposed redevelopment will be architecturally compatible with the character and uses of the existing dealership as well as the Town's Architectural Guidelines.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to

the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

RESPONSE: The use has been established for nearly 40 years. The applicant is requesting approval of a Special Exception Review application in response to a code change that occurred after the most recent approval was granted on May 21, 2003. This is a request to expand the dealership from the current square footage of 45,208 square feet to 73,503 square feet (plus a 142,452 sf garage). This additional square footage will be for sales/administration and service bays/storage, which are the same types of operations currently on the site. The proposal will add a car wash and a 5-story garage that don't currently exist; however, these are accessory structures and uses common to a dealership. The proposed improvements will update and modernize the dealership, enclose noise generating operations, provide parking that is needed to accommodate the current level of use as well as future growth for a dealership that has existed for nearly 40 years. The site is currently being used for the same functions and use therefore the result of the application approval will not be an expansion, change or proliferation of the same or similar types. The surrounding US Highway 1 corridor area is fully developed with a variety of commercial uses. The proposed improvements may help to motivate surrounding commercial developments to update or upgrade their development as has happened in other communities.

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

RESPONSE: The Special Exception will not have a detrimental impact on surrounding properties as (a) there will be a maximum shift of 75 employees on site and customers (number will vary depending on day/time of the week), (b) the potential nuisance from the maintenance, repair and/or cleaning of vehicles will be mitigated by the fact that these uses will be done in enclosed areas and (c) as shown in the enclosed Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 the combined total of peak hour trips entering the property will be 53 cars (AM)/37 cars (PM) and leaving the property will be 10 (AM)/35 (PM). As such, this shows that the average will be 0.75 cars entering the property every minute during the peak hour and 0.38 cars leaving the property every minute during the peak hour, or an overall average of 0.57 cars per minute. Furthermore, the applicant is requesting to close one of the existing driveways in the northeast corner of the subject property which will lessen the impact on the neighboring residential properties. Lastly, and most important, the proposed

redevelopment will improve the appearance of the dealership through architectural treatments and an increased landscape buffer.

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

   RESPONSE: (a) The proposed garage in the southeast corner of the subject property will be similar in height to the surrounding residential structures it will be separated from those structures by approximately 106 feet (to the south) and 107 feet (to the east). A shadow study has been done that shows that the adjacent properties will not be impacted by the shadow of the building. The proposed garage is 34'6" in height on the east side which is 15'6" less than the 50' height allowed by the PUD sections of the Land Development Regulations. In addition the proposed plan provides for 25' buffers with significant landscaping along the Lake Shore Drive and East Ilex Drive ROW's. (b) The use has existed for nearly 40 years and the surrounding property values have been based on the fact that this use was in place. The applicant understands that the property values have increased as a result of previous improvements made. The proposed improvements will increase the taxable value and improve the esthetic quality of the site. The improvements will allow the dealership to thrive and grow which will maintain the health and vitality of the area. (c) The proposed development plan for the subject property should act as a catalyst for the improvement, development or redevelopment of surrounding properties. (d) There are no natural systems that will be negatively impacted by the proposed development. (e) As part of the approval granted through Resolution No. 14-05-13 the applicant provided an enhanced pedestrian area on the east side of the 4.47-acre parcel which will remain and be extended around the south side of the site. In addition, the applicant is proposing a public bus shelter along the US Highway 1 Corridor. The site will include internal connections to the public sidewalk that runs around the entire site.

SITE PLAN REVIEW FOR PUD AMENDMENT STANDARDS

The nature of the request is for the following amendments to the site plan that was previously approved through Resolution No. 14-05-03:

a. Reconfigure the Site Plan;
b. Add land area (2.72+/- acres);
c. Reconfigure access points as follows:
   - Delete one (1) existing access point in northeast corner of existing PUD;
   - Remove access points to East Jasmine Drive;

- Provide one (1) new access point to Lake Shore Drive (just south of current intersection of East Jasmine Drive and Lake Shore Drive);
- Provide one (1) new access point to Federal Highway (U.S. 1) along west property line (just north of current intersection of East Jasmine Drive and Federal Highway [U.S. 1]); and
- Maintain existing access point to Ilex Drive in southwest corner of 2.23-acre parcel.

d. Amend the enclosed floor area as follows:
   - **Sales/Administration:** +9,434 s.f. (from 19,408 s.f. to 28,842 s.f.) (note that while the square footages listed above show an existing s.f. of 19,297, Resolution No. 14-05-03 allowed up to 19,408 s.f.);
   - **Service Bays/Storage:** +7,580 s.f. (from 37,081 s.f. to 44,661 s.f.) (note that while the square footages listed above show an existing s.f. of 25,911, Resolution No. 14-05-03 allowed up to 37,081 s.f.) and +23 service bays (from 25 service bays to 48 service bays);

e. Increase the Outdoor Sales Display Area by 5,566 s.f. (from 17,107 s.f. to 22,673 s.f.);

f. Increase the number of employee/customer parking spaces by 68 spaces (from 151 spaces to 219 spaces).

Below are responses to the two questions referred to in the attached application:

1. *What will be the impact of the proposed change to the surrounding area?*

   RESPONSE: Allowing the applicant to redevelop the subject property should have a positive impact on the surrounding area in that it will combine two properties (along with the East Jasmine Drive R-O-W) currently utilized by the applicant for vehicle sales and rental into one unified development. This will not only create a unified architectural theme but will also create a consistent landscape theme that will enhance the view from surrounding properties. The height/mass of the proposed parking garage will be mitigated by architectural design and the additional landscaping provided. The proposed improvements will enclose noise producing activities, provide needed parking to eliminate the use of ROW areas, eliminate the use of Lake Shore Drive for transport truck deliveries, improve drainage and utility services to the surrounding areas, reduce the hours of car deliveries, improve security, reduce noisy activities on the site, minimize development and increase open space in comparison to uses allowed by right on the site, provide a public bus shelter, expand the parkway treatment along the Lake Shore and Ilex Drive Rights-of-ways and reduce the existing non-conformities of the site.

2. *How does the proposed Project comply with the Town of Lake Park's zoning requirements?*

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics.

Furthermore, see table below that details compliance with the other sections of the code:

ZONING REQUIREMENTS COMPLIANCE CHART				
Standard	**Requirement**	**Existing**	**Proposed**	**Compliance**
Min. Site Area	80,000 s.f.	4.47 acres	7.19 acres (313,196 s.f.)	Yes
Max. Bldg. Ht.	4 stories or 50'	33'	45.5'	Yes
Min. Open Space	15%	Unknown	20%	Yes
Front Setback	25'	93'	93'	Yes
Side (facing street) Setback	15'	87'	25'	Yes
Rear Setback	15'	48'	25'	Yes
Display Parking Setback	25'	15'	15'	Approved Waiver
Employee/ Customer Parking	204 spaces	151 spaces	219 spaces	Yes
Standard Parking Space Dimensions	10' X 18.5'	10' X 18.5'	10' X 18.5'	Yes

PUBLIC BENEFIT

The expansion of the existing Earl Stewart PUD will promote and support continued success of this long standing business in the Town of Lake Park. The proposed redevelopment will address operational constraints of the existing dealership and the redevelopment of the site will address the ceasing of the temporary use of the 2.23-acre parcel. Following are a list of some of the proposed public benefits of this project if approved:

- Increased property values and tax base for Town (Additional land area as well as site improvements)
- Payment to Town for ROW ($300,000)
- Improvements to the drainage system of Lake Shore Drive (Proposed drainage plan will incorporate approximately 22,000 cubic feet of runoff onto the site which currently flows directly into Jasmine Drive during a 25 year storm. The redirection of this water is intended to reduce the flooding on Lake Shore Drive.)
- Improvements to utility system for surrounding properties (Extension of 8" water main across US Highway 1 will include connection to the existing 6" water main in Lake Shore Drive. This improvement is anticipated to improve water service to the entire system east of Lake Shore.)

- New jobs (The applicant intends to hire 30-40 new employees as part of the proposed expansion)
- LEED Certification and educational opportunities for local students (The applicant intends to meet LEED Certification requirements which far exceed Town standards. In addition, there are anticipated to be opportunities for educational components to be added to the layout and design.)
- Enclosure of noise producing activities (Existing service areas will be enclosed which will substantially reduce existing noise levels).
- Elimination of noise producing activities (Removal of outdoor speakers and replacement of car locating procedures)
- Additional parking to alleviate congestion and overflow parking
- Restriction on use of Lake Shore Drive by vehicle transport trucks
- Increased landscape buffers and open space in excess of code requirements
- Reduction of curb cut access points
- Separation of active uses on the site from surrounding residential communities
- Reduction of height and lot coverage as allowed by code
- Reduction of existing signage non-conformity
- Additional streetscape park area
- Public bus shelter
- Improved public safety for customers and employees crossing East Jasmine
- East Ilex Drive traffic will be less than allowed by traffic performance standards
- Esthetic improvements to site including architecture and landscaping
- Greater control and conditions of approval through PUD approval

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, UDKS respectfully requests favorable review and consideration of these Rezoning, Special Exception Review and Site Plan Review for PUD Amendment applications for the Earl Stewart Toyota. The agent at UDKS is Anne Booth who can be reached at the numbers above or via email at abooth@udkstudios.com. Please feel free to contact the agent with any questions or for additional information in support of the requested applications.

* in addition to the previous certified mail notice which was sent out prior to the P&Z meetings *

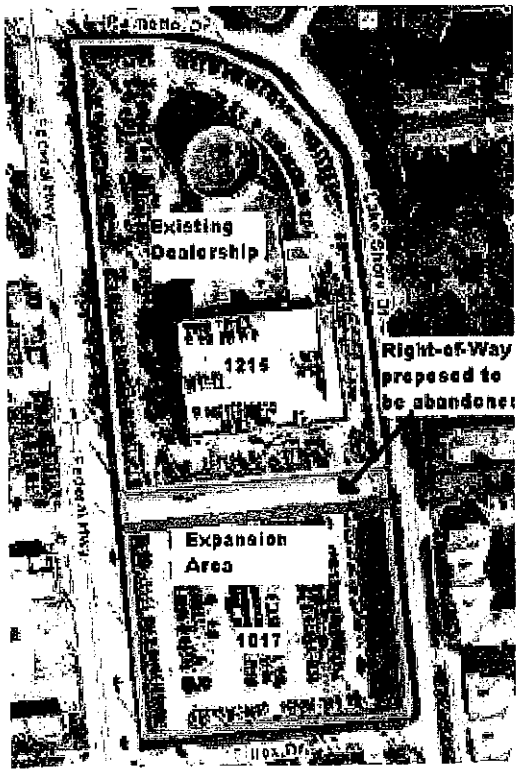
Town of Lake Park
Community Development Department

Regular Mail Notice – ***You are receiving this notice because on April 1, 2015 the Town Commission expressed interest in notifying the OCCUPANTS of the adjacent residential developments of the upcoming public hearings.***

May 8, 2015

Re: **Earl Stewart LLC/Commercial Investments LLC - Planned Unit Development Amendment (PUD) Application**
(1) Site Plan and Special Exception Use of a Vehicle Sales Establishment
(2) Abandonment of a 0.49 acre portion of East Jasmine Drive
(3) Land Use Amendment of East Jasmine Drive (Public Right-of-Way to Commercial/Residential)
(4) Rezoning of 1017 North Federal Highway (C-1 to PUD) and East Jasmine Drive (Public Right-of-Way to PUD)

Dear Occupant:



Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine Drive right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval and special exception use approval of a vehicles sales establishment (see illustration). The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development and includes: (1) Land Use Amendment for East Jasmine Drive from a Public Right-of-Way to a Commercial/Residential land use designation; and (2) Rezoning from Commercial-1 to PUD for East Jasmine Drive and for the 1017 Federal Highway property. All of the above will be contingent on the approval of a right-of-way abandonment application which will also be considered separately for East Jasmine Drive.

The Town Commission will hold a public hearing on the various items approved by Ordinance (abandonment; land use; and rezoning) and by Resolution (site plan with special exception use) on **Wednesday, May 20, 2015** and **Wednesday, June 17, 2015**. All items will be presented at 6:30 p.m., or as soon thereafter as can be heard in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

From: Melissa Sturdivant
Sent: Monday, April 20, 2015 3:53 PM
To: Nadia DiTommaso; Kimberly Rowley
Subject: Bay Reach List of Tenants

John Hash with Bay Reach condominiums wanted to thank you for offering to let the tenants in the development be notifying of any news regarding the Earl Stewart project. Unfortunately, he said that they will not be providing the list of tenants, Bay Reach decided against giving out their personal information. He wanted to let you know he did appreciate the gesture though.

Thank you,
Melissa Sturdivant
Community Development Technician
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3318
561-881-3323 (fax)
www.lakeparkflorida.gov

* → lists for Maura Kay + Cedon Crest have been provided *

***PLEASE NOTE:** The State of Florida has a very broad Public Records Law. Written communication regarding Town of Lake Park business is considered to be Public Record, and is available to the public upon request. Therefore, all e-mail communications are subject to public disclosure. If you do not wish for your e-mail address to be released in response to a Public Records Request, please do not send electronic mail to this entry, but instead contact this Office by telephone or in writing. Section 668.6076, F.S.

TOWN OF LAKE PARK, FLORIDA
AFFIDAVIT
of
Mailing of Public Notices
and Public Notice Sign Posting

STATE OF FLORIDA
COUNTY OF PALM BEACH

APPLICATION NUMBER: 4771 PETITION NAME: **Earl Stewart Toyota**

BEFORE ME, the undersigned authority, personally appeared Anne Booth, who, after having been first duly sworn and put upon oath, says as follows:

1. That she is authorized on the behalf of the owner of the property identified in the above referenced petition to be heard before the Town Commission on May 20, 2015 and June 17, 2015 and is authorized to execute and make this Affidavit, and is familiar with the matters as set forth herein and they are true to the best of his/her knowledge, information and belief.

2. That on or about April 27, 2015, the required public notice sign(s) was/were placed on the subject property stating, **"Site is being considered for a PUD Amendment which requires the Land Use Amendment, Rezoning and Site Plan with Special Exception Use approval and that it will be considered at the May 20, 2015 and June 17, 2015 Town Commission meetings."**

3. That on May 8, 2015, the required public notices were mailed to all occupants as identified in the lists provided by the Town of Lake Park.

Signature of agent for owner

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF MAY, 2015.

Notary Public:

My Commission Expires: August 13, 2016

SANDRA J. MEGRUE
Notary Public - State of Florida
My Comm. Expires Aug 13, 2016
Commission # EE 192836
Bonded Through National Notary Assn.

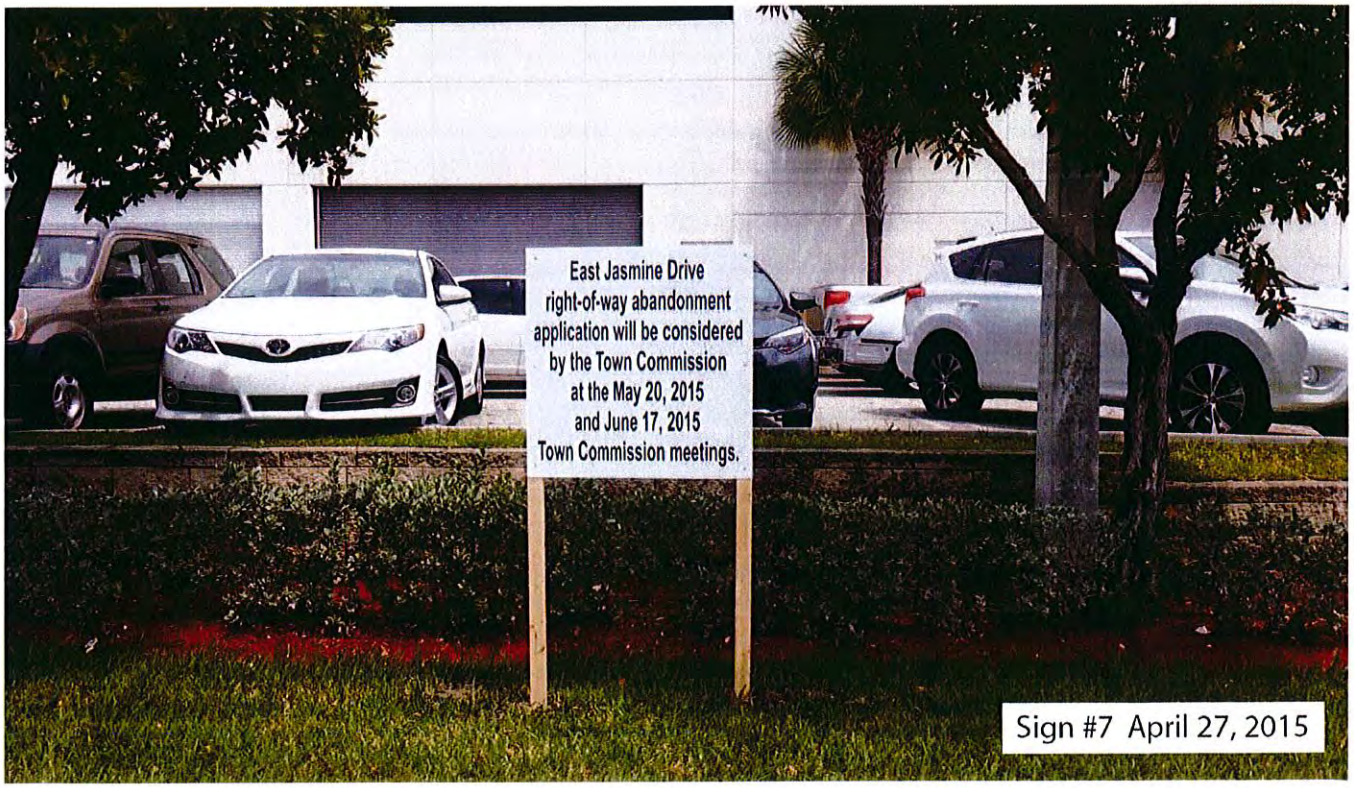
Sign #1 April 27, 2015

Sign #2 April 27, 2015

Sign #3 April 27, 2015

Sign #4 April 27, 2015

Sign #5 April 27, 2015



Sign #7 April 27, 2015

Sign #8 April 27, 2015

Public Hearing Quasi-Judicial

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** Tab 5

Agenda Title: A RESOLUTION AMENDING RESOLUTION 14-05-03 – THE SITE PLAN FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT (PUD) FOR THE EXPANSION OF THE DEALERSHIP AND THE SPECIAL EXCEPTION USE OF A MOTOR VEHICLE SALES ESTABLISHMENT.
(ON THIS AGENDA FOR PRESENTATION/DISCUSSION PURPOSES ONLY BECAUSE THE REZONING PUD ORDINANCE RELIES UPON THE PRESENTATION OF THE RESOLUTION FOR THE SITE PLAN – NO OFFICIAL ACTION ON THE SITE PLAN IS REQUIRED UNTIL THE JUNE 17 TOWN COMMISSION MEETING WHEN THE ASSOCIATED ORDINANCES ON 2ND READING WILL BE CONSIDERED FOR ADOPTION)

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] NEW BUSINESS – QUASI-JUDICIAL - RESOLUTION
[ ] OTHER

Approved by Town Manager _____ **Date:** 5/13/2015
Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Application Fee and Certified Letter to Property Owners & Regular Mail Notice to Occupants (A new Ad will be placed prior to June 17 meeting) – signs also posted around the property.** Funding Source: **Applicant** Acct. **# 4771** [ ] Finance _____	**Attachments:** → **Staff Report** → **Applicant Justification Narrative** → **Resolution 14-05-15** → **Resolution 14-05-03** → **Applicant's Application** → **Copy of Certified Letter; Regular Mail Notice; Sign Postings** → **Resident Letters** → **P&Z Board Minutes 02/02/15 &03/02/15** *****site plan package available in the DropBox*****
Advertised: Date: ***N/A at this stage*** Paper: [ ] 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__***ND*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

PLEASE REFER TO THE ENCLOSED STAFF REPORT
SEQUENCE OF APPLICATIONS RELATED TO THE EARL STEWART TOYOTA PROPOSED PLANNED UNIT DEVELOPMENT (PUD) EXPANSION:

(1) Abandonment Application for a 0.49-acre portion of East Jasmine Drive
(2) Future Land Use Map Amendment for a 0.49-acre portion of East Jasmine Drive from a public Right-of-Way to a Commercial/Residential land use designation
(3) Rezoning of a 0.49-acre portion of East Jasmine Drive from a public right-of-way to a PUD and the Rezoning of 1017 Federal Highway from Commercial-1 (C-1) to PUD
(4) Site Plan application for the expansion of the existing dealership and the special exception use of a vehicles sales establishment.

The above applications will be presented as a "package" however, they will require separate motions in the order listed above—All resident letters received have been included with the Site Plan item

Recommended Motion: For Presentation-purposes only -- will require an official motion on June 17, 2015

TOWN LAKE OF PARK
TOWN COMMISSION
MEETING DATE: MAY 20, 2015

STAFF REPORT

APPLICATIONS: AN AMENDMENT TO THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT (PUD) TO EXPAND ITS BOUNDARIES WHICH INCLUDES A SITE PLAN FOR THE EXPANSION OF THE DEALERSHIP AND THE SPECIAL EXCEPTION USE OF A MOTOR VEHICLE SALES ESTABLISHMENT. ADDITIONAL PUD WAIVERS ARE NOT BEING REQUESTED.

(ON THIS AGENDA FOR PRESENTATION/DISCUSSION PURPOSES ONLY BECAUSE THE REZONING PUD ORDINANCE RELIES UPON THE PRESENTATION OF THE RESOLUTION FOR THE SITE PLAN – NO OFFICIAL ACTION ON THE SITE PLAN IS REQUIRED UNTIL THE JUNE 17 TOWN COMMISSION MEETING WHEN THE ASSOCIATED ORDINANCES ON 2ND READING WILL BE CONSIDERED FOR ADOPTION)

HISTORY: The Earl Stewart Toyota motor vehicle sales establishment was constructed in the mid to late 1970's on 4.47 acres of property with the address of 1215 North Federal Highway. The original development of this area also included a 14,200 square foot Park Center hardware store. The old dealership and Park Center Hardware remained until 2003 when the Property was approved as a PUD by the Commission's adoption on May 21, 2003 via Resolution 14-05-03. This resulted in the redevelopment of the site as it exists today. The Resolution adopting the PUD included these waivers to the land development regulations of the Code: (1) a display parking setback of 15 feet instead of 25 feet; (2) to allow for the spacing of shade trees along Federal Highway to be 30 feet instead of 20 feet; (3) the elimination of wheel stops; (4) no planters on the roof of the garage; (5) to allow a 40-foot freestanding monument sign to replace the then conforming 15-foot freestanding monument sign. The Code allows a maximum 10-foot height for monument signs; therefore, the application proposes to remove a second monument sign currently in existence and facing Federal Highway and replace it with a 10-foot compliant sign as is required by Code by July 5, 2016.

In 1969 the Commission approved the development of a 2.23 acre parcel with an address of 1017 Federal Highway. This property is located immediately to the south of the Earl Stewart Toyota dealership. The Commission's approval authorized the development of a 111-unit hotel known as the Journey's Inn, and a 2,150 square foot restaurant known as the El Colonial. Over time, this site became abandonment and an eyesore to the community. In 2004, Earl Stewart LLC decided to purchase 1017 Federal Highway under Commercial Investments LLC (together referred to herein as "Owner"). The Town's records indicate that the initial intent was to incorporate this area in to the dealership expansion plans, however, even though a site plan application was submitted in 2004, it was put on hold for a few years and in 2007, the Owner agreed to demolish the Journey's Inn and El Colonial restaurant; pave and grade the site; as well as install some perimeter landscape buffers, in exchange for the "temporary" use of the 2.23-acre parcel for vehicular storage and the placement of an office trailer thereon while the Applicant worked on finalizing plans for the expansion of the dealership. Since then, this "temporary" use has been extended several times by the Town Commission, each time predicated on the Applicant's preparation of a site plan for the expansion of the dealership. The very last extension approved in January 2015 included a cash security in the amount of $30,000 in order to ensure that the Applicant's March 2014 site plan application submitted moves forward.

Together with the Applicant's application to expand the dealership, an application to abandon East Jasmine Drive as a public right-of-way has also been submitted. The purpose of the abandonment application is to acquire the right of way to allow for the expansion of the dealership on to the property which was formerly occupied by Journey's Inn and the Colonial restaurant. A similar sequence of applications were submitted in 2004 (site plan and abandonment request) and the abandonment request in 2004 was approved via Resolution 43-07-04 with conditions. However, the Applicant did not meet the conditions associated with the abandonment (which specifically requires payment for the right-of-way and a site plan application approval for the expansion of the dealership) and as a result the abandonment became null and void. Accordingly, East Jasmine Drive remains a public right-of-way.

SUMMARY OF APPLICANT'S REQUEST: Urban Design Kilday Studios ("Applicant") as the authorized agent for Earl Stewart LLC and Commercial Investments LLC (together referred to herein as "Owner") is again proposing to expand the dealership onto the East Jasmine Drive right-of-way and 1017 Federal Highway property.

The Applicant is requesting to amend the existing boundaries of the PUD to include the East Jasmine right-of-way (once abandoned) and the 1017 Federal Highway property. This boundary amendment requires the rezoning of these areas which will need to be approved through a PUD Ordinance. A PUD by definition allows for a unique use and site design that is considered as part of a site plan application for the area being considered for a PUD. Consequently, in addition to the PUD Ordinance for the proposed expanded site boundaries, the Applicant also proposes to develop the amended PUD in three development phases. The first phase includes a 3 story extension of the existing dealership building onto part of East Jasmine Drive. The extension will create space for an interior car wash, interior preparation area, interior service bays, interior offices, and vehicle display

and parking areas. The second phase is focused on the creation of interior office spaces from the shell area of the 3 story extension to be developed in phase 1. Phase 3 proposes the development of a new parking garage on the existing 1017 Federal Highway parcel with additional parking and display areas for a total proposed height on the southeast side of 34.5 feet with additional rooftop elements.

As discussed above, the Applicant has submitted an Abandonment Application for East Jasmine Drive. Prior to the motion for the PUD Ordinance for the rezoning and the site plan and special exception use for the PUD, the abandonment of East Jasmine Drive together with its fair market value compensation and public benefit justification will have to be reviewed and approved by the Town Commission. If this abandonment application is approved, a future land use map designation (approved by Ordinance) of Commercial/Residential is also required to be assigned to East Jasmine Drive. If these applications are approved, and the PUD Ordinance for the rezoning and the Resolution for the site plan and special exception use of a motor vehicle sales establishment is also approved, the site will then be platted which will specifically dedicate the interior access and overall maintenance responsibilities of the PUD.

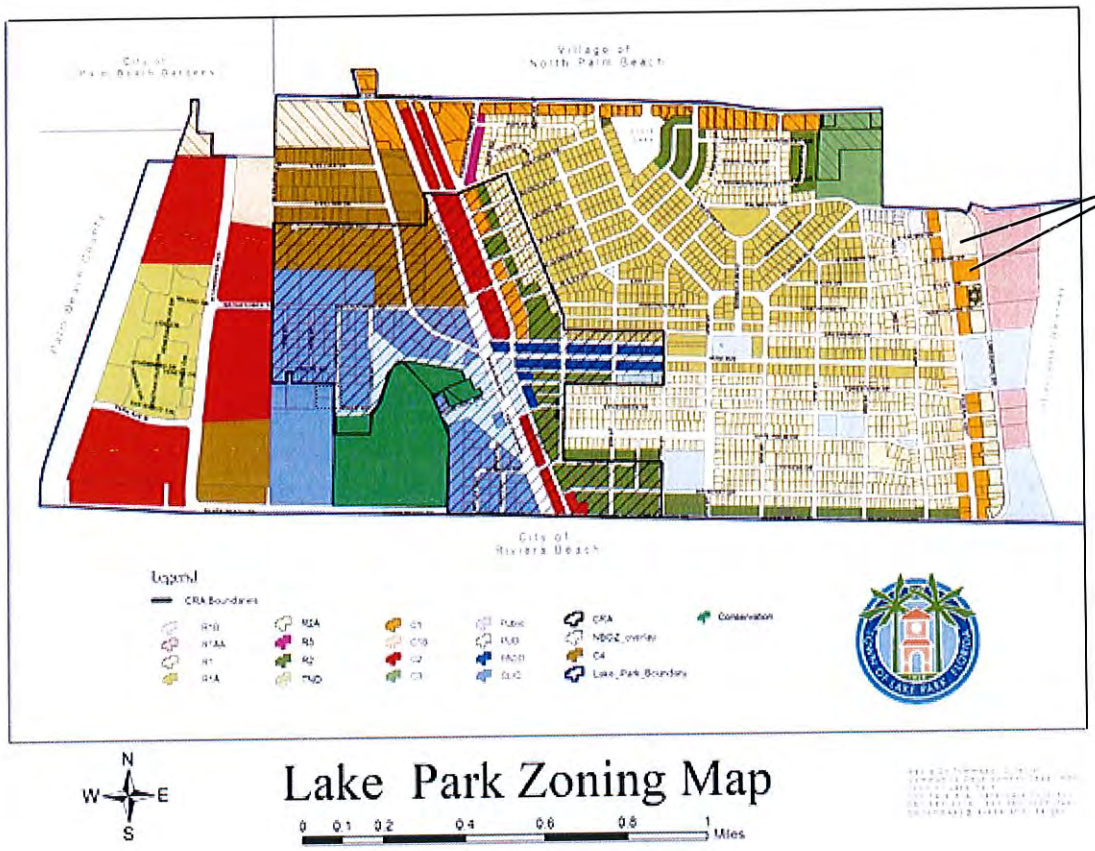
BACKGROUND:

Applicant:	Urban Design Kilday Studios on behalf of Earl Stewart LLC/Commercial Investments LLC
Address/Location:	1215 Federal Highway / 0.49 acre portion of East Jasmine Drive / 1017 Federal Highway
Owner(s):	1215 Federal Highway: Earl Stewart, LLC 0.49 acre portion of East Jasmine Drive:Town of Lake Park 1017 Federal Highway: Commercial Investments, LLC
Net Acreage:	1215 Federal Highway: 4.4652 acres East Jasmine Drive: 0.49 acres 1017 Federal Highway: 2.2256 acres
Legal Description:	See Survey
Existing Zoning:	1215 Federal Highway: Planned Unit Development (PUD) East Jasmine Drive: None assigned – Public Right-of-Way 1017 Federal Highway: Commercial-1 Business District (C-1)
Future Land Use:	1215 Federal Highway: Commercial/Residential East Jasmine Drive: None Assigned – Public Right-of-Way 1017 Federal Highway: Commercial/Residential

Figure 1: Aerial View of Existing Site
(image not to scale; for visual purposes only)

Figure 2: Aerial Image of Site with Proposed Boundaries

LAKE PARK ZONING MAP



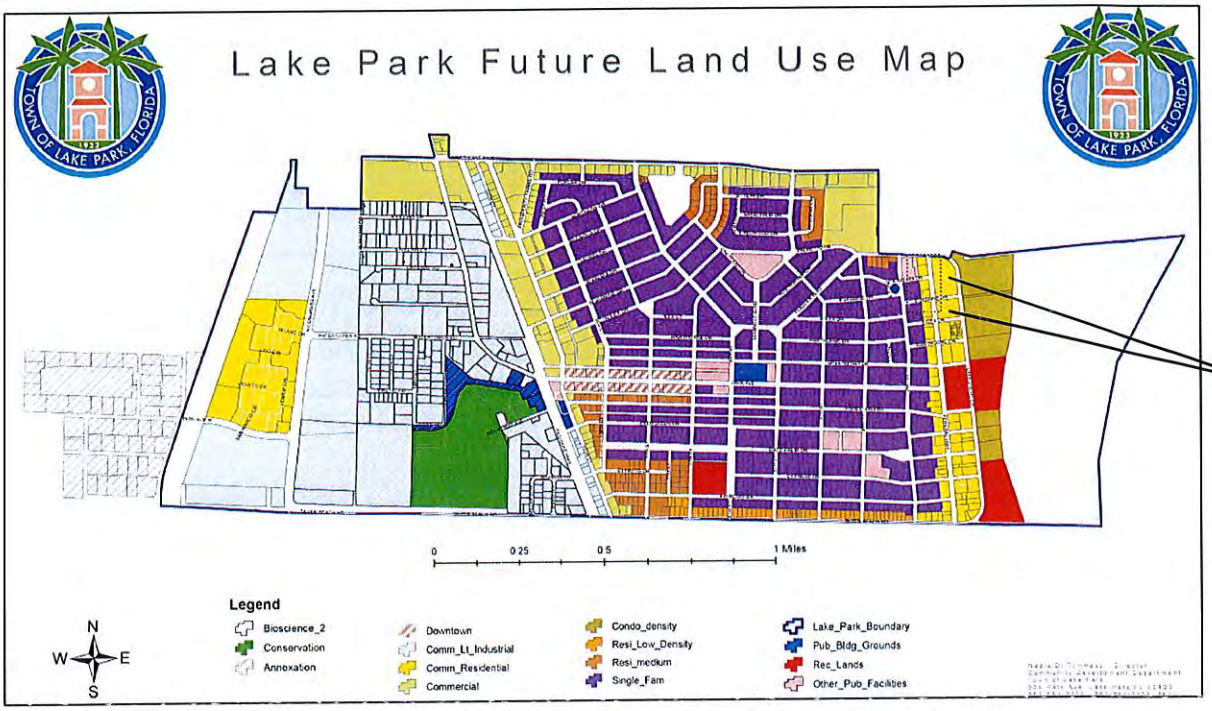
Subject Site

Adjacent Zoning

Proposed Boundaries in Figure 2 (incorporates all three areas):

North:	Village of North Palm Beach
South:	Commercial 1 (C-1) Business District/Residential-2A
East:	Residential 1AA
West:	Commercial 1 (C-1)/Commercial 1B Business District

LAKE PARK FUTURE LAND USE MAP



Adjacent Existing Land Use

Proposed Boundaries in Figure 2 (incorporates all three areas):

North: Village of North Palm Beach

South: Commercial/Residential

East: Condo Density

West: Commercial/Residential

PART I: APPLICATION FOR A SPECIAL EXCEPTION USE

ANALYSIS OF SPECIAL EXCEPTION CRITERIA

Section 78-184 of the Code sets forth the criteria which must be met to entitle an applicant to a Special Exception use. There are six criteria, all of which must be met. **Note: Staff's analysis of the criterion are in bold.**

1. Is the proposed Special Exception Use consistent with the goals, objectives, and policies of the Town's Comprehensive Plan?

   Staff has determined that the proposed use is consistent with the following Objectives and Policies of the Future Land Use Element of the Town's Comprehensive Plan:

   Policy 1.5:

   The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service (LOS) standards."

   The redevelopment of 1017 Federal Highway (and East Jasmine Drive) as part of the expansion of the Earl Stewart Toyota dealership will increase the value of this now underutilized property and add to the Town's overall tax base. There are no natural or historic resources which would be adversely affected by the redevelopment. The expansion of the dealership at this location would not adversely affect the surrounding neighborhood given the improvements to the perimeter landscape buffers, including the conversion of a temporary lot with a current office trailer view to a permanent structure that is being proposed. Palm Beach County's Traffic Division has confirmed that the expansion of the vehicle sales use, including the redevelopment of 1017 Federal Highway meets the County's Traffic Performance Standards, and is within the adopted Level of Service Standard (LOS).

   "Objective 5:

   As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions."

   The proposed expansion of the special exception use promotes infill development in a manner that is consistent with the commercial uses

of the Federal Highway corridor and does not negatively affect the existing neighboring uses as it provides adequate buffering and increased aesthetics to what is currently onsite.

Policy 5.2:

The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions."

The property at 1017 Federal Highway is currently underutilized and is being operated with a trailer. In the past, it was also subject to an abandoned motel and restaurant which created an eyesore to the area. The redevelopment of this lot will provide a positive improvement to the area.

CRITERIA MET

2. Is the proposed Special Exception Use consistent with the Town's land development regulations and all other portions of this Code?

Phases 1-3 of the proposed Site Plan meet the Land Development Regulations of the Town Code both for the PUD and underlying C-1 district requirements.

CRITERIA MET

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

The special exception use of motor vehicle sales is consistent with the character of the other retail uses within the C-1 Business District along the Federal Highway between Palmetto Drive and East Ilex Drive. The overall area is zoned for commercial uses and is located along the Federal Highway corridor which retains ground-floor commercial uses not only in Lake Park, but in neighboring jurisdictions as well. The proposed building mass, height and setbacks are consistent with the C-1 setback requirements and the PUD height restrictions. Palm Beach County's (PBC) Traffic Division has issued a Traffic Performance Standards (TPS) letter verifying that the amount of traffic expected to be generated from Phases 1-3 is within the LOS. The redeveloped dealership buildings and the new building to be constructed on the 1017 Federal Highway lot will be compatible with the character and uses of the surrounding properties as well as the Town's Architectural Guidelines.

CRITERIA MET

4. Will the proposed Special Exception Use on the Site create a concentration or proliferation of the same or similar type of use, which may be detrimental to the development or redevelopment of the area?

The expansion of the existing vehicular dealership use is not likely to cause a concentration or proliferation such uses in this area of the Town because of the acreage required for such uses when having to incorporate the necessary circulation, parking, landscaping and display requirements. The relatively small lot sizes along this area of Federal Highway would require someone to purchase multiple lots and aggregate them so as to make the development of another vehicular dealership economically viable.

CRITERIA MET

5. Will the proposed Special Exception Use have a detrimental impact on surrounding properties based on:

a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;

Once redeveloped there will be a modest increase of employees. It might also be anticipated that the Applicant will have more inventory for sale. This may result in more customers visiting the dealership, and more purchases of vehicles. This may also result in an increase in activity at the repair facility however, there will be a larger land area to accommodate these increases therefore, detrimental impacts are not anticipated. Actually, the redevelopment of the site, will allow for the better operation of the existing uses.

CRITERIA MET

b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use.

All uses, including the car wash and service bays provided in Phase 1, will be operated within an enclosed building. These uses are not expected to produce excessive noise, odors, or other types of nuisances. The compactor location on the southeast corner of East Jasmine and Lakeshore Drive will remain and has been in existence for many years without any known nuisances.

CRITERIA MET

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Palm Beach County's Traffic Engineering Division has verified that the projected traffic upon the affected roadways of the redevelopment meets the County's Traffic Performance Standards. Additionally, the redevelopment of

the site will eliminate the existing traffic/parking disturbances on East Jasmine Drive and allow for a Palmetto Drive and Federal Highway access for trucks, as well as better circulation interior to the site rather than creating impacts on the adjacent roadways.

CRITERIA MET

6. Does the proposed Special Exception Use:

   a. *Significantly* reduce light and air to adjacent properties?

      The proposed Phase 1 Site Plan proposes the development of a 3 story building while Phase 3 proposes the construction of a parking garage with an overall height averaging 34.5 feet on the southeast side, with additional rooftop elements. A variety of heights are also incorporated on the additional phased elevations. The PUD allows a maximum 50 feet in height and the application does not exceed this height on any proposed elevation. Since the current property has a one story building and interior storage parking structure on one lot and no permanent structure on the other, there will be a significant increase in the massing and height of the structures on these properties as compared to what currently exists however, the redevelopment of an area by increasing intensity is an economically viable option for the Town that brings with it a sustainable tax base for the future. The increased height can be expected to result in a reduction of light and air to the adjacent properties however, a shadow study has been submitted to evidence the shadow overspills which will be limited to the right-of-way for the most part. The condominiums directly east of the Site are three stories. The one story buildings on the west side of Federal Highway are separated from the Site by 77 feet of public right of way. The Town's PUD regulations allow for a PUD to build up to 4 stories or 50 feet. The Applicant incorporated the necessary architectural features per the code's minimum requirements.

      CRITERIA MET

   b. Adversely affect property values in adjacent areas.

      The proposed development is not expected to adversely affect property values in the adjacent areas.

      CRITERIA MET

   c. Deter the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

      The proposed Special Exception Use would not be a deterrent to the improvement, development or redevelopment of surrounding properties. It may promote the redevelopment of other sites.

      CRITERIA MET

d. Negatively impact adjacent natural systems or public facilities, including parks and open spaces.

The proposed site is not immediately adjacent to any natural systems or public facilities that would be impacted and is not expected to negatively impact any natural systems.

CRITERIA MET

e. Provide pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The Site Plan shows a continuation of the interior pedestrian walkways and proposes trash receptacles, bike racks, as well as additional benches at appropriate locations on the Site.

CRITERIA MET

PART II: APPLICATION FOR THE AMENDMENT OF THE PUD

Section 78-77(2)(f) outlines the types of PUD amendments that require Town Commission's approval:

- *an increase in the square footage of any building more than ten percent*
- *an increase in the number of structures*
- *an increase in the building height by more than five feet*
- *any boundary changes*
- *any increase in traffic impacts that exceed 5% or 100 trips*
- *changes in architecture*
- *changes to a PUD phasing plan*

The Applicant's request to amend the PUD requires Commission approval.

Section 78-77(2)(c) of the Town Code requires a phasing schedule for all PUD's. The Applicant proposes 3 phases of development, as follows:

Phase 1 *(includes a 3 story extension of the existing dealership building onto part of East Jasmine Drive. The extension will create space for an interior car wash, interior preparation area, interior service bays, interior offices, and vehicle display and parking areas)*
Commencement of Development: September 2016
Completion Date: September 2017

Phase 2 *(focused on the creation of interior office spaces from the shell area of the 3 story extension to be developed in phase 1)*
Commencement of Development: December 2017
Completion: December 2018

Phase 3 *(proposes the development of a new parking garage on the existing 1017 Federal Highway parcel with additional parking and display areas for a total proposed height on the southeast side of 34.5 feet with additional rooftop elements)*
Commencement of Development: June 2020
Completion: December 30, 2021

Section 67-42 of the Town Code requires the commencement of development within 18 months of development approval and the completion of the development within 18 months of the commencement. The Applicant's proposed phasing plan of development, if followed would meet the requirement of Section 67-42.

The Applicant proposes to expand the boundaries of the PUD to include East Jasmine Drive and 1017 Federal Highway.

The Applicant's amended PUD Master Plan has been reviewed by the Town's Consulting Engineer and Landscape Architect. Based upon their review and the review of the Community Development Department, the Staff finds that the amendments to the PUD Master Plan meet the Town's Land Development Regulations, and is consistent with the PUD's established Signage, Architectural Guidelines, and its Landscaping Plan.

PUD SITE PLAN PROJECT DETAILS:

Building Site: The Applicant is proposing to expand onto the East Jasmine Drive right-of-way and onto the 1017 Federal Highway lot, in three (3) Phases. Phase 1 of the plan is proposing additional showroom space for used-car vehicular sales, with additional accessory service bays and a car wash area, as well as a 3rd story shell for future office space use. The proposed Phase 1 slightly encroaches onto the existing East Jasmine Drive right-of-way. Phase 2 proposes the interior build-out of the 3rd story shell for office space proposed in Phase 1. Phase 3 proposes a parking garage located on the 1017 North Federal lot with an overall height of

34.5 feet on the southeast side (plus additional rooftop elements) and a total square footage of 142,452 square feet (even though this structure is open-air and for storage only, when calculated into the Floor Area Ratio of 2.4, is still does not exceed this requirement).

Site Access: The amendment to the PUD Master Plan shows 5 entry/exit access points: two off of Federal Highway; one off East Ilex Drive; one off of Lake Shore Drive; and one off of Palmetto Drive. *(The Applicant's recent transmittal descriptions related to the proposed Site Plan are enclosed with this report).*

Traffic: The Applicant has received confirmation from the County's Traffic Engineering Division which confirms that there is adequate capacity on the roadways to serve the Site.

Landscaping: The development plan proposes 20% open space. The commercial PUD requirement is 15%. All three phases of the proposed Site Plan meet the Town's Landscaping Code Regulations. The Applicant's Landscaping Plan has been determined to be "satisfactory for Site Plan Approval" by the Town's consulting Landscape Architect and actually exceeds the minimum landscape requirements in certain areas, particularly the south buffer by providing 25 feet instead of the code required 15 foot width. This finding is predicated on the Applicant having been previously given 3 waivers to the Town's minimum landscaping requirements: 1) To allow for an increase of spacing between trees to 30' along Federal Highway; 2) To waive the requirement for planters on the roof; 3) To waive the requirement for wheel stops or curbs for parking areas. *(The Applicant's recent transmittal descriptions related to the proposed Landscaping Plans are enclosed with this report).*

Paving/Grading/Drainage: The Town's Engineer has reviewed the Applicant's conceptual Paving/Grading/Drainage Plans for all Phases and has determined that it meets the engineering requirements for Site Plan review (*Engineer letter enclosed with this report*).

Lighting: The Photometric Plan does meet Town Code requirements as proposed.

Architecture: The proposal incorporates the Town's minimum design standards. Additional features have also been incorporated. (The Applicant's transmittal descriptions related to the Architectural Elevations are enclosed with this report).

Parking: Section 78-145(g)(3) of the Town Code requires the following breakdown of parking spaces for the use of vehicle sales establishments: 1 space for every 500 square feet of gross floor area (76 spaces); 1 space for every 4,500 square feet of outdoor storage (5 spaces); 1 space per service bay (48 spaces); 1 space per employee at maximum shift (75 spaces) which totals 204 spaces. American Disability Association (ADA) requires 1 space for every 25 spaces (9 spaces). The number of ADA spaces can be inclusive of the number of spaces provided. Therefore, the Applicant is proposing 204 spaces, inclusive of 9 ADA spaces. The Applicant's site plan meets the Town's minimum parking requirements.

Signage: The Applicant has submitted a proposed Master Signage Plan that is consistent with the Town's Sign Code. The Applicant is proposing a total of 4 monument signs, 3 of which currently exist and 1 sign is new. The existing monument sign located on the southeast corner of Palmetto Drive and Federal Highway is 40 feet

tall and previously received a waiver from the Town's Sign Regulations. The existing directional monument sign inside the parcel meets the Town's Sign Code. The existing 15' directional monument sign located off of the main entrance from Federal Highway exceeds the maximum permitted height currently allowed for monument signs. The Applicant has agreed to make the sign compliant by decreasing the height to 10' and therefore the approval requiring a reduction of this sign will be included in the Development Order. The Applicant is proposing an additional monument sign along Federal Highway. This sign is permitted by the Town Code.

The Applicant's Master Sign Plan indicates a wall sign of 728 square feet. This is within their 1074.75 square feet maximum permitted signage allowance per Code. Signage permits will be required.

Zoning: The proposed Site Plan is within a PUD zoning district (contingent upon the approval of the PUD Ordinance for the rezoning of East Jasmine Drive and 1017 Federal Highway) and has an underlying C-1 zoning designation. The site currently consists of two different parcels and a right of way; one parcel (1215 Federal Highway) is already within the PUD zoning district and the second parcel (1017 Federal Highway) as well as the East Jasmine Drive right-of-way must be rezoned as part of the PUD Site Plan Amendment to "PUD" with an underlying C-1 zoning designation. Abandonment approval of the public right-of-way is also required.

Water/Sewer: Staff has received confirmation from Seacoast Utilities Authority (SUA) that the Applicant's site plan is satisfactory for site plan approval and will be reviewing the proposal in further detail at the building permit stage.

Design: The Applicant's proposed Elevation Plans for all three phases meets the Town's Architectural Guidelines.

Fire: Palm Beach County Fire Rescue completed a preliminary site plan review of the proposed Site Plan and has no comments pertaining to the Site Plan. Palm Beach County Fire Rescue has indicated that it will be reviewing the plans in greater detail as part of the building permit review process at that time and will apply the most current codes available at the time of review.

PBSO: A Crime Prevention through Environmental Design (CPTED) review was conducted by the (then) Town Planner who was CPTED Certified. There were no outstanding comments.

SOME PUBLIC BENEFITS OF REDEVELOPMENT:

(1) Furthers the aesthetics of the property by providing additional landscaping around the property and specifically on those sides adjacent to residential communities. The result will further insulate the residents living along Lake Shore Drive from the commercial uses, noise, and traffic along North Federal Highway, without limiting their access from Palmetto Road and East Ilex Drive.

(2) Large commercial carriers would no longer be allowed to use Lake Shore Drive to enter or exit the dealership through conditions of approval on the site plan application, further minimizing commercial impacts along the residential corridor. By combining the lots, the number of access points into the dealership would also be minimized.
(3) While financial considerations should not be the basis of a public benefit justification, this expansion will foster the redevelopment of an area that is being underutilized and will inherently increase the Town's tax base which is an objective of the Town's Comprehensive Plan and which is a step forward in trying to create a sustainable economic base for the Town for the future.
(4) As part of the overall proposal, the Applicant proposed to add additional bench seating around the perimeter of the site to promote the area's recreation and public use as well proposes a bus stop shelter for the community on the corner of Federal Highway and Palmetto Road.
(5) The Applicant proposes to pursue Leadership in Energy and Environmental Design (LEED) certification in their redevelopment efforts in an attempt to promote green initiatives and sustainability and have it serve as the Town 's second LEED certified showcase building in the community (first was Kohl's on Congress Avenue).
(6) The Town's contracted Engineer also confirms: "With the abandonment of Jasmine Drive right-of-way into the projected area, the stormwater runoff from the Jasmine Drive right-of-way will be incorporated into the onsite exfiltration trench system and will undergo water quality treatment prior to discharge resulting in a net improvement in water quality".

PART III: PLANNING & ZONING BOARD MEETINGS AND PUBLIC COMMENTS

Enclosed with this agenda item are the Planning & Zoning Board minutes of February 2, 2015 and March 2, 2015 related to the public comments and Board discussion. These minutes include the discussion that ensued by the Board and the recommendations made by the Board members, including any public comments that were made at this meeting. The Board **CONTINUED** the application from February 2, 2015 to March 2, 2015, and recommended **APPROVAL (3-1) with conditions** at this meeting. Additional public comments were also received via mail and via email and these have been included as back-up to this agenda item. Some of the main concerns (not otherwise already discussed in this report or in the associated agenda items) included the following:

➔ Truck access on Lakeshore Drive: The Applicant is agreeing to a condition of approval that would prohibit the use of the Lakeshore Drive entrance to trucks.

Based on the required truck turning radius', only those entrances on Federal Highway and Palmetto Drive have been designed to accommodate large trucks.

➔ Overall Height of the proposed parking garage structure: The Applicant initially proposed a 50 foot structure and is now proposing a height of 34.5 feet with additional rooftop elements on the southeast corner of East Ilex Drive and Lakeshore Drive.

➔ Buffering from East Ilex Drive: The Code requires a 15 foot landscape buffer along sides adjacent to streets. The Applicant is proposing a 25 foot landscape buffer with additional plantings. With the East Ilex Drive roadway (60 foot width), this provides an 85+ foot separation from the existing Cedar Crest condo building on the south side the south wall of the proposed parking garage structure.

➔ Architectural compatibility with neighboring residential parcels: While a parking garage structure will never be able to fully mirror a residential structure, the Applicant incorporated a variety of architectural details including a variety in colors; precast panels; rooftop trellis'; and aluminum louvre solar shades.

PART IV: STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the amendment to the PUD Master Plan along with the special exception use of a motor vehicle sales establishment with the following conditions:

CONDITIONS

1. The Applicant shall develop the Site consistent with the following Plans:
    a. Site Plan, Landscape Plans and Irrigation Plans referenced as sheets SP-1, LP-1 through LP-7, and IR-1 through IR-4; signed and sealed 04-24-15, prepared by Urban Design Kilday Studios; received and dated by the Department of Community Development on 04-24-15.
    b. Survey referenced as drawing #D14-032; signed and sealed 3-26-14 and prepared by Lidberg Land Surveying; received and dated by the Department of Community Development on 04-24-15.
    c. Phasing Plans referenced as sheets PH-1 (SP-1, A-2.0, A3.0, A4.0), PH-2 (SP-1, A-2.0, A3.0, A4.0), and PH-3 (SP-1, A-2.0, A3.0, A4.0, A4.1, A5.0; signed and sealed 04-24-15 for all plan sheets except PH-3, A4.1 signed and sealed 05-11-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 04-24-15 and 05-11-15 for sheet PH-3, A4.1.
    d. Shadow Study referenced as sheet A-6; signed and sealed 04-24-15 prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 04-24-15.
    e. Sign Plan referenced as sheet PH-3-SIGN; signed and sealed 04-24-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 04-24-15.

f. Photometric Plans referenced as sheets PH-1 (E-1 through E-3); signed and sealed 4-24-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 04-24-15.
g. Conceptual Engineering Plans referenced as drawings #1443PRE (sheets 1 of 2, and 2 of 2); signed and sealed 04-24-15 and prepared by McLeod, McCarthy &Associates; received and dated by the Department of Community Development on 04-24-15.
h. Auto-Turn Analysis referenced as sheet ATA-1 prepared by Urban Design Kilday Studios and received and dated by the Department of Community Development on 04-24-15.

2. Construction on the site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8am to 6pm on Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.

3. Deliveries to the site shall not be made before 7am or after 7pm.

4. The hours of operation of the *customer-only* car wash component are limited to 8am-8pm, Monday through Saturday.

5. The servicing of vehicles shall be conducted completely indoors and is limited to Monday through Saturday.

6. The use of a public address or outdoor speaker system is prohibited.

7. Any proposed disruption to the normal flow of traffic, entry/exit streets or parking areas within the rights of way of North Federal Highway, East Ilex Drive, Palmetto Drive, or Lakeshore Drive during the construction of the Site, shall be subject to the review and approval of the Community Development Department (the "Department").

8. The Owner shall maintain all landscaping on the Site from the date of the issuance of the Certificate of Occupancy by the Town for so long as the Site is operated pursuant to this Resolution or subsequent Resolutions amending same. The Owner shall be responsible for replacing any and all expired or dying landscaping shown on the approved Site Plan and Landscaping Plan.

9. The hedge material for the Site shall be maintained at a height of five feet.

10. The Owner shall maintain safe pedestrian passages at each of the site's entrances.

11. The Owner shall ensure that any and all contractors working on the Site use commonly accepted practices to reduce airborne dust and particulates during construction.

12. The dumpster/trash compactor areas shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.

13. Prior to issuance of the Certificate of Occupancy, the Owner shall provide certification from the Landscape Architect of record that the plant installations on the site are in accordance with the approved Site Plan and the Landscaping Plan.

14. Prior to the issuance of a building permit, the Owner shall have received approval of the Plat for the site for the overall maintenance and ownership of the Site.

15. Prior to the issuance of any building permits for Phase 1, the Applicant shall submit to the Department copies of any permits the Owner has obtained from other

governmental agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division, the State of Florida Department of Environmental Protection, and the Florida Department of Transportation (FDOT).

16. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other details submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department of Community Development, and shall be subject to its review and approval.

17. All drainage construction work shall comply with FDOT standards for North Federal Highway and the Town of Lake Park's future reconstruction design plans for Lakeshore Drive. The drainage construction work and reconstruction of Lakeshore Drive shall be subject to the review and approval of the Town Engineer and the Director of the Department of Public Works.

18. Prior to the issuance of the certificate of occupancy for Phase 1, the Owner shall submit a letter and report demonstrating that the car wash's mechanical system has been designed such that it is within the code prescribed sound levels.

19. Signs shall be installed around the Site at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance, indicating that "Transport truck traffic is prohibited along Lakeshore Drive".

20. Prior to the issuance of a Certificate of Occupancy, the Owner shall submit its proposed design for a bus shelter on Federal Highway. The bus shelter design shall be subject to the review and approval of the Town Commission. The Owner shall secure all necessary FDOT permits. Prior to the issuance of a Certificate of Occupancy for Phase 1, the Owner shall submit an access easement granting the Town access. The easement shall be subject to the review and approval of the Town Attorney.

21. The site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:

    Phase 1: Commencement (September 2016); Completion (September 2017) *(includes a 3 story extension of the existing dealership building onto part of East Jasmine Drive. The extension will create space for an interior car wash, interior preparation area, interior service bays, interior offices, and vehicle display and parking areas)*

    Phase 2: Commencement (December 2017); Completion (December 2018) *(focused on the creation of interior office spaces from the shell area of the 3 story extension to be developed in phase 1)*

    Phase 3: Commencement (June 2020); Completion (December 30, 2021) *(proposes the development of a new parking garage on the existing 1017 Federal Highway parcel with additional parking and display areas for a total proposed height on the southeast side of 34.5 feet with additional rooftop elements)*

22. **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application shall be paid to the Town within 10 days of receipt of an invoice from the Town. The Owner's failure to reimburse the Town these fees and costs within 10 days of the Town's delivery of an invoice to the Owner may result in the suspension of any further review of plans or construction activities, and may result in the revocation of any approved Development Orders.

SIMMONS&WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

April 28, 2015

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

Attention: Ms. Nadia DiTommaso

Reference: Earl Stewart Toyota
Town of Lake Park, Florida

Dear Ms. DiTommaso:

As requested, on April 23, 2015, Simmons & White, Inc. has completed a summary of the drainage and traffic issues that were expressed during the April 1, 2015 Town of Lake Park Commission meeting regarding the above referenced project.

I. DRAINAGE

The Earl Stewart Toyota site is located on US One and Lakeshore Drive. The existing topography generally slopes from the higher elevations along US One east to the lower elevations along Lakeshore Drive. Concerns were raised in the April 1, 2015 Commission meeting regarding the development of the Earl Stewart Toyota and the effect it will have on the drainage in the surrounding area, specifically on Lakeshore Drive. Simmons & White, Inc. performed the original drainage review for the project and found the plans and water management calculations performed by McLeod, McCarthy & Associates to be in order. The applicable drainage criteria for the site is to limit the post development stormwater discharge from the site to less than or equal to the predevelopment flow discharging from the site. It is also required to provide 1/2" dry pre-treatment in dry retention areas or exfiltration trench. Based on our review, the engineering plans and calculations meet the applicable drainage criteria for the 25-year, 3-day storm event. The engineer for the applicant also provided, at our request, the water management calculations comparing the predevelopment discharge to the post development discharge for the 5-year, 24-hour storm event as well as the 5-year, 1-hour storm event. As the following summary outlines, there is a significant decrease in post development discharge for the 5-year, 24-hour storm, and no discharge is anticipated to leave the site for the 5-year, 1-hour storm.

Simmons & White, Inc
2581 Metrocentre Boulevard Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

PHASE ONE

STORM EVENT	PREDEVELOPMENT DISCHARGE (CFS)	POST DEVELOPMENT DISCHARGE (CFS)
25-Year, 3-Day	23.70	22.25
5-Year, 24-Hour	14.99	10.20
5-Year, 1-Hour	NOT CALCULATED	0*

PHASE THREE

5-Year, 24-Hour	2.32	2.13
5-Year, 1-Hour	NOT CALCULATED	0*

* 0 CFS discharge for the 5-year, 1-hour storm (i.e., all water is held onsite and treated in exfiltration trench)

In summary, the applicant meets the applicable stormwater management criteria and the design will actually result in a net reduction of stormwater leaving the site. It should be noted that the predevelopment condition (existing condition) for Jasmine Drive results in untreated sheet flow of stormwater runoff directly to Lakeshore Drive. With the abandonment of Jasmine Drive and the incorporation of the Jasmine Drive right-of-way into the project area, the stormwater runoff from the Jasmine Drive right-of-way will be incorporated into the onsite exfiltration trench system and will undergo water quality treatment prior to discharge resulting in a net improvement in water quality.

II. TRAFFIC

Simmons & White, Inc. performed a review of the Traffic Impact Study prepared by Yvonne Ziel Traffic Consultants dated March 13, 2014, latest revision April 23, 2014. Palm Beach County Traffic Division also reviewed the Traffic Impact Statement and issued a Traffic Performance Standards approval letter dated May 24, 2014. The proposed modifications and expansion of the Earl Stewart Toyota meets all applicable Palm Beach County Traffic Performance Standards and is expected to have an insignificant impact on the adjacent County thoroughfares.

An analysis of the effects of the abandonment of Jasmine Drive between US One and Lakeshore Drive was prepared in 2004 by Pinder Troutman Consulting, Inc. The results of the 2004 study concluded that the closure of Jasmine Drive between US One and Lakeshore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive. Yvonne Ziel Traffic Consultants reviewed the previous analysis and compared the most recent traffic counts on US One and Park Avenue (2013 traffic counts) to those performed in 2004. Yvonne Ziel Traffic Consultants concluded that because the 2013 counts were substantially lower than the 2004 counts used in the Pinder Troutman analysis, that the results of the previous analysis were more conservative and the conclusions remained unchanged. Simmons & White, Inc. has reviewed the Yvonne Ziel Traffic Consultants analysis of the Jasmine Drive abandonment dated March 13, 2014 as well as the previously approved analysis prepared by Pinder Troutman Consultants dated July 9, 2004. Although the counts used in the Jasmine Drive abandonment analysis are over 10 years old, they do in fact remain conservative based on the decrease in traffic volumes on the surrounding thoroughfares over the last 10 years.

In summary, the abandonment of the Jasmine Road right-of-way is not anticipated to have any negative effects on the surrounding roadway network.

If you require any further analysis or professional opinion, please contact me directly.

Sincerely,

SIMMONS & WHITE, INC.

Robert F. Rennebaum, P.E.
President

RFR/sa x:/docs/miscltr/Rennebaum/14042.ditommaso

transmittal

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

TO: Nadia DiTommaso

FROM: Anne Booth

DATE: April 24, 2015

RE: Earl Stewart Toyota – Resubmittal in response to Town Commission Comments

Per the comments of the Town Commission at the April 1, 2015 meeting, please accept the attached plans for consideration of approval.

The attached plans have been amended as follows:

Landscape Plans

- Additional planting of vines and trees have been added to the east façade of the existing building to help soften and screen the structure.
- Trees that are intended to be planted in the 3rd phase of development are being planted in the 1st phase of development buffer along Lake Shore Drive and East Ilex Drive. The trees will have the benefit of several years of growth before the garage is constructed. Upon construction of the garage, the trees will be relocated in accordance with the 3rd phase landscape design.
- Additional trees have been proposed along the parking lot buffer section of East Ilex Drive that will be planted in the first phase of construction.

Architectural Elevations

- The Phase 3 garage has been modified to include additional architectural details along the eastern and southern sides facing Lake Shore Drive and East Ilex Drive. The details include the addition of trellises/awnings which will soften and screen the garage façade to be more compatible with the surrounding residential communities.
- Curved roof elements have been added to the stair and elevator towers.
- Dimensions have been clarified and additional notes and charts have been added to clarify the proposed structure heights.
- Additional renderings and elevations have been provided to help show the buffers and screening at various rates of growth.

Site Plan

- A wing wall has been added to the car wash entrance and exit to help baffle noise.
- The site data table has been adjusted to include the garage square footage and to update the data for additional internal adjustments that have occurred.

Should you have any questions, please let me know.

Cc: Stu Stewart

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LCC35

transmittal

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

TO: Nadia DiTommaso

FROM: Anne Booth

DATE: May 11, 2015

RE: **Earl Stewart Toyota – Amended Plans and Narrative**

Attached please find the following:

1. Amended elevation sheet A-4.1 (Color and Black and White)
2. Amended Project Narrative
3. Affidavit of Public Notice – for Courtesy Notice to occupants
3. Disk with amended documents in electronic format

The amended elevations are for proposed garage in the third Phase of development of the proposed Earl Stewart Toyota Dealership. The elevations include the following details:

1. To increase the surface texture, the width of the openings has been reduced to allow columns between each opening. The new surface texturing provides a more finished appearance.
2. The canopies have been reduced in length to match the size of the openings and increased in number to extend the entire length of the façade.
3. The center section of the building is offset from the rest of the façade by 12". The center section also rises above the height of the parapet to break up the façade and add variation to the massing.
4. The aluminum clad stairwells are offset from the rest of the façade by 12", also breaking the roof plane and adding variation to the height and massing of the structure.
5. The elevated portions of the stairwells have been modified to include curved roof treatments which mimic the materials used on the awnings and the shape of the curved portions of the building.

Should you have any questions regarding the attached, please let me know.
Thanks

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EARL STEWART TOYOTA
JUSTIFICATION STATEMENT AND STATEMENT OF PUBLIC BENEFIT

Request(s): Applications for Rezoning, Future Land Use Map Amendment, Special Exception Review & Site Plan Review for PUD Amendment (Reviewed Concurrently with an application for Abandonment of Right-of-Way)
Application Number: 4771
Planning & Zoning Board Submittal: January 28, 2015
Amended May 11, 2015

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

OVERVIEW OF REQUESTS & PROPERTY INTRODUCTION

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, Urban Design Kilday Studios (UDKS) has prepared and hereby respectfully submits these applications for the approval of a Rezoning request, Future Land Use Map Amendment, Special Exception Review request and Site Plan Review for PUD Amendment request. These applications are being submitted concurrently with an Application for Abandonment (prepared by the Law Office of Jack B. Owen, Jr., P.A.) to abandon the Right-of-Way (R-O-W) of what is commonly referred to as East Jasmine Drive.

The subject 7.19-acre property is comprised of the following land areas:

- **Lots 1-22/Block 121 of Kelsey City Plat (PCN 36-43-42-20-01-121-0010):** 2.23 acres
- **Plat of Stewart Toyota (PCN 36-43-42-21-27-000-0000):** 4.47 acres
- **East Jasmine Drive R-O-W:** 0.49 acres

All of the land area described above is located within the municipal limits of the Town of Lake Park. The subject property is generally located at the southeast corner of the intersection of Federal Highway (aka U.S. 1) and Lake Shore Drive. The subject property has a Future Land Use (FLU) designation of Commercial Residential and is within the Planned Unit Development (PUD) Zoning District, in part (4.47 acres), and the C-1 Business District Zoning, in part (2.23 acres).

With the above applications the applicant is requesting to expand the boundaries of the existing Earl Stewart Toyota PUD to encompass the 2.23-acre parcel and the East Jasmine Drive R-O-W. Ultimately the applicant is proposing a 73,503 sf enclosed facility with 22,673 s.f. of outdoor sales area and 1,048 parking spaces broken down as follows:

- **Enclosed Floor Area:** 73,503 s.f.
  - **Sales/Administration:** 28,842 s.f.
    - **Existing Floor Area:** 19,195 s.f.
    - **Phase 1 Floor Area:** 2,195 s.f.
    - **Phase 2 Floor Area:** 7,452 s.f.

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activities, these structures were demolished in 2010 after the applicant was granted temporary approval to utilize the 2.23-acre parcel for auto sales.

The applicant had previously requested and been granted approval of the R-O-W abandonment on August 4, 2004 through Resolution No. 43-07-04; however, due to the economic downturn the applicant was not able to complete all of the required conditions of approval and the resolution expired. With the expiration of the resolution, the 0.49-acre land area reverted back to public R-O-W.

SURROUNDING USES

Below is a description of the uses on the adjacent developed properties to the north, south, east and west of the subject property. Note that the acreages and ownership information referenced in this section is per information obtained from the Property Appraiser of Palm Beach County's web site.

- **North:** To the north of the subject property, across the 60' R-O-W of Lake Shore Drive, are two (2) properties:
  - **PCN 68-43-42-16-01-000-2201:** This 0.7-acre property is currently owned by 100 North Federal Highway, LLC and is within the municipal limits of the Village of North Palm Beach (NPB). This property has a FLU designation of Commercial and is within the Village's C-1 Zoning District. The use of the site is a gas and convenience store along with a car wash (Sunoco);
  - **PCN 68-43-42-16-01-000-1960:** This 0.76-acre property is currently owned by First Church of Christ Scientists, Inc. and is within the municipal limits of the Village of NPB. This property has a FLU designation of High Density Residential and is within the Village's R-3 Zoning District. The use on the site is the Islamic Center of Palm Beach;
- **South:** To the south of the subject property , across the 60' R-O-W of Ilex Drive, are two (2) properties (details below):
  - **PCN 36-43-42-21-21-001-0000:** This 0.72-acre property is currently owned by the Cedar Crest Homeowners Association. This property has a FLU designation of Commercial Residential and is within the R2A Zoning District. The use of the site is residential apartments.;
  - **PCN 36-43-42-21-21-001-0000:** This 1.1-acre property is currently owned by Cromwell Properties. This property has a FLU designation of Commercial Residential and is within the C1 Zoning District and is developed with a commercial strip center;
- **East:** To the east of the subject property, across the 60' R-O-W of Lake Shore Drive, are three (3) residential properties (details below):
  - **Various PCN's:** This is the Bay Reach condominium development owned by a variety of individuals, etc. that has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;
  - **PCN 36-43-42-21-00-002-0060:** This 0.52-acre property is a 25' wide vacant strip of land currently owned by Susan Cohen. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District. The site is appears to be the south half of an abandoned East Jasmine ROW.;

- **PCN 36-43-42-21-00-002-0030:** This is the 208-unit Mariners Key apartment development owned by Mariners Key Owner, LLC. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;

- **West:** To the west of the subject property , across the 80' R-O-W of Federal Highway (U.S. 1), are nine (9) properties (details below):
  - **PCN's 36-43-42-20-01-044-0200/0270:** This 0.98-acre property is currently owned by the Chaves Lake Park Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is a Gas station and convenience store (7-11);
  - **PCN 36-43-42-20-01-043-0260:** This 0.52-acre property is currently owned by the Patricia/R W Silc & Sil Fir Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is a restaurant.;
  - **PCN 36-43-42-20-01-043-0210:** This 0.36-acre property is currently owned by the Warren B. Mosler Trust. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is auto sales;
  - **PCN 36-43-42-20-01-042-0230:** This 0.78-acre property is currently owned by New Rochelle Plaza. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is auto related;
  - **PCN 36-43-42-20-01-042-0210:** This 0.17-acre property is currently owned by Trim Endless Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is an upholstery workshop;
  - **PCN 36-43-42-20-01-041-0300:** This 0.16-acre property is currently owned by Edward & Cynthia Wollstein. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is Boca Bargoons a fabric outlet store;
  - **PCN 36-43-42-20-01-041-0230:** This 0.62-acre property is currently owned by L P Fabrics, Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use is Boca Bargoons a fabric outlet store; and
  - **PCN 36-43-42-20-01-041-0210:** This 0.17-acre property is currently owned by Palms Building, LLC. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District. Current use mixed retail (900 Palms Building).

INTENSITY

Per the Future Land Use Classification System in the Town of Lake Park Comprehensive Plan the Commercial Residential FLU category calls for the following: "Lands and structures devoted to promoting a compatible mix of residential at up to 20 units per gross acre and commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares..." At a total of 7.19 acres the maximum 2.4 F.A.R would equate to a total of 751,671 s.f. of commercial uses. As detailed above the applicant is only

proposing a 73,503 sf commercial facility and a 142,452 sf garage which are well within the allowed F.A.R.

CONCURRENCY

Included with this application are the following documents related to the impact of the proposed project on public facilities:

- **Drainage:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed drainage system are provided. It should be noted that the storm water from this site will be retained and pretreated before being discharged into the Town's storm sewer system. Drainage that previously was part of the Jasmine Road ROW will be incorporated into the on-site drainage control system.

- **Traffic:** Please see Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 in which the conclusion states that "the project meets the Palm Beach County Traffic Performance Standards Ordinance and may be approved." The agent for the applicant will be submitting the analysis and Traffic Performance Standards (TPS) review fee directly to the Palm Beach County (PBC) Traffic Division and requesting issuance of the TPS Review Approval Letter confirming traffic concurrency.

- **Water/Wastewater:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed water/wastewater system are provided. It should be noted that the existing water lines will be updated and enlarged to better service the site and the surrounding properties.

PLATTING

The applicant intends to combine all three of the land areas previously described through the platting application.

PHASING

Pursuant to Town of Lake Park Code Section 78-77.2.(c) the applicant intends to develop the project in multiple phases as allowed by code. The enclosed plans provide details of each phase and below is a phasing schedule:

- Phases 1 and 2
  - **Commencement of Development:** As soon as possible
  - **Completion:**
    - Parking lot and landscape improvements for south lot: January 2016
    - Building Expansion and interior improvements: July 2017
- Phase 3
  - **Commencement of Development:** June 2020
  - **Completion:** December 30, 2021

SPECIAL EXCEPTION REVIEW STANDARDS

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

   RESPONSE: First and foremost, it should be noted that the dealership has existed since the mid to late 1970's; however, the provisions in Town of Lake Park Code Section 78-71 and Comprehensive Plan have been updated since the most recent approval in 2003 which now require the approval of a Special Exception application for the use. The subject property is designated Commercial Residential which is consistent with the use of the property, and the zoning designation of the site. Although the dealership predates the current codes and regulations, the existing and proposed development is consistent with the policies and objectives of the Town's Comprehensive Plan.

   Policy 1.5: *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service (LOS) standards.*

   The redevelopment of both the 1017 Federal Highway parcel and the current dealership will increase the Town's overall tax base. In addition to adding land area to the tax role that was previously un-taxed, the proposed improvements will also increase the taxable value of the site. There are no known natural or historic resources which would be adversely affected by the redevelopment. The proposed plan of development has been designed to minimize and reduce the noise and activity impacts of development to the surrounding residential communities. The proposed landscape buffers and open space far exceed code and will provide a buffer to the residents from the more active US Highway 1 corridor. Lastly, as detailed in the Concurrency section above, the proposed project is within the adopted LOS standards.

   Objective 5: *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

   The proposed expansion of the special exception use promotes infill development in a manner that is consistent with the commercial uses of the Federal Highway corridor and does not negatively affecting the existing neighboring residential and commercial uses. The proposed development plan and concessions made by the applicant will reduce existing noise levels, improve parking and circulation, reduce access points, eliminate car truck deliveries from Lake Shore Drive and increase the landscaping and buffering provided to the adjacent properties.

Policy 5.2: *The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

The property at 1017 Federal Highway is currently underutilized as it has been used as a temporary surface parking lot supporting used vehicle sales for the dealership. The current temporary use cleaned up and replaced the Journey's Inn and restaurant uses on the site which were declining and had questionable activities.

The proposed use will enhance the overall esthetic qualities of the site by improving the landscape buffers, reduce the existing noise impacts and make drainage and utility improvements which will improve the neighborhood.

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics. Furthermore, the modified development plan will be in compliance with the PUD objectives and standards. The proposed plan of development will reduce the existing non-conformities by replacing one of the existing non-conforming signs and reduce the number of access points.

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

   RESPONSE: Per the Town of Lake Park Staff Report that detailed the requests eventually approved by Resolution No. 14-05-03 Staff had concluded that, "Generally the proposal is compatible with the surrounding uses." While the applicant is requesting approval of the special exception use in response to updated codes, it has existed for nearly 40 years along the US Highway 1 corridor and is surrounded to the North, South and West by commercial development. The proposed development plan will continue to be compatible with the surrounding properties that support retail uses within the C-1 Business District along Federal Highway between Palmetto Drive and East Ilex Drive. Also, the proposed redevelopment will be architecturally compatible with the character and uses of the existing dealership as well as the Town's Architectural Guidelines.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to

the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

RESPONSE: The use has been established for nearly 40 years. The applicant is requesting approval of a Special Exception Review application in response to a code change that occurred after the most recent approval was granted on May 21, 2003. This is a request to expand the dealership from the current square footage of 45,208 square feet to 73,503 square feet (plus a 142,452 sf garage). This additional square footage will be for sales/administration and service bays/storage, which are the same types of operations currently on the site. The proposal will add a car wash and a 5-story garage that don't currently exist; however, these are accessory structures and uses common to a dealership. The proposed improvements will update and modernize the dealership, enclose noise generating operations, provide parking that is needed to accommodate the current level of use as well as future growth for a dealership that has existed for nearly 40 years. The site is currently being used for the same functions and use therefore the result of the application approval will not be an expansion, change or proliferation of the same or similar types. The surrounding US Highway 1 corridor area is fully developed with a variety of commercial uses. The proposed improvements may help to motivate surrounding commercial developments to update or upgrade their development as has happened in other communities.

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

RESPONSE: The Special Exception will not have a detrimental impact on surrounding properties as (a) there will be a maximum shift of 75 employees on site and customers (number will vary depending on day/time of the week), (b) the potential nuisance from the maintenance, repair and/or cleaning of vehicles will be mitigated by the fact that these uses will be done in enclosed areas and (c) as shown in the enclosed Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 the combined total of peak hour trips entering the property will be 53 cars (AM)/37 cars (PM) and leaving the property will be 10 (AM)/35 (PM). As such, this shows that the average will be 0.75 cars entering the property every minute during the peak hour and 0.38 cars leaving the property every minute during the peak hour, or an overall average of 0.57 cars per minute. Furthermore, the applicant is requesting to close one of the existing driveways in the northeast corner of the subject property which will lessen the impact on the neighboring residential properties. Lastly, and most important, the proposed

redevelopment will improve the appearance of the dealership through architectural treatments and an increased landscape buffer.

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

   RESPONSE: (a) The proposed garage in the southeast corner of the subject property will be similar in height to the surrounding residential structures it will be separated from those structures by approximately 106 feet (to the south) and 107 feet (to the east). A shadow study has been done that shows that the adjacent properties will not be impacted by the shadow of the building. The proposed garage is 34'6" in height on the east side which is 15'6" less than the 50' height allowed by the PUD sections of the Land Development Regulations. In addition the proposed plan provides for 25' buffers with significant landscaping along the Lake Shore Drive and East Ilex Drive ROW's. (b) The use has existed for nearly 40 years and the surrounding property values have been based on the fact that this use was in place. The applicant understands that the property values have increased as a result of previous improvements made. The proposed improvements will increase the taxable value and improve the esthetic quality of the site. The improvements will allow the dealership to thrive and grow which will maintain the health and vitality of the area. (c) The proposed development plan for the subject property should act as a catalyst for the improvement, development or redevelopment of surrounding properties. (d) There are no natural systems that will be negatively impacted by the proposed development. (e) As part of the approval granted through Resolution No. 14-05-13 the applicant provided an enhanced pedestrian area on the east side of the 4.47-acre parcel which will remain and be extended around the south side of the site. In addition, the applicant is proposing a public bus shelter along the US Highway 1 Corridor. The site will include internal connections to the public sidewalk that runs around the entire site.

SITE PLAN REVIEW FOR PUD AMENDMENT STANDARDS

The nature of the request is for the following amendments to the site plan that was previously approved through Resolution No. 14-05-03:

a. Reconfigure the Site Plan;
b. Add land area (2.72+/- acres);
c. Reconfigure access points as follows:
   - Delete one (1) existing access point in northeast corner of existing PUD;
   - Remove access points to East Jasmine Drive;

- Provide one (1) new access point to Lake Shore Drive (just south of current intersection of East Jasmine Drive and Lake Shore Drive);
- Provide one (1) new access point to Federal Highway (U.S. 1) along west property line (just north of current intersection of East Jasmine Drive and Federal Highway [U.S. 1]); and
- Maintain existing access point to Ilex Drive in southwest corner of 2.23-acre parcel.

d. Amend the enclosed floor area as follows:
   - **Sales/Administration:** +9,434 s.f. (from 19,408 s.f. to 28,842 s.f.) (note that while the square footages listed above show an existing s.f. of 19,297, Resolution No. 14-05-03 allowed up to 19,408 s.f.);
   - **Service Bays/Storage:** +7,580 s.f. (from 37,081 s.f. to 44,661 s.f.) (note that while the square footages listed above show an existing s.f. of 25,911, Resolution No. 14-05-03 allowed up to 37,081 s.f.) and +23 service bays (from 25 service bays to 48 service bays);

e. Increase the Outdoor Sales Display Area by 5,566 s.f. (from 17,107 s.f. to 22,673 s.f.);

f. Increase the number of employee/customer parking spaces by 68 spaces (from 151 spaces to 219 spaces).

Below are responses to the two questions referred to in the attached application:

1. *What will be the impact of the proposed change to the surrounding area?*

   RESPONSE: Allowing the applicant to redevelop the subject property should have a positive impact on the surrounding area in that it will combine two properties (along with the East Jasmine Drive R-O-W) currently utilized by the applicant for vehicle sales and rental into one unified development. This will not only create a unified architectural theme but will also create a consistent landscape theme that will enhance the view from surrounding properties. The height/mass of the proposed parking garage will be mitigated by architectural design and the additional landscaping provided. The proposed improvements will enclose noise producing activities, provide needed parking to eliminate the use of ROW areas, eliminate the use of Lake Shore Drive for transport truck deliveries, improve drainage and utility services to the surrounding areas, reduce the hours of car deliveries, improve security, reduce noisy activities on the site, minimize development and increase open space in comparison to uses allowed by right on the site, provide a public bus shelter, expand the parkway treatment along the Lake Shore and Ilex Drive Rights-of-ways and reduce the existing non-conformities of the site.

2. *How does the proposed Project comply with the Town of Lake Park's zoning requirements?*

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics.

Furthermore, see table below that details compliance with the other sections of the code:

ZONING REQUIREMENTS COMPLIANCE CHART				
Standard	**Requirement**	**Existing**	**Proposed**	**Compliance**
Min. Site Area	80,000 s.f.	4.47 acres	7.19 acres (313,196 s.f.)	Yes
Max. Bldg. Ht.	4 stories or 50'	33'	45.5'	Yes
Min. Open Space	15%	Unknown	20%	Yes
Front Setback	25'	93'	93'	Yes
Side (facing street) Setback	15'	87'	25'	Yes
Rear Setback	15'	48'	25'	Yes
Display Parking Setback	25'	15'	15'	Approved Waiver
Employee/ Customer Parking	204 spaces	151 spaces	219 spaces	Yes
Standard Parking Space Dimensions	10' X 18.5'	10' X 18.5'	10' X 18.5'	Yes

PUBLIC BENEFIT

The expansion of the existing Earl Stewart PUD will promote and support continued success of this long standing business in the Town of Lake Park. The proposed redevelopment will address operational constraints of the existing dealership and the redevelopment of the site will address the ceasing of the temporary use of the 2.23-acre parcel. Following are a list of some of the proposed public benefits of this project if approved:

- Increased property values and tax base for Town (Additional land area as well as site improvements)
- Payment to Town for ROW ($300,000)
- Improvements to the drainage system of Lake Shore Drive (Proposed drainage plan will incorporate approximately 22,000 cubic feet of runoff onto the site which currently flows directly into Jasmine Drive during a 25 year storm. The redirection of this water is intended to reduce the flooding on Lake Shore Drive.)
- Improvements to utility system for surrounding properties (Extension of 8" water main across US Highway 1 will include connection to the existing 6" water main in Lake Shore Drive. This improvement is anticipated to improve water service to the entire system east of Lake Shore.)

- New jobs (The applicant intends to hire 30-40 new employees as part of the proposed expansion)
- LEED Certification and educational opportunities for local students (The applicant intends to meet LEED Certification requirements which far exceed Town standards. In addition, there are anticipated to be opportunities for educational components to be added to the layout and design.)
- Enclosure of noise producing activities (Existing service areas will be enclosed which will substantially reduce existing noise levels).
- Elimination of noise producing activities (Removal of outdoor speakers and replacement of car locating procedures)
- Additional parking to alleviate congestion and overflow parking
- Restriction on use of Lake Shore Drive by vehicle transport trucks
- Increased landscape buffers and open space in excess of code requirements
- Reduction of curb cut access points
- Separation of active uses on the site from surrounding residential communities
- Reduction of height and lot coverage as allowed by code
- Reduction of existing signage non-conformity
- Additional streetscape park area
- Public bus shelter
- Improved public safety for customers and employees crossing East Jasmine
- East Ilex Drive traffic will be less than allowed by traffic performance standards
- Esthetic improvements to site including architecture and landscaping
- Greater control and conditions of approval through PUD approval

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, UDKS respectfully requests favorable review and consideration of these Rezoning, Special Exception Review and Site Plan Review for PUD Amendment applications for the Earl Stewart Toyota. The agent at UDKS is Anne Booth who can be reached at the numbers above or via email at abooth@udkstudios.com. Please feel free to contact the agent with any questions or for additional information in support of the requested applications.

Sample Bus Shelter Design #1 (for future discussion)

Community
MAR 1 1 2015
Development

Sample
Bus Shelter
Design #2
(for future discussion)
Community
1 2015
Development

RESOLUTION NO. 14-05-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 14-05-03 THE SITE PLAN FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE EXPANSION OF THE EXISTING DEALERSHIP; PROVIDING FOR THE SPECIAL EXCEPTION USE APPROVAL OF A VEHICLES SALES ESTABLISHMENT; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Urban Design Kilday Studios, is the authorized agent ("Applicant") for Earl Stewart LLC and Commercial Investments LLC, ("Owner"); and

WHEREAS, the Owner owns the property legally described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, the Owner has proposed a three phased expansion and redevelopment of its vehicle dealership, known as Earl Stewart Toyota; and

WHEREAS, on behalf of the Owner, the Applicant has submitted Applications for a Site Plan and the Special Exception Use of "motor vehicle sales" ("the Application"); and

WHEREAS, the Site has a future land use designation of "Commercial/Residential"; and

WHEREAS, the Owner proposes to expand the previously approved Earl Stewart Toyota PUD, originally approved by Resolution 14-05-03 by adding property it has purchased and by purchasing a 0.49 acre portion of the East Jasmine Drive right-of-way (the Site); and

WHEREAS, the zoning of the Site is PUD District with an underlying zoning designation of Commercial-1 Business District (C-1);

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission that it approve it subject to certain conditions; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at this hearing, the Town Council considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Applications.

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

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

Section 2. The Town Commission hereby approves a site plan and special exception use of "Motor Vehicle Sales" authorizing the expansion of the Earl Stewart Toyota PUD subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans: **(INSERT UPDATED PLAN SUBMITTAL TITLES AND DATES)**

2. Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8am to 6pm on Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.

3. Deliveries to the Site shall not be made before 7am or after 7pm.

4. The hours of operation of the *customer-only* car wash component are limited to 8am-8pm, Monday through Saturday.

5. The servicing of vehicles shall be conducted completely indoors and is limited to Monday through Saturday.

6. The use of a public address or outdoor speaker system is prohibited.

7. Any proposed disruption to the normal flow of traffic, entry/exit streets or parking areas within the rights of way of North Federal Highway, East Ilex Drive, Palmetto Drive, or Lakeshore Drive during the construction of the Site, shall be subject to the review and approval of the Community Development Department (the Department).

8. The Owner shall maintain all landscaping on the Site from the date of the issuance of the Certificate of Occupancy by the Town for so long as the Site is operated pursuant to this Resolution or subsequent Resolutions amending same. The Owner shall be responsible for replacing any and all expired or dying landscaping shown on the approved Site Plan and Landscaping Plan.

9. The hedge material for the Site shall be maintained at a height of five feet.

10. The Owner shall maintain safe pedestrian passages at each of the Site's entrances.

11. The Owner shall ensure that any and all contractors working on the Site use commonly accepted practices to reduce airborne dust and particulates during construction.

12. The dumpster/trash compactor areas shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.

13. Prior to issuance of the Certificate of Occupancy, the Owner shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.

14. Prior to the issuance of a building permit, the Owner shall have received approval of the Plat for the Site.

15. Prior to the issuance of any building permits for Phase 1, the Applicant shall submit to the Department copies of any permits the Owner has obtained from other governmental agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division, the State of Florida Department of Environmental Protection, and the Florida Department of Transportation (FDOT).

16. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other details submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department of Community Development, and shall be subject to its review and approval.

17. All drainage construction work shall comply with FDOT standards for North Federal Highway and the Town of Lake Park's future reconstruction design plans for Lakeshore Drive. The drainage construction work and reconstruction of Lakeshore Drive shall be subject to the review and approval of the Town Engineer and the Director of the Department of Public Works.

18. Prior to the issuance of the certificate of occupancy for Phase 1, the Owner shall submit a letter and report demonstrating that the car wash's mechanical system has been designed such that it is within the code prescribed sound levels.

19. Signs shall be installed around the Site at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance, indicating that "Transport truck traffic is prohibited along Lakeshore Drive".

20. Prior to the issuance of a Certificate of Occupancy, the Owner shall submit its proposed design for a bus shelter on Federal Highway. The bus shelter design shall be subject to the review and approval of the Town Commission. The Owner shall secure all necessary FDOT permits. Prior to the issuance of a Certificate of Occupancy for Phase 1, the Owner shall submit an access easement granting the Town access. The easement shall be subject to the review and approval of the Town Attorney.

21. The Site shall be developed in [three Phases], as follows (provide construction details for phases):

    Phase 1: Commencement (September 2016); Completion (September 2017)
    Phase 2: Commencement (December 2017); Completion (December 2018)
    Phase 3: Commencement (June 2020); Completion (December 30, 2021)

22. **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application shall be paid to the Town within 10 days of receipt of an invoice from the Town. The Owner's failure to reimburse the Town these fees and costs within 10 days of the Town's delivery of an invoice to the Owner may result in the suspension of any further review of plans or construction activities, and may result in the revocation of any approved Development Orders.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.

Section 4. This Resolution shall become effective upon adoption.

DISTRIBUTED 2003

DISTRIBUTED 2003

RESOLUTION NO. 14-05-03

A RESOLUTION OF THE TOWN OF COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN APPLICATION FOR A SITE PLAN SUBJECT TO CONDITIONS AND WAIVERS ON 4.47 ACRES OF LAND, OWNED BY EARL STEWART, LLC, LOCATED AT THE NORTHWEST QUADRANT OF THE INTERSECTION OF LAKESHORE DRIVE AND JASMINE DRIVE.

WHEREAS, Earl Stewart, LLC (the owner) has consented to and authorized the filing of an application by Urban Design Studio, (the applicant) seeking to rezone the subject property from C-1, business district, to Planned Unit Development (PUD) for the property located at the Northwest quadrant of Lakeshore Drive and Jasmine Drive, (the subject property) in the town of Lake Park; and

DISTRIBUTED 2003

DISTRIBUTED 2003

WHEREAS, Earl Stewart, LLC (the owner) has consented to and authorized the filing of an application by Urban Design Studio, (the applicant) seeking site plan approval for the property located at the Northwest quadrant of Lakeshore Drive and Jasmine Drive, (the subject property) in the town of Lake Park; and

WHEREAS, the subject property's legal description is contained in Exhibit A and it's general location is shown in Exhibit B, both of which are attached hereto and incorporated herein; and

WHEREAS, the Applicant proposes to construct 19,408 square feet for automotive sales and body shop offices, 9,241 square feet for an automotive body repair shop, 27, 840 square feet for automotive service, which includes 25 service bays, an 8,566 square foot covered drop off area and an area specializing in automotive parts, 17, 107 square feet for outdoor vehicle display, and 65,124 square feet for vehicle storage; and,

DISTRIBUTED 2003

DISTRIBUTED 2003

WHEREAS, the Applicant has proposed several waivers of the Town Code so as to provide an innovative site design; and,

WHEREAS, the planned unit development district allows the Town Commission, at its discretion to waive certain zoning requirements and use restrictions provided that the spirit and intent of the zoning regulations are met; and,

WHEREAS, the Town Commission, upon the recommendation of the Town Planning and Zoning Commission, may by ordinance authorize the location and development of a Planned Unit Development which may

differ from the specific requirements of the Zoning Code of the Town of Lake Park, provided the PUD is in keeping with the general purpose and intent of the Town's land development regulations and Comprehensive Plan; and,

WHEREAS, the Lake Park Planning and Zoning Commission has reviewed the Applicant's site plan application and has made its recommendation to the Town Commission; and

DISTRIBUTED 2003

WHEREAS, the Town Commission has considered the evidence presented to it by the Town Staff, the Applicant, and other interested parties and members of the public, and has determined that the application is consistent with the Town's Comprehensive Plan and Town's Land Development Regulations provided the conditions and waivers are accepted by the applicant and commission, respectively ; and,

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lake Park;

Section1: The whereas clauses are incorporated herein as true and correct as the findings of fact and conclusions of Law of the Town Commmision.

Section 2: The Town Commission hereby approves the site plan, including the architectural elevations submitted for 19,408 square feet for automotive sales and body shop offices, 9,241 square feet for an automotive body repair shop, 27, 840 square feet for automotive service, which includes 25 service bays, an 8,566 square foot covered drop off area and an area specializing in automotive parts, 17, 107 square feet for outdoor vehicle display, and 65,124 square feet for vehicle storage which include waivers of the following sections of the Town Code.

DISTRIBUTED 2003

1. Section 32-89 Supplemental Parking Requirements (g) Commercial New and Used (1) Parking (a) Display and 32-15 C-1 (1) j Sales, Service and Rental of Motor Vehicles - Waiver to allow a 15-foot setback from the street line for display parking.

2. Section 32-146 (h) (2) - Waiver to allow an increase in the spacing of the trees to 30 feet on center along western boundary of the property, which faces US Highway 1 only.

3. Section 32-146 Minimum Landscape Requirements (c) Parking Areas (3.) Waiver to not require wheel-stops in the parking area, except for curbing along all landscape islands and buffers within the parking area or where said parking areas are adjacent to a public right of way.

DISTRIBUTED 2003

4. Section 32-146 Minimum Landscape Requirements (c) Parking (5.) Multi-Level Garage: Require planters on roof for shade trees so no space more than 40 ft. from center - Waiver to not require planters on the roof. Applicant will provide enhanced landscape area along Lakeshore Drive, including park benches and decorative lighting as shown on the site plan.

DISTRIBUTED 2003

5. Section 32-53 Permitted Signage (o) Freestanding Sign (5) Maximum height – 30' – Waiver to allow one 40-foot freestanding sign and one 15-foot freestanding sign on the subject site.

Section 3: The Town Commission hereby approves the Site Plan, for the subject property subject to the Applicant, its successors and assigns' compliance with the following conditions:

1. The Landscape Architect of Record shall provide the Town of Lake Park with certification that all landscaping proposed is installed according to the landscape plans prior to issuance of a Certificate of Occupancy.

2. At the time of Permit Review the applicant shall provide the Community Development Department a photometric plan and lighting schematic for review, prior to the issuance of a building permit.

3. The Applicant shall provide an enhanced landscape buffer with decorative lighting and seating along Lakeshore Drive as shown on the Site Plan.

4. In lieu of meeting the Open Space Recreational Area requirements of the Town's PUD regulations the Applicant shall provide a linear park on the east side of the subject property. The specifications and design of the linear park shall reflect the representations made by the Applicant's authorized representatives at the April 7th, 2003 Planning and Zoning Commission Hearing.

DISTRIBUTED 2003

5. All electric power lines located within the boundary of the subject property shall be located or relocated under ground.

6. The applicant's operation of its Public Address (PA) System shall be subject to monitoring for one year following the adoption of this Resolution. In the event the PA is deemed by the Commission to be adverse to the surrounding residential areas, then the applicant shall eliminate outdoor speakers.

DISTRIBUTED 2003

7. The vehicle display signage and the 40-foot freestanding sign associated with the applicant's site plan shall not run with the land and shall not be permitted should there be a subsequent user of the site other than Stewart Toyota.

Section 4: This Resolution shall take effect immediately upon passage.

DISTRIBUTED
2003

The foregoing Resolution was offered this 21st day of May, 2003, by Commissioner Balius, who moved its approval. The motion was seconded by Commissioner Otterson, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	X	
VICE MAYOR CHUCK BALIUS	X	
COMMISSIONER PAUL GARRETSON	ABSENT	
COMMISSIONER JEANINE LONGTIN	X	
COMMISSIONER BILL OTTERSON	X	

The Mayor thereupon declared Resolution No. 14-05-03 duly passed this 21st day of May, 2003.

DISTRIBUTED 2003

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor Paul Castro

ATTEST:

Carol Simpkins
Town Clerk

Approved as to form and legal sufficiency

Thomas J. Baird, Town Attorney

(Town Seal)

TOWN OF LAKE PARK SEAL FLORIDA

DISTRIBUTED 2003

Exhibit "A"

WARRANTY DEED

THIS WARRANTY DEED made and executed the 6th day of October, 1980, by LAKE PARK MOTOR PLAZA, INC., a Florida corporation, and having its principal place of business at 160 Reef Road, Palm Beach, Florida 33480, hereinafter called the Grantor, to DOUGLAS B. STEWART and EARL D. STEWART, JR., as tenants in common each owning an undivided one-half interest, whose post office is 1908 South Dixie Highway, West Palm Beach, Florida - 33409, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Palm Beach County, Florida, to-wit:

Beginning at a point where the Northerly boundary line of Lot 42 of Block 122, KELSEY CITY (now Lake Park, Florida), according to the Plat thereof recorded in Plat Book 8, Page 33, of the Public Records of Palm Beach County, Florida, intersects the present Easterly boundary line of U. S. Highway No. 1 as now established (which Easterly boundary line is fixed and established by conveyance to the State of Florida recorded in Deed Book 803, Page 158, of the Public Records of Palm Beach County, Florida); thence running South along the said Easterly boundary line of said U. S. Highway No. 1 a distance of 400 feet; thence running Easterly parallel with the Southerly boundary line of Lots 17 and 18 of said Block 122 to the Westerly right-of-way line of Lakeshore Drive; thence Northerly and Westerly following said boundary line of Lakeshore Drive to the Point of Beginning.

SUBJECT TO Dedication of Easement for Public Utilities by Bev Smith Ford, Inc. to Town of Lake Park, Florida, by instrument dated December 26, 1962, recorded in Official Records Book 1036, Page 1634, Public Records of Palm Beach County, Florida.

SUBJECT TO Easement granted by Bev Smith Ford, Inc. to Florida Power & Light Company and Southern Bell Telephone & Telegraph Company by instrument recorded in Official Records Book 861, Page 410, Public Records of Palm Beach County, Florida.

SUBJECT TO Easement granted by Bev Smith Ford, Inc. to Palm Beach County Utilities Company by instrument recorded in Official Records Book 864, Page 167, Public Records of Palm Beach County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

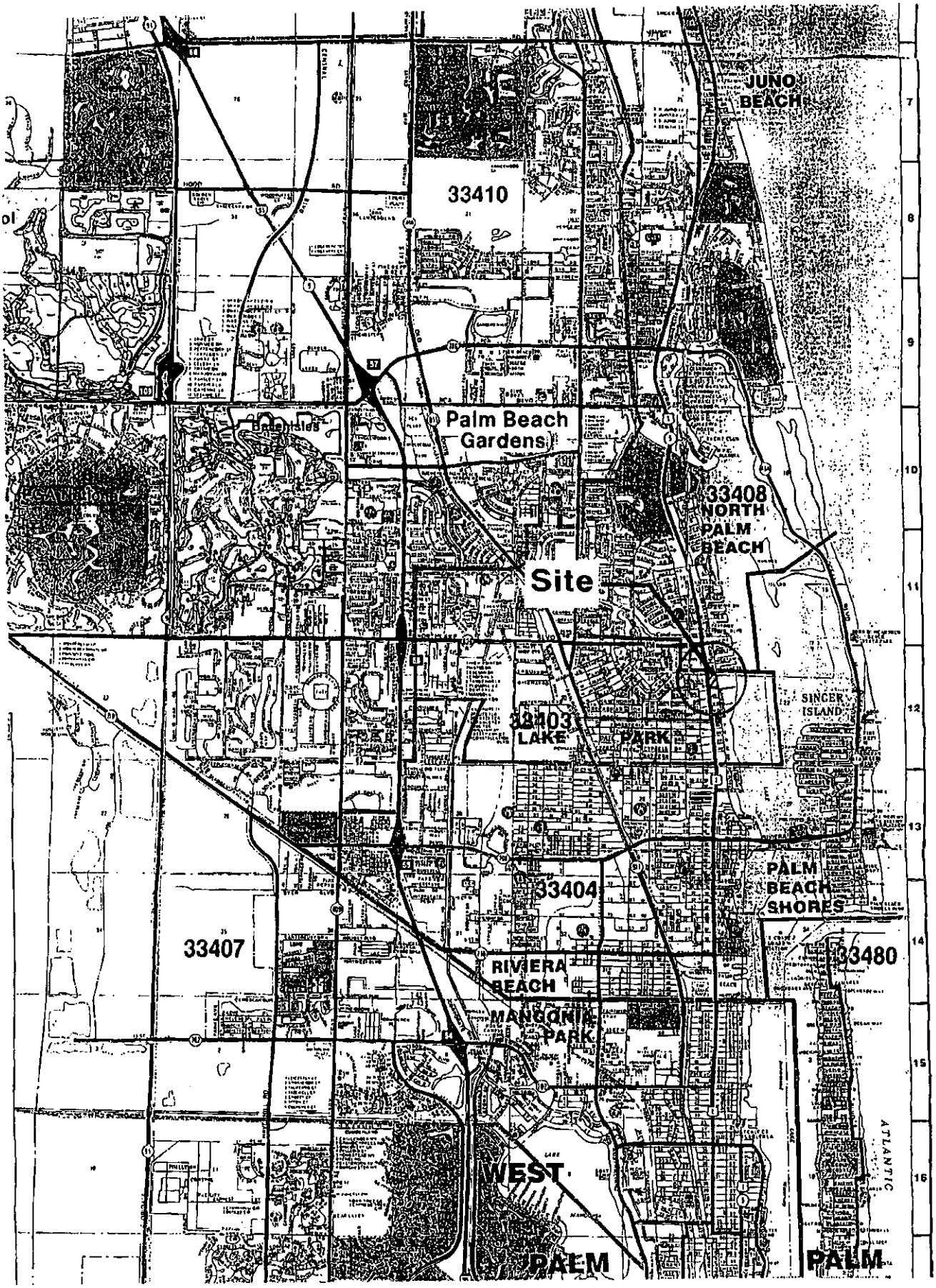
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said

80 170535

B3381 P1825

Rec'd by: STEEL HECTOR DAVIS FLORIDA & ASSOCIATES 200 South Dixie Highway PALM BEACH, FLORIDA 33401



TWP 42
RNG 43
SEC 21

Stewart Toyota

Town of Lake Park, FL

Location Map

Exhibit "B"

Scale: NTS

UDS Job #: 03-002.00

Date: 02.28.03

THE PALM BEACH POST

Published Daily and Sunday
West Palm Beach, Palm Beach County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared Tracey Diglio, who on oath says that she is Telephone Sales Supervisor of The Palm Beach Post, a daily and Sunday newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising, being Notice in the matter of Public Meeting was published in said newspaper in the issues of May 14, 2003. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Tracey D. Diglio

Sworn to and subscribed before this 14th day of May, A.D. 2003

Karen M McLinton

Personally known XX or Produced Identification _____

Type of Identification Produced _____

KAREN M McLINTON
MY COMMISSION # CC 979659
EXPIRES: Nov 15, 2004
1-800-3-NOTARY FL Notary Service & Bonding, Inc

NO. 7263573
NOTICE OF PUBLIC MEETING BY THE TOWN COMMISSION TOWN OF LAKE PARK, FLORIDA

PLEASE TAKE NOTICE AND BE ADVISED that the Town Commission will hold a Public Hearing on May 21, 2003, at 7:30 p.m. or as soon thereafter as can be heard, in the Town Chambers at Town Hall, 535 Park Avenue, Florida, for the approval of a Site Plan for Stewart Toyota, located at the southeast corner of US #1 and Lake Shore Drive, bounded to the south by Jasmine Drive, Lake Park, Florida. The site is a Planned Unit Development consisting of 4.47 acre.

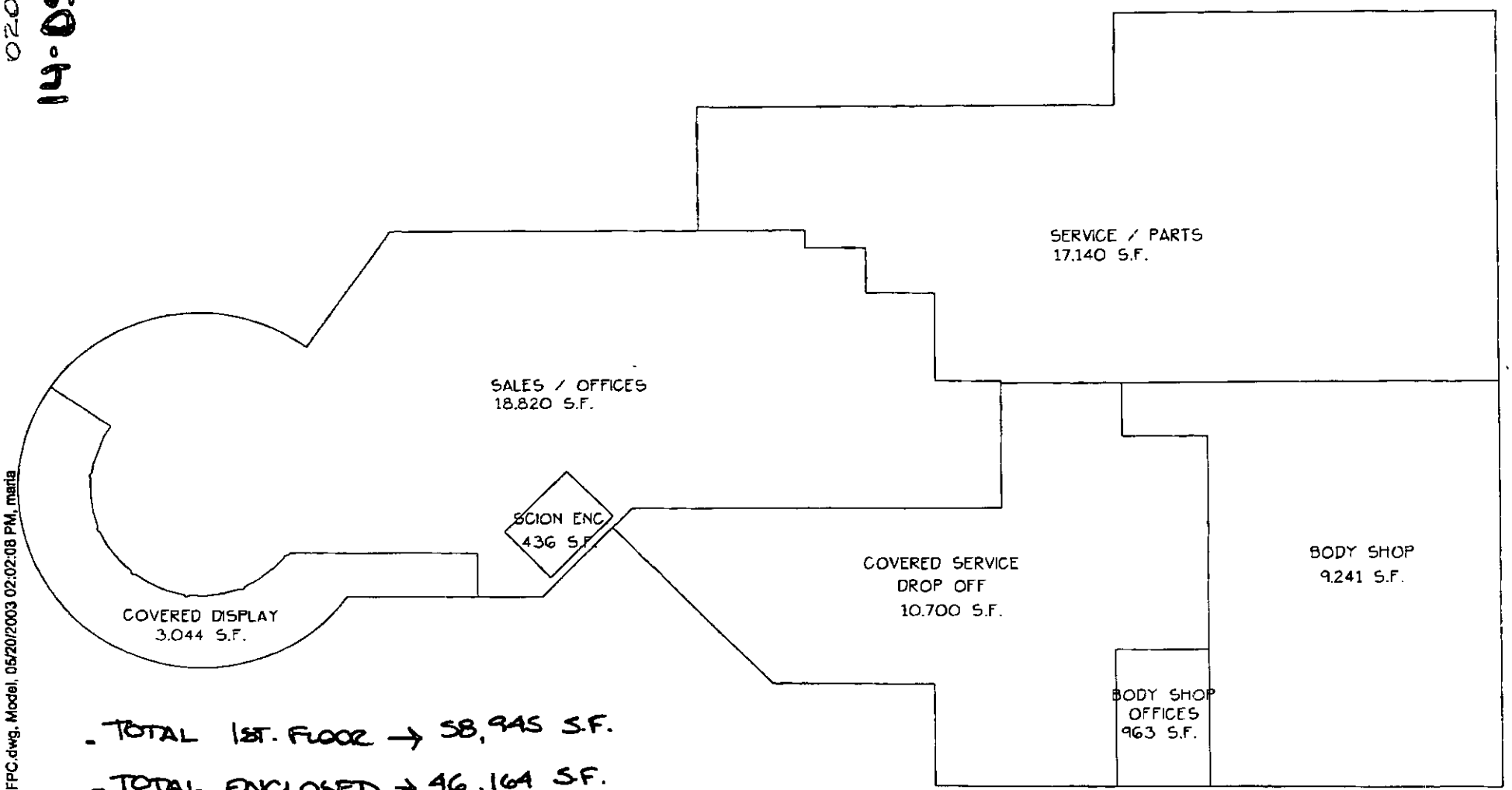
All documents pertaining to said petition are on file in the Community Development Department located at Town Hall, 535 Park Avenue, Lake Park, Florida 33403 (561) 881-3318 and may be reviewed by members of the public during normal business hours, 8:30 a.m. to 5:00 p.m. Monday through Friday. All members of the public are invited to attend and participate in the meeting.

In accordance with the American Disabilities Act and Florida Statute 86.26, persons with disabilities needing special accommodations to participate in this process should contact the Town Clerk's Department, no later than 5 days prior to the proceeding at telephone number (561) 881-3318 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers (800) 955-8771 (TDD) or (800) 955-8700 (VOICE) for assistance. If a person decides to appeal any decision made by the Commission, with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings, and for such purpose, they 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. One or more Town Commissioners may be present at this meeting.

PUB: The Palm Beach Post
May 14, 2003

STEWART TOYOTA
02012

14-05-03



- TOTAL 1ST. FLOOR → 58,945 S.F.
- TOTAL ENCLOSED → 46,164 S.F.
  W/SERVICE/PARTS
- TOTAL ENCLOSED → 29,024
  W/O / SERVICE/PARTS

P:\02\STOY2013\STOY-FPC.dwg, Model, 05/20/2003 02:02:08 PM, maria

* see plan sheets for site details + additional studies *

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

(1) site plan with special exception use
(2) Rezoning

APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT

* (Rezoning)

For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements*

Project Name: Earl Stewart Toyota PUD

Project Address: 1017/1215 Federal Highway

Property Owner: Commercial Investment, LLC and Earl Stewart, LLC

APPLICANT INFORMATION:

Applicant Name: Anne Booth, Principal, Urban Design Kilday Studios

Applicant Address: 477 S. Rosemary Avenue, Suite 225, West Palm Beach, FL 33401

Phone: (561) 366-1100 **Fax:** (561) 366-1111 **E-Mail:** abooth@udkstudios.com

SITE INFORMATION:

General Location: Southeast corner of Federal Highway (U.S. 1) and Lake Shore Drive

Address: 1017/1215 Federal Highway

Zoning District: PUD/C-1 **Future Land Use:** Commercial Residential **Acreage:** 7.19

Property Control Number (PCN): 36-43-42-20-01-121-0010 & 36-43-42-21-27-000-0000

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	R-3/C-1 (NPB)	Islamic Center of Palm Beach & Sunoco	House of Worship/C-Store w/Gas Sales
East	R-1AA	Bay Reach & Mariner's Key	Condominiums
South	R-2A/C1	Cedar Crest & Variety of Commercial Businesses	Condominiums & Variety of Commercial Businesses

Community
JAN 2 8 2015

West	C1B	Variety of Commercial Businesses	Variety of Commercial Businesses

JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed).

1. Please explain the nature of the request:

Please see attached justification statement.

2. What will be the impact of the proposed change to the surrounding area?

Please see attached justification statement

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements? to and comprehensive plan.

Please see attached justification statement

LEGAL DESCRIPTION:

The subject property is located approximately 0 mile(s) from the intersection of Federal Highway (U.S.1) and Lake Shore Drive, on the ____ north, X east, _____south, _____ west side of the Federal Highway (U.S.1) (street/road).

Legal Description: See attached Survey.

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.

see attached — March 14, 2014

OWNER/APPLICANT Signature — Date

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, Anne Booth, have read and understand the regulations above regarding cost recovery.

file copy

Property Owner/Agent Signature

March 14, 2014
Date

REVISED: 10/29/2013, previous versions obsolete

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Project Name: Earl Stewart Toyota

Project Address: 1017/1215 Federal Highway

Property Owner: Commercial Investment, LLC and Earl Stewart, LLC

APPLICANT INFORMATION:

Applicant Name: Anne Booth, Principal, Urban Design Kilday Studios

Applicant Address: 477 S. Rosemary Avenue, Suite 225, West Palm Beach, FL 33401

Phone: (561) 366-1100 **Fax:** (561) 366-1111 **E-Mail:** abooth@udkstudios.com

SITE INFORMATION:

General Location: Southeast corner of Federal Highway (U.S. 1) and Lake Shore Drive

Address: 1017/1215 Federal Highway

Zoning District: PUD/C-1 **Future Land Use:** Commercial Residential **Acreage:** 7.19

Property Control Number (PCN): 36-43-42-20-01-121-0010 & 36-43-42-21-27-000-0000

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	R-3/C-1 (NPB)	Islamic Center of Palm Beach & Sunoco	House of Worship/C-Store w/Gas Sales
East	R-1AA	Bay Reach & Mariner's Key	Condominiums
South	R-2A/C1	Cedar Crest & Variety of Commercial Businesses	Condominiums & Variety of Commercial Businesses
West	C1B	Variety of Commercial Businesses	Variety of Commercial Businesses

APPLICATION REQUIREMENTS

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

   Please see attached justification statement.

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

   Please see attached justification statement.

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

   Please see attached justification statement.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

   Please see attached justification statement.

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

   Please see attached justification statement.

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

   Please see attached justification statement.

7. Please provide the following:

   a. Special Exception fee plus escrow of $800.00.

      Please see enclosed check.

   b. Advertising costs: The petitioner shall pay all costs of publication of public healing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.

      Please see enclosed check.

   c. Courtesy Notice Property Owners List. A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official tax role in the Comity Court House. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.

      This will be provided by the agent once the project is scheduled for public hearings.

   d. The applicant must place a 3'x 3' sign on the propelty to be readily visible to vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED FOR A CONDITIONAL USE- TOWN OF LAKE PARK". The applicant shall remove sign from subject property within ten (10) days of final action.

      This will be posted once the project is scheduled for public hearings.

   e. Location Map

      Please see enclosed Site Plan prepared by Urban Design Kilday Studios dated March 14, 2014 that includes a location map.

   f. Provide a site plan drawn to scale indicating the size of the buildings, the intended floor area ratios, the quantity of parking spaces proposed to be provided, the intended access road(s), the general type of construction in accordance with the Florida Building Code and the codes of the Town of Lake Park, and the availability and approximate location of utilities.

      Please see enclosed Site Plan prepared by Urban Design Kilday Studios dated March 14, 2014.

   g. Provide a certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

      Please see enclosed Preliminary Survey prepared by Lidberg Land Surveying dated March 2014.

DOCUMENTS:

1. A statement of the applicant's interest in the property.

   Please see attached justification statement.

2. A warranty deed with an affidavit from the applicant that the deed represents the current ownership.

   Please see enclosed warranty deeds.

REPORTS:

1. A traffic impact analysis, if required by the Town Engineer or staff, on the project generated Traffic impact on the external street serving the site.

   Please see enclosed Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants dated March 13, 2014.

2. For the final review, 13 complete sets of all final required documents, after approval of all other governing agencies, must be submitted.

   Please see attached justification statement.

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, Anne Booth, have read and understand the regulations above regarding cost recovery.

file copy

Property Owner/Agent Signature

March 14, 2014
Date

REVISED: 10/29/2013, previous versions obsolete

11/21/2003 09:16:51 20030725658
OR BK 16222 PG 0240
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70

Prepared by:
M. Richard Sapir, P.A.
712 U.S. Highway One, Ste. 400
North Palm Beach, FL 33408
561-844-3600
File Number: 10065.000
Property Identification No.: **36-43-42-20-01-122-0010**

Warranty Deed

THIS WARRANTY DEED, made as of this 17th day of November, 2003, between **Earl D. Stewart, Jr.**, a married man, whose post office address is **900 Ocean Drive, Unit 401, Juno Beach**, of the County of **Palm Beach**, in the State of **Florida**, Grantor, and **Earl Stewart, LLC**, whose post office address is **1215 N. Federal Highway, Lake Park**, of the County of **Palm Beach**, in the State of **Florida**, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to wit:

THOSE PORTIONS OF LOTS 1 TO 9 AND 26 TO 42 (INCLUSIVE) OF BLOCK 122, KELSEY CITY (NOW LAKE PARK), FLORIDA, AS PER PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTHERLY BOUNDARY OF LOT 42 OF BLOCK 122 OF KELSEY CITY (NOW LAKEPARK), FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 35, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, INTERSECTS THE PRESENT EASTERLY BOUNDARY LINE OF U.S. HIGHWAY NO. 1 AS NOW ESTABLISHED (WHICH EASTERLY BOUNDARY LINE IS FIXED AND ESTABLISHED BY CONVEYANCE TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 803, PAGE 158, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE RUNNING SOUTH ALONG THE SAID EASTERLY BOUNDARY LINE OF SAID U.S. HIGHWAY NO. 1 A DISTANCE OF 400 FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE SOUTHERLY BOUNDARY LINES OF LOTS 17 AND 18 OF SAID BLOCK 122 TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE NORTHERLY AND WESTERLY FOLLOWING SAID BOUNDARY LINE OF LAKE SHORE DRIVE TO THE POINT OF BEGINNING.

Parcel Identification Number: **36-43-42-20-01-122-0010**

Subject to restrictions, reservations, easements, limitations and matters of record, which are not hereby reimposed, and taxes accruing subsequent to 12/31/03.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2003.**

The property conveyed hereby is not the homestead of Grantor, who maintains a homestead at 900 Ocean Drive, Unit 401, Juno Beach, Florida.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

THIS TRANSFER IS FROM AN INDIVIDUAL TO HIS PRE-EXISTING WHOLLY-OWNED LIMITED LIABILITY COMPANY AND IS THEREFORE EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO KURO, INC. V. STATE OF FLORIDA, DEPARTMENT OF REVENUE, 713 So.2nd 1021.

Signed, sealed and delivered in our presence:

Witness Name: JANET C. GOETZ

Witness Name: Lee Ann Allen

EARL D. STEWART, JR.

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 18th day of November, 2003, by EARL D. STEWART, JR., who is personally known to me or [ ] has produced _____ as identification.

[Notary Seal]

Notary Public
Printed Name: M. Richard Sapiri

My Commission Expires: _____

F:\WPDOCS\SAPIR\Stewart Agencies & Earl Stewart\Warranty Deed.wpd

Document is NOT OFFICIAL! This Document is the property of the Palm Beach County Clerk & Comptroller's Office. Unofficial Document

CFN 20040499939
OR BK 17453 PG 1869
RECORDED 08/26/2004 16:33:23
Palm Beach County, Florida
AMT 2,450,000.00
Doc Stamp 17,150.00
Dorothy H Wilken, Clerk of Court

Prepared By and Return To:
J. Richard Harris, Esquire
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Blvd., Suite 800
Palm Beach Gardens, FL 33410
W/C #32 - File No. 40958

Property Control No. 36-43-42-20-01-121-0010

WARRANTY DEED

THIS WARRANTY DEED, made this 25th day of August, 2004

between **Journey's Inn Lake Park, LLC, a Florida limited liability company**

hereinafter called the Grantor,

whose mailing address is 1025 U.S. Highway One
Lake Park, Florida 33403

to **Commercial Investments, LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is 1215 North Federal Highway
Lake Park, FL 33403

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of Palm Beach, State of Florida, to-wit:

Lots 1 through 11, inclusive, less the West 20 feet thereof, conveyed to the State of Florida in Deed Book 803, at Page 158, and Lots 12 through 22, inclusive, Block 121, KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35. (KELSEY CITY IS NOW KNOWN AS LAKE PARK.)

Public Document as Recorded

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year 2004 and the years subsequent thereto which are not reimposed hereby; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Journey's Inn Lake Park, LLC, a Florida limited liability company

By: _____
Douglas A. Holder, Jr., Managing Member

_____
Witness
J. Richard Harris
(print name of witness)

_____
Witness
M. Richard Soper
(print name of witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of August, 2004, by **Douglas A. Holder, Jr., as Managing Member of Journey's Inn Lake Park, LLC, a Florida limited liability company**, on behalf of the company.

NOTARY PUBLIC

_____

J. Richard Harris
(Print Name)
My Commission Expires: _____
Commission No.: _____

(SEAL)

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

J. RICHARD HARRIS
MY COMMISSION # CC 909880
EXPIRES: September 19, 2004
Bonded Thru Notary Public Underwriters

Department of Engineering and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

September 3, 2014

Ms. Nadia Di Tommaso
Director of Community Development
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Earl Stewart Toyota Expansion – Revised Plan
Project #: 140307
TRAFFIC PERFORMANCE STANDARDS REVIEW

Dear Nadia:

The Palm Beach County Traffic Division has reviewed the traffic statement for the revised development plan of the previously approved auto dealership expansion project entitled; **Earl Stewart Toyota Expansion,** pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Land Development Code. The project is summarized as follows:

Location:	East side of US Highway 1, south of Palmetto Drive.
Municipality:	Lake Park
PCN #:	36-43-42-21-27-000-0000, 36-43-42-20-01-121-0010.
Existing Uses:	22,318 SF Auto Dealership and 25,785 SF Auto Care Center (Total 48,103 SF).
Approved Uses:	41,522 SF Auto Dealership and 35,454 SF Auto Care (Total 76,976 SF).
Proposed Uses:	40,117 SF Auto Dealership and 35,917 SF Auto Care (Total 76,034 SF).
New Daily Trips:	2,085 – Vested not included.
New PH Trips:	118 AM and 153 PM – Vested not included.
Build-Out:	End of Year 2018

Based on our review, the Traffic Division has determined the revised development plan generates less daily and peak hour trips than previously approved, and therefore meets the TPS requirements of Palm Beach County. No building permits are to be issued by the Town, after the build-out date, specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

If you have any questions regarding this determination, please contact me at 684-4030 or e-mail to matefi@pbcgov.org.

Sincerely,

Masoud Atefi, MSCE
TPS Administrator, Municipalities - Traffic Engineering Division

MA:saf
ec: Yvonne Ziel Traffic Consultants
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
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"An Equal Opportunity Affirmative Action Employer"

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YVONNE ZIEL TRAFFIC CONSULTANTS

60 SE River Lights Court, Stuart, Florida 34996 Telephone (561) 624-7262

August 6, 2014

Mr. Masoud Atefi, MSCE
TPS Administrator, Municipalities
Palm Beach County Traffic Division
2300 North Jog Road
3rd Floor
West Palm Beach, Florida 33411

RE: Earl Stewart Toyota
PCN 36-43-42-20-01-121-0010
36-43-42-21-27-000-0000

Dear Masoud:

Yvonne Ziel Traffic Consultants, Inc. was retained to prepare a traffic equivalancy for a proposed change for the recently approved traffic study for the Earl Stewart Toyota dealership located along the east side of Federal Highway south of Northlake Boulevard in the Town of Lake Park. The approved traffic study was for 37,474 SF of showroom, 35,454 SF of service bay area, no change in parts/storage (3,543 SF) and 505 SF of miscellaneous areas; for a total of 76,976 SF under air

The proposed change is 36,574 SF of showroom, 35,917 SF of service bay area, no change in parts/storage (3,543 SF) for a total of 76,034 SF under air.

Based on the ITE Trip Generation Rates, 9th Edition, the approved traffic study generates, 120 AM peak hour trips and 156 PM peak hour trips. The proposed changes will generate 118 AM peak hour trips and 153 PM peak hour trips. Please refer to Tables 1 through 5 for traffic generation information used to develop these data.

Since trip generation results in a reduction of trips, a new traffic study is not required and project meets concurrency. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

YVONNE ZIEL TRAFFIC CONSULTANTS

YVONNE ZIEL
No. 42132
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Yvonne Ziel, P.E.
President

ENCLOSURES

TABLE 1
EARL STEWART TOYOTA
TRIP GENERATION RATES

22-Jul-14
10:31:39 AM

LAND USE	ITE CODE	ADT TRIP RATES	AM PEAK TRIP RATES			PM PEAK TRIP RATES		
			TOTAL	PERCENT ENTER	PERCENT EXIT	TOTAL	PERCENT ENTER	PERCENT EXIT
NEW CAR SALES	841	32.3	1.92	75	25	2.62	40	60
AUTOMOBILE CARE CENTER	942	42.1	2.25	66	34	2.41(X)+11.79	48	52

SOURCE: INSTITUTE OF TRANSPORTATION ENGINEERS, TRIP GENERATION, 9TH EDITION, PBC

TABLE 2
EARL STEWART TOYOTA
TRIP GENERATION - APPROVED PLAN

LAND USE	SIZE	ADT TRIPS	AM PEAK TRIPS			PM PEAK TRIPS		
			TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
NEW CAR SALES	41,522	1,341	80	60	20	109	44	65
AUTOMOBILE CARE CENTER	35,454	1,493	80	53	27	97	47	51

TABLE 3
EARL STEWART TOYOTA
PASS-BY AND NEW TRIPS - APPROVED PLAN

LAND USE	ADT			AM PEAK						PM PEAK					
	PASS-BY PERCENT	PASS-BY	NEW	TOTAL	PASS-BY ENTER	PASS-BY EXIT	NEW TOTAL	NEW ENTER	NEW EXIT	TOTAL	PASS-BY ENTER	PASS-BY EXIT	NEW TOTAL	NEW ENTER	NEW EXIT
NEW CAR SALES	15	201	1,140	12	9	3	68	51	17	16	7	10	93	37	55
AUTOMOBILE CARE CENTER	35	523	970	28	18	10	52	35	17	34	16	18	63	31	33
TOTAL:			2,110				120	86	34				156	68	88

TABLE 4
EARL STEWART TOYOTA
TRIP GENERATION - PROPOSED PROJECT

LAND USE	SIZE	ADT TRIPS	AM PEAK TRIPS TOTAL	AM PEAK TRIPS ENTER	AM PEAK TRIPS EXIT	PM PEAK TRIPS TOTAL	PM PEAK TRIPS ENTER	PM PEAK TRIPS EXIT
NEW CAR SALES	40,117	1,296	77	58	19	105	42	63
AUTOMOBILE CARE CENTER	35,917	1,512	81	53	28	98	47	51
TOTAL TRIPS:	76,034	2,808	158	111	47	203	89	114

TABLE 5
EARL STEWART TOYOTA
PASS-BY AND NEW TRIPS - PROPOSED PROJECT

		ADT		AM PEAK						PM PEAK					
LAND USE	PASS-BY PERCENT	PASS-BY	NEW	TOTAL	PASS-BY ENTER	PASS-BY EXIT	NEW TOTAL	NEW ENTER	NEW EXIT	TOTAL	PASS-BY ENTER	PASS-BY EXIT	NEW TOTAL	NEW ENTER	NEW EXIT
NEW CAR SALES	15	194	1,102	12	9	3	65	49	16	16	6	9	89	36	54
AUTOMOBILE CARE CENTER	35	529	983	28	19	10	53	34	18	34	17	18	64	30	33
TOTAL:			2,085				118	83	34				153	66	87
APPROVED TRIPS:			2,110				120	86	34				156	68	88
INCREASE/(DECREASE):			(25)				(2)	(3)	0				(3)	(2)	(1)

Department of Engineering and Public Works
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Palm Beach County Board of County Commissioners
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Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman

May 28, 2014

Ms. Nadia Di Tommaso
Director of Community Development
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Earl Stewart Toyota Expansion
Project #: 140307
TRAFFIC PERFORMANCE STANDARDS REVIEW

Dear Nadia:

The Palm Beach County Traffic Division has reviewed the revised traffic study and responses to our comments for the proposed auto dealership expansion project entitled; **Stewart Toyota Expansion,** pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Land Development Code. The project is summarized as follows:

Location:	East side of US Highway 1, south of Palmetto Drive.
Municipality:	Lake Park
PCN #:	36-43-42-21-27-000-0000, 36-43-42-20-01-121-0010.
Existing Uses:	22,318 SF Auto Dealership and 25,785 SF Auto Care Center (Total 48,103 SF).
Proposed Uses:	41,522 SF Auto Dealership and 35,454 SF Auto Care (Total 76,976 SF).
New Daily Trips:	791
New PH Trips:	45 AM and 59 PM
Build-Out:	End of Year 2018

Based on our review, the Traffic Division has determined that the proposed auto dealership expansion project meets the TPS requirements of Palm Beach County. No building permits are to be issued by the town, after the build-out date, specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

If you have any questions regarding this determination, please contact me at 684-4030.

Sincerely,

Masoud Atefi, MSCE
TPS Administrator, Municipalities - Traffic Engineering Division

MA:saf
ec: Yvonne Ziel Traffic Consultants
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
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Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

AAI File No. 03-2077
June 30, 2014

GliddenSpina + Partners
1401 Forum Way, Suite 100
West Palm Beach, FL 33401

Attention: Danny Brown

FIELD PERMEABILITY TEST REPORT
EARL STEWART TOYOTA
LAKE PARK, FLORIDA

Our Firm previously completed a subsurface exploration and geotechnical engineering evaluation for the above referenced project and presented our findings and recommendations in a report dated July 17, 2003 (Ardaman Project No. 03-2077). As part of that evaluation, we completed two (2) field permeability tests at the above referenced project site. The tests were performed on July 1, 2003 at the approximate locations depicted on the attached Figure 2 – Boring Location Plan. The field tests were conducted in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. Descriptions of the soils observed in the test boreholes and the test results are presented in the attached field permeability test logs. In brief, the exfiltration test yielded a hydraulic conductivity values of 2.27×10^{-4} cfs/sqf - ft head (EX-1) and 3.03×10^{-4} cfs/sqf - ft head (EX-2).

It has been a pleasure to assist you in this phase of your project. Please do not hesitate to contact our office should you have any questions concerning this report or require further assistance.

ARDAMAN & ASSOCIATES, INC.
FL. Certificate of Authorization No. 5950

6/30/14

Andrew Nixon, P.E.
Project Engineer
FL Reg. No. 71458

Attachments: Figure 2 – Boring Location Plan
Field Permeability Test Logs

Ardaman & Associates, Inc.

SFWMD USUAL OPEN-HOLE TEST
EX-1

PROJECT: Stewart Toyota
North Palm Beach, Florida

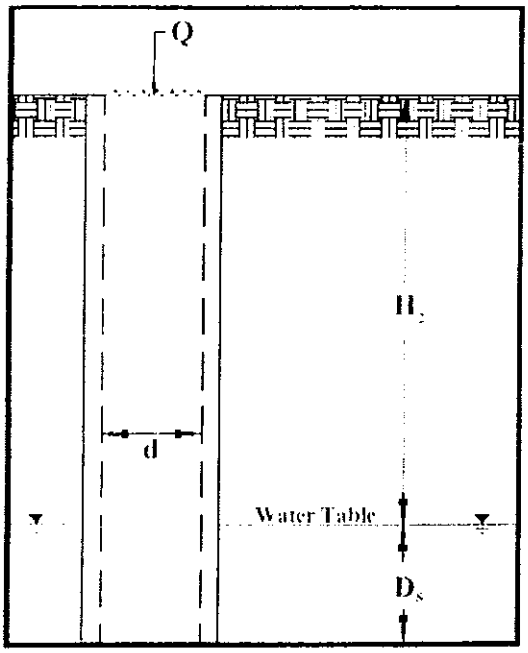
FILE No.: 03-2077

TEST LOCATION: As per plan

DRILL CREW: DG/JH

GROUNDWATER OBSERVED AT DEPTH N.E.

TEST DATE: 07/01/03



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2 d)}$$

Q ["Stabilized" Flow Rate (cfs)] = 6.68×10^{-3}

K [Hydraulic Conductivity (cfs/sqf - ft head)] = 2.27 x 10^{-4}

d [Diameter of Test Hole (ft)] = 0.5

H_2 [Depth to Water Table (ft)] = 6+

* D_s [Saturated Hole Depth (ft)] = 0

* By Groundwater

DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0 1 2 3 4 5 6		Brown fine sand w. shell and limestone fragments Light brown fine sand w. shell fragments Brown to gray silty fine sand	

NOTES: - GWT Not Encountered (deeper than test borehole)

Ardaman & Associates, Inc.

SFWMD USUAL OPEN-HOLE TEST
EX-2

PROJECT: Stewart Toyota
North Palm Beach, Florida

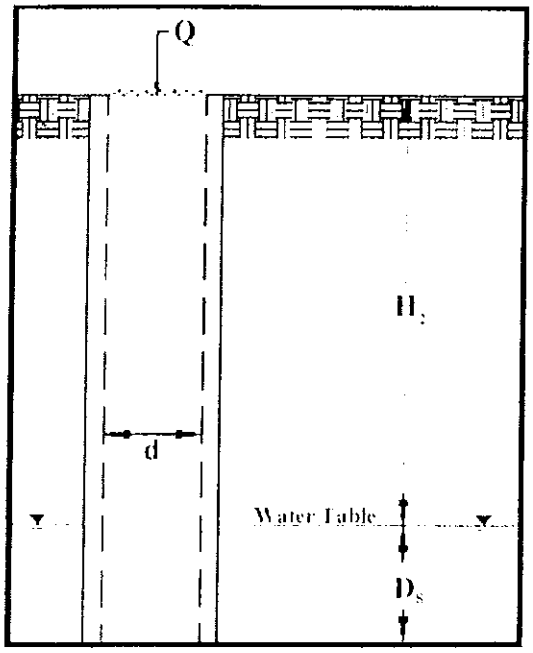
FILE No.: 03-2077

TEST LOCATION: As per plan

DRILL CREW: DG/JH

GROUNDWATER OBSERVED AT DEPTH N.E.

TEST DATE: 07/01/03



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2 d)}$$

Q ["Stabilized" Flow Rate (cfs)] = 8.91×10^{-3}

K [Hydraulic Conductivity (cfs/sqf - ft head)] = 3.03 x 10^{-4}

d [Diameter of Test Hole (ft)] = 0.5

H_2 [Depth to Water Table (ft)] = 6+

* D_s [Saturated Hole Depth (ft)] = 0

* By Groundwater

DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0 1 2 3 4 5 6		Brown fine sand w shell and limestone fragments Brown fine sand w. shell fragments	

NOTES: - GWT Not Encountered (deeper than test borehole)

CONCEPTUAL/PRELIMINARY
STORM WATER MANAGEMENT CALCULATIONS
FOR

EARL STEWART TOYOTA

LAKE PARK, FL
MMA #14-43

March 31, 2014
Revised:
October 21, 2014

McLeod • McCarthy & Associates
1655 Palm Beach Lakes Blvd, Suite 712
West Palm Beach, FL 33401
p 561.689.9500 | f 561.689.8080
www.mcleodmccarthy.com
CA No. 30535

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TODD N. MCLEOD, P.E.
Florida License No. 69188
10/21/2014
Date

McLeod • McCarthy & Associates, P.A.
Civil Engineers

October 21, 2014

Re: Drainage Summary/Statement for Earl Stewart Toyota
1215 Federal Hwy (PCN: 36-43-42-21-27-000-0000) Lake Park, Florida (MMA #14-43)

Site Description

Earl Stewart Toyota is an existing automotive dealership located on the north and south sides of Jasmine Drive, east of US Highway 1 in the Town of Lake Park, Florida. The northern portion of the dealership was permitted with the South Florida Water Management (SFWMD) under ERP #50-06148-P in 2003. It is served by approximately 1,238 LF of 8' wide by 4' deep exfiltration trench with two outfalls to the Town system within Lakeshore Drive. The southern portion of the dealership is an asphalt parking lot with dry retention which was constructed in 2009 and appears to have been eligible for a "No-Notice" ERP at time of construction.

Proposed Drainage

Phase I of the proposed Earl Stewart Expansion will include site modifications to support the addition of new service bays, used car sales, body shop, and staging areas along the side side of the original dealership building. The Jasmine Drive right-of-way will be abandoned and incorporated into the on-site draingae system. Portions of the existing exfiltration trench beneath the proposed expansion will be relocated south and new exfiltration trench will be added to bring the total length of trench to approximately 1,320 LF. During Phase I, the southern portion of the site will continue to drain to the existing dry retention area with controlled outfall to Lakeshore Drive. Conceptual drainage calculations indicate that the proposed modifications will result in a net decrease for the 25 year – 3 day offsite discharge rate of approximately 1.45 cfs.

During Phase III (Phase II will include no exterior/site improvements), the existing southern surface parking lot will be replaced with a multi-story parking garage. The dry retention area will be filled to create additional landscape buffer area and underground retention will be provided west of the parking structure. The existing dry retention area has been calculated to store approximately 15,400 cubic feet of storage prior to discharging via the control structure weir. The proposed parking garage construction will include installing 252 SC-740 Stormtech chambers in the western portion of the existing surface parking lot for a total retention volume of 18,875 cubic feet within the Phase III portion of the project. The existing control structure will be converted to provide outfall to the Lakeshore Drive system, and a new control structure with bleeder and weir will be installed on the southwest corner of the parking garage. The modifications will result in a net decrease for the 25 year – 3 day offsite discharge rate of approximately 2.18 cfs.

All drainage improvements will be permitted with the SFWMD, Town of Lake Park, and Florida Department of Transportation. If you have any questions regarding this application, feel free to contact me at 561.689.9500 or todd@mcleodmccarthy.com.

Sincerely,

10/21/14

Todd N. McLeod, P.E., Vice-President
FL License No. 69188 | CA No. 30535

PHASE I CALCULATIONS

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM
Date: 03/31/14
Revised: 10/21/14

Project Name: EARL STEWART TOYOTA
Project #: MMA #14-43

LAND USE BREAKDOWN

EXISTING

Site Area =	4.46 ac	
Non-Contributing Area =	0.00 ac	
Offsite Area =	0.85 ac	Jasmine Dr. R/W
Basin Area =	5.31 ac	

	Acres	%	Grading From	Grading To
Impervious Area				
Building	1.32 ac	(25%)	10.70	
Pavement	2.27 ac	(43%)	6.00	10.50
Jasmine Dr.	0.85 ac	(16%)	5.00	10.00
Pervious Area				
Green Space	0.87 ac	(16%)	6.00	10.50
Exfil Trench (1238 LF)	0.00 ac	(%)	3.00	5.00
Subtotal Impervious Areas	4.44 ac	(84%)		
Subtotal Pervious Areas	0.87 ac	(16%)		

Find Curve Number:

Avg. Pervious Ground El. =	8.25	
Control Elevation =	3.00	(Per SFWMD ERP No. 50-06148-P)
Depth to Water Table =	5.25	
Soil Type =	Coastal	

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area =	0.87 ac	
Storage from Table =	8.18 in	(w/ 25% compaction)
Available Soil Storage =	0.59 af	
Soil Moisture Storage (S) =	1.34 in	
Curve Number =	88	

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM
Date: 03/31/14
Revised: 10/21/14

Project Name: EARL STEWART TOYOTA
Project #: MMA #14-43

LAND USE BREAKDOWN

PROPOSED

Site Area = 5.31 ac
Basin Area = 5.31 ac

	Acres	%	Grading From	Grading To
Impervious Area				
Building	1.80 ac	(34%)	10.70	
Pavement	2.61 ac	(49%)	5.00	10.50
Pervious Area				
Green Space	0.90 ac	(17%)	6.00	10.50
Subtotal Impervious Areas	4.41 ac	(83%)		
Subtotal Pervious Areas	0.90 ac	(17%)		

Find Curve Number:

Avg. Pervious Ground El. = 8.25
Control EL. = 3.00 (Per SFWMD ERP No. 50-06148-P)
Depth to Water Table = 5.25
Soil Type = Coastal

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area = 0.90 ac
Storage from Table = 8.18 in (w/ 25% compaction)
Avail Soil Storage = 0.61 af
Soil Moisture Storage (S) = 1.39 in
Curve Number = 88

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA
Date: 03/31/14

Project #: MMA #14-43
Revised: 10/21/14

STAGE -STORAGE CALCULATIONS

EXISTING

Starting Stage	3.00
Ending Stage	11.00
Stage Increment	1.00

Name	Pavement	Jasmine Dr.	Green Space	Exfil Trench (1238 LF)
Area	2.27	0.85	0.87	0.99
Start Elev	6.00	5.00	6.00	3.00
End Elev	10.50	10.00	10.50	5.00

Stage Feet NGVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
3.00	0.00	0.00	0.00	0.00	0.00
4.00	0.00	0.00	0.00	0.25	0.25
5.00	0.00	0.00	0.00	0.99	0.99
6.00	0.00	0.09	0.00	0.99	1.08
7.00	0.25	0.34	0.10	0.99	1.68
8.00	1.01	0.77	0.39	0.99	3.15
9.00	2.27	1.36	0.87	0.99	5.49
10.00	4.04	2.13	1.55	0.99	8.70
11.00	6.31	2.98	2.42	0.99	12.69

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA
Date: 03/31/14

Project #: MMA #14-43
Revised: 10/21/14

STAGE -STORAGE CALCULATIONS

PROPOSED

Starting Stage	**3.00**
Ending Stage	**11.00**
Stage Increment	**1.00**

Name	**Pavement**	**Green Space**	**Trench**
Area	2.61	0.90	1.06 (AF)
Start Elev	5.00	6.00	3.00
End Elev	10.50	10.50	5.00

Stage Feet NGVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
3.00	0.00	0.00	0.00	0.00
4.00	0.00	0.00	0.53	0.53
5.00	0.00	0.00	1.06	1.06
6.00	0.24	0.00	1.06	1.30
7.00	0.95	0.10	1.06	2.11
8.00	2.14	0.40	1.06	3.60
9.00	3.80	0.90	1.06	5.76
10.00	5.93	1.60	1.06	8.59
11.00	8.54	2.50	1.06	12.10

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA

Date: 03/31/14

Project #: MMA #14-43

Revised: 10/21/14

POST-DEVELOPMENT RUNOFF (ZERO DISCHARGE CALCULATIONS)

Soil Moisture Storage (S_{exist})	1.34 in
Soil Moisture Storage (S_{prop})	1.39 in

25 Year, 3 Day Rainfall Amount (P): 13.0 in Figure C-8

CITY LOS: 25-YEAR, 3-DAY RUNOFF CALCULATIONS:

Existing:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 11.5 in

Volume = Q x Site Area x 1'/12"

= 11.5 in X 5.31 X 1'/12" = **5.10 AF**

Proposed:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 11.5 in

Volume = Q x Site Area x 1'/12"

= 11.5 in X 5.31 X 1'/12" = **5.08 AF**

ALLOWABLE DISCHARGE:

SFWMD Drainage Basin:	Intracoastal	
Allowable Discharge (cfs):	23.70	(Calculated Pre-Dev. Discharge)
Proposed Peak Discharge (cfs):	22.25	**(Calculated Post-Dev Discharge)**

Storm Event	Rainfall (in)	Peak Stage (ft-NGVD)	Peak Discharge (cfs)	Design Criteria	Prop Stage (ft-NGVD)
25-yr, 3-day =	13.0	6.36	22.25	Town and SFWMD LOS (Pre vs. Post)	n/a

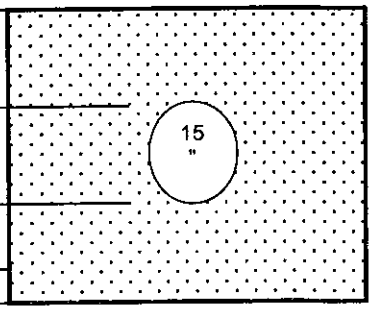
STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM
Date: 03/31/14
Revised: 10/21/14

Project Name: EARL STEWART TOYOTA
Project #: MMA #14-43

EXFILTRATION TRENCH DESIGN

Minimum Ground Elevation = 7.00
Weir Elevation = 5.00
Trench Top Elevation = 5.00
Pipe Overt Elevation = 4.25
Pipe Invert Elevation = 3.00
CWE (Per SFWMD File) = 3.00
Trench Bottom Elevation = 1.00



Standard Formula

$V = L*(K(H_2*W+2*H_2*Du-Du^{\wedge}2+2*H_2*Ds)+(1.39*10^{\wedge}-4)*W*Du)$

<=== INPUT ONLY IN GRAY CELLS

L	Length of Trench Provided	1320
W	Trench Width (feet)	8
K	Hydraulic Conductivity (cfs/ft^2-ft.head)	2.65E-04
H_2	Depth to Water Table (feet)	2
Du	Non Saturated Trench Depth (feet)	2
Ds	Saturated Trench Depth (feet)	2

V Volume Treated (acre-in) 12.73
Volume Treated (acre-ft) 1.06

PRE-DEVELOPMENT ICPR ROUTINGS

Project Name: Earl Stewart Toyota
Reviewer: McLeod
Project Number: 1443
Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0300 hr Duration: 75 hr
Time Step: 0.2 hr, Iterations: 20

Basin 1: Earl Stewart Site

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 25 year
3 Day Rainfall: 13 inches
Area: 5.31 acres
Ground Storage: 1.34 inches
Time of Concentration: 0.17 hours
Initial Stage: 3 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.25
5.00	0.99
6.00	1.08
7.00	1.68
8.00	3.15
9.00	5.49
10.00	8.70
11.00	12.69

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	3.00
73.00	3.00
90.00	3.00

Structure: 1

From Basin: Earl Stewart Site
To Basin: Offsite1
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 5 ft NGVD, Length = 4.5 ft
Bleeder: None
Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.00	3.00
1.00	0.06	0.00	0.00	0.00	3.00	3.00
2.00	0.12	0.00	0.00	0.00	3.00	3.00
3.00	0.17	0.00	0.00	0.00	3.00	3.00
4.00	0.23	0.00	0.00	0.00	3.00	3.00
5.00	0.29	0.01	0.00	0.00	3.00	3.00
6.00	0.35	0.03	0.00	0.00	3.01	3.00
7.00	0.41	0.05	0.00	0.00	3.02	3.00
8.00	0.47	0.07	0.00	0.00	3.04	3.00
9.00	0.52	0.09	0.00	0.00	3.07	3.00
10.00	0.58	0.10	0.00	0.00	3.10	3.00
11.00	0.64	0.12	0.00	0.00	3.14	3.00
12.00	0.70	0.13	0.00	0.00	3.18	3.00
13.00	0.76	0.14	0.00	0.00	3.22	3.00
14.00	0.81	0.15	0.00	0.00	3.27	3.00
15.00	0.87	0.16	0.00	0.00	3.32	3.00
16.00	0.93	0.17	0.00	0.00	3.38	3.00
17.00	0.99	0.18	0.00	0.00	3.44	3.00
18.00	1.05	0.19	0.00	0.00	3.50	3.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
19.00	1.11	0.19	0.00	0.00	3.56	3.00
20.00	1.16	0.20	0.00	0.00	3.62	3.00
21.00	1.22	0.20	0.00	0.00	3.69	3.00
22.00	1.28	0.21	0.00	0.00	3.76	3.00
23.00	1.34	0.21	0.00	0.00	3.83	3.00
24.00	1.40	0.22	0.00	0.00	3.90	3.00
25.00	1.48	0.33	0.00	0.00	4.00	3.00
26.00	1.57	0.34	0.00	0.00	4.04	3.00
27.00	1.65	0.34	0.00	0.00	4.07	3.00
28.00	1.74	0.35	0.00	0.00	4.11	3.00
29.00	1.82	0.36	0.00	0.00	4.15	3.00
30.00	1.91	0.36	0.00	0.00	4.19	3.00
31.00	1.99	0.37	0.00	0.00	4.23	3.00
32.00	2.08	0.37	0.00	0.00	4.27	3.00
33.00	2.16	0.38	0.00	0.00	4.32	3.00
34.00	2.25	0.38	0.00	0.00	4.36	3.00
35.00	2.33	0.38	0.00	0.00	4.40	3.00
36.00	2.42	0.39	0.00	0.00	4.44	3.00
37.00	2.50	0.39	0.00	0.00	4.49	3.00
38.00	2.59	0.39	0.00	0.00	4.53	3.00
39.00	2.67	0.40	0.00	0.00	4.58	3.00
40.00	2.75	0.40	0.00	0.00	4.62	3.00
41.00	2.84	0.40	0.00	0.00	4.66	3.00
42.00	2.92	0.40	0.00	0.00	4.71	3.00
43.00	3.01	0.41	0.00	0.00	4.75	3.00
44.00	3.09	0.41	0.00	0.00	4.80	3.00
45.00	3.18	0.41	0.00	0.00	4.85	3.00
46.00	3.26	0.41	0.00	0.00	4.89	3.00
47.00	3.35	0.41	0.00	0.00	4.94	3.00
48.00	3.43	0.41	0.00	0.00	4.98	3.00
49.00	3.53	0.47	0.46	0.02	5.10	3.00
50.00	3.63	0.47	0.47	0.06	5.10	3.00
51.00	3.74	0.57	0.56	0.10	5.12	3.00
52.00	3.86	0.66	0.64	0.15	5.13	3.00
53.00	4.03	0.85	0.84	0.22	5.15	3.00
54.00	4.23	1.05	1.03	0.29	5.18	3.00
55.00	4.47	1.25	1.20	0.39	5.22	3.00
56.00	4.74	1.45	0.12	0.46	5.53	3.00
57.00	5.07	1.74	1.99	0.52	6.08	3.00
58.00	5.47	2.14	1.87	0.68	6.08	3.00
59.00	6.01	3.11	4.17	0.92	6.08	3.00
60.00	9.71	32.04	23.70	2.02	6.41	3.00
61.00	10.77	4.13	9.16	3.03	6.04	3.00
62.00	11.26	2.36	4.40	3.21	6.07	3.00
63.00	11.57	1.53	1.00	3.32	6.08	3.00
64.00	11.85	1.52	1.67	3.45	6.08	3.00
65.00	12.02	0.91	0.91	3.53	6.08	3.00
66.00	12.20	0.91	0.91	3.61	6.08	3.00
67.00	12.37	0.91	0.91	3.69	6.08	3.00
68.00	12.54	0.91	0.91	3.76	6.08	3.00
69.00	12.66	0.61	0.61	3.81	6.08	3.00
70.00	12.77	0.61	0.61	3.87	6.08	3.00
71.00	12.89	0.61	0.61	3.92	6.08	3.00
72.00	13.00	0.61	0.61	3.97	6.08	3.00
73.00	13.00	0.00	0.03	3.98	6.07	3.00
74.00	13.00	0.00	0.01	3.98	6.06	3.00
75.00	13.00	0.00	0.00	3.98	6.06	3.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	23.70	60.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

Earl Stewart S	6.41	60.00	3.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Earl Stewart S	5.10	0.00	3.98	0.00	1.12	0.00

POST-DEVELOPMENT CASCADE ROUTINGS

Project Name: Earl Stewart Toyota
Reviewer: McLeod
Project Number: 1443
Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0300 hr Duration: 75 hr
Time Step: 0.2 hr, Iterations: 20

Basin 1: Earl Stewart Site

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 25 year
3 Day Rainfall: 13 inches
Area: 5.31 acres
Ground Storage: 1.39 inches
Time of Concentration: 0.17 hours
Initial Stage: 3 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.53
5.00	1.06
6.00	1.30
7.00	2.11
8.00	3.60
9.00	5.76
10.00	8.59
11.00	12.10

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	3.00
73.00	3.00
90.00	3.00

Structure: 1

From Basin: Earl Stewart Site
To Basin: Offsite1
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 5 ft NGVD, Length = 4.5 ft
Bleeder: None
Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.00	3.00
1.00	0.06	0.00	0.00	0.00	3.00	3.00
2.00	0.12	0.00	0.00	0.00	3.00	3.00
3.00	0.17	0.00	0.00	0.00	3.00	3.00
4.00	0.23	0.00	0.00	0.00	3.00	3.00
5.00	0.29	0.00	0.00	0.00	3.00	3.00
6.00	0.35	0.03	0.00	0.00	3.00	3.00
7.00	0.41	0.05	0.00	0.00	3.01	3.00
8.00	0.47	0.07	0.00	0.00	3.02	3.00
9.00	0.52	0.08	0.00	0.00	3.03	3.00
10.00	0.58	0.10	0.00	0.00	3.04	3.00
11.00	0.64	0.11	0.00	0.00	3.06	3.00
12.00	0.70	0.13	0.00	0.00	3.08	3.00
13.00	0.76	0.14	0.00	0.00	3.10	3.00
14.00	0.81	0.15	0.00	0.00	3.12	3.00
15.00	0.87	0.16	0.00	0.00	3.14	3.00
16.00	0.93	0.17	0.00	0.00	3.17	3.00
17.00	0.99	0.17	0.00	0.00	3.20	3.00
18.00	1.05	0.18	0.00	0.00	3.22	3.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
19.00	1.11	0.19	0.00	0.00	3.25	3.00
20.00	1.16	0.19	0.00	0.00	3.28	3.00
21.00	1.22	0.20	0.00	0.00	3.31	3.00
22.00	1.28	0.21	0.00	0.00	3.34	3.00
23.00	1.34	0.21	0.00	0.00	3.38	3.00
24.00	1.40	0.21	0.00	0.00	3.41	3.00
25.00	1.48	0.32	0.00	0.00	3.46	3.00
26.00	1.57	0.33	0.00	0.00	3.51	3.00
27.00	1.65	0.34	0.00	0.00	3.56	3.00
28.00	1.74	0.34	0.00	0.00	3.61	3.00
29.00	1.82	0.35	0.00	0.00	3.67	3.00
30.00	1.91	0.36	0.00	0.00	3.72	3.00
31.00	1.99	0.36	0.00	0.00	3.78	3.00
32.00	2.08	0.37	0.00	0.00	3.84	3.00
33.00	2.16	0.37	0.00	0.00	3.89	3.00
34.00	2.25	0.38	0.00	0.00	3.95	3.00
35.00	2.33	0.38	0.00	0.00	4.01	3.00
36.00	2.42	0.38	0.00	0.00	4.07	3.00
37.00	2.50	0.39	0.00	0.00	4.13	3.00
38.00	2.59	0.39	0.00	0.00	4.19	3.00
39.00	2.67	0.39	0.00	0.00	4.25	3.00
40.00	2.75	0.40	0.00	0.00	4.31	3.00
41.00	2.84	0.40	0.00	0.00	4.37	3.00
42.00	2.92	0.40	0.00	0.00	4.44	3.00
43.00	3.01	0.40	0.00	0.00	4.50	3.00
44.00	3.09	0.40	0.00	0.00	4.56	3.00
45.00	3.18	0.41	0.00	0.00	4.63	3.00
46.00	3.26	0.41	0.00	0.00	4.69	3.00
47.00	3.35	0.41	0.00	0.00	4.75	3.00
48.00	3.43	0.41	0.00	0.00	4.82	3.00
49.00	3.53	0.47	0.00	0.00	4.89	3.00
50.00	3.63	0.47	0.00	0.00	4.96	3.00
51.00	3.74	0.56	0.29	0.01	5.08	3.00
52.00	3.86	0.65	0.59	0.05	5.12	3.00
53.00	4.03	0.85	0.79	0.11	5.15	3.00
54.00	4.23	1.04	0.99	0.18	5.17	3.00
55.00	4.47	1.24	1.19	0.28	5.19	3.00
56.00	4.74	1.44	1.40	0.38	5.21	3.00
57.00	5.07	1.74	1.66	0.51	5.24	3.00
58.00	5.47	2.14	2.06	0.67	5.28	3.00
59.00	6.01	3.10	2.87	0.87	5.35	3.00
60.00	9.71	32.00	21.43	1.75	6.32	3.00
61.00	10.77	4.13	5.49	2.89	5.53	3.00
62.00	11.26	2.36	2.55	3.16	5.32	3.00
63.00	11.57	1.53	1.64	3.32	5.24	3.00
64.00	11.85	1.52	1.52	3.45	5.23	3.00
65.00	12.02	0.91	0.97	3.54	5.17	3.00
66.00	12.20	0.91	0.91	3.62	5.16	3.00
67.00	12.37	0.91	0.91	3.69	5.16	3.00
68.00	12.54	0.91	0.91	3.77	5.16	3.00
69.00	12.66	0.61	0.65	3.83	5.13	3.00
70.00	12.77	0.61	0.61	3.88	5.12	3.00
71.00	12.89	0.61	0.61	3.93	5.12	3.00
72.00	13.00	0.61	0.61	3.98	5.12	3.00
73.00	13.00	0.00	0.13	4.00	5.04	3.00
74.00	13.00	0.00	0.04	4.01	5.02	3.00
75.00	13.00	0.00	0.02	4.01	5.01	3.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	22.25	60.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

Earl Stewart S	6.36	60.20	3.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Earl Stewart S	5.07	0.00	4.01	0.00	1.06	0.00

PHASE III CALCULATIONS

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM
Project Name: EARL STEWART TOYOTA
Date: 03/31/14
Project #: MMA #14-43
Revised: n/a

LAND USE BREAKDOWN

EXISTING

Site Area = **1.88 ac**
Basin Area = **1.88 ac**

		Acres	%	Grading From	Grading To
Impervious Area					
	Building	0.00 ac	(%)		
	Pavement	1.30 ac	(69%)	5.00	10.30
Pervious Area					
	Green Space	0.38 ac	(20%)	5.00	10.30
	Dry Detention Bottom	0.11 ac	(6%)	3.00	
	Dry Detention Banks	0.09 ac	(5%)	3.00	5.00
Subtotal Impervious Areas		1.30 ac	(69%)		
Subtotal Pervious Areas		0.58 ac	(31%)		

Find Curve Number:

Avg. Pervious Ground El. = 6.20
Control Elevation = 3.00 (Per SFWMD ERP No. 50-06148-P)
Depth to Water Table = 3.20
Soil Type = Coastal

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area = 0.58 ac
Storage from Table = 5.60 in (w/ 25% compaction)
Available Soil Storage = 0.27 af
Soil Moisture Storage (S) = 1.73 in
Curve Number = 85

STORM WATER MANAGEMENT CALCULATIONS

Project Name: EARL STEWART TOYOTA
Project #: MMA #14-43

Engineer: TNM
Date: 03/31/14
Revised: n/a

LAND USE BREAKDOWN

PROPOSED

Site Area = 1.88 ac
Basin Area = 1.88 ac

	Acres	%	Grading From	Grading To
Impervious Area				
Building	0.72 ac	(38%)	5.70	
Pavement	0.68 ac	(36%)	8.50	10.30
Pervious Area				
Green Space	0.48 ac	(26%)	5.00	10.30
Subtotal Impervious Areas	1.40 ac	(74%)		
Subtotal Pervious Areas	0.48 ac	(26%)		

Find Curve Number:

Avg. Pervious Ground El. = 7.65
Control EL. = 3.00 (Per SFWMD ERP No. 50-06148-P)
Depth to Water Table = 4.65
Soil Type = Coastal

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area = 0.48 ac
Storage from Table = 8.18 in (w/ 25% compaction)
Avail Soil Storage = 0.33 af
Soil Moisture Storage (S) = 2.09 in
Curve Number = **83**

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA

Date: 03/31/14

Project #: MMA #14-43

Revised: n/a

STAGE -STORAGE CALCULATIONS

EXISTING

Starting Stage	**3.00**
Ending Stage	**11.00**
Stage Increment	**1.00**

Name	**Pavement**	**Green Space**	**Dry Detention Bottom**	**Dry Detention Banks**
Area	1.30	0.38	0.11	0.09
Start Elev	5.00	5.00	3.00	3.00
End Elev	10.30	10.30	0.00	5.00

Stage Feet NGVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Vert Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
3.00	0.00	0.00	0.00	0.00	0.00
4.00	0.00	0.00	0.11	0.02	0.13
5.00	0.00	0.00	0.22	0.09	0.31
6.00	0.12	0.04	0.33	0.18	0.67
7.00	0.49	0.14	0.44	0.27	1.34
8.00	1.10	0.32	0.55	0.36	2.34
9.00	1.96	0.57	0.66	0.45	3.65
10.00	3.07	0.90	0.77	0.54	5.27
11.00	4.37	1.28	0.88	0.63	7.15

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA
Date: 03/31/14

Project #: MMA #14-43
Revised: n/a

STAGE -STORAGE CALCULATIONS

PROPOSED

Starting Stage	**3.00**
Ending Stage	**11.00**
Stage Increment	**1.00**

Name	**Pavement**	**Green Space**	**StormTech (252 SC-740 Chambers)**
Area	0.68	0.48	0.43 (AF)
Start Elev	8.50	5.00	3.00
End Elev	10.30	10.30	6.50

Stage Feet NGVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
3.00	0.00	0.00	0.00	0.00
4.00	0.00	0.00	0.12	0.12
5.00	0.00	0.00	0.25	0.25
6.00	0.00	0.05	0.37	0.41
7.00	0.00	0.18	0.43	0.61
8.00	0.00	0.41	0.43	0.84
9.00	0.05	0.72	0.43	1.20
10.00	0.43	1.13	0.43	1.99
11.00	1.11	1.61	0.43	3.15

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: EARL STEWART TOYOTA

Date: 03/31/14

Project #: MMA #14-43

Revised: n/a

POST-DEVELOPMENT RUNOFF (ZERO DISCHARGE CALCULATIONS)

Soil Moisture Storage (S_{exist})	1.73 in
Soil Moisture Storage (S_{prop})	2.09 in

25 Year, 3 Day Rainfall Amount (P): 13.0 in Figure C-8

CITY LOS: 25-YEAR, 3-DAY RUNOFF CALCULATIONS:

Existing:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 11.1 in

Volume = Q x Site Area x 1'/12"

= 11.1 in X 1.88 X 1'/12" = **1.74 AF**

Proposed:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 10.8 in

Volume = Q x Site Area x 1'/12"

= 10.8 in X 1.88 X 1'/12" = **1.69 AF**

ALLOWABLE DISCHARGE:

SFWMD Drainage Basin:	Intracoastal	
Allowable Discharge (cfs):	7.51	(Calculated Pre-Dev. Discharge)
Proposed Peak Discharge (cfs):	**5.33**	**(Calculated Post-Dev Discharge)**

Storm Event	Rainfall (in)	Peak Stage (ft-NGVD)	Peak Discharge (cfs)	Design Criteria	Prop Stage (ft-NGVD)
25-yr, 3-day =	13.0	5.48	5.33	Town and SFWMD LOS (Pre vs. Post)	n/a

PRE-DEVELOPMENT ICPR ROUTINGS

Project Name: Earl Stewart Toyota_Phase II
Reviewer: McLeod
Project Number: 1443
Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0300 hr Duration: 75 hr
Time Step: 0.2 hr, Iterations: 20

Basin 1: Earl Stewart Site (North)

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 25 year
3 Day Rainfall: 13 inches
Area: 1.88 acres
Ground Storage: 1.73 inches
Time of Concentration: 0.17 hours
Initial Stage: 3 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.13
5.00	0.31
6.00	0.67
7.00	1.34
8.00	2.34
9.00	3.65
10.00	5.27
11.00	7.15

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	3.00
73.00	3.00
90.00	3.00

Structure: 1

From Basin: Earl Stewart Site (North)
To Basin: Offsite1
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 5 ft NGVD, Length = 4.5 ft
Bleeder: Circular, Invert Elev = 3 ft NGVD, Diameter = 0.25 ft
Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6
Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.00	3.00
1.00	0.06	0.00	0.00	0.00	3.00	3.00
2.00	0.12	0.00	0.00	0.00	3.00	3.00
3.00	0.17	0.00	0.00	0.00	3.00	3.00
4.00	0.23	0.00	0.00	0.00	3.00	3.00
5.00	0.29	0.00	0.00	0.00	3.00	3.00
6.00	0.35	0.00	0.00	0.00	3.00	3.00
7.00	0.41	0.01	0.00	0.00	3.00	3.00
8.00	0.47	0.01	0.00	0.00	3.01	3.00
9.00	0.52	0.02	0.00	0.00	3.02	3.00
10.00	0.58	0.02	0.00	0.00	3.03	3.00
11.00	0.64	0.03	0.00	0.00	3.05	3.00
12.00	0.70	0.03	0.01	0.00	3.06	3.00
13.00	0.76	0.04	0.01	0.00	3.08	3.00
14.00	0.81	0.04	0.02	0.00	3.10	3.00
15.00	0.87	0.04	0.02	0.00	3.11	3.00
16.00	0.93	0.05	0.03	0.01	3.13	3.00
17.00	0.99	0.05	0.03	0.01	3.14	3.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
18.00	1.05	0.05	0.04	0.01	3.15	3.00
19.00	1.11	0.06	0.04	0.01	3.16	3.00
20.00	1.16	0.06	0.04	0.02	3.17	3.00
21.00	1.22	0.06	0.05	0.02	3.18	3.00
22.00	1.28	0.06	0.05	0.03	3.19	3.00
23.00	1.34	0.07	0.06	0.03	3.19	3.00
24.00	1.40	0.07	0.06	0.04	3.20	3.00
25.00	1.48	0.10	0.07	0.04	3.22	3.00
26.00	1.57	0.10	0.08	0.05	3.24	3.00
27.00	1.65	0.11	0.09	0.05	3.26	3.00
28.00	1.74	0.11	0.09	0.06	3.27	3.00
29.00	1.82	0.11	0.09	0.07	3.28	3.00
30.00	1.91	0.12	0.10	0.08	3.30	3.00
31.00	1.99	0.12	0.10	0.08	3.31	3.00
32.00	2.08	0.12	0.10	0.09	3.32	3.00
33.00	2.16	0.12	0.11	0.10	3.33	3.00
34.00	2.25	0.12	0.11	0.11	3.34	3.00
35.00	2.33	0.13	0.11	0.12	3.35	3.00
36.00	2.42	0.13	0.11	0.13	3.36	3.00
37.00	2.50	0.13	0.12	0.14	3.36	3.00
38.00	2.59	0.13	0.12	0.15	3.37	3.00
39.00	2.67	0.13	0.12	0.16	3.38	3.00
40.00	2.75	0.13	0.12	0.17	3.39	3.00
41.00	2.84	0.13	0.12	0.18	3.39	3.00
42.00	2.92	0.13	0.12	0.19	3.40	3.00
43.00	3.01	0.14	0.13	0.20	3.41	3.00
44.00	3.09	0.14	0.13	0.21	3.41	3.00
45.00	3.18	0.14	0.13	0.22	3.42	3.00
46.00	3.26	0.14	0.13	0.23	3.43	3.00
47.00	3.35	0.14	0.13	0.24	3.43	3.00
48.00	3.43	0.14	0.13	0.25	3.44	3.00
49.00	3.53	0.16	0.13	0.26	3.45	3.00
50.00	3.63	0.16	0.14	0.27	3.46	3.00
51.00	3.74	0.19	0.14	0.29	3.49	3.00
52.00	3.86	0.22	0.15	0.30	3.53	3.00
53.00	4.03	0.29	0.16	0.31	3.60	3.00
54.00	4.23	0.36	0.18	0.33	3.70	3.00
55.00	4.47	0.43	0.20	0.34	3.83	3.00
56.00	4.74	0.50	0.22	0.36	4.00	3.00
57.00	5.07	0.60	0.24	0.38	4.15	3.00
58.00	5.47	0.74	0.26	0.40	4.34	3.00
59.00	6.01	1.08	0.29	0.42	4.63	3.00
60.00	9.71	11.22	6.62	0.60	5.58	3.00
61.00	10.77	1.45	2.53	0.98	5.29	3.00
62.00	11.26	0.83	1.12	1.11	5.15	3.00
63.00	11.57	0.54	0.70	1.18	5.09	3.00
64.00	11.85	0.53	0.58	1.23	5.07	3.00
65.00	12.02	0.32	0.42	1.27	5.04	3.00
66.00	12.20	0.32	0.37	1.30	5.02	3.00
67.00	12.37	0.32	0.35	1.33	5.01	3.00
68.00	12.54	0.32	0.34	1.36	5.01	3.00
69.00	12.66	0.21	0.32	1.38	4.97	3.00
70.00	12.77	0.21	0.32	1.41	4.93	3.00
71.00	12.89	0.21	0.31	1.44	4.88	3.00
72.00	13.00	0.21	0.31	1.46	4.84	3.00
73.00	13.00	0.00	0.30	1.49	4.71	3.00
74.00	13.00	0.00	0.29	1.51	4.58	3.00
75.00	13.00	0.00	0.27	1.53	4.45	3.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	7.51	60.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

Earl Stewart S	5.64	60.20	3.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Earl Stewart S	1.74	0.00	1.53	0.00	0.21	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
18.00	1.05	0.04	0.04	0.01	3.10	3.00
19.00	1.11	0.05	0.04	0.01	3.10	3.00
20.00	1.16	0.05	0.04	0.02	3.11	3.00
21.00	1.22	0.05	0.05	0.02	3.11	3.00
22.00	1.28	0.05	0.05	0.03	3.12	3.00
23.00	1.34	0.06	0.05	0.03	3.12	3.00
24.00	1.40	0.06	0.05	0.03	3.12	3.00
25.00	1.48	0.09	0.07	0.04	3.14	3.00
26.00	1.57	0.09	0.08	0.05	3.15	3.00
27.00	1.65	0.10	0.09	0.05	3.16	3.00
28.00	1.74	0.10	0.09	0.06	3.16	3.00
29.00	1.82	0.10	0.10	0.07	3.16	3.00
30.00	1.91	0.11	0.10	0.08	3.17	3.00
31.00	1.99	0.11	0.10	0.08	3.17	3.00
32.00	2.08	0.11	0.11	0.09	3.17	3.00
33.00	2.16	0.11	0.11	0.10	3.17	3.00
34.00	2.25	0.11	0.11	0.11	3.18	3.00
35.00	2.33	0.12	0.11	0.12	3.18	3.00
36.00	2.42	0.12	0.12	0.13	3.18	3.00
37.00	2.50	0.12	0.12	0.14	3.18	3.00
38.00	2.59	0.12	0.12	0.15	3.18	3.00
39.00	2.67	0.12	0.12	0.16	3.18	3.00
40.00	2.75	0.12	0.12	0.17	3.18	3.00
41.00	2.84	0.13	0.12	0.18	3.19	3.00
42.00	2.92	0.13	0.13	0.19	3.19	3.00
43.00	3.01	0.13	0.13	0.20	3.19	3.00
44.00	3.09	0.13	0.13	0.21	3.19	3.00
45.00	3.18	0.13	0.13	0.22	3.19	3.00
46.00	3.26	0.13	0.13	0.23	3.19	3.00
47.00	3.35	0.13	0.13	0.24	3.19	3.00
48.00	3.43	0.13	0.13	0.26	3.19	3.00
49.00	3.53	0.15	0.14	0.27	3.20	3.00
50.00	3.63	0.15	0.15	0.28	3.20	3.00
51.00	3.74	0.18	0.17	0.29	3.22	3.00
52.00	3.86	0.22	0.19	0.31	3.23	3.00
53.00	4.03	0.28	0.24	0.32	3.26	3.00
54.00	4.23	0.35	0.30	0.35	3.29	3.00
55.00	4.47	0.41	0.37	0.38	3.33	3.00
56.00	4.74	0.48	0.44	0.41	3.36	3.00
57.00	5.07	0.58	0.53	0.45	3.40	3.00
58.00	5.47	0.72	0.66	0.50	3.45	3.00
59.00	6.01	1.05	0.90	0.56	3.53	3.00
60.00	9.71	11.09	4.89	0.78	5.17	3.00
61.00	10.77	1.44	3.85	1.17	4.54	3.00
62.00	11.26	0.82	1.25	1.34	3.63	3.00
63.00	11.57	0.54	0.66	1.41	3.45	3.00
64.00	11.85	0.53	0.55	1.46	3.41	3.00
65.00	12.02	0.32	0.38	1.50	3.33	3.00
66.00	12.20	0.32	0.33	1.53	3.31	3.00
67.00	12.37	0.32	0.32	1.55	3.30	3.00
68.00	12.54	0.32	0.32	1.58	3.30	3.00
69.00	12.66	0.21	0.25	1.60	3.27	3.00
70.00	12.77	0.21	0.22	1.62	3.25	3.00
71.00	12.89	0.21	0.22	1.64	3.25	3.00
72.00	13.00	0.21	0.21	1.66	3.25	3.00
73.00	13.00	0.00	0.10	1.67	3.17	3.00
74.00	13.00	0.00	0.05	1.68	3.12	3.00
75.00	13.00	0.00	0.03	1.68	3.09	3.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	5.33	60.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

Earl Stewart S	5.48	60.20	3.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Earl Stewart S	1.69	0.00	1.68	0.00	0.01	0.00

Town of Lake Park
Community Development Department

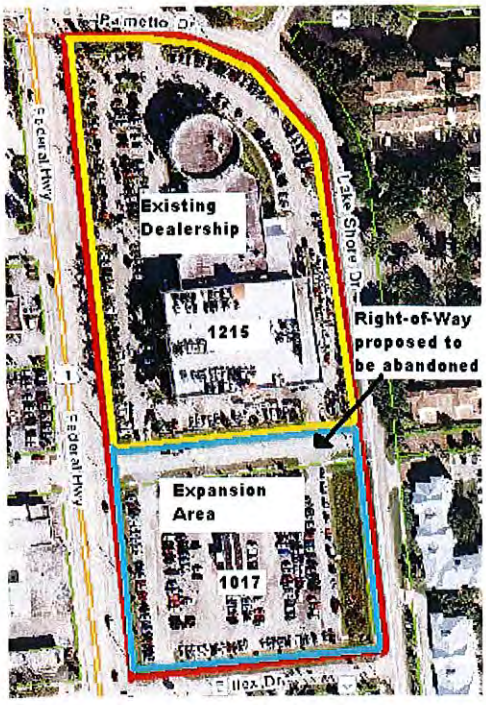
Certified Mail – ***You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.***

January 15, 2015

Re: Earl Stewart Toyota/Commercial Investments LLC – Planned Unit Development Amendment (Site Plan and Rezoning) and Special Exception Use Approval

Dear Property Owner:

Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart Toyota and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval. The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development (Rezoning from Commercial-1 to PUD) and the special exception use approval of a vehicles sales establishment (see illustration). A right-of way abandonment application will also be considered separately and is tentatively scheduled for the March 4, 2015 Town Commission meeting.



7 Continued

The Planning & Zoning Board will hold a public hearing on these matters on **Monday, February 2, 2015, at 7:00 p.m.,** or as soon thereafter as can be heard, in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida. The **Town Commission** will *tentatively* hold their public hearing on **Wednesday, March 4, 2015 at 6:30 p.m**., or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

Town of Lake Park
Community Development Department

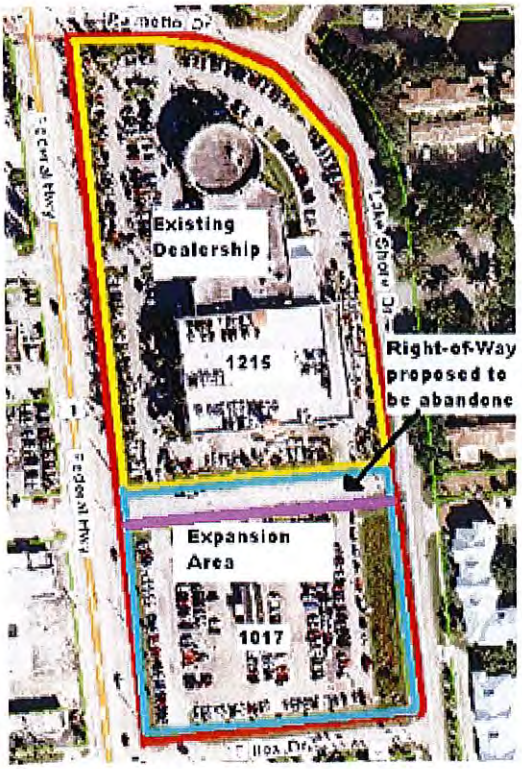
Certified Mail – ***You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.***

March 18, 2015

Re: Earl Stewart LLC/Commercial Investments LLC - Planned Unit Development Amendment Application
(1) Site Plan and Special Exception Use of a Vehicle Sales Establishment
(2) Abandonment of East Jasmine Drive
(3) Rezoning of 1017 North Federal Highway (C-1 to PUD)

Dear Property Owner:

Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine Drive right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval. The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development (Rezoning from Commercial-1 (C-1) to Planned Unit Development (PUD) for the 1017 Federal Highway property) and the special exception use approval of a vehicles sales establishment (see illustration). A right-of-way abandonment application will also be considered separately for East Jasmine Drive.



The Town Commission will hold a public hearing on the Ordinance for the rezoning of the 1017 Federal Highway property, as well as the Ordinance for the abandonment of the East Jasmine Drive right-of-way on **Wednesday, April 1, 2015 on 1st reading** and **Wednesday, April 15, 2015 on 2nd reading** for adoption. The Resolution for the site plan and special exception use of a vehicle sales establishment will be heard by the Town Commission on **Wednesday, April 15, 2015**. All items will be presented at 6:30 p.m., or as soon thereafter as can be heard in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

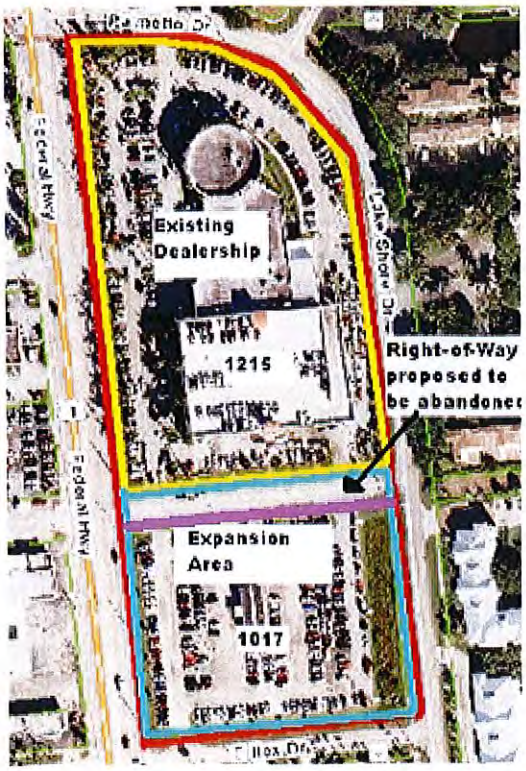
Town of Lake Park
Community Development Department

Regular Mail Notice – ***You are receiving this notice because on April 1, 2015 the Town Commission expressed interest in notifying the OCCUPANTS of the adjacent residential developments of the upcoming public hearings.***

May 8, 2015

Re: **Earl Stewart LLC/Commercial Investments LLC - Planned Unit Development Amendment (PUD) Application**
(1) Site Plan and Special Exception Use of a Vehicle Sales Establishment
(2) Abandonment of a 0.49 acre portion of East Jasmine Drive
(3) Land Use Amendment of East Jasmine Drive (Public Right-of-Way to Commercial/Residential)
(4) Rezoning of 1017 North Federal Highway (C-1 to PUD) and East Jasmine Drive (Public Right-of-Way to PUD)

Dear Occupant:



Please be advised that Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") is requesting to expand the Owner's existing car dealership currently located at 1215 Federal Highway (36-43-42-21-27-000-0000) onto the existing East Jasmine Drive right-of-way and 1017 Federal Highway (36-43-42-20-01-121-0010), which represents the overall site being considered for site plan approval and special exception use approval of a vehicles sales establishment (see illustration). The proposed expansion requires an amendment to the existing boundaries of the Planned Unit Development and includes: (1) Land Use Amendment for East Jasmine Drive from a Public Right-of-Way to a Commercial/Residential land use designation; and (2) Rezoning from Commercial-1 to PUD for East Jasmine Drive and for the 1017 Federal Highway property. All of the above will be contingent on the approval of a right-of-way abandonment application which will also be considered separately for East Jasmine Drive.

The Town Commission will hold a public hearing on the various items approved by Ordinance (abandonment; land use; and rezoning) and by Resolution (site plan with special exception use) on **Wednesday, May 20, 2015** and **Wednesday, June 17, 2015**. All items will be presented at 6:30 p.m., or as soon thereafter as can be heard in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

TOWN OF LAKE PARK, FLORIDA
AFFIDAVIT
of
Mailing of Public Notices
and Public Notice Sign Posting

STATE OF FLORIDA
COUNTY OF PALM BEACH

APPLICATION NUMBER: **4771** PETITION NAME: **Earl Stewart Toyota**

BEFORE ME, the undersigned authority, personally appeared Anne Booth, who, after having been first duly sworn and put upon oath, says as follows:

1. That she is authorized on the behalf of the owner of the property identified in the above referenced petition to be heard before the Town Commission on May 20, 2015 and June 17, 2015 and is authorized to execute and make this Affidavit, and is familiar with the matters as set forth herein and they are true to the best of his/her knowledge, information and belief.

2. That on or about April 27, 2015, the required public notice sign(s) was/were placed on the subject property stating, **"Site is being considered for a PUD Amendment which requires the Land Use Amendment, Rezoning and Site Plan with Special Exception Use approval and that it will be considered at the May 20, 2015 and June 17, 2015 Town Commission meetings."**

3. That on May 8, 2015, the required public notices were mailed to all occupants as identified in the lists provided by the Town of Lake Park.

Signature of agent for owner

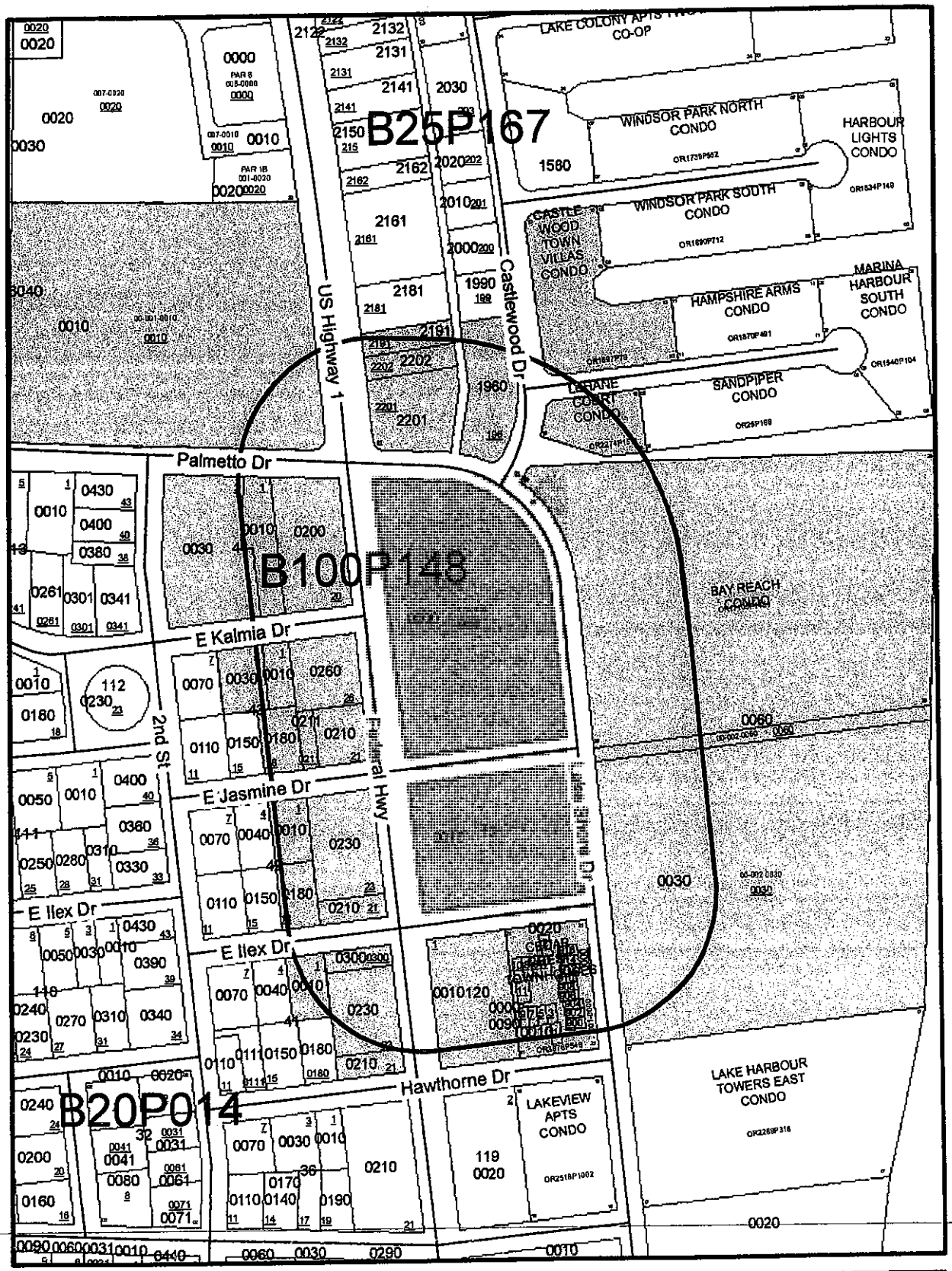
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF MAY, 2015.

Notary Public:

My Commission Expires: August 13, 2016

SANDRA J. MEGRUE
Notary Public - State of Florida
My Comm. Expires Aug 13, 2016
Commission # EE 192836
Bonded Through National Notary Assn.

300 ft Buffer Map



Gary R. Nikolits, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 60 120 240 360 480 Feet
Map Scale

Notes:

Produced on: 1/15/2015

Key

Selected Parcels 100 300 500

Others 200 400

36434220010410010 300
SMALL CEDRICK &
118 E ILEX DR
LAKE PARK FL 33403 2822

36434220010410210 300
PALMS BUILDING LLC
4500 PGA BLVD STE 304A
PALM BEACH GARDENS FL 33418 3995

36434220010410230 300
L P FABRICS INC
1055 LEADENHALL ST
ALPHARETTA GA 30022 8491

36434220010410300 300
WOLLSTEIN EDWARD &
1055 LEADENHALL ST
ALPHARETTA GA 30022 8491

36434220010420010 300
ERVIN JOSEPH &
2549 STEARNS DR
MANASQUAN NJ 08736 2317

3 1220010420180 300
DAVISON LAURA K
123 E ILEX DR
LAKE PARK FL 33403 2821

36434220010420210 300
TRIM ENDLESS INC
1055 LEADENHALL ST
ALPHARETTA GA 30022 8491

36434220010420230 300
NEW ROCHELLE PLAZA
309 NORTH AVE
NEW ROCHELLE NY 10801 4112

36434220010430010 300
WILSON KANLAYA
41 E KALMIA DR
LAKE PARK FL 33403 2827

36434220010430030 300
M' 'D CLAUDE
12. _ KALMIA DR
_AKE PARK FL 33403 2828

36434220010430180 300
WALLACE JASON M &
123 E JASMINE DR
LAKE PARK FL 33403 2823

36434220010430210 300
MOSLER WARREN B TRUST
5000 ESTATE SOUTHGATE
CHRISTIANSTED VI 00820 4532

36434220010430211 300
MOSLER WARREN B TRUST
5000 ESTATE SOUTHGATE
CHRISTIANSTED VI 00820 4532

36434220010430260 300
SIL FIR CORP &
3017 EXCHANGE CT # C
WEST PALM BEACH FL 33409 4032

36434220010440010 300
CHAVES LAKE PARK CORP
PO BOX 711
DALLAS TX 75221 0711

36434220010440030 300
FLORIDA POWER & LIGHT CO
PO BOX 14000
NORTH PALM BEACH FL 33408 0420

36434220010440200 300
CHAVES LAKE PARK CORP
PO BOX 711
DALLAS TX 75221 0711

36434220011200010 300
CROMWELL PROPERTIES
PO BOX 60
JUPITER FL 33468 0060

36434221000020030 300
MARINERS KEY OWNER LLC
200 WEST ST FL 35
NEW YORK NY 10282 2102

36434221000020060 300
COHEN SUSAN
1415 N ASTOR ST
CHICAGO IL 60610 1622

36434221210000010 300
BAGHDADY SAMI J
1 HAWTHORNE DR
LAKE PARK FL 33403 2853

36434221210000020
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000030
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000040 300
BAGHDADY SAMI
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000050 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000060 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000070 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000080 300
ABOU ZEID NABIL
168 WHITE ST
BELMONT MA 02478 4722

36434221210000090 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000100 300
BAGHDADY SAMI J
382 MASSACHUSETTS AVE
ARLINGTON MA 02474 6728

36434221210000110 BAGHDADY SAMI J 382 MASSACHUSETTS AVE AR INGTON MA 02474 6728	300	**36434221210010000** CEDAR CREST HOMEOWNERS ASSN 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280012050** BERGSTEIN RITA M 431 FAIRWOOD DR IRWIN PA 15642 2662	300
36434221210009000 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280011010** RANKER JOHN 308 GRAND CENTRAL AVE AMITYVILLE NY 11701 3709	300	**36434221280012060** HOFFMAN LINDA A 50 ADMIRALS CT PALM BEACH GARDENS FL 33418 7164	300
36434221210009020 GANIM LAWRENCE J 2429 NORTH AVE BRIDGEPORT CT 06604 2336	300	**36434221280011020** LEES ROBERT B & 110 WOOD LN DELRAY BEACH FL 33444 3965	300	**36434221280021010** WILLIAMS WELTON S 1500 CHEROKEE TRL SW ATLANTA GA 30331 6304	300
36434221210009040 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280011030** WINKEL JASON 1010 LAKE SHORE DR # 103 LAKE PARK FL 33403 2862	300	**36434221280021020** BARHORST GREGORY P * * CONFIDENTIAL RECORD * * * * * * FS SECTION 119.07 * * * *	300
36434221210009060 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280011040** MAYO ANGELA 1010 LAKE SHORE DR APT 104 LAKE PARK FL 33403 2862	300	**36434221280021030** SORIERO VINCENT A & 1988 S CLUB DR WELLINGTON FL 33414 9090	300
4221210009080 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280011050** SWEISFURTH BRIAN & 1315 LEE RD BLUE BELL PA 19422 1831	300	**36434221280021040** VANARSDALE KRISZTA H & 6115 W MILL RD FLOURTOWN PA 19031 1217	300
36434221210009100 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280012010** NGUYEN CAT 772 5 5TH ST PHILADELPHIA PA 19147 3036	300	**36434221280021050** MORGAN ANDREW J & 713 NIGHTHAWK WAY NORTH PALM BEACH FL 33408 4201	300
36434221210009120 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280012020** FERNANDEZ ANTONIO & 76 STAATS RD BLOOMSBURY NJ 08804 3300	300	**36434221280022010** GOEBEL CHELSEA C & 1015 LAKE SHORE DR APT 201 LAKE PARK FL 33403 2800	300
36434221210009140 BAGHDADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280012030** FRAGA DEBORAH S 9061 DUPONT PL WELLINGTON FL 33414 6473	300	**36434221280022020** GERLO CARLO F & 1015 LAKE SHORE DR # 202 LAKE PARK FL 33403 2800	300
36434221210009160 DADY SAMI J 382 MASSACHUSETTS AVE ARLINGTON MA 02474 6728	300	**36434221280012040** RICHARZ SABINE 129 GREENLEES DR KINGSTON ON K7K 6R5 CANADA	300	**36434221280022030** CARLUCCI KENNETH C PO BOX 772 SHOREHAM NY 11786 0772	300

36434221280022040 300
WEEGE JAMES F TRUST
19 SABAL ISLAND DR
BOYNTON BEACH FL 33435 3321

36434221280022050 300
STRENG JENNA
14726 HORSESHOE TRCE
WELLINGTON FL 33414 7839

36434221280022060 300
CHAN MING
5643 SW 114TH AVE
COOPER CITY FL 33330 4567

36434221280031010 300
GARTLEY RUTHANN
PO BOX 6088
PITTSBURGH PA 15211 0088

36434221280031020 300
HALVORSON SUSAN P &
2685 JUILLIARD ST
BOULDER CO 8030S 7030

3 4221280031030 300
STOIEFF STEPHEN &
3040 LAKE SHORE DR # 801
RIVIERA BEACH FL 33404 4634

36434221280031040 300
SHELLY ROAD LLC
14872 47TH RD
WELLBORN FL 32094 2322

36434221280031050 300
DESANTIS MARK A &
61 TECUMSEH AVE
OCEANPORT NJ 07757 1634

36434221280032010 300
APPOS NICHOLAS D &
156 STONE HOUSE LN
GUILFORD CT 06437 2853

36434221280032020 300
AN GREGORY R &
13 WESTON ST
CARVER MA 02330 1253

36434221280032030 300
PIZZO LUIGI &
49893 GOLDEN LAKE DR
UTICA MI 48315 3552

36434221280032040 300
PARK AVENUE REAL ESTATE INVSTMNTS LLC
142 CAT ROCK LN
JUPITER FL 33458 2876

36434221280032050 300
MCCARTHY KRASSIMIRA A
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280032060 300
FORGIONE HELENA M
49 CHAPEL LN
LEVITTOWN NY 11756 2635

36434221280041010 300
STERLING REBECCA
1025 LAKE SHORE DR APT 101
WEST PALM BEACH FL 33403 2890

36434221280041020 300
SHIN JENNIE &
1025 LAKE SHORE DR # 102
403 2890

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GILLEY SYLVIA
3460 MERIDIAN WAY
WINSTON SALEM NC 27104 1835

36434221280041040 300
IP HERMAN &
10008 HOLMHURST RD
BETHESDA MD 20817 1642

36434221280041050 300
COSTA ANTHONY R
21660 TITUS PATH
SYOSSET NY 11791 9667

36434221280042010 300
CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280042020 300
USMANOV MARSEL E
48058 WALNUT ST # 9204
WIXOM MI 48393 2760

36434221280042030 300
CHOY PATRICIA L
263S BROWN ST
8ROOKLYN NY 11235 1603

36434221280042040 300
BARTELS ROGER F
1025 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2890

36434221280042050 300
MORGAN ANDREW J &
713 NIGHTHAWK WAY
NORTH PALM BEACH FL 33408 4201

36434221280042060 300
RUEST NORMAN
7542 CAPE VERDE LN
LAKE WORTH FL 33467 6905

36434221280051010 300
APPEL EZRA M &
999 SW 38TH CT
PALM CITY FL 34990 3586

36434221280051020 300
IP HERMAN &
10008 HOLMHURST RD
BETHESDA MD 20817 1642

36434221280051030 300
WEZNER BRYAN
1030 LAKE SHORE DR # 103
LAKE PARK FL 33403 2899

36434221280051040 300
KLEIN TIBOR &
12 PRIORY CT
MELVILLE NY 11747 3929

36434221280051050 300
HARTLEY GARY
1030 SHORESHORE DR # 105
LAKE PARK FL 33403

36434221280052010 300
SOKOLOV IGOR
3942 HIGHLANDER WAY E
ANN ARBOR MI 48108 9691

36434221280052020 300
SORRENTINO LOUIS &
307 XANADU PL
JUPITER FL 33477 6453

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BELT JAMIE R
1030 LAKE SHORE DR # 203
LAKE PARK FL 33403 2899

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IMBESI JOSEPH A
1030 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2899

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FRANCAVILLA EUGENE F TR
27 N PENNOCK LN STE 205
JUPITER FL 33458 4083

3 4221280052060 300
TWO CHEFS HOLDING LLC
205 BLUEBERRY RD
EGG HARBOR TOWNSHIP NJ 08234 4904

36434221280061010 300
SMITH CLAUDIA
PMB 5001 PO BOX 8309
ST JOHN VI 00831 8309

36434221280061020 300
BERG STEFAN &
FRYEBO SE 33491
ANDERSTORP
SWEDEN

36434221280061030 300
BULGER FRANK P &
16112 E PRESTWICH DR
OXAHATCHEE FL 33470 4028

36434221280061040 300
V JAMES F TRUST
9 SABAL ISLAND DR
BOYNTON BEACH FL 33435 3321

36434221280061050 300
312 MONTECITO LLC
222 LAKEVIEW AVE # 160
WEST PALM BEACH FL 33401 6101

36434221280062010 300
MCLAUGHLIN TERRENCE JAMES
1035 LAKE SHORE DR
LAKE PARK FL 33403 2864

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POTTRATZ DONALD D
1035 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2864

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IMBESI DENNIS M
1035 LAKE SHORE DR APT 203
LAKE PARK FL 33403 2864

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WAYNE N KATZ REV TRUST
734 MARITIME WAY
PALM BEACH GARDENS FL 33410 3424

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RINE JAMES &
14808 66TH ST N
LOXAHATCHEE FL 33470 4524

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BAY REACH CONDO ASSN INC
3900 WOODLAKE BLVD STE 309
GREENACRES FL 33463 3046

36434221280071010 300
ZAMBITO ROSALIE &
1001 LAKE SHORE DR UNIT 101
LAKE PARK FL 33403 2866

36434221280071020 300
LY ANH &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280071030 300
BARLOTTA EDWARD
1040 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2876

36434221280071040 300
WHITE CAROL
9428 GRANITE RIDGE LN
WEST PALM BEACH FL 33411 6603

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CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280072010 300
GUERCIA KENNETH A &
1040 LAKE SHORE DR
LAKE PARK FL 33403 2876

36434221280072020 300
CARLUCCI PHILIP &
34 HASKEL LN
STONY BROOK NY 11790 2341

36434221280072030 300
BOTT DENNIS J &
1040 LAKE SHORE DR # 203
LAKE PARK FL 33403 2876

36434221280072040 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

36434221280072050 300
KOZAREVICH NICK &
55 KINGSBRIDGE GARDEN CIR
#1602
MISSISSAUGA ON L5R 1Y1 CANADA

36434221280072060 300
MCCARTHY KRASSIMIRA
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280081010 300
PETTI ANDREW &
1045 LAKE SHORE DR APT 101
LAKE PARK FL 33403 2877

36434221280081020 300
RIVERS & RIVERS INC
1882 BELLAIR BLVD
ORANGE PARK FL 32073 4516

36434221280081030 300
CAMPBELL RICHARD N
73 HERITAE
IRVINE CA 92620

36434221280081040 300
BRANCO EUGENIO M &
820 SHERIDAN AVE
ELIZABETH NJ 07208 3523

36434221280081050 300
LEFTEROV YANAKI &
1045 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2878

36434221280082010 300
VALLE BETH A &
1045 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2878

36434221280082020 300
MOUNTS GREGORY A
1045 LAKE SHORE DR # 202
LAKE PARK FL 33403 2878

3 4221280082030 300
CORDERO SUZANNE &
6153 WOOD LAKE RD
JUPITER FL 33458 2482

36434221280082040 300
LEAHY ROBERT &
40 WILLIAMS WAY
BRIDGEHAMPTON NY 11932

36434221280082050 300
LEON JOSE L
11683 49TH ST N
ROYAL PALM BEACH FL 33411 9158

36434221280082060 300
CECERE JOHN
1045 LAKE SHORE DR APT 206
LAKE PARK FL 33403 2878

36434221280091010 300
T Y ROBERT
414 PARK AVE
LAKE PARK FL 33403 2861

36434221280091020 300
MITCHELL SCOTT A &
235 W CENTRAL AVE
BLACKWOOD NJ 08012 2904

36434221280091030 300
MERCIER RICHARD L &
1050 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2861

36434221280091040 300
ROYALS GARY W &
100 W ROOSEVELT AVE APT 301
BENSENVILLE IL 60106 4108

36434221280091050 300
HEWITT JOHN W &
8 ALNWICK RD
PALM BEACH GARDENS FL 33418 6835

36434221280092010 300
RIENZO CHARLES A
8701 SE WATER OAK PL
JUPITER FL 33469 1811

36434221280092020 300
BAY REACH CONDOMINIUM ASSOCIATION INC
1001 LAKE SHORE DR
LAKE PARK FL 33403 2866

36434221280092030 300
DEGOUW MARILYN M
1050 LAKE SHORE DR APT 203
LAKE PARK FL 33403 2861

36434221280092040 300
SCHEER LORI ANN
10 MAPLE AVE
BRONX NY 10465 3819

36434221280092050 300
WRIGHT STEVEN &
680 SW 18TH ST
BOCA RATON FL 33486 7029

36434221280092060 300
MCCLOSKEY JOSEPH & GAIL TRUST
832 ANCHORAGE DR
NORTH PALM BEACH FL 33408 4337

36434221280101010 300
SISSON RODNEY C
1060 LAKE SHORE DR # 101
LAKE PARK FL 33403 2879

36434221280101020 300
MEIZEL ALEKSANDR &
76 REJANE CRES
THORNHILL ONTARIO
L4J 5A4 CANADA

36434221280101030 300
YODER TERESA D
1060 LAKESHORE DR # 103
LAKE PARK FL 33403 2879

36434221280101040 300
RIEKER RICHARD &
1060 LAKE SHORE DR # 104
LAKE PARK FL 33403 2879

36434221280101050 300
NEIMARLIJA MENSUR
153 GREENVILLE ST
WOODBRIDGE NJ 07095 1811

36434221280102010 300
MORRISON JOINT REVOCABLE TRUST
32801 HIGHWAY 441 N LOT 239
OKEECHOBEE FL 34972

36434221280102020 300
ORLANDO MICHAEL P
1060 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2879

36434221280102030 300
TALLERIE PIERRE &
3826 PEBBLEBROOK CT
POMPANO BEACH FL 33073 2220

36434221280102040 300
PHAM TIEN MY
9024 RIMOUSKI
BROSSARD QC
J4X 2S2 CANADA

36434221280102050 300
FLESHER JAMES &
1060 LAKE SHORE DR APT 205
LAKE PARK FL 33403 2879

36434221280102060 300
PORTOCARRERO KARLA I
1060 LAKE SHORE DR # 206
LAKE PARK FL 33403 2879

36434221280111010 300
RODRIGUEZ JOSE G
1105 LAKE SHORE DR # 101
LAKE PARK FL 33403 2880

36434221280111020 300
FEDERAL NATIONAL MRTG ASSN
1800 NW 49TH ST # 120
FORT LAUDERDALE FL 33309 3092

36434221280111030 300
CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280111040 300
MASTERS VALERIE
1105 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2865

[illegible]4221280111050 300
CERQUEIRA MARIA
1105 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2865

36434221280112010 300
LAKE SHORE HOLDINGS INC
848 N RAINBOW BLVD # 1611
LAS VEGAS NV 89107 1103

36434221280112020 300
RUSS DONALD
1105 LAKE SHORE DR # 202
WEST PALM BEACH FL 33403 2865

36434221280112030 300
CARPETA CONSULTING LLC
1025 LAKE SHORE DR APT 201
LAKE PARK FL 33403 2890

36434221280112040 300
FMAN ANGELA M
1105 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2865

36434221280112050 300
PUYOL EDUARDO
PO BOX 14307
NORTH PALM BEACH FL 33408 0307

36434221280112060 300
FRANCAVILLA EUGENE F TRUST
27 PENNOCK LN # 205
JUPITER FL 33458 4083

36434221280121010 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280121020 300
MORSI ALAA M
1110 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2881

36434221280121030 300
FEDERAL HOME LOAN MRTG CORP
50000 PLANO PKWY
CARROLLTON TX 75010 4902

36434221280121040 300
DAUSILLIO FRANK
1110 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2881

36434221280121050 300
BRILEY WILLIAM H &
425 CELEBRATION AVE
KISSIMMEE FL 34747 4685

36434221280122010 300
CLARK BETHANY J
1110 LAKE SHORE DR # 201
LAKE PARK FL 33403 2881

36434221280122020 300
CALVO GAIL
1110 LAKE SHORE DR # 202
LAKE PARK FL 33403 2881

36434221280122030 300
LAKE SHORE PROPERTY INVESTMENT LLC
1760 W COMMUNITY DR
JUPITER FL 33458 8211

36434221280122040 300
GRAHAM DEBORAH L EST
1110 LAKE SHORE DR # 204
LAKE PARK FL 33403 2881

36434221280122050 300
FLOHR MICHAEL
1110 LAKE SHORE DR APT 205
LAKE PARK FL 33403 2881

36434221280122060 300
KONTOGIANNIS KATHY &
1614 SHAUNA CRES
GREELY, ON
K4P1M8 CANADA

36434221280131010 300
RUDIN CHARLES P
424 EVERGREEN DR
WEST PALM BCH FL 33403 3304

36434221280131020 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280131030 300
LIXFIELD KEVIN J &
201 S HAVEN AVE
MEDFORD NY 11763

36434221280131040 300
NICHOLS JOHN S
1115 LAKE SHORE DR APT 104
LAKE PARK FL 33403 2882

36434221280131050 300
TURNER JERRY R
50 BRIGHT RD
NEW EGYPT NJ 08533 1204

36434221280132010 300
LAKE SHORE HOLDINGS INC
848 N RAINBOW BLVD APT 44
LAS VEGAS NV 89107 1103

36434221280132020 300
PHAM NGA THI THIEU &
2830 CHEMIN DES PRAIRIES
BROSSARD QC
J4Y 2X4 CANADA

36434221280132030 300
CLARK SHIRLEY A
1115 LAKE SHORE DR # 203
LAKE PARK FL 33403 2883

36434221280132040 300
HASH JOHN A &
1115 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2883

36434221280132050 300
HART JACQUELINE &
189 EUPHRATES CIR
PALM BEACH GARDENS FL 33410 2185

36434221280132060 300
LUTEIN ROBERTO &
13219 S4TH ST
ROYAL PALM BEACH FL 33411 8349

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ALBAHAE ZACHARY TR &
10866 NW 14TH ST
POMPANO BEACH FL 33071 8213

3[illegible]4221280141020 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

36434221280141030 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280141040 300
SPANAKOS MARK
1120 LAKE SHORE DR # 104
LAKE PARK FL 33403 2849

36434221280141050 300
IVASHKEVICH EUGENI
1120 LAKE SHORE DR APT 105
LAKE PARK FL 33403 2849

36434221280142010 300
[illegible] UNG A
1120 LAKESHORE DR # 201
LAKE PARK FL 33403 2849

36434221280142020 300
BASILIO ALEJANDRA O &
3420 EMBASSY DR
WEST PALM BEACH FL 33401 1028

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ROBINSON KAREN &
2896 POMEROL DR APT 203
LAKE PARK FL 33403

36434221280142040 300
NGUYEN CAN TRUST &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

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WHITE JENNIFER
637 NE 12TH TER # 2
BOYNTON BEACH FL 33435 3271

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SELIGER RUSSELL &
6541 WINDSOR DR
POMPANO BEACH FL 33067 1654

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NGUYEN CAT &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

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SCHNEIDER BRADLEY M
1125 LAKESHORE DR # 102
WEST PALM BEACH FL 33403 2884

36434221280151030 300
LIRA PROPERTY LLC
PO BOX 3852
LANTANA FL 33465 3852

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KAUFFMAN ANGELA M
1105 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2865

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KANO ABDOULAHAD
370 AVE LETHBRIDGE
MONTROYAL QC
H3P 2Y8 CANADA

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WHITE CAROL &
424 EVERGREEN DR
LAKE PARK FL 33403 3304

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PAWLASYK ELIZABETH
114 STAFFORDSHIRE CT
LONDON ONTARIO N6H 0B9 CANADA

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DELLAPINA STEPHEN &
287 FLAMINGO POINTE S
JUPITER FL 33458 8348

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PORTOCARRERO KARLA I
1125 LAKE SHORE DR # 204
LAKE PARK FL 33403 2884

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KONTOGIANNIS BILL &
1614 SHAUNA CRESCENT
GREELY ONTARIO
K4P 1M8 CANADA

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AZARMIPUR MALLY
21530 MARCHENA ST
WOODLAND HILLS CA 91364 4320

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MOORE PAUL W &
90 HAWES ST
WRENTHAM MA 02093 1650

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HERRERA SANDRO M
1130 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2850

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ODEEN MARK
115 LAKESHORE DR APT 1948
NORTH PALM BEACH FL 33408 3645

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LEVATO ROY V
198 EAST ST
WEST UPTON MA 01568 1212

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GAMBACORTO ALAN &
86 ALGONQUIN AVE
OCEANPORT NJ 07757 1612

36434221280162010 300
MTS INVESTMENTS LLC
PO BOX 3852
LANTANA FL 33465 3852

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KAMIENIAK CINDY DUNN TRUST
1130 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2850

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CHAPMAN EILEEN
1130 LAKE SHORE DR APT 203
WEST PALM BCH FL 33403 2850

36434221280162040 300
BROUSSEAU ANNETTE M
1130 LAKE SHORE DR APT 204
LAKE PARK FL 33403 2850

4221280162050 300
GRANT WALTER L
1130 LAKESHORE DR # 205
LAKE PARK FL 33403 2850

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DECKER WILLIAM
1130 LAKESHORE DR # 206
LAKE PARK FL 33403 2850

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MTS INVESTMENTS LLC
PO BOX 3852
LANTANA FL 33465 3852

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KEPACA LTD
2 S BISCAYNE BLVD STE 3400
MIAMI FL 33131 1807

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GS ZACHARY &
15782 73RD TER N
PALM BEACH GARDENS FL 33418 7408

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PHELPS MARK A &
13 YORKVIEW DR
LUTHVLE TIMON MD 21093 3222

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FOUGERON JEAN PAUL &
5568 SE HAMMOCK RESERVE TER
HOBE SOUND FL 33455 8308

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FERRAZ PAULO
801 LAKE SHORE DR APT 803
WEST PALM BCH FL 33403 2933

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PHAM TIEN LOC &
155 HARBORN RD
MISSISSAUGA ON
L5B 1A6 CANADA

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STAGGS ZACHARY &
15782 73RD TER N
PALM BEACH GARDENS FL 33418 7408

36434221280172040 300
SAUER ROBERT P JR
1135 LAKE SHORE DR # 204
LAKE PARK FL 33403 2885

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DAMBROSIO CHERYL
1135 LAKE SHORE DR APT 205
LAKE PARK FL 33403 2885

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KONTOGIANNIS KATHY &
1614 SHAUNA CRES GREELY
ON
K4P 1M8 CANADA

36434221280181010 300
DORSO MICHAEL J JR &
PO BOX 1262
BREWTON AL 36427 1262

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CARACCIOLO PIETRO
1140 LAKE SHORE DR APT 102
LAKE PARK FL 33403 2886

36434221280181030 300
BURNS OWEN F
1140 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2886

36434221280181040 300
STREIGOLD HOWARD
13379 KINGSBURY DR
WELLINGTON FL 33414 3923

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BAY REACH 1140 105 LLC
3200 1ST AVE S STE 300
SEATTLE WA 98134 1860

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CAMPBELL JOSEPH P
422 GLEN ARBOR CT
KING OF PRUSSIA PA 19406 3190

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LAWSON JEFFREY P
1140 LAKE SHORE DR APT 202
LAKE PARK FL 33403 2887

36434221280182030 300
RANJ LJUBICA &
2120 WINGATE 8ND
WELLINGTON FL 33414 6245

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LASSEN KATHERINE M
19007 SE LOXAHATCHEE RIVER RD
JUPITER FL 33458 1079

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STANLEY JEFFREY
12932 CALAIS CIR
PALM BEACH GARDENS FL 33410 1420

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MCCARTHY KRASSIMIRA
1551 N FLAGLER DR APT 1512
WEST PALM BEACH FL 33401 3450

36434221280191010 300
DAVID HARLEY & MICHAEL E SPRAGUE TRUST
17439 JUDY CT
MACOMB MI 48044 2632

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WEEKS SUSAN A TRUST
635 RIVIERA DR
BOYNTON BEACH FL 33435 6152

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MALINCONICO FRANK
12291 73RD CT N
WEST PALM BEACH FL 33412 1420

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MORRISON JOINT REVOCABLE TRUST
32801 US HIGHWAY 441 N LOT 239
OKEECHOBEE FL 34972 0296

36434221280191050 300
LJT ENTERPRISES LLC
54 BARBERRY DR
BURLINGTON CT 06013 1508

36434221280192010 300
SOUCY FAMILY LIFE TRUST
2016 JUSTIN RD
LEWISVILLE TX 75077 7180

34221280192020 300
COX JAMES M
1145 LAKE SHORE DR UNIT 202
LAKE PARK FL 33403 2851

36434221280192030 300
PATTERSON CURTIS RAY II
1145 LAKE SHORE DR # 203
LAKE PARK FL 33403 2851

36434221280192040 300
TRAN KHOI &
2830 CHEMIN DES PRAIRIES
BROSSARD QC
J4Y 2X4 CANADA

36434221280192050 300
BOYLE KAREN J
710 ROCK SPRING AVE
BEL AIR MD 21014 2945

36434221280192060 300
RTY JOHN J &
1145 LAKE SHORE DR APT 206
LAKE PARK FL 33403 2851

36434221280201010 300
NGUYEN CAT &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

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COLDREN SHANE &
4756 ROSEBROOK PL
SMYRNA GA 30080 6778

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DAMBROSIO CHERYL S
1155 LAKE SHORE DR APT 103
LAKE PARK FL 33403 2888

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DELAUS DANIEL C &
1155 LAKE SHORE DR # 104
LAKE PARK FL 33403 2888

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SILVEIRA FERRAZ PAULO R
5682 LAKE OSBORNE DR
LAKE WORTH FL 33461 6146

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NGUYEN CAN &
5605 BOUFFANT BLVD
ALEXANDRIA VA 22311 3705

36434221280202020 300
HANSON LINDA B
11900 JUBAL EARLY CT
POTOMAC MD 20854 3427

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ROY JOHN &
1155 LAKE SHORE DR # 203
LAKE PARK FL 33403 2888

36434221280202040 300
FRASER JOHN M &
104 RIVER RD
KENNEBUNKPORT ME 04046 7536

36434221280202050 300
NGUYEN CAT XUAN &
772 S 5TH ST
PHILADELPHIA PA 19147 3036

36434221280202060 300
ORLANDO WILLIAM L
36 SPANISH BAY
N SIOUX CITY SD 57049 5447

68434216010001960 300
FIRST CHURCH OF CHRIST SCIENTIST INC
128 ASHLEY CT
JUPITER FL 33458 2933

68434216010002191 300
110 US ONE BUILDING LLC
730 SW SALERNO RD
STUART FL 34997 6256

68434216010002201 300
100 NORTH FEDERAL HIGHWAY LLC
2955 E 11TH AVE
HIALEAH FL 33013 3509

68434216010002202 300
PORCELLI JOMARIE F TRUST
11394 E TEACH RD
PALM BEACH GARDENS FL 33410 3438

68434221000010010 300
VILLAGE SHOPPES AT US 1 LLC
133 US HIGHWAY 1
N PALM BEACH FL 33408 5401

68434221100001110 300
HOCKTON JULIE &
2520 EMBASSY DR
WEST PALM BCH FL 33401 1015

68434221100001120 300
MASSENZIO JOHN &
230 BEECHWOOD DR
CRANSTON RI 02921 3309

68434221100001140 300
DUNLAP SANDRA E
132 WETTAW LN # 114
NORTH PALM BEACH FL 33408 5685

68434221100001150 300
BLAKEY DOUGLAS R &
10916 NW 12TH CT
PLANTATION FL 33322 6926

68434221100001160 300
MARTIN KYLE
132 WETTAW LN APT 116
NORTH PALM BEACH FL 33408 5685

68434221100001170 300
RUDZWICK RUSSELL A &
85-49 87TH ST
JAMAICA NY 11421 1304

68434221100001180 300
ROLAND JULIAN
132 WETTAW LN # 118
NORTH PALM BEACH FL 33408 5685

68434221100001190 300
MCCARTHY DIANE
118 CASTLEWOOD DR APT 119
NORTH PALM BEACH FL 33408 5687

68434221100001200 300
SURACI VIRGINIA
118 CASTLEWOOD DR # 120
NORTH PALM BEACH FL 33408 5687

4221100001210 300
SOCCORSO MARGUERITE &
118 CASTLEWOOD DR # 121
NORTH PALM BEACH FL 33408 5687

68434221100001220 300
SHELLEY JAMES D TRUST
10541 SE LE PARC
TEQUESTA FL 33469 8147

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LAKE KAREN L &
118 CASTLEWOOD DR # 123
NORTH PALM BEACH FL 33408 5687

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RODRIGUEZ WILBERT &
118 CASTLEWOOD DR # 124
NORTH PALM BEACH FL 33408 5687

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ERMAIN CONSTANCE B
118 CASTLEWOOD DR # 125
NORTH PALM BEACH FL 33408 5687

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STEPHAN NANCY &
118 CASTLEWOOD DR APT 126
NORTH PALM BEACH FL 33408 5687

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TUMMINIA MELINDA M EST
118 CASTLEWOOD DR APT 127
NORTH PALM BEACH FL 33408 5687

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CHICKERING HENRY T
118 CASTLEWOOD DR APT 12B
NORTH PALM BEACH FL 33408 S687

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BROWN DAVID M &
118 CASTLEWOOD DR APT 129
NORTH PALM BEACH FL 33408 5687

68434221100001300 300
FINKELSTEIN PAUL
129 LEHANE TER # 130
NORTH PALM BEACH FL 33408 5686

68434221100001310 300
U S BANK NATIONAL ASSOCIATION TR
3476 STATEVIEW BLVD
FORT MILL SC 29715 7203

68434221100001320 300
DZENUTIS PETER A JR
129 LEHANE TER # 132
NORTH PALM BEACH FL 33408 5686

68434221100001330 300
NEVINS JUDY
129 LEHANE TER # 133
NORTH PALM BEACH FL 33408 5686

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CARMICHAEL DAVID TRUST &
2420 NE 13TH CT
FORT LAUDERDALE FL 33304 1544

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LISCOMB AARON &
129 LEHANE TER APT 135
NORTH PALM BEACH FL 33408 5686

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CONWAY LARRY G &
129 LEHANE TER APT 136
NORTH PALM BEACH FL 33408 S686

68434221100001370 300
SMITH JASON C
129 LEHANE TER # 137
NORTH PALM BEACH FL 33408 S686

68434221100001380 300
EICHNER BARBARA
129 LEHANE TER # 138
NORTH PALM BEACH FL 33408 5686

68434221100001390 300
BENNETT WILLIAM P
129 LEHANE TER # 139
NORTH PALM BEACH FL 33408 5686

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HUBERTZ STEPHEN A
128 LAHANE TER # 101
NORTH PALM BEACH FL 33408 5614

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SKLAR EVAN G
969 LAUREL RD
NORTH PALM BEACH FL 33408 4020

68434221160001030 300
POWELL SHARON L
128 LEHANE TER # 103
NORTH PALM BEACH FL 33408 5614

68434221160001040 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160001050 300
SABIA PATRICIA W TRUST
201 E TALL OAKS CIR
PALM BEACH GARDENS FL 33410 4451

68434221160001060 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160001070 300
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

36434220011210010
COMMERCIAL INVESTMENTS LLC
1215 N FEDERAL HWY
LAKE PARK FL 33403 2895

68434221160001080 300
OSTROWSKI TRACY E
616 LEXINGTON AVE
CROWN POINT IN 46307 4514

36434221270000000
EARL STEWART LLC
1215 N FEDERAL HWY
LAKE PARK FL 33403 2895

68434221160002010 300
SKLAR EVAN G
969 LAUREL RD N
NORTH PALM BEACH FL 33408 4020

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DASILVA BRIAN E
TH 89-A-83 BOROUGH DR
TORONTO, ON
M1P 5E4 CANADA

68434221160002030 300
KUBEK MICHAEL J &
214 2ND ST
LAKE PARK FL 33403 3541

4221160002040 300
GRUNWALD DONALD
PO BOX 14914
NORTH PALM BEACH FL 33408 0914

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STEINBACH CHRISTOPHER &
128 LEHANE TER # 205
NORTH PALM BEACH FL 33408 5617

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CARRIGAN MAUREEN A EST
140 CYPRESS CLUB DR APT 415
POMPANO BEACH FL 33060 4730

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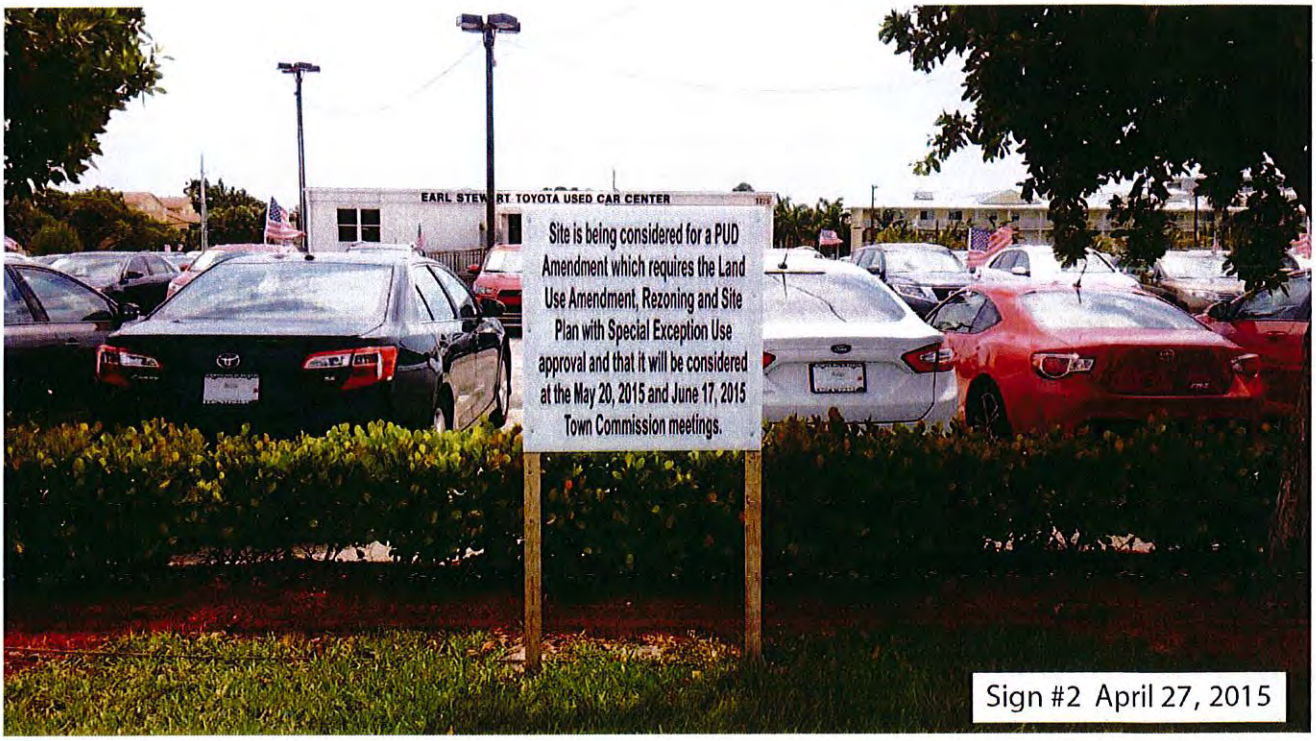
MINER NOEL L &
328 LEEWARD DR
JUPITER FL 33477 9337

68434221160002080 300
EVAN &
969 LAUREL RD
NORTH PALM BEACH FL 33408 4020

Sign #1 April 27, 2015



Sign #2 April 27, 2015

Sign #3 April 27, 2015

Sign #4 April 27, 2015

Site is being considered for a PUD Amendment which requires the Land Use Amendment, Rezoning and Site Plan with Special Exception Use approval and that it will be considered at the May 20, 2015 and June 17, 2015 Town Commission meetings.
Sign #5 April 27, 2015

East Jasmine Drive right-of-way abandonment application will be considered by the Town Commission at the May 20, 2015 and June 17, 2015 Town Commission meetings.
Sign #7 April 27, 2015

Sign #8 April 27, 2015

Community
JAN 26 2015
Development

To: Town of Lake Park

Attn: Nadia DiTommaso

From: Sami Baghdady, Abutter

Date: January 23, 2015

Re: Earl Stewart Toyota/Commercial Investments LLC

In response to the notice dated January 15, 2015 regarding Earl Stewart Toyota, I have several serious concerns regarding their proposal.

To begin with, Toyota had presented this proposal back in 2007. It was debated in a hearing and was denied.

The issues of concern are as follows:

1. Health problems emerging from the toxic fumes from the car storage facility.

2. The acquisition of Jasimin Drive by Toyota diverts the traffic to E. Ilex Drive thus, adding congestion to E. Ilex Drive.

3. The access to the Toyota Facility to E. Ilex Drive is dangerous and causes inconvenience to the residents of E. Ilex Drive.

4. The acquisition of Jasmine Drive and the conversion of residential real estate into commercial real estate alters the character of the town of which we invested.

5. Mr. Stewart has several other properties in the area that can accommodate the type of service he is seeking for E. Ilex. The annexation of Jasmine Drive would cause the traffic to move to E. Ilex.

6. The Town of Lake Park reversed itself. It caused the restaurant that was located on U. S. 1 (Baker) to leave the area because they would not grant him permission to use the lot he purchased on Lake Shore Drive for parking for his customers.

I would like to have my concerns considered before any approval is made.

A concerned citizen (and property owner)

Sami J. Baghdady

Earl Stewart Toyota North Palm Beach
Application for Rezoning/Special Exception to Expand auto dealership/ROW – submitted Jan 28, 2015
abandonment of East Jasmine Dr
Meeting with Lake Park Township to review applicants plans
2/11/15

Zoning Designations for 2.23 acres
FLU: Commercial Residential
Present: C-1 Business District Zoning
What is the applicant able to build on this site in this current zoning?

East Jasmine Drive: Public ROW
August 4 2004 ROW abandonment Resolution No. 43-07-04
Null and void since all of required conditions of approval were not met:
What were the conditions attached to this Resolution?

Environmental Impact:
Does the Lake Park Township acknowledge that it has an historical and environmental body of water and its tributaries known as Lake Worth to protect and preserve for present and future use by the residents of the Township?

Does the Lake Park Township acknowledge that an endangered species known as the manatee frequents the canals bordering the applicants commercial property to feed, drink the water coming out of the run-off pipes from Lake shore Drive, mate, and give birth?

Does the Lake Park Township support the Palm Beach County Manatee Protection Plan of 2007?

Why does the applicant request a Special Exception to Expand the auto dealership?

The applicant is expanding the number of service bays and adding a carwash?
How does the applicant presently handle:

1. Waste Water

2. Run-off from hard surfaces?

3. What chemicals are contained in the waste water and run-off?

4. Has an environmental study been done by either the township or the applicant to evaluate the environmental impact of present waste water and run-off and future waste water and run-off?

5. In the applicant's plan, run-off is directed to Lake Shore Drive. Existing run-off presently collects in large puddles at the corner of East Jasmine and Lake Shore Drive.
   Is the applicant financing infrastructure to handle increased hard surface run-off?

6. Is the run-off from Lake Shore Drive diverted to the outflow pipes of the canal east of Lake Shore Drive and Palmetto?

Historical Impact:
The Town of Lake Park was developed in the early 1900's as a seaside community and its plans at that time were for residential growth. The famous landscapers, the Olmstead Brothers planned the landscaping of Kelsey City.
Houses within Lake Park are of historical design and the new main street is an effort by Lake Park to maintain the small community concept.
The beautiful township park bordering Lake Worth is a gem for our Township.

There is space within the Lake Park Township for the type and size of growth that the applicant is requesting the Township to consider to increase its bottom fiscal numbers without regard for the original town concept.

This alternate space within the light industrial park bordering Dixie Highway and Congress Avenue is better used for the applicant's design. It is within minutes of the already existing Earl Stewart complex.

Traffic Impacts:
Lake Shore Drive is a small street. Traffic studies done by the applicant reference the Federal Highway corridor to form its conclusions that there is little traffic impact caused by the applicants proposed request for rezoning and expansion.

Lake Shore Drive is a quiet street and is designed to handle the residential traffic from the currently zoned R-1 AA high density condominiums on Lake Shore Drive. It is not designed to handle increased traffic from the proposed applicant design.

At the February Planning and Zoning meeting, February 2, 2015, the Township's solicitor recommended the closing and replacing of the Lake shore Drive entrance and exit to Federal Highway in line with the proposed storage facility.
That was an excellent Township proposal in keeping with the Federal Highway Corridor concept of the traffic study. In otherwords, keep the traffic confined to the Federal Highway Corridor.

Community
FEB 12 2015
Development

To: Town of Lake Park

Attn: Nadia Di Tommaso, Community Development Director

From: Nick and Karen Kozarevich, owners at Bay Reach Condominiums

Date: February 12, 2015

Re: Earl Stewart Toyota/Commercial Investments LLC, notice dated January 15, 2015

In response to the notice dated January 15, 2015 regarding the proposed expansion of Earl Stewart Toyota with a tall unsightly building, on the lot they currently use to store vehicles, we have several concerns that we would like to bring to your attention for additional review of what we consider to be probable impacts to the local community. Specifically, we have concerns as follows:

1. Noise pollution from multiple trucks and vehicles going in and out of the proposed structure. Trucks that transport vehicles are large and noisy. Remember that people work all hours of the day and therefore some need to sleep during daylight hours, and thus need a quiet surrounding.
2. Air pollution from multiple trucks and vehicles going in and out of the proposed structure.
3. Congestion on the streets from multiple trucks and vehicles going in and out of the proposed structure. Closing down Jasmine Drive will add to the congestion. Working residents need easy access in and out during rush hours. Limiting access routes could also negatively impact emergency evacuation.
4. Possible water pollution to nearby canals and Intracoastal Waterway (ICW) where manatees live with other marine life and are supposed to be protected. We see manatees everyday living and swimming in the canals and ICW.
5. Inconsistent use of land that was supposed to remain as R – residentially zoned on Lake Shore Drive.
6. Loss of sunlight to neighboring condominiums, thus detracting from homeowners' pleasure. We and other homeowners specifically bought here to enjoy the tranquil surroundings and sunlight along Lake Shore Drive and the ICW.
7. Loss of property values due to all of the above impacts.

Please have our concerns researched and considered before any approval is made.

Regards,

Nick and Karen Kozarevich

Bay Reach Condominium owners since 2006

To: Town of Lake Park
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

Date: 2/18/15

Community
FEB 18 2015
Development

From: Bay Reach Condominium Owner:
Beth and Benny Valle, 1045 Lake Shore Drive, #201, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15

In response to the referenced expansion of Earl Stewart Toyota, I have strong concern that the original Vision of the town developers of Lake Park as a coastal community of great beauty (the Marina, Kelsey Park, landscaping, low buildings, etc.) is getting lost in this rapid Application Process. The land in question is directly across from Lake Worth and Lake Shore Drive, and is very valuable and strategic in its location and importance to the Town. The question is whether this flagship project is truly in the best interests of the future vision of Lake Park. The answer requires time for a broad and honest analysis.

The project conflicts with the existing architecture, style, mass, height, and use of the Lake Shore Drive area. It is directly across Lake Shore from Bay Reach, and results in a building wall nearly 50 feet high that runs 3 city blocks and is about 1000 feet long. It will be as if a cruise ship has docked 100 feet from our home. Our western view, light, breezes, and open ambience will be greatly impacted by this sterile, unnatural feature.

Safety -The project will introduce a dangerous increase of commercial truck, van, and car traffic onto Lake Shore Drive, which was designed for residential use in a residential neighborhood and is only 2 lanes wide. The resulting traffic congestion, inconvenience, and safety hazards will strongly impact the resident population who regularly use Lake Shore Drive as drivers, bicyclists, and pedestrians. Earl Stewart car carrier trucks currently park illegally in the center of Lake Shore Drive while they await offloading.

E. Jasmine ROW The project proposes a new access along Lake Shore Drive. Therefore, the project will potentially have 3 access points on Lake Shore Drive (existing one just south of Castlewood intersection, the proposed abandonment of E. Jasmine, and the new one). Lake Shore Drive is a residential street in its origins and nature, and is not a commercial highway, as is Federal Highway. US 1 should have all the traffic. Because of the Safety concerns of Item (2) above, I request that the Township evaluate: Conditioning the E. Jasmine Drive ROW Abandonment Agreement to require:

A. Project will have NO Lake Shore Drive access points, and will close existing ones.
B. Allow no vehicle parking, standing, loading or unloading related to the Earl Stewart commercial establishment to take place on Lake Shore Drive.

Please have these concerns researched and considered before any Approval is made, and include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely,

Beth and Benny Valle
Bay Reach Resident and Homeowner

To: Town of Lake Park Date: _2/18/2015_____ Community
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director FEB 18 2015

From: Bay Reach Condominium Owner (abutter) Bay Development
Reach_____,
_1015_____ Lake Shore Drive, #__104_____, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15
Note: Please include my Letter in the Public Record of this Application

As a homeowner whose property is directly across Lake Shore Drive from the Earl Stewart project, I have strong concerns regarding the projects local and general impact:

1. The **historic origins of Lake Park** included designing a community to emphasize its beautiful coastline. The buildings, landscaping, zoning, and development promoted this concept. This particular Application seems to ignore the very essence of Lake Park. The land in question is directly across from Lake Worth and Lake Shore Drive, and is very historic, valuable, and strategic in its location and importance to the Town. The project represents an intrusion into our residential area, bringing heavy traffic and a huge commercial footprint of concentrated car dealership activity. It sets a precedent for further large projects in the area between Federal Highway and Lake Shore Drive that will overcome the intended residential component of that area. It will negatively affect the Safety, Quality of Life, Property Values, and Health of the Residents.

2. The Applicant directly states that there are **NO Historic Resources** that would be affected by the proposed development. This is a completely erroneous statement, and shows a disregard for the Lake Park community that they are part of and will affect:
To paraphrase Lake Park's own website: (lakeparkflorida.gov)
Lake Park Historic Structures – Lake Park retains the original layout planned by the Olmstead Brothers. Lake Park was called "The Jewel of the Palm Beaches" and reflects the desirable quality of life envisioned by the town founders in 1923.

It emphasizes the historic Lush Landscaping, Sails in the Marina, and town atmosphere. The site was Kelsey's favorite spot on Lake Worth. Kelsey brought in the famous Olmstead Brothers, premier architects of the time. Other notable Olmstead firm projects include White House grounds, National Mall, Jefferson Memorial, and New York's Central Park, Chicago 1893 Worlds Fair, and the Bok Tower in Lake Wales, Florida.

In 1939, the street names were changed to names of flowers and trees. The original zoning was residential from Lake Worth to 5th St. (4 blocks West of Federal Highway). I ask that the nearby Historic community of Lake Park be given more consideration in relation to the project. Even the abandonment of E. Jasmine has historical significance.
No Historic Resources indeed!! The Applicant appears to be quite blind!

Sincerely, _Krista and Don Van Arsdale_____, Bay Reach Homeowner

Right-of-Way

From: jhash2@comcast.net <jhash2@comcast.net>
Sent: Thursday, February 19, 2015 10:59 AM
To: James Dubois; Kim Glas-Castro; Kathleen Rapoza; Erin Flaherty; Michael O'Rourke
Cc: Hash, Janet
Subject: Kilday Urban Design Application 1215 and 1017 Fed. Hwy

Re: 1215 1017 Federal H'wy
Special Exception use approval of vehicle sales establishment
ROW Abandonment, Variance
Earl Stewart Toyota and Commercial Investments LLC's have a team of experts, under the direction of the applicant, to pursue the development of the property they own. The Residents of Lake Park also have a team of experts: our Mayor, Vice-Mayor, Commissioners and town solicitor, whose sworn duty is to do what is best for the people they serve by balancing the growth of our tiny village. The Kilday Urban Design application tests the metal of our representatives to balance the quality of life of residents with business expansion within the small footprint that comprises Lake Park.
The applicant's project proposes to build a 45 foot high structure for the increased storage and distribution of goods acquired by the car dealership, in essence creating a hub for the car dealership on property owned by Commercial Inverstments LLC that has a broad objective of distribution to dealerships other than specific sales at the 1215 Federal Hwy site. At the Feb 2, 2015 planning zoning meeting the reps for Earl Stewart said that to acquire the volume discount from Toyota, a larger volume of cars needed to be bought. Thus the sticky wicket of where to store this increased volume???
Defining the structure as a parking garage is a slight of hand definition that packages the structure neatly into zoning/rezoning.
However, the structure is more accurately defined as a "warehouse" which stores and distributes goods.
This begs the question of the Township turning a Blind Eye to this expansion by using the applicants definition or defining the applicants expansion as to its true nature??
There are many concerns from residents along Lake Shore Dr. who have to view a 45 foot concrete wall extending for 3 blocks blocking out sunsets, sky, openness, light, enjoyment of the quiet of a small town village atmosphere that is tiny Lake Park.

- ROW abandonment of East Jasmine Dr
- Lake Shore Drive uses as entrance/exit for 18 wheelers and other tractor trailers that supply the dealership
- the current parking and unloading of vehicles off Lake Shore Dr creating driving hazards for residential vehicles
- waste water management from a car wash that doesn't seem to be addressed in the application
- noise abatement controls for blowers and dryers in a car wash facility and hours of use for this new part of dealership
- commercial use of car wash/ body shop/ to service fleets

Community
FEB 19 2015
Development

From: jhash2@comcast.net <jhash2@comcast.net>
Sent: Thursday, February 19, 2015 10:59 AM
To: James Dubois; Kim Glas-Castro; Kathleen Rapoza; Erin Flaherty; Michael O'Rourke
Cc: Hash, Janet
Subject: Kilday Urban Design Application 1215 and 1017 Fed. Hwy

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- noise abatement controls for blowers and dryers in a car wash facility and hours of use for this new part of dealership
- commercial use of car wash/ body shop/ to service fleets

- the concentration of commercial versus residential from Palmeto to Greenbriar under current zoning
- setbacks to Lake Shore Dr on 1017 property owned by Commercial Investments LLC seem to favor aesthetics for dealership and not residents

This application before the Town of Lake Park needs careful consideration by our team of experts. What has been lacking is public input, not because the public affected on both sides of US 1 is not interested and has no opinion, but because the information supplied to residents about the extensive nature of this expansion has been minimized or lacking even in bullet form, details of the 3 Phases of expansion.
The Mayor and Commissioners need to take the deliberate time to sort through and balance the rights of its residents and its businesses regardless of the pressures put upon it by the applicant due to time restrictions.
Respectfully,
Janet Hash Resident Lake Park

Community
FEB 2 1 2015
Development

From: John Ranker [mailto:witchy1629@aol.com]
Sent: Saturday, February 21, 2015 3:55 PM
To: James Dubois; Kim Glas-Castro; eflahertty@lakeparkflorida.gov; Michael O'Rourke; Kathleen Rapoza; Nadia DiTommaso; jthomas@lakeparkflorida.gov
Subject: Earl 5tewart expansion project

After attending the February 2, 2015 meeting of the Planning Board regarding the proposed Earl Stewart Expansion Plan, I must say that I was very impressed with the genuine concern and understanding the board showed for the area residents. Judith Thomas spoke eloquently and from the heart as she explained the detrimental impact a five story garage would have on our tiny Village of Lake Park and the residents both to the west and the east.

There are a few comments that I,as a resident of Bay Reach, would like to make:

The letter I received from Earl Stewart said nothing nor inferred about a five story garage- rather it concerned the acquisition of East Jasmine Drive. I find this to be quite disturbing and deceptive- and I believe it is the reason the room was not packed with residents at the meeting on Feb. 2nd.

I also find that the requirements that Earl Stewart had to meet had been met "to the minimum" most disturbing. Why allow a project of this magnitude fly with the MINIMUM???

Earl Stewart did not want to impact Federal Hwy, so he saw fit to push the behemoth garage into the faces of the residents to the east? This is unconscionable!

I find it hard to believe that the project will have " no environmental impact" All the runoff goes into the storm drain that empties into our canal which is notably absent from some maps. We have a family of manatees that reside there. So runoff from the facility's carwash, repair bays, etc. may very well impact the environment. Lake Shore Drive floods during heavy rains and high tides!

The Village of Lake Park is tiny- only two square miles. We presently are zoned for three stories which should be enough for Earl Stewart's expansion if they are truly only doubling their inventory. Or is it the fact that we are so tiny and "no one knows where Lake Park is" that we just don't matter to Earl Stewart?

Of the five blocks between Kelsey Park and Palmetto Drive, which constitutes the North half of Lake Park, Earl Stewart occupies three- that is a large concentration of one business.

As I stood out in the afternoon sun, I realized that if this five story monstrosity is allowed, i won't see any afternoon sun!

I realize that Earl Stewart has been a good neighbor, but I don't think this project has taken into consideration the impact on the local residents, both to the east and the west. There are other viable locations that are already zoned for projects of this height which I'm sure would be satisfactory and welcomed.

I implore the Board to maintain the integrity of our tiny Village of Lake Park. I would also request that Nadia DiTommaso, Community Development Director, include this correspondence with the development application as part of the public record .
Thank you for your consideration in this matter.

Sincerely,
Elizabeth Ranker
1010 Lake Shore Drive Apt 101
Lake Park, FL 33403

Development

To: Town of Lake Park
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

Date: 2.20.2015

From: Bay Reach Condominium Owner (abutter) Eileen Chapman
1130 Lake Shore Drive, # 203, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15

In response to the referenced expansion of Earl Stewart Toyota, I have strong concerns:

Lake Park Future- The original Vision of the town developers of Lake Park as a coastal community of great beauty (the Marina, Kelsey Park, landscaping, low buildings, etc.) has been lost in this rapid Application Process. The land in question is directly across from Lake Worth and Lake Shore Drive. It is valuable and strategic in its location and importance to the Town's future. Is this flagship project in the best interests of the future vision of Lake Park? The answer requires time for a broad and honest analysis.

Incompatibility - The project conflicts with the existing architecture, mass, height, and use of the Lake Shore Drive area. It is directly across Lake Shore from Bay Reach, and results in a building wall nearly 50 feet high that runs 3 city blocks (about 1000 feet). It will be as if a cruise ship has docked 100 feet from my home. The western view, light, breeze, and open ambience will be greatly impacted by this sterile, unnatural feature.

Safety -The project will introduce a dangerous increase of commercial truck, van, and car traffic onto Lake Shore Drive, which was designed for residential use in a residential neighborhood and is only 2 lanes wide. The resulting traffic congestion, inconvenience, and safety hazards will strongly impact the resident population who regularly use Lake Shore Drive as drivers, bicyclists, and pedestrians. Earl Stewart car carrier trucks currently park illegally in the center of Lake Shore Drive while they await offloading.

E. Jasmine ROW- The project proposes a new access along Lake Shore Drive. Therefore, the project will potentially have 3 access points on Lake Shore Drive (existing one just south of Castlewood intersection, the proposed abandonment of E. Jasmine, and the new one). Lake Shore Drive is a residential street in its origins and nature, and is not a commercial highway, as is Federal Highway. US 1 should have all the traffic. Because of the Safety concerns of Item (2) above, I request that the Township evaluate: Conditioning the E. Jasmine Drive ROW Abandonment Agreement to require:

A. Project will have NO Lake Shore Drive access points, and will close existing ones.

B. Allow no vehicle parking, standing, loading, or unloading related to the Earl Stewart commercial establishment to take place on Lake Shore Drive.

Please have these concerns researched and considered before any Approval is made, and include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely,

Eileen Chapman

Bay Reach Resident and Homeowner

1130 Lakeshore Dr
Unit 203

Community

FEB 23 2015

Development

To: Town of Lake Park Date: 2/18/2015
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

From: Bay Reach Condominium Owner (abutter) BAY REACH,
1030 Lake Shore Drive, # 104, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15

In response to the referenced expansion of Earl Stewart Toyota, I have strong concerns:

Lake Park Future- The original Vision of the town developers of Lake Park as a coastal community of great beauty (the Marina, Kelsey Park, landscaping, low buildings, etc.) has been lost in this rapid Application Process. The land in question is directly across from Lake Worth and Lake Shore Drive. It is valuable and strategic in its location and importance to the Town's future. Is this flagship project in the best interests of the future vision of Lake Park? The answer requires time for a broad and honest analysis.

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B. Allow no vehicle parking, standing, loading, or unloading related to the Earl Stewart commercial establishment to take place on Lake Shore Drive.

Please have these concerns researched and considered before any Approval is made, and include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely, Bay Reach Resident and Homeowner

[illegible]

Community

FEB 23 2015

To: Town of Lake Park Development
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

Date: 2-20-15

From: Bay Reach Condominium Owner (abutter) 1045 Lakeshore Dr.
_____ Lake Shore Drive, # 101 , Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15

In response to the referenced expansion of Earl Stewart Toyota, I have strong concern that the original Vision of the town developers of Lake Park as a coastal community of great beauty (the Marina, Kelsey Park, landscaping, low buildings, etc.) is getting lost in this rapid Application Process. The land in question is directly across from Lake Worth and Lake Shore Drive, and is very valuable and strategic in its location and importance to the Town.

The project conflicts with the existing residential surroundings and use of the Lake Shore Drive area. It is directly across Lake Shore from Bay Reach, and results in a building wall nearly 50 feet high that runs 3 city blocks and is about 1000 feet long. It will be as if a cruise ship has docked 100 feet from our home. Our western view, light, breezes, and open ambience will be greatly impacted by this sterile, unnatural feature.

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A. Project will have NO Lake Shore Drive access points, and will close existing ones.

B. Allow no vehicle parking, standing, loading, or unloading related to the Earl Stewart commercial establishment to take place on Lake Shore Drive.

Please have these concerns researched and considered before any Approval is made, and include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely,

Jeane M. Peters

Bay Reach Homeowner

Community

FEB 23 2015

Development

To: Town of Lake Park Date: 2-20-15

ATTN: Nadia DiTommaso, Community Development Director

From: Bay Reach Condominium Owner (abutter) John V CECERE
1045 Lake Shore Drive, # 206, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15
and Planning and Zoning Commission Meeting of 2/2/15

In response to the Earl Stewart Expansion, I have real concern that the original concept of Lake Park as a seaside community is being pushed aside by commercial interests along Federal Highway, to the future detriment of the Township. Specific concerns are:

1. Future Land Use -My home is in Bay Reach, across Lake Shore Drive from Earl Stewart Toyota and the proposed expansion. Bay Reach is in an historically residential zoned area bordering Lake Worth. Approval of this project sets a precedent for expanding the Federal Highway commercial corridor through to the western side of Lake Shore Drive. It will diminish the Residential part of the intended Future Land Use (FLU) designation of this Commercial/Residential strip between Lake Shore Drive and Federal Highway. In this area between Palmetto Drive and Greenbriar Drive (N side of Kelsey Park), the Earl Stewart expansion will itself occupy about 60% of the real estate, and will bring the total Commercial component in this area to about 80%. Residential component will be 20%. This does not appear to be a healthy, balanced approach to mixed land use.

2. Earl Stewart Toyota has grown dramatically at this location in Lake Park, and he is now the top dealer in the County. The Application requests to expand a car dealership and seeks approval for special exception use of a vehicle sales establishment. The description of a 5 story garage, 1400 parking spaces, 48 service bays, paint shop and car wash indicates a business that has grown beyond local retail sales into the areas of a car distributorship to other dealers, and fleet servicing and repair. Lake Park should expect large increases in volume of traffic, activity, noise, waste, and pollution with this project, which seems more suitable for a Light Industrial zone, rather than a residential one.

3. The project will greatly increase commercial Traffic on Lake Shore Drive (which is a residential street), and will result in unsafe conditions. I ask that the Township condition the E. Jasmine ROW Abandonment so as to prevent any new project access from Lake Shore Drive, to close all existing access from Lake Shore Drive, and to prevent any commercial use of Lake Shore Drive by the Earl Stewart Applicant for parking, etc.

Please evaluate and consider these specific concerns before any Approval decision.
Please include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely, John V. Cecere, Lake Park Resident and Homeowner

Community

FEB 23 2015

Development

To: Town of Lake Park Date: 2/20/15
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

From: Bay Reach Condominium Owner (abutter) Lori A. Scheer
1050 Lake Shore Drive, # 204, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15
Note: Please include my Letter in the Public Record of this Application

As a homeowner whose property is directly across Lake Shore Drive from the Earl Stewart project, I have strong concerns regarding the projects local and general impact:

1. The **historic origins of Lake Park** included designing a community to emphasize its beautiful coastline. The buildings, landscaping, zoning, and development promoted this concept. This particular Application seems to ignore the very essence of Lake Park. The land in question is directly across from Lake Worth and Lake Shore Drive, and is very historic, valuable, and strategic in its location and importance to the Town. The project represents an intrusion into our residential area, bringing heavy traffic and a huge commercial footprint of concentrated car dealership activity. It sets a precedent for further large projects in the area between Federal Highway and Lake Shore Drive that will overcome the intended residential component of that area. It will negatively affect the Safety, Quality of Life, Property Values, and Health of the Residents.

2. The Applicant directly states that there are **NO Historic Resources** that would be affected by the proposed development. This is a completely erroneous statement, and shows a disregard for the Lake Park community that they are part of and will affect:
To paraphrase Lake Park's own website: (lakeparkflorida.gov)
Lake Park Historic Structures – Lake Park retains the original layout planned by the Olmstead Brothers. Lake Park was called "The Jewel of the Palm Beaches" and reflects the desirable quality of life envisioned by the town founders in 1923.

It emphasizes the historic Lush Landscaping, Sails in the Marina, and town atmosphere. The site was Kelsey's favorite spot on Lake Worth. Kelsey brought in the famous Olmstead Brothers, premier architects of the time. Other notable Olmstead firm projects include White House grounds, National Mall, Jefferson Memorial, and New York's Central Park, Chicago 1893 Worlds Fair, and the Bok Tower in Lake Wales, Florida.

In 1939, the street names were changed to names of flowers and trees. The original zoning was residential from Lake Worth to 5th St. (4 blocks West of Federal Highway). I ask that the nearby Historic community of Lake Park be given more consideration in relation to the project. Even the abandonment of E. Jasmine has historical significance.
No Historic Resources indeed!! The Applicant appears to be quite blind!

Sincerely, Lori Scheer, Bay Reach Homeowner

Community
FEB 23 2015
Development

To: Town of Lake Park
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

Date: 2/18/2015

From: Bay Reach Condominium Owner (abutter) BAY REACH,
1015 Lake Shore Drive, #107, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15
and Planning and Zoning Commission Meeting of 2/2/15

In response to the Earl Stewart Expansion, I have real concern that the original concept of Lake Park as a seaside community is being pushed aside by commercial interests along Federal Highway, to the future detriment of the Township. Specific concerns are:

1. Future Land Use -My home is in Bay Reach, across Lake Shore Drive from Earl Stewart Toyota and the proposed expansion. Bay Reach is in an historically residential zoned area bordering Lake Worth. Approval of this project sets a precedent for expanding the Federal Highway commercial corridor through to the western side of Lake Shore Drive. It will diminish the Residential part of the intended Future Land Use (FLU) designation of this Commercial/Residential strip between Lake Shore Drive and Federal Highway. In this area between Palmetto Drive and Greenbriar Drive (N side of Kelsey Park), the Earl Stewart expansion will itself occupy about 60% of the real estate, and will bring the total Commercial component in this area to about 80%. Residential component will be 20%. This does not seem to be a healthy, balanced approach to mixed land use.

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3. Safety - The project will greatly increase commercial Traffic on Lake Shore Drive (which is a residential street), and will result in unsafe conditions. I ask that the Township condition the E. Jasmine ROW Abandonment so as to prevent any new project access from Lake Shore Drive, to close all existing access from Lake Shore Drive, and to prevent any commercial use of Lake Shore Drive by the Earl Stewart Applicant for parking, etc.

Please evaluate and consider these specific concerns before any Approval decision.
Please include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely, Sally Van Arsdale, Lake Park Resident and Homeowner

Community

FEB 2 6 2015

To: Town of Lake Park Development Date: 2-23-15
Planning and Zoning/Town Commission
ATTN: Nadia DiTommaso, Community Development Director

From: Bay Reach Condominium Owner (abutter) Annette Brousseau
1130 Lake Shore Drive, #204, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15
Note: Please include my Letter in the Public Record of this Application

As a homeowner whose property is directly across Lake Shore Drive from the Earl Stewart project, I have strong concerns regarding the projects local and general impact:

1. The **historic origins of Lake Park** included designing a community to emphasize its beautiful coastline. The buildings, landscaping, zoning, and development promoted this concept. This particular Application seems to ignore the very essence of Lake Park. The land in question is directly across from Lake Worth and Lake Shore Drive, and is very historic, valuable, and strategic in its location and importance to the Town. The project represents an intrusion into our residential area, bringing heavy traffic and a huge commercial footprint of concentrated car dealership activity. It sets a precedent for further large projects in the area between Federal Highway and Lake Shore Drive that will overcome the intended residential component of that area. It will negatively affect the Safety, Quality of Life, Property Values, and Health of the Residents.

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It emphasizes the historic Lush Landscaping, Sails in the Marina, and town atmosphere. The site was Kelsey's favorite spot on Lake Worth. Kelsey brought in the famous Olmstead Brothers, premier architects of the time. Other notable Olmstead firm projects include White House grounds, National Mall, Jefferson Memorial, and New York's Central Park, Chicago 1893 Worlds Fair, and the Bok Tower in Lake Wales, Florida.

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No Historic Resources indeed!! The Applicant appears to be quite blind!

Sincerely, A.M. Brousseau, Bay Reach Homeowner

Community

FEB 26 2015

Development

To: Town of Lake Park Date: 2/21/2015

ATTN: Nadia DiTommaso, Community Development Director

From: BayReach Owner (abutter) John & Victoria Bulsek
1035 Lake Shore Drive, #103, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and related notice dated 1/15/15

In response to the Earl Stewart Expansion Application, I have great concern that the original Vision of the town developers of Lake Park as a coastal community of great beauty (the Marina, Kelsey Park, Park Ave buildings, landscaping, etc.) is getting lost in this rapid Application Proccss. The land in question is very valuable and strategic in its location and importance to the Town. The question is whether this flagship project as presented is truly in the best interest for the future of Lake Park Township. Specifically, my related concerns are:

1. The project is inconsistent with the existing architecture, style, height, and use of Lake Shore Drive. The proposed project is directly across Lake Shore Drive from us, and results in a building wall nearly 50 foot high that runs 3 city blocks from Palmetto to Ilex, with an approximate length of 1000 feet. The effect will be as if a cruise ship docked less than 100 feet from our property. The Western view, light, and breezes will be greatly impacted by this sterile, unnatural feature.

2. The project will increase truck and car traffic along Lake Shore Drive, resulting in traffic congestion, inconvenience, and safety hazards to the residents along Lake Shore Drive. This is only a 2 lane road that was designed for residential use in a residential neighborhood. The Earl Stewart car carrier trucks already frequently use the center of the road for parking , which is illegal and currently creates a hazard near the BayReach entrance. The residential uses of this road need more protection for the many neighborhood drivers, pedestrians, bicyclists, and joggers.

3. The project proposes a new access point along Lake Shore Drive, just south of East Jasmine Drive . Therefore this project will potentially have 3 access points along Lake Shore Drive (existing one just south of Castlewood/Lake Shore Drive Intersection, the abandoned E. Jasmine Dr ROW, and the new access just mentioned). Lake Shore Drive is a residential street, appropriately named for its residential origins and nature – it is not a commercial highway, as is Federal Highway. Consequently, and because of the safety concerns identified in Item 2 above, I request that the Township consider the **E. Jasmine Dr ROW abandonment agreement to be conditioned** so as to close all Lake Shore Drive access points and allow no other access points on Lake Shore Drive. Additionally, there should be no vehicle parking, standing, loading, or unloading related to the Earl Stewart business allowed on Lake Shore Drive.

Please include this letter as part of the public record of the Earl Stewart Expansion.
Sincerely, Victoria Bulsek, Lake Park Resident and Homeowner

To: Town of Lake Park Date: 2/27/2015

ATTN: Nadia DiTommaso, Community Development Director

Community
FEB 27 2015
Development

From: Home Owner (abutter) _John Hash_____,
_1115__ Lake Shore Drive, #_204____ , Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Notice of 1/15/15

I have the following strong concerns that I request be reviewed and considered by the Planning and Zoning Board before any approval is granted.

I. Concentration (Criterion #4 of Code Section 78-184). The very basis of the project represents a questionable and large increase in concentration on at least 5 levels:

1. Two separate corporations are merging into one. Earl Stewart, LLC and Commercial Investment, LLC are combining. This is an act of concentration.
2. The acquisition of E. Jasmine Dr. from Lake Park increases the business size.
3. Three are 5 blocks of land on Federal Highway's east side between Palmetto and Ilex. The project seeks to take 3 of them. That is 60% of the Lake Park area in that corridor that will be owned by one car dealership.
4. The 5 story garage in itself represents a vertical type of concentration, a multiplier of sorts over what was originally in place.
5. The 1400 parking places, 48 service bays, car wash, paint shop, and increased office space indicate that the business has grown from serving just the local community with retail sales into a statewide operation that extends throughout Palm Beach County, nearby counties, and beyond. Add in fleet sales and service, and the modernization of sales methods (internet, for example), and the increased office space that is intended to support this concentration, and the business becomes oversized for the location they have chosen.

II. Future Land Use (FUL) for the area between Federal Highway and Lake Shore Drive (Criteria #1, #2, #3, #5 of Code Section 78-134)

1. If approved as presented, the project literally gets set in concrete for 80 years, or the expected life of such a building. The site is iconic, historic, and strategic in its location at the northern boundary of Lake Park. It sets the tone for Future Land Use in this area, and represents an unequal balance between commercial and residential use, particularly on the Lake Shore Drive side. Once approved, the project becomes a Legacy for the Planning and Zoning Board, the Town Commission, and the Town of Lake Park.

Please include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely, John Hash, Lake Park Resident and Homeowner

Community

MAR 0 2 2015

Development

To: Town of Lake Park Date: FEB 25, 2015

ATTN: Nadia DiTommaso, Community Development Director

From: BayReach Owner (abutter) BRIAN SWEISFORTH,
1010 Lake Shore Drive, # 105, Lake Park, FL 33403

Re: Earl Stewart Toyota Expansion Application and Certified Letter of 1/15/15

In response to the Earl Stewart Expansion, I have real concern that the original concept of Lake Park as a seaside community is being pushed aside by commercial interests along Federal Highway, to the future detriment of the Township. My concerns are itemized:

1. Future Land Use -My home is in Bay Reach, across Lake Shore Drive from Earl Stewart Toyota and the proposed expansion. Bay Reach is in an historically residential zoned area bordering Lake Worth. Approval of this project sets a precedent for expanding the Federal Highway commercial corridor through to the western side of Lake Shore Drive. It will diminish the Residential part of the intended Future Land Use (FLU) designation of this Commercial/Residential strip between Lake Shore Drive and Federal Highway. In this area between Palmetto Drive and Greenbriar Drive (N side of Kelsey Park), the Earl Stewart expansion will itself occupy about 60% of the real estate, and will bring the total Commercial component in this area to about 80%. Residential component will be 20%. This does not appear to be a healthy, balanced approach to mixed land use.

2. Earl Stewart Toyota has grown dramatically at this location in Lake Park, and he is now the top dealer in the County. The Application requests to expand a car dealership and seeks approval for special exception use of a vehicle sales establishment. The description of a 5 story garage, 1400 parking spaces, 48 service bays, paint shop and car wash indicates a business that has grown beyond local retail sales into the areas of a car distributorship to other dealers, and fleet servicing and repair. Lake Park should expect large increases in volume of traffic, activity, noise, waste, and pollution with this project, which seems more suitable for a Light Industrial zone, rather than a residential one.

3. The project will greatly increase commercial Traffic on Lake Shore Drive (which is a residential street), and will result in unsafe conditions. I ask that the Township condition the E. Jasmine ROW Abandonment so as to prevent any new project access from Lake Shore Drive, to close all existing access from Lake Shore Drive, and to prevent any commercial use of Lake Shore Drive by the Earl Stewart Applicant for parking, etc.

Please include this letter as part of the Public Record of the Earl Stewart Application.

Sincerely, Brian Sweisfurth, Lake Park Resident and Homeowner

Rezoning

Dear Kim, 03.24.15

Please HELP me and my neighbors stop the re-zoning of the Earl Stewart Toyota used car parking lot.

My name is Penny Broda. I have been a resident of Lake Park for 13+ years and live at 8 E. Ilex Drive. If the re-zoning is approved that means I will walk out my front door to look at a 4 story concrete parking garage with cars parked on the roof. I truly do not want that to be the first thing I see when I walk out my front door each day. With a parking garage of 40+Ft high that means anyone on those upper levels will be able to see right in my bedroom and bathroom windows, along with the bedroom and bathroom windows of my neighbors. **This is an invasion of my privacy.**

The current noise pollution (constant beeping car horns, up loading and off loading of vehicles at unacceptable hours of the day etc.) is at a maximum of what local residents should have to put up with.
The re-zoning of this property will only increase the noise pollution by double or even triple.

I realize Toyota needs more parking spaces and I am willing to compromise, but a 4 story with parking on the roof is not a compromise between both parties. A 2 story parking garage would be more of a compromise. This parking garage needs to be similar in height as the surrounding buildings vs. an over powering structure.

My question to you and all the commissioners is this:

WOULD YOU LIKE TO LIVE ACROSS THE STREET FROM A 4 STORY PARKING GARAGE WITH PARKING ON THE ROOF ?

Thank you Kim in advance for your help to stop the re-zoning.

If you have any questions, please contact me at 561.827.4688.
Penny.mb@gmail.com

Penny Broda

Penny Broda
8 E. Ilex Drive
Lake Park FL 33403

Nadia DiTommaso

From: Kim Glas-Castro
Sent: Tuesday, March 24, 2015 5:52 PM
To: Nadia DiTommaso
Subject: Fwd: Architectural design garage
Attachments: photo.JPG

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

> **From:** Janet Hash <jhash2@comcast.net>
> **Date:** March 24, 2015 at 12:12:10 PM EDT
> **To:** "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>, "jdubois@lakeparkflorida.gov" <jdubois@lakeparkflorida.gov>, "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "krapoza@lakeparkflorida.gov" <krapoza@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>
> **Suhject: Architectural design garage**
>
> This is a 4 story parking garage in Jupiter. Harborside.
> Recent architectural design trends have moved from the Big Box design concept to what you see pictured which happens to remind me of our own design concept on Park Avenue.
> What is our township settling for??
> Respectfully submitted
> Janet Hash Resident Lake Park

Site Plan

Nadia DiTommaso

From: Kim Glas-Castro
Sent: Tuesday, March 24, 2015 5:53 PM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart Project
Attachments: Example 1.jpg; Example 2.jpg; Example 3.jpg

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: "Samir" <ssbaghdady@aol.com>
To: "James Dubois" <jdubois@lakeparkflorida.gov>, "Erin Flaherty" <eflaherty@lakeparkflorida.gov>, "Kim Glas-Castro" <kglas-castro@lakeparkflorida.gov>, "Michael O'Rourke" <mo'rourke@lakeparkflorida.gov>, "Kathleen Rapoza" <krapoza@lakeparkflorida.gov>
Subject: Earl Stewart Project

Dear Mayor, Vice-Mayor, and Commissioners,

My name is Sam Baghdady and I am the Manager of the Cedar Crest Homeowners Association in Lake Park. I am asking you to please prevent the re-zoning of the Earl Stewart lot to a PUD. Lake Park is a beautiful community and I feel that a four story structure will ready change the character of the town and our area. The Cedar Crest Town Houses are 25 feet in height. To have this monsterous structure next to us will not only overshadow us and the neighboring buildings, but will bring down our values and make our area less desirable to live in. There has to be a compromise so we can all co-exist with one another.

I have been doing some research on Toyota dealerships and their parking garages. I am including some pictures of a garage I found that is 30 feet in height. Also, please pay attention to the height of the structure with respect to the residential structures across the street. They are the same height. Also, the sides of the structure that are facing the residential properties, they try and make them as residential looking as possible. The use of the louvers and growing ivy help to hide the cars.

Also, our petition is growing daily against this project.

Thank you for your time and consideration.

HARBOURSIDE PLACE

Site Plan

From: Kim Glas-Castro
Sent: Tuesday, March 24, 2015 5:52 PM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart Toyota

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: lupe lawrence <lupelawrence@yahoo.com>
Date: March 23, 2015 at 7:11:05 AM EDT
Cc: Kimberly Glas Castro <kglas-castro@lakeparkflorida.gov>, Erin Flaherty <eflaherty@lakeparkflorida.gov>, Michael O'rouke <orourkelaw@earthlink.net>, Kathy Rapoza <krapoza@lakeparkflorida.gov>
Subject: Earl Stewart Toyota
Reply-To: lupe lawrence <lupelawrence@yahoo.com>

Dear Elected Officials,

It has come to my attention that Earl Stewart Toyota desires to build a five story parking garage on Ilex Drive and Northlake Blvd, and by this email I am requesting that the Town of Lake Park does allow this to take place.

I live at 128 E. Ilex Drive, and I love that Lake Park has a old town feeling, although there are commercial buildings on Northlake Blvd they are not intrusive. A five story parking garage would look out of place and I believe will not add to the image that Lake Park is trying to portray.

Sincerely

Guadalupe Lawrence
Arts by Lupe
lupe lawrence
Artist
(561) 452-1737
www.lupelawrence.com

Site-Plan

From: Kim Glas-Castro
Sent: Wednesday, March 25, 2015 8:05 PM
To: Nadia DiTommaso
Subject: Fwd: Toyota expansion

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: Janet Hash <jhash2@comcast.net>
Date: March 25, 2015 at 7:10:59 PM EDT
To: "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>, "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>, "krapoza@lakeparkflorida.gov" <krapoza@lakeparkflorida.gov>
Subject: Toyota expansion

This morning I went to town hall to review the site plans for the Toyota expansion.

I am asking the Town Council to ask for design changes which distribute a design element around the said properties providing a physical structure that is in keeping with the neighboring residential designs and with current design trends in architecture. (Look at the new buildings going up along Congress. They have more appeal than this design.)

It seems that the design element is all up front off of Federal Hwy. The view from lakeshore drive is sterile, more akin to the loading zones of a Publix or Home Depot with some landscaping thrown in to camouflage a three city block of 45 foot concrete wall along the drive. Easy and cheap to build without conscience for those who get to live with that view and who do not have homes in Juno Beach or Yachts to take us away.

The carwash is also placed conveniently at the rear of property. Another industrial use that the applicant wants for expansion.

Please consider asking applicant to locate carwash in service Bay Area. Applicant has increased bays to 48 from 25. There is also some staging area adjacent to this that can be utilized.

Trash Compactor is also located towards rear and open to Lake Shore Drive. 1. Is this a dumpster?? 2. If a compactor, then what is noise level and why is it not enclosed on east side??

Thank you for your time and consideration
Janet Hash Resident

Re-Zoning & Site Plan.

From: Diane Munroe <DMunroe@fandicorp.com>
Sent: Wednesday, March 25, 2015 2:14 PM
To: James Dubois; Kim Glas-Castro
Cc: Nadia DiTommaso
Subject: Earl Stewart Dealership Expansion

Dear Mayor Dubois:
Dear Vice-Mayor Castro:
Dear Ms. DiTommaso:

I am very concerned about the re-zoning and expansion of The Toyota Dealership on US One, Lakeshore Dr., E Ilex & E. Jasmine.

I believe the re-zoning needs to be looked at very carefully. It *MUST* be residential friendly. There are quite a few individuals and families
living near the proposed parking garage. Hopefully the dealership and the residents can meet in between and keep it to a maximum of two stories with a lot of landscaping.
I don't believe that Mr. Stewart is concerned about the residents of Lake Park. This is measured by his unkept promises, extension after over-extension of his plans, and
wanting the most for himself. This has been witnessed over the last 10+ years.

There is constant beeping noise, car horns and those car fobs trying to locate cars. And that loud speaker over and over again.
It continues all day long, including weekends. The noise is very disrupting. The loading off and on of the cars is also a big issue, as he does not keep to his promised schedule. The swales are eaten up by the loaders. With such a large dealership, the traffic will increase on the three smaller roads, regardless of what the traffic study shows.

Please help us to keep the height down to a satisfactory level by not re-zoning the C-1 portion to a PUD.

Your help and expertise as our community leader is greatly appreciated.

Sincerely,

Diane S. Munroe
Lake Park, FL 33403
24 Year Resident Lake Park

Jodie Please Include these Public Comments in the Project Record.

To: Town of Lake Park, Town Commission Meeting of April 1, 2015
Fm: John Hash, 1115 Lake Shore Drive (#204), Lake Park, FL 33403

Re: [redacted] - Agenda Item – Future Land Use of Lake Park Area between Lake Shore Drive and Federal Highway (US 1)

I wish to express concern regarding the future land use of the Lake Park area bounded by Federal Highway (US1) and Lake Shore Drive. There are only 5 square blocks North of Kelsey Park and 5 square blocks South of the park. This area is zoned for Future Land Use as a mixed use Residential/Commercial.
On the North portion, 3 out of the 5 blocks are all one business, and the other 2 are split evenly between Residential and Commercial. Therefore, this area designated for mixed use is already 80% Commercial and 20% Residential. How does this represent a mixed use balance?

Also, the C-1 zoning is meant as the lightest of commercial uses, as a buffer to residential areas.

I am concerned that the Historic seacoast and small town nature of Lake Park is becoming lost in the contest between the commercial, residential, and town revenue needs.

The Town of Lake Park 2008 Comprehensive Plan Introduction and Executive Summary reads "The Town of Lake Park's Comprehensive Plan is its blueprint for existing and future development. The Plan's Goals, Objectives, and Policies reflect the Town's Vision for its future and how it will meet the needs of existing and future residents, visitor, and businesses." I will read some of these Goals, Objectives, and Policies that seem relevant.

Sec. 3.4.1 – Town Goal Statement – "Ensure that the historic small town character of Lake Park is maintained while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas."

Also, part of Town Goal … (3) Commercial , industrial, and mixed use development …will be located to maximize the potential for economic benefit .. while minimizing potential threats to health, safety, and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation."

Policy 1.1 (b) – regulate the use and intensity of land development consistent with this element to ensure the compatibility with adjacent land use.
(c) regulate areas subject ot seasonal and periodic flooding by requiring adequate drainage and stormwater management.

Objective (7) – The town recognizes the benefits of unified architectural and design standards. The Town shall continue to develop, maintain, revise, and enforce these standards as appropriate..
There are many more, but I am short of time here.

John Hash

Town Council Mtg April 1, 2015
Lake Park, Florida

A. Non- Agenda Comments:

1. Architectural and Landscape Design:

I reviewed the site plans for the Toyota expansion last week and went to the Earl Stewart Meet and Greet.

>I am focusing my comments on the existing building owned by Earl Stewart LLC and the 1017 lot owned by Commercial Investments, LLC and asking that the Town adds some conditons to any agreement:

>1. I am asking the Town Council to add a condition for design changes which distribute a landscaping design element around the existing car dealership and its proposed expansion of that building that is in keeping with the neighboring residential designs and with current design trends in architecture and landscaping.

>

> The view from Lake Shore Drive is sterile, more akin to the loading zones of a Publix or Home Depot. At the Meet and Greet session on March 28th, Mr. Stewart agreed that the building needed more landscaping and discussed trellising along the back of the building and a system to maintain the plantings.>

>

2. I am asking the Town Council to add a condition that the applicant redesign placement of the new carwash within the proposed building expansion utilizing space from service bays and staging areas. .is also placed conveniently at the rear of property.

>

> Applicant's design has increased service bays to 48 from 25 and has designed several areas within the new expansion that can be utilized. At the Meet and Greet, Mr. Stewart was not adverse to considering this even suggesting that hiring more employees to hand wash the cars would be more cost effective not to mention the creation of more employment for our township.

>

3. I am asking the Town Council to ask the Applicant to redesign the opening to the Trash Compactor located towards rear of the new expanded section of current building and open to Lake Shore Drive.

Both the Car Wash and Trash Compactor are not compatible to a densely populated residential area These are industrial uses. These are things that the dealership may want but they need to be located within their building.

4. I am asking the Town Council to add a condition that the current 1017 property construct their exfiltration trenches during Phase I of construction. At present there are 7 storm drains that empty into Lake Shore Drive. I asked Todd about this at the Meet and Greet session. After 12 years of existence as a car lot, we cannot wait another 5 years for storm water management corrections. There is no certainty that in another 5 years a parking garage will be built.

Submitted by Janet Hash

I appreciated the Earl Stewart outreach to the community. There are some questions I have as a result of the discussions that I hope be can answered tonight:

A. ROW Abandonment:

1. There is no guarantee that applicant 5 years out will build a garage yet the township is considering selling a ROW, granting a special exception use for a car dealership, and changing the zoning on a third contiguous city block to PUD on supposition. Can the township condition these tied to completion of entire project?

2. Can the ROW be leased to applicant AND upon completion of the entire project, which includes 1017 property, sale would be completed and ownership transferred?

3. Can the township condition the special use exception requiring that the buildings on each property be held at the planned heights in perpetuity not allowing any amendments to PUD by present or future owners.

4. If the PUD is granted does this allow the car lot to remain a car lot if Earl Stewart decides 5 years down the road that it will not need a garage?

5. Conditioning that all traffic circulation plans as outlined in site plan remain in effect and that applicant guarantees that this circulation plan meets any and all safety considerations on and off site

B. Public Benefit: conditioning that the applicant provide for the Public Benefit if ROW abandonment is approved by

1. financially partnering with township to improve the drainage along Lake Shore Dr.
2. partnerning with local high schools to create an internship program for Juniors and Seniors that train them with real life vocational experiences or business experiences including the real possibility of jobs upon completion.

> Respectfully submitted
> Janet Hash Resident

CAT NGUYEN
1155-101 Lake Shore Drive
Lake Park, Fl 33403

March 31st, 2015

To Ms Nadia DiTommaso, Community Development Director
535 Park Ave
Lake Park, FL 33403
Re: Stewart Toyota Commercial PUD application - 1017 US Highway No1

Dear Ms DiTommaso,

I am writing this letter concerning the approval of the PUD application from Stewart Toyota that will not meet ALL the Goals, Objectives and Policies of The Town of Lake Park's Comprehensive plan which reflects The Town's vision for its future.

With the Town's Goal to ensure ***the historic small town character*** of Lake Park is maintained, while fostering development that is ***compatible with existing neighborhoods*** of residentials, small commercials and green spaces, I requested that you reconsider your recommendation for the PUD application to move forward.

Besides failing the Town's Comprehensive Plan Goals, Objectives and Policies, the application was also not met several key items of The Town's Code of Ordinances per the attached list.

With a history of delay from several resolutions 20-05-10, 40-11-11, 09-0612 through 41-10-13 and so on, I also wondered about the future of this development or just another promise.

Thank you for your consideration.

Sincerely yours,

Cat Nguyen

Attachment

Cc: Mayor James DuBois

Vice-Mayor Kimberly Glas-Castro

Commissioner Erin Flaherty

Commissioner Michael O'Rourke

Commissioner Kathleen Rapoza

Zoning Boards

Scanned by CamScanner

ARTICLE VI Sec. 78-124. - Application requirements and criteria for the evaluation of special exception uses.

(a)

(b) Criteria for the evaluation of special exception uses. A special exception use shall NOT be approved due to the applicant establishes that the following criteria are NOT met:

(1) The proposed special exception use is NOT consistent with the objective 5, and policy 5.1 of the town's comprehensive plan.

(2) The proposed special exception is NOT consistent with the land development and zoning regulations and all other portions of this Code and township comprehensive plan.

(3) The proposed special exception use is NOT compatible with :

a) the character and use (existing and future) of the surrounding properties in its function;

b) hours of operation;

c) type and amount of traffic to be generated;

d) building location, mass, height and setback;

e) and other relevant factors peculiar to the proposed special exception use and the surrounding residential and commercial properties.

f) Environmental impact :

- Air pollution
- Paint odor
- Petroleum
- Chemicals
- Vibration
- Noise
- Storm water managements
- Traffic flow
- Light

(4) The establishment of the proposed special exception use in the identified location create a major contrast of zoning uses , which may be deemed detrimental to the development or redevelopment of the area 1 per township's comprehensive plan in which the special exception use is proposed to be developed and will impact property values and indirect impact on township's tax revenue.

(5) The proposed special exception use have a detrimental impact on surrounding properties based on:

a.

b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

(6) That the proposed special exception use:

a. Does significantly reduce light and air to adjacent properties.

b. Does adversely affect property values in adjacent areas.

c. Would be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations and township's comprehensive plan.

d. Does negatively impact adjacent natural systems, strom water managements and public facilities, including parks and open spaces.

e. NOT Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Scanned by CamScanner

From: Janet Hash <jhash2@comcast.net>
Sent: Monday, March 30, 2015 3:25 PM
To: James Dubois; Kim Glas-Castro; Michael O'Rourke; Kathleen Rapoza; Erin Flaherty; Nadia DiTommaso; Janet/John Hash
Subject: Questions after Meet and Greet

Good afternoon
I appreciated the Earl Stewart outreach to the community. There are some questions I have as a result of the discussions that I hope you can answer:
1. There is no guarantee that applicant 5 years out will build a garage yet the township is considering selling a ROW, granting a special exception use for a car dealership, and changing the zoning on a third contiguous city block to PUD on supposition. Can the township condition these tied to completion of entire project?
2. Can the ROW be leased to applicant and upon completion of the entire project, which includes 1017 property, sale would be completed and ownership transferred?
3. Can the township condition the special use exception requiring that the buildings on each property be held at the planned heights in perpetuity not allowing any amendments to PUD by present or future owners 4. Amending the PUD of existing site:
A. Conditioning landscaping of rear of existing building including green trellises to cover the sterile facade facing Lake Shore Drive - Stu Stewart said that this was something they could certainly do that was of little cost to them. Adding this as a condition would cement that statement.
B. conditioning the new concept of a carwash to be placed inside the proposed new addition utilizing space within the proposed expanded area of existing building to eliminate the noise and industrial use within a residential area. This concept can be adapted by applicant. Applicant even suggested that they could hire more people to hand wash cars. An employment bonus in an age of man vs machine for our township.
C. Conditioning that all traffic circulation plans as outlined in site plan remain in effect and that applicant guarantees that this circulation plan meets any and all safety considerations on and off site D. Conditioning that the 1017 property correct its storm water and surface run-off during Phase 1 of construction plan.
The present 1017 site has at least 7 storm drains emptying into Lake Shore Dr. And into a clogged exfiltration trench parallel to Lake Shore Dr.
E. Public Benefit: conditioning that the applicant provide for the Public Benefit if ROW abandonment is approved by financially partnering with township to improve the drainage along Lake Shore Dr.
Respectfully submitted
Janet Hash Resident

Sent from my iPhone

From: Kim Glas-Castro
Sent: Wednesday, April 01, 2015 9:23 PM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart Parking Garage

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

> **From:** Lera <lera0102@hotmail.com>
> **Date:** April 1, 2015 at 7:19:59 AM EDT
> **To:** "jdubois@lakeparkflorida.gov" <jdubois@lakeparkflorida.gov>, "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>, "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>, "krapoza@lakeparkflorida.gov" <krapoza@lakeparkflorida.gov>
> **Subject: Earl Stewart Parking Garage**
>
> Dear Mayor, Vice Mayor and Commissioners
>
> I am sending this email to express that I am not in favor of the expansion of Earl Stewart Toyota.
>
> I have been a resident of Lake Park for the past 15 years and have seen the improvements made to this town. I do not believe the expansion will be an improvement. Please consider the all of the residents who are not in favor of this expansion and vote NO.
>
> Thank you.
> Lera Bradford.

From: KVA721@aol.com
Sent: Wednesday, April 01, 2015 11:59 AM
To: James Dubois; Kim Glas-Castro; mo'rouke@lakeparkflorida.gov; Kathleen Rapoza; Erin Flaherty; Nadia DiTommaso
Subject: Earl Stewart Expansion Project

Dear Lake Park Town Commission,
As you deliberate upon the merits of the Earl Stewart expansion project, please consider these concerns of mine:

1) Earl Stewart Toyota is a financial, legal, and political giant compared to the other businesses along Federal Highway in Lake Park.
The approximate 1000 car parking that they claim is needed to house their expanded future monthly inventory equates to a 12,000 car per year auto business, which at $20,000 per car amounts to a revenue stream of $240,000,000 per year. It is probably half of that currently. Without the proper restraints built into the project at this time, the future Earl Stewart Toyota will probably be powerful enough in all aspects to get whatever it wants from the Town of Lake Park. (I. E., More concessions, more land, less taxes, less interference and more favorable treatment from town ordinances, etc.)

2) Even the present sized Earl Stewart Toyota is aggressively pressing its case for expansion with all legal and political means, using arguments such as their prior existence in place before the current zoning codes, stretching the boundaries and meaning of the FLU mixed zoning R1/C1 to exclude the residential component, focusing on the C1 commercial aspect of the Federal Highway corridor at the expense of the residential component of Lake Shore Drive directly across from them, ignoring the Historic and Natural resources around them, ignoring the fact that they will be oversized for the C1 zoning that is supposed to be a buffer between the heavy commercial (C2 through C4 zones) and the Residential areas, etc., etc. How will it be to deal with a future expanded Earl Stewart Toyota? (Time will tell).

3) At the end of the day, what increased revenues will actually flow to the Town from allowing this expansion into troubled waters? Already the Earl Stewart application describes the 1017 Federal property as essentially vacant and worthless, since it has no permanent structure on it anymore after the old structures were demolished. (I have no idea what the Town's revenue is from this property being held by Commercial Investments, LLC actually is, but I think it is probably very low, especially compared to the revenue flow coming to Earl Stewart from its use. And, the Earl Stewart application states that there may not be a building on this property for 5 years! (Is this 5 MORE years of no revenue from 1017 Federal?) To further complicate this issue, the plans for the garage seem very fluid, with possibilities out there for going higher, lower, or not building it at all! My thoughts are to beware of verbal good intentions and non-binding promises with a powerful corporation!

4) A further item on revenues to the Town: Earl Stewart Toyota LLC (1215 Federal Hwy), and Commercial Investments LLC (1017 Federal Hwy) are 2 separate corporations (that work together). How does this affect the tax revenue to the Town? And, what happens to these corporate entities moving forward in the expansion? (and the tax revenues to the Town?) Do you know of the triple-lease concept that Walgreens uses to cut back on local taxes to their stores? It is like a New York street corner shell game, where the local township gets the empty shell, and lower than expected tax revenues.

Regards,
Kriszta Van Arsdale

From: Kim Glas-Castro
Sent: Monday, April 06, 2015 6:06 PM
To: Nadia DiTommaso
Subject: Fwd: "NO" to 4 story parking garage for Earl Stewart Toyota, in Lake Park FL

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: Chad Hill <hillyinspects@gmail.com>
Date: April 6, 2015 at 5:50:52 PM EDT
To: jdubois@lakeparkflorida.gov
Cc: kglas-castro@lakeparkflorida.gov, eflaherty@lakeparkfl.gov, mo'rourke@lakeparkfloroda.gov, krapoza@lakeparkflorida.gov
Subject: "NO" to 4 story parking garage for Earl Stewart Toyota, in Lake Park FL

To whom it may concern,

We vote "NO" to 4 story parking garage for Earl Stewart Toyota, in Lake Park FL, as residents of Marina Key apartments directly behind the dealership. We absolutely love this small close knit quiet community and area and would like to reserve that type of environment. Your kind consideration of the feedback on this matter from the residents and business owners in that area would be greatly appreciated as we are the ones that would be directly affected by this huge change. Thank you!

Respectfully
Chad & Arlen Hill
Marina Key residents in Lake Park FL 33403

--
Hilly Inspects, Inc.
Off: (561) 285-8677
Chad-Cell: (561) 247-2577
Arlen-Cell: (561) 262-6399
Hillyinspects@gmail.com

From: Kim Glas-Castro
Sent: Monday, April 20, 2015 5:15 AM
To: Nadia DiTommaso
Subject: Fwd: Toyota Project

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

> **From:** Joan Gerson <gdive5@aol.com>
> **Date:** April 19, 2015 at 12:10:27 AM EDT
> **To:** kglas-castro@lakeparkflorida.gov
> **Subject: Toyota Project**
>
> Dear Commissioner,
>
> As a resident of Lake Park, I fully support the Toyota project.
> I hope that you will vote to support Stewart Toyota's project.
>
> Thank You,
>
> George Gerson
> 801 Lake Shore Dr.
> Lake Park, Fl. 33403

From: Kim Glas-Castro
Sent: Monday, April 20, 2015 7:47 PM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: David Semadeni <amcalcorp@earthlink.net>
Date: April 20, 2015 at 10:24:04 AM EDT
To: <kglas-castro@lakeparkflorida.gov>, <eflaherty@lakeparkflorida.gov>, <krapoza@lakeparkflorida.gov>, <jdubois@lakeparkflorida.gov>
Cc: <earlstewarttoyota@eleadtrack.net>
Subject: FW: Earl Stewart

As a taxpayer in Lake Park and an owner of a Toyota from Earl Stewart, I am totally in favor of the development that they propose on Highway One, and would appreciate your support for this..

Thank you.

David Semadeni

David Semadeni, CHA, FHCIMA
President, Amcal Management Corp.
1392 North Killian Drive, Suite 201
Lake Park, FL 33403
Tel: (561) 882-9813 Fax: (561) 882-9819

From: Kim Glas-Castro
Sent: Friday, April 24, 2015 8:57 PM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: Herb Lozott <conchchowder@att.net>
Date: April 24, 2015 at 9:42:29 AM EDT
To: "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>
Subject: Earl Stewart
Reply-To: Herb Lozott <conchchowder@att.net>

Today at 9:39 AM
It would appear that Mr. Stewart has plans to expand his dealership. Apparently there is a movement within the Town to attempt to prevent Mr. Stewart from expanding.

In my mind, the easiest argument to consider is, against closing the road that splits his car lot. I would submit that the vast majority of the citizens of our town will be totally unencumbered by this action. Additionally, Mr. Stewart's dealership would then be paying taxes on the additional property, thus, turning a liability to the Town, into an asset.

As to the increased size of the building: This question is more thought provoking. I would again say, the vast majority of the Town's citizens will be totally unencumbered. While I sympathize somewhat, with the residence on Lake Shore Drive, I have to believe that it would not be as near of a catastrophe as they think it will be.

It will not block the sea breeze to their residences, as obviously, the sea breeze is from the opposite direction. It will block road noise, however minimal it might be currently, which I would consider a positive result. It would have to be no less than equally esthetic to staring upon a lot full of Automobiles, which I would judge as a neutral result.

As a possible mitigation to whatever view four stories might create, I might suggest that Mr. Stewart be requested to paint a tropical mural on the eastern side of his building. A stipulation might also be included that he abandon for ever more, the intention to place

an oversized flag on his Dealership. (A request that I personally considered to be more for advertising purposes than a serious request.)

All in all, as sixty plus year resident of Lake Park, I would suggest that the Town Council grant Mr. Stewart his petition to close the road and to take over owner ship of the land splitting his two lots, and to be allowed to build his building.

With best regards,
Herb Lozott
522 Evergreen Drive

To: Mayor James DuBois and Town Council Members

From: Abutters and residents to the Earl Stewart Toyota Expansion

Subject: Earl Stewart Toyota Expansion Project

Date: April 27, 2015

To All Concerned:

The Town of Lake Park is not a parking lot! The Town of Lake Park is a residential community of approximately 9,000 people with a modest commercial activity on U.S. Route 1, primarily to accommodate the residents of the town.

The Toyota – Stewart expansion plan calls for a change in his current operation, the acquisition of Jasmine Drive, the diversion of traffic to East Ilex Drive, and the allowance of parking for 1,000 cars, plus a car wash facility.

This plan:

1. Is nonconforming to the Town's rules and codes
2. Changes the residential character of the Town
3. Establishes a precedent
4. Places a burden on the Town's sewers and drainage systems
5. Generates toxic fumes that are hazardous to health
6. Shifts the commercial service of Toyota to the residential side of Lake Shore Drive
7. Converts U.S. Route 1 Highway to a huge parking lot accommodating 1,000 spaces for car storage

8. Obstructs the view of nearby homes who will be forced to look at a 32 foot concrete wall

9. Has a negative impact on property values of nearby residences

10. Is unrealistic and excessive and should not be allowed

Thank you for your time and consideration in this matter.

Very Truly Yours,

Concerned Residents and Owners

From: Kim Glas-Castro
Sent: Tuesday, May 05, 2015 5:13 AM
To: Nadia DiTommaso
Subject: Fwd: East Jasmine ROW Abandonment

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

> **From:** Janet Hash <jhash2@comcast.net>
> **Date:** May 4, 2015 at 11:04:18 AM EDT
> **To:** "jdubois@lakeparkflorida.gov" <jdubois@lakeparkflorida.gov>, "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>, "krapoza@lakeparkflorida.gov" <krapoza@lakeparkflorida.gov>, "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>
> **Subject: East Jasmine ROW Abandonment**
>
> Dear Mayor, Vice Mayor, Commissioners,
> All justifications for applicant Earl Stewart need to meet all Lake Park Town codes regarding the ROW abandonment of East Jasmine Drive showing clear and substantiating evidence that this abandonment is in the Public's best interest.
> Complete documentation of such evidence needs to meet with Lake Park Town codes.
> Up to this point in time, this has not been done. As you are our representatives, I am asking that this matter take priority and that the previous submission of applicants justification for ROW abandonment be resubmitted clearly stating all justifications with evidence that meet current Lake Park Town codes.
> I would like my comments to be part of record at the next meeting scheduled on May 20 2015 or if this meeting is rescheduled at this meeting.
> Respectfully submitted,
> Janet Hash resident
>
> Sent from my iPhone

May 2, 2015

Community
MAY 06 2015
Development

To: Lake Park Township

Attn: Ms Nadia Di Tommaso, Community Development Director

Re: Request for information - Application to abandon E. Jasmine street by Stewart Toyota.

Dear Ms. Tommaso,

I am writing this letter concerning the Planning and Zoning division and Zoning board decision to approve and recommend to Town Commission the E. Jasmine Street abandonment application that may clearly violate several criteria for abandoning public rights-of-way per Ordinance section 72.4

According to Constitution of the State of Florida section 24, I hereby request a copy of ALL back up documentation, clear and convince evidences from Stewart Toyota's application and ALL reports, studies, documentation from Lake Park township used to review and determine that:

1. The E. Jasmine Street proposed abandonment is consistent with the town's comprehensive plan and all of the standards of Township Ordinance per requirement of Ordinance section 72.4-a
2. E. Jasmine Street right-of-way is no longer required for a public use and convenience per Ordinance section 72.4-b
3. The E. Jasmine Street proposed abandonment of a public right-of-way shall demonstrate that such action furthers deprives any individual of a convenience means of ingress and egress to that individual's property per Ordinance section 72.4-b.1
4. The E. Jasmine Street proposed abandonment will not reduce adjacent property values per Ordinance section 72.4-b.3 requirement
5. The E. Jasmine Street proposed abandonment eliminates the potential use of dedicated property for a public purpose, especially, the storm water management on surrounding streets per Ordinance section 72.4-b.4

6. Per Lake Park city council hearing (4/01/15) on this matter, not all townspeople that are impacted by this re-zoning such as renters and adjacent route 1 residential were notify therefore due process has not been served

I hope the Town Commission recognized these basis issues of the application and request the same on the next hearing. Thank you for your consideration.

Very Truly Yours,

Can Nguyen and Tuyen Le
Concerns Resident and Owners
1155 Lake Shore Drive, Unit 201
Lake Park, FL 33403

cc: Mayor James DuBois.

Vice-Mayor Kimberly Glas-Castro.

Commissioner Erin Flaherty.

Commissioner Michael O'Rourke.

Commissioner Kathleen Rapoza .

From: Kim Glas-Castro
Sent: Friday, May 08, 2015 5:15 AM
To: Nadia DiTommaso
Subject: Fwd: E. Jasmine Street Abandonment Application and Re-zoning of E. Stewart Toyota

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: Can Nguyen <canxnguyen@yahoo.com>
Date: May 7, 2015 at 11:31:00 PM EDT
To: "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>
Subject: E. Jasmine Street Abandonment Application and Re-zoning of E. Stewart Toyota
Reply-To: Can Nguyen <canxnguyen@yahoo.com>

To: Lake Park Township
Attn: Vice-Major Kimberly Glas-Castro
Ref: E. Jasmine Street Abandonment Application and Re-zoning of E. Stewart Toyota.

Dear Ms. Glas-Castro,

The Town of Lake Park is not a parking lot! The Town of Lake Park is a residential community of approximately 9,000 people with a modest commercial activity on U.S. Route 1, primarily to accommodate the residents of the town. Below are the long term effects to the Lake Park community and its residents if Earl Stewart Corporation project gets approve by you:

1) This will be an eye sore mega-structure parking garage/warehouse/carwash (5 story high, 1000 ft long and spanning in 3 blocks) with huge and dangerous increase of day and night truck and car traffic on both U.S. Route 1 and Lake Shore Drive

2) Significant drop in property value and will never be able to recover

3) Significant increase of noise, air/water pollution, bright night time lighting. Industrial atmosphere and activity introduced into residential coastal area of Lake Shore Drive

4) Day and night garbage compaction & handling and Car Wash operation on Lake Shore Drive

5) Five years of construction chaos & traffic, noise, street blockages, etc. right next to all Lake Shore Drive residential

Do you want all of the above bestow on you and your family?

I guess not, please, please do not approve the Earl Stewart re-zoning and abandonment of E. Jasmine Drive. We, the community and hard working resident of Lake Park do not wish to turn our town into a giant parking lot. Thank you for your consideration.

Best Regards,

Can Nguyen
Concerns Resident and Tax Payer

From: Kim Glas-Castro
Sent: Sunday, May 10, 2015 11:53 AM
To: Nadia DiTommaso
Subject: Fwd: Stewart Dealership rezoning and Street abandonment resolutions

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: cat nguyen <catphila@yahoo.com>
Date: May 9, 2015 at 11:00:11 AM EDT
To: "jdubois@lakeparkflorida.gov" <jdubois@lakeparkflorida.gov>
Cc: "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>, "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>, Kathleen Rapoza <krapoza@lakeparkflorida.gov>
Subject: Stewart Dealership rezoning and Street abandonment resolutions
Reply-To: cat nguyen <catphila@yahoo.com>

Good morning Mayor Dubois,

First, we would like to thank you who gave us an opportunity to voice our concerns about maintaining the historic small town character that the Town of Lake Park always stands for. This goal is clearly expressed in the Town Goal statement of the Comprehensive Plan:

"Ensure that the Historic Small Town Character of Lake Park is maintained, while fostering development that is compatible with and improves existing neighborhoods."

We are taxpayer at Bayreach, a small community right behind the dealership, who will have a potential suffering to this parking fortress that is clearly NOT compatible nor improve the residential neighborhoods and totally do not fit in a historic section of the Town of Lake Park.

We are not professional planner, therefore we counted on the Town's staffs and zoning board to enforce the ordinance, to comply with Township's Comprehensive Plan and to protect public interests, but this is obvious a big failure.
It is acceptable to Mr. Stewart to put thousands of parking spaces in a three-block-long parking garage right here in this small residential neighborhoods of Lake Park but it is not acceptable for parking couple cars in front of his mansion in Jupiter. And this is also normal and acceptable with Lake Park Community Development Staffs, their Director and some zoning board members.

Second, We trusted you and other commissioners made the right decision to enforce the Town's Comprehensive Plan by rejecting the rezoning from C-1 to PUD and E. Jasmine street abandonment resolutions.

Thank you so much.

Cat Nguyen
A taxpayer of Lake Park, FL

cc: Town of Lake Park's Commissioners

From: Kim Glas-Castro
Sent: Monday, May 11, 2015 5:20 AM
To: Nadia DiTommaso
Subject: Fwd: Earl Stewart Expansion
Attachments: Earl Stewart Letter.pdf; ATT00001.htm

For file

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

> **From:** Samir <ssbaghdady@aol.com>
> **Date:** May 11, 2015 at 12:06:45 AM EDT
> **To:** James Dubois <jdubois@lakeparkflorida.gov>, Erin Flaherty <eflaherty@lakeparkflorida.gov>, kglas-castro@lakeparkflorida.gov, Michael O'Rourke <mo'rourke@lakeparkflorida.gov>, krapoza@lakeparkflorida.gov
> **Cc:** Nadia DiTommaso <nditommaso@lakeparkflorida.gov>
> **Subject: Earl Stewart Expansion**
>
> Please see attached. If this letter can be included in the packet.
>
> Thank you so much for your time and consideration.
>
> Sam

Earl Stewart Expansion Is Coming at Our Expense!!!!!!!!!!

Currently we have over 150 signatures on our petition. This petition represents the people of Lake Park's opinion.

The original intent of Lake Shore Drive was always residential and now to replace it with a 4 story parking garage building is completely going against what this neighborhood and area was suppose to look like and be. Please remember, we are dealing with neighbors who have been in Lake Park for over 40 years.

The new structure is going to be 36-37 feet tall with roof parking and 45-46 foot tall elevator shaft towers at the ends. The Cedar Crest Townhouse complex across the street only stands 24-25 feet in height. Also, the new dealership is very commercial and industrial looking in the middle of a residential neighborhood. Roof top parking makes the structure look very commercial.

This development will completely overshadow our properties, bringing down our values and make our area less desirable to live in.

The other negative effects include restricting our light and breeze. Noise and bright spotlights at all hours of the day and night. The constant loading and unloading of cars and all the noises associated with it. A car wash constantly running right near the residential properties. Also, heavy traffic and congestion to a residential area.

That being said, I am asking the Mayor and Commissioners to please limit the height of the structure by keeping the zoning at C-1 and do not sell Jasmine Drive to Earl Stewart. By keeping Jasmine Drive, it will protect us from the loading and unloading of cars on E. Ilex and Lake Shore Drive. Selling Jasmine Drive will not be for the good of the Citizens of Lake Park!!!!

Also, the setbacks are greater and the heights are less on the older portions of the dealership, where there is less residential. Why are we maximizing the heights and setbacks on the portion of the dealership closest to the residential properties.

The Mayor and the Commission need to put themselves in our position. There has to be a compromise so that we can all be happy. All we are doing is accommodating Earl Stewart and Toyota, what about the people. Please remember, it is the people that make a community, not the businesses. This project is coming at the expense of the citizens. All of the people who support the Earl Stewart expansion are outsiders to the community, we are the stakeholders of this project.

Please do not ruin our paradise!!

Thank you for your attention to this matter.

From: Janet/John Hash <janetjohnhash@icloud.com>
Sent: Monday, May 11, 2015 1:23 PM
To: Nadia DiTommaso
Subject: Fwd: Interview with Earl Stewart, Owner of Earl Stewart Toyota | Dealer Communications

Sent from my iPad

Begin forwarded message:

From: Janet/John Hash <janetjohnhash@icloud.com>
Date: May 11, 2015 at 1:18:01 PM EDT
To: "jdubois@lakeparkflorida.gov" <jdubois@lakeparkflorida.gov>, "kglas-castro@lakeparkflorida.gov" <kglas-castro@lakeparkflorida.gov>, "eflaherty@lakeparkflorida.gov" <eflaherty@lakeparkflorida.gov>, "krapoza@lakeparkflorida.gov" <krapoza@lakeparkflorida.gov>, "mo'rourke@lakeparkflorida.gov" <mo'rourke@lakeparkflorida.gov>, nditomasso@lakeparkflorida.gov
Cc: "jhash2@comcast.net" <jhash2@comcast.net>
Subject: Interview with Earl Stewart, Owner of Earl Stewart Toyota | Dealer Communications

Dear Mayor Dubois, Vice Mayor Glas-Castro, and Commissioners,

The following is an excerpt from the interview by Dealer Magazine with Earl Stewart June 2013 Vol.23 No.6. It demonstrates how successful the dealership is and its goal for "continuous improvement". The full online address is below excerpt
But improvement at whose expense? Business comes first and beware the people who try to rein in this ambitious goal of "Kaizen".

Excerpt:
I'm going to guess that your dealership performed well in the survey. (Interviewer)
So when they did this national survey, JD Power and Toyota told us they wanted to talk with us because we had such outstanding results. Of all the dealers, our closing ratio was higher than just about every other dealer. And our sales satisfaction was second only to Longo Toyota.They wanted to know our system. I felt kind of silly when all I could tell them, "My system is, I'm really, really nice to my customers." Really, it sounds, it sounds simplistic and stupid, but it's the execution that works.
How do you execute it? (Interviewer)
Well, we truly, truly live it. It's a religion with us. We're the largest volume car dealer in the market. We outsell all the other dealers, including all the other brands.And we're in the smallest part of the market.
We're in a little town call Lake Park. We say we're in North Palm Beach because nobody's heard of Lake Park. We're right next to North Palm Beach. But the town of Lake Park has only got 9,000 people. So we pump out many cars north, south and west — we can't pump them out east because we're on the coast.

But we dominate Palm Beach County, and for that matter, the counties north of me, Martin County and Saint Lucie.

http://dealer-communications.com/profiles-of-success/interview-with-earl-stewart-owner-of-earl--toyota/

This was 2 years ago! The current goal is to warehouse and distribute an inventory of cars that is twice the present amount. This goal is not a public benefit for residents of Historic Lake Park whose beauty and value on the Intracoastal Waterway will be marred by this industrial expansion.

Is this the future planning that our representatives are willing to agree to?

Please include in the public record for the May 20th Lake Park Town meeting.

Respectfully submitted

Janet Hash, Resident

Sent from my iPad

* Feb. 2, 2015 P&Z Board Minutes * (excerpt)

points onto public rights-of-way and stated the Ilex Drive right-of-way will not be utilized for storage or loading/unloading of vehicles. Mr. Barry stated that his client has agreed to replace the 15' non-conforming sign on Federal Highway with a 10' conforming sign by no later than the deadline in July of 2016. The expansion of the facility will increase the number of employees by 30-40 people.

PUBLIC COMMENTS

Harry Moisel: Mr. Moisel stated that he represents Cedar Crest Apartments (south of Stewart Toyota). Mr. Moisel commented that he respects the Staff recommendations but expressed strong concerns with certain items - particularly the 5-story massive building which will take away from the whole area; that upon the acquisition of Jasmine Drive, East Ilex Drive will become like a highway with excess traffic and they would appreciate no access to Earl Stewart Toyota from East Ilex Drive; and car carriers unloading vehicles during the early morning and late night hours. Mr. Moisel stated that Cedar Crest Apartments has been there for 35 years and they are very proud of their well-manicured property.

Janet Hash: Ms. Hash addressed the Board and stated that she is happy to have the opportunity to express her opinion on the Earl Stewart presentation. Ms. Hash commented that she is a resident of the Town of Lake Park for 3 years and her concerns are the 5-story garage across the road from the condominiums. She stated that the present structure is a nice structure, not too high, but the parking garage would be too high and the Board should consider lowering the height and moving the garage closer to Federal Highway. She questioned where the car wash would be situated and expressed concern regarding noise from the car wash.

Cat Nguyen: Mr. Nguyen stated that he lives in Bay Reach Condominium and expressed concern of the height of the parking garage. He also expressed concern regarding consistency of the building with the surrounding structures, obstruction of view and security.

John Hash: Mr. Hash expressed concern regarding the size and height of the parking garage and asked if there are currently any restrictions on the height of the building in that area (C-1 Zoning District).

Jay Kroul: Ms. Kroul stated she is the Property Manager for Marina Key, and their concerns are that a 5-story parking garage structure would be so large that it would tower over the 3-story Marina Key. Ms. Kroul stated that they have received many complaints regarding noise, safety and obstruction of the view.

BOARD DISCUSSION

Board Member Schneider asked if the facility would be open during construction, to which Mr. Brown responded the facility would be open. Board Member Schneider questioned if the right-of-way abandonment was a purchase from the Town or was the land given to the Applicant and what the procedure is for moving forward to the Town Commission. Ms. DiTommaso responded that it has not moved forward to the Town Commission, but it will move forward pending the

outcome of this P&Z Meeting. If it were to move forward concurrently, it would be as a separate application and the Code requires that public benefit and fair market value be reviewed and considered as part of the application. Board Member Schneider asked what the public benefit would be and Ms. DiTommaso responded the public benefit for abandoning the right-of-way would be to allow for the economic redevelopment of the parcel and increase in property value (*applicant will have to prove public benefit as part of the application process*). Board Member Schneider stated a concern regarding connectivity being given up and suggested that a public cross-access easement connecting Lake Shore Drive and Federal Highway be considered. Board Member Schneider suggested moving the building forward 10' - 20' toward the customer/employee parking and bringing the height down. Board Member Schneider asked if any new waivers are being requested and Ms. DiTommaso responded there are no new waivers, although the previously approved PUD Waivers would apply if the expansion of the PUD is approved. Board Member Schneider pointed out there appears to be more than one wall sign on the same elevation, resulting in too many signs when looking from one direction, and that consideration should be given to reducing signage. Board Member Schneider verified that all vehicle maintenance repair work will be conducted only inside the enclosed facility and asked that it be a condition of approval.

Board Member Francois stated her concern regarding the building height has already been addressed, and that by moving the building forward and closer to the parking lot would help with the concerns of the neighboring residents. Board Member Schneider commented that moving the building would not help the residents to the south.

Chair Thomas thanked Earl Stewart for coming forth with this project, which has been a long and arduous journey, probably 10 years in the making. Chair Thomas acknowledged the comments made by the residents on the east side of the proposed development, and commented that residents to the west of the proposed development would also be affected, and stated that she is one of the residents living on the west of the development. Chair Thomas stated she has had numerous concerns over the years with Earl Stewart Toyota, including the noise of the P.A. System on the site. She stated that she has major concerns with Earl Stewart regarding this project, including the loading/unloading of vehicles. Chair Thomas stated that the loading & unloading of vehicles on Jasmine Drive has currently torn up the landscaping and asked Mr. Barry to explain what is being proposed for the loading/unloading into the 5-story garage. There was discussion regarding the truck routing plan and possible areas for loading/unloading and whether there will be internal unloading. Mr. Shiner stated that no transport trucks will be allowed on Lake Shore Drive and the access point from Lake Shore Drive will be closed. The Town Attorney stated that there is a Special Exception and therefore delivery times and site access can be made conditions if deemed as in the best interest of the Town. The Town Attorney stated that the southernmost entrance lines up with the current right-of-way, and if it were open the trucks could go directly into the facility to unload the vehicles, and close the access point on Lake Shore Drive.

Chair Thomas expressed another concern is the height of the parking garage, regardless of whether it is moved to the east or to the west, it would still be 50' in height, and she fears that the Town would be setting a precedent if it were to be allowed. She strongly feels that the development needs to consider changing the height of the parking garage. Chair Thomas stated

she does want to see development, but not if it is to the detriment of the lifestyle and quality of life of the residents of the Town. She commented that the impact to the residents in order for Earl Stewart Toyota to double their inventory is huge. Chair Thomas stated that as the development moves forward it should be considered to notify the residents living to the west. Chair Thomas expressed other concerns including abandoning the right-of-way and the public benefit; preserving historic resources in the Town and the potential of increased traffic. Chair Thomas stated she does not support the proposed Earl Stewart project in its current form and does not support it moving forward in the current manner. Chair Thomas wanted to go on record that she was contacted by a property owner prior the Meeting who asked her to share her concerns about the project. Chair Thomas suggested a 25' setback from East Ilex Drive, possibly with a passive park, decrease the 5-story building height and increase the landscaping so you don't feel the mass.

Board Member Schneider questioned the height of the existing building and the height allowance in the C-1 Zoning District without the PUD. The Community Development Director stated that the maximum height allowance in the C-1 Zoning District is 2 stories or 30', and within the PUD it is 4 stories or 50'. Mr. Barry stated that the height of the existing garage building is 33'. Mr. Danny Brown with Glidden Spina Architects addressed the Board and stated that the highest portion of the existing building is the roof of the elevator which is approximately 43' - 44' from the U.S. One side, but which is about 5' lower than the Lake Shore Drive side of the property. The perception from the Lake Shore Drive side is about 50' and the perception from the U.S. Highway One side is approximately 43'. Mr. Barry stated the proposed garage building height will not be drastically different from the garage that is currently there. Mr. Barry informed the Board that Earl Stewart Toyota attempted to host a community meeting and several Public Notices were posted, but unfortunately no one attended the meeting. He also mentioned that several signs were posted throughout the community regarding the PUD and the abandonment of the right-of-way meeting. Mr. Barry stated his client is open and amenable to mitigating the concerns of the Board, including the garage height. He stated the reason for the 5-story garage is because the Toyota Corporation requires a minimum number of inventory spaces based on the size of the property, which is currently not being met.

Mr. Barry asked the Board how to proceed and there was discussion regarding how to move forward considering all of the concerns mentioned during the meeting. Chair Thomas recommended that they hold a public meeting with the residents living west of Federal Highway before the end of February and before it proceeds to the Town Commission. The Town Attorney stated that the right-of-way abandonment needs to move forward at the same time as the Site Plan and PUD, so therefore the Board can either make a recommendation to the Town Commission at this time, or consider continuing the meeting. Board Member Schneider stated that he cannot see making a motion for approval with the numerous conditions discussed throughout the meeting, as there are too many unknowns. There was discussion regarding whether to make a motion for denial or to continue the meeting. Mr. Barry stated that his client would be willing to reduce the height of the proposed garage to the height of the current garage if it would allow for the project to move forward today. Mr. Barry emphasized the project needs to continue moving forward in order to meet phasing deadlines. Mr. Barry asked Staff about deadlines for submittal for the upcoming March Planning & Zoning Board Meeting and asked if they could postpone the matter until next month.

PLANNING & ZONING BOARD RECOMMENDATION

Board Member Schneider made a motion to continue the matter to the March 2, 2015, Planning & Zoning Board Meeting. The motion was seconded by Board Member Francois, and the vote was as follows:

	Aye	Nay
Judith Thomas	X	
Erich Von Unruh		
Michele Dubois		
Ludie Francois	X	
Martin Schneider	X	

The Motion carried 3-0, and the matter was continued to the March 2, 2015, Planning & Zoning Board Meeting.

COMMUNITY DEVELOPMENT DIRECTOR COMMENTS

Ms. DiTommaso announced that the Town Planner position is now vacant and the hiring process is moving forward.

ADJOURNMENT

There being no further business before the Board, the Meeting was adjourned by Chair Thomas at 9:16 p.m.

Respectfully Submitted,

Kimberly B. Rowley
Planning & Zoning Board Recording Secretary

PLANNING & ZONING BOARD APPROVAL:

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

DATE: 3/2/2015

* March 2, 2015 P+Z Minutes (excerpt) *

requirements will be exceeded. Ms. Booth further stated this will be a substantial improvement to the commercial site, allowing for increased property value and thereby stabilizing the economic base of the Town; jobs will be created, and the Town will be paid for the abandoned right-of-way. Ms. Booth stated that additionally the project will be going for Toyota Certification, which will be one of two in the State with this Toyota distinction.

Ms. Booth stated there are several representatives of the project in attendance, including engineers and architects, to answer any questions of the Board. Chair Thomas noted that there are several Public Comment Cards and they will be heard at this time.

PUBLIC COMMENTS

Philip Bathor - Lake Shore Drive Resident
Concerns: the height will reduce the view; noise emanating from the development, and property values will be diminished.

Brittany Pulitzer - Lake Shore Drive Resident
Concerns: view; height and noise.

Bethany Clark – Lake Shore Drive Resident
Concerns: wind effect during hurricane; water contamination; damage to surrounding properties; negative impact to marine life; is there a Hurricane Plan for Earl Stewart Toyota to prevent collateral damage to surrounding properties; poor drainage/storm surge during a hurricane.

John Hash – Lake Shore Drive Resident
Concerns: size, concentration and political influence. The location is not best suited for this neighborhood; Lake Worth Canal and stormwater run-off; noisy carwash; wastewater going into the canal; historic resources are affected; neighborhood property values; potential for a lasting conflict between the expanded corporate entity and its residential neighbors. Mr. Hash requested use of the approval process to negotiate conditions to mitigate foreseen problems and to achieve compromise.

Krista Van Arsdale – Lake Shore Drive Resident
Concerns: the scope of Earl Stewart expansion into the residential area will be a huge liability issue sheltered by residents and the Town of Lake Park; stormwater runoff; traffic injuries; fire; maintenance issues and health problems; who will pay to mitigate and remedy; Lake Shore Drive flooding; request a bond from the applicant; request a review of the liability and a risk vs. benefit analysis and negotiate accordingly.

Janet Hash – Lake Shore Drive Resident
Concerns: height; setbacks; chemicals utilized in carwash and runoff; more consistent design; noise from carwash.

Sam Baghdady – Lake Shore Drive Property Owner – ***Has petition signed by residents of Cedar Crest and neighbors***
Concerns: disagreed with the stated height of Cedar Crest; the massive development will dwarf neighboring condos; high density commercial is a sudden change from the residential neighborhood; blocking of sunlight; noise and light at all hours of the day and night; possible hazard to children on East Ilex Drive; the project will overshadow the properties; decrease in the property values of surrounding residential properties; shaping a community to accommodate Earl Stewart Toyota; suggested no exit areas on East Ilex or Lake Shore Drive; suggested a 50' landscape buffer to shelter the residential properties; suggested palm trees on top of structure; consider downsizing the dealership. Mr. Baghdady provided photos of other dealerships and a Petition signed by 60 people.

Lori Scheer – Lake Shore Drive Resident
Concerns: property values will go down; increased traffic; pedestrian concerns; pedestrian/traffic study needed; security issues & lighting in unoccupied commercial area; increased crime.

Beth Valle – Lake Shore Drive Resident
Concerns: environment concern and impact; a nice project but in the wrong location.

Benjamin Valle – Lake Shore Drive Resident
Concerns: remove all access points from Lake Shore Drive and East Ilex Drive – use Federal Highway only; no vehicles to use Lake Shore Drive for any use including parking, loading/unloading, etc.; noise impact.

Chair Thomas thanked the public for their comments.

Anne Booth responded to the comments/concerns presented. Ms. Booth mentioned the proposed building is located on property which is already zoned commercial, which allows for a height of 50'. The Applicant has already voluntarily reduced the building height, in consideration of the concerns of the citizens, and they are well below what they are technically entitled. In terms of the environmental concerns of the carwash, it will be located on the east side of the building and is enclosed by walls on two (2) sides. As part of the LEED Certification, there will be a recirculating system which recirculates 90% of the water and the additional 0% will be filtered and go into the sewage system, not into the drainage system. Ms. Booth stated regarding the noise concerns for the carwash, the proposed carwash is environmentally friendly and meets all standards for carwashes and is within the decibel levels in place in the Town Code. Board Member Schneider questioned if the carwash will have a roof. Ms. Booth stated that there will be a roof on the carwash and it will enclosed by concrete walls on two (2) sides.

Ms. Booth addressed the concerns regarding hurricane standards. She stated the building is designed to meet a wind load capacity of 170+ mph, and that all elements of the building will meet all hurricane standards and Code requirements and will be sprinkled. Some elements of the building will actually be improved from the existing conditions and will probably be in a safer condition than some of the surrounding residential units. Board Member Von Unruh stated he believes the citizen concern is regarding how the proposed building might affect the surrounding buildings in the event of a hurricane, and does Earl Stewart have a hurricane plan. Ms. Booth

stated the building has been designed to withstand 170+ mph winds. The architect briefly discussed wind load effect and explained that they typically don't do wind load effect unless it is a high rise building; the height of the building is the key. Mr. Brown also stated that there would most likely be no wind impact because of the distance between the neighboring buildings. Mr. Brown stated that the building would not create any additional water runoff, and as a matter of fact the water would be retained on site and filtered through exfiltration trenches. The building meets all the standards set forth by the South Florida Management System and LEED Certification requirements. Mr. Brown further stated that everything on the proposed building, as well as the existing building, meets all of the wind load requirements of the Code. All of the windows in the existing building and the proposed building are impact glass; the building is precast concrete, and the aluminum panels will meet wind load requirements. Mr. Brown stated that standards have been actually increased in the past 4 years, so buildings built prior to that time have a lesser requirements. Mr. Brown also stated that all vehicles would be removed from the outside in the event of a hurricane.

Ms. Booth addressed concerns regarding rezoning on the site, and explained that the rezoning is for the road right-of-way only, the existing uses are not changing, as the commercial zoning is already in place for the property. Ms. Booth stated that the property was in disrepair prior to Earl Stewart developing the site. The development has been an overall improvement of the site and has enhanced the standards along Federal Highway.

Chair Thomas asked for clarification of the zoning of 1017 Federal Highway site. Ms. DiTommaso verified that the site is located entirely within the C-1 District and clarified the maximum height allowance.

BOARD DISCUSSION

Chair Thomas asked for comments from the Board.

Board Member Von Unruh's comments/concerns were as follows:

- Clarification of the timeframe of when the car wash would be in operation. Ms. Booth stated the hours of operation will be 7:00 a.m. – 9:00 p.m. Monday through Friday; and Saturday and Sunday from 7:00 a.m. – 6:00 p.m.

- Could there be potential runoff into the Intracoastal Waterway. Ms. Booth responded there will not be any runoff going into the Intracoastal Waterway.

- What was the maximum height of the Journey's Inn and Park Center Hardware before they were demolished? Staff did not know and was unable to verify.

- Asked about fines/tickets issued by the Town in the past for trucks coming in & out of the property. Mr. Earl Stewart III (Stu) Stewart stated that they had received tickets in the past for parking on the swale when the old Journey's Inn existed, but that no tickets have been issued in the last 8-9 years.

- Timeline for completion. Ms. Booth stated there are specific guidelines which were approved by the Town Commission and the completion date for Phase I & II is January 31, 2016, and Phase III will be constructed in 2019 or 2020.

- Asked property owner to address litigation concerns by the public. Mr. Stewart stated that the dealership currently has a very high dollar amount umbrella protection policy and has complete coverage should anything occur.

- Is the carwash for Earl Stewart customers only and not open to the public? Ms. Booth confirmed that the carwash will be utilized by Earl Stewart customers only.

- Clarification that trucks will not be allowed on Lake Shore Drive. Ms. Booth verified that trucks will not be allowed on Lake Shore Drive and that the access point on Lake Shore Drive will be closed off. Board Member Von Unruh asked if there is a stipulation on the revised plans stating that no trucks will park or drive or unload on Lake Shore Drive. Ms. Booth verified that it is stated in the revised plans and is also a Condition of Approval.

- Clarification of the Public Notice Requirement met by Town Staff. Ms. DiTommaso verified that all residents within a 300' radius of the project were notified by the Town via Certified Mail. Mr. Stewart mentioned that on two (2) separate occasions the dealership mailed invitations with pictures to an informational meeting to all residents within a 300' radius, but unfortunately no one attended either meeting.

- Asked if there was a noise study for the car wash. Ms. Booth responded that the noise decibels/ranges will be determined when the carwash equipment is selected, which will be done between now and the Town Commission Meeting. Mr. Stewart stated the car wash will be brand new and is designed to be extremely quiet. Mr. Stewart also stated that the vehicle clean-up area is going to be relocated away from Lake Shore Drive and into the interior area, and that the body shop will be completely enclosed by concrete walls. Mr. Stewart added that the dealership will remove all of the outside loud speakers of the P.A. System. Board Member Schneider asked the property owner to confirm that all service activity will take place inside. Mr. Stewart responded that all vehicle service activity will take place inside.

- What was the basis for determination of payment for the right-of-way abandonment? Ms. DiTommaso stated that Town Code requires the Community Development Department to get an appraisal of the property at the cost of the Applicant. The appraisal for the right-of-way abandonment was done last year by the Town and was recently up-dated.

Board Member Dubois' question was as follows:

- Clarification of the building height and if the building would be three (3) or four (4) stories. Ms. DiTommaso stated that the building heights will vary; the parking garage will be four (4) internal levels, and the expansion of Phase I and Phase II will go up to three (3) stories.

Board Member Schneider's comments/concerns were as follows:

- Requested an explanation of the building height reduction of the parking garage from the architect. Mr. Brown provided an explanation of the height reduction of the parking garage from the original submittal and summarized that the net result is 10' lower than the original height. Board Member Thomas questioned the elevator shaft height upon the height reduction. Mr. Brown provided a detailed visual explanation of the various heights throughout the entire property and confirmed the elevator shaft height on the garage will be 45'.

- Clarification of delivery times, the process for delivering vehicles, and why the delivery time needs to go until 10:00 p.m.? Mr. Stewart stated that Southern Transport Service delivers the vehicles and the dealership simply uses the 10:00 p.m. time as a window since someone needs to be at the dealership to receive the keys upon delivery.

- Where are the vehicles taken for test drives? Mr. Stewart responded that test drives are left up to the discretion of the customer.

- Were resident meetings set-up after the February 2, 2015, Planning & Zoning Board Meeting? Ms. Booth responded that there was not have enough time between the last P&Z Meeting and resubmittal for this P&Z Meeting.

- In response to concerns from the public, asked Ms. DiTommaso if she is aware of any flooding issues on Lake Shore Drive. Ms. DiTommaso responded that she is aware of flooding issues on Lake Shore Drive and that possibly the Town Manager and Public Works Director could work with Earl Stewart to mitigate flooding issues in the immediate area. Ms. DiTommaso stated that the flooding issue is throughout the entire Lake Shore Drive area and for years the Town has been attempting to receive funding from a Grant to remedy the issue.

- Clarification of signage restricting truck delivery/no access at the Lake Shore Drive entrance. Mr. Stewart agreed that signage would be a good idea on the back of the building. Board Member Schneider recommended that it be added as a Condition.

Chair Thomas' comments/concerns were as follows:

- How will an 18-wheeler heading north on Federal Highway maneuver within the property with display vehicles. Ms. Booth stated that the current condition is part of the problem which is part of the reason the expansion is needed. Mr. Stewart explained the present situation is unmanageable and they have outgrown the site. Upon expansion and every vehicle has a spot, there will be plenty of room on the site. There was discussion regarding interior circulation of trucks and the parking of vehicles upon the expansion of the dealership.

- What is the overall public benefit for right-of-way abandonment on East Jasmine Drive? What is the type of benches and bus shelter, and where will they be located. Ms. Booth

stated the architect is currently working with designers to create a bus shelter which will be more aesthetically pleasing than a standard Palm Tran bus shelter, and elevations will be submitted. The benches will be consistent with the other benches already installed along Lake Shore Drive and will continue the same theme on Ilex Drive. The bus shelter will be consistent with the development.

- Questioned the possibility of a larger buffer along Ilex Drive which would provide for an aesthetic benefit. Ms. Booth stated the current landscape requirement along Lake Shore Drive and East Ilex Drive is 15' and they have increased the buffer to 25', and it will be heavily landscaped so that the building will basically disappear behind the landscaping. If the building were to be relocated they would not be able to accomplish the intensity and depth of the landscaping.

- What is the right-of way width that is being abandoned? Ms. Booth stated that it is a 60' abandonment.

- Expressed concerns with how stormwater drainage and Lake Shore Drive drainage will be addressed during the building construction. Is there some sort of an agreement that the Town could enter into with Earl Stewart to address the drainage issue because it is a low-lying area. Ms. Booth explained that with the Phasing plan during the time the parking garage is constructed all of the exfiltration will be below the garage, and it will retain all of the water below the garage. During Phase I and Phase II the retention area that is currently there will remain and function as it does today in terms of the pavement and runoff. Tom McCloud, Civil Engineer, stated that an exfiltration trench will be added during Phase I of construction, as part of the permit requirement through the SFWMD, and be required to discharge less water after the project is complete than what is being discharged currently. During Phase III of parking garage construction, the retention area will be filled in and the will be an underground retention vault system under the west side of the parking garage.

- What is the number of employees that will be added? Ms. Booth stated approximately 30-40 additional employees.

- Will there be parking on the roof? Ms. Booth responded that parking will be on the roof.

- If the project moves forward for approval, what mitigation will be in effect for the hours of construction, noise levels, etc. Ms. DiTommaso stated that the Code regulates construction and the hours allowed are 7:00 a.m. – 7:00 p.m. Monday through Saturday, and construction on Sunday is prohibited. Board Member Schneider verified there is a Condition for the hours of construction.

Prior to making a recommendation, Vice-Chair Von Unruh asked Mr. Stewart his opinion on potentially changing the hours of the car wash; hours of truck loading/unloading; and the hours of construction, particularly on the weekend, and what would be ideal for the operation of the dealership. Mr. Stewart responded the hours of the car wash as submitted are 7:00- 9:00 p.m, but could easily be adjusted to 6:00 p.m. -7:00 p.m. Mr. Stewart stated that regarding the hours of

construction, he would like to discuss with the Community Development Director as they are in a time crunch and working under a deadline. Mr. Stewart verified that truck loading/unloading would occur from 7:00 a.m. – 7:00 p.m.

Chair Thomas asked Mr. Stewart if they are planning to have a community meeting prior to the Town Commission Meeting. Mr. Stewart responded that they would like to have a community meeting prior to the Town Commission Meeting. The Town Attorney suggested contacting the persons who filled out Public Comment Cards and send them an invitation in order to address their concerns.

PLANNING & ZONING BOARD RECOMMENDATION

There was discussion between the Chair and the Town Attorney regarding how to properly motion the approvals of the Rezoning, the Site Plan and Special Exception.

Board Member Schneider made a motion to recommend the approval of the Rezoning to the Town Commission. The motion was seconded by Vice-Chair Von Unruh, and the vote was as follows:

	Aye	Nay
Judith Thomas		**X**
Erich Von Unruh	X	
Michele Dubois	X	
Ludie Francois	X	

The Motion carried 3-1 and the recommendation of approval to the Town Commission for Rezoning was approved.

Board Member Schneider made a motion to approve the Site Plan with Staff Conditions, and the following additional Conditions: All service activities take place indoors; Signage be placed at the rear exit on Lake Shore Drive to restrict no truck access; Delivery times be no later than 7:00 p.m.; Car wash hours be no earlier than 8:00 a.m. and no later than 8:00 p.m.; Construction hours on Saturday be limited to later than 8:00 a.m.; a meeting be set-up with the residential community, noticing property owners within 300' feet, as well as those filling out Public Comment Cards; and that Earl Stewart create an access easement for the parking benches and bus stop; and the Site Plan approval also encompasses the Special Exception Use. The motion was seconded by Vice-Chair Von Unruh, and the vote was as follows:

	Aye	Nay
Judith Thomas		**X**
Erich Von Unruh	X	
Michele Dubois	X	
Ludie Francois	X	

The Motion carried 3-1 and the Site Plan was approved with Staff Conditions and Additional Conditions, and the Site Plan approval encompasses the Special Exception Use.

New Business

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** Tab 6

Agenda Title: Appointment of a Representative to the Seacoast Utility Authority Board

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON FIRST READING
[X] NEW BUSINESS - Resolution
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 5-4-2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Resolution 15-05-15** **Interlocal Agreement**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background: The Town entered into an Interlocal Agreement with the Town of Juno Beach; the Village of North Palm Beach; Palm Beach County; the City of Palm Beach Gardens, and Seacoast Water Utility Authority and formed the Seacoast Utility Authority (SUA) Board in August 1988. As part of the Interlocal Agreement, each municipality appoints one (1) representative to the Board to serve a four (4) year term.

In an effort to provide for seamless continuity during the Town Manager, transition period. Mayor DuBois has served as the Town's representative on the SUA Board.

During the Special Call Commission Meeting of March 21, 2015 the Town Commission selected John O. D'Agostino as its new Town Manager, and at the Regular Commission meeting of April 1, 2015 the Commission approved his employment agreement.

Recommended Motion: I move to appoint John O. D'Agostino as the Town of Lake Park representative to the Seacoast Utilities Board.

RESOLUTION NO. 15-05-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING TOWN MANAGER JOHN O. D'AGOSTINO TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF THE SEACOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN OF LAKE PARK AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Governing Board of Seacoast Utility Authority (the Board) by reason of the retirement of Town Manager Dale S. Sugerman who served as the Town of Lake Park's representative on the Board; and

WHEREAS, Resolution 02-01-15 appointed Mayor James DuBois to the Board for the remainder of the unexpired term or until such time as a replacement had been appointed by the Town Commission; and

WHEREAS, Paragraph 2C of the Interlocal Agreement which established the Seacoast Utility Authority provides that Board Members shall serve, unless earlier removed, terms of four (4) years in duration or until such time as the Authority's Governing Board Member's replacement has been appointed.

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

Section 1. The Town Commission of the Town of Lake Park, Florida does hereby appoint Town Manager John O. D'Agostino to serve as the representative of the Town on the Board for the remainder of the unexpired term or until such time as a replacement has been appointed by the Town Commission.

Section 2. The compensation designated by the Board for the Town's representative shall be payable to the Town of Lake Park.

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

JOHN B. DUNKLE
CLERK CIRCUIT COURT

1988 AUG 24 PM 2:31

INTERLOCAL AGREEMENT ESTABLISHING THE
SEACOAST WATER UTILITY AUTHORITY R88 1251

THIS AGREEMENT entered into this 17th day of August, 1988, by and among the CITY OF PALM BEACH GARDENS, FLORIDA, a municipality organized under the laws of the State of Florida, hereinafter referred to as "PBG"; PALM BEACH COUNTY, hereinafter referred to as "COUNTY"; a political subdivision of the State of Florida operating under a "Home Rule Charter" the VILLAGE OF NORTH PALM BEACH, FLORIDA, a municipality organized under the laws of the State of Floria, hereinafter referred to as "NPB"; the TOWN OF LAKE PARK, a municipality organized under the laws of the State of Florida, hereinafter referred to as "LP", and the TOWN OF JUNO BEACH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "JB"; sometimes collectively referred to as the "FIVE ENTITIES".

W I T N E S S E T H:

WHEREAS, the FIVE ENTITIES who are parties to this Agreement have legislative authority over all of the property within the Florida Public Service Commission's certificated area of the public utility known as SEACOAST UTILITY; and

WHEREAS, the FIVE ENTITIES believe that it is the most efficient use of their respective powers to cooperate with each other on a basis of mutual advantage to acquire all the assets, own and operate SEACOAST UTILITY, and thereby to provide water and wastewater utility facilities and service on a non-discriminatory manner throughout the certificated service area of SEACOAST UTILITY (or the "District", as hereinafter described) in a manner and pursuant to a form of governmental organization that will accord best with the desires and economic interests of citizens and utility consumers of the FIVE ENTITIES and with other geographic, economic and population factors influencing the needs and development of the FIVE ENTITIES; and

WHEREAS, the FIVE ENTITIES believe for the following reasons, without limitation, that it is essential, necessary, and in the parties' best interest to acquire all the assets of, through eminent domain or otherwise; SEACOAST UTILITY:

(1) ALL FIVE ENTITIES must meet the new comprehensive planning requirements of Chapter 163 Florida Statutes, which mandate that each coordinate the community's plans for future growth with available sources of funding and the availability of infrastructure. The provision of utilities is a major factor in such infrastructure coordination. Without the public ownership of SEACOAST UTILITY, it will be difficult for the FIVE ENTITIES to meet their statutory mandate with respect to the utilities element of the comprehensive plan.

(b) To provide for a unified system of water and wastewater service for northern Palm Beach County, to provide for the potential of interconnects with other publicly held systems, to assure the continued provision of a safe and healthly environment for the users of the system and to protect the limited water supply capability of the north county environment.

(c) To assure that new expansion of the system will not occur at the expense of needed repairs to the existing system.

(d) To assure that the customers of the syetem are provided the best, most efficient, inexpensive, service and rates and assure that proper expansion of the system will occur to meet the demands of development as approved in each jurisdiction.

(e) To assure the public health, safety, and welfare of the residents of the system by providing public ownership and control of essential, governmental services in the northern County area.

WHEREAS, Chapter 163, Part I, Fla. Stat., provides a mechanism to accomplish the above-described purpose of the FIVE ENTITIES, permitting the joint exercise of any power, privilege or authority which each entity shares in common and which each might exercise separately; and

WHEREAS, pursuant to Chapter 180, Fla. Stat., PBG, LP, JB and NPB each have the power and authority, with the consent of the other parties hereto, to acquire the assets, own and operate and/or condemn SEACOAST UTILITY; and

WHEREAS, pursuant to Chapter 125, Fla. Stat., the Constitution of the Stste of Florida and the Palm Beach County Charter, the COUNTY has the power and authority to acquire and/or condemn SEACOAST UTILITY and alternately, pursuant to Chapter 153.03, Fla. Stat., has the authority,

with the consent of the municipalities to acquire the assets and/or condemn the assets of SEACOAST UTILITY and alternately, pursuant to Chapter 153.03, Fla. Stat., has the authority, with the consent of the municipalities to acquire and/or condemn and operate the system.

NOW, THEREFORE, pursuant to Chapter 163, Fla. Stat., the FIVE ENTITIES do hereby enter into an Interlocal Agreement to establish an Authority for the purposes as set forth herein, as follows:

1. Purpose. The purpose of this Interlocal Agreement is to purchase and/or acquire by eminent domain the assets of SEACOAST UTILITY, to own, operate, maintain the system, and provide water and wastewater utility services through the District, as herein defined, in a non-discriminatory manner as to users of the same class in the system and provide the most economical and efficient service, and to provide water and wastewater utility service to all others who can be legally serviced in accordance with a uniform extension policy to be adopted by SUA.

2. Legal Authority/Consent to Serve the Authority. The FIVE ENTITIES hereby create a separate legal entity to administer and execute the terms of this Interlocal Agreement, which separate legal authority shall be hereinafter referred to as the "Seacoast Utility Authority" ("SUA"), which legal authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. The FIVE ENTITIES do hereby consent and agree to the acquisition by condemnation or otherwise of SEACOAST UTILITY within their respective jurisdictions by the SUA and consent to the SUA owning, operating, financing, maintaining, expanding, constructing and reconstructing the utility within their respective jurisdictions in accordance with this Agreement, sound engineering advice and all applicable laws.

A. Definitions.

(1) "District" shall mean the area comprising all of the area within the present Florida Public Service Commission's certificated area of SEACOAST UTILITY as that area may be expanded or contracted in accordance with provisions of this Agreement and the laws of the State of Florida.

(ii) "Equivilent Residential Connection" (ERC). A unit of measurement to be subsequently defined by the SUA Board and applied uniformly throughout the five entities jurisdictions for purposes of this Agreement.

(iii) "Authority Board" shall mean the governing body of SUA, acting for and on behalf of the Authority as a separate legal entity created hereunder.

(iv) "Wastewater System" shall mean and shall include any plant, system, facility or property, and additions, extensions and improvements thereto at any future time constructed to acquire as part thereof, useful or necessary or having a present capacity for future use in connection with the collection, treatment, purification and disposal of sewage of any nature or originating from any source, and without limiting the generality of the foregoing definition, shall embrace treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment, all wastewater mains and laterals for the reception and collection of sewage from premises connected therewith, and shall include all real and personal property and any interest therein, rights easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

(v) "Water System" shall mean and include any plant, system, facility or property, and additions, extensions and improvements thereto at future times, constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sourcea, treatment or purification and diatribution of water, and, without limiting the generality of the foregoing, shall include dams, reservoirs, storage tanks, mains, lines, valves, pumping stations, laterals and pipes for the purpose of carrying water to the premises connected with such system, and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation theraof.

(vi) "Cost" as applied to the acquisition and construction of a water system or a wastewater system or extensions, additions or improvements thereto shall include the cost of construction or reconstruction, acquisition or purchase, the cost of all labor, materials, machinery and equipment, costs of all lands and interest therein, property rights, easements and franchises of any nature whatsoever, finance charges, interest, prior to and during construction, the creation of initial reserve or debt service funds, bond discount, bond insurance, reserve insurance, cost of lands and specifications, surveys and estimates of costs and revenues, cost of engineering, financial and legal services and all other expenses necessary or incidental in determining the feasibility or practicability of such construction, reconstruction or acquisition, administrative expenses or such other expenses as may be necessary or incidental to financing authorized by law, and including reimbursement of the entities or any other person, form or corporation for any monies advanced to SUA in connection with any of the foregoing items of cost or the creation of SUA.

B. Authority Board; Powers. The Authority Board created hereunder is authorized and empowered:

(i) To make rules and regulations for its own governance and proceedings and to adopt an official seal for the Authority.

(ii) To employ, engineers, attorneys, accountants, financial or other experts and such other agents and employees as said Authority Board may require or deem necessary to effectuate the purposes of this Agreement or to contract for any such services. Provided, however, that the employment of all consultants, engineers, attorneys, accountants, financial or other experts during and through acquisition of SEACOAST UTILITY and the employment of the initial management team shall be by unanimous vote of all members.

(iii) To construct, install, erect, acquire and to operate, maintain, improve, extend or enlarge and reconstruct a water system or a wastewater system, or both, within said Authority and the environs thereof, and to have the exclusive control and jurisdiction thereof, subject to the terms of this Agreement; to issue revenue bonds, refunding bonds, notes and any other indebtedness authorized by law, to pay all or

part of the cost of such construction, reconstruction, erection, acquisition or installation of such water system, wastewater system, or both.

(iv) To fix and collect rates, fees, impact fees, and other charges to persons or property, or both, for the use of the facilities and services provided by any water system or wastewater system, or both, and to fix and collect charges for making connections with any such water system or wastewater system and to provide for reasonable penalties on any users or properties for any such rates, fees or charges that are delinquent.

(v) To acquire in the name of the Authority by purchase, gift or the exercise of the right of eminent domain such lands, assets and rights and interest therein, including lands under water and riparian rights and to acquire such personal property as it may deem necessary in connection with the construction, reconstruction, improvement, extension, installation, erection or operation and maintenance of any water system or wastewater system, or both, and to hold and dispose of all real and personal property under its control provided, however, nothing herein contained shall authorize the Authority to act in excess of powers it may exercise as an Authority created under Chapter 163, Fla. Stat., as amended.

(vi) To exercise exclusive jurisdiction, control and supervision over any water system or wastewater system, or both, or any part thereof, owned, operated and maintained by the Authority, and to make and enforce such rules and regulations for the maintenance and operation of any water system or wastewater system, or both, as may be, in the judgment of the Authority Board, necessary or desirable for the efficient operation of any such systems or improvements in accomplishing the purposes of this Agreement.

(vii) To restrain, enjoin or otherwise prevent the violation of this Agreement or the powers of the Authority or any resolution, rule or regulation adopted pursuant to the powers set forth herein.

(viii) To require and enforce the use of its facilities whenever and wherever they are accessible.

(ix) To sell or otherwise dispose of the by-products resulting from water and/or wastewater treatment.

(x) To accomplish construction by holding hearings, advertising for construction bids, if and where applicable, and letting contracts for all or any part or parts of the construction of any water system or wastewater system, or both, to the lowest responsive bidder or bidders or rejecting any and all bids at its discretion, provided that the Authority may purchase supplies, materials and equipment, as well as expend funds for construction work in an amount not to exceed $5,000.00 total cost for each transaction without advertising or receiving bids unless otherwise required by law.

(xi) To construct and operate connecting, intercepting or outlet sewers and wastewater mains and pipes and water mains, conduits or pipelines in, along or under any streets, alleys, highways or other public places or ways within the State or any municipality or public or political subdivision necessary for the purposes of the District.

(xii) Subject to such provisions or restrictions as may be set forth herein or securing any bonds or other obligations issued under this Agreement, to enter into contracts with the government of the United States or any agency or instrumentality thereof, or with any county, municipality, district, authority or political subdivision, private corporation, partnership, association or individual providing for or relating to the treatment, collection and disposal of wastewater or the treatment, supply and distribution of water and any other matters relevant thereto or otherwise necessary to effect the purposes of this Agreement, and to receive and accept from any federal agency grants or loans for or in aid of the planning, construction, reconstruction or financing of any water system or wastewater system, or both, and to receive and accept aid or contributions or loans from any other source of either money, property, labor or other things of value, to be held, used and applied only for the purposes of this Agreement.

(xiii) The Authority shall have the power to sue and be sued, to contract in its own name and such other powers as may be necessary or proper to carry out the purposes of this Agreement.

(xiv) The Authority, should it deem it necessary, for financing, taxation or other reasons, shall have the power to incorporate or conduct business in any other form as may be provided by law.

C. Authority Board; Composition. The Authority Board shall be comprised of five members; one (1) member to be appointed by each of the governing bodies of PBG, COUNTY, NPB, LP and JB. Voting of the members initially shall be weighted as follows:

Palm Beach Gardens	40%
County	20%
Lake Park	10%
Juno Beach	10%
North Palm Beach	20%
	100%

This composition shall not change without the unanimous consent of all five entities until October 1, 1991. On October 1, 1991, and thereafter, the voting of the members shall be weighted in proportion to the number of "Equivalent Residential Connections" (as herein defined) that each of the FIVE ENTITIES has, now and at any time in the future (as of the "Determination Date"), within its jurisdictional boundaries (the "Weighted Vote Formula"); provided that no entity shall have less than 2% voting interest and that if any one of the FIVE ENTITIES has more than a 50% voting interest, by virtue of said Weighted Vote Formula (the "Majority Control Entity"), then in such event at least one additional member of the Authority Board shall be required to assent in any actions to be taken by the Authority Board. For purposes of this Section, the term "Equivalent Residential Connection" shall mean a unit of usage of 350 gallons per day average annual consumption. In the event of the usage of a master meter, the unit of gallonage usage shall be divided into the gallonage consumed through said master meter to arrive at the ERC equivalent value. The weighted voting percentage shall be adjusted on the basis of the Weighted Vote Formula as of October 1, 1991, and thereafter shall be adjusted on October 1st every three years (the "Determination Date).

The Authority Board members shall serve at the pleasure of the governing body by whom the Authority Board member was appointed, and may be removed at any time by such governing board without cause or requirement of hearing, and shall serve, unless earlier removed, terms of four (4) years duration or until such time as such Authority Board

member's replacement has been appointed. The Authority Board members so appointed shall elect from among its members a Chairman and a Vice Chairman to serve at the pleasure of the Authority Board. Election of the Chairman and Vice Chairman shall be done annually at the first regular Authority Board meeting. The Chairman shall preside at meetings of the Authority Board, shall be recognized as head of the Authority Board for service of process, execution of contracts, deeds and other documents as approved by the Authority Board. The Vice Chairman shall act as Chairman during the absence or disability of the Chairman. The Authority Board shall meet regularly at least once in every month at such times and places as the Authority Board may prescribe by rule. Special meetings may be held on the call of the Chairman or of a majority of the board members, (in numbers or in Weighted Vote Representation) and, whenever practicable, upon no less than twelve (12) hours notice to each member and the public. The Authority Board shall determine its own rules and orders of business. A majority of the Authority Board shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Authority Board. No action of the Authority Board, except as otherwise provided in the preceding sentence, shall be taken by the Authority without the concurrence of 51% of the weighted voting.

The Chairman, when the Authority Board is in session, shall enforce parliamentary rules for its governance so far as they are applicable to the Authority Board proceedings.

D. Revenue Bonds; Issuance, Etc. The Authority Board is authorized to provide, from time to time, for the issuance of revenue bonds to pay all or part of the cost of acquisition or operation of a water system or wastewater system, or both, or any additions, extensions or improvements thereto, in accordance with the provisions of law.

E. Schedule of Rates and Fees.

(i) The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services and facilities to be furnished by any such water system or wastewater system to be paid by the owner, tenant, or occupant of each structure, facility,

lot or parcel of land which may be connected with or used by any such system or systems of the Authority. After the system or systems shall have been in operation, the Authority Board may revise the schedule or rates, fees and charges from time to time; provided, however, that such rates, fees and charges shall be so fixed and revised so as to provide sums, which, with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining such water system or wastewater system, or both, including reserves for such purposes, the principal of and interest on revenue bonds as the same shall become due and reserves thereof, and to provide a mergin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority. The Authority shall charge and collect such rates, fees and charges so fixed or revised, and such rates, fees and charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or atate.

(ii) Such rates, fees and charges shall be just and equitable and uniform for users of the same class and where appropriate may be based or computed either upon the quantity of water consumed or upon the number and size of wastewater connections or upon the number and kind of plumbing fixtures in use in the premises or upon the number or average number of persons residing or working in or otherwise using or occupying such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors as may be determined by the Authority Board on any other equitable basis. All such rates and charges shall be non-discriminatory with respect to the geographical boundaries of the FIVE ENTITIES for users of the same class.

(iii) No rates, fees or charges shall be fixed under the foregoing provisions of this section until after a public hearing at which all the users of the proposed wastewater system or water system, or both, or owners, tenants or occupants served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates, fees and charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees and

charges shall be given by one publication in a newspaper published in the County and circulating in the Authority at least ten (10) days before the date fixed in such notice for the hearing, which may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially adopted, or as modified or amended, may be finally adopted.

(iv) A copy of the schedule or schedules of such rates, fees or charges finally adopted shall be kept on file in the office of the Authority and shall be open at all times to public inspection. The rates, fees or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any hearing or notice. Any change or revision of such rates, fees or charges may be made in the same manner as such rates, fees or charges were originally established as hereinabove provided.

(v) The same rates, fees and charges shall be fixed and collected from any county, school district or other political subdivision using the services and facilities of the water system or wastewater system, or both, as are fixed and collected from other users of such facilities in the same class. No free water or wastewater services shall be rendered by the Authority and no discrimination shall exist in the fees, rates and charges for users of the same class. The Authority may not provide service to any user in contravention of the requirements set forth above unless required by law or a court of competent jurisdiction.

(vi) In the event that the fees, rates or charges for the services and facilities shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected thereby. Such lien shall be superior and paramount to the interest on such parcel or property of any owner, lessee, tenant, mortgagee or other person, except the lien of county taxes, and shall be on a parity with the lien of any such county taxes, except as otherwise provided in Chapter 180.135, Fla. Stat. In the event that any such service charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the

Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

F. Annual Reports of Authority Board. The Authority Board shall cause to be made at least once every year a comprehensive report of its utility system, including all matters relating to rates, revenue, expenses of maintenance, repair and operation, and renewals and capital replacements, principal and interest requirements and the status of all funds and accounts. Copies of such reports shall be filed promptly with governing bodies of the FIVE ENTITIES and shall be open to public inspection.

G. Compensation. The members of the Authority Board shall serve initially without compensation. After acquisition, compensation may be set by the unanimous vote of the Authority Board members in accordance with all provisions of applicable law.

3. Expense. This Authority is established on the basis that once the Seacoast Utility is acquired, the Authority shall establish a schedule of rates and charges to cause the utility to be self-sustaining and there shall not be any obligation on the part of the FIVE ENTITIES for financial contributions and any initial contributions pursuant to this paragraph shall be reimbursed to the FIVE ENTITIES within three years of acquisition in accordance with this section. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the system in accordance with industry standards or from fulfilling any other requirements imposed by bond financings or by law. It is anticipated that the acquisition of the system will be financed through a revenue bond issue. It will be necessary for the Authority to incur certain preliminary costs prior to the issuance of the bonds. These costs include professional fees, condemnation costs, if necessary, and all other such costs as the Authority deems necessary to accomplish its purpose. The FIVE ENTITIES agree to initially fund the Authority as follows:

Palm Beach County	$100,000
Palm Beach Gardens	$200,000
North Palm Beach	$100,000
Lake Park	$ 50,000
Juno Beach	$ 50,000

Should initial expenses exceed the sum of $500,000, then the Authority shall have the right to call upon the FIVE ENTITIES for a second contribution in the same amounts as the initial contributions and the FIVE ENTITIES shall make such contributions on a pro-rata basis in accordance with the Authority's composition. The total joint contribution by the FIVE ENTITIES shall not exceed $1,000,000 without the unanimous approval of the FIVE ENTITIES. To the extent legally and financially feasible, such initial contributions shall be reimbursed to each entity at the time of issuance of the revenue bonds to acquire the system and to the extent they are not, they shall be reimbursed by the Authority from revenues of the Authority as soon as such revenues can be generated and deemed sufficient by the Authority Board to make such repayment or return, but in any event, within the first three years of operation of the Authority. In addition, expenditures of the FIVE ENTITIES incurred prior to the date of this Agreement that are deemed reasonable and in furtherance of the goals of this Agreement, by unanimous vote, may be reimbursed when funds are available.

4. Current Utility Employees. It is the intent of the parties to acquire the utility and offer continued employment to its current employees who shall thereafter remain employees of the Authority under such terms and conditions as set forth in a uniform personnel policy and procedures manual to be adopted by the Authority Board.

5. Termination. This Interlocal Agreement shall terminate only upon the unanimous consent of the FIVE ENTITIES.

6. Disposition of System. Should this Utility be sold or disposed of by the SUA, proceeds of the sale or disposition shall be pro-rated amongst the FIVE ENTITIES in proportion to the number of ERC's existing in each jurisdiction on the date of disposition.

7. Miscellaneous. This Agreement may not be amended, except upon the unanimous written agreement of the FIVE ENTITIES. In the event of any dispute arising out of or in relation to this Agreement, the

prevailing party shall be entitled to attorney's fees and costs, including attorney's fees through all appellate procedures.

8. Filing. Upon execution of this Agreement, and subsequent amendments thereto, this Agreement and such subsequent amendments shall be filed with the Clerk of the Circuit Court of Palm Beach County. This Agreement shall be effective upon filing with the Clerk.

9. Agreement Supersedes. This Agreement supersedes and replaces any and all previous agreements between the parties or any combination thereof relating to the acquisition of Seacoast Utilities and other such agreements are void ab initio.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

(OFFICIAL SEAL)

CITY OF PALM BEACH GARDENS, FLORIDA

MAYOR

ATTEST:

BY: CLERK

WITNESSES:

AUG 16 1988

(OFFICIAL SEAL)

PALM BEACH COUNTY

CHAIR

ATTEST: JOHN B. DUNKLE, CLERK Board of County Commissioners

BY: CLERK By DEPUTY CLERK

WITNESSES:

(OFFICIAL SEAL)

VILLAGE OF NORTH PALM BEACH

MAYOR

ATTEST:

BY: CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

WITNESSES:

(OFFICIAL SEAL)

TOWN OF LAKE PARK

MAYOR

ATTEST:

BY:
CLERK

WITNESSES:

(OFFICIAL SEAL)

TOWN OF JUNO BEACH

MAYOR

ATTEST:

BY:
CLERK

Seacoast Utility Agreement/ck
August 8, 1988

STATE OF FLORIDA
COUNTY OF PALM BEACH } SS.

I, JOHN B. DUNKLE, Clerk of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, do hereby certify that the above and foregoing is a true copy of the Interlocal Agreement Establishing the Seacoast Water Utility Authority which was filed in the Clerk's office on August 24, 1988 at 2:31 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Court at West Palm Beach, Florida, this the 10th day of November, A.D. 19 88

JOHN B. DUNKLE,
Clerk of Circuit Court
Palm Beach County, Florida

By Margaret L. Newlan
Deputy Clerk Margaret L. Newlan

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 20, 2015 **Agenda Item No.** 7

Agenda Title: Award of the Marina Securities Services Contract (Unarmed)

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 5/14/2015

_____
Name/Title

Originating Department: **Town Manager**	**Costs: $ 43,722.54** Funding Source: Marina Fund Acct. # 800-34000 [X] Finance _____	**Attachments:** **Copy of Intent to Award and Bid Tabulation; Copy of Bid Submitted by U.S. Security Associates; copy of Invitation to Bid; and Contract**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case: BMT** **Please initial one.**

Summary Explanation/Background:

On Sunday, April 5, 2015, the Town published its Invitation to Bid No. 101-2015 for the provision of Marina Security Services (Unarmed) at the Lake Park Harbor Marina. On April 21, 2015, a publicly noticed mandatory pre-bid conference was held. On April 28, 2015, the submittal deadline, the bids were opened.

The following vendors submitted bids:

- AK Security Services, LLC
- AGG of America LLC (dba Advanced National Security & Investigations)
- U.S. Security Care, Inc.
- Arrow Security Corp.
- Security Alliance LLC
- U.S. Security Associates, Inc.
- United K-9 Special Patrol, Inc.
- Regions Security Services, Inc.

Attached as is a copy of the Notice of Intent to Award which includes the Bid Tabulation.

Since this company was determined to be the lowest bidder, it was allowed (again pursuant to the Town's purchasing Ordinance) to cure the following three deficiencies by submitting the following documents to the Town Clerk by noon on March 13, 2015:

- Three most recent annual financial statements
- Certification of Non-Segregated Facilities; and
- Signed Addendum 1

An Evaluation Committee consisting of the Finance Director, Public Works Director, Human Resources Director and the Project Manager met to review the bids and determined that U.S. Security Associates, Inc. met the above deadline, and is the lowest, responsible and responsive bidder. A copy of the bid submitted by U.S. Security Associates, Inc., as well as the full Invitation to Bid No. 101-2015, are attached as back-up to this agenda item.

Based upon the review of the bid submitted by U.S. Security Associates, Inc., staff recommends award of the contract to this vendor. It should be noted that U.S. Security Associates, Inc. is the current vendor for the provision of unarmed security services at the Lake Park Harbor Marina and has extended its current contract to May 29, 2015.

Recommended Motion: I move that the Mayor be authorized and directed to execute the contract with U.S. Security Associates, Inc. for the provision of unarmed security services at the Lake Park Harbor Marina commencing May 30, 2015.

Office of the
Town Manager

NOTICE OF INTENT TO AWARD

Notice is hereby given by the Town of Lake Park of the intent to award a contract for the provision of Marina Security Services (Unarmed) pursuant to Bid No. 101-2015 to the following firm:

U.S. Security Associates, Inc.

The award shall be effective upon approval by the Town Commission at its regular May 20, 2015 meeting, which will be held in the Commission Chamber, Lake Park Hall, 535 Park Avenue, Lake Park, Florida 33403, commencing at 6:30 p.m.

This Notice of Intent to Award, along with the bid tabulation, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the May 20, 2015 Commission meeting.

All bidders have the right to protest this intent to award pursuant to Section 2-252 of the Town's purchasing Ordinance.

Issued by: Town of Lake Park

Office of the Town Manager

May 13, 2015

Bambi McKibbon-Turner
Human Resources Director

Attachment

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

BID TABULATION FOR MARINA SECURITY SERVICES (UNARMED) INVITATION TO BID
TOWN OF LAKE PARK BID NO. 101-2015

Item No.		Description	AK Security Services LLC	AGG of America LLC (dba Advanced National Security & Investigations)	U.S. Security Care, Inc.	Arrow Security Corp.	Security Alliance LLC	U.S. Security Associates, Inc.	United K-9 Special Patrol, Inc.	Regions Security Services, Inc.
1		Rate for eight (8) hour shift	$ 18.50	$ 16.65	$ 18.00	$ 14.75	$ 16.75	$ 13.57	$ 14.50	$ 14.99
2		Rate for ten (10) hour shift	$ 17.75	$ 16.65	$ 18.00	$ 14.65	$ 16.75	$ 13.57	$ 14.50	$ 14.99
3		Estimated Annual Billing	$ 58,474.50	$ 53,646.30	$ 57,996.00	$ 47,373.50	$ 53,968.50	$ 43,722.54	$ 46,719.00	$ 48,297.78
4		Special Event Guard	$ 22.50	$ 17.65	$ 18.00	$ 14.75	$ 19.25	$ 18.99	$ 14.50	$ 22.49
5		Required Documentation:								
	(a.1)	Offeror's Certification	YES	YES	YES	NO	YES	YES	YES	YES
	(a.2)	Certificate(s) of Insurance	YES	YES	YES	NO	YES	YES	YES	NO
	(a.3)	State of Florida License	YES	YES	YES	NO	YES	YES	YES	YES
	(b.1)	Bid Form - Signed	YES	YES	YES	YES	YES	YES	YES	YES
	(b.2)	Corporate Resolution	NO	NO	NO	NO	N/A	YES	NO	NO
	(c)	References	YES	YES	YES	YES	YES	YES	LETTERS	YES
	(d)	Drug Free Workplace Certification	YES	YES	YES	YES	NO	YES	YES	YES
	(e)	Anti-Kickback Affidavit	YES	YES	YES	YES	YES	YES	YES	YES
	(f)	Non-Collusive Affidavit	YES	YES	YES	YES	YES	YES	YES	YES
	(g)	Non-Segregated Facilities	YES	YES	YES	YES	YES	YES	YES	YES
	(h)	Public Entity Crimes	YES	YES	YES	YES	YES	YES	YES	YES
	(i)	Experience Form(s)	YES	YES	YES	YES	YES	YES	YES	YES
		Proof of Financial Stability:								
	(j.1)	Non-Bankruptcy Affidavit	YES	YES	YES	YES	YES	YES	YES	YES
	(j.2)	Three most recent (annual) financial statements	NO	YES	YES	YES	YES	YES	P&L only	YES
	(j.3)	Cover letter from the compiling accounting firm	NO	NO	NO	YES	YES	YES	YES	YES
	(k)	Civil Litigation Form	NO	YES	YES	YES	YES	YES	YES	YES
	(l)	Criminal Litigation Form	NO	YES	YES	YES	YES	YES	YES	YES
6		Addendum #1 included	NO	NO	NO	NO	YES	YES	YES	YES
7		Minority or Woman Owned Business	NO	YES	NO	NO	NO	NO	NO	YES

COPY OF BID SUBMITTED BY

U.S. SECURITY ASSOCIATES, INC.

Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

Copy

April 23, 2015

ADDENDUM NO. 1
BID NO. 101-2015

TOWN OF LAKE PARK
MARINA SECURITY SERVICES
CON TRACT (UNARMED)

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *MARINA SECURITY SERVICES CONTRACT (UNARMED), Town of Lake Park Bid No. 101-2015.*

A mandatory pre-bid meeting was held 11:00 a.m. Tuesday, April 21, 2015. The following questions were asked by attendees resulting in the noted response:

1. Does it matter what type of golf cart the contractor provides? Answer: It doesn't matter.
2. Do we have a place to secure the golf cart? Answer: Yes.

.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. *Failure to return this addendum with your bid submittal may be cause for disqualification.*

Issued By: Town of Lake Park
Office of the Town Manager
April 23, 2015

Signed By: Bambi McKibbon-Turner
Bambi McKibbon-Turner
Interim Town Manager

Bidder:

Signed By: Jose Rivera
Print Name: JOSE RIVERA
Title: BRANCH MANAGER
Date: MAY 11, 2015

End of Addendum No. 1

05-13-15A11:14 RCVD

Copy

CERTIFICATION OF NON-SEGREGATED FACILITIES

The OFFEROR certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The OFFEROR certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The OFFEROR agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The OFFEROR agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

U.S. Security Associates, Inc.

1750 N. Florida Mango Road, Suite 301

West Palm Beach, FL 33409

Signature

Jose Rivera, Branch Manager
Name and Title

April 28, 2015
Date

SEAL:

MELANIE JEAN WILHELM
MY COMMISSION # EE828276
EXPIRES August 20, 2016
(407) 398-0153 FloridaNotaryService.com

Notary Signature:

Notary Name: Melanie J. Wilhelm
Notary Public-State of Florida

My Commission #: EE828276

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U.S. Security Associates Holdings, Inc.

Consolidated Financial Statements

December 26, 2013

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U.S. Security Associates Holdings, Inc.
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Report of Independent Auditors

The Board of Directors of
U.S. Security Associates Holdings, Inc.

We have audited the accompanying consolidated financial statements of U.S. Security Associates Holdings, Inc., which comprise the consolidated balance sheets as of December 26, 2013 and December 27, 2012, and the related consolidated statements of comprehensive loss, shareholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of U.S. Security Associates Holdings, Inc. at December 26, 2013 and December 27, 2012, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

April 14, 2014

U.S. Security Associates Holdings, Inc.
Consolidated Balance Sheets
(In thousands)

	December 26, 2013	December 27, 2012
Assets		
Current assets:		
Cash and cash equivalents	$ 21,561	$ 17,292
Accounts receivable, net of allowance of $4,939 and $2,666, respectively (Note 5)	175,785	186,787
Prepaid expenses and other current assets (Note 7)	46,020	31,405
Income taxes receivable	–	3,250
Deferred income taxes (Note 12)	29,069	20,615
Total current assets	272,435	259,349
Property and equipment:		
Vehicles, computers and equipment	27,328	23,666
Furniture and fixtures	650	624
Leasehold improvements	342	328
	28,320	24,618
Accumulated depreciation	(17,332)	(13,580)
Property and equipment, net	10,988	11,038
Goodwill (Note 6)	294,602	331,188
Other intangibles, net (Note 6)	410,025	442,173
Other assets (Note 7 and 16)	16,144	14,247
Total assets	$ 1,004,194	$ 1,057,995

See notes to the financial statements

U.S. Security Associates Holdings, Inc.
Consolidated Balance Sheets (continued)
(In thousands, except par value and number of shares)

	December 26, 2013	December 27, 2012
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	$ 5,972	$ 7,045
Accrued compensation and related taxes	38,720	40,559
Accrued benefits and insurance	20,185	15,694
Accrued taxes	5,356	6,217
Accrued interest	9,614	9,796
Other accrued expenses	19,477	20,567
Current portion of notes payable and long-term debt (Note 8)	6,232	3,690
Current portion of capital lease obligations (Note 13)	3,497	3,535
Total current liabilities	109,053	107,103
Notes payable and long-term debt, net of current portion (Note 8)	534,229	536,722
Capital lease obligations, net of current portion (Note 13)	2,662	2,253
Deferred income taxes (Note 12)	121,809	136,340
Other non-current liabilities	43,878	32,010
Total liabilities	811,631	814,428
Commitments and contingencies (Note 16)		
Shareholders' equity (Notes 10 and 11):		
Common stock ($0.01 par value; 100 shares authorized, issued and outstanding at December 26, 2013 and December 27, 2012)	–	–
Additional paid-in capital	280,010	279,626
Accumulated other comprehensive loss, net of tax	(579)	(9)
Accumulated deficit	(86,868)	(36,050)
Total shareholders' equity	192,563	243,567
Total liabilities and shareholders' equity	$ 1,004,194	$ 1,057,995

See notes to the financial statements

U.S. Security Associates Holdings, Inc.
Consolidated Statements of Comprehensive Loss
(In thousands)

	For the fiscal years ended	
	December 26, 2013	**December 27, 2012**
Revenues	$ 1,238,191	$ 1,209,822
Cost of services	1,007,247	988,079
Gross profit	230,944	221,743
Operating expenses:		
Field operating	120,305	117,365
Depreciation and amortization	60,671	65,375
Corporate, general and administrative	39,544	39,370
Goodwill impairment charge	38,220	–
Total operating expenses	258,740	222,110
Operating loss	(27,796)	(367)
Interest expense, net	42,387	43,182
Other (income) expense, net	(649)	825
Loss before income taxes	(69,534)	(44,374)
Income tax benefit	18,716	16,710
Net loss	(50,818)	(27,664)
Other comprehensive loss, net of tax:		
Unrealized loss on available-for-sale securities, net of taxes of $358 and $0	(606)	–
Foreign currency translation adjustments, net of taxes of $13 and $3	36	(9)
Other comprehensive loss, net of tax	(570)	(9)
Total comprehensive loss	$ (51,388)	$ (27,673)

See notes to the financial statements

U.S. Security Associates Holdings, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	For the fiscal years ended December 26, 2013	December 27, 2012
Cash flows from operating activities:		
Net loss	$ (50,818)	$ (27,664)
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Provision for bad debts	2,042	2,024
Depreciation	7,282	11,158
Amortization	53,389	54,217
Gain on disposal of property and equipment	(277)	(129)
Deferred income taxes	(20,870)	(19,574)
Share-based compensation expense	384	197
Goodwill impairment charge	38,220	–
Changes in operating assets and liabilities:		
Accounts receivable	8,258	(7,956)
Income taxes receivable / payable	2,389	(10,605)
Prepaid expenses and other assets	(22,707)	(4,953)
Accounts payable and accrued expenses	9,952	16,124
Other	(128)	797
Net cash provided by operating activities	27,116	13,636
Cash flows from investing activities:		
Payment for businesses acquired, net of cash received	(9,357)	(139,701)
Purchases of property and equipment	(1,917)	(1,719)
Other	–	(70)
Net cash used in investing activities	(11,274)	(141,490)
Cash flows from financing activities:		
Repayments of notes payable and long-term debt	(5,970)	(3,110)
Proceeds from short term revolver	10,050	10,000
Repayments of short term revolver	(10,050)	(10,000)
Repayments of capital lease obligations	(4,366)	(4,170)
Proceeds from debt issuance	–	115,000
Payment of financing fees	(1,273)	(932)
Capital contribution	–	(111)
Net cash (used in) / provided by financing activities	(11,609)	106,677
Effect of exchange rate changes on cash and cash equivalents	36	(9)
Net increase (decrease) in cash and cash equivalents	4,269	(21,186)
Cash and cash equivalents, beginning of the year	17,292	38,478
Cash and cash equivalents, end of the year	$ 21,561	$ 17,292

See notes to the financial statements

U.S. Security Associates Holdings, Inc.
Consolidated Statements of Cash Flows (Continued)
(In thousands)

	For the fiscal years ended	
	December 26, 2013	December 27, 2012
Noncash investing and financing activities:		
Assets acquired through capital lease obligations	$ 5,296	$ 3,748
Notes payable issued for acquired businesses	$ 3,670	$ 1,337
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 41,572	$ 39,944
Cash paid for taxes (Note 12)	$ 1,736	$ 2,133

See notes to the financial statements

U.S Security Associates Holdings, Inc.
Consolidated Statements of Shareholders' Equity
(in thousands, except number of shares)

	Common Stock		Additional Paid-in Capital	Accumulated Other	Accumulated	Total Shareholders'
	Shares	Amount	Common Stock	Comprehensive Loss	Deficit	Equity
Balance, December 29, 2011	**100**	**$ –**	**$ 252,550**	**$ –**	**$ (8,386)**	**$ 244,164**
Capital contribution	–	–	26,879	–	–	26,879
Share-based compensation (Note 11)	–	–	197	–	–	197
Other comprehensive loss, net of tax	–	–	–	(9)	–	(9)
Net loss	–	–	–	–	(27,664)	(27,664)
Balance, December 27, 2012	**100**	**–**	**279,626**	**(9)**	**(36,050)**	**243,567**
Capital contribution	–	–	–	–	–	–
Share-based compensation (Note 11)	–	–	384	–	–	384
Other comprehensive loss, net of tax	–	–	–	(570)	–	(570)
Net loss	–	–	–	–	(50,818)	(50,818)
Balance, December 26, 2013	**100**	**$ –**	**$ 280,010**	**$ (579)**	**$ (86,868)**	**$ 192,563**

See notes to the financial statements

U.S. Security Associates Holdings, Inc.

Consolidated Financial Statements

12/27/2012

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Report of Independent Auditors

The Board of Directors of
U.S. Security Associates Holdings, Inc.

We have audited the accompanying consolidated balance sheets of U.S. Security Associates Holdings, Inc. (a Delaware corporation) as of December 27, 2012 and December 29, 2011, and the related consolidated statements of operations, cash flows, and stockholders' equity for the fiscal year ended December 27, 2012, the period from July 28, 2011 to December 29, 2011 (Successor) and the period from December 31, 2010 to July 27, 2011 (Predecessor), and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of U.S. Security Associates Holdings, Inc. as of December 27, 2012 and December 29, 2011, and the consolidated results of its operations and its cash flows for the fiscal year ended December 27, 2012, the period from July 28, 2011 to December 29, 2011 (Successor) and the period from December 31, 2010 to July 27, 2011 (Predecessor), in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

April 15, 2013

A member firm of Ernst & Young Global Limited

U.S. Security Associates Holdings, Inc.
Consolidated Balance Sheets
(In Thousands)

	December 27, 2012	December 29, 2011
Assets		
Current assets		
Cash	$ 17,292	$ 38,478
Accounts receivable, net of allowance of $2,666 and $642, respectively	186,787	127,475
Prepaid expenses and other current assets (Note 7)	31,405	14,577
Income taxes receivable	3,250	–
Deferred income taxes	20,615	13,972
Total current assets	259,349	194,502
Property and equipment		
Vehicles, computers and equipment	23,666	17,439
Furniture and fixtures	624	84
Leasehold improvements	328	34
	24,618	17,557
Less - accumulated depreciation and amortization	(13,580)	(3,256)
Property and equipment, net	11,038	14,301
Goodwill (Note 6)	331,188	300,979
Other intangibles, net (Note 6)	442,173	381,819
Other assets (Note 7)	28,807	27,864
Total assets	$ 1,072,555	$ 919,465

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U.S. Security Associates Holdings, Inc.
Consolidated Balance Sheets (continued)
(In Thousands)

	December 27, 2012	December 29, 2011
Liabilities and stockolders' equity		
Current liabilities		
Accounts payable	$ 7,045	$ 3,268
Accrued payment for business acquired	–	11,170
Accrued compensation and related taxes	40,559	28,988
Accrued benefits and insurance	15,694	8,555
Accrued taxes	6,217	3,506
Accrued interest	9,796	5,017
Other accrued expenses	10,567	8,413
Notes payable and current portion of long-term debt	6,560	5,584
Current portion of capital lease obligation	3,535	3,322
Total current liabilities	109,973	77,823
Long-term debt, net of current portion	548,412	437,688
Capital lease obligation, net of current portion	2,253	3,549
Deferred income taxes	136,340	136,599
Other long-term liabilities	32,010	19,642
Total liabilities	828,988	675,301
Commitments and contingencies (Note 16)		
Stockholders' equity		
Common stock ($0.01 par value; 100 shares authorized, issued and outstanding at December 27, 2012 and December 29, 2011)	–	–
Additional paid-in capital	279,626	252,550
Accumulated other comprehensive loss, net of tax	(9)	–
Accumulated deficit	(36,050)	(8,386)
Total stockholders' equity	243,567	244,164
Total liabilities and stockholders' equity	$ 1,072,555	$ 919,465

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See accompanying notes

U.S. Security Associates Holdings, Inc.
Consolidated Statements of Operations
(In Thousands)

	Successor		Predecessor
	December 30, 2011 to December 27, 2012	July 28, 2011 to December 29, 2011	December 31, 2010 to July 27, 2011
Revenues	$ 1,209,822	$ 378,788	$ 500,843
Cost of services	988,079	309,862	402,978
Gross profit	221,743	68,926	97,865
Operating expenses:			
Field operating	117,365	30,388	47,454
Depreciation and amortization	65,375	19,284	8,142
Corporate, general and administrative	39,370	16,092	17,392
Total operating expenses	222,110	65,764	72,988
Operating income	(367)	3,162	24,877
Interest expense, net	43,182	15,533	8,852
Other expense, net	825	32	19
(Loss) income before income taxes	(44,374)	(12,403)	16,006
Income tax benefit (expense)	16,710	4,017	(6,934)
Net (loss) income	$ (27,664)	(8,386)	$ 9,072

See accompanying notes

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U.S. Security Associates Holdings, Inc.
Consolidated Statements of Cash Flows
(In Thousands)

	Successor		Predecessor
	December 30, 2011 to December 27, 2012	July 28, 2011 to December 29, 2011	December 31, 2010 to July 27, 2011
Cash flows from operating activities			
Net (loss) income	$ (27,664)	$ (8,386)	$ 9,072
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Provision for bad debts	2,024	642	50
Depreciation	11,158	3,258	2,822
Amortization	54,217	15,410	4,856
(Gain) loss on disposal of property and equipment	(129)	345	333
Deferred income taxes	(19,574)	(5,216)	3,341
Stock compensation expense	497	–	1,441
Income tax benefit from option exercises		–	(2,470)
Changes in operating assets and liabilities:			
Accounts receivable	(7,956)	(1,098)	907
Income taxes receivable/payable	(10,605)	540	2,234
Prepaid expenses and other assets	(4,953)	4,427	98
Accounts payable and accrued expenses	16,124	5,222	(6,384)
Other	797	(578)	(69)
Net cash provided by operating activities	13,636	14,566	16,231
Cash flows from investing activities			
Payment for businesses acquired	(139,701)	(596,869)	(11,782)
Purchases of property and equipment	(1,719)	(632)	(801)
Other	(70)	(208)	–
Net cash used in investing activities	(141,490)	(597,709)	(12,583)
Cash flows from financing activities			
Payments on notes payable and long-term debt	(13,110)	(7,500)	(2,975)
Proceeds from short term revolver	10,000	–	–
Payments of capital lease obligations	(4,170)	(1,602)	(1,858)
Proceeds from debt issuance	115,000	440,000	3,000
Payment of financing fees	(932)	(19,277)	–
Capital contribution	(111)	210,000	(510)
Income tax benefit from option exercises	–	–	2,470
Net cash used in financing activities	106,677	621,621	127
Effect of exchange rate changes on cash and cash equivalents	(9)	–	–
Net increase (decrease) in cash and cash equivalents	(21,186)	38,478	3,775
Cash and cash equivalents, beginning of period	38,478	–	12,487
Cash and cash equivalents, end of period	$ 17,292	$ 38,478	$ 16,262
Supplemental disclosure of cash flow information			
Noncash transactions			
Capital lease obligations	$ 3,748	$ 2,544	$ 2,519

See accompanying notes

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Report of Independent Auditor

The Board of Directors of
U.S. Security Associates Holdings, Inc.

We have audited the accompanying consolidated balance sheet of U.S. Security Associates Holdings, Inc. (a Delaware corporation) as of December 29, 2011, and the related consolidated statements of operations, stockholders' equity, and cash flows for the period from January 1, 2011 to July 27, 2011 (Predecessor) and the period from July 28, 2011 to December 29, 2011 (Successor). These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Security Associates Holdings, Inc. as of December 29, 2011, and the results of its operations and its cash flows for the period from January 1, 2011 to July 27, 2011 (Predecessor) and the period from July 28, 2011 to December 29, 2011 (Successor), in conformity with accounting principles generally accepted in the United States of America.

Ernst & Young LLP

September 21, 2012

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Report of Independent Auditor

The Board of Directors of
U.S. Security Associates Holdings, Inc.:

We have audited the accompanying consolidated balance sheet of **U.S. Security Associates Holdings, Inc.** (a Delaware corporation) as of December 30, 2010 and the related consolidated statements of earnings, stockholders' equity, and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Security Associates Holdings, Inc. and subsidiaries as of December 30, 2010, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 4, the accompanying financial statements have been restated.

Grant Thornton LLP

Atlanta, Georgia
March 30, 2011 (except for Note 4, as to which the date is September 21, 2012)

Grant Thornton LLP
U.S. member firm of Grant Thornton International Ltd

U.S. Security Associates Holdings, Inc.
Consolidated Balance Sheets
(In Thousands)

	Successor December 29, 2011	Predecessor December 30, 2010 *(As Restated)*
Assets		
Current assets:		
Cash	$ 38,478	$ 12,487
Accounts receivable, net of allowance of $642 and $2,166 at December 29, 2011 and December 30, 2010, respectively	127,475	123,072
Prepaid expenses and other current assets	14,577	10,436
Income taxes receivable	–	2,774
Deferred income taxes	13,972	11,195
Total current assets	194,502	159,964
Property and equipment:		
Vehicles, computers and equipment	17,439	37,823
Furniture and fixtures	84	523
Leasehold improvements	34	708
	17,557	39,054
Less - accumulated depreciation	(3,256)	(26,674)
	14,301	12,380
Intangible assets:		
Goodwill (Note 7)	313,281	152,411
Other intangibles, net (Note 7)	361,888	29,799
	675,169	182,210
Other assets (Note 8)	27,864	2,761
Total assets	$ 911,836	$ 357,315

	Successor December 29, 2011	Predecessor December 30, 2010 (As Restated)
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 3,268	$ 3,529
Accrued payment for business acquired	11,170	–
Accrued compensation and related taxes	28,988	29,659
Accrued benefits and insurance	8,655	9,818
Accrued taxes	3,506	6,369
Accrued interest	5,017	916
Other accrued expenses	8,413	6,653
Notes payable and current portion of long-term debt	5,584	8,126
Current portion of capital lease obligation	3,322	2,761
Total current liabilities	77,823	67,831
Long-term debt, net of current portion (Note 9)	437,688	198,760
Capital lease obligation, net of current portion (Note 14)	3,549	2,507
Deferred income taxes (Note 13)	128,970	32,533
Other long-term liabilities	19,642	17,226
Total liabilities	667,672	318,857
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Parent company investment	244,164	–
Preferred stock (Note 11), liquidation value of $5,231 at December 30, 2010	–	3,659
Common stock (Note 11)	–	111
Additional paid-in capital	–	7,224
Retained earnings (deficit)	–	27,464
Total stockholders' equity	244,164	38,458
Total liabilities and stockholders' equity	$ 911,836	$ 357,315

See accompanying notes.

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U.S. Security Associates Holdings, Inc.
Consolidated Statements of Operations
(In Thousands)

	Successor	Predecessor	
	July 28, 2011 to December 29, 2011	December 31, 2010 to July 27, 2011	January 1, 2010 to December 30, 2010 *(As Restated)*
Revenues	$ 378,788	$ 500,843	$ 762,689
Cost of services	298,726	394,577	593,109
Gross profit	80,062	106,266	169,580
Operating expenses:			
Field operating	41,524	55,855	86,564
Depreciation and amortization	18,669	7,678	10,700
Corporate, general and administrative	16,707	17,856	17,007
Total operating expenses	76,900	81,389	114,271
Operating income	3,162	24,877	55,309
Interest expense, net	15,533	8,852	14,639
Other expense (income)	32	19	10
(Loss)/Income before income taxes	(12,403)	16,006	40,660
Income tax benefit (expense)	4,017	(6,934)	(16,529)
Net income (loss)	$ (8,386)	$ 9,072	$ 24,131

See accompanying notes.

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U.S. Security Associates Holdings, Inc.
Consolidated Statements of Cash Flows
(In Thousands)

	Successor	Predecessor	
	July 28, 2011 to December 29, 2011	January 1, 2011 to July 27, 2011	January 1, 2010 to December 30, 2010
Operating activities:			
Net (loss) income	$ (8,386)	$ 9,072	$ 24,131
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Provision for bad debts	642	50	105
Depreciation	3,258	2,822	5,542
Amortization	15,410	4,856	5,975
Loss on disposal of property and equipment	345	333	378
Deferred income taxes	(5,216)	3,341	5,447
Stock compensation expense	–	1,441	367
Income tax benefit from option exercises		(2,470)	(239)
Changes in operating assets and liabilities:		–	
Accounts receivable	(1,098)	907	(13,633)
Income taxes receivable/payable	540	2,234	(1,020)
Prepaid expenses and other assets	4,427	98	(8,656)
Accounts payable and accrued expenses	5,222	(6,384)	3,966
Other	(578)	(69)	–
Net cash provided by operating activities	14,566	16,231	22,363
Investing activities:			
Payment for businesses acquired	(596,869)	(11,782)	(43,679)
Purchases of property and equipment	(632)	(801)	(2,014)
Other	(208)	–	–
Net cash used in investing activities	(597,709)	(12,583)	(45,693)
Financing activities:			
Payments on notes payable and long-term debt	(7,500)	(2,975)	(11,830)
Payments to secure debt amendment	–	–	(301)
Payments of capital lease obligations	(1,602)	(1,858)	(3,818)
Proceeds from debt issuance	440,000	3,000	8,000
Payment of financing fees	(19,277)	–	–
Parent net investment	210,000	(510)	–
Income tax benefit from option exercises	–	2,470	239
Proceeds from exercise of stock options	–	–	1
Net cash used in financing activities	621,621	127	(7,709)
Net increase (decrease) in cash and cash equivalents	38,478	3,775	(31,039)
Cash and cash equivalents, beginning of period	–	12,487	43,526
Cash and cash equivalents, end of period	$ 38,478	$ 16,262	$ 12,487
Supplemental disclosure of cash flow information:			
Noncash transactions:			
Capital lease obligations	$ 2,544	$ 2,519	$ 4,120

See accompanying notes.

Confidential

Proposal to Provide Security Services

Submitted to:

Town of Lake Park

April 28, 2015

U. S. SECURITY ASSOCIATES

Safe. Secure. Friendly.SM

ISO 9001:2008 U.S. SECURITY ASSOCIATES NATIONWIDE

ASTD BEST AWARD WINNER

training TOP 125

★ ★ ★ ★

April 28, 2015

Ms. Vivian Mendez, Deputy Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Mendez:

Thank you for this opportunity to provide a security services proposal for the Town of Lake Park. With thousands of security companies in the marketplace, we know you have many options. What distinguishes U.S. Security Associates (USA) is our commitment to quality service, with the application of technology to provide quality control for our core service delivery processes, ensuring that the quality we promise you now is the quality we really deliver—throughout the contract period.

Our innovative, technology-driven approach has led U.S. Security Associates to receive worldwide recognition, including honors for world class customer service, top billing as one of the world's best training companies, and the distinction of being first in the industry to achieve International Organization for Standardization (ISO) 9001:2000 registration (followed by ISO 9001:2008 re-certification) at our corporate headquarters and all of our field offices.

We are continuously raising the bar in the security industry through our use of proprietary technology that supports client relationships, quality and accountability. Our focus on customer relationships, value and quality has fueled extraordinary growth. Today, U.S. Security Associates is one of the largest security companies in the industry. We have 48,000+ employees in 160+ offices, providing security officer services and risk mitigation solutions for 5,300+ clients.

With our uniformed protection resources focused on North America, we offer you the passionate dedication and attention of a small, local business and the added value of the extensive resources available from a company of our breadth. For instance, preferred client access to our boutique services group means you have an inside connection with experts and agents who provide consulting and investigations and specialized services on a global scale.

We welcome your questions and look forward to discussing our offer. Our bid is contingent on our ability to negotiate the contract. Thank you for considering U.S. Security Associates.

Respectfully submitted,

Jose Rivera
Branch Manager

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SPECIFICATIONS AND
BID DOCUMENTS
FOR

Marina Security Services Contract (Unarmed)

Bid #101-2015

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FLORIDA 33403

TOWN CLERK'S OFFICE
(561) 881-3311

Security Service Contract (Unarmed) for
TOWN OF LAKE PARK HARBOR MARINA

Bid # 101-2015

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INVITATION TO BID

The Town Commission is accepting sealed bids for the following:

Security Service Contract (Unarmed)
General Statement of Scope of Work

Lake Park Harbor Marina ("Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking. This Invitation to Bid is requesting that contractors provide all management, supervision, labor, materials, vehicles and equipment necessary to provide full building and site security services (unarmed) as described further herein for the Lake Park Harbor Marina.

Submitting Bids

All bids must be submitted in triplicate at the address below, in the office of the Town Clerk, no later than **11:00 a.m. Eastern Time on April 28, 2015**, at which time all bids will be publicly opened and read in the Commission Chamber of Town Hall. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office shall not constitute "receipt" as required by this solicitation. The "Clerk's time stamp" shall be conclusive as to the timeliness of each bid submittal.

Bid Documents

Bid documents may be obtained by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday, upon payment of a $25.00 non-refundable fee, for each bid set.

All bids must be submitted in triplicate in a sealed envelope and be delivered, prior to the closing time written above, to:

Town of Lake Park
Attention: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

BID ENVELOPE MUST BE IDENTIFIED AS "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK HARBOR MARINA, BID #101-2015"

Pre-Bid Conference

A MANDATORY PRE-BID CONFERENCE IS SCHEDULED TO TAKE PLACE ON APRIL 21, 2015 AT 11:00 A.M. EASTERN TIME IN THE LAKE PARK HARBOR MARINA MEETING ROOM, LAKE PARK HARBOR MARINA, 105 LAKE SHORE DRIVE, LAKE PARK, FLORIDA 33403.

The Town reserves the right to accept or reject any or all bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Bambi McKibbon-Turner, Interim Town Manager

Publish: Palm Beach Post: Sunday, April 5, 2015.

INVITATION TO BID

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK. THE TOWN OF LAKE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO OFFERORS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. OFFEROR AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE OFFEROR REGARDLESS OF ANY LANGUAGE IN OFFEROR'S CONTRACT TO THE CONTRARY.

OFFEROR'S ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of bid opening and bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Security Services (Unarmed) Lake Park Harbor Marina.

BID NO.: 101-2015

BIDS TO BE OPENED: **11:00 a.m. Eastern Time on April 28, 2015** and may not be withdrawn during the 90 calendar days following such date and time.

TOWN AGENT:
Bambi McKibbon-Turner - 561-881-3300

OFFEROR'S CERTIFICATION

I certify that this bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

U.S. Security Associates, Inc.

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

Jose Rivera

TITLE:

Branch Manager

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

Jose Rivera

ADDRESS:

1750 N. Florida Mango Road, Suite 301

West Palm Beach, FL 33409

PHONE NO: (561) 723-1273 cell (561) 689-2133 office

FEDERAL EMPLOYER ID NUMBER (FEIN) OR SOCIAL SECURITY NUMBER OF OFFEROR: 22-3262806

INSTRUCTIONS TO OFFERORS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to OFFERORS are defined and have the meanings assigned to them. The term "OFFEROR" means one who submits a bid directly to the Town of Lake Park (TOWN), as distinct from a sub-OFFEROR who submits a bid to the OFFEROR. The term "SUCCESSFUL OFFEROR" means the most responsible and responsive OFFEROR to whom TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to OFFERORS, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of bid documents must be used in preparing bids. TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. TOWN, in making copies of bid documents available does so only for the purpose of obtaining bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF OFFERORS

3.1 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to TOWN, or who is deemed irresponsible or unreliable by the TOWN.
3.2 As part of the bid evaluation process, TOWN may conduct a background investigation including a record check by the Palm Beach County Sheriff's Office. OFFEROR's submission of a bid constitutes acknowledgment of the process and consent to such investigation. TOWN shall be the sole judge in determining OFFEROR's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a bid, each OFFEROR must (a) examine the bid documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate OFFEROR's observations with the bid documents, and (d) notify the Town Clerk of all conflicts, errors and discrepancies in the bid documents.
4.2 The submission of a bid shall constitute an incontrovertible representation by OFFEROR, that OFFEROR has complied with every requirement of this Article 4, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the specifications as to any detail, or the apparent omission from the specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
5.2 For the purpose of evaluation, the OFFEROR must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the OFFEROR meets all of the specifications in every respect.
5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The OFFEROR may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. OFFEROR shall submit with his/her bid complete and descriptive literature and/or specifications. The OFFEROR should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If OFFEROR fails to name a substitute, it will be assumed that OFFEROR is bidding on and will be required to furnish services or commodities identical to bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all OFFERORs, TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided in paragraph 6.2 below.
6.2 If the OFFEROR should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, OFFEROR shall submit a written request directed to the Town Clerk, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by TOWN as having received the bid documents. The issuance of a written addendum by the TOWN shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
7.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to the TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. OFFERORs may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the Contract.
7.5 OFFEROR warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of the bid opening unless otherwise stated by the TOWN.
7.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN OF LAKE PARK.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
8.1.1 The chemical name and the common name of the toxic substance.
8.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
8.1.4 The emergency procedure for spills, fire, disposal and first aid.
8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted in triplicate at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK HARBOR MARINA, BID #101-2015 to be opened at **11:00 a.m. Eastern Time on April 28, 2015** and shall state the name and address of the OFFEROR and shall be accompanied by any other required documents. No responsibility will be attached to the TOWN for the premature opening of a bid not properly addressed and identified.
9.2 Bids must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All blanks on the bid form must be completed. Names must be typed or printed below the signature. Facsimile bids will not be accepted.
9.3 The TOWN follows all of the requirements of Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, all OFFERORS should be aware of the provision of that section of the law as it may apply to the OFFERORS submission. OFFERORS are requested to identify specifically any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All bids received from OFFERORS in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the OFFERORS. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.
9.5 The submitted bid shall constitute a firm offer on the part of the OFFEROR to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The bid form is included with the bid documents and must be used by the OFFEROR. Failure to do so may cause the bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
10.2 The bid must be signed by a representative of the OFFEROR duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
10.3 Bids by corporations must be submitted in the full legal name of the OFFEROR and executed in the corporate name by the president or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
10.4 Bids by partnerships must be executed in the partnership name of the OFFEROR and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
10.5 Copies of OFFEROR's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida must be included in the bid document
10.6 A current Certificate of Status issued by the State of Florida showing that the OFFEROR is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the bid must be included.
10.7 A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the OFFEROR, copies of all current professional and business licenses, current certifications of insurance coverage, three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by OFFEROR within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify OFFEROR's performance). OFFEROR shall also provide any other information deemed pertinent by the OFFEROR relating to its particular qualifications to perform the proposed services or work. OFFEROR shall also show its capability to meet the time and budget requirements of the TOWN taking into consideration and including the current and projected workload of the OFFEROR.
10.8 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the work or project, including the length of tenure of such personnel with the OFFEROR must be included in the bid document
10.9 No bid shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the TOWN upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the TOWN.
10.10 A statement regarding recent, current and anticipated future workload of the OFFEROR, including an assessment of the effect of same upon the provision of the service or the completion of the project work must be included.
10.11 The physical address of OFFEROR's principal business office and any and all satellite offices must be included.

11. REJECTION OF BIDS

11.1 TOWN reserves the right to reject any and all bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
11.2 TOWN reserves the right to reject the bid of any OFFEROR if the TOWN believes that it would not be in the best interest of the TOWN to make an award to that OFFEROR.
11.3 More than one bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any OFFEROR is interested in more than one bid for the same work will cause the rejection of such bids in which the OFFEROR is interested. If there are reasonable grounds for believing that collusion exists among the OFFERORs, the bids of participants in such collusion will not be considered.
11.4 The foregoing reasons for rejection of bids are not intended to be exhaustive.

12. OPENING OF BIDS

12.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base bids will be made available after the opening of the bid.

13. BIDS TO REMAIN OPEN

13.1 All Bids shall remain open for ninety (90) calendar days after the day of the bid opening;
13.2 The TOWN may, at its sole discretion, release any bid and return the bid security; and
13.3 Extensions of time when bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the TOWN and the successful OFFEROR.

14. AWARD OF CONTRACT

14.1 If the Contract is to be awarded, it will be awarded to the most responsible, responsive OFFEROR for the base bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN.
14.2 Criteria utilized by TOWN for determining the most responsible, responsive OFFEROR includes, but is not limited to the following: (a) whether in the TOWN's determination the OFFEROR has appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the OFFEROR's submitted bid documents; (b) a satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted bid documents and as verified by the TOWN; (c) a record of integrity that is satisfactory to the TOWN; (d) verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN; and (e) a bid that conforms to the requirements of the Invitation to Bid concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the Invitation to Bid.

14.3 If applicable, the OFFEROR to whom award is made shall execute a written contract immediately following approval of award by the Town Commission. If the OFFEROR to whom the first award is made fails to enter into a contract as herein provided, the contract may be awarded to the next lowest responsible, responsive OFFEROR.

15. OPEN-END CONTRACT

15.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.
15.2 ORDERING: The TOWN reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the contract, and if the OFFEROR is unable to comply therewith, the TOWN reserves the right to obtain such delivery from others without penalty or prejudice to the Town or to the OFFEROR.
15.3 CONTRACT PERIOD: The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The TOWN may renew this contract for two (2) one (1) year periods subject to OFFEROR acceptance, satisfactory performance and determination that renewal will be in the best interest of the TOWN. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

16. INSURANCE

16.1 The insurance requirements contained in this bid represent the minimal protection necessary for the TOWN as determined by the Town's Risk Manager. The successful OFFEROR shall be required to provide proper proof of insurance to the TOWN by virtue of a current Certificate of Insurance prior to the award of contract. No award will be recommended until a written determination is made by the TOWN that the proof of insurance submitted by the OFFEROR is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the TOWN if circumstances warrant.

17. TAXES

17.1 The successful OFFEROR shall pay all applicable sales, consumer use and other similar taxes required by law.

18. AUDIT RIGHTS

18.1 The TOWN reserves the right to audit the records of the successful OFFEROR for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years0 after completion and acceptance by the TOWN. If required by the TOWN, the successful OFFEROR agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The successful OFFEROR shall

allow the TOWN to inspect, examine and review the records of the successful OFFEROR in relation to this contract at any and all times during normal business hours during the term of the contract.

19. CONFLICT OF INTEREST

19.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. OFFERORs must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all OFFERORs must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five (5) percent or more in the OFFEROR's firm or any of its branches or affiliate companies.

20. NON-COLLUSIVE AFFIDAVIT

20.1 Each OFFEROR shall complete the Non-Collusive Affidavit and must include it with the Bid Form and shall submit this form with the bid. Failure of the OFFEROR to submit these documents may be cause for rejection of the bid.

21. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY OFFERORS

21.1 The following is a summary of documents, copies of which must be included in the bid documents, which are to be completed and submitted by OFFEROR:

(a) OFFEROR's Certification
- Certificate(s) of Insurance
- State of Florida License - Copy

(b) Bid Form
- Signed
- Certified corporate resolution or other duly executed document evidencing authority to sign on behalf of the OFFEROR.

(c) References
(d) Drug Free Workplace Certification
(e) Anti-kickback Affidavit
(f) Non-Collusive Affidavit
(g) Certification of Non-Segregated Facilities, if required by the Special Conditions
(h) Sworn Statement on Public Entity Crimes
(i) Experience Form(s)
(j) Proof of Financial Stability:
- A completed and notarized Non-Bankruptcy Affidavit, and
- Copies of the firm's three most recent financial statements which must include, at a minimum: (a) a balance sheet, (b) an income statement, (c) a statement of cash flow, and (d) a cover letter from the compiling accounting firm.

(k) Civil Litigation Form
(l) Criminal Litigation Form
(m) Bid security, if required by the Special Conditions

22. TIE OFFERORS

If two or more OFFERORS are tied, the tie may be broken and the successful OFFEROR selected by the following criteria presented in order of importance and consideration:

(a) Quality of the terms or services bid if such quality is ascertainable;
(b) Delivery time if provided in the bids by the OFFERORS;
(c) Physical location of the vendors with award preferences in the following order of priority for purposes of tabulating and/or ranking proposals:
    - A local merchant (first priority);
    - A Palm Beach County merchant (second priority);
    - A Florida merchant (third priority)
    - A minority business enterprise certified pursuant to the provisions of F.S. Section 288.703, as amended from time to time.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of bids to modify or interpret the Bid Documents.

Bid Documents - Include the "Public Notice of Invitation to Bid", "General Information and Instructions for OFFERORs", "Standard Terms and Conditions", "Bid Forms", "Drug Free Workplace", "Agreement", "Specifications", and any Addenda issued prior to receipt of Bids.

OFFEROR – A contractor of vendor who responds to this bid search.

Change Order – A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Contract – A deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, or any type of agreement (regardless of what it is called) for the procurement or disposal of goods, services or construction in exchange for money or other consideration.

Contractor - Any person or business entity having entered into a contract with the TOWN.

Lump Sum Bid Price - The amount stated on the "Bid Forms" for which the OFFEROR offers to provide a service as described in the Bidding Documents.

Specification – The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

Unit Price Bid - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the Bidding Documents.

Work – Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

CONTRACTUAL AGREEMENT

The Invitation to Bid shall be included and incorporated in the final contract. The order of contract precedence shall be the contract (purchase order), bid document and response. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the contract will be interpreted according to the laws of the State of Florida.

COOPERATIVE PURCHASING AGREEMENT

OFFEROR agrees that its acceptance of the terms and conditions of this Invitation to Bid also constitutes a bid to all state agencies and political subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this bid, should vendor deem it in the best interest of its business to do so.

FAMILIARITY WITH LAWS

OFFEROR is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the contract. The failure to be familiar with applicable laws shall in no way relieve the contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the OFFEROR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful OFFEROR will be responsible for advising TOWN staff of any delay in scheduled service.

The TOWN reserves the right to utilize outside services when necessary from other sources should the successful OFFEROR be unable to supply services on a timely basis.

OFFEROR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

EEO STATEMENT

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the OFFEROR to obtain, at no additional cost to the TOWN, any and all licenses and permits required to complete this contractual service. OFFEROR must hold all applicable licenses issued by the State of Florida, Palm Beach County, and the Town of Lake Park. A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

(a) Any person maintaining a permanent business location or branch office within the Town of Lake Park; or,
(b) Any company doing work within the municipal boundaries of the Town of Lake Park.

Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Department, 535 Park Avenue, Lake Park, Florida 33403. Assistance and additional information can be obtained by calling the Community Development Department at 561-881-3318.

A copy of these licenses and registration shall be submitted with the bid and must be in the legal name of the OFFEROR shown on the bid submittal.

SUBCONTRACTING/SUBCONTRACTOR LIST

OFFEROR shall submit a list of the names of any and all subcontractors and major material suppliers proposed for any portions of the work. The names, addresses, telephone, fax numbers (with area code) and e-mail addresses must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this bid document. The TOWN reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the OFFEROR who, in the opinion of the TOWN, will be in the best interest of and/or most advantageous to the TOWN.

Prior to award of contract, the TOWN will notify the OFFEROR in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the OFFEROR shall propose an acceptable substitute person or entity without an increase in the bid price. If the OFFEROR declines to make any substitution, the contract may not be awarded to such OFFEROR. This shall not constitute grounds for the OFFEROR to sacrifice a bid security.

No OFFEROR shall be required to employ any subcontractor or major material supplier against whom it has reasonable objection.

NON-APPROPRIATIONS

The obligations of the TOWN to make a bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully being appropriated for this purpose. Should funds not be appropriated for this purpose, the TOWN, at its sole discretion, shall have the right to reject all bids.

TRADE, BRAND NAMES

The TOWN may require specific brand/manufacturer items on a "NO SUBSTITUTE" basis because operational conditions of the TOWN have found these items, by usage and experience to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The TOWN is exempt from federal and state taxes for tangible personal property. Vendors or contractors doing business with the TOWN shall not be authorized to use the TOWN's tax exemption number in securing such materials.

PAYMENT

All invoices must be submitted to the TOWN on a monthly basis and must make reference to the purchase order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the specifications set out in the Scope of Work will be rejected. A properly completed invoice must be submitted containing at a minimum:

(a) Purchase order number and/or contract number.
(b) OFFEROR or contractor's name.
(c) OFFEROR or contractor's Federal Employer Identification Number (FEIN).
(d) Itemization of services invoiced at the prices stipulated at the time the order was placed.
(e) Copies of all Daily Activity Reports submitted during the billing period.
(f) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will be made only after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial contract or purchase order.

All properly completed and addressed invoices will be paid generally within thirty (30) days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the TOWN.

The OFFEROR or contractor's "BID" shall serve as a schedule of values fixing a "UNIT BID PRICE" to various portions of the work. Payment, based on the schedule of values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

ACCEPTANCE

Delivery of service to the TOWN does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets the contract specifications and conditions. Should the delivered service differ in any respect from the specifications, payment will be withheld until such time as the contractor takes necessary corrective action.

TRANSFER PROHIBITED

The successful OFFEROR shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such contract to any person, company or corporation without obtaining prior written authorization from the TOWN.

CHANGE ORDERS

All change orders, additions to, or deletions from the specifications shall only be by written order. The contractor shall not change, alter, or delete in any manner, from the specifications without obtaining prior written authorization from the TOWN.

CANCELLATION

The TOWN may terminate this contract for default if the contractor has been found to have failed to provide the service in a "manner satisfactory". Failure to provide the service in a "manner satisfactory" includes, but is not limited to: failure by the contractor to supply exact services specified within the required service periods; providing sub-standard services; and/or the inability to maintain bid prices for the term of the contract. The TOWN may further terminate this contract if the contractor fails to comply with any other provisions of the contract. In such cases, the contract shall be terminated in the following manner: The contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected by a date certain to be determined by the TOWN, the contractor shall be found in default and the contract shall be subject to immediate termination. Termination shall be effected by serving a notice of termination on the contractor by certified mail, return receipt requested to the principal office of the contractor, setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for service provided and accepted in accordance with the specifications, terms and conditions set forth in the contract. The liability of the contractor for any and all such violation(s) shall not be affected by any such termination and the contractor's surety, if any, shall be forfeited.

The TOWN may terminate this contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

CONTRACT TIME

The contract term shall be for one (1) year from date of award, unless extended by the TOWN in writing.

Any contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement between the TOWN and the contractor with all original terms, conditions and prices adhered to with no deviations.

LITIGATION

The contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Bids received by submittal deadline will be opened in the presence of a representative of the TOWN Clerk's Office and then reviewed by the originating TOWN department requesting the services being bid to determine if each OFFEROR has submitted the required information and met all mandatory requirements. Those bid(s) found to be non-responsive shall be rejected from further consideration.

PREPARATION EXPENSE

Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with the preparation or submittal of any bid.

PRICE

All bids must be submitted on the attached "Bid Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire contract term shall be grounds for contract termination.

INDEMNIFICATION

The parties agree that one (1) percent of the total compensation paid to the contractor for the performance of this agreement shall represent the specific consideration for the contractor's indemnification of the TOWN as set forth in this section and in the Terms and Conditions.

To the fullest extent permitted by laws and regulations, contractor shall indemnify and hold harmless the TOWN and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the TOWN or any of its consultants, agents or employees by any employee of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any such subcontractor or other person or organization under the Worker' Compensation Act, American's with Disability Act or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the contract documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the contract and any extensions thereof, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability Insurance, and will assure to the of Lake Park the protection contained in the foregoing indemnification and save harmless clauses undertaken by contractor. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida, with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+, and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the Town of Lake Park by naming the Town of Lake Park as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described.

Workers' Compensation Insurance shall apply for all employees of the contractor in compliance with the Workers' Compensation Law of the State of Florida and all applicable Federal laws. In addition, such policies must include Employers' Liability with minimum limits of One Million ($1,000,000.00) Dollars each accident, One Million ($1,000,000.00) Dollars disease-policy limit, and One Million ($1,000,000.00) Dollars disease-each employee.

The contractor shall provide Comprehensive General Liability Insurance with minimum limits of One Million ($1,000,000.00) Dollars per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Town of

Lake Park is named as an additional insured on such policies.

The contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles

Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: A current certificate of status (issued not more than thirty [30] calendar days prior to the submission of the bid documents) demonstrating the required coverages shall be submitted by the OFFEROR with the bid documents. The policies must be endorsed to provide Town of Lake Park with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

The official title of the Owner is the "Town of Lake Park". This official title shall be used in all insurance or other legal documentation. The Town of Lake Park is to be included as an "Additional Named Insured" with respect to liability arising out of operations performed for the Town of Lake Park by or on behalf of the contractor or acts or omissions of the contractor in connection with such operation.

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SPECIFICATIONS FOR
Security Service Contract (Unarmed)

GENERAL

The TOWN will appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the contractor will abide by the following procedures:

(a) Contractor shall appoint a representative to serve as liaison between contractor and the TOWN's representative.

(b) Contractor shall present to the TOWN's representative, one (1) week prior to beginning of a work week the names of personnel assigned to do the work for approval.

(c) The TOWN's representative shall be notified, in advance, by the contractor each time there is to be a personnel change.

(d) Contractor shall patrol and utilize the "night watchman system" as provided and directed by the TOWN's representative.

(e) Contractor shall provide the Marina Director via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required pursuant to Section 2(b) of these Specifications.

(f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. **Overview**

Lake Park Harbor Marina (hereinafter referred to as "Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking.

2. **Contractor Requirements**

The Contractor shall provide all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following tasks and duties:

a. **Licensure**
Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute

Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. The Marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract.

- The on-site security guard is required to make and electronically document (using Deggy or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The Daily Activity Reports on these "rounds" must be provided to the Marina Director for each round.

- Contractor shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

c. Safety/Training

- The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Director by the contractor and reviewed on a case by case basis by the TOWN.
- The contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

d. Emergencies

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director to report unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

e. **Uniforms/Equipment**

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Communication between security officers and Marina management is required. Cell phones shall be provided to security officers by the contractor at no expense to the TOWN.
- Use of TOWN property (including telephones) shall be used for official business in the performance of the contract only. TOWN property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents and employees. The contractor shall take all reasonable precautions to protect TOWN property.

f. **Required Security Guard Qualifications**

Personnel shall be able to perform the duties of a security guard and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two (2) years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable him or her to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to communicate orally and in writing using standard business English;
- Ability to work outside in all weather conditions;
- Ability to maintain accurate records;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the history(s) of each security officer assigned to ensure that the background investigation has been conducted satisfactorily;
- Certification in first aid, CPR and the use of the automated external defibrillator (AED)

g. Pre-Commencement Meeting

A mandatory pre-commencement meeting shall be held prior to the start of the contract. The Contractor shall offer the plan for providing optimum security coverage for Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The Contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

h. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any 24-hour period.
- The TOWN shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

i. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. TOWN staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

a.	Sleeping on duty.....	up to $200.00
b.	Failing to follow post orders.	up to $200.00
c.	Abandoning post.....	up to $300.00
d.	Failing to complete incident report..	up to $100.00
e.	Improper/soiled uniform.....	up to $100.00
f.	Late for duty.....	up to $200.00
g.	Failure to show-up for duty.....	up to $300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to $500.00.

j. Post-Award review

- Prior to performance commencing under the contract, the Marina Director and the contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
    a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.

b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
d. Patrol requirements and procedures.

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BID FORM

Billing Rate to Town ($/hour)

Marina Guard

$ 13.57 x 8 -- Per eight (8) hour shift (estimated number of days is 214)

$ 13.57 x 10 -- Per ten (10) hour shift (estimate number of days is 151)

$ 43,722.54 Estimated Annual Billing

Special Event Guard(s)

$ 18.99 Hourly Rate

These rates will apply to all days of the year.

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (___) _____ Fax: (___) _____ (both with area codes)

E-mail Address of Signatory: _____

Company Website: _____

DUNS Number: _____

Social Security Number (OR) Federal Identification Number (FEIN): _____

CORPORATION

By: _____ / Jose Rivera
(Signature) (Print name)

Address: U.S. Security Associates, Inc. (Corporate Headquarters)

200 Mansell Court, Fifth Floor

Roswell, GA 30076

Telephone: (561) 723-1273 cell Jose Rivera FAX: (561) 689-2977 West Palm Office (both with area codes)

E-mail Address of Signatory: jorivera@ussecurityassociates.com

Company Website: www.ussecurityassociates.com

DUNS Number: 82-561-6097

Federal Identification Number (FEIN): 22-3262806

State Under Which Corporation Was Chartered: Delaware, 1993
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida) _____.

Corporate President: Richard Wyckoff, President & CEO
(Print Name)

Corporate Secretary: L. J. Paul Lutz, Vice President, General Counsel and Secretary
(Print Name)

Corporate Treasurer: Karl Scott, Vice President of Finance, CFO and Treasurer
(Print Name)

CORPORATE SEAL

Attest By: _____ See attached letter following this form.
Secretary

OFFEROR acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: Jose Rivera, Branch Manager

Address: 1750 N. Florida Mango Road, Suite 301, West Palm Beach, FL 33409

Telephone :(561) 723-1273

Email Address: jorivera@ussecurityassociates.com

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: Jose Rivera, Branch Manager

Address: 1750 N. Florida Mango Road, Suite 301, West Palm Beach, FL 33409

Telephone : (561) 723-1273 cell

Email Address: jorivera@ussecurityassociates.com

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U.S. SECURITY ASSOCIATES, INC.®

ISO 9001:2000
NATIONWIDE

CERTIFICATE OF AUTHORITY

I, L. J. Paul Lutz, certify that I am Vice President, General Counsel and Secretary of U. S. Security Associates, Inc., a Delaware corporation.

I further certify that pursuant to the by-laws of the corporation which were adopted by the Board of Directors by resolution dated, December 15, 1999, the corporation's executive officers are authorized to sign proposals and execute contracts for the materials and services to companies, educational institutions, government agencies in various states for the account of and in the name U. S. Security Associates, Inc.

I further certify that the executive officers are authorized to delegate the foregoing authority and that with respect to the Town of Lake Park, marina Security Services Contract RFP, such authority has been delegated to Jose Rivera, Branch Manager, Palm Beach.

SEAL

U.S. SECURITY ASSOCIATES, INC. CORPORATE SEAL 1993 DELAWARE

L. J. Paul Lutz
Vice President, General Counsel and Secretary

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, OFFERORS must present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. State of Florida - Department of Management Services Daytona Beach RSC	210 N. Palmetto Avenue Daytona Beach, FL 32114 Date(s) Service Provided 05/2008 to Present
Dave Corley	PHONE: (904) 359-3280 FAX:
2. State of Florida - Department of Management Services Dimick Building	111 S. Sapodilla Ave. West Palm Beach, FL 33401 Date(s) Service Provided 05/2008 to Present
Rodney Maxwell	PHONE: (561) 837-5126 FAX:
3. Northwood University	2600 N. Military Trail West Palm Beach, FL 33409 Date(s) Service Provided 06/2009 to Present
Robert Cabello, Dean of Students	PHONE: (561) 478-5551 FAX:
4. Miami-Dade College	500 College Terrace Homestead, FL 33030 Date(s) Service Provided 7/2006 to Present
Tania Garcia, Director of Campus Security	PHONE: (305) 237-5219 FAX:

DRUG FREE WORKPLACE

OFFERORS must present documentation that they have a Drug Free Workplace Program in place, and shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

OFFEROR's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am JOSE RIVERA of U.S. SECURITY ASSOC, the OFFEROR that has submitted a proposal to perform work for the following project:

Bid #: 101-2015 Bid Name: SECURITY SERVICES (UNARMED) LAKE PARK HARBOR MARINA

(2) I, the undersigned, hereby depose and state that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Jose Rivera
Signature

Subscribed and sworn to (or affirmed) before me this 28 day of April, 2015 by Jose Rivera, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: Holly Ann Weaver

Notary Name: Holly Ann Weaver
Notary Public-State of Florida

Notary Public State of Florida
Holly Ann Weaver
My Commission EE129223
Expires 09/11/2015

My Commission #: EE129223

Expires on: 09/11/2015

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Jose Rivera who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is Branch Mgr of U.S. Security Assoc., the OFFEROR that has submitted a proposal to perform work for the following:

Bid #: 101-2015 Bid Name: SECURITY SERVICES (UNARMED) LAKE PARK HARBOR MARINA

(2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said OFFEROR nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other OFFEROR, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other OFFEROR, firm or person to fix the price or prices in the attached bid or of any other OFFEROR, or to fix any overhead, profit or cost element of the bid price or the bid price of any other OFFEROR, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed contract, and;

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the OFFEROR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 28 day of April 2015 by Jose Rivera who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: Holly Ann Weaver

Notary Name: Holly Ann Weaver
Notary Public-State of Florida

Notary Public State of Florida
Holly Ann Weaver
My Commission EE129223
Expires 09/11/2015

My Commission #: EE129223
Expires on: 09/11/2015

NON-BANKRUPTCY AFFIDAVIT

STATE OF Florida)

COUNTY OF Palm Beach)

Jose Rivera **is an officer and member of the firm of** U.S. Security Assoc., **being first duly sworn, deposes and states that;**

1. **The subsequent certification statement is a true and accurate statement as of the date shown below.**

2. **The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the Town of Lake Park, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP #** 101-2015

3. **Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.**

Jose Rivera
Affiant Signature

Sworn to before me this 28 **day of** April, 2015 **by** Jose Rivera
(Name of affiant)

He/She is personally known to me or has produced _____ **as identification.**

Holly Ann Weaver
Signature of Notary

Holly Ann Weaver
Notary's Printed Name

09/11/2015
Expiration of Notary's Commission

Affix Seal Here:

Notary Public State of Florida
Holly Ann Weaver
My Commission EE129223
Expires 09/11/2015

CERTIFICATION OF NON-SEGREGATED FACILITIES

The OFFEROR certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The OFFEROR certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The OFFEROR agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The OFFEROR agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

U.S. Security Associates, Inc.

1750 N. Florida Mango Road, Suite 301

West Palm Beach, FL 33409

Signature

Jose Rivera, Branch Manager
Name and Title

April 28, 2015
Date

SEAL:

Notary Public State of Florida
Holly Ann Weaver
My Commission EE129223
Expires 09/11/2015

Notary Signature: Holly Ann Weaver

Notary Name: Holly Ann Weaver
Notary Public-State of Florida

My Commission #: EE129223

Expires on: 09/11/2015

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **TOWN OF LAKE PARK**
(print name of public entity)
by Jose Rivera, Branch Manager
(print individual's name and title)
for U.S. Security Associates, Inc.
(print name of entity submitting sworn statement)

2. Whose address is

1750 N. Florida Mango Road, Suite 301

West Palm Beach, FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is

22-3262806

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:

i. A predecessor or successor of a person convicted of a public entity crime; or
ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) **Florida Statutes**, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.

7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_X_ Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 28 day of April 2015 by Jose Rivera as Branch Manager of U.S. Security Assoc who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: Holly Ann Weaver

Notary Name Holly Ann Weaver

Notary Public – State of Florida

My Commission #: EE129223

Expires on: 09/11/2015

The balance of this page intentionally left blank.

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: The State of Florida Department of Management Services

Address: 4050 Esplanade Way

Tallahassee	FL	32399-0950
City	State	Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Dan Eberhart	Deputy Chief	(407) 999-5469	( )
2.		( )	( )
3.		( )	( )

DATE OF CONTRACT

Contract start date 03 / 17 / 2015 Contract expiration date 03 / 17 / 2017 (NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? ☒ YES ☐ NO

If yes, how long? 3 years

If yes, has the contract been extended or renewed? ☒ YES ☐ NO

If yes, how many times? 1

For how long has the contract time been extended 2008 contract began, 2 extensions, then renewed

Has your company ever requested a rate increase or additional compensation during the term of this contract? ☐ YES ☒ NO

If yes, please state the reason for the request and if the increase was granted?
*No - only as part of the bid

Starting Contract Amount NA - contract just started

Final Contract Amount _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: Northwood University

Address: 2600 N. Military Trail

West Palm Beach,	FL	33409
City	State	Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Robert Cabello	Dean of Students	(561) 478-5515	( )
2.		( )	( )
3.		( )	( )

DATE OF CONTRACT

Contract start date 06 / 24 / 2009 Contract expiration date 06 / 23 / 2010
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? ☒ YES ☐ NO

If yes, how long? 1 year renewals

If yes, has the contract been extended or renewed? ☒ YES ☐ NO

If yes, how many times? 5 times

For how long has the contract time been extended through 6/2015

Has your company ever requested a rate increase or additional compensation during the term of this contract? ☐ YES ☒ NO

If yes, please state the reason for the request and if the increase was granted?
NO - only as part of the renewal bid process

Starting Contract Amount confidential information

Final Contract Amount confidential information

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: Miami-Dade College

Address: 500 College Terrace

Homestead,	FL	33030
City	State	Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Tania Garcia	Director of Campus Security	(305) 237-5219	( )
2.		( )	( )
3.		( )	( )

DATE OF CONTRACT

Contract start date 07 / 01 / 2006 Contract expiration date 07 / 01 / 2007 (NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? ☒ YES ☐ NO

If yes, how long? 1 year renewals

If yes, has the contract been extended or renewed? ☒ YES ☐ NO

If yes, how many times? 8 times

For how long has the contract time been extended through 07/2015

Has your company ever requested a rate increase or additional compensation during the term of this contract? ☐ YES ☒ NO

If yes, please state the reason for the request and if the increase was granted?

No, only as part of the bid process

Starting Contract Amount confidential information

Final Contract Amount confidential information

Financial Stability

OFFEROR must demonstrate that it is a sustainable organization with the financial capability to service the TOWN for the term of the Agreement. To do this the OFFEROR will provide the following:

1) A completed and notarized Non-Bankruptcy Affidavit, and

2) Copies of the firm's three most recent financial statements which must include, at minimum: (a) a balance sheet, (b) an income statement, (c) a statement of each flow, and (d) a cover letter from the compiling accounting firm.

Litigation and Criminal Convictions

The OFFEROR must provide a summary of all civil litigation the company has been directly or indirectly involved in for the previous ten (10) years to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers' Compensation claims and/or employment related issues need not be reported.

The OFFEROR must also provide a summary of all criminal convictions and current indictments of the company and/or its officers for the previous ten (10) years to the present. The Pre-Qualification Committee may disqualify a OFFEROR with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, OFFERORs must submit completed Forms C1 and C2 and should provide any supporting documentation the OFFEROR believes is appropriate to clarify and support the information provided on Forms C1 and C2.

The balance of this page intentionally left blank.

C-1
Civil Litigation

Please provide a summary of any and all civil litigation your firm has been involved for the previous ten (10) years to the present. Include any and all litigation with government entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case: Please see our legal response following this form.
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with for the previous ten (10) years to the present. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description: Please see our legal response following this form.
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Legal Response

U.S. Security Associates is one of the largest contract security guard companies in the United States. From time to time, the Company is involved in tort, employment, or general business litigation, as is any company its size. Most such litigation is covered by general liability insurance. The Company is not currently involved in any litigation that threatens the Company's financial position. The Company is, from time-to-time, audited by state security guard industry regulators. Otherwise, with the exception of employment discrimination charges filed by employees or former employees and OFCCP audits arising out of the Company's status as a government contractor or subcontractor, the Company is not the subject of either state or Federal governmental investigation into its business practices. The rate of litigation and investigations arising out of the Company's general business operations and employment practices is low.

TOWN OF LAKE PARK
AND

_____

THIS CONTRACT, made this _____ day of _____, 201_, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and _____ a Florida Corporation, State of Florida License No._____:, FEID Number_____, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with 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, pursuant to Florida Statutes; and

WHEREAS, the TOWN has previously determined that there is a need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on _____, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's bid to be acceptable and the parties wish to enter into this Contract; and

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

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

1. **STATEMENT OF WORK**

1.1 **CONTRACTOR** shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR must have a current Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must also be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing prior to commencing work under

the Contract and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are set forth by the OFFEROR in the bid form.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

a) This Document and all amendments and addendums thereto.

b) CONTRACTOR'S Bid #101-2015

c) Contractor's Certificates of Insurance;

d) Invitation to Bid and completed Bid Documents

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a trained and competent superintendent ("Project Supervisor") to act as the CONTRACTOR's agent and to supervise patrols. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand standard business English. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands standard business English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Supervisor, provided for in Paragraph 5 above, the CONTRACTOR shall provide an emergency contact person, who speaks and understands standard business English, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100 percent of the total amount of the work to be performed under the Contract.

8. **INSURANCE REQUIREMENTS**

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in

compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million ($1,000,000.00) Dollars each accident; One Million ($1,000,000.00) Dollars disease-policy limit; and, One Million ($1,000,000.00) Dollars disease-each employee.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million ($1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate.

c. BUSINESS AUTO LIABILITY with minimum limits of one million ($1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

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

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

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

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. INDEMNIFICATION

9.1 For $100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any and all subcontractors proposed for the work with the bid documents for TOWN acceptance at the pre-commencement meeting. The CONTRACTOR shall not substitute any subcontractor without obtaining the prior written authorization by the TOWN. Nothing contained in the Contract shall create any contractual or employment relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with

applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes and Federal Excise Tax to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.

c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. FORCE MAJEURE

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. GRATUITIES

18.1 The CONTRACTOR hereby warrants that it has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. GOVERNING LAW AND VENUE

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. CONTRACT AMENDMENTS

20.1 This Contract may be amended only with the prior written approval of the parties.

21. NO WAIVER

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. NO ASSIGNMENT

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization by the TOWN.

23. ATTORNEY'S FEES

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. COMPLIANCE WITH LAWS

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) calendar days of such notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for competed work and as determined by the TOWN.

These payments shall constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. FUNDING

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

31. RIGHT TO AUDIT

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

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status,

familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training (including apprenticeship), promotion, demotion, discipline or dismissal of employees.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

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

Attention: Lake Park Harbor Marina Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

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

_____

_____

_____

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

By:_____
Vivian Mendez, Town Clerk, CMC

THE TOWN OF LAKE PARK

By:_____
James DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By:_____

Its:_____

SWORN TO and subscribed before me this _____ day of _____ 201_.

(Notary Seal)

_____
Notary Public

My Commission Expires: _____

About U.S. Security Associates

U.S. Security Associates (USA) was founded in 1993 by Charles Schneider, a former naval officer and graduate of Penn State and Harvard Business School. Schneider was President and Chief Operations Officer of one of the world's largest protective services organizations for 15 years before launching his own company.

In 1994, Schneider orchestrated the acquisition of U.S. Security Associates' legacy company, Advance Security Engineering, a security firm established in 1955. That acquisition served as the platform for our growth, complete with nearly four decades of history, infrastructure and client relationships. Today, Schneider remains at the helm of the company as chairman of the board, with Richard Wyckoff at his side as president and chief executive officer. Wyckoff is a graduate of Boston University and Harvard Business School with extensive management experience in Fortune 500 companies.

Our vision is for U.S. Security Associates to be the best in the business, not necessarily the biggest. But growth has been the natural byproduct of the company's focus on customer relationships, value and quality. Through a combination of organic growth and geographic and resource expansion, the company's financial strength and market share increase substantially year after year.

With $1.3 billion in 2014 revenue, U.S. Security Associates is now one of the largest security companies in the industry. The company operates through 160 domestic offices, international offices in Canada, Mexico and Puerto Rico, and multiple 24/7 command centers in the U.S. and Mexico. We provide security solutions for thousands of local, regional and national clients in the United States and around the world, and our client retention rate is over 94%. U.S. Security Associates is currently providing career paths for 48,000+ security professionals, with a combination of compensation, benefits, incentives and advancement opportunities that has kept employee turnover at a mere fraction of the security industry average.

We can meet our clients' security and risk management needs around the world through our internal resources and a global network of strategic partners. Beyond uniformed protection, we offer a full range of security and risk mitigation services, including consulting and investigations, emergency response, executive protection and specialized training. Our consulting and investigations team includes many of the industry's most sought-after subject matter experts, who have been called upon to perform sensitive work in more than 100 countries. Following are some of the benefits that differentiate U.S. Security Associates in the marketplace.

Corporate Office
200 Mansell Court, Fifth Floor
Roswell, GA 30076
(866) 735-9418
www.ussecurityassociates.com

Palm Beach Office
1750 N. Florida Mango Road, Suite 301
West Palm Beach, FL 33409
(561) 689-2133

The Palm Beach office of U.S. Security Associates currently runs approximately 12,000 hours per week of service, with a goal of 10% growth during 2015. The continued growth of the Palm Beach office would only have a positive impact on our relationship with the Town of Lake Park.

Quality Assurance

U.S. Security Associates' achievements during the last decade reflect our commitment to raising the bar in every process that impacts the quality of our service, from employee selection to training to management and beyond. In December 2004, U.S. Security Associates became the first uniformed security company to be certified ISO 9001:2000 at our corporate headquarters and all of our field offices. We continue to maintain the certification in

accordance with the current ISO 9001:2008 standard. In simplified terms, ISO 9000 is a family of management standards applicable to any service or product, established by the International Organization for Standardization. The standards focus on quality and relate to a company's ability to satisfy customer needs and meet regulatory requirements, while achieving and improving customer satisfaction. Our certification provides third party validation that our security services delivery processes meet a globally accepted standard of quality management.

Training Excellence

U.S. Security Associates has been twice recognized as one of the world's best training and development companies by the American Society for Training and Development (ASTD). We have been named a Top 125 Training Company by *Training* magazine every year since 2007.

We have been selected as a World Class Customer Service honoree by Smart Business Network. We have won the Best in Rewards and Recognition Bronze Award and the Best Talent Acquisition Process Bronze Award in the Brandon Hall Group Excellence Awards Program. We also consistently rank among the *G.I. Jobs* Military Friendly Employers® and recently joined the *G.I. Jobs* list of Top 50 Military Friendly Spouse Employers®. According to *U.S. Veterans Magazine*, we are among the Best of the Best Top Veteran Friendly Companies.

Innovative Technology

From mid-century roots when landline telephones, walkie-talkies and binoculars were the most sophisticated technology available, U.S. Security Associates now employs leading-edge security management technology for everything from employee selection and development to payroll and field accountability.

U.S. Security Associates' exponential growth, our market strength and our customers themselves might suggest that we have already arrived at our goal of being the best in the business. Yet the philosophy that has fueled our success to date is that we are never "good enough." At the heart of our company culture is a relentless drive to be better tomorrow than we are today.

Organization and Management

Our strategic focus on security services in North America optimizes our capacity to support our rapidly developing base of clients and operations with effective infrastructure, superior processes and comprehensive solutions. As we grow, we are determined to continue delivering each client the best of small company customer service and big business added value, including:

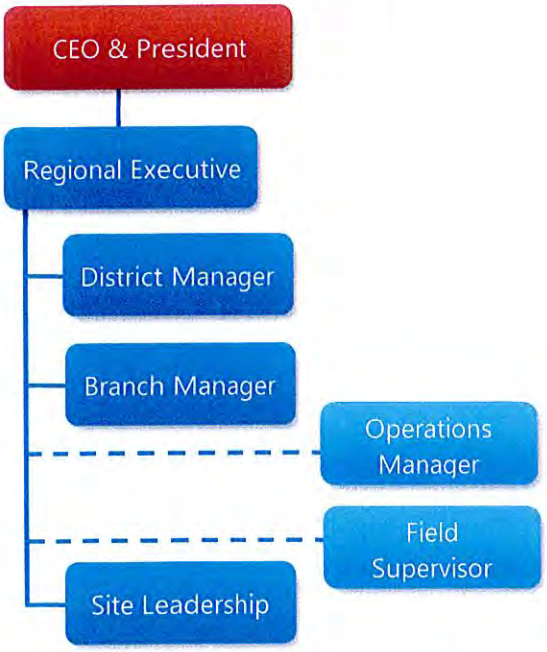
- Single source comprehensive security and risk management services
- Diverse internal expertise
- Competitive hiring strength
- Security Academy and custom training capability
- Leading-edge security management technology
- In-house technology development
- Emergency response resources
- National footprint and presence in Canada and Mexico
- National accounts program
- Worldwide network of security and law enforcement contacts
- Financial stability

Organizational Infrastructure

U.S. Security Associates is divided geographically into four regions. Each region is led by a president who reports directly to our CEO. Each regional executive provides management and oversight of a designated group of branch office locations.

Depending on the geography and branch distribution of the region, the executive in charge may appoint one or more district managers to provide additional coverage of certain offices.

Each office location is run by a branch manager. The branch manager is responsible for internal branch operations and for the branch's book of business.



Regions

Southern	*FL, GA, SC, NC, TN, AR, MS, AL, LA, TX, OK, NM, CO*
Western	*CA, OR, WA, ID, MT, WY, UT, AZ, NV, HI*
Northern	*NJ, RI, MA, NY, VT, NH, DE, MD, DC, WV, VA, ME, CT*
Midwest/ Metro	*NYC, PA, OH, IN, IL, MI, KY, WI, IA, MO, ND, SD, KS, MN, PR NEW,*

A short chain of command and clearly delineated roles means a high-performing, cohesive management team.

Infrastructure under the branch manager varies based on branch hours and on each regional leader's management strategy. Most branch operations teams include field supervisors or operations managers, or both (the primary

difference being that operations managers meet with clients and field supervisors do not). Branch office teams typically include people in administrative, human resources and/or training positions, or in positions that combine roles.

The chain of command is short, with three levels of off-site management at most – field management, branch management, and regional management. To keep communication simple for clients with multiple sites, we formally designate a single, convenient point of contact.

We empower our on-site leaders as much as possible, to support immediate action and resolution and to promote the site team's ownership of and investment in the operation. The site leader has direct access to support at the branch or regional level. Our account management team is only one step removed from senior management, a structure that lends itself to a cohesive team and effective communication.

Your Management Team

Executive Leadership

Your location to be covered under this proposal falls within USA's Southern Region. As President of the Region, Hank Hiday will be the senior leader on your management team. Hiday is one of four regional executives who manage and sustain streamlined processes and quality standards at the national level. Hiday and the other regional executives serve as key advisors to our corporate office on benchmarking, best practices and cost reduction opportunities, based on insights they gain through oversight of multiple branches across broad geographic areas.

For your contract, Hiday will drive accountability, coordinate action plans, and lend executive support to speed up issue resolution. He can quickly leverage resources to address concerns communicated directly by you or through your account team.

Branch Office Support

Your site will be supported by our Palm Beach branch office location. Jose Rivera is our Branch Manager in Palm Beach. Jose oversees all operations and supports all USA employees and clients within the Palm Beach branch office's territory. Jose's primary responsibilities as Branch Manager include:

- Account management – Developing relationships with clients, defining their needs and setting up the accounts to meet those needs
- Supervision of operations managers and site supervisors – Establishing and overseeing standards of performance and service delivery
- Communications – Relaying information to clients and communicating client needs with site supervisors
- Training – Ensuring an appropriate, comprehensive training program is developed and implemented for each client facility
- Personnel management – Establishing the profiles of the personnel to be assigned to client facilities, recruiting new personnel, and screening prospective employees

Command Center Support

At corporate headquarters in Roswell, Georgia, USA operates the Command Center that serves as the central hub for 24/7/365 monitoring and support of security service operations enterprise-wide. Through USA's patented technology, open post alarms and tour exception alerts are monitored in real-time by Command Center operators who respond immediately and follow through to resolution with the servicing branch. The Command Center is also responsible for: dispatch and communications; emergency response; alarm monitoring and assessment; incident management and

reporting; enterprise-wide notification and escalation for major incidents; and managing the temporary guard service Priority Hot Line for national account and loss prevention program clients. USA also operates a dedicated West Coast Regional Dispatch Center in San Diego.

Site Leadership

The Operations Manager will be the key contact for your site. The primary role of the Operations Manager is to ensure the site team achieves or exceeds service level expectations. Operations Managers report to the branch manager and receive strong support from the branch team to ensure that the necessary resources are in place.

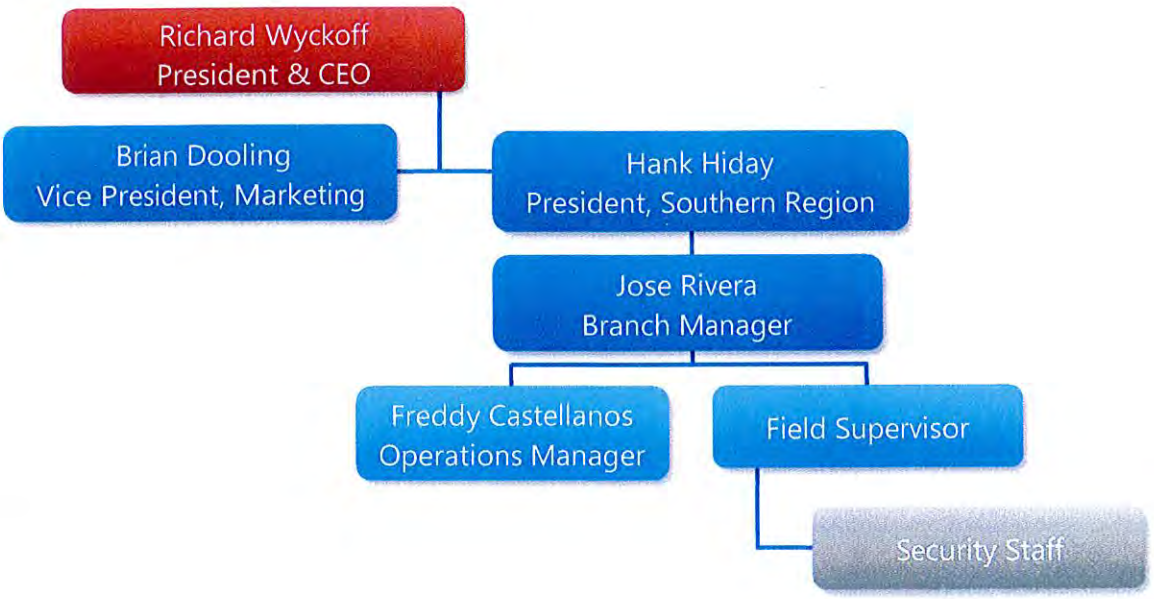
Operations Manager responsibilities include:

- Interviewing all new officers to ensure they meet client and site guidelines
- Training officers for site-specific requirements
- Forecasting personnel needs for normal operations, seasonal surges and special events
- Adjusting schedules to accommodate changes on short notice
- Meeting regularly with the client to review current and future security activities
- Revising post orders to specifically meet client's security objectives
- Inspecting security officers for a professional appearance
- Inspecting equipment to make sure it is functioning correctly
- Working with the branch management team to develop or strengthen client relations and improve customer satisfaction

In addition to the responsibilities identified above, operations managers are fully accountable for establishing protocols and job goals, and teaching officers to work independently, to be accountable for their assignments, and to improve their service delivery skills. Our operations managers must strike a fine balance between practicing a teamwork style of management to maximize officer productivity and maintaining their authority to control the premises as the senior leader for your site.

Screening and selection of candidates for supervisory positions will be conducted through our Palm Beach office, with Branch Manager Jose Rivera leading the hiring effort.

Local Organization and Biographies



Hank R. Hiday
President, Southern Region

Highlight of Qualifications
- 40 years of security experience

Professional Experience
- Proprietor (National Security Company)
- President, Executive V.P., Gulf Business Unit (National Security Corporation)
- District Manager (National Bank)

Affiliations/Memberships
- American Society of Industrial Security (ASIS)
- F.B.I. National Academy Associates (FBINA)

Education/Certifications
- University of Phoenix, MA, Organizational Management
- Florida State University, BS, Criminology
- FBI National Academy

Hank Hiday has led U.S. Security Associates' Southern Region for over a decade. As President of the region, he is responsible for providing direction, coordination and implementation of the business and marketing strategy for the region.

Hiday is one of the company's most accomplished and seasoned resources, with nearly 40 years of security industry experience to share with the new talent rising up through the ranks. Hiday's professional achievements, life experience and client rapport have earned the loyalty and advocacy of clients throughout the Southern Division.

Hiday's focus on problem-solving earned him a promotion from his position as President of the Southeast Business Unit. Prior to that, he served as District Manager for the North Florida Region. Before joining USA, he acted as proprietor of another security organization. Previously he was Executive Vice President and, later, President of a business unit for another nationally known security company. Hiday first moved into the security industry as District Manager of Guard Services for one of the nation's most well-respected banks.

Hiday is a graduate of the FBI National Academy in Quantico, VA. He earned his Bachelor of Science degree from the Florida State University School of Criminology. He went on to obtain his Master's degree in Organizational Management from the University of Phoenix Graduate Business Program.

In addition, Hiday is a member of the American Society of Industrial Security and the F.B.I. National Academy Associates. He was specially appointed as a member of the Clay County, FL Development Authority for Security from 1994-1999.

Jose Rivera
Branch Manager

Highlight of Qualifications
- 10 years contract security management experience
- 13 years law enforcement experience

Affiliations
- ASIS Member
- NAIS Member
- Fraternal Order of Police

Education/Certifications
- Licensed Security Officer and Security Officer Instructor
- Licensed Agency Manager and Private Investigator
- Licensed for Statewide Firearms and Concealed Weapons
- Licensed NRA Instructor and Chief Range Safety Officer
- Certified by U.S. Customs to enforce Federal laws
- Criminal Investigations, Allentown Police Academy
- PA State Certification

Jose Rivera is Branch Manager of U.S. Security Associates' Palm Beach location, which supports approximately 13,000 hours per week of coverage. As Branch Manager, Rivera is responsible for managing branch operations, personnel and budget, and supporting new business development initiatives. He is active in servicing the branch's existing client portfolio, with duties ranging from monitoring contract compliance to implementing quality management plans, training and customized security programs.

Rivera brings 24 years of law enforcement and security management experience to the U.S. Security Associates team. Prior to joining USSA, Rivera was National Account Manager for a nationwide client. In this role, Rivera coordinated administrative and operational functions, managed site managers and security professional across the U.S., facilitated their emergency security operation center, lead complex and sensitive investigations, and implements safeguards for protection of information and property.

Rivera is a performance driven leader with broad expertise in business and operations of security services. His hands-on law enforcement experience provides him with a depth of knowledge needed to formulate plans and assess risk. Rivera continues to build a culture of innovation and success through continuous improvement, team work and performance management.

Freddy Castellanos
Operations Manager

Highlight of Qualifications

- 6+ years of Management Experience
- 17+ years contract security experience

Certifications/Affiliations

- Homeland Security, Operations & Logistics
- ASIS International

Education

- Jersey City University, Business Management
- CCV University, Venezuela, Accounting and Finance

Freddy Castellanos is an Operations Manager with U.S. Security Associates' West Palm Beach branch office. As Operations Manager, Castellanos is responsible for hiring and scheduling of all guards and also effective management of all aspects of the physical security of the clients' sites. He is active in ensuring that the necessary protections are in place for all existing clients and that each client's core business is properly protected against threats.

Prior to joining U.S. Security Associates, Castellanos spent 16 years in the contract security industry. Starting as an Assistant Security Director, Castellanos worked his way through the ranks to Director, Operations Manager and finally Project Manager. In his previous role, Castellanos managed and executed projects relating to customer service and retention, staff supervision and special project planning, implementation and execution.

Recruitment and Selection

As soon as possible following award of business, key members of our local service team visit the site, observe security posts, routes, and the general environment, and confirm position-specific scopes and requirements. **Position descriptions and recruiting plans are developed to target the most promising candidates for each position on the team**, taking into account everything from site location and culture to facility layout and design to the complexity of the duties required for the job.

We profile individual skill sets and personality traits to match people to positions where they are most likely to succeed. As a service provider, our "product" is people. Selecting the right people is critical, because they are the living embodiment of everything we stand for as a company. We are seeking ambassadors for a world class customer service culture. In the Brandon Hall Group Excellence Awards, we have won a **Bronze Award for Best Talent Acquisition Process**.

Recruiting Sources

We choose our recruiting sources for each account based on a combination of factors. These include your preferences, the nature of the work, the site location, and the recruitment channels that historically have generated the best results in the area.

Incumbent Personnel

With your approval, we start our talent search with your incumbent team. **Retaining the site knowledge and experience of incumbent officers is a top priority.** Transitioning officers must meet the same hiring requirements as new recruits, but we extend as much consideration, support and encouragement as possible to facilitate positive outcomes.

Internal Transfers

Our local management team may recommend internal candidates for openings that are not filled by incumbent officers. We occasionally transfer deserving employees to provide advancement opportunities, or to reduce the hardship of a difficult commute.

Military Sourcing

U.S. Security Associates actively and deliberately recruits men and women who have served in the armed forces. **Veterans make up 14% of the company's total workforce**, a strong showing considering that they represent less than 8% of the entire U.S. labor force, according to the Department of Labor's most recent statistics. *U.S. Veterans Magazine* has named U.S. Security Associates one of the Best of the Best Top Veteran Friendly Companies.

The company is consistently selected among the *G.I. Jobs* Military Friendly Employers® and is also among the *G.I. Jobs* Top 50 Military Friendly Spouse Employers.

Through partnerships with military employment groups, USA is working to connect more veterans with careers where they can deploy their leadership skills and training on the home front. USA is involved with Warriors to Work, Employer Partnership of the Armed Forces, Employer Support of the Guard and Reserve, the U.S. Chamber of Commerce "Hiring Our Heroes" program and RecruitMilitary. Exhibiting through RecruitMilitary hiring fairs gives USA great exposure to highly qualified and motivated military veterans.

Digital Recruiting

We reach a broad audience of potential employment candidates through **online recruiting with Indeed.com, SimplyHired.com, and social media sites like LinkedIn, Facebook, and Twitter**. The advanced tools and resources

available through these global providers attract tens of millions of job seekers every month. Digital posting of job openings helps us to reach many candidates from customer service and hospitality backgrounds who otherwise might not be exposed to opportunities in the security profession.

Other Sources

Traditional recruiting through newspapers, military bases, universities and job fairs still has its place. Our branch office employees also nurture relationships with local placement agencies and community organizations to keep recruiting channels open and productive.

Pre-Qualification

Our qualifications for employment include the following, at minimum:

- must be a US citizen or an alien lawfully authorized to work in the United States
- must pass a background check and drug screen
- must be willing to pass medical and/or psychological tests as a condition of employment or continued employment (including tests for substance abuse)
- must have an honorable discharge from military (if served)
- must meet minimum requirements of state licensing for security guard employment
- must be at least 18 years of age (21 for some positions)
- must have a reliable means of communication (i.e., home phone or cell phone)
- must have reliable means of transportation to and from work
- must be able to effectively speak, read, and write English
- must maintain a neat hairstyle, cut short enough or styled sufficiently to prevent it from standing out when the uniform cap or hat is worn or from extending below the top of the shirt or jacket collar
- must refrain from wearing earrings, necklaces, or jewelry in the nose, eyebrows, lips, tongue, or other extremities
- must be clean-shaven except for neatly trimmed mustache, unless mustaches are prohibited by client (e.g., when they might interfere with wearing special safety masks)*
- must furnish black socks and plain-toed black shoes in good condition, to be worn with uniform
- if employed full-time, must be able to work overtime and on various shifts as needed, including weekends and holidays*

**Reasonable accommodation based on religious beliefs or medical need will be considered on a case-by-case basis.*

U.S. Security Associates, Inc. is an equal opportunity employer. We do not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status, or sexual orientation. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, and benefits.

If there are any requirements unique to the site and/or to the individual site positions, these are shared with prospective employees as well. Candidates who confirm that they meet the basic requirements are asked to fill out the voluntary applicant tracking form, providing identifying information, including race and sex, for entry into U.S. Security Associates' Applicant Tracking System per the requirements of the Department of Labor, Office of Federal Contract Compliance.

If the branch employee conducting interviews is available, the candidate is interviewed right away. The interviewer evaluates the applicant's communication skills, appearance, and personal history and determines whether the

applicant is a viable candidate for the position. Candidates who meet the pre-qualifying standards are subject to rigorous selection procedures.

Background Investigation

Our background investigation of each employee includes the following, at a minimum.

- **Verification of United States Citizenship or Authorization to Work**
  I-9 and E-Verify
- **Criminal Record Check, 7-Year**
  Social Security, Terrorist, Sex Offender, Federal and National Database Searches
- **Drug Screening Program, 5-Panel**
  Pre-employment and Testing for Cause
- **Reference Checks, 5-Year**
  Employment, Education and Military
- **Pre-Assignment Training and Testing**
  12 modules developed by USA Security Academy and/or Client-Specific
- **Client Contract Compliance Requirements**

Our minimum qualifications and requirements can be modified through our Client Contract Compliance program to match the client's needs. For instance, we could provide drug tests and/or criminal record checks annually, use a broader-panel drug test, investigate criminal history for a period longer than seven years, etc.

Quality Control

U.S. Security Associates eliminates the possibility of shortcuts or exceptions to our employee selection standards with IT-based quality controls. USA's Past Positive® system provides a double-check on the local office, confirming that the branch team has completed every step of the investigation process and transmitted the following documentation into the Past Positive® system.

Pre-Assignment Documentation Required:
– Form I9 and supporting documents
– E-verify report
– Applicant consent forms
– Criminal records check by approved vendor or guard license in states that run state and FBI fingerprint check for licensing
– Drug screening consent and release form and drug test result
– Guard license or registration forms in states where required
– Pre-assignment training – USA Security Academy training or training completion document in states with different requirements
– USA OJT training certificate or training completion document in states with different requirements
– State mandated annual/ongoing training completion document in states where applicable
– 5 years of reference data – employers, educational institutions, military history
– California meal waiver form for officers in CA
– Client contract requirement documents (e.g., annual drug screen or annual criminal record check)
– Current motor vehicle history record check and driver's license for officers with driving responsibilities
– Security clearance if required
– Armed guard license/permit, firearm training and psychological test for clients who require armed officers

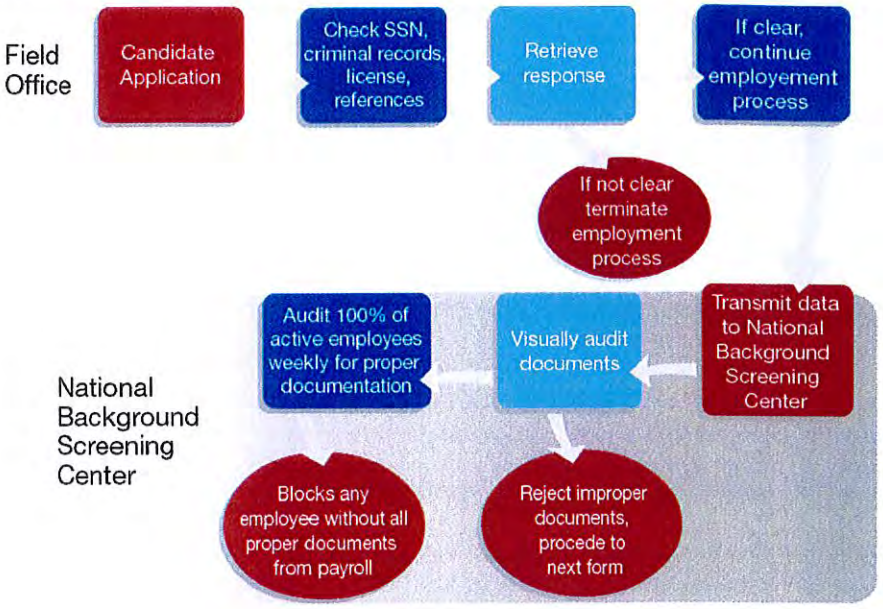
Daily, the Past Positive® system scans every employee social security number in payroll for exceptions to the required paperwork. Training compliance reports are typically run on a daily basis, and the report on licensing compliance is run once per week.

Disqualifying criminal records, incomplete paperwork, failed training, and expired work eligibility or licenses trigger branch notifications and block employees from payroll. Branches are subject to a fine for every person who appears on a non-compliance report for two or more weeks.

Over 98% of all employee records are found compliant. Our goal is 100% compliance.

Our Past Positive® technology verifies that the required documentation for every employee has been transmitted into the system. Then, **our compliance review team thoroughly examines each element of documentation for completeness and accuracy**, ensuring that all screening checks have been completed and confirming that the results exceed a defined standard. Incomplete documents are returned to the branch for correction.

Past Positive® Background Verification System



Past Positive® blocks employees from the payroll system for disqualifying criminal records, missing paperwork, failed training, and expired work eligibility or licenses.

The checks and balances provided by our Past Positive® system demonstrate our commitment to system-wide compliance and swift correction of any deviation. Past Positive® creates a closed loop on our background screening processes.

Training and Development

U.S. Security Associates develops the knowledge and skill sets of our employees through an award-winning training process and a thriving learning culture. USA is part of an elite group of 30 organizations from around the world, including many Fortune 500 firms, who have been honored in the American Society for Training and Development (ASTD) BEST Awards competition. The ASTD BEST Awards recognize organizations that set the standard of excellence for exceptional learning practices and demonstrate through enterprise-wide success that a skilled workforce is vital to achieving results.

U.S. Security Associates has been recognized twice in the ASTD BEST competition and has received *Training* magazine's Top 125 Award every year since 2007.

USA Security Academy

The USA Security Academy trains more than 50,000 employees every year via a live training platform from our state-of-the-art training studio. Professional USA Security Academy trainers use two-way video and voice collaboration over the internet to deliver training of every type, including Security Officer Basic Training (SOBT), custom-developed client-specific content, supervisory training and administrative and management programs.

USA Security Academy leverages technology to deliver centralized, consistent, comprehensive training through live, interactive training programs. There are three basic types of eLearning platforms available through USA Security Academy:

Live Training – Live training is conducted through our online virtual classroom called "eTutor". With eTutor, a true classroom environment is created, where professional trainers use live 2-way video feed combined with 2-way audio, live chat and voice over IP. Students use hand-held "remotes" to interact with the instructor and to complete testing on each module. The functionality of live training via eTutor in terms of ramping up quickly for emergencies contributed to ASTD's recognition of USA in the 2012 BEST Awards.

Our live training has many advantages:

- The classroom environment encourages trainer-student interactivity.
- Trainer visually monitors and responds to students' level of interest/engagement.
- Centralization gives the training and testing process consistency.
- Trainer can confirm the number of attendees.
- Students are motivated by peer pressure to participate and test well.
- Trainers are able to deliver up-to-the-minute information, whether it's the status of a facility or Homeland Security threat assessment levels.

Web-Based Training - These are recorded training modules streamed via our Learning Management Web (LMW). Using a company assigned login, employees can access a "library" choosing from approximately 100 subjects ranging from SOBT to management training. Some of these courses are videos of LIVE sessions. Others are interactive, challenging the learner with pop quizzes and learning games. Most sessions come with an online test to verify comprehension of the subject matter.

Downloadable Recorded Training – Most training now is either live or web-based featuring electronic testing. There is still a limited selection of recorded sessions that are basically downloadable virtual "CD's" with a printable test and answer key for hand grading at the branch.

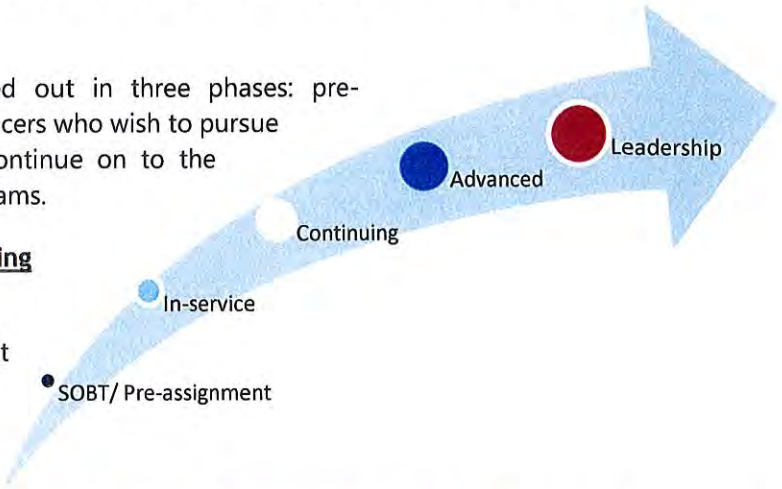
USA Security Academy Staff

The USA Security Academy features a full time staff of professional trainers, developers, and field administrative support personnel. All USA Security Academy instructors are required to complete 80 hours of learning to receive their initial certification. This is a combination of SOBT, California state training and OJT.

When not conducting live training on a daily basis, the Academy staff members are constantly at work developing new training courses and methods of delivery to keep up with the rapidly changing demands of the industry.

Training Programs

Training for uniformed security officers is rolled out in three phases: pre-assignment, on-the-job, and in-service training. Officers who wish to pursue opportunities in supervision and management continue on to the Academy's advanced training and leadership programs.



Security Officer Basic and State-Mandated Training (SOBT)

U.S. Security Associates requires a minimum of eight hours of pre-assignment training, delivered live through USA Security Academy Security Officer Basic Training in most states. **Our mandatory SOBT instills a fundamental working knowledge of the officer's responsibilities, reduces on-site errors and improves productivity.** All officer candidates must pass testing on all 12 units of the SOBT training to be eligible for employment. Candidates who fail SOBT testing on any module twice cannot be hired and are blocked from payroll.

On-the-Job (OJT) Training

All assigned security personnel are required to complete an On-the-Job Training (OJT) Program created during transition specifically to meet client needs. **The OJT curriculum includes site orientation, post orders, client policies, safety plans, emergency procedures and public relations.** Supervisory personnel receive in-depth instruction and support from branch and regional training resources or a site-dedicated trainer to facilitate their success in training the officers reporting to them.

When approved and feasible, security officers assigned to nearby sites are included in site specific training events to build a pool of on-demand qualified candidates for backup purposes. Classes are scheduled into the transition project timeline for any specialized certifications or incremental training required by the service agreement.

In-Service Training

We can custom-design in-service training to fit any goal and budget. Because in-service training reduces turnover, improves productivity and morale, and helps minimize liability and exposure, we encourage clients to take advantage of the wealth of resources we offer.

The Daily Trainer is in-service training available to every client at no cost. With this technology, security officers call a toll-free number daily to answer a site-specific question relative to post orders, critical security factors, important visitors, new threats, or any client-specified topic. If an officer answers incorrectly, an explanation of the correct response provides training reinforcement. Officer responses are stored for site management to evaluate and provide coaching as needed.

The Daily Trainer also provides a forum for communication of important news and messages.

Our team can work with clients to custom-build an in-service training program featuring a strategic combination of learning material drawn from more than 100 course titles in our multi-media library. Retail training programs are among the many course options available.

Sampling of Elective Training and Personal Development Courses	
– Access Control and Physical Security (90 min)	– Active Shooter (45 min)
– Advanced Report Writing (2 hrs)	– Anti-Terrorism (45 min)
– Baggage Inspection Training	– Behavioral Pattern Recognition (45 min)
– Bloodborne Pathogens (1 hr)	– Campus Security (1 hr)
– CFATS (Chemical Facility Anti-Terrorism Standards) (1 hr)	– Communications (4 hrs)
– Company Policies and Orientation (2 hrs)	– Concierge Service Excellence (2 hrs)
– Conflict Management/Managing Aggressive Behavior (90 min)	– Crowd Control and Special Event Security (1 hr)
– Customer Service (40 min)	– C-TPAT (5 hrs)
– DHS Chemical Security Awareness Training (45 min)	– DHS Chemical Vulnerability Information (30 min)
– DHS CFATS Compliance Training (1 hr)	– DHS Workplace Security Awareness (45 min)
– DOT HAZMAT (4 hr)	– Door Greeter (Compass) (1 hr)
– Driver Safety (1 hr)	– Egress and Fire Protection (1 hr)
– Emergency Response (1 hr)	– Healthcare – Section I (2 hr), Section II (3 hrs), Section III (2 hr)
– Liability and Legal Aspects (3.5 hr)	– Loss Prevention Associate Training (8 hr)
– Maritime (MARSEC) Training for Seaport Facilities (8 hr)	– Medical Emergencies (2 hr)
– Observation and Documentation (2 hr)	– Organized Retail Crime (ORC) (1 hr)
– Personal Safety and Awareness (1 hr)	– Post Orders and Assignments (2 hr)
– Post-Positive (30 min)	– Public Relations (2 hr)
– Screening Procedures (1.5 hr)	– Sexual Harassment Avoidance Training (Single-State, 45 min)
– Sexual Harassment Avoidance (Multi-State, 2 hr)	– Train the Trainer – Training Security Officers (2 hr)
– Upscale Corporate Security (1 hr)	– Walking and Working Surfaces (1 hr)
– Workplace Violence (1 hr)	

In-service training supports our goal of encouraging officers to seek long term careers with U.S. Security Associates. Personal goals and objectives are established early in each officer's employment, and supervisors are accountable for supporting and encouraging their officers' individual development through ongoing coaching and mentoring.

Supervisory Training

To advance to a supervisory position, officers are required to pass all eight modules of U.S. Security Associates' Supervisory Training course.

1. Introduction to the Role of Supervisor
2. Principles of Leadership
3. Customer Service
4. Time Management and Organizational Skills
5. Negotiation Skills and Conflict Management
6. Managing and Motivating Your Officers
7. Alcohol, Drug, and Substance Abuse
8. Legal Issues for Supervisors
9. Workplace Safety for Supervisors

In addition to the nine supervisory training modules, the following courses are mandatory for supervisors and managers.

Administrative/Operations and Procedures Training (AOP) (8 hrs)

The Administrative/Operations and Procedures Training is a required track of training for all administrative and operations personnel. The AOP track consists of fourteen short trainings varying in length between 20 minutes and 1 hour ending with a ten question test. The subjects covered are Company Overview, Administrative Department Overview, Fleet, Administrative/ Management Processing, Benefits Administration, USA Security Academy, ISO Certification/ Quality Audits, MIS Organization/Services, Tour Positive/Responsive Mgmt/Visitor Mgmt System/Guest Verification System, Command Center/Post-Positive, Past Positive, Client Master, Payroll Overview and WC/EEO/OFCCP Complaints/Audits Human Resources/Personnel Action.

Sexual Harassment Avoidance Training (45 min or 2 hr Multi-State)

Sexual harassment can have a very negative impact on victims, offenders, and the company in which the offense occurs. Our company has a very clear policy on the issue of sexual harassment, outlining guidelines to deal with this issue. Every manager is accountable for knowing these policies, as well as the laws, guidelines, and resources for correcting, preventing, and investigating sexual harassment complaints. In this course, management personnel will learn about the areas of prohibited conduct and important points towards reducing liability. Company managers will further learn about their responsibilities in preventing and responding properly to sexual harassment. This is mandatory pre-assignment training for all new supervisory level personnel, and is an annual requirement for all management personnel. We offer two-hour course for our management personnel in the States of California, Connecticut and Maine.

Management Training

USA's holistic approach to management training was specifically highlighted by ASTD as a contributing factor in our recognition in the BEST Awards. **Our unique Success Profile Initiative (SPI) is the foundation of an end-to-end approach that links training, development and performance management.** Through in-depth analysis of surveys, interviews, resumes and performance data, we have developed a Success Profile – a profile of a successful USA branch manager. The content for our management training program is based on the Success Profile Initiative.

Every 6 months, new branch managers and high-potential operations managers are invited to headquarters for 2.5 days of intensive training, targeted toward building strengths in areas where the company's highest performing branch managers are strongest. The training sessions are led by subject matter experts whose areas of expertise are ultimately those that predict the success of the branch manager. These might be corporate personnel or exemplars from among our most successful branch managers. For instance, a receivable director might spend a session explaining the billing process; supporting a better understanding of this process in our branch managers drives client retention. A branch manager who has historically been strong in sales and growth might lead a session and share insights into client retention from a different angle. Below are examples of typical management training sessions.

Management Training Session Examples
– Administration Department Overview
– WC Program, EEO and OFCCP Complaints and Audits, Human Resources, Personnel Actions
– Benefits Administration
– Compliance Overview
– Contract Review Process
– Marketing and Client Dedicated Branch
– Tour Positive, Responsive Management, Visitor Management System, Guest Verification System, Daily Trainer, How to Demonstrate Tour Positive

- Command Center / Post-Positive
- AR and Collections
- Payroll and Billing Process
- Organizational Structure/Cash Management/Managing Profitability/HIRE Act
- Reducing Unpaid Overtime
- Fleet Management
- P/L Accounting, AP and UC Management
- Effective Use of Reports
- Loss Prevention
- ISO
- USA Security Academy/Forms Processing
- Credit/Collections
- Internal Audits
- Client Retention
- Workman's Compensation's Influence on Profitability

Based on the Success Profile Initiative and predictive or performance-based competency maps, the USA Security Academy Staff can design advanced tracks for management training so that training can be targeted to each individual's personal areas of weakness.

Quality Control

Technology provides many quality controls for the process by which we train security officers, supervisors and management staff.

eTutor Live Training Platform – Our centralized web-based training enables us to control quality through the delivery of consistent, uniform training on a large scale, in a stimulating classroom environment.

Past Positive® System Training Record Checks – In conjunction with our Past Positive® system, training compliance reports are typically run on a daily basis. Missing documents or other compliance issues trigger notifications to the branch office and blocking of the employee from payroll.

LMS Record Reviews – All training documentation is carefully reviewed by a compliance team dedicated to ensuring that exceptions to compliance with company policy, regulatory requirements and client specifications do not slip through the cracks. Past Positive® confirms that documentation is on file; the Compliance team examines the content of the documentation.

Client Access – Our SIS technology allows clients to verify training compliance for any officer or all officers at any time.

Our integrated technologies form an intricate network of checks and balances that enhance and reinforce our training and development processes.

Implementation of Service

U.S. Security Associates executes the transition at each new site in accordance with our proven strategic integration model. Our model is designed to achieve a seamless transfer of operations, retain qualified talent, and form the basis for a close, working relationship between our account team and client representatives. Our model has evolved over decades, based on lessons learned through thousands of site start-ups, and we are continuously improving and refining our approach to reflect best practices.

We roll out service through four primary phases:

1. mobilization,
2. verification and documentation,
3. process initiation, and
4. implementation.

We create a client-specific, site-specific transition plan with a timeline for key tasks and milestones.

Mobilization

Upon award of contract, U.S. Security Associates rapidly mobilizes resources to support the transition. We form a transition team that includes key account managers, local office staff and corporate support. Resources allocated to transition vary based on the complexity and scope of work, but **every transition team includes expertise in operations, human resources, training, payroll and benefits, and procurement.**

At the earliest opportunity, we coordinate an initial planning meeting between the U.S. Security Associates transition team and client representatives. A key goal for this important meeting is to translate our integration model into a client-specific, site-specific transition plan. Working backward from the target implementation date, we establish a timeline for key transition tasks and milestones. **We schedule progress review meetings with the client at least once per week**, a practice that helps keep progress on track and in alignment with client goals and expectations. Transition team members provide internal status updates daily, minimizing the risk of surprises and enabling senior team members to provide close oversight and facilitate the team's efforts productively.

Verification and Documentation

In preparation to transition service, team members establish a comprehensive understanding of existing site security operations and contract requirements. They begin the process by touring facilities and reviewing and updating post orders, policies, safety plans and emergency procedures. Site knowledge gained through this process provides the foundation for site-specific training. Staffing specifications and training requirements are confirmed, forming the basis for development of the recruiting plan and the training program. Uniform and equipment needs are identified, with the detail necessary to inform procurement efforts. The client's technology integration goals (e.g., Tour Positive®, Post-Positive®, Daily Trainer, etc.) are confirmed and factored into the transition team's task checklists. The client's vacation policy and billing terms are communicated internally for proper billing and payroll setup.

Through this phase of the transition process, the team documents and confirms the requirements that collectively provide the roadmap for our service. We keep the lines of communication open with the client, encouraging dialogue spanning the full scope of security operations, as we submit procedural document revisions for approval, review personnel and training specifications, identify uniform and equipment needs, and explore technology options.

Process Initiation

In the third phase of the transition process, we launch recruiting efforts, conduct interviews, background screening and drug tests, and select the most promising, qualified candidates. Candidates begin pre-assignment training, either through U.S. Security Associates' Security Officer Basic Training, or through state-approved programs where

applicable. Officers who successfully meet the pre-assignment training requirements continue on to site-specific training. Site-specific training is based on the post orders, client policies, and safety and emergency procedures established during the documentation phase of the transition. Site leadership and operations personnel from the transition team conduct the site-specific training.

Meanwhile, the administrative staff is working behind the scenes to ensure that billing and payroll processes are in place, and uniforms and equipment are ready for start-up. Weekly progress meetings keep our client informed of the status of each process.

Implementation

On day one of the contract period, the seamless start of service reflects the successful integration of operations, human resources, training, and administrative processes. **We maintain a strong management presence on site during the initial days of service**, to provide additional support for officers and clients, to confirm the effectiveness of site-specific training, and to establish world class customer service standards from day one.

In the early weeks of service, we continue to meet weekly with the client to learn from their feedback and insights and to determine the metrics we will focus on in monthly and quarterly reporting for performance evaluation and management.

Supervision and Performance Management

Developing a good client relationship is the key to maintaining a dynamic security program that aligns with client expectations from the start and keeps pace as needs evolve.
U.S. Security Associates has institutionalized a relationship management process that mandates an investment of time, fosters openness and trust, and has accountability built in at every turn. Our relationship management formula combines supervision and oversight with systems that drive continuous communication and technology that delivers full performance transparency and disclosure.

Supervision and Oversight

Client communication and feedback are powerful performance management drivers, but information gathered through our own inspections and observations also tells us where our opportunities lie. **Our account management team continuously manages performance through inspections and through remote monitoring with technology tools like our Post-Positive® Post Supervisory System.**

Inspections

An inspection strategy is custom-developed for each account, to include announced and unannounced inspections of every shift by multiples levels of management. Inspection strategies vary based on factors such as branch and regional infrastructure, the presence or absence of on-site supervision and management, and the characteristics of the site and nature of site assignments.

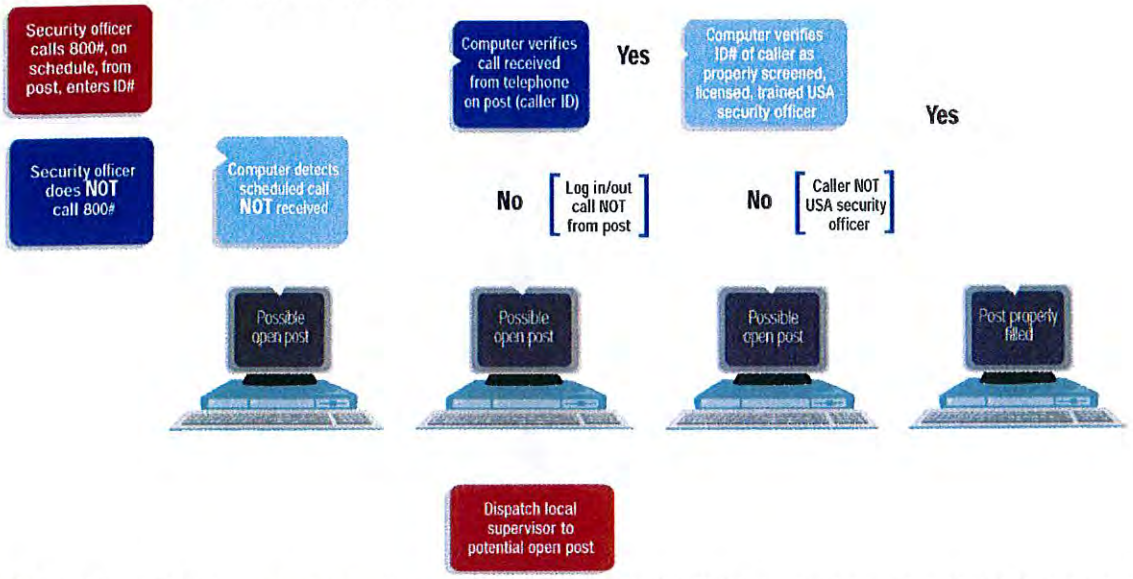
Sample Inspection Checklist
1. Is the condition of the security post organized and clean?
2. Is the officer aware of the U.S. Security ISO 9001:2008 Quality Program?
3. Does the officer have a security officer guidebook?
4. Does the officer have a current, valid security guard license?
5. Are the post orders complete?
6. Are the security officer's key goals included in the post orders?
7. Is there a client emergency list of phone numbers?
8. Has the officer signed off that he/she read and understands the post orders?
9. Has the officer received USA Security Academy training or state mandated training?
10. Has the officer received site specific training?
11. If the officer drives a vehicle on duty, does he/she have a verified valid driver's license?
12. Is the officer in proper uniform?
13. Does the officer know the client contact?
14. Does the officer know how to contact his/her supervisor?
15. Is the site on Post-Positive?
16. Is the officer trained and knowledgeable on the use of Post-Positive?
17. Are the daily activity reports up to date?
18. Did the inspecting supervisor sign daily activity reports indicating date and time of inspection?
19. Does the security officer have any safety or security concerns regarding this client location?

In addition to operations inspections, account management also provides oversight and approval of site documentation, including daily reports, incident reports, time sheets, post orders and any other documentation developed and maintained for the account.

Post-Positive® Post Supervisory System

Post-Positive® is an optional round-the-clock post monitoring solution, developed as a quality control tool to identify attendance and punctuality problems at cold start locations. Officers sign in and out electronically from recognized site telephones with voice recognition technology, eliminating unnecessary paperwork and timecard inflation. System-generated time sheets ensure precise, accurate billing. If a scheduled sign-in is missed, the system triggers a supervisor alert.

Post-Positive® Post Supervisory System



The Post-Positive® Post Supervisory System triggers a supervisor alert if an officer fails to sign in or sign out on schedule from a recognized site phone.

Transparency and Disclosure

Our proprietary security management technology delivers 24/7 operations and compliance visibility, makes sophisticated analysis simple with built-in reports and charts, and seamlessly integrates information across platforms for optimized billing accuracy and efficiency.

U.S. Security Associates is the only security provider that can offer this functionality through proprietary technology. Our clients have the advantage of our internal development team working continuously behind the scenes to respond to evolving needs with new applications and adaptations of our existing systems.

Security Information System® (SIS)

Security Information System® (SIS) is a cutting-edge performance management tool that empowers and informs clients and account personnel. SIS is available free of charge to every U.S. Security Associates client through the company website. From any internet-connected computer, clients can log in to SIS via a secure web portal and instantly have a dashboard for the entire security operation at their fingertips. **Real-time data from every information system connected with our service delivery process is available through SIS.**

System controls are intuitive, with options for users to call up specific detail and history on any data point, at any site, at select sites, or across all sites. **For every performance and compliance indicator, SIS users can drill down from high-level composite summaries to the actual hard copy forms and evidence on file at our branch offices.**

Continuous Communication

We cultivate open, productive client relationships through a deliberate, intentional system of sustaining steady contacts and dialogue throughout the contract period, when there are issues and just as importantly, when there are not.

Regular communication dramatically reduces the number of service issues and ensures our performance continues to meet expectations and evolve with our customers. **Our one-of-a-kind Responsive Management System helps ensure that scheduled contacts and meetings take place as planned during transition.**

During transition, we build a communication schedule around your preferences. Best practices dictate that our baseline schedule includes at least one management meeting per month, with a formal meeting and performance review quarterly. Typically we review performance metrics on an informal basis at the monthly meeting, with a formal report and detailed analysis presented at the quarterly business review. The quarterly review serves as a forum to discuss results, opportunities and recommendations and ensure account managers and client representatives are united in strategy and goals moving forward.

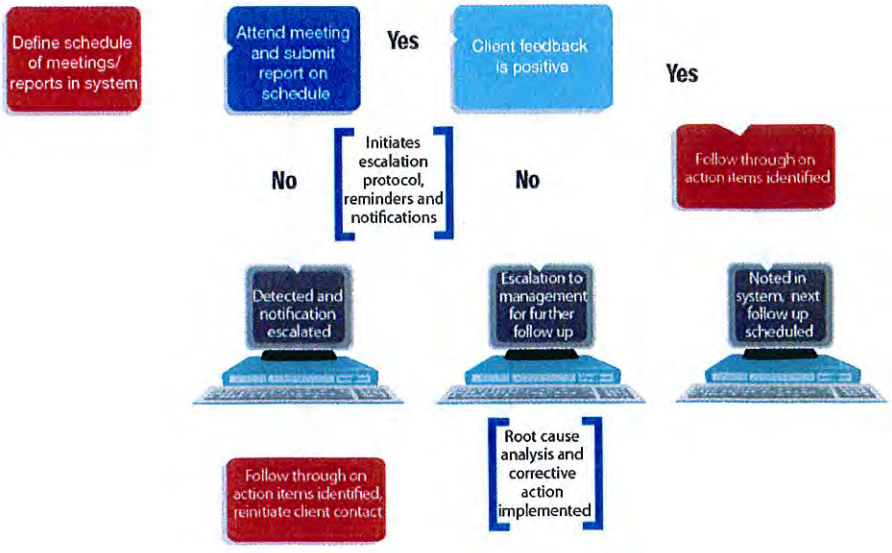
Responsive Management System

Our proprietary communication technology has built-in accountability that compels us to communicate with clients according to the agreed-upon schedule, document concerns and issues, and follow through to resolution.

The Branch Manager enters the meeting schedule into the Responsive Management system, along with executive escalation protocols for the account. Following each scheduled meeting, the system prompts the Branch Manager to complete a meeting report form. **Any account issues discussed at the meeting must be documented in the meeting report, with action plans and timetables for resolution.** The completed report is transmitted to the client, including the following questions:

1. Does my report include all of the issues requiring attention that we discussed?
2. Have I placed the issues in the proper priority?
3. Are you comfortable with the corrective action steps and timetable in my report?
4. Please provide your assessment of our service level?
5. Would you recommend our security services to others?

If the report is not completed on schedule, or if the client responds negatively to any of these five questions, the report is automatically escalated to senior management.



The Responsive Management System escalates communication failures to senior management.

In this way, Responsive Management drives the Branch Manager to participate in the meeting on schedule, submit proper documentation, and proactively support the field team in resolving potential problems, so there are no issues to be documented and escalated.

This system holds us accountable for following through on action plans and commitments made in meetings, reveals any misunderstandings or discrepancies, and keeps field teams proactive to avoid escalations. Branch and site management strive to avoid any communication failures and the resultant executive escalations. If issues do arise and escalations do occur, Responsive Management provides back-end accountability, ensuring we keep our commitments and achieve timely, effective resolution. Through inherent checks and balances, Responsive Management closes the loop on our communication processes.

Our "World Class Customer Service" **culture is made possible through our strong organizational infrastructure, relationship-oriented account teams and proprietary technology systems that deliver accountability in operations, compliance and communications.** Together, these elements form the foundation for performance management excellence.

Quality Assurance

In a largely non-regulated industry, where thousands of companies sacrifice quality to compete on price, USA raised the bar in 2004 when we became the first security provider to achieve ISO 9001:2000 certification enterprise-wide. Today, we are proud to maintain ISO 9001:2008 certification, a distinction that continues to be a differentiator. The globally accepted ISO 9001:2008 quality management standard provides checks and balances for our service delivery processes through a formal approach to documenting quality standards and conducting systematic audits to confirm compliance with those standards.

CERTIFICATE OF REGISTRATION

This is to certify that
U.S. Security Associates, Inc.
200 Mansell Court/5th floor, Roswell, Georgia 30076 USA

Refer to Attachment to Certificate of Registration dated December 3, 2013 for additional certified sites

operates a
Quality Management System
which complies with the requirements of
ISO 9001:2008
for the following scope of registration

Providing uniformed officer services to clients nationwide with a concentration of service to industrial/commercial facilities, commercial office buildings the health care industry, residential gated communities and high security government facilities.

Certificate No.: CERT-0005835 — Original Certification Date: December 3, 2004
File No.: 1034014 — Current Certification Date: December 5, 2013
Issue Date: December 3, 2013 — Certificate Expiry Date: December 4, 2016

ANAB

SAI GLOBAL

ISO certification is meaningful proof that we deliver what we promise.

Quality Documentation

Meeting the ISO 9000 standard requires us to define our quality policy and quality roles at the organizational level, document our service delivery process as a series of quality system procedures, and incorporate documented proof of quality compliance into the processes themselves.

Quality Audits

Exhaustive documentation sets the standards for measuring compliance and provides the data for measurement. **Compliance is measured through a formal, ongoing audit system that includes annual, internal auditing of every branch and in-depth, third party auditing of a random sampling of 10 branches.**

ISO 9001:2008 Certification - A Commitment to Quality

ISO 9001:2008 certification is an ongoing and substantial commitment. To maintain certification, we must re-register every three years and verify that our processes are still up to standard. The continuing documentation and audit requirements require a significant investment of resources and buy-in to the quality focus at every level of the organization.

Maintaining ISO certification really means incorporating ISO compliance into the way we do business on a permanent basis. There are no shortcuts. Our ISO 9001:2008 certificate is meaningful proof of our commitment to quality and continuous improvement.

Benefits and Incentives

U.S. Security Associates has developed a comprehensive offering of benefits and incentives to attract promising candidates and promote retention of qualified, experienced officers. Our company-wide security officer turnover rate is a remarkably low 26%, compared to an industry average that exceeds 100%, according to research by the Freedonia Group.

Benefits

Our benefits program is structured to provide clients maximum flexibility to balance coverage, retention and budget concerns.

Medical Insurance

Clients can choose whether or not to absorb any costs associated with medical coverage, and if so, how much.

All U.S. Security Associates officers have a choice of two medical plans. Officers who are regularly scheduled for 32 hours per week or more are eligible for coverage the first of the month following 60 days of service.

Anthem – The Anthem PPO plan includes major medical coverage with a Prescription Plan. Employees can choose from three levels of coverage: Anthem PPO L1, Anthem PPOP M1, and Anthem PPO H1. The following options can be added: Basic Life; Voluntary Life and Accidental Death and Dismemberment; Vision; Dental (with or without orthodontics) and Long Term Disability. Medical plans and add-ons are offered at negotiated fees based on flat rates.

Century Health Care (CHC) – The CHC plan includes basic Medical coverage with a Prescription Plan, at three different benefit levels: Value, Select, and Premier. Employees can also develop a customized plan through CHC. Medical plans and add-ons are offered at flat rates.

Additional Benefits

Holiday Pay – Hours worked on the following six holidays are paid and billed at time-and-a-half: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Holidays are mutually agreed upon by the client and U.S. Security Associates.

Vacation Pay – Part-time and full-time security officers earn one week of paid vacation after 4,160 hours of service and two weeks of paid vacation after 10,400 hours of service. Clients can bill vacations separately.

401K Retirement Savings Plan – After six months of service, employees may choose to make contributions to the Plan from 1% to 70% of eligible pay (up to $17,000 in 2012 or $22,500 if the employee is age 50 or older or will be 50 by the end of 2012). Other than in the event of allowed financial hardships, money can only be withdrawn upon termination of employment, permanent disability, death or retirement.

Tax-free flexible spending plans – U.S. Security Associates offers tax-free spending accounts through which employees can allocate pre-tax dollars for medical expenses and other qualified purchases.

Pay-Positive Cards – Security officers can sign up to receive their pay through our convenient paycard benefit. With this paycard, officers always have their pay in their pocket on payday. Pay is loaded directly onto the paycard. Officers can set up direct deposit from the paycards into their bank accounts if desired. Paycards can be used for online purchases and anywhere a MasterCard is accepted. Officers can withdraw cash using the paycards at MasterCard participating banks, and receive cash back on PIN/DEBIT purchases at national retail stores, grocery stores and drug stores.

Tuition Discounts – U.S. Security Associates' employees can take advantage of discounted tuition fees, through the company's partnerships with DeVry University and the University of Phoenix.

Uniforms – U.S. Security Associates provides uniforms to at no cost to security officers, with many styles and options for clients to choose from. Following are our two most popular styles of uniform, and the quantities of each item furnished to security officers:

- Military (hard look) – Three (3) shirts, two (2) pairs of trousers, one (1) windbreaker jacket, two (2) neckties, one (1) belt, one (1) set rain gear (outside posts), one (1) uniform hat
- Low Profile (soft look) – Three (3) shirts, two (2) pairs of trousers, two (2) blazers, three (3) neckties, one (1) belt, one (1) set rain gear (outside posts)

Military/Hard Look *Low Profile/Soft Look*

Recognition, Incentive and Awards Programs

At U.S. Security Associates, we protect our investment in the security officers selected and trained for your site by recognizing and rewarding high-performing individuals. We recently won a **Bronze Award for Best Rewards and Recognition Program** in the Brandon Hall Excellence Awards in Talent Management and Human Resources. By celebrating our employees' successes, we honor the importance of each individual's contributions and broadcast the message to our whole force that their best efforts are noted and valued.

The motivational programs below yield substantial returns, renewing the dedication and drive of officers throughout the company to deliver exemplary performance.

- Winner's Circle Awards Ceremony
- Security Officer of the Year Award
- Supervisor of the Year Award
- Employee Incentive Programs
- Service Awards
- Recognition in employee newsletter, *USA Security Post*

Advancement Opportunities

We encourage our security officers to seek long-term careers with U.S. Security Associates, taking advantage of continuing education, mentoring, and university tuition discounts to progress toward their personal goals and aspirations.

Promotional opportunities are one of the most important benefits we offer our security officers. We promote an average of 5%-10% of our force within ranks each year.

Many of our senior managers have worked in our organization as branch and/or operations managers. It is our culture to promote these trusted positions from within, and as a result, the average tenure of our senior level managers is 10+ years in position.

Even at the recruiting stages, we seek to minimize future turnover, by representing our position openings as career opportunities with a clear path for advancement through training and development. We follow stringent procedures to select high-integrity candidates, we thoughtfully match competencies to assignments, and then we diligently instill the knowledge and skill sets for success. These retention drivers, in combination with strategically selected benefits and industry-leading incentives, strengthen our clients' security programs with the advantages afforded by staffing continuity and longevity.

Exhibits

1. Certificate of Insurance
2. Palm Beach Branch License
3. Statement regarding financial statements
4. Letters of recommendation

Certificate of Insurance

U.S. Security Associates is insured by Lexington Insurance Company and will provide insurance in the specified limits upon award of the contract. The Professional Liability is included in the General Liability policy limits. Please see a sample COI below.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Blg1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED U. S. Security Associates, Inc. 200 Mansell Court East 5th Floor Roswell GA 30076 USA	INSURER A: Liberty Mutual Fire Ins Co — NAIC # 23035 INSURER B: Lexington Insurance Company — 19437 INSURER C: Liberty Insurance Corporation — 42404 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570056685074 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Per Location Aggregate limit subject to overall $25M General Agg. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			047082749 SIR applies per policy terms & conditions	08/01/2014	08/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 Included Included
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			AS2-641-443931-054	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA764D443931014 AOS WC7641443931044 WI	08/01/2014 08/01/2014	08/01/2015 08/01/2015	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

U. S. Security Associates, Inc.
200 Mansell Court East, 5th Floor
Roswell GA 30076 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

Holder Identifier :

Certificate No : 570056685074

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

04/23/14	07/27/17	BB2500022
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

U.S. SECURITY ASSOCIATES,INC. (WEST PALM BCH)

1750 N. FLORIDA MANGO ROAD
SUITE 301
WEST PALM BEACH, FL 33409

THE *SECURITY AGENCY* BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

ADAM H. PUTNAM
COMMISSIONER

FLORIDA
DEPARTMENT OF REVENUE

Certificate of Registration

DR-11
R. 01/04
01/16/04

Issued Pursuant to Chapter 212, Florida Statutes

60-8012980656-1	01/15/04	12/01/03	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

PALM BEACH
US SECURITY ASSOCIATES INC
1100 N FLORIDA MANGO RD STE I
WEST PALM BEACH FL 33409-5263

* Linked member of consolidated filing number
80-8012282689-8

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Financial Statements

U.S. Security Associates financial statements are considered confidential information:

> *119.071.1.b.4.c*
>
> *(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.*

We will provide copies of our financial records, provided the Town of Lake Park signs our Non-Disclosure Agreement and does not include the financial information with the bid documents for public record.

Support : 888-705-0999

Mon 04-27-2015 04:20:16 PM

Client Satisfaction Survey

Selected Client

Client Name	Client Account	Office Name	Hours Per Week
STATE OF FLORIDA-DMS	306-2200-0	306 : ORLANDO	80

Primary Client Contact

Contact Name	Contact Email	Contact Phone	Contact Short Name
Dave Corley	Dave.corley@DMS.myflorida.com	3862384731	Dave

Selected Survey Request Detail

Date of survey request :	12/03/2014	User ID of Employee That Sent Request :	hhiday
Name of client contact recipient :	Dave Corley	Email address of client contact recipient :	fhogas@ussecurityassociates.com

Completed Survey Detail

Name of Client That Completed Survey :	Dave Corley	Date that survey was completed :	12/03/2014
1. Security Office Appearance :	Excellent	2. Security Officer Performance of Duties Assigned :	Excellent
3. Security Officer Training :	Good	4.Frequency and Effectiveness of Site Supervision :	Good
5. Frequency and Effectiveness of Response Locally :	Excellent	6. Timeliness and Effectiveness of Corp. Support :	Not Observed
7. Accuracy/Timeliness of Security Officer Payroll :	Not Observed	8. Accuracy/Timeliness of Invoices :	Not Observed
9. Would you recommend our security services to others :	Yes	10. Overall Service :	Excellent

Comments :

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Support : 888-705-0999

Mon 04-27-2015 04:04:04 PM

Client Satisfaction Survey

Print Page

Selected Client

Client Name	Client Account	Office Name	Hours Per Week
STATE OF FLORIDA-DMS	141-1717-0	141 : PALM BEACH	80

Primary Client Contact

Contact Name	Contact Email	Contact Phone	Contact Short Name
Rodney Maxwell	rodney.maxwell@dms.myflorida.c	5618375126	Rodney

Selected Survey Request Detail

Date of survey request :	12/03/2014	User ID of Employee That Sent Request :	hhiday
Name of client contact recipient :	Rodney Maxwell	Email address of client contact recipient :	fhogas@ussecurityassociates.com

Completed Survey Detail

Name of Client That Completed Survey :	Rodney Maxwell	Date that survey was completed :	12/03/2014
1. Security Office Appearance :	Excellent	2. Security Officer Performance of Duties Assigned :	Excellent
3. Security Officer Training :	Excellent	4.Frequency and Effectiveness of Site Supervision :	Excellent
5. Frequency and Effectiveness of Response Locally :	Excellent	6. Timeliness and Effectiveness of Corp. Support :	Excellent
7. Accuracy/Timeliness of Security Officer Payroll :	Not Observed	8. Accuracy/Timeliness of Invoices :	Not Observed
9. Would you recommend our security services to others :	Yes	10. Overall Service :	Excellent

Comments :

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Support : 888-705-0999

Mon 04-27-2015 04:05:02 PM

Client Satisfaction Survey

Selected Client

Client Name	Client Account	Office Name	Hours Per Week
NORTHWOOD UNIVERSITY	141-1115-0	141 : PALM BEACH	432

Primary Client Contact

Contact Name	Contact Email	Contact Phone	Contact Short Name
Bob Cabello	cabellor@northwood.edu	5614785551	Bob

Selected Survey Request Detail

Date of survey request :	03/24/2015	User ID of Employee That Sent Request :	fhogas
Name of client contact recipient :	Bob Cabello	Email address of client contact recipient :	cabellor@northwood.edu

Completed Survey Detail

Name of Client That Completed Survey :	Robert Cabello	Date that survey was completed :	03/24/2015
1. Security Office Appearance :	Excellent	2. Security Officer Performance of Duties Assigned :	Excellent
3. Security Officer Training :	Excellent	4.Frequency and Effectiveness of Site Supervision :	Excellent
5. Frequency and Effectiveness of Response Locally :	Good	6. Timeliness and Effectiveness of Corp. Support :	Good
7. Accuracy/Timeliness of Security Officer Payroll :	Excellent	8. Accuracy/Timeliness of Invoices :	Excellent
9. Would you recommend our security services to others :	Yes	10. Overall Service :	Excellent

Comments :

Site Supervisor Noah Romano is an excellent Member of the Northwood University Community. He is diligent and conscientious . He is honest and trustworthy and has earned the respect of Faculty , Students and Staff.

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Support : 888-705-0999

Mon 04-27-2015 04:05:44 PM

Client Satisfaction Survey

Print Page

Selected Client

Client Name	Client Account	Office Name	Hours Per Week
MIAMI DADE COLLEGE	160-1215-0	160 : DADE COUNTY	28

Primary Client Contact

Contact Name	Contact Email	Contact Phone	Contact Short Name
Pablo Abreau	Pabreu@mdc.edu	3055929747	Pablo

Selected Survey Request Detail

Date of survey request :	04/13/2015	User ID of Employee That Sent Request :	fhogas
Name of client contact recipient :	Pablo Abreau	Email address of client contact recipient :	pabreu@mdc.edu

Completed Survey Detail

Name of Client That Completed Survey :	Pablo Abreu	Date that survey was completed :	04/13/2015
1. Security Office Appearance :	Excellent	2. Security Officer Performance of Duties Assigned :	Excellent
3. Security Officer Training :	Excellent	4.Frequency and Effectiveness of Site Supervision :	Excellent
5. Frequency and Effectiveness of Response Locally :	Excellent	6. Timeliness and Effectiveness of Corp. Support :	Excellent
7. Accuracy/Timeliness of Security Officer Payroll :	Excellent	8. Accuracy/Timeliness of Invoices :	Excellent
9. Would you recommend our security services to others :	Yes	10. Overall Service :	Excellent

Comments :

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COPY OF INVITATION TO BID

SPECIFICATIONS AND
BID DOCUMENTS
FOR

Marina Security Services Contract (Unarmed)

Bid #101-2015

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FLORIDA 33403

TOWN CLERK'S OFFICE
(561) 881-3311

Security Service Contract (Unarmed) for
TOWN OF LAKE PARK HARBOR MARINA

Bid # 101-2015

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Anti-kickback Affidavit _____ page 32

Non-Collusion Affidavit _____ page 33

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INVITATION TO BID

The Town Commission is accepting sealed bids for the following:

Security Service Contract (Unarmed)
General Statement of Scope of Work

Lake Park Harbor Marina ("Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking. This Invitation to Bid is requesting that contractors provide all management, supervision, labor, materials, vehicles and equipment necessary to provide full building and site security services (unarmed) as described further herein for the Lake Park Harbor Marina.

Submitting Bids

All bids must be submitted in triplicate at the address below, in the office of the Town Clerk, no later than **11:00 a.m. Eastern Time on April 28, 2015**, at which time all bids will be publicly opened and read in the Commission Chamber of Town Hall. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office shall not constitute "receipt" as required by this solicitation. The "Clerk's time stamp" shall be conclusive as to the timeliness of each bid submittal.

Bid Documents

Bid documents may be obtained by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday, upon payment of a $25.00 non-refundable fee, for each bid set.

All bids must be submitted in triplicate in a sealed envelope and be delivered, prior to the closing time written above, to:

Town of Lake Park
Attention: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

BID ENVELOPE MUST BE IDENTIFIED AS "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK HARBOR MARINA, BID #101-2015"

Pre-Bid Conference

A MANDATORY PRE-BID CONFERENCE IS SCHEDULED TO TAKE PLACE ON APRIL 21, 2015 AT 11:00 A.M. EASTERN TIME IN THE LAKE PARK HARBOR MARINA MEETING ROOM, LAKE PARK HARBOR MARINA, 105 LAKE SHORE DRIVE, LAKE PARK, FLORIDA 33403.

The Town reserves the right to accept or reject any or all bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Bambi McKibbon-Turner, Interim Town Manager

Publish: Palm Beach Post: Sunday, April 5, 2015.

INVITATION TO BID

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK. THE TOWN OF LAKE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO OFFERORS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. OFFEROR AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE OFFEROR REGARDLESS OF ANY LANGUAGE IN OFFEROR'S CONTRACT TO THE CONTRARY.

OFFEROR'S ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of bid opening and bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Security Services (Unarmed) Lake Park Harbor Marina.

BID NO.: 101-2015

BIDS TO BE OPENED: **11:00 a.m. Eastern Time on April 28, 2015** and may not be withdrawn during the 90 calendar days following such date and time.

TOWN AGENT:
Bambi McKibbon-Turner - 561-881-3300

OFFEROR'S CERTIFICATION

I certify that this bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

_____

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

_____

TITLE:

_____

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

_____

ADDRESS:

_____

_____

PHONE NO: (_____)_____

FEDERAL EMPLOYER ID NUMBER (FEIN) OR SOCIAL SECURITY NUMBER OF OFFEROR:_____

INSTRUCTIONS TO OFFERORS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to OFFERORS are defined and have the meanings assigned to them. The term "OFFEROR" means one who submits a bid directly to the Town of Lake Park (TOWN), as distinct from a sub-OFFEROR who submits a bid to the OFFEROR. The term "SUCCESSFUL OFFEROR" means the most responsible and responsive OFFEROR to whom TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to OFFERORS, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of bid documents must be used in preparing bids. TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. TOWN, in making copies of bid documents available does so only for the purpose of obtaining bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF OFFERORS

3.1 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to TOWN, or who is deemed irresponsible or unreliable by the TOWN.
3.2 As part of the bid evaluation process, TOWN may conduct a background investigation including a record check by the Palm Beach County Sheriff's Office. OFFEROR's submission of a bid constitutes acknowledgment of the process and consent to such investigation. TOWN shall be the sole judge in determining OFFEROR's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a bid, each OFFEROR must (a) examine the bid documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate OFFEROR's observations with the bid documents, and (d) notify the Town Clerk of all conflicts, errors and discrepancies in the bid documents.
4.2 The submission of a bid shall constitute an incontrovertible representation by OFFEROR, that OFFEROR has complied with every requirement of this Article 4, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the specifications as to any detail, or the apparent omission from the specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
5.2 For the purpose of evaluation, the OFFEROR must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the OFFEROR meets all of the specifications in every respect.
5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The OFFEROR may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. OFFEROR shall submit with his/her bid complete and descriptive literature and/or specifications. The OFFEROR should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If OFFEROR fails to name a substitute, it will be assumed that OFFEROR is bidding on and will be required to furnish services or commodities identical to bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all OFFERORs, TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided in paragraph 6.2 below.
6.2 If the OFFEROR should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, OFFEROR shall submit a written request directed to the Town Clerk, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by TOWN as having received the bid documents. The issuance of a written addendum by the TOWN shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
7.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to the TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. OFFERORs may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the Contract.
7.5 OFFEROR warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of the bid opening unless otherwise stated by the TOWN.
7.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN OF LAKE PARK.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
8.1.1 The chemical name and the common name of the toxic substance.
8.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
8.1.4 The emergency procedure for spills, fire, disposal and first aid.
8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted in triplicate at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK HARBOR MARINA, BID #101-2015 to be opened at **11:00 a.m. Eastern Time on April 28, 2015** and shall state the name and address of the OFFEROR and shall be accompanied by any other required documents. No responsibility will be attached to the TOWN for the premature opening of a bid not properly addressed and identified.
9.2 Bids must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All blanks on the bid form must be completed. Names must be typed or printed below the signature. Facsimile bids will not be accepted.
9.3 The TOWN follows all of the requirements of Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, all OFFERORS should be aware of the provision of that section of the law as it may apply to the OFFERORS submission. OFFERORS are requested to identify specifically any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All bids received from OFFERORS in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the OFFERORS. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.
9.5 The submitted bid shall constitute a firm offer on the part of the OFFEROR to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The bid form is included with the bid documents and must be used by the OFFEROR. Failure to do so may cause the bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
10.2 The bid must be signed by a representative of the OFFEROR duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
10.3 Bids by corporations must be submitted in the full legal name of the OFFEROR and executed in the corporate name by the president or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
10.4 Bids by partnerships must be executed in the partnership name of the OFFEROR and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
10.5 Copies of OFFEROR's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida must be included in the bid document
10.6 A current Certificate of Status issued by the State of Florida showing that the OFFEROR is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the bid must be included.
10.7 A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the OFFEROR, copies of all current professional and business licenses, current certifications of insurance coverage, three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by OFFEROR within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify OFFEROR's performance). OFFEROR shall also provide any other information deemed pertinent by the OFFEROR relating to its particular qualifications to perform the proposed services or work. OFFEROR shall also show its capability to meet the time and budget requirements of the TOWN taking into consideration and including the current and projected workload of the OFFEROR.
10.8 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the work or project, including the length of tenure of such personnel with the OFFEROR must be included in the bid document
10.9 No bid shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the TOWN upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the TOWN.
10.10 A statement regarding recent, current and anticipated future workload of the OFFEROR, including an assessment of the effect of same upon the provision of the service or the completion of the project work must be included.
10.11 The physical address of OFFEROR's principal business office and any and all satellite offices must be included.

11. REJECTION OF BIDS

11.1 TOWN reserves the right to reject any and all bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
11.2 TOWN reserves the right to reject the bid of any OFFEROR if the TOWN believes that it would not be in the best interest of the TOWN to make an award to that OFFEROR.
11.3 More than one bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any OFFEROR is interested in more than one bid for the same work will cause the rejection of such bids in which the OFFEROR is interested. If there are reasonable grounds for believing that collusion exists among the OFFERORs, the bids of participants in such collusion will not be considered.
11.4 The foregoing reasons for rejection of bids are not intended to be exhaustive.

12. OPENING OF BIDS

12.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base bids will be made available after the opening of the bid.

13. BIDS TO REMAIN OPEN

13.1 All Bids shall remain open for ninety (90) calendar days after the day of the bid opening;
13.2 The TOWN may, at its sole discretion, release any bid and return the bid security; and
13.3 Extensions of time when bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the TOWN and the successful OFFEROR.

14. AWARD OF CONTRACT

14.1 If the Contract is to be awarded, it will be awarded to the most responsible, responsive OFFEROR for the base bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN.
14.2 Criteria utilized by TOWN for determining the most responsible, responsive OFFEROR includes, but is not limited to the following: (a) whether in the TOWN's determination the OFFEROR has appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the OFFEROR's submitted bid documents; (b) a satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted bid documents and as verified by the TOWN; (c) a record of integrity that is satisfactory to the TOWN; (d) verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN; and (e) a bid that conforms to the requirements of the Invitation to Bid concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the Invitation to Bid.

14.3 If applicable, the OFFEROR to whom award is made shall execute a written contract immediately following approval of award by the Town Commission. If the OFFEROR to whom the first award is made fails to enter into a contract as herein provided, the contract may be awarded to the next lowest responsible, responsive OFFEROR.

15. OPEN-END CONTRACT

15.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.
15.2 ORDERING: The TOWN reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the contract, and if the OFFEROR is unable to comply therewith, the TOWN reserves the right to obtain such delivery from others without penalty or prejudice to the Town or to the OFFEROR.
15.3 CONTRACT PERIOD: The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The TOWN may renew this contract for two (2) one (1) year periods subject to OFFEROR acceptance, satisfactory performance and determination that renewal will be in the best interest of the TOWN. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

16. INSURANCE

16.1 The insurance requirements contained in this bid represent the minimal protection necessary for the TOWN as determined by the Town's Risk Manager. The successful OFFEROR shall be required to provide proper proof of insurance to the TOWN by virtue of a current Certificate of Insurance prior to the award of contract. No award will be recommended until a written determination is made by the TOWN that the proof of insurance submitted by the OFFEROR is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the TOWN if circumstances warrant.

17. TAXES

17.1 The successful OFFEROR shall pay all applicable sales, consumer use and other similar taxes required by law.

18. AUDIT RIGHTS

18.1 The TOWN reserves the right to audit the records of the successful OFFEROR for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years0 after completion and acceptance by the TOWN. If required by the TOWN, the successful OFFEROR agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The successful OFFEROR shall

allow the TOWN to inspect, examine and review the records of the successful OFFEROR in relation to this contract at any and all times during normal business hours during the term of the contract.

19. CONFLICT OF INTEREST

19.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. OFFERORs must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all OFFERORs must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five (5) percent or more in the OFFEROR's firm or any of its branches or affiliate companies.

20. NON-COLLUSIVE AFFIDAVIT

20.1 Each OFFEROR shall complete the Non-Collusive Affidavit and must include it with the Bid Form and shall submit this form with the bid. Failure of the OFFEROR to submit these documents may be cause for rejection of the bid.

21. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY OFFERORS

21.1 The following is a summary of documents, copies of which must be included in the bid documents, which are to be completed and submitted by OFFEROR:

(a) OFFEROR's Certification
- Certificate(s) of Insurance
- State of Florida License - Copy

(b) Bid Form
- Signed
- Certified corporate resolution or other duly executed document evidencing authority to sign on behalf of the OFFEROR.

(c) References
(d) Drug Free Workplace Certification
(e) Anti-kickback Affidavit
(f) Non-Collusive Affidavit
(g) Certification of Non-Segregated Facilities, if required by the Special Conditions
(h) Sworn Statement on Public Entity Crimes
(i) Experience Form(s)
(j) Proof of Financial Stability:
- A completed and notarized Non-Bankruptcy Affidavit, and
- Copies of the firm's three most recent financial statements which must include, at a minimum: (a) a balance sheet, (b) an income statement, (c) a statement of cash flow, and (d) a cover letter from the compiling accounting firm.

(k) Civil Litigation Form
(l) Criminal Litigation Form
(m) Bid security, if required by the Special Conditions

22. TIE OFFERORS

If two or more OFFERORS are tied, the tie may be broken and the successful OFFEROR selected by the following criteria presented in order of importance and consideration:

(a) Quality of the terms or services bid if such quality is ascertainable;
(b) Delivery time if provided in the bids by the OFFERORS;
(c) Physical location of the vendors with award preferences in the following order of priority for purposes of tabulating and/or ranking proposals:
    - A local merchant (first priority);
    - A Palm Beach County merchant (second priority);
    - A Florida merchant (third priority)
    - A minority business enterprise certified pursuant to the provisions of F.S. Section 288.703, as amended from time to time.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of bids to modify or interpret the Bid Documents.

Bid Documents - Include the "Public Notice of Invitation to Bid", "General Information and Instructions for OFFERORs", "Standard Terms and Conditions", "Bid Forms", "Drug Free Workplace", "Agreement", "Specifications", and any Addenda issued prior to receipt of Bids.

OFFEROR – A contractor of vendor who responds to this bid search.

Change Order – A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Contract – A deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, or any type of agreement (regardless of what it is called) for the procurement or disposal of goods, services or construction in exchange for money or other consideration.

Contractor - Any person or business entity having entered into a contract with the TOWN.

Lump Sum Bid Price - The amount stated on the "Bid Forms" for which the OFFEROR offers to provide a service as described in the Bidding Documents.

Specification – The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

Unit Price Bid - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the Bidding Documents.

Work – Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

CONTRACTUAL AGREEMENT

The Invitation to Bid shall be included and incorporated in the final contract. The order of contract precedence shall be the contract (purchase order), bid document and response. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the contract will be interpreted according to the laws of the State of Florida.

COOPERATIVE PURCHASING AGREEMENT

OFFEROR agrees that its acceptance of the terms and conditions of this Invitation to Bid also constitutes a bid to all state agencies and political subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this bid, should vendor deem it in the best interest of its business to do so.

FAMILIARITY WITH LAWS

OFFEROR is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the contract. The failure to be familiar with applicable laws shall in no way relieve the contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the OFFEROR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful OFFEROR will be responsible for advising TOWN staff of any delay in scheduled service.

The TOWN reserves the right to utilize outside services when necessary from other sources should the successful OFFEROR be unable to supply services on a timely basis.

OFFEROR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

EEO STATEMENT

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the OFFEROR to obtain, at no additional cost to the TOWN, any and all licenses and permits required to complete this contractual service. OFFEROR must hold all applicable licenses issued by the State of Florida, Palm Beach County, and the Town of Lake Park. A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

(a) Any person maintaining a permanent business location or branch office within the Town of Lake Park; or,
(b) Any company doing work within the municipal boundaries of the Town of Lake Park.

Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Department, 535 Park Avenue, Lake Park, Florida 33403. Assistance and additional information can be obtained by calling the Community Development Department at 561-881-3318.

A copy of these licenses and registration shall be submitted with the bid and must be in the legal name of the OFFEROR shown on the bid submittal.

SUBCONTRACTING/SUBCONTRACTOR LIST

OFFEROR shall submit a list of the names of any and all subcontractors and major material suppliers proposed for any portions of the work. The names, addresses, telephone, fax numbers (with area code) and e-mail addresses must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this bid document. The TOWN reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the OFFEROR who, in the opinion of the TOWN, will be in the best interest of and/or most advantageous to the TOWN.

Prior to award of contract, the TOWN will notify the OFFEROR in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the OFFEROR shall propose an acceptable substitute person or entity without an increase in the bid price. If the OFFEROR declines to make any substitution, the contract may not be awarded to such OFFEROR. This shall not constitute grounds for the OFFEROR to sacrifice a bid security.

No OFFEROR shall be required to employ any subcontractor or major material supplier against whom it has reasonable objection.

NON-APPROPRIATIONS

The obligations of the TOWN to make a bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully being appropriated for this purpose. Should funds not be appropriated for this purpose, the TOWN, at its sole discretion, shall have the right to reject all bids.

TRADE, BRAND NAMES

The TOWN may require specific brand/manufacturer items on a "NO SUBSTITUTE" basis because operational conditions of the TOWN have found these items, by usage and experience to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The TOWN is exempt from federal and state taxes for tangible personal property. Vendors or contractors doing business with the TOWN shall not be authorized to use the TOWN's tax exemption number in securing such materials.

PAYMENT

All invoices must be submitted to the TOWN on a monthly basis and must make reference to the purchase order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the specifications set out in the Scope of Work will be rejected. A properly completed invoice must be submitted containing at a minimum:

(a) Purchase order number and/or contract number.
(b) OFFEROR or contractor's name.
(c) OFFEROR or contractor's Federal Employer Identification Number (FEIN).
(d) Itemization of services invoiced at the prices stipulated at the time the order was placed.
(e) Copies of all Daily Activity Reports submitted during the billing period.
(f) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will be made only after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial contract or purchase order.

All properly completed and addressed invoices will be paid generally within thirty (30) days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the TOWN.

The OFFEROR or contractor's "BID" shall serve as a schedule of values fixing a "UNIT BID PRICE" to various portions of the work. Payment, based on the schedule of values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

ACCEPTANCE

Delivery of service to the TOWN does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets the contract specifications and conditions. Should the delivered service differ in any respect from the specifications, payment will be withheld until such time as the contractor takes necessary corrective action.

TRANSFER PROHIBITED

The successful OFFEROR shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such contract to any person, company or corporation without obtaining prior written authorization from the TOWN.

CHANGE ORDERS

All change orders, additions to, or deletions from the specifications shall only be by written order. The contractor shall not change, alter, or delete in any manner, from the specifications without obtaining prior written authorization from the TOWN.

CANCELLATION

The TOWN may terminate this contract for default if the contractor has been found to have failed to provide the service in a "manner satisfactory". Failure to provide the service in a "manner satisfactory" includes, but is not limited to: failure by the contractor to supply exact services specified within the required service periods; providing sub-standard services; and/or the inability to maintain bid prices for the term of the contract. The TOWN may further terminate this contract if the contractor fails to comply with any other provisions of the contract. In such cases, the contract shall be terminated in the following manner: The contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected by a date certain to be determined by the TOWN, the contractor shall be found in default and the contract shall be subject to immediate termination. Termination shall be effected by serving a notice of termination on the contractor by certified mail, return receipt requested to the principal office of the contractor, setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for service provided and accepted in accordance with the specifications, terms and conditions set forth in the contract. The liability of the contractor for any and all such violation(s) shall not be affected by any such termination and the contractor's surety, if any, shall be forfeited.

The TOWN may terminate this contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

CONTRACT TIME

The contract term shall be for one (I) year from date of award, unless extended by the TOWN in writing.

Any contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement between the TOWN and the contractor with all original terms, conditions and prices adhered to with no deviations.

LITIGATION

The contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Bids received by submittal deadline will be opened in the presence of a representative of the TOWN Clerk's Office and then reviewed by the originating TOWN department requesting the services being bid to determine if each OFFEROR has submitted the required information and met all mandatory requirements. Those bid(s) found to be non-responsive shall be rejected from further consideration.

PREPARATION EXPENSE

Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with the preparation or submittal of any bid.

PRICE

All bids must be submitted on the attached "Bid Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire contract term shall be grounds for contract termination.

INDEMNIFICATION

The parties agree that one (1) percent of the total compensation paid to the contractor for the performance of this agreement shall represent the specific consideration for the contractor's indemnification of the TOWN as set forth in this section and in the Terms and Conditions.

To the fullest extent permitted by laws and regulations, contractor shall indemnify and hold harmless the TOWN and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the TOWN or any of its consultants, agents or employees by any employee of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any such subcontractor or other person or organization under the Worker' Compensation Act, American's with Disability Act or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the contract documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the contract and any extensions thereof, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability Insurance, and will assure to the of Lake Park the protection contained in the foregoing indemnification and save harmless clauses undertaken by contractor. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida, with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+, and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the Town of Lake Park by naming the Town of Lake Park as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described.

Workers' Compensation Insurance shall apply for all employees of the contractor in compliance with the Workers' Compensation Law of the State of Florida and all applicable Federal laws. In addition, such policies must include Employers' Liability with minimum limits of One Million ($1,000,000.00) Dollars each accident, One Million ($1,000,000.00) Dollars disease-policy limit, and One Million ($1,000,000.00) Dollars disease-each employee.

The contractor shall provide Comprehensive General Liability Insurance with minimum limits of One Million ($1,000,000.00) Dollars per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Town of

Lake Park is named as an additional insured on such policies.

The contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles

Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: A current certificate of status (issued not more than thirty [30] calendar days prior to the submission of the bid documents) demonstrating the required coverages shall be submitted by the OFFEROR with the bid documents. The policies must be endorsed to provide Town of Lake Park with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

The official title of the Owner is the "Town of Lake Park". This official title shall be used in all insurance or other legal documentation. The Town of Lake Park is to be included as an "Additional Named Insured" with respect to liability arising out of operations performed for the Town of Lake Park by or on behalf of the contractor or acts or omissions of the contractor in connection with such operation.

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SPECIFICATIONS FOR
Security Service Contract (Unarmed)

GENERAL

The TOWN will appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the contractor will abide by the following procedures:

(a) Contractor shall appoint a representative to serve as liaison between contractor and the TOWN's representative.

(b) Contractor shall present to the TOWN's representative, one (1) week prior to beginning of a work week the names of personnel assigned to do the work for approval.

(c) The TOWN's representative shall be notified, in advance, by the contractor each time there is to be a personnel change.

(d) Contractor shall patrol and utilize the "night watchman system" as provided and directed by the TOWN's representative.

(e) Contractor shall provide the Marina Director via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required pursuant to Section 2(b) of these Specifications.

(f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. Overview

Lake Park Harbor Marina (hereinafter referred to as "Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking.

2. Contractor Requirements

The Contractor shall provide all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following tasks and duties:

a. Licensure

Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute

Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. The Marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract.

- The on-site security guard is required to make and electronically document (using Deggy or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The Daily Activity Reports on these "rounds" must be provided to the Marina Director for each round.

- Contractor shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

c. Safety/Training

- The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Director by the contractor and reviewed on a case by case basis by the TOWN.
- The contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

d. Emergencies

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director to report unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

e. Uniforms/Equipment

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Communication between security officers and Marina management is required. Cell phones shall be provided to security officers by the contractor at no expense to the TOWN.
- Use of TOWN property (including telephones) shall be used for official business in the performance of the contract only. TOWN property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents and employees. The contractor shall take all reasonable precautions to protect TOWN property.

f. Required Security Guard Qualifications

Personnel shall be able to perform the duties of a security guard and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two (2) years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable him or her to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to communicate orally and in writing using standard business English;
- Ability to work outside in all weather conditions;
- Ability to maintain accurate records;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the history(s) of each security officer assigned to ensure that the background investigation has been conducted satisfactorily;
- Certification in first aid, CPR and the use of the automated external defibrillator (AED)

g. Pre-Commencement Meeting

A mandatory pre-commencement meeting shall be held prior to the start of the contract. The Contractor shall offer the plan for providing optimum security coverage for Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The Contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

h. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any 24-hour period.
- The TOWN shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

i. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. TOWN staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

a.	Sleeping on duty.....	up to $200.00
b.	Failing to follow post orders.	up to $200.00
c.	Abandoning post.....	up to $300.00
d.	Failing to complete incident report..	up to $100.00
e.	Improper/soiled uniform.....	up to $100.00
f.	Late for duty.....	up to $200.00
g.	Failure to show-up for duty.....	up to $300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to $500.00.

j. Post-Award review

- Prior to performance commencing under the contract, the Marina Director and the contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
    a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.

b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
d. Patrol requirements and procedures.

The balance of this page intentionally left blank.

BID FORM

Billing Rate to Town ($/hour)

Marina Guard

$_____ x 8 -- Per eight (8) hour shift (estimated number of days is 214)

$_____ x 10 -- Per ten (10) hour shift (estimate number of days is 151)

$_____ Estimated Annual Billing

Special Event Guard(s)

$_____ Hourly Rate

These rates will apply to all days of the year.

INDIVIDUAL, FIRM OR PARTNERSHIP

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____) _____ Fax: (____)_____ (both with area codes)

E-mail Address of Signatory: _____

Company Website: _____

DUNS Number: _____

Social Security Number (OR) Federal Identification Number (FEIN):_____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

Telephone: _____ FAX: _____ (both with area codes)

E-mail Address of Signatory: _____

Company Website: _____

DUNS Number: _____

Federal Identification Number (FEIN):_____

State Under Which Corporation Was Chartered: _____
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida) _____.

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

OFFEROR acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name:_____

Address:_____

Telephone :(___)_____

Email Address: _____

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name:_____

Address:_____

Telephone :(___)_____

Email Address: _____

The balance of this page intentionally left blank.

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, OFFERORS must present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
2.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
3.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
4.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:

DRUG FREE WORKPLACE

OFFERORS must present documentation that they have a Drug Free Workplace Program in place, and shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

OFFEROR's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am _____ of _____, the OFFEROR that has submitted a proposal to perform work for the following project:

Bid #:_____ Bid Name:_____

(2) I, the undersigned, hereby depose and state that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 201_ by

_____, who is personally known to me or who has produced _____

_____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:_____

(1) He/she is_____ of _____, the OFFEROR that has submitted a proposal to perform work for the following:

_____

Bid #: _____ Bid Name: _____

(2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said OFFEROR nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other OFFEROR, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other OFFEROR, firm or person to fix the price or prices in the attached bid or of any other OFFEROR, or to fix any overhead, profit or cost element of the bid price or the bid price of any other OFFEROR, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed contract, and;

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the OFFEROR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____201_ by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. **The subsequent certification statement is a true and accurate statement as of the date shown below.**

2. **The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the Town of Lake Park, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP #_____.**

3. **Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.**

_____
Affiant Signature

Sworn to before me this _____ day of _____, 20_____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____as identification.

_____
Signature of Notary

_____ _____
Notary's Printed Name **Expiration of Notary's Commission**

Affix Seal Here:

CERTIFICATION OF NON-SEGREGATED FACILITIES

The OFFEROR certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The OFFEROR certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The OFFEROR agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The OFFEROR agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

_____

_____
Signature

_____

_____
Name and Title

_____

_____
Date

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **TOWN OF LAKE PARK**
   (print name of public entity)
   by_____
   (print individual's name and title)
   for_____
   (print name of entity submitting sworn statement)

2. Whose address is

   _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is

   _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:

i. A predecessor or successor of a person convicted of a public entity crime; or
ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) **Florida Statutes**, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.

7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 201_, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name _____

Notary Public – State of Florida

My Commission #: _____

Expires on: _____

The balance of this page intentionally left blank.

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: _____

Address: _____

_____

City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1.		( )	( )
2.		( )	( )
3.		( )	( )

DATE OF CONTRACT

Contract start date ____/____/____ Contract expiration date ___/____/____

(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? ☐ YES ☐ NO

If yes, how long? _____

If yes, has the contract been extended or renewed? ☐ YES ☐ NO

If yes, how many times? _____

For how long has the contract time been extended _____

Has your company ever requested a rate increase or additional compensation during the term of this contract? ☐ YES ☐ NO

If yes, please state the reason for the request and if the increase was granted?

_____

_____

_____

Starting Contract Amount _____

Final Contract Amount _____

Financial Stability

OFFEROR must demonstrate that it is a sustainable organization with the financial capability to service the TOWN for the term of the Agreement. To do this the OFFEROR will provide the following:

1) A completed and notarized Non-Bankruptcy Affidavit, and

2) Copies of the firm's three most recent financial statements which must include, at minimum: (a) a balance sheet, (b) an income statement, (c) a statement of each flow, and (d) a cover letter from the compiling accounting firm.

Litigation and Criminal Convictions

The OFFEROR must provide a summary of all civil litigation the company has been directly or indirectly involved in for the previous ten (10) years to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers' Compensation claims and/or employment related issues need not be reported.

The OFFEROR must also provide a summary of all criminal convictions and current indictments of the company and/or its officers for the previous ten (10) years to the present. The Pre-Qualification Committee may disqualify a OFFEROR with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, OFFERORs must submit completed Forms C1 and C2 and should provide any supporting documentation the OFFEROR believes is appropriate to clarify and support the information provided on Forms C1 and C2.

The balance of this page intentionally left blank.

C-1
Civil Litigation

Please provide a summary of any and all civil litigation your firm has been involved for the previous ten (10) years to the present. Include any and all litigation with government entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with for the previous ten (10) years to the present. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

TOWN OF LAKE PARK
AND

_____

THIS CONTRACT, made this _____ day of _____, 201_, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and _____ a Florida Corporation, State of Florida License No._____:, FEID Number_____, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with 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, pursuant to Florida Statutes; and

WHEREAS, the TOWN has previously determined that there is a need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on _____, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's bid to be acceptable and the parties wish to enter into this Contract; and

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

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

1. **STATEMENT OF WORK**

1.1 **CONTRACTOR** shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR must have a current Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must also be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing prior to commencing work under

the Contract and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are set forth by the OFFEROR in the bid form.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

a) This Document and all amendments and addendums thereto.

b) CONTRACTOR'S Bid #101-2015

c) Contractor's Certificates of Insurance;

d) Invitation to Bid and completed Bid Documents

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a trained and competent superintendent ("Project Supervisor") to act as the CONTRACTOR's agent and to supervise patrols. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand standard business English. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands standard business English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Supervisor, provided for in Paragraph 5 above, the CONTRACTOR shall provide an emergency contact person, who speaks and understands standard business English, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100 percent of the total amount of the work to be performed under the Contract.

8. **INSURANCE REQUIREMENTS**

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in

compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million ($1,000,000.00) Dollars each accident; One Million ($1,000,000.00) Dollars disease-policy limit; and, One Million ($1,000,000.00) Dollars disease-each employee.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million ($1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate.

c. BUSINESS AUTO LIABILITY with minimum limits of one million ($1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

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

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

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

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. INDEMNIFICATION

9.1 For $100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any and all subcontractors proposed for the work with the bid documents for TOWN acceptance at the pre-commencement meeting. The CONTRACTOR shall not substitute any subcontractor without obtaining the prior written authorization by the TOWN. Nothing contained in the Contract shall create any contractual or employment relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with

applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes and Federal Excise Tax to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.

c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. FORCE MAJEURE

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. GRATUITIES

18.1 The CONTRACTOR hereby warrants that it has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. GOVERNING LAW AND VENUE

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. CONTRACT AMENDMENTS

20.1 This Contract may be amended only with the prior written approval of the parties.

21. NO WAIVER

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. NO ASSIGNMENT

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization by the TOWN.

23. ATTORNEY'S FEES

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. COMPLIANCE WITH LAWS

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) calendar days of such notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for competed work and as determined by the TOWN.

These payments shall constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. FUNDING

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

31. RIGHT TO AUDIT

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

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status,

familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training (including apprenticeship), promotion, demotion, discipline or dismissal of employees.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

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

Attention: Lake Park Harbor Marina Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

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

_____

_____

_____

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

By:_____
Vivian Mendez, Town Clerk, CMC

THE TOWN OF LAKE PARK

By:_____
James DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By:_____

Its:_____

SWORN TO and subscribed before me this _____ day of _____ 201_.

(Notary Seal)

_____
Notary Public

My Commission Expires: _____

CONTRACT

TOWN OF LAKE PARK
AND
U.S. SECURITY ASSOCIATES, INC.

THIS CONTRACT, made this _____ day of _____, 2015, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and U.S. Security Associates, Inc. a Delaware Corporation, State of Florida License No. BB2500022, FEID Number 22-3262806, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with 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, pursuant to Florida Statutes; and

WHEREAS, the TOWN has previously determined that there is a need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on April 28, 2015, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's bid to be acceptable and the parties wish to enter into this Contract; and

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

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

1. STATEMENT OF WORK

1.1 **CONTRACTOR** shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR must have a current Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must also be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing prior to commencing work under

the Contract and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are set forth by the OFFEROR in the bid form.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. CONTRACT DOCUMENTS

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

a) This Document and all amendments and addendums thereto.

b) CONTRACTOR'S Bid #101-2015

c) Contractor's Certificates of Insurance;

d) Invitation to Bid and completed Bid Documents

5. SUPERVISION OF THE WORK BY CONTRACTOR

The CONTRACTOR, at all times during performance of the Contract shall maintain a trained and competent superintendent ("Project Supervisor") to act as the CONTRACTOR's agent and to supervise patrols. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand standard business English. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands standard business English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES

In addition to the Project Supervisor, provided for in Paragraph 5 above, the CONTRACTOR shall provide an emergency contact person, who speaks and understands standard business English, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue.

7. PERFORMANCE OF WORK BY THE CONTRACTOR

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100 percent of the total amount of the work to be performed under the Contract.

8. INSURANCE REQUIREMENTS

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in

compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million ($1,000,000.00) Dollars each accident; One Million ($1,000,000.00) Dollars disease-policy limit; and, One Million ($1,000,000.00) Dollars disease-each employee.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million ($1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate.

c. BUSINESS AUTO LIABILITY with minimum limits of one million ($1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

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

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

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

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. INDEMNIFICATION

9.1 For $100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any and all subcontractors proposed for the work with the bid documents for TOWN acceptance at the pre-commencement meeting. The CONTRACTOR shall not substitute any subcontractor without obtaining the prior written authorization by the TOWN. Nothing contained in the Contract shall create any contractual or employment relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with

applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes and Federal Excise Tax to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.

c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. **FORCE MAJEURE**

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. **GRATUITIES**

18.1 The CONTRACTOR hereby warrants that it has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. **GOVERNING LAW AND VENUE**

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. **CONTRACT AMENDMENTS**

20.1 This Contract may be amended only with the prior written approval of the parties.

21. **NO WAIVER**

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. **NO ASSIGNMENT**

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization by the TOWN.

23. **ATTORNEY'S FEES**

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. **COMPLIANCE WITH LAWS**

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) calendar days of such notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for competed work and as determined by the TOWN.

These payments shall constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. FUNDING

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

31. RIGHT TO AUDIT

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

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status,

familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training (including apprenticeship), promotion, demotion, discipline or dismissal of employees.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

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

Attention: Lake Park Harbor Marina Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

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

Jose Rivera, Branch Manager
U.S. Security Associates, Inc.
1750 N. Florida Mango Road, #301
West Palm Beach, Florida 33409

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

By:_____
Vivian Mendez, Town Clerk, CMC

THE TOWN OF LAKE PARK

By:_____
James DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By:_____

Its:_____

SWORN TO and subscribed before me this _____ day of _____ 201_.

(Notary Seal)

_____
Notary Public

My Commission Expires: _____