



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, June 20, 2007, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

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

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- F. PUBLIC and OTHER COMMENT
 This time is provided for audience members to address items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.
- G. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

- H. **PROCLAMATION:**
Commemorating George Hill, Jr.
- I. **PRESENTATION:**
Park Avenue Improvements presented by Calvin Giordano & Associates
- J. **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 in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

- 1. Resolution No. 47-06-07 Authorize the Mayor to sign the contract for Creative Fireworks Tab 1
- 2. Authorize the Mayor to sign the Annual State Report Tab 2
- 3. Authorize the Mayor to sign the Facility Contract between the Town & First Baptist Church. Tab 3

K. PUBLIC HEARING(S)

ORDINANCE ON FIRST READING:

4. **ORDINANCE NO. 08-2007 Public Records Requests**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO TOWN ADMINISTRATION, TO AMEND ARTICLE I, TO CREATE NEW SECTION 2-4 TO BE ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 4

5. **ORDINANCE 10- 2007 Purchasing Authority of the Town Manager**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 (11) OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. Tab 5

6. **ORDINANCE NO. 11-2007 Harbor Marina Advisory Board Schedule & Duties**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, FLORIDA, AMENDING CHAPTER 76, ARTICLE II, PROVIDING FOR THE AMENDMENT OF SECTION 76-36 ENTITLED

“REPORTING TO COMMISSION; ASSISTANCE OF OFFICIALS AND EMPLOYEES”; PROVIDING FOR THE REPEAL OF SECTIONS 76-37, 76-38, 76-39, 76-40, 76-41 AND 76-42 PERTAINING TO THE HARBOR MARINA ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab6

7. ORDINANCE NO. 12-2007 Garage Sale

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 20 PERTAINING TO SECONDHAND GOODS, ARTICLE II GOVERNING GARAGE SALES, SECTION 20-32 ENTITLED “PERMIT REQUIRED” TO REDUCE THE GARAGE SALE PERMIT FEE AMOUNT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab7

ORDINANCE ON SECOND READING:

8. ORDINANCE NO. 03-2007 Historic Preservation

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED “APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab8

9. ORDINANCE NO. 09-2007 Water Violation Fine Structure

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE 11, DIVISION 2, SECTION 32-57 ENTITLED “PENALTIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab9

L. RESOLUTION(S):

10. RESOLUTION NO. 48-06-07 Authorizing a loan in an amount not to exceed \$2,000,000 from Florida Municipal Bond Council for the Alleyway Project

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$2,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL PROJECTS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

Tab 10

M. DISCUSSION AND POSSIBLE ACTION:

- 11. Authorization to allocate \$10,000 to support the "Let Us Vote" initiative for a
Palm Beach County Charter Amendment Referendum **Tab 11**
- 12. Rezoning a portion of the Bioscience Overlay area **Tab 12**
- 13. Rescheduling of the August 15, 2007 Regular Commission Meeting **Tab 13**

N. ADJOURNMENT:

Proclamation

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Proclamation*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> Other: Proclamation | |

SUBJECT: Proclamation Commemorating George Hill, Jr.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. J. Davis* Date: *6/8/07*
Union Mendez *June 8, 2007*
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input checked="" type="checkbox"/> Town Clerk <i>(initials)</i> _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: At the Commission's request, this Proclamation was created to commemorate Lake Park resident George Hill Jr.

Palm Beach
Post

May 18, 20

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Proclamation*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> Other: Proclamation | |

SUBJECT: Proclamation Commemorating George Hill, Jr.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. J. Davis* Date: *6/8/07*
Union Meadows *June 8, 2007*
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input checked="" type="checkbox"/> Town Clerk <i>(initials)</i> _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: At the Commission's request, this Proclamation was created to commemorate Lake Park resident George Hill Jr.

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
Commemorating
George Hill, Jr.

WHEREAS, George Hill, Jr. was a resident of the Town of Lake Park and an active member of community; and

WHEREAS, George Hill, Jr. was born in Sparta , Georgia, and grew up in Charleston, South Carolina and later moved to New Jersey before retiring to Florida; and

WHEREAS, George Hill, Jr. spearheaded the Lake Park Neighborhood Crime Watch Program and was also its President for three years; and

WHEREAS, George Hill, Jr. has earned the respect, admiration and high regards of all with whom he came in contact, and this community has sustained a great loss in his passing; and

NOW, THEREFORE, be it resolved that this Commission, speaking on behalf of all our citizens, hereby extends to the members of his family this expression of sincere regret for his loss, and the hope that they will be consoled by the memories of his life and achievements.

IN WITNESS WHEREOF, I, Paul W. Castro, Mayor of the Town of Lake Park, *have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 20th day of June, 2007.*

BY:

Paul W. Castro, Mayor

ATTEST:

Vivian Mendez, Town Clerk

Palm Beach
Post

May 18, 2007



GEORGE HILL, Jr.

George Hill, Jr., 73, of Lake Park, Florida, formerly of East Orange, NJ passed away May 11, 2007.

A funeral service will be held on Saturday, May 19, 2007 at 11:00am at Roanoke Baptist Church, 1320 Douglass Avenue, West Palm Beach, FL. Visitation will be held on Friday, May 18, 2007 from 4pm - 7pm at Coleman Funeral Home, 1215 N. Tamarind, West Palm Beach, FL.

Born in Sparta, GA, the son of the late George and Alice Hill grew up in Charleston, SC and later moved to New Jersey before retiring to Florida. He was active in the community and spearheaded the Lake Park Neighborhood Crime Watch and was President for three years. He was the youngest Past Worshipful Master of Jephthah Lodge #56, Montclair, NJ.

Celebrating the memories of his life are wife, Beale Bryant Hill, daughters, Valerie Hill, Sandra Adams, sons, Calvin Hill and Vincent Hill, ten grandchildren, two great-grandchildren, three brothers and a host of nieces, nephews and other relatives and friends.

To express condolences and/or make donations
Visit PalmBeachPost.com/obituaries

Presentation

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **June 20, 2007**

Agenda Item No. *Presentation*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input checked="" type="checkbox"/> Other: Presentation | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Presentation of Conceptual Plans for Park Avenue Improvements by Calvin, Giordano and Associates

RECOMMENDED MOTION/ACTION: Staff requires direction from the Commission as to whether it wishes to design Park Avenue Improvements

Approved by Town Manager *De. Lewis* Date: *6/14/07*

Name/Title	Date of Actual Submittal	
Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: Conceptual Plans
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Town received a grant in 2005 from County Commissioner Karen Marcus in the amount of \$160,000 for the design of Park Avenue Improvements from West 7th Street to U.S. 1.

To date, only approximately \$30,000 has been expended to develop a conceptual design and cost estimates. The grant expires at the end of June 2007. The Town Manager requested a one year extension to provide for adequate time for the Commission and community to determine whether to proceed with the design of the project.

The Town Manager invited Calvin, Giordano and Associates to present the conceptual design to the Town Commission. If the Commission wishes to continue with the design, a series of meetings will be scheduled to present the conceptual design to the public, particularly to those property owners with homes adjoining Park Avenue.

**Calvin, Giordano & Associates, Inc.**

EXCEPTIONAL SOLUTIONS

560 Village Blvd, Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization No. 514

DATE
6/12/2007

PROJECT TITLE				CGA PROJECT NO.	
Park Avenue Improvements				02-2748.79	
LOCATION					
Town of Lake Park					
OWNER					
Town of Lake Park					
ESTIMATED BY PAF		CHECKED BY		APPROVED BY	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT
GENERAL ITEMS					
1	Mobilization	1	LS	\$200,000.00	\$175,000.00
2	Maintenance of Traffic	1	LS	\$110,000.00	\$100,000.00
3	N.P.D.E.S. Compliance	1	LS	\$35,000.00	\$35,000.00
4	Clearing & Grubbing	1	LS	\$125,000.00	\$125,000.00
SUBTOTAL GENERAL					\$435,000.00
ROADWAY ITEMS					
1	Type S III Asphaltic Concrete (1")	700	TN	\$135.00	\$94,500.00
2	2' Valley Gutter	3,374	LF	\$13.00	\$43,862.00
3	Concrete Curb (Type "F")	4,950	LF	\$16.00	\$79,200.00
4	Concrete Curb (Type "D")	7,680	LF	\$14.00	\$107,520.00
5	Concrete Sidewalk (4" Thick)	2,317	SY	\$30.00	\$69,510.00
6	Concrete Pavement (6" thick)(driveways)	2,293	SY	\$45.00	\$103,185.00
7	Stamped Concrete	1,115	SY	\$50.00	\$55,750.00
8	Pavement Widening	3,400	SY	\$45.00	\$153,000.00
SUBTOTAL ROADWAY					\$706,527.00
DRAINAGE ITEMS					
1	Inlet (Gutter) (Type S)	3	EA	\$1,500.00	\$4,500.00
2	Inlet (Curb)(Type P-5)	9	EA	\$4,250.00	\$38,250.00
3	Inlet (Curb)(Type P-6)	2	EA	\$4,250.00	\$8,500.00
4	Inlet (Ditch Bott)(Type E)	2	EA	\$3,250.00	\$6,500.00
5	Drainage Structure (Modified)	3	EA	\$4,500.00	\$13,500.00
6	Manholes (P7)	2	EA	\$3,500.00	\$7,000.00
7	Manholes (J7)	4	EA	\$5,000.00	\$20,000.00
8	Inlet (adjust)	7	EA	\$750.00	\$5,250.00
9	Reinforced Concrete Pipe (18")	1,625	LF	\$70.00	\$113,750.00
10	Reinforced Concrete Pipe (24")	615	LF	\$85.00	\$52,275.00
11	Reinforced Concrete Pipe (30")	690	LF	\$95.00	\$65,550.00
12	Reinforced Concrete Pipe (36")	1,480	LF	\$110.00	\$162,800.00
13	French Drain (Inc. Ballast Rock and Filter Fabric)	300	LF	\$80.00	\$24,000.00
SUBTOTAL DRAINAGE					\$521,875.00



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

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 Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization No. 514

DATE
6/12/2007

PROJECT TITLE			CGA PROJECT NO.		
Park Avenue Improvements			02-2748.79		
LOCATION					
Town of Lake Park					
OWNER					
Town of Lake Park					
ESTIMATED BY		CHECKED BY		APPROVED BY	
PAF					
UTILITY ITEMS					
1	8" DIP	2,473	LF	\$65.00	\$160,745.00
2	8" Gate Valve & Box w/ Mega Lug	2	EA	\$2,400.00	\$4,800.00
3	6" Gate Valve & Box w/ Mega Lug	4	EA	\$2,000.00	\$8,000.00
4	8" x 6" Reducer w/ Mega Lug	1	EA	\$500.00	\$500.00
5	8" Tapp. Slv.&Valve&Box w/Mega Lug	1	EA	\$10,000.00	\$10,000.00
6	6" Tapp. Slv.&Valve&Box w/Mega Lug	1	EA	\$8,000.00	\$8,000.00
7	8" x 6" Tee w/ Mega Lug	2	EA	\$525.00	\$1,050.00
8	Fire Hydrant w/ Mega Lug	2	EA	\$3,000.00	\$6,000.00
9	1" Water Service	36	EA	\$600.00	\$21,600.00
10	1 1/2" Water Service	4	EA	\$800.00	\$3,200.00
11	HRS- Sample Points	2	EA	\$3,000.00	\$6,000.00
12	8" 90° Bend w/ Mega Lug	1	EA	\$500.00	\$500.00
13	8" 45° Bend w/ Mega Lug	2	EA	\$500.00	\$1,000.00
14	Grout Fill Exist. A.C. W.M.	105	CY	\$285.00	\$29,925.00
SUBTOTAL UTILITY					\$261,320.00
PAVEMENT MARKING AND SIGNAGE ITEMS					
1	6" Solid White (Thermo)	6,471	LF	\$1.10	\$7,118.10
2	8" Solid White (Thermo)	185	LF	\$1.30	\$240.50
3	12" Solid White (Thermo)	1,925	LF	\$2.00	\$3,850.00
4	18" Solid White (Thermo)	85	LF	\$2.80	\$238.00
5	24" Solid White (Thermo)	185	LF	\$3.80	\$703.00
6	6" Skip White (10'-30') (Thermo)	150	LF	\$0.80	\$120.00
7	6" Solid Yellow (Thermo)	6,850	LF	\$1.10	\$7,535.00
8	Directional Arrow (Left) (Thermo)	3	EA	\$65.00	\$195.00
9	Directional Arrow (Right) (Thermo)	4	EA	\$65.00	\$260.00
10	Relocate Signs	28	EA	\$100.00	\$2,800.00
11	New Signs	10	EA	\$350.00	\$3,500.00
SUBTOTAL PAVEMENT MARKING AND SIGNAGE					\$26,559.60
LANDSCAPE ITEMS					
1	Royal Palm (6'-8', clear grey wood)	33	EA	\$350.00	\$11,550.00
2	Live Oak (12')	10	EA	\$150.00	\$1,500.00
3	Cabbage Palm	105	EA	\$100.00	\$10,500.00
4	Crepe Myrtles (10')	30	EA	\$120.00	\$3,600.00



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 Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization No. 514

DATE
6/12/2007

PROJECT TITLE Park Avenue Improvements				CGA PROJECT NO. 02-2748.79	
LOCATION Town of Lake Park					
OWNER Town of Lake Park					
ESTIMATED BY PAF		CHECKED BY		APPROVED BY	
5	Cassia Tree (10')	60	EA	\$120.00	\$7,200.00
6	Fakahatchee Grass (3 gallon container)	590	EA	\$4.50	\$2,655.00
7	Copper Leaf (4', 15 gallon container)	70	EA	\$30.00	\$2,100.00
8	Dwarf Crown of Thorns (1 gallon container)	1760	EA	\$5.00	\$8,800.00
9	Raphiolepis (3 gallon container)	400	EA	\$5.00	\$2,000.00
10	Var. Arboricola (3 gallon container)	1360	EA	\$4.50	\$6,120.00
11	St. Augustine Grass	7230	SY	\$1.39	\$10,049.70
12	Dwarf Magnolia Trees	18	EA	\$150.00	\$2,700.00
13	Delivery & Installation	1	LS	\$180,000.00	\$180,000.00
SUBTOTAL LANDSCAPE					\$248,774.70
IRRIGATION ITEMS					
1	Irrigation	1	LS	\$75,000.00	\$75,000.00
SUBTOTAL IRRIGATION					\$75,000.00
LIGHTING ITEMS					
1	Lighting	1	LS	\$200,000.00	\$200,000.00
SUBTOTAL LIGHTING					\$200,000.00
SUMMARY					
GENERAL ITEMS					\$435,000.00
ROADWAY ITEMS					\$706,527.00
DRAINAGE ITEMS					\$521,875.00
UTILITY ITEMS					\$261,320.00
PAVEMENT MARKING AND SIGNAGE ITEMS					\$26,559.60
LANDSCAPE ITEMS					\$248,774.70
IRRIGATION ITEMS					\$75,000.00
LIGHTING ITEMS					\$200,000.00
SUBTOTAL					\$2,475,056.30
CONTINGENCY @ 15%					\$371,258.45
GRAND TOTAL =					\$2,846,314.75

I certify that this cost estimate is based on recent prevailing bid prices.

Patrick A. Figurella, P.E.
Florida Certificate No. 54795

Consent Agenda

TAB 1

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: June 20, 2007

Agenda Item No. Tab 1

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Creative Fireworks Company, Resolution

RECOMMENDED MOTION/ACTION:

Authorize the Mayor to sign the Creative Fireworks Contract.

Approved by Town Manager Greg Dowling Date: 6/6/07

Greg Dowling / Interim Director Parks & Rec. June 5, 2007
Name/Title Date of Actual Submittal

Originating Department: Parks & Recreation	Costs: \$ 15,000 Funding Source: Promotional Activity Acct. # 600-48000	Attachments: Memo Resolution
Department Review: <input checked="" type="checkbox"/> Parks & Recreation <input type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Dept <input type="checkbox"/> Human Resources <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Attorney <u>JTB</u> <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>GD</u> Please initial one.

GD 6-6-07

Summary Explanation/Background: Authorize the Mayor to sign the Creative Fireworks Company Contract to provide a barge on June 30, 2007 in the Intercoastal waterway off Lake Shore Park.

RESOLUTION NO. : 47-06-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH CREATIVE FIREWORKS COMPANY, INC. FOR THE TOWN'S JUNE 30, 2007 FIREWORKS DISPLAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida ("Town") agrees to enter into an Agreement with Creative Fireworks Company, Inc. to display fireworks for the Town's June 30, 2007 Fireworks Display; and

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Contract attached hereto as **Exhibit "A"** thereto, and all other necessary documents to effectuate the Contract.

Section 3. This Resolution shall be effective upon adoption.

CREATIVE FIREWORKS COMPANY, INC.

P.O. BOX 468
JENSEN BEACH FL. 34957
Phone: 772-334-1588
Fax: 772-334-1199

May 10, 2007

Dale Dougherty, Director Community Affairs and Recreation
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

Re: June 30, 2007, Display of Fireworks

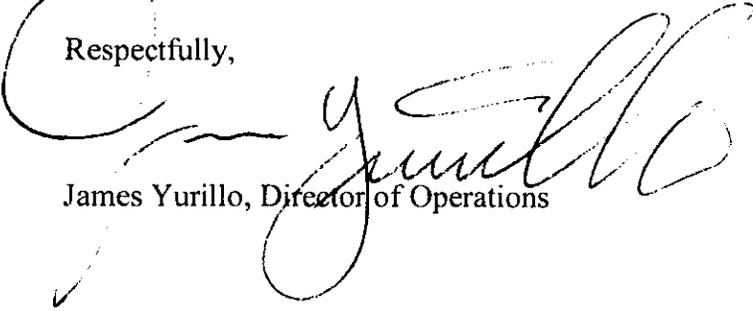
Mr. Dougherty,

It gives us great pleasure to have been chosen to supply Lake Park with a Display of Fireworks on the night of June 30, 2007. Arrangements have been made for the use of a barge so the Display may be discharged from the Intercoastal Waterway. The Coast Guard permit has been applied for, in the event we are unsuccessful in obtaining Coast Guard approval we are prepared to move the discharge site to Kelsey Park.

I have enclosed 2 copies of our contract; this contract contains the same language as last years. Please execute and return 1 copy to me along with the deposit.

We are looking forward to an exciting night of Fireworks. If you should have any questions or concerns please call me on my cell phone at (772) 215-4047.

Respectfully,


James Yurillo, Director of Operations

AGREEMENT

This AGREEMENT, executed this _____ day of _____, 2007, by and between Town of Lake Park, hereinafter called "TOWN", party of the first part, and CREATIVE FIREWORKS COMPANY, INC., a Florida Corporation, hereinafter called CONTRACTOR, party of the second part.

RECITAL

In consideration of the below agreement and covenants set forth herein, the parties agree as follows:

The CONTRACTOR agrees to furnish to the TOWN an exhibition of pyrotechnics, as per a program mutually agreed upon by both the TOWN and CONTRACTOR on the date and time as noted: June 30, 2007 9:00 pm on que of the SPONSOR .

The TOWN agrees to furnish and set up rope lines and provide monitors i.e. law enforcement, security or marine patrol for crowd control, as required, for the protection of the public. The monitors shall remain in communication with the CONTRACTOR to immediately report any condition that may endanger the health and safety of any person or property.

The CONTRACTOR and/or TOWN will stop the display if any spectator enters the discharge area or any fall-out (i.e. sparks, debris) form the fireworks has been observed, or as reported by the monitors, in any area that may become hazardous life or property.

The TOWN agrees to provide an approved site acceptable by the local authority having jurisdiction for the discharge of the display of pyrotechnics, and described as: **Along Seawall in Kelsey Park, or Intercoatal Waterway east of Kelsey Park. (if permit by US Coastguard)**

The CONTRACTOR agrees to obtain all permits required by the local, state and federal authorities.

The CONTRACTOR agrees to furnish all material required for the exhibition.

The CONTRACTOR agrees to keep all pyrotechnics secure and dry in the event of rain and stormy weather.

The CONTRACTOR may test fire fireworks at any time prior to the exhibition to determine wind direction and fallout patterns and will aim all pyrotechnics away from the spectators viewing area.

The CONTRACTOR and TOWN agree in the event of rain or inclement weather, creating unsafe conditions as determined by the CONTRACTOR, that the display of pyrotechnics will be postponed to a day and time certain as identified by the TOWN. If the display is rescheduled to a date other than herein specified the TOWN will make the final payment in full, and make payment for the cost of personnel time and material, explosive storage and handling charges. Such additional cost shall not exceed 25% of the total show cost as herein specified.

The CONTRACTOR and TOWN agree to inspect the discharge site and all surrounding areas immediately after the event. During said inspection any used explosives will be removed by the CONTRACTOR. The CONTRACTOR shall also remove all materials utilized in the process of preparing for and performing the exhibition. The TOWN will provide final clean-up and removal of paper and debris that remain following the display.

The CONTRACTOR agrees to carry liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate, for any and all injuries and/or damage that might be caused to any person, persons and/or property by reason of any defective pyrotechnics, apparatus, equipment or fixtures furnished by CONTRACTOR or its employees in connection with the exhibition hereinabove agreed to be given. The TOWN shall be included as an additional insured on the liability insurance policy provided by the CONTRACTOR.

CONTRACTOR shall indemnify and hold harmless the Town, its elected and appointed officials, employees, contract employees, agents, or consultants from any and all liability arising from CONTRACTOR'S exhibition.

The TOWN agrees to pay to CONTRACTOR the sum of **\$15,000 (from intercoastal waterway) or \$10,000 (Kelsey Park Location)**; 50% deposit paid with the signed contract and remaining balance on **June 30, 2007**

The TOWN may increase the budget of the display as deemed acceptable to the CONTRACTOR.

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the Laws of Florida in all respects without reference to the laws of any other state or nation. Quotations, contracts and deliveries are contingent on causes beyond control of CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN ON LAKE PARK

Mayor

ATTEST:

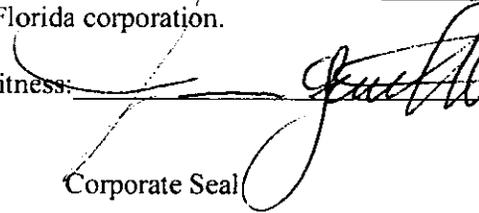
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Town Clerk



Town Attorney

Witnesses as to CONTRACTOR: CREATIVE FIREWORKS COMPANY, INC.
a Florida corporation.

Witness:  Title: DIRECTOR OF OPERATIONS
Corporate Seal

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: June 20, 2007

Agenda Item No. *Tab 2*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Annual State Report

RECOMMENDED MOTION/ACTION: Authorize the Mayor to sign the Annual State Report.

Approved by Town Manager *W. Davis* Date: *6/13/07*

Name/Title	Date of Actual Submittal	
Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Every year the annual state report has to be signed by the Mayor and sent to the Department of Financial Services. Staff is recommending that the Mayor signs so that we are in compliance.

FundExpenditure

Account Description	Acct Code	Obj Code	General Fund	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total Memorandum
Legislative-General Government-Pers Serv	511	10	51351	0	0	0	0	0	0	0	0	0	51351
Legislative-General Government-Op Exp	511	30	67289	0	0	0	0	0	0	0	0	0	67289
Executive-General Government-Pers Serv	512	10	230255	0	0	0	0	0	0	0	0	0	230255
Executive-General Government-Op Exp	512	30	32595	0	0	0	0	0	0	0	0	0	32595
Executive-General Government-Cap Outlay	512	60	1266	0	0	0	0	0	0	0	0	0	1266
Financial and Administrative-General Government-Pers Serv	513	10	505138	0	0	0	0	0	0	0	0	0	505138
Financial and Administrative-General Government-Op Exp	513	30	209001	0	0	0	0	0	0	0	0	0	209001
Financial and Administrative-General Government-Cap Outlay	513	60	15056	0	0	0	0	0	0	0	0	0	15056
Legal Counsel-General Government-Op Exp	514	70	12910	0	0	0	0	0	0	0	0	0	12910
Legal Counsel-General Government-Debt Serv	514	30	215110	0	0	0	0	0	0	0	0	0	215110
Debt Service Payments-General Government-Debt Serv	517	70	0	0	768108	0	0	0	0	0	0	0	768108
Pension Benefits	518	30	0	0	0	0	0	0	0	45564	0	0	45564
Pension Benefits-General Government-Other Uses	518	90	0	0	0	0	0	0	0	362593	0	0	362593
Other General Government-General Government-Op Exp	519	30	127804	0	0	0	0	0	0	0	0	0	127804
Other General Government-General Government-Cap Outlay	519	60	56932	0	0	660416	0	0	0	0	0	0	717348
Other General Government-General Government-Other Uses	519	90	23766	89512	0	0	0	0	0	0	0	0	113278
Law Enforcement-Public Safety-Op Exp	521	30	2089831	0	0	0	0	0	0	0	0	0	2089831
Fire Control-Public Safety-Op Exp	522	30	1604056	0	0	0	0	0	0	0	0	0	1604056
Consumer Affairs-Public Safety-Pers Serv	528	10	255939	0	0	0	0	0	0	0	0	0	255939
Consumer Affairs-Public Safety-Op Exp	528	30	352281	0	0	0	0	0	0	0	0	0	352281
Consumer Affairs-Public Safety-Cap Outlay	528	60	520	0	0	0	0	0	0	0	0	0	520
Consumer Affairs-Public Safety-Debt Serv	528	70	2321	0	0	0	0	0	0	0	0	0	2321
Garbage/Solid Waste-Physical Environment-Pers Serv	534	10	0	0	0	0	0	0	0	498580	0	0	498580
Garbage/Solid Waste-Physical Environment-Op Exp	534	30	0	0	0	0	0	0	0	557196	0	0	557196
Garbage/Solid Waste-Physical Environment-Other Uses	534	90	0	0	0	0	0	0	0	177325	0	0	177325
Other Physical Environment-Physical Environment-Pers Serv	539	10	279232	0	0	0	0	0	0	0	0	0	279232
Other Physical Environment-Physical Environment-Op Exp	539	30	78484	0	0	0	0	0	0	0	0	0	78484
Other Physical Environment-Physical Environment-Debt Serv	539	60	2314	0	0	0	0	0	0	0	0	0	2314
Other Physical Environment-Physical Environment-Other Uses	539	90	469946	0	0	0	0	0	0	0	0	0	469946
Road/Street Facilities-Transportation-Pers Serv	541	10	117866	542731	0	0	0	0	0	0	0	0	660597
Road/Street Facilities-Transportation-Op Exp	541	30	163007	0	0	0	0	0	0	0	0	0	163007
Road/Street Facilities-Transportation-Cap Outlay	541	60	25594	26481	0	0	0	0	0	0	0	0	52075
Road/Street Facilities-Transportation-Debt Serv	541	70	2317	0	0	0	0	0	0	0	0	0	2317
Road/Street Facilities-Transportation-Other Uses	541	90	40761	0	0	0	0	0	0	0	0	0	40761
Libraries-Culture/Recreation-Pers Serv	571	10	295026	0	0	0	0	0	0	0	0	0	295026
Libraries-Culture/Recreation-Op Exp	571	30	72539	0	0	0	0	0	0	0	0	0	72539
Libraries-Culture/Recreation-Cap Outlay	571	60	34086	0	0	0	0	0	0	0	0	0	34086
Libraries-Culture/Recreation-Debt Serv	571	70	1987	0	0	0	0	0	0	0	0	0	1987
Parks/Recreation-Culture/Recreation-Pers Serv	572	10	335456	0	0	0	0	0	0	209294	0	0	544750
Parks/Recreation-Culture/Recreation-Op Exp	572	30	230144	0	0	2289	0	0	0	0	0	0	835435
Parks/Recreation-Culture/Recreation-Cap Outlay	572	60	115201	0	0	0	0	0	0	0	0	0	115201
Parks/Recreation-Culture/Recreation-Debt Serv	572	70	22072	0	0	0	0	0	0	0	0	0	22072
Legislative-General Government-Other Uses	572	90	0	0	0	0	0	0	0	0	0	0	305470
TOTALS			8139453	658724	768108	662705	0	2350867	0	408257	0	0	12988114

FundRevenue

Account Description	Account Code	General Revenue	Special Revenue	Debt Service	Capital Projects	Permanet	Enterprise	Internal Service	Pension	Trust	Primary Total	Component Units	Total Memorandum
Ad Valorem Taxes-Property Value Taxes	311000	4,092,522	747,305	-	-	-	-	-	-	-	-	-	4,839,827
Local Option Fuel Tax/Alternative Fuel Tax	312400	1,878	-	-	-	-	-	-	-	-	-	-	1,878
Electricity-Franchise Fees	313100	600,953	-	-	-	-	-	-	-	-	-	-	600,953
Gas-Franchise Fees	313400	4,516	-	-	-	-	-	-	-	-	-	-	4,516
Solid Waste-Franchise Fees	313700	26,342	-	-	-	-	629,437	-	-	-	-	-	655,779
Electricity-Utility Services	314100	560,625	-	-	-	-	-	-	-	-	-	-	560,625
Water-Utility Services	314300	108,800	-	-	-	-	-	-	-	-	-	-	108,800
Gas-Utility Services	314400	2,545	-	-	-	-	-	-	-	-	-	-	2,545
Communications Services Tax-Utility Services	315000	532,902	-	-	-	-	-	-	-	-	-	-	532,902
Occupational Licenses-Licenses	321000	322,818	-	-	-	-	-	-	-	-	-	-	322,818
Building Permits-Permits	322000	269,282	-	-	-	-	-	-	-	-	-	-	269,282
Other Licenses, Permits, Fees-Other Licenses, Permits,	329000	2,724	-	-	-	-	-	-	-	-	-	-	2,724
Public Safety-Public Safety	331200	10,000	-	-	226,097	-	732,525	-	-	-	-	-	968,622
Culture/Recreation-Culture/Recreation	334700	16,437	-	-	-	-	-	-	-	-	-	-	16,437
State Revenue Sharing Proceeds-General Government	335120	278,949	-	-	-	-	-	-	-	-	-	-	278,949
Alcoholic Beverage Licenses-General Government	335150	9,971	-	-	-	-	-	-	-	-	-	-	9,971
Local Government Half-Cent Sales Tax-General Govern	335180	720,919	-	-	-	-	-	-	-	-	-	-	720,919
Administrative Fees-General Government	341300	182,925	-	-	-	-	-	-	-	-	-	-	182,925
Other Public Safety Charges and Fees-Public Safety	342900	10,862	-	-	-	-	-	-	-	-	-	-	10,862
Parks and Recreation-Culture/Recreation	347200	45,918	-	-	-	-	-	-	-	-	-	-	45,918
Judgments and Fines-Fines	351000	28,133	-	-	-	-	-	-	-	-	-	-	28,133
Library-Fines	352000	2,553	-	-	-	-	-	-	-	-	-	-	2,553
Violations of Local Ordinances-Fines	354000	154,548	-	-	-	-	-	-	-	-	-	-	154,548
Interest-Interest and Other Earnings	361100	214,714	12,039	-	-	-	62,167	-	70,682	-	-	-	359,602
Rents and Royalties-Rents and Royalties	362000	13,099	-	-	-	-	-	-	225,843	-	-	-	238,942
Disposition of Fixed Assets-Sales	364000	30,132	-	-	-	-	-	-	-	-	-	-	30,132
Other Miscellaneous Revenues-Miscellaneous	369000	324,969	-	-	-	-	-	-	165,440	-	-	-	490,409
Install Purchases Proceeds/Capital Leases-Proceeds	383000	103,185	-	-	-	-	-	-	-	-	-	-	103,185
Sheriff-Constitutional Officers	386400	5,346	-	-	-	-	-	-	-	-	-	-	5,346
TOTALS		8,678,567	759,344	-	226,097	-	1,424,129	-	461,965	-	-	-	11,550,102

Unit ID and Name: 200197 Lake Park

Financial Officer Name: Cynthia R. Semmelli

Financial Officer Title: Finance Director

Mailing Address: 535 Park Avenue

City Address: Lake Park

State: FL

Zip Code: 33403

Email Address: csemmelli@lakeparkflorida.gov

Phone Number: (561) 881-3350

Phone Extension: _____

Contact Person's Name: Cynthia R. Semmelli

Contact's Phone Number: (561) 881-3350

Contact's Extension: _____

FAX Number: (561) 881-3358

Certification
 We the undersigned certify, to the best of our knowledge, that the information reported herein or submitted electronically is accurate and complete.

Name _____

Title _____

X Signature of Chairman of Government Board (required)
LAURENCE J. KERAN
 Name
ASSISTANT TO THE FINANCE DIRECTOR
 Title
[Signature]
 X Signature of Chief Financial Officer (required)

Was Annual Financial Report filed electronically?
 Yes No

If yes indicate method:
 FTP Diskette E-Mail Other

Date completed Audit Report was received: 01 / 19 / 07

State Use Only

Initials _____ Date _____

AFR Tracked _____

Audit Tracked _____

Rev/Exp _____

Complete _____

Financial Condition Information

Amount of outstanding long-term debt: \$ 11,875,341

The term "long-term-debt" means any agreement or series of agreements to pay money that are not due for actual payment within the current fiscal year. This balance refers to formal debt issues, such as notes and bonds, long-term compensated absence liability, claims and judgments, landfill closure and post closure care costs and "other obligations that are not due for payment in the current period."

Have you experienced a financial emergency in fiscal year ended 2006? Yes No

If yes, have you complied with Section 218.503(2), Florida Statutes? Yes No

(ie: Have you reported a financial emergency if there has been one?)

Use separate page for response if needed.

Mail Completed Forms and Required Attachments/Enclosures to:
 Department of Financial Services
 Bureau of Accounting
 200 E. Gaines Street
 Tallahassee, Florida 32399-0354

State of Florida
Annual Local Government Financial Report
Fiscal Year 2005-2006

Counties and Municipalities Only

Enter the utility service tax rates for the following:

Electricity 10%

Telecommunications 7%

Water 10%

Natural Gas 1%

Cable Vision _____

Fuel Oil _____

Propane _____

Other _____

TAB 3

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Tab 3*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: First Baptist Church of Lake Park Summer Camp Facility Contract, Resolution

RECOMMENDED MOTION/ACTION:

Authorize the Mayor to sign the Facility Contract between the Town & First Baptist Church of Lake Park.

Approved by Town Manager *Greg Dowling* **Date:** *6/13/07*

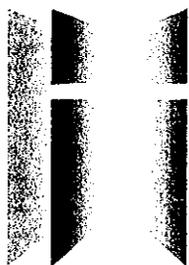
Greg Dowling / Interim Director Parks & Rec June 14, 2007
Name/Title Date of Actual Submittal

*Greg
6/14/07*

Originating Department: Parks & Recreation	Costs: Funding Source: Acct. #	Attachments: Memo Resolution
Department Review: <input checked="" type="checkbox"/> Parks & Recreation <input type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Dept <input type="checkbox"/> Human Resources <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Public Works <input type="checkbox"/> Town Attorney <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Authorize the Mayor to sign the Summer Camp Facility Contract between the Town and Lake Park Baptist Church.

**CONTRACT
BETWEEN THE TOWN OF LAKE PARK
AND
FIRST BAPTIST CHURCH OF LAKE PARK**



First Baptist
LAKE PARK

THIS CONTRACT, made this ___day of_____, 2007, by and between the Town of Lake Park, public corporation of the State of Florida, hereinafter designated as "the TOWN", and FIRST BAPTIST CHURCH OF LAKE PARK, 625 Park Avenue, Lake Park, FL 33403 hereinafter designated as "the CHURCH".

www.FBCLakePark.com

WITNESSETH THAT:

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

Dr. Don MacKay
Senior Pastor

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

Rev. Dan Benham
Minister of
Music and Senior Adults

WHEREAS, the TOWN desires the use of a house owned by the CHURCH and located at 614 Greenbriar Drive in the Town for use by the TOWN and its participants in the TOWN's Summer Recreation Program; and

Rev. Tom Boiling
Minister to Students

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 CHURCH in consideration of the benefits flowing from each to the other do hereby agree as follows:

Rev. Jack DeLaney
Associate Pastor Emeritus

1. **GENERAL USE OF THE PREMISES BY TOWN.**

The TOWN shall have the exclusive right to use the building located at 614 Greenbriar Drive in the Town ("premises" or property") for use by the TOWN and its participants in the TOWN's Summer Recreation Program as follows:

Patricia Symonette
Financial Secretary

Hours of usage:	7:30 a.m. until 5:30 p.m. Monday through Friday
Period of usage:	June 4, 2007 through July 27, 2007
Fees for usage:	\$1000.00

Diane Wilson
Ministry Assistant

2. **INTERIOR USE OF PREMISES.**

625 Park Avenue
Lake Park, FL 33403
561-844-1609
561-844-2750 Fax

1. **Minimized access areas** which shall not be available and which shall remain locked are: the Computer Lab; Teachers' Offices; Dr. Arnone, and Mrs. Mathieu.
2. **Bathroom** consisting of a single washbasin and commode. No hot water is available for staff use only. On rainy days - staff monitored - single use only for boys and girls. The CHURCH will provide for materials needed (hand towels, toilet paper, trash removal to dumpster). Lake Park Recreation Department will remove trash from the house to the provided trashcan.
3. **Art room.** is allowed for the Temporary storage of play equipment; including two tables for computer games. ALL art supplies and/or art items are off limits located in Art room "Open Trays"/"Cabinets" are not available for use by TOWN.
4. **Kitchen Area.** The use of cabinets is not allowed by TOWN. Use of the sinks and refrigerator is allowed by TOWN. TOWN shall keep clean.
5. **Video Projection Equipment** is available for TOWN usage.
6. **NO EATING OR DRINKING IS ALLOWED INSIDE THE BUILDING EXCEPT FOR WATER.**

3. **EXTERIOR USE OF PREMISES.**

- Gates on the east side of the Premises shall be unlocked at 7 a.m.
- Courtyard play area only is available for use by TOWN
- East playground/apparatus is not available for use by TOWN.
- Bathroom use for boys/girls First Floor Only located between rooms 113-112 (outside hallway) is available for use by TOWN.
- The drinking Fountain First Floor Only located outside adjacent to boy/girl bathrooms is available for use by TOWN.
- The blue picnic tables with benches available for lunch located at west end of courtyard at (house) are available for use by TOWN (646 Greenbriar Dr.)
- The house at 622 Greenbriar Dr. is under construction, and therefore no one is permitted to go beyond the black boundary fence.
- The playground near house at 636 Greenbriar Dr. on both the west and east sides is not available for use by TOWN.
- No children may play in front of house (north side) at 614 Greenbriar Dr.

4. **GENERAL**

- All children are to be removed from the premises by 5:30 p.m. each day.
- Damages to any property will be covered by the TOWN.
- The CHURCH does not provide any insurance coverage for any injuries the children may cause to themselves or others.
- The house and grounds are to be picked up daily and places in outside trashcans. Carpet is to be vacuumed daily. Vacuum will be stored in side room.
- Any needs for lighting needs (bulb replacements) must be brought to the attention of the church office for custodial action.
- The bathroom at the Premises is to be cleaned and sanitized daily.

- A key to the Premises (house) will be provided for entry as well as a key to the gate nearest the 614 building. The gate **MUST** be locked whenever the premises are vacated for a trip as well as each evening.
- All properties at the Premises will be returned to the CHURCH in same condition as when received on June 4, 2007, ordinary wear and tear excepted.
- Appliances will be cleaned and in good working order. Video equipment will be in proper working order. The carpet will be cleaned or, if necessary, replaced will like quality and kind of carpet. Any and all repairs and clean up must be completed no later than Wednesday, August 15, 2007.

5. TERM AND PERIOD OF PERFORMANCE

The term of this CONTRACT is shall commence on June 4, 2007 and shall terminate on August 15, 2007. The parties agree that time is of the essence in the performance of each any every obligation under this CONTRACT.

6. CONSIDERATION.

As consideration for providing the use of the Premises and personal property as provided herein, the TOWN shall pay the CHURCH the sum on One Thousand (\$1,000.00) Dollars on or before June 4, 2007.

7. INDEMNIFICATION.

For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is hereby acknowledged, the CHURCH shall indemnify, defend, save, and hold the TOWN, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CHURCH, its subcontractors, agents, assigns, invitees, or employees in connection with any latent or patent defect in or upon the Premises being used by the Town pursuant to this Agreement. The CHURCH further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.

8. TERMINATION AND REMEDIES.

If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

The TOWN may terminate this CONTRACT at any time for convenience upon seven (7) calendar days prior written notice to the CHURCH. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair share value of the services provided.

9. RELATIONSHIP BETWEEN THE PARTIES

The CHURCH 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 CHURCH, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CHURCH is free to provide similar services for others.

The CHURCH shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.

The CHURCH shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

The CHURCH understands that all documents produced by CHURCH pursuant to this CONTRACT are public records and CHURCH must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CHURCH shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CHURCH's failure to comply with Chapter 119, F.S. related to public records. The CHURCH shall permit the TOWN or its designated agent to inspect all records maintained by CHURCH which are associated with this CONTRACT at the location where they are kept upon reasonable notice.

11. GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, 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. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by

CHURCH is specifically required during the occurrence of any of the events herein mentioned.

- 11.2 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 Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
- 11.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.5 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CHURCH recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **CONTRACT** on the date first written above.

TOWN OF LAKE PARK

ATTEST:

Vivian Mendez, Town Clerk

BY: _____
Paul Castro, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

FIRST BAPTIST CHURCH OF LAKE PARK

BY: _____
DON MACKAY, SENIOR PASTOR

TOWN OF LAKE PARK RECREATION DEPARTMENT
2007 SUMMER CAMP REGISTRATION

RESIDENT _____ NON-RESIDENT _____ AFTER-CARE _____ REGISTRATION # _____

PARTICIPANT'S LAST NAME _____ FIRST NAME _____

ADDRESS _____ CITY _____ ZIP _____

HOME PHONE _____ BIRTH DATE ___/___/___ AGE _____

PARENT/GUARDIAN (1) _____ PHONE NO. _____

PARENT/GUARDIAN (2) _____ PHONE NO. _____

EMERGENCY CONTACT _____ PHONE NO. _____

SPECIAL NEEDS OF PARTICIPANT _____

T-SHIRT SIZE OF PARTICIPANT (Circle one) CHILD or ADULT SIZE _____

RELEASE AND MEDICAL AUTHORIZATION

I, _____, and _____,
as the parent(s)/legal guardian of _____
and I/we hereby consents to my child's participation in the Summer Camp
Recreation Program ("Program") of the Town of Lake Park. I/We acknowledge
and understand that my child may be participating in activities which involve the
risk of injury/death, including transportation to and from Program activities, and
that there are some risks that cannot be foreseen or anticipated at this time. In
consideration of the Town's consent to my child's participation in the Program
and other good and valuable consideration, the receipt of which is hereby
acknowledged, I/we hereby release and agree to hold harmless, the Town of
Lake Park, and the First Baptist Church of Lake Park, and their respective
officers, agents and employees, volunteers, independent contractors, and/or
participants, from any and all losses, claims, damages, liabilities, and causes of
action that I/we may have, and which our child may have, as a result of injury or
death, or damage to personal property, which may occur during our and my
child's participation in the Program. I/We agree and acknowledge that this
Release will apply and include claims regardless of the Town's own

negligence, and is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

I/We further acknowledge and understand that the Town does not provide accident or medical insurance for us or our child in connection with this Program, and I/we agree to accept full responsibility for all medical costs and expenses of ourselves and our child which may arise, and I/we release the Town from all claims which I/we may have for the payment of medical expenses or the reimbursement of medical expenses for ourselves and our children. In the event of an emergency during my/our or my/our child's participation in the Program, I /we consent to the emergency medical treatment of my child at the nearest hospital, medical center or by the emergency medical response services unit at the scene. I/We understand and agree that the Town has the right to dismiss, expel, or suspend our child from the Program if the Town, in its sole discretion, determines that my child's behavior is unruly, violent, or otherwise disruptive of, or detrimental to, the Program. I/we understand that no refunds of fees paid for the Program will be given in the event of the expulsion or suspension.

I/We acknowledge and understand that photographs of participants, in the Program may be taken and used by the Town on the Town's website or in other Town publications, and I/we hereby expressly consent to the use of our and our child's name, photograph or other likeness in this regard.

I/We have read and understand this document and I/we voluntarily agree to all of the terms and conditions of this Agreement this ___ day of _____, 2007. Both parents of the child participant should execute this Agreement, if possible.

(1) Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

(2) Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

TAB 4

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: June 20, 2007

Agenda Item No. Tab 4

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

APPROVAL OF ITEM

CONSENT AGENDA

SUBJECT: Public Records Request Ordinance 08-2007

RECOMMENDED MOTION/ACTION: Approve on first reading the Ordinance regarding Public Records Requests.

Approved by Town Manager

H. Davis

Date:

6/8/07

Vivian Mendez
Name/Title

May 7, 2007
Date of Actual Submittal

Originating Department: <u>Town Attorney</u>	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Dept <input type="checkbox"/> Human Resources <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Attorney <input checked="" type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: When a Public Records Request is made pursuant to Chapter 119 Florida Statute either in person, in writing, or by phone, the recipient of the request shall immediately notify the Town Clerk. The Town Clerk, within 24 hours, shall issue a written acknowledgement of receipt to the requestor including the total estimated cost and provide a copy to the Town Attorney. Copies of documents are charged per F.S. 119.07 (4).

ORDINANCE NO. 08-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO TOWN ADMINISTRATION, TO AMEND ARTICLE I, TO CREATE NEW SECTION 2-4 TO BE ENTITLED “PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS”; 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 such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, both Article 1, Section 24(a) of the Florida Constitution, and Chapter 119, F.S., commonly known as the “Public Records Act” (“Act”), provide a public right of access to any public record which is made or received in connection with the official business of any public body, officer, or employee; and

WHEREAS, Town staff has recommended that Town Commission adopt a procedure for processing public records requests in order to ensure compliance with the requirements of the Act; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that creating Section 2-4, of Chapter 2, Article I pertaining to the processing of public records requests pursuant to the requirements of the Act is necessary to further the public’s health, safety and welfare.

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

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

Section 2. Chapter 2, Article I, Section 2-4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created to read as follows:

Sec. 2-4. Procedures for processing public records requests.

(1) Public records request forms.

Whenever a request for public records of the Town ("request") is made pursuant to Chapter 119, Fla. Stat. (the "The Public Records Act" or the "Act") and is received (either in person, in writing, or on the telephone) by the Town, the requestor shall be asked to complete the Town prepared form for requesting public records, and the requestor shall be provided with such form. If the requestor refuses to execute the form, the Town must still process the request, whether the request be oral or in a separate writing.

(2) Receipt of a public records request.

(a) When a public records request is received by an employee or elected or appointed official ("recipient") of the Town, the recipient of the request shall immediately notify the Town Clerk ("Clerk") of the receipt of the request. In the case of written request, the original or a copy of the request shall be transmitted to the Clerk by the most expedient and practical means, including but not limited to, by facsimile, hand delivery, or by the telephonic reading of the request to the Clerk, followed by delivery of the request by hand, or regular or overnight mail to the Clerk. In the case of an oral request, the recipient should, if possible, document the details of the request in writing while speaking with the requestor or directly thereafter. The specifics of the oral request shall in turn be forwarded to the Clerk, either orally by the recipient, or through the delivery of the written notes of the orally communicated request.

(b) Upon receipt of the request, and within twenty-four (24) hours if reasonably possible, the Clerk shall issue a written acknowledgement of the receipt of the request to the requestor. Unless the request was specific as to how the records were to be produced, the Clerk's correspondence shall inquire as to whether the requestor is requesting inspection only of the records or copies of the requested records. The requestor shall also be advised that the request has been forwarded for review by Town staff, and that a follow-up correspondence from the Clerk shall follow outlining the costs of the production of the records, and the photocopies if copies of the records have been requested. This information shall be communicated orally to the requestor if the Town has no address for the requestor and documentation of the oral communication shall be made by the Clerk

or her/his designee.

(3) *Provision of the request to the Town Attorney.* Upon receipt of a public records request, the Clerk shall provide the Town Attorney with a copy of the request. The request will be reviewed to determine if the request is an appropriate public records request under the Act and Florida law interpreting the requirements of the Act. Examples of inappropriate public records requests, include but are not limited to, the following:

- (1) A request that is in the form of an interrogatory or question requiring the Town to provide written or oral answers or information which may or may not be derived from the Town's public records, instead of a request for the actual production of public records; or is
- (2) A request that asks the Town to confirm or deny a fact or other matter concerning Town business or information contained in a public records of the Town; or is
- (3) A request that the Town produce a Town employee to answer questions relating to public records, or information contained in the Town's public records, or information concerning Town business, or is
- (4) A request that requires the Town to create a document in order to respond to a request; or is
- (5) A request that ask the Town to format or reformat Town records into a formant that the records are not regularly maintained in by the Town, and to provide the records in a different formant as requested by the requestor; or is
- (6) A request for personal or private e-mail stored in the Town's computer system or in a Town owned computer; or is
- (7) A request that is illegible, unclear, vague, or is insufficient to identify the records requested, or cannot otherwise be understood by the Clerk; or is
- (8) A request for records that are statutorily exempt from disclosure under the Florida Public Records Act, Chapter 119, Fla. Stat, as amended, or under any other state or federal statute, law, rule, or regulation, as amended from time to time; or is
- (9) A request that otherwise is inappropriate as determined by a court of competent jurisdiction.

(4) *Procedures for addressing inappropriate requests.*

In the event that a request is determined to be an inappropriate request, the Clerk or the Town Attorney, shall within twenty-four (24) hours if reasonably possible, issue a written response to the requestor (if the address of the requestor is known to the Clerk) or an oral response to the requestor, advising the requestor as to why the request is improper and/or that more information is needed to process and produce the records requested. In addition, the Clerk shall provide the requestor with a copy of the Town's form for requesting public records and request that the form be completed. A copy of the Clerk's written response shall be maintained in a file related to the request. Any oral response by the Clerk to a requestor shall be witnessed by another Town employee or the Town Attorney, and a record of the communications with the requestor shall be documented in writing by the Clerk or her/his designee who participated in the oral communication with the requestor.

(5) Procedures for processing proper requests.

(a) If the request is sufficient to be processed, regardless of the volume or breadth of the request, the Clerk shall distribute a copy of the request to all Town Department Heads for review. Each Department Head shall review the request to determine if her/his Department has any documents encompassed by the request, and if so, shall further determine the amount of personnel and/or information technology resources required to research and retrieve the records, and the estimated amount of pages of records to be produced and possibly photocopied. For purposes of this section the term "information technology resources" shall mean data processing hardware and software services, communications, supplies, personnel, facility resources, and maintenance and training.

(b) Each Department Head shall respond to the Clerk within twenty four (24) hours or less of receipt of the public record request by the Clerk, and shall advise the Clerk in writing if the Department has any of the requested records or not. If the Department Head does have some or all of the documents requested, the Department Head shall provide the Clerk in writing, the total estimated actual costs necessary to process the request, and shall break down the total cost by each separate costs such as the costs for any required information technology resources, administrative and personnel resources, photocopying and reproduction, and other costs allowable to be recovered by the Town pursuant to the Act.

(c) After all Department Heads have responded to the Clerk, the Clerk shall issue a written response to the requestor advising of the estimated costs of the production of the records (including the estimated number of hours to retrieve and review the records and the hourly rate for that service) and the estimated cost of the photocopies of the records. The Clerk's response shall also advise the requestor that before the Town begins to respond the request by undertaking research, retrieval and copying of the records, the estimated actual total cost must be paid in advance by money order or cashier's check made payable to the "Town of Lake Park" and delivered to the Town Clerk's Office. The Clerk's notice shall advise that the requestor may inspect the records without obtaining copies of the records, but that a charge for any administrative time and/or information technology resources incurred for the retrieval of the records, and for a custodian to be present during the review of the records will still be charged, and that such estimated cost must be paid in advance of the records inspection.

(d) If the estimated costs prepaid by the requestor result in a shortfall such that the amount paid by the requestor is below the actual costs incurred by the Town, the Town shall issue an invoice to the requestor by regular U.S. mail for the balance due, which must be paid by the requestor within ten (10) days of the issuance of the invoice by the Town, failing which the unpaid balance shall constitute a lien of the Town on the requestor's real and personal property, and which Claim of Lien may be recorded by the Town in the public records of Palm Beach County.

(e) If the estimated costs prepaid by the requestor are in excess of the actual costs incurred by the Town, the Town will issue the requestor a refund within at least thirty (30) days of the

determination of the amount of the excess charges and sent to the requestor by regular mail to the address given to the Town by the requestor, or at the address of the requestor as determined by the records of the Property Appraiser of Palm Beach County.

(6) *Production of the requested records.* After consultation between the Clerk and the Town Attorney, the Town Attorney shall determine if attorney review of the public records to be produced is required. If required, the Town Attorney shall review the records to be produced to determine whether any of the records are exempt from disclosure under the Act, or other statutory provisions and shall require the non-production and/or redaction of any exempt information from the production in accordance the requirements of the Act.

(7) *Administrative and other costs.*

(a) Personnel and administrative charges. A special service charge shall be imposed when the nature or volume of the records to be inspected requires the extensive use of information technology resources or extensive clerical and/or supervisory personnel, or both. For purposes of this section “extensive use” means at least fifteen (15) minutes or more is required to locate, review for exempt and confidential information, copy and refile the requested records. Such charges shall be actually based upon the labor (the hourly salary of the employee performing the task) and the computer costs incurred by the Town. The Town may also charge for a Town employee (at the hourly salary of the employee) to sit with the requestor during the course of the inspection to safeguard and protect the Town’s records from being stolen or destroyed.

(b) Copying costs. Until Section 119.07(4), Fla. Stat., is amended to increase the allowable charges for copies of records under the Act, the Town shall charge a fee of fifteen (15) cents per one-sided copy for copies of pages that are 14 inches by 82 inches or less. The Town shall charge five (5) cents for each two-sided duplicated copy. The Town shall charge \$1.00 per page for a certified copy of a public record. For all other copies, the Town shall charge the actual cost of the reproduction, except for the reproduction of maps, Aerials, blueprints, and other similar documents supplied by county officers which shall include a charge for labor and overhead. When the costs allowed to be imposed by Section 119.07 (4), Fla. Stat., that municipalities and other agencies subject to the requirements of the Act are increased, the fees provided herein shall be increased accordingly. 119.07(4), Fla. Stat., as amended.

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.

TAB 5

Summary Explanation/Background: The commission recommended that the Town Manager's purchasing authority for entering into contracts be increased from \$5,000 to \$10,000. The attached ordinance reflects this amendment.

ORDINANCE 10- 2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 (11) OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; 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, Section 2-82 of the Code of Ordinances of the Town of Lake Park sets forth the powers and duties of the Town Manager; and

WHEREAS, the Town Manager has recommended and the Town Commission deems it necessary and advisable to amend Section 2-82 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission deems it necessary and advisable to create Section 2-87 of the Town Code to formally recognize and establish that Town Attorney is an Officer of the Town.

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.

Section 2. Section 2-82 of the Code of Ordinances of the Town of Lake Park is hereby amended to read as follows:

The town manager shall be the chief administrative officer of the municipal government under the general supervision of the town commission. The town manager shall abide by the policies established by the town commission through ordinances, resolutions and specific motions. The town manager shall:

- (1) Managerial exempt department heads serve at the pleasure of the town manager. The town manager shall appoint, suspend and terminate all department heads.
- (2) The town manager shall appoint, suspend and terminate all non-managerial employees in accordance with the town's merit system.

- (3) Direct and supervise the administration of all departments, offices and agencies of the town, except as otherwise provided by the Charter, codes or by law. The town manager shall direct all department heads of recreation, marina, and finance to file monthly reports with the office of town manager. The town manager's office shall collect and forward these reports to the town commission without correction or modification. The town manager may issue comments regarding any of these reports.
- (4) Prepare the budget annually, submit it to the town commission with a message describing the important features, and be responsible for its administration after adoption.
- (5) Prepare and submit to the town commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the town commission.
- (6) Keep the town commission advised of the financial condition and future needs of the town, and make such recommendations as may be desirable on a timely basis. The town manager shall actively seek out potential grant monies that may be available to support town projects.
- (7) Recommend to the town commission a standard schedule of pay for all town positions, including minimum and maximum rates of pay. Recommend appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the commission in proper sessions.
- (8) Recommend to the town commission, from time-to-time, adoption of such ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.
- (9) Organize, reorganize, consolidate, combine or abolish positions, offices, department divisions or departments of the town with the approval of the town commission. This approval requires an ordinance.
- (10) Attend meetings of the town commission, town committees and boards, and other town meetings, as the town manager deems necessary, or as directed by the town commission. At such meetings, the town manager shall have the right to take part in the discussion, but without having a vote.
- (11) Serve as purchasing agent for the town, responsible for overseeing the purchase of equipment and supplies; the retention of engineering, consulting and other professional and contractual services for the town; and the disposal of surplus personal property. Contracts exceeding ~~\$5,000.00~~ \$10,000.00 require approval of the town commission.

(12) Provide staff support services for the mayor and commission members. These services are limited to those necessary in support of town activities.

(13) See that all laws and ordinances are duly enforced using existing agencies in a proper manner.

(14) Investigate the affairs of the town, or complaints regarding any department or division; investigate all complaints in relation to matters concerning administration; investigate complaints regarding service maintained by public utilities, and see that all terms and conditions imposed in favor of the town in any franchise, contract or agreement are faithfully observed.

(15) Devote all working time to the discharge of official duties.

(16) Perform such other duties as may be required by the commission not inconsistent with the town Charter, state law or applicable ordinances.

Section 3. Section 2-87 of the Town Code is hereby created as follows:

Section 2-87. Powers and Duties of the Town Attorney

The Town Attorney shall be appointed and removed at the sole discretion of the town commission. The town attorney shall be responsible for the town's legal affairs and act as legal counsel for the commission, its officers and employees.

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

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

Upon First Reading this ___ day of _____, 2007, the foregoing ORDINANCE was offered by Commissioner _____ who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

AYE

NAY

MAYOR PAUL CASTRO	_____	_____
VICE MAYOR ED DALY	_____	_____
COMMISSIONER G. CHUCK BALIUS	_____	_____
COMMISSIONER JEFF CAREY	_____	_____
COMMISSIONER PATRICIA OSTERMAN	_____	_____

Upon Second Reading this ____ day of _____, 2007, the foregoing ORDINANCE was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	_____	_____
VICE MAYOR ED DALY	_____	_____
COMMISSIONER G. CHUCK BALIUS	_____	_____
COMMISSIONER JEFF CAREY	_____	_____
COMMISSIONER PATRICIA OSTERMAN	_____	_____

The Mayor thereupon declared Ordinance No. _____ duly passed and adopted this ____ day of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor Paul Castro

ATTEST:

Approved as to form and legal sufficiency:

Vivian Mendez, Town Clerk
(Town Seal)

Thomas J. Baird, Town Attorney

TAB 6

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Table*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Ordinance amending Chapter 76, Article II of the Code relating to the meeting schedule and duties of the Marina Advisory Board

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *DePaulis* Date: *6/13/07*

Name/Title	Date of Actual Submittal	
Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$0 Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Marina Advisory Board is treated differently than all other Town Boards in that it meets monthly without the Town Commission or Manager

providing specific agenda items for the Board to review and provide advice. The attached ordinance is amended to direct the Marina Advisory Board to only meet and provide advice when specific agenda items are requested by the Town Commission and/or Town Manager.

The attached ordinance also repeals sections of the existing ordinance which are no longer applicable since the Marina construction is complete.

ORDINANCE NO. 11-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 76, ARTICLE II, PROVIDING FOR THE AMENDMENT OF SECTION 76-36 ENTITLED "REPORTING TO COMMISSION; ASSISTANCE OF OFFICIALS AND EMPLOYEES"; PROVIDING FOR THE REPEAL OF SECTIONS 76-37, 76-38, 76-39, 76-40, 76-41 AND 76-42 PERTAINING TO THE HARBOR MARINA ADVISORY BOARD; 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 such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to waterways, which have been codified in Chapter 76, Article I, of the Code of Ordinances; and

WHEREAS, Town Manager has recommended the amendment of Section 76-36 and that Sections 76-37, 76-38, 76-39, 76-40, 76-41 and 76-42 of Article II of Chapter 76 of the Town Code be repealed; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend Chapter 76, Article II of the Town's Code regarding the Lake Park Harbor Marina Advisory Board;

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

Section 1. Article II, entitled Harbor Marina Advisory Board shall be amended as follows:

Sec. 76-36. Reporting to commission; assistance of officials and employees.

The members of the harbor marina advisory board shall report directly to the town commission of any project requested of it and shall ~~work closely with~~ meet as needed other officials and employees of the town for to provide advisory recommendations regarding issues or projects as requested by the Commission or Town Manager regarding the progressive development and efficient operation of the Lake Park Marina. To that end, ~~all officials and employees of the town, including the town manager, town attorney and members of the town commission,~~ shall give provide such operational support and assistance as the town manager may be determine is required by the harbor marina advisory board for the effective performance of its assigned responsibilities.

Sec. 76-40. Advice to commission on specific matters.

The town commission may direct the Town Manager from time to time ^{to} seek the advice of the harbor marina advisory board on specific matters to which the harbor marina advisory board shall make as prompt of a reply as possible to the request of the town commission, together with the description of the reasons for the recommendations which the harbor marina advisory board shall make.

Section 2. The following sections of Chapter 76, Article II of the Town Code are hereby repealed.

~~Sec. 76-37. Revision of Lake Park Harbor Marina master plan.~~

~~The marina development and control board harbor marina advisory board shall have as a first duty the revision of an existing master plan for Lake Park Harbor Marina devised by the Boat Basin Improvement Committee organized under Ordinance 5-1962, with specific concern for property acquired adjacent to the Lake Park Harbor Marina since the marina master plan-s had been presented presentation. The revised master plan and any future revisions shall be the guideposts for expansion and control and development of the Lake Park Harbor Marina by the town commission.~~

~~Sec. 76-39. Review of rules and regulations for marina operation and control.~~

~~The marina development and control board harbor marina advisory board shall have the duty opportunity to review all rules, regulations and procedures concerning the marina operation and control, and shall submit such recommendations as it may deem proper and necessary to the town commission, and the town manager, for such action as the commission shall see fit.~~

~~Sec. 76-39. Continuous review; annual report to commission.~~

~~The harbor marina advisory board shall maintain a continuous review of marina planning, construction, maintenance and operation, and shall report periodically to the town commission on these matters for such recommendations as they deem proper and necessary for appropriate action by the town commission. Such report shall be at the discretion of the harbor marina advisory board, however, not less than annually on or before July first of each year the harbor marina advisory board shall present its annual report to the town commission and to the town manager, together with whatever budget recommendations it has for the following year.~~

~~Sec. 76-41. Powers generally.~~

~~The harbor marina advisory board shall have such powers as may be proper or necessary for the discharge of its duties.~~

~~Sec. 76-42. Purchases and contracts.~~

~~All purchases or contracts by the harbor marina advisory board involving or binding the town shall be made only through the office of the town manager in accordance with the requirements of the Charter and of this Code.~~

Section 4. 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 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. 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 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: June 20, 2007

Agenda Item No. *Tab 7*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input checked="" type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Amend Chapter 20 Article II Garage Sales to reduce the permit fee from \$50 to \$5

RECOMMENDED MOTION/ACTION: Recommend, approval

Approved by Town Manager

W. Davis

Date:

6/14/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: This is a change to Chapter 20, Article II Section 20-32. The required permit cost for holding a garage sale is presently listed in the Code as \$50. In practice the Town has been charging \$1. When the Code went through a major update in 1/2006 the cost increased from \$1 to \$50 and it is unclear why this occurred. There is no documentation regarding this increase in cost. The recommendation is to lower the \$50 fee to \$5 to clean up the discrepancy. The actual increase from \$1 to \$5 is designed to cover the administrative costs of garage sale permit processing.

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: June 20, 2007

Agenda Item No.

- PUBLIC HEARING
 - Ordinance on Second Reading
 - Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Amend Chapter 20 Article II Garage Sales to reduce the permit fee from \$50 to \$5

RECOMMENDED MOTION/ACTION: Recommend approval

Approved by Town Manager

[Signature]

Date:

10/14/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>JAB</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input checked="" type="checkbox"/> Fire Dept. <input type="checkbox"/> Library <input type="checkbox"/> P&SO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one

Summary Explanation/Background: This is a change to Chapter 20, Article II Section 20.09. The required permit cost for holding a garage sale is presently listed in the Code as \$50. In practice the Town has been charging \$1. When the Code went through a major update in / / the cost increased from \$1 to \$50 and it is unclear why this occurred. There is no documentation regarding this increase in cost. The recommendation is to lower the \$50 fee to \$5 to clean up the discrepancy. The actual increase from \$1 to \$5 is designed to cover the administrative costs of garage sale permit processing.

P
Back

**Town of Lake Park
Community Development Department**



Meeting Date: June 20, 2007
Memo Date: June 12, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Garage Sale Permit Fees

In June of 2001 an ordinance was passed that required anyone conducting a garage sale to obtain a permit. The administrative processing fee was one dollar (\$1.00).

In 2003 following a major rewrite of the Code the administrative processing fee for a garage sale permit jumped to fifty dollars (\$50.00). Today the Code reads in Section 20-32 that the fee for a garage sale is \$50. This requires the Town to charge \$50.00 per permit.

Research has provided no explanation for the jump from \$1.00 to \$50.00. The last amendment to this section of the ordinance appears to have occurred in 2001. That is the ordinance that set the fee at \$1.00. We have been unable to find any subsequent ordinance that changes the fee from \$1.00 to \$50.00 and are therefore unable to explain the jump in the fee. The change is most likely due to a typo and it needs to be fixed.

Staff recommends that this section of the Code be amended and reduce the permit fee from \$50.00 to \$5.00. This will resolve the ambiguity. Staff is also recommending an increase from the \$1.00 fee to \$5.00 in order to more accurately address the processing cost of the garage sale permit.

Patrick Sullivan, AICP, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

ORDINANCE NO. 12-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 20 PERTAINING TO SECOND HAND GOODS, ARTICLE II GOVERNING GARAGE SALES, SECTION 20-32 ENTITLED "PERMIT REQUIRED" TO REDUCE THE GARAGE SALE PERMIT FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to second hand goods, including garage sales which have been codified in Chapter 20, Article II, Section 20-32 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that Town Code Section 20-32 be amended to reduce the permit fee from \$50.00 to \$5.00 for garage sales held within the Town; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend Section 20-32 of the Town's Code to reduce garage sale permit fees.

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

Section 1. The whereas clauses are hereby incorporated as true and correct.

Section 2. Chapter 20, Article II, Section 20-32 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 20-32. Permit required.

No garage sale may be conducted within the town without a permit having been first issued for such sale by the community development department of the town. Such permit shall set forth and restrict the time and location of such garage sale. There shall be an administrative processing fee of five dollars (\$5.00) ~~\$50.00 or higher~~ for the issuance of such permit. No more than two such permits may be issued to one single-family or duplex residence and/or family or household during any calendar year. When two or more families or households join together to conduct such a sale, each shall obtain a permit and such permit shall be counted as one of the two above-permitted sales for each family or household participating. Such permit shall be limited in time to no more than the daylight hours of two consecutive days.

Section 3. 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 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or relettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.

TAB 8

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 29, 2007

Agenda Item No. *Tab 8*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Town initiated text amendment to the Historic Preservation Code Section 86-10 to eliminate an onerous requirement that non-significant and undesignated buildings listed in the Town survey and which are at least 50 years old, must receive a certificate of appropriateness from the Historic Preservation Board.

RECOMMENDED MOTION/ACTION: Motion to approve on first reading.

Approved by Town Manager *M. J. Davis* Date: *5/30/07*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>[Signature]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>[Signature]</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Section 86-10 of the Historic Preservation Code, requires that the owner of any building, which is at least 50 years old, and is listed on the Lake Park Historical Survey to apply for a certificate of appropriateness, [regardless of whether the building is designated as historic or not], before the building can be renovated, demolished, altered, moved, restored. There are currently 103 buildings listed on the Survey and only 18 are designated as historic, thereby leaving 85 buildings that are 50+ years old but which are not designated historic. After consultation with the Town Attorney both Staff and the Town Attorney are of the opinion that the ordinance as written is unfair and inequitable to require these owners to apply for a certificate of appropriateness, since there is no difference between these buildings and buildings not listed on the Survey. Removing the reference to 50 year old building relieves the homeowners from being subjected to this burdensome requirement.

**Town of Lake Park
Community Development Department**



Date: 5-30-2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Text change to HP section

The Community Development Department after consultation with the town attorney has come upon a problem with Town Code Section 66-10(a) as set forth in part below. This Section, as part of the Historic Preservation Code chapter, requires that the owner of any building listed on the Lake Park Historical Survey ("Survey"), which is at least 50 years old, must apply for a certificate of appropriateness, [regardless of whether the building is designated or not], before the building can be renovated, demolished, altered, moved, restored, etc.

The verbatim text of the pertinent portion of Section 66-10(a) states:

Sec. 66-10. Application for certificate of appropriateness.

(a) *Certificate required as prerequisite to alteration, etc.* No building, structure, improvement, landscape feature or archeological site within the town which is designated pursuant to section 66-9 or has been identified as 50 years old or older in the Lake Park Historical Structure Survey, dated June 1998, shall be erected, altered, restored, renovated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any architectural features, landscape features or site improvements has been submitted to and approved pursuant to the procedures in this section.

There are 103 buildings listed on the Survey. Of the 103 building only 18 are actually designated. 85 buildings have not been designated, nor have the owners of those buildings been notified that they must receive a certificate of appropriateness to do any work on their buildings simply because they appear on a list and are over 50 years old. The town attorney has provided an opinion that this is not an equitable situation, it puts the town at risk for takings claims and to resolve this the Code should be changed. It is suggested that the reference to the 50 year listing be deleted so that the amended Section 66-10(a) would read as follows:

Sec. 66-10. Application for certificate of appropriateness.

(a) *Certificate required as prerequisite to alteration, etc.* No building, structure, improvement, landscape feature or archeological site within the town, which is designated pursuant to section 66-9 ~~or has been identified as 50 years old or older in the Lake Park Historical Structure Survey, dated June 1998, shall~~ may be erected, altered, restored, renovated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any architectural features, landscape features or site improvements, has been submitted ~~to~~ and approved pursuant to the procedures in this section.

The Historic Preservation Board met on February 5, 2007 reviewed the issue with Section 66-10 and recommends to the board that the appropriate wording referring to the mandate to receive a certificate of appropriateness be deleted.

cc: Karen E. Roselli, HPB Attorney
M. Davis, Town Manager

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

The McNiff Companies
1201 Jupiter Park Drive
Jupiter, Florida 33458
(B) (561) 743-0007
(Cell) 978-590-9062
(Fax) 561-744-0007
(E) mikemcniff@comcast.net

Community

MAY 23 2007

Development

May 22, 2007

To: Mr. Patrick Sullivan
Lake Park Community Development

From: Michael McNiff

Re: 211 Park Avenue
Lake Park, Fl
Historic Designation

Dear Mr. Sullivan,

As the owner of the above referenced property I wish to notify you of my desire to eliminate the Lake Park By Law which requires me to adhere to the onerous restrictions that prevent me from renovating my property. The survey line that encompasses my property within the Historic district is penalizing. Though my home is an older home it's historic value is limited. The exterior architecture is plain. The condition of the home is in such disrepair that any rehabilitation is to expensive if I was required to follow the strict guidelines set forth by the historic designation.

I believe that eliminating the historic survey line will allow the building department to monitor adherence to codes but also enable owners to fix up there properties. I am sensitive to retaining the historic district but the law as it is currently written is wrong and needs to be corrected.

I support your request to the Town Council to eliminate these restrictions.

Respectfully,


Michael P. McNiff

ORDINANCE NO. 03-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED "APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to the protection of historic structures within the Town which have been codified in Chapter 66, of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that Town Code Section 66-10 be amended to provide for the deletion of certain requirements that mandate the review of non-significant and undesignated structures; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for such additional regulations and procedures;

WHEREAS, the amendment of Section 66-10 would further the public's health, safety and general welfare; and would preserve and enhance property values within the Town, generally; and

WHEREAS, the purpose and intent of the amendment of this Code Section is to relieve the obligation of non-significant and undesignated structures within the Town to be reviewed by the Historical Preservation Board.

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

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

Section 2. Chapter 66, Section 66-10 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 66-10. Application for certificate of appropriateness.

(a) *Certificate required as prerequisite to alteration, etc.* No building, structure, improvement, landscape feature or archeological site within the town, which is designated pursuant to section 66-9 ~~or has been identified as 50 years old or older in the Lake Park Historical Structure Survey, dated June 1998, shall~~ may be erected, altered, restored, renovated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any architectural features, landscape features or site improvements, has been submitted ~~to~~ and approved pursuant to the procedures in this section.

Section 3. **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 4. **Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the ordinance may be renumbered or re-lettered to accomplish such.

Section 6. **Effective date.** This Ordinance shall take effect immediately upon passage.

TAB 9

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June²⁰, 2007

Agenda Item No. *Tab 9*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: an ordinance to amend Code Section 32-57 that provides for a fine structure for violations of watering restrictions during a publicly declared water shortage within the Town and/or Palm Beach County.

RECOMMENDED MOTION/ACTION: *Move to approve new fine structure*

Approved by Town Manager *M. Davis* Date: *5/31/07*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance Comparative Table
Department Review <input checked="" type="checkbox"/> Town Attorney <i>MB</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Code section 32-57 as written provides for a \$25 fine for illegal watering during a water shortage for a first offense and leaves the fine for subsequent violations up to the Magistrate or Code Compliance Board. This change to the ordinance *INCREASES* the fine for first offense from \$25 to \$50 and sets the second offense at \$250 and the third and subsequent offenses at \$500.

Town of Lake Park Community Development Department



Meeting Date: June 6, 2007
Memo Date: May 30, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Water Shortage fines

The fine structure for watering during a water shortage is not as clear as it could be. The present wording of our Code provides for a \$25 fine for a first offense. Fines for subsequent offenses are left up to the discretion of the Code Compliance Board / Special Magistrate.

Current Code reads:

Sec. 32-57. Penalties.

(a) Generally. Violation of any provision of this division shall be subject to the following penalties:

(1) First violation: \$25.00.

(2) Second and subsequent violations: Fine to be determined by the code compliance board.

This change to the ordinance will increase the first offense to \$50, the second offense to \$250 and the third and subsequent offenses to \$500. If the offender does not pay the fine they will be issued a Notice of Hearing and will have to appear before the Code Compliance Board or Special Magistrate. At that hearing they can be charged additional fines and costs if found in violation.

In addition to the change in fees the amendment clarifies how to handle multiple violations. If a violator has been issued a citation and continues to repeat the violation the Code Officer can issue multiple violations on a single day if necessary.

The Code also allows for a warning to be issued at the discretion of the Code Officer but limits the warnings to no more than one.

Patrick Sullivan, AICP, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

ORDINANCE NO. 09-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE 11, DIVISION 2, SECTION 32-57 ENTITLED "PENALTIES.;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to water shortages which have been codified in Chapter 32, Article II of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that Town Code Section 32-57 be amended to provide for a fine schedule for first, second, and subsequent violations of water restrictions, which are in effect from time to time, and which may be enforced through the Town's Code compliance provisions and Chapter 162, Fla. Stat, as amended, within the Town; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for specific fines and penalties for violations of water restrictions in effect in the Town; and

WHEREAS, the amendment of Town Code Section 32-57 would further the public's health, safety and general welfare; and would preserve and enhance property values within the Town, generally; and

WHEREAS, the purpose and intent of the amendment of this Code Section is to provide for a fine structure for violations of watering restrictions during a publicly

declared water shortage within the Town and/or Palm Beach County.

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

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

Section 2. Chapter 32, Article II, Division 2, Section 32-57 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 32-57. Penalties.

(a) Generally. ~~Violation of any provision of this division shall be subject to the following penalties: Persons found to be in violation of watering restrictions imposed by the South Florida Water Management District and/or the Town Manager due to a declared water shortage condition or a water shortage emergency pursuant to the provisions of this division, shall be subject to the following penalties:~~

(1) First violation: ~~\$50.00~~ \$25.00.

~~(2) Second and subsequent violations: Fine to be determined by the code compliance board.~~

(2) Second repeat violation: \$250.00

(3) All subsequent repeat violations: \$500.00

(b) Separate offenses; written warning; other legal action. Each violation shall constitute a separate offense. Each day in violation of this division shall constitute a separate offense. Multiple violations can occur on a single day (within a 24 hour period) if the violator has been issued a citation or a notice of violation and subsequently is caught repeating the same violation within the same 24 hour period. Law enforcement

~~officials and code compliance officers may, in the exercise of their discretion and under the appropriate mitigating circumstances, may provide first time violators with not more than one courtesy written warning of violation; however a first time violator of the provisions of this division is not automatically entitled to a courtesy warning. Violations of this section shall be prosecuted by the town through its code compliance division, but nothing contained herein, shall limit or prohibit the town from undertaking any and all available legal and equitable remedies to enforce the regulations of this division. The town, in addition to the sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this division.~~

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.

Section 6. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the ordinance maybe renumbered or re-lettered to accomplish such.

Section 7. **Effective date.** This Ordinance shall take effect immediately upon passage.

Water Shortage Fine Schedule

Town/City	1st offense	2nd offense	3rd offense	Notes
Jupiter	\$100	\$500	\$500	goes through Special magistrate
Juno Beach	\$25	SM	SM	Special magistrate for repeats up to \$500
Palm Beach Gardens	\$25	\$250	\$500	
Riviera Beach	\$50	TBD	TBD	haven't decided on repeats yet
Wellington	\$75	\$250	\$250	
Tequesta	Warning	\$25	\$250	Special magistrate for repeats
West Palm Beach	\$50	SM	SM	
North Palm Beach	\$0	\$25	\$50	Police enforce, 4th violation is a misdemeanor
Lake Park	\$25	SM	SM	

SM = special magistrate decides

TAB 10

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **June 20, 2007**

Agenda Item No. *Tab 10*

- PUBLIC HEARING
- RESOLUTION
- Ordinance on Second Reading
- DISCUSSION
- Public Hearing
- ORDINANCE ON FIRST READING
- BID/RFP AWARD
- GENERAL APPROVAL OF ITEM
- CONSENT AGENDA
- Other:

SUBJECT: Resolution authorizing a loan in an amount not to exceed \$2,000,000 from the Florida Municipal Bond Council for the Alleyway Project

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager _____ Date: _____

Name/Title	Date of Actual Submittal	
Originating Department: Town Manager CRA Executive Director	Costs: \$2,000,000 Funding Source: CRA Property Assessments Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>TJB</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The CRA Board voted to improve the alleyways of Park Avenue extending between 7th Street and 10th Street. The project design is completed and the bid opening is scheduled for the second week in July 2007. The project includes paving, drainage, water line replacement, decorative lighting, landscaping, irrigation and installation of an 8' high decorative wall. The estimated cost of the project is \$1,800,000.

The property owners adjacent to the alleyway have agreed to assess themselves for the cost of the project over a 20 year period. The Florida Municipal Loan Council requires that the assessment process be in place in order for the CRA to guarantee the loan. Staff is unable to determine the amount to assess property owners until the project costs are completely identified. Therefore, in order to fund the project, the Town needs to guarantee the loan. The first year of debt service is estimated at ????? and is recommended to be funded through the Town's fund balance. The Town will be fully reimbursed for the first year's debt service upon receipt of the property assessment proceeds. The annual assessments will pay for the debt service thereafter.

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Resolution authorizing a loan in an amount not to exceed \$2,000,000 from the Florida Municipal Bond Council for the Alleyway Project

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *W. Davis* Date: 6/13/07

Name/Title	Date of Actual Submittal	
Originating Department: Town Manager CRA Executive Director	Costs: \$2,000,000 Funding Source: CRA Property Assessments Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

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The Town will be fully reimbursed for the first year's debt service upon receipt of the property assessment proceeds. The annual assessments will pay for the debt service thereafter.

LOAN AGREEMENT

By and Between

FLORIDA MUNICIPAL LOAN COUNCIL

and

TOWN OF LAKE PARK, FLORIDA

Dated as of _____ 1, 2007

FLORIDA MUNICIPAL LOAN COUNCIL
REVENUE BONDS, SERIES 2007A

This Instrument Prepared By:

JoLinda Herring, Esq.
Bryant Miller Olive
One Biscayne Tower
2 S. Biscayne Boulevard, Suite 1480
Miami, Florida 33131

and

Grace E. Dunlap, Esq.
Bryant Miller Olive
One Tampa City Center, Suite 2700
Tampa, Florida 33602

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- EXHIBIT C OPINION OF BORROWER'S COUNSEL
- EXHIBIT D DEBT SERVICE SCHEDULE
- EXHIBIT E FORM OF REQUISITION CERTIFICATE

LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement" or the "Agreement") dated as of _____ 1, 2007 and entered into between the FLORIDA MUNICIPAL LOAN COUNCIL (the "Council"), a separate legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State of Florida, and TOWN OF LAKE PARK, FLORIDA (the "Borrower"), a duly constituted municipality under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to the authority of the hereinafter defined Act, the Council desires to loan to the Borrower the amount necessary to enable the Borrower to finance, refinance or reimburse the cost of the Projects, as hereinafter defined, and the Borrower desires to borrow such amount from the Council subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Council is a separate legal entity and public body corporate and politic duly created and existing under the laws of the State of Florida organized and existing under and by virtue of the Interlocal Agreement among initially, the City of DeLand, Florida, the City of Rockledge, Florida and the City of Stuart, Florida, as amended and supplemented, together with the additional governmental entities who become members of the Council, in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, the Council has determined that there is substantial need within the State for a financing program (the "Program") which will provide funds for qualifying projects (the "Projects") for the participating Borrowers; and

WHEREAS, the Council is authorized under the Interlocal Act to issue its revenue bonds to provide funds for such purposes; and

WHEREAS, the Council has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Council's issuance of revenue bonds in order to loan funds to the Borrowers to finance Projects; and

WHEREAS, the Borrower is authorized under and pursuant to the Act, as amended, to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Council and the Borrower have determined that the lending of funds by the Council to the Borrower pursuant to the terms of this Agreement and that certain Trust Indenture dated as of _____ 1, 2007, between the Council and the Trustee (as defined herein) relating to the Bonds (as hereinafter defined), including any amendments and

supplements thereto (the "Indenture"), will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Borrower, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs in the State; and

WHEREAS, neither the Council, the Borrower nor the State or any political subdivision thereof (other than each Borrower to the extent of their obligations under their respective Loan Agreements only), shall in any way be obligated to pay the principal of, premium, if any, or interest on those certain revenue bonds of the Council designated "Florida Municipal Loan Council Revenue Bonds, Series 2007A" (the "Bonds") as the same shall become due, and the issuance of the Bonds shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment but shall be payable solely from the funds and revenues pledged under and pursuant to this Agreement and the Indenture.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other hereinafter defined, shall have the meanings as therein defined.

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants.

"Accounts" means the accounts created pursuant to Section 4.02 of the Indenture.

"Act" means, collectively, to the extent applicable to the Borrower, Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, and Chapter 125, Part I, as amended, and all other applicable provisions of law.

"Additional Payments" means payments required by Section 5.03 hereof.

"Alternate Surety Bond" means any letter of credit or surety bond obtained to replace the Surety Bond then in effect pursuant to the Indenture.

"Alternate Surety Bond Provider" means any provider of an Alternate Surety Bond.

“Arbitrage Regulations” means the income tax regulations promulgated, proposed or applicable pursuant to Section 148 of the Code as the same may be amended or supplemented or proposed to be amended or supplemented from time to time.

“Authorized Representative” means, when used pertaining to the Council, the Chairman of the Council and such other designated members, agents or representatives as may hereafter be selected by Council resolution; and, when used with reference to a Borrower which is a municipality, means the person performing the functions of the Mayor or Deputy, Acting or Vice Mayor thereof or other officer authorized to exercise the powers and performs the duties of the Mayor; and, when used with reference to a Borrower which is a County means the person performing the function of the Chairman or Vice Chairman of the Board of County Commissioners of such Borrower; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

“Basic Payments” means the payments denominated as such in Section 5.01 hereof.

“Board” means the governing body of the Borrower.

“Bond Counsel” means Bryant Miller Olive, Tampa, Florida or any other nationally recognized bond counsel.

“Bondholder” or “Holder” or “holder of Bonds” or “Owner” or “owner of Bonds” whenever used herein with respect to a Bond, means the person in whose name such Bond is registered.

“Bond Insurance” means the insurance policy of the Bond Insurer which insures payment of the principal of and interest on the Bonds when due.

“Bond Insurance Premium” means the premiums payable to the Bond Insurer for the Bond Insurance.

“Bond Insurer” means MBIA Insurance Corporation and any successors thereto.

“Bonds” means the \$_____ Florida Municipal Loan Council Revenue Bonds, Series 2007A issued pursuant to Article II of the Indenture.

“Bond Year” means a 12-month period beginning on _____ 2 and ending on and including the following _____ 1, except for the first period which begins on _____, 2007.

“Borrower” means the governmental unit which is described in the first paragraph and on the cover page of this Loan Agreement and which is borrowing and using the Loan proceeds

to finance, refinance and/or be reimbursed for, all or a portion of the costs of one or more Projects.

“Borrowers” means, collectively, the Borrower executing this Loan Agreement and the other governmental units which have received loans from the Council made from proceeds of the Bonds.

“Business Day” means any day of the year which is not a Saturday or Sunday or a day on which banking institutions located in New York City or the State are required or authorized to remain closed or on which the New York Stock Exchange is closed.

“Certificate,” “Statement,” “Request,” “Requisition” and “Order” of the Council mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Council by its Chairman, Program Administrator or such other person as may be designated and authorized to sign for the Council. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“Closing” means the closing of a Loan pursuant to the Indenture and this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated, proposed or applicable thereunder.

“Commencement Date” means the date when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments accrues.

“Council” means the Florida Municipal Loan Council.

“Cost” means “Cost” as defined in the Act.

“Cost of Issuance Fund” means the fund by that name established pursuant to Section 4.02 of the Indenture.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Council or the Borrowers.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Event of Default” shall have the meaning ascribed to such term in Section 8.01 of this Agreement.

“Financial Newspaper” or “Journal” means The Wall Street Journal or The Bond Buyer or any other newspaper or journal containing financial news, printed in the English language, customarily published on each Business Day and circulated in New York, New York, and selected by the Trustee, whose decision shall be final and conclusive.

“Fiscal Year” means the fiscal year of the Borrower.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Council, with approval of the Bond Insurer, by notice to the Trustee.

“Funds” means the funds created pursuant to Section 4.02 of the Indenture.

“Governmental Obligations” means (i) direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, including interest on obligations of the Resolution Funding Corporation and (ii) pre-refunded municipal obligations meeting the following criteria:

(a) the municipal obligations may not be callable prior to maturity or, alternatively, the trustee has received irrevocable instructions concerning their calling and redemption;

(b) the municipal obligations are secured by cash or securities described in subparagraph (i) above (the “Defeasance Obligations”), which cash or Defeasance Obligations may be applied only to interest, principal, and premium payments of such municipal obligations;

(c) the principal and interest of the Defeasance Obligations (plus any cash in the fund) are sufficient to meet the liabilities of the municipal obligations;

(d) the Defeasance Obligations serving as security for the municipal obligations must be held by an escrow agent or a trustee; and

(e) the Defeasance Obligations are not available to satisfy any other claims, including those against the Trustee or escrow agent.

Additionally, evidences of ownership of proportionate interests in future interest and principal payments of Defeasance Obligations are permissible. Investments in these proportionate interests are limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (c) the underlying obligations are held in a special account separate

and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Indenture" means the Trust Indenture dated as of _____ 1, 2007 between the Council and the Trustee, including any indentures supplemental thereto, pursuant to which (i) the Bonds are authorized to be issued and (ii) the Council's interest in the Trust Estate is pledged as security for the payment of principal of, premium, if any, and interest on the Bonds.

"Interest Payment Date" means _____ 1 and _____ 1 of each year, commencing _____ 1, 2007.

"Interest Period" means the semi-annual period between Interest Payment Dates.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of December 1, 1998, initially among the City of Stuart, Florida, the City of Rockledge, Florida and the City of DeLand, Florida, together with the additional governmental entities who become members of the Council, all as amended and supplemented from time to time.

"Liquidation Proceeds" means amounts received by the Trustee or the Council in connection with the enforcement of any of the remedies under this Loan Agreement after the occurrence of an "Event of Default" under this Loan Agreement which has not been waived or cured.

"Loan" means the Loan made to the Borrower from Bond proceeds to finance certain Project(s) in the amount specified in Section 3.01 herein.

"Loans" means all loans made by the Council under the Indenture to the Borrowers.

"Loan Agreement" or "Loan Agreements" means this Loan Agreement and any amendments and supplements hereto.

"Loan Repayment Date" means _____, 2007, and thereafter each _____ and _____, or if such day is not a Business Day, the next preceding Business Day.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

"Loan Term" means the term provided for in Article IV of this Loan Agreement.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Council, with the approval of the Bond Insurer, by notice to the Trustee.

“Non-Ad Valorem Revenues” means all revenues and taxes of the Borrower derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for Loan Repayments.

“Opinion of Bond Counsel” means an opinion by Bond Counsel which is selected by the Council and acceptable to the Trustee.

“Opinion of Counsel” means an opinion in writing of a legal counsel, who may, but need not be, counsel to the Council, a Borrower or the Trustee.

“Outstanding Bonds” or “Bonds Outstanding” means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX of the Indenture; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 2.06, 2.07 or 2.09 of the Indenture.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

“Principal Fund” means the fund by that name created by Section 4.02 of the Indenture.

“Principal Payment Date” means the maturity date or mandatory redemption date of any Bond.

“Program” means the Council’s program of making Loans under the Act and pursuant to the Indenture.

“Program Administrator” means the Florida League of Cities, Inc., a non-profit Florida corporation.

“Project” or “Projects” means a governmental undertaking approved by the governing body of a Borrower for a public purpose, including the refinancing of any indebtedness.

“Project Loan Fund” means the fund by that name established pursuant to Section 4.02 of the Indenture.

“Proportionate Share” means, with respect to any Borrower, a fraction the numerator of which is the outstanding principal amount of the Loan of such Borrower made from proceeds of the Bonds and the denominator of which is the outstanding principal amount of all Loans made from proceeds of the Bonds and then outstanding.

“Purchase Price” means the purchase price of one or more items of a Project payable by a Borrower to the seller of such items.

“Redemption Price” means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption pursuant to the provisions of such Bond and the Indenture.

“Reserve Fund” means the fund by that name created by Section 4.02 of the Indenture.

“Revenue Fund” means the fund by that name created by Section 4.02 of the Indenture.

“Revenues” means all Loan Repayments paid to the Trustee for the respective accounts of the Borrowers for deposit in the Principal Fund and Revenue Fund to pay principal of, premium, if any, and interest on the Bonds upon redemption, at maturity or upon acceleration of maturity, or to pay interest on the Bonds when due, and all receipts of the Trustee credited to the Borrower under the provisions of this Loan Agreement.

“S&P” means Standard & Poor’s, a division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Council, with the approval of the Bond Insurer, by notice to the Trustee.

“Special Record Date” means the date established pursuant to Section 9.05 of the Indenture as a record date for the payment of defaulted interest, if any, on the Bonds.

“State” means the State of Florida.

“Supplemental Indenture” means any indenture hereafter duly authorized and entered into between the Council and the Trustee, supplementing, modifying or amending the

Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized in the Indenture.

“Surety Bond” means the surety bond issued by the Surety Bond Provider guaranteeing certain payments into the Reserve Fund with respect to the Bonds and any other series of the Council’s bonds or any Alternate Surety Bond.

“Surety Bond Provider” means MBIA Insurance Corporation and any successors thereto or any Alternate Surety Bond Provider.

“Trust Estate” means the property, rights, Revenues and other assets pledged and assigned to the Trustee pursuant to the Granting Clauses of the Indenture.

“Trustee” means Deutsche Bank Trust Company Americas, as Trustee, or any successor thereto under the Indenture.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER AND COUNCIL

SECTION 2.01. Representations, Warranties and Covenants. The Borrower and the Council represent, warrant and covenant on the date hereof for the benefit of the Trustee, the Borrower, the Bond Insurer and Bondholders, as applicable, as follows:

(a) Organization and Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State and is a duly organized and validly existing Borrower; and

(2) has all requisite power and authority to own and operate its properties and to carry on its activities as now conducted and as presently proposed to be conducted.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Council and the Bond Insurer that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting State of Florida municipalities generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under this Agreement.

The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Council, Banc of America Securities LLC, as underwriter of the Bonds and the Bond Insurer do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Council, Banc of America Securities LLC, as underwriter of the Bonds and the Bond Insurer in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the Borrower, or its ability to make the payments under this Agreement when and as the same become due and payable.

(c) Pending Litigation. To the knowledge of the Borrower there are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Council, Banc of America Securities LLC, as underwriter of the Bonds and the Bond Insurer, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Borrower,

or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Agreement and the consummation of the transactions provided for in this Agreement and compliance by the Borrower with the provisions of this Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties or operations are bound as of the date of this Agreement or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Agreement or the Borrower's ability to perform fully its obligations under this Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders to which the Borrower, its properties or operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes an Event of Default, or which, upon the execution and delivery of this Agreement and/or the passage of time or giving of notice or both, would constitute an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Council and the Bond Insurer and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Governmental Consent. The Borrower has obtained, or expects to obtain when required, all permits, approvals and findings of non-reviewability required as of the date hereof by any governmental body or officer for the acquisition and/or installation of the Project, including construction and renovation work, the financing or refinancing thereof or the reimbursement of the Borrower therefor, or the use of such Project, and, prior to the Loan, the Borrower will obtain all other such permits, approvals and findings as may be necessary for the foregoing and for such Loan and the proper application thereof; the Borrower has complied with or will comply with all applicable provisions of law requiring any notification, declaration,

filing or registration with any agency or other governmental body or officer in connection with the acquisition or installation of the Project, including construction and renovation work necessary for such installation, financing or refinancing thereof or reimbursement of the Borrower therefor; and any such action, construction, installation, financing, refinancing or reimbursement contemplated in this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order or other action which is applicable thereto. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, or to amounts becoming outstanding hereunder.

(g) Compliance with Law. The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances or status as a municipal corporation or subdivision of the State.

(h) Use of Proceeds.

(1) The Borrower will apply the proceeds of the Loan from the Council solely for the financing for the cost of the Projects as set forth in Exhibit A hereto. If any component of the Project listed in Exhibit A is not paid for out of the proceeds of the Loan at the Closing of the Loan, Borrower shall, as quickly as reasonably possible, with due diligence, and in any event prior to _____, 2010, use the remainder of the amounts listed in Exhibit A and any investment earnings thereon to pay the cost of the Project, provided that, such time limit may be extended by the written consent of the Council with notice to the Trustee, and provided further that Borrower may amend Exhibit A without the consent of the Council or the Trustee (but with notice thereto) but with a favorable opinion of Bond Counsel (to the effect that such an amendment and the completion of the revised Project will not adversely affect the validity or tax-exempt status of the Bonds) regarding the amended Exhibit A, to provide for the financing of a different or additional Project if Borrower, after the date hereof, deems it to not be in the interest of Borrower to acquire or construct any item of such Project or the cost of the Project proves to be less than the amounts listed on Exhibit A and the investment earnings thereon. Notwithstanding the foregoing all such proceeds shall be expended prior to _____, 2010. Borrower will provide the Trustee with a requisition in the form of the requisition attached hereto as Exhibit E for the expenditure of the remaining amounts of the Loan in the Project Loan Fund.

(2) Items of cost of the Project which may be financed include all reasonable or necessary direct or indirect costs of or incidental to the acquisition, construction or installation of the Project, including operational expenses during this construction period which would qualify for capitalization under generally accepted accounting principles, the incidental costs of placing the same in use and financing expenses (including the application or origination fees, if any, of the Bond Insurer and the Council and Borrower's Counsel fees), but not operating expenses.

(3) Borrower understands that the actual Loan proceeds received by it are less than the sum of the face amount of the Loan Agreement plus the reoffering premium in an amount equal to a discount as described in Section 3.01 hereof. Borrower will accordingly be responsible for repaying, through the Basic Payments portion of its Loan Repayments, the portion of the Bonds issued to fund only its Loan including the portion issued to fund the underwriting discount, original issue discount and other fees and costs of issuing the Bonds.

(4) The Borrower covenants that it will make no use of the proceeds of the Bonds which are in its control at any time during the term of the Bonds which would cause such Bonds to be "Arbitrage Bonds" within the meaning of Section 148 of the Code.

(5) The Borrower, by the Trustee's acceptance of the Indenture, covenants that the Borrower shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

(i) Project. All items constituting the Project are permitted to be financed with the proceeds of the Bonds and the Loan pursuant to the Act.

(j) Compliance with Interlocal Act and Interlocal Agreement. All agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Interlocal Agreement and the Interlocal Act.

SECTION 2.02. Covenants of Borrower. The Borrower makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for Loan Repayment. Subject to the provisions of Section 2.02(k) hereof, the Borrower covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Loan Agreement as promptly as money becomes available directly to the Trustee for deposit directly into the appropriate Fund or Account created in the Indenture, amounts of Non-Ad Valorem Revenues of the Borrower sufficient to satisfy the Loan Repayment as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Borrower to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated and actually paid to the Trustee for deposit into the appropriate Fund or Account. The Borrower further acknowledges and agrees that the Indenture shall be deemed to be entered into for the benefit of the Holders of any of the

Bonds and that the obligations of the Borrower to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein and in the Indenture. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Borrower does not covenant to maintain any services or programs now maintained by the Borrower which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

During such time as the Loan is outstanding hereunder, the Borrower agrees that, as soon as practicable upon the issuance of debt by the Borrower which is secured by its Non-Ad Valorem Revenues, it shall deliver to the Council and the Bond Insurer a certificate setting forth the calculations of the financial ratios provided below and certifying that it is in compliance with the following: (i) Non-Ad Valorem Revenues (average of actual receipts over the prior two years) must cover projected maximum annual debt service on debt secured by and/or payable solely from such Non-Ad Valorem Revenues by at least 1.5x; and (ii) projected maximum annual debt service requirements for all debt secured by and/or payable solely from such Non-Ad Valorem Revenues will not exceed 20% of Governmental Fund Revenues (defined as general fund, special fund, debt service fund and capital projects funds), exclusive of (i) ad valorem revenues restricted to payment of debt service on any debt and (ii) any debt proceeds, and based on the Borrower's audited financial statements (average of actual receipts of the prior two years). For the purposes of these covenants maximum annual debt service means the lesser of the actual maximum annual debt service on all debt or 15% of the original par amount of the debt, in each case, secured by Borrower Non-Ad Valorem Revenues.

(b) Delivery of Information to the Bond Insurer. Borrower shall deliver to the Bond Insurer and the Council as soon as available and in any event within 270 days after the end of each Fiscal Year an audited statement of its financial position as of the end of such Fiscal Year and the related statements of revenues and expenses, fund balances and changes in fund balances for such Fiscal Year, all reported by an independent certified public accountant, whose report shall state that such financial statements present fairly Borrower's financial position as of the end of such Fiscal Year and the results of operations and changes in financial position for such Fiscal Year.

(c) Information. Borrower's chief financial officer shall, at the reasonable request of the Bond Insurer, discuss Borrower's financial matters with the Bond Insurer or their designee and provide the Bond Insurer with copies of any documents reasonably requested by the Bond Insurer or its designee unless such documents or material are protected or privileged from disclosure under applicable Florida law.

(d) [Reserved].

(e) Further Assurance. The Borrower shall execute and deliver to the Trustee all such documents and instruments and do all such other acts and things as may be reasonably

necessary to enable the Trustee to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Trustee to validate, preserve and protect the position of the Trustee under this Loan Agreement.

(f) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's independent auditors) reflecting all of its financial transactions.

(g) Payment of Taxes, Etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(h) Compliance with Laws, Etc. Subject to an annual appropriation of legally available funds, the Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and lawful orders of any governmental authority, non-compliance with which would, singularly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(i) Tax-exempt Status of Bonds. The Council and the Borrower understand that it is the intention hereof that the interest on the Bonds not be included within the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, the Borrower and the Council each agree that they will take all action within their control which is necessary in order for the interest on the Bonds or this Loan to remain excluded from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

The Borrower and the Council further covenant that, to the extent they have control over the proceeds of the Bonds, they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, with respect to the payments derived from the Bonds or hereunder or with respect to the issuance of other Council obligations, which action or failure to act may cause the Bonds to be "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower and the Council agree to comply with the Tax Certificate as to Arbitrage and the provisions of Section 141 through 150 of

the Internal Revenue Code of 1986, as amended, including the letter of instruction attached as an Exhibit to the Tax Certificate, delivered by Bryant Miller Olive to the Borrower and the Council simultaneously with the issuance of the Bonds, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code.

(j) Information Reports. The Borrower covenants to provide the Council with all material and information it possesses or has the ability to possess necessary to enable the Council to file all reports required under Section 149(e) of the Code to assure that interest paid by the Council on the Bonds shall, for purposes of the federal income tax, be excluded from gross income.

(k) Limited Obligations. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Borrower hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Borrower and no Bondholder or any other person, including the Council, the Trustee or the Bond Insurer, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower. The obligations hereunder do not constitute an indebtedness of the Borrower within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Trustee, the Council, the Bond Insurer, or the Bondholders or any other person shall have the right to compel the exercise of the ad valorem taxing power of the Borrower or taxation of any real or personal property therein for the payment by the Borrower of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Borrower hereunder shall not be construed as a limitation on the ability of the Borrower to pledge or covenant to pledge said Non-Ad Valorem Revenues or any revenues or taxes of the Borrower for other legally permissible purposes. Notwithstanding any provisions of this Agreement, the Indenture or the Bonds to the contrary, the Borrower shall never be obligated to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Borrower hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower, but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Borrower. It is the intent of the parties hereto and they do hereby covenant and agree, that the liability of the Borrower hereunder is a several liability of the Borrower expressly limited to the Loan Repayments and the Borrower shall have no joint liability with any other Borrower or the Council for any of their respective liabilities, except to the extent expressly provided hereunder.

The Council and the Borrower understand that the amounts available to be budgeted and appropriated to make Loan Payments hereunder is subject to the obligation of the Borrower

to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

(l) Reporting Requirements. (i) The Borrower will file or cause to be filed with the Bond Insurer and with the Council any official statement issued by, or on behalf of, the Borrower in connection with the incurrence of any additional indebtedness by the Borrower secured by Non-Ad Valorem Revenues. Such official statements shall be filed within sixty (60) days after the publication thereof.

(ii) The Borrower agrees to provide not later than December 31 of each year, a certificate of its Chief Financial Officer stating that to the best of its knowledge the Borrower is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

ARTICLE III

THE LOAN

SECTION 3.01. The Loan. The Council hereby agrees to loan to the Borrower and the Borrower hereby agrees to borrow from the Council the sum of \$_____ (\$_____ par amount of Bonds plus \$_____ reoffering premium). This amount includes an amount equal to ____% which reflects the Borrower's share of the cost of the initial issuance of the Bonds subject to the terms and conditions contained in this Loan Agreement and in the Indenture. The amounts advanced net of the cost of the initial issuance are to be used by the Borrower for the purposes of financing or refinancing the cost of, or receiving reimbursement for the equity in, the Projects in accordance with the provisions of this Loan Agreement.

SECTION 3.02. Evidence of Loan. The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

SECTION 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement and all amounts not theretofore paid shall be due and payable at the times and in the amounts set forth in Exhibit D attached hereto; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Borrower to pay its share of the rebate obligations of the Council owed on the Bonds and agreed to by the Borrowers pursuant to Section 5.03(b)(7) hereof) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. Upon termination of the Loan Term as provided above, the Council and the Trustee shall deliver, or cause to be delivered, to the Borrower an acknowledgment thereof.

SECTION 4.03. Loan Closing Submissions. Concurrently with the execution and delivery of this Loan Agreement, the Borrower is providing to the Trustee the following documents each dated the date of such execution and delivery unless otherwise provided below:

(a) Certified resolutions of the Borrower substantially in the form of Exhibit B attached hereto;

(b) An opinion of the Borrower's Counsel in the form of Exhibit C attached hereto to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Bond Counsel, underwriter's counsel and the Bond Insurer and acceptable to Borrower's Counsel;

(c) A certificate of the officials of the Borrower who sign this Loan Agreement to the effect that the representations and warranties of the Borrower are true and correct;

(d) A certificate signed by the Authorized Representative of the Borrower, in form and substance satisfactory to Bond Counsel, stating (i) the estimated dates and the amounts of projected expenditures for the Project and (ii) that it is reasonably anticipated by the Borrower that the Loan proceeds will be fully advanced therefor and expended by the Borrower prior to _____, 2010, and that the projected expenditures are based on the reasonable expectations of the Borrower having due regard for its capital needs and the revenues available for the repayment thereof.

(e) This executed Loan Agreement;

(f) An opinion (addressed to the Council, the Trustee, the Bond Insurer and the Borrower) of Bond Counsel to the effect that such financing, refinancing or reimbursement with Loan proceeds is permitted under the Act, the Indenture and the resolution authorizing this Loan Agreement and will not cause the interest on the Bonds to be included in gross income for purposes of federal income taxation or adversely affect the validity, due authorization for or legality of the Bonds; and

(g) Such other certificates, documents, opinions and information as the Council, the Bond Insurer, the Trustee or Bond Counsel may require, such requirement to be evidenced (in the case of parties other than the Trustee) by written notice of such party to the Trustee of such requirement.

All opinions and certificates shall be dated the date of the Closing.

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. Payment of Basic Payments. Borrower shall pay to the order of the Council all Loan Repayments in lawful money of the United States of America to the Trustee. No such Loan Repayment shall be in an amount such that interest on the Loan is in excess of the maximum rate allowed by the laws of the State of Florida or of the United States of America. The Loan shall be repaid in Basic Payments, consisting of:

- (a) principal in the amounts and on the dates set forth in Exhibit D; plus
- (b) interest calculated at the rates, in the amounts and on the dates set forth in Exhibit D;

On or before the fifteenth (15th) day of the month immediately preceding each Interest Payment Date, the Trustee shall give Borrower notice in writing of the total amount of the next Basic Payment due. The Basic Payments shall be due on each _____ 20th and _____ 20th, or if such day is not a Business Day, the next preceding Business Day (a "Loan Repayment Date"), commencing _____ 20, 2007, and extending through _____ 20, 20__ unless the due date of the Basic Payments is accelerated pursuant to the terms of Section 8.03 hereof.

SECTION 5.02. Payment of Surety Bond Costs. The Borrower recognizes that the Surety Bond Provider has provided to the Council the Surety Bond for deposit to the Reserve Fund in lieu of a cash payment or deposit by the Borrower. The Surety Bond shall secure and satisfy the Reserve Requirement (as defined in the Indenture) and any other reserve requirement of bonds as listed on Annex A to the Surety Bond. The Borrower, or any other borrower, whose loan was funded with proceeds of a bond issue listed on Annex A to the Surety Bond, may draw on the Surety Bond in an amount equal to or less than the limit of the Surety Bond, all in accordance with Section 4.08 of the Indenture. The Borrower hereby agrees to pay to the Trustee an amount equal to the amount drawn by the Borrower (or on behalf of the Borrower) on the Surety Bond as set forth in subsection (c) of Section 5.03 hereof. Such Surety Bond may be replaced by an Alternate Surety Bond issued with respect to funding the reserve fund of subsequent bonds issued by the Council whose reserve fund shall be on a parity with the Bonds, all in accordance with Section 4.08 of the Indenture.

SECTION 5.03. Payment of Additional Payments. In addition to Basic Payments, Borrower agrees to pay on demand of the Council or the Trustee, the following Additional Payments:

- (a) (i) Borrower's Proportionate Share of: the annual fees or expenses of the Council, if any, including the fees of any provider of arbitrage rebate calculations; the Bond Insurance Premium of the Bond Insurer (to the extent not previously paid from the Cost of

Issuance Fund); the fees of the Program Administrator and the fees of the rating agencies (to the extent not previously paid from the Cost of Issuance Fund); and (ii) Borrower's equal share of the annual fees of the Trustee; annual fees of the Registrar and Paying Agent; and the Surety Bond premium of the Surety Bond Provider and any related fees in connection with the Surety Bond (to the extent not previously paid from the Cost of Issuance Fund).

(b) All reasonable fees and expenses of the Council or Trustee relating to this Loan Agreement, including, but not limited to:

(1) the cost of reproducing this Loan Agreement;

(2) the reasonable fees and disbursements of Counsel utilized by the Council, the Trustee and the Bond Insurer in connection with the Loan, this Loan Agreement and the enforcement thereof;

(3) reasonable extraordinary fees of the Trustee following an Event of Default hereunder;

(4) all other reasonable out-of-pocket expenses of the Trustee and the Council in connection with the Loan, this Loan Agreement and the enforcement thereof;

(5) all taxes (including any recording and filing fees) in connection with the execution and delivery of this Loan Agreement and the pledge and assignment of the Council's right, title and interest in and to the Loan and the Loan Agreement, pursuant to the Indenture (and with the exceptions noted therein), and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof;

(6) all reasonable fees and expenses of the Bond Insurer relating directly to the Loan; and

(7) the Borrower's share of any amounts owed to the United States of America as rebate obligations on the Bonds related to the Borrower's Loan, which obligation shall survive the termination of this Loan Agreement.

(c) For repayment of the Surety Bond held by the Trustee an amount equal to any amount drawn by the Borrower (or on behalf of the Borrower) from the Surety Bond due to the Borrower's failure to pay its Basic Payments in accordance with Section 5.01 hereof, at the times and in the manner and together with interest and expense due thereon all as provided in Section 4.08(a) of the Indenture undertaken in order to reinstate the Surety Bond. The Borrower shall repay such amount drawn on the Surety Bond due to the Borrower's failure to pay its Basic Payments with the first available funds after payment of the current Loan Repayment. The Borrower shall repay only the amount drawn due to its failure to pay its Basic Payment.

SECTION 5.04. Interest Earnings or Investment Losses and Excess Payments.

(a) On each Interest Payment Date the Trustee shall credit against Borrower's obligation to pay its Loan Repayments, Borrower's share of any interest earnings which were received during the prior Interest Period by the Trustee on the Funds and Accounts (except the Project Loan Fund) held under the Indenture, or shall increase the Borrower's obligation to pay its Loan Repayment, by Borrower's share of any investment losses which were incurred during the prior Interest Period on the Funds and Accounts (except the Project Loan Fund) held under the Indenture.

(b) The credits provided for in (a) shall not be given to the extent the Borrower is in default in payment of its Loan Repayments. If past-due Loan Repayments are later collected from such defaulting Borrower, the amount of the missed credit shall, to the extent of the amount collected, be credited in proportion to the amount of credit missed, to the now non-defaulting Borrower from the past-due Loan Repayments.

(c) The credits may be accumulated. If the credit allowable for an Interest Period is more than required on the next ensuing Interest Payment Date to satisfy the current Loan Repayment, it may be used on the following Interest Payment Date.

SECTION 5.05. Obligations of Borrower Unconditional. Subject in all respects to the provisions of this Loan Agreement, including but not limited to Section 2.02(a) and (k) hereof, the obligations of Borrower to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any Bonds remain outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event or cause whatsoever. This Loan Agreement shall be deemed and construed to be a "net contract," and Borrower shall pay absolutely net the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Borrower might otherwise have against the Council, the Trustee, the Bond Insurer or any other party or parties.

SECTION 5.06. Refunding Bonds. In the event the Bonds are refunded, all references in this Loan Agreement to Bonds shall be deemed to refer to the refunding bonds or, in the case of a crossover refunding, to the Bonds and the refunding bonds (but Borrower shall never be responsible for any debt service on or fees relating to crossover refunding bonds which are covered by earnings on the escrow fund established from the proceeds of such bonds). The Council agrees not to issue bonds or other debt obligations to refund the portion of the Bonds allocable to this Agreement without the prior written consent of the Authorized Representative of the Borrower.

SECTION 5.07. Prepayment. The Loan may be prepaid in whole or in part by the Borrower on the dates and in the amounts on which the Bonds are subject to optional redemption and notice provisions pursuant to Section 3.01 of the Indenture.

ARTICLE VI

DEFEASANCE

This Loan Agreement shall continue to be obligatory and binding upon the Borrower in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Borrower under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Borrower shall be fully paid to the Council, the Trustee or the Bond Insurer. Provided, however, if, at any time, the Borrower shall have paid, or shall have made provision for payment of, the principal amount of the Loan, interest thereon and redemption premiums, if any, with respect to the Bonds and shall have paid all amounts due pursuant to Section 5.03 hereof, then, and in that event, the covenant regarding the Non-Ad Valorem Revenues and the lien on the revenues pledged, if any, to the Council for the benefit of the holders of the Bonds shall be no longer in effect and all future obligations of the Borrower under this Loan Agreement shall cease. For purposes of the preceding sentence, deposit of sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Council, the principal, interest and prepayment premiums, if any, received will be sufficient (as reflected in an accountants verification report provided to the Trustee by the Borrower) to make timely payment of the principal, interest and prepayment premiums, if any, on the Outstanding Loan, shall be considered "provision for payment." The prepayment premium, if any, shall be calculated based on the prepayment date selected by the Borrower in accordance with Section 5.07 hereof.

If the Borrower determines to prepay all or a portion of the Loan pursuant to Section 5.07 hereof, the Council shall redeem a like amount of Bonds which corresponds in terms of amount and scheduled maturity date to such Loan prepayment pursuant to Section 3.01 of the Indenture.

If the Borrower shall make advance payments to the Council in an amount sufficient to retire the Loan of the Borrower, including redemption premium and accrued interest to the next succeeding redemption date of the Bonds, all future obligations of the Borrower under this Loan Agreement shall cease, including the obligations under Section 5.03 hereof, except as provided in Section 4.02 hereof. However, prior to making such payments, the Borrower shall give at least 60 days' irrevocable notice by certified or registered mail to the Council and the Bond Insurer.

ARTICLE VII

ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. Assignment by Council. The Borrower expressly acknowledges that this Loan Agreement and the obligations of the Borrower to make payments hereunder (with the exception of certain of the Council rights to indemnification, fees, notices and expenses), have been pledged and assigned to the Trustee as security for the Bonds under the Indenture, and that the Trustee shall be entitled to act hereunder and thereunder in the place and stead of the Council whether or not the Bonds are in default.

SECTION 7.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Council, the Bond Insurer and the Trustee.

SECTION 7.03. Payments by the Bond Insurer. The Borrower acknowledges that payment under this Loan Agreement from funds received by the Trustee or Bondholders from the Bond Insurer do not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.

SECTION 7.04. Payments by the Surety Bond Provider. The Borrower acknowledges that payment under this Loan Agreement from funds received by the Trustee or Bondholders from the Surety Bond Provider do not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. Events of Default Defined. The following shall be “Events of Default” under this Loan Agreement and the terms “Event of Default” and “Default” shall mean (except where the context clearly indicates otherwise), whenever they are used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to timely pay any Loan Repayment, when due, so long as the Bonds are outstanding;

(b) Failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Borrower has prior written notice of any such payments being due;

(c) Failure by the Borrower to observe and perform any covenant, condition or agreement other than a failure under (a), on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after notice of the failure, unless the Council, the Bond Insurer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Council, the Bond Insurer or the Trustee, but cannot be cured within the applicable 30-day period, the Council, the Bond Insurer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(d) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading in any material respect when made;

(e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days of such filing;

(f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(h) Default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness of the Borrower outstanding in the amount of \$100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other remedies may be exercised with respect thereto;

(i) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement; or

(j) Final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Borrower, the payment of which would materially adversely affect the Borrower's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Borrower's ability to meet its obligations hereunder) and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, or (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder; or (iii) the Borrower is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

SECTION 8.02. Notice of Default. The Borrower agrees to give the Trustee, the Bond Insurer and the Council prompt written notice if any petition, assignment, appointment or possession referred to in Section 8.01(e), 8.01(f) and 8.01(g) is filed by or against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 8.03. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Council or the Trustee shall, with the written consent of the Bond Insurer or upon the direction of the Bond Insurer, in

addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, to take such steps and exercise such remedies as provided in Section 9.02 of the Indenture, and, without limitation, one or more of the following:

(a) Declare all Loan Repayments, in an amount equal to 100% of the principal amount thereof plus all accrued interest thereon to the date on which such Loan Repayments shall be used to redeem Bonds pursuant to Section 3.02 of the Indenture and all other amounts due hereunder, to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand.

(b) Take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its or their rights hereunder.

SECTION 8.04. [Reserved].

SECTION 8.05. No Remedy Exclusive; Waiver, Notice. No remedy herein conferred upon or reserved to the Council or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council or the Trustee to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII.

SECTION 8.06. Application of Moneys. Any moneys collected by the Council or the Trustee pursuant to Section 8.03 hereof shall be applied (a) first, to pay any attorney's fees or other expenses owed by the Borrower pursuant to Section 5.03(b)(3) and (4) hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 8.06).

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Notices. All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Council: Florida Municipal Loan Council
c/o Florida League of Cities
301 South Bronough Street
Tallahassee, Florida 32301

Bond Insurer: MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

Trustee: Deutsche Bank Trust Company Americas
Trust & Securities Services (Municipal Group)
60 Wall Street, 27th Floor
New York, New York 10005

For purposes other than presentation of Bonds for transfer, exchange or payment:

Deutsche Bank Trust Company Americas
Trust & Securities Services (Municipal Group)
60 Wall Street, 27th Floor
New York, New York 10005

Borrower: Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403
Attention: Town Manager

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Council and the Borrower and their respective successors and assigns.

SECTION 9.03. Severability. In the event any provision of the Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.04. Amendments, Changes and Modifications. This Loan Agreement may be amended by the Council and the Borrower as provided in the Indenture; provided, however, that no such amendment shall be effective unless it shall have been consented to in writing by the Bond Insurer.

SECTION 9.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 9.07. Benefit of Bondholders; Compliance with Indenture. This Loan Agreement is executed in part to induce the purchase by others of the Bonds. Accordingly, all covenants, agreements and representations on the part of the Borrower and the Council, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders from time to time of the Bonds. The Borrower covenants and agrees to do all things within its power in order to comply with and to enable the Council to comply with all requirements and to fulfill and to enable the Council to fulfill all covenants of the Indenture. The Borrower also acknowledges that the Council has delegated certain of its duties under the Indenture to its Program Administrator, including the direction to make investments in accordance with Article VII thereof, including but not limited to the investment of the Borrower's Project Loan Fund.

SECTION 9.08. Consents and Approvals. Whenever the written consent or approval of the Council shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Representative of the Council or such other additional persons provided by law or by rules, regulations or resolutions of the Council.

SECTION 9.09. Immunity of Officers, Employees and Members of Council and Borrower. No recourse shall be had for the payment of the principal of or premium or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement against any past, present or future official officer, member, counsel, employee, director or agent, as such, of the Council or the Borrower, either directly or through the Council or the Borrower, or respectively, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, counsels, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

SECTION 9.10. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

SECTION 9.11. No Pecuniary Liability of Council. No provision, covenant or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Council, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision or municipal corporation of the State or any public corporation or governmental agency existing under the laws thereof other than the Council. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Council has not obligated itself except with respect to the application of the revenues, income and all other property as derived herefrom, as hereinabove provided.

SECTION 9.12. Payments Due on Holidays. With the exception of Basic Payments, if the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement.

SECTION 9.13. Calculations. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 9.14. Time of Payment. Any Loan Repayment or other payment hereunder which is received by the Trustee or Council after 2:00 p.m. (New York time) on any day shall be deemed received on the following Business Day.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Florida Municipal Loan Council has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers and Town of Lake Park, Florida, has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers. All of the above occurred as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: _____
Name: Jay R. Chernoff
Title: Chairman

ATTEST:

By: _____
Name: Michael Sittig
Title: Executive Director

LOAN AGREEMENT

TOWN OF LAKE PARK, FLORIDA

(SEAL)

By: _____

Name:

Title:

ATTESTED BY:

By: _____

Name:

Title:

Approved as to form and correctness
this ___ day of _____, 2007.

By: _____

Name:

Title:

EXHIBIT A

TOWN OF LAKE PARK, FLORIDA
USE OF LOAN PROCEEDS

DESCRIPTION OF PROJECT TO BE ACQUIRED OR CONSTRUCTED

PROJECT

TOTAL AMOUNT
TO BE FINANCED

EXHIBIT B

CERTIFIED RESOLUTION OF THE BORROWER

See Document No. _____

EXHIBIT C

OPINION OF BORROWER'S COUNSEL

[Letterhead of Counsel to Borrower]

_____, 2007

Florida Municipal Loan Council
c/o Florida League of Cities, Inc.
301 Bronough Street
Tallahassee, Florida 32301

Deutsche Bank Trust Company Americas
Trust & Securities Services (Municipal Group)
60 Wall Street, 27th Floor
New York, New York 10005

Bryant Miller Olive
One Tampa City Center
201 North Franklin Street, Suite 2700
Tampa, Florida 33602

Banc of America Securities LLC
1640 Gulf-to-Bay Boulevard
Clearwater, Florida 33755

MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

Gentlemen:

We are counsel to [Name of Borrower], Florida (the "Borrower"), and have been requested by the Borrower to give this opinion in connection with the loan by the Florida Municipal Loan Council (the "Council") to the Borrower of funds to finance or refinance or reimburse the Borrower for all or a portion of the cost of a certain Project (the "Project") as defined in, and as described in Exhibit A of, the Loan Agreement, dated as of _____, 2007 (the "Loan Agreement"), between the Council and the Borrower.

In this connection, we have reviewed such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including applicable laws, and resolutions adopted by the Town Council of the Borrower, the Loan Agreement, Trust Indenture dated as of _____, 2007 (the "Indenture") between the Council and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), Resolution No. _____ adopted by the Borrower on _____, 2007 (the "Resolution"), a Continuing Disclosure Agreement dated as of _____ 1, 2007 (the "Continuing Disclosure Agreement") between the Borrower and the Florida League of Cities, Inc., and a Bond Purchase

Contract dated _____, 2007 (the "Bond Purchase Contract") between the Council, Banc of America Securities LLC and the Borrowers. Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida and under the provisions of the Constitution and laws of the State of Florida. The Borrower has the legal right and all requisite power and authority to enter into the Loan Agreement, to adopt the Resolution and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Borrower has duly authorized, executed and delivered the Resolution, the Loan Agreement, the Bond Purchase Contract and the Continuing Disclosure Agreement, and such instruments are legal and binding obligations of the Borrower enforceable against the Borrower in accordance with its terms, except to the extent that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(c) The execution and delivery of the Resolution, the Continuing Disclosure Agreement, the Bond Purchase Contract and the Loan Agreement, the consummation of the transactions contemplated thereby, the purchase or construction of the Project or the reimbursement for costs of the acquisition or construction thereof or the refinancing of the indebtedness to be refinanced with the proceeds of the loan and the fulfillment of or compliance with the terms and conditions of the Loan Agreement, the Bond Purchase Contract and the Continuing Disclosure Agreement does not and will not conflict with or result in a material breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or it or its properties is otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(d) There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Borrower is a party or of which any property of the Borrower is subject, which has not been described in the Official Statement or otherwise disclosed in writing to the Council and the Bond Insurer and which, if determined adversely to the Borrower, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Loan Agreement, the Bond Purchase Contract or the Continuing Disclosure Agreement.

(e) Any indebtedness being refinanced, directly or indirectly, with the proceeds of the Loan was initially incurred by the Borrower, and the proceeds of such indebtedness have been fully expended, to finance the cost of the Project.

We are attorneys admitted to practice law only in the State of Florida and express no opinion as to the laws of any other state and further express no opinion as to (i) the status of interest on the Bonds under either Federal laws or the laws of the State of Florida, or (ii) economic or financial matters described in the Official Statement relating to the Borrower.

Very truly yours,

EXHIBIT D

DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Total</u>
-------------	------------------------------	--------------------------	-----------------	--------------

*Loan repayments are actually due _____ 20th and _____ 20th of each year.

[TO COME]

EXHIBIT E TO LOAN AGREEMENT

FORM OF REQUISITION CERTIFICATE

TO: DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE
FROM: TOWN OF LAKE PARK, FLORIDA (THE "BORROWER")
SUBJECT: LOAN AGREEMENT DATED AS OF THE 1ST DAY OF _____, 2007

This represents Requisition Certificate No. ___ in the total amount of \$_____ for payment of those Costs of the Project detailed in the schedule attached.

The undersigned does certify that:

1. All of the expenditures for which monies are requested hereby represent proper Costs of the Project, have not been included in a previous Requisition Certificate and have been properly recorded on the Borrower's books as currently due and owing.

2. The monies requested thereby are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for funds actually advanced for Costs of the Project. The monies requested do not include retention or other monies not yet due or earned under construction contracts.

3. This requisition is in compliance with Section 5.03 of the Indenture.

4. After payment of monies hereby requested, to the knowledge of the undersigned, there will remain available to the Borrower sufficient funds to complete the Project substantially in accordance with the plans.

5. The Borrower is not in default under the Loan Agreement and nothing has occurred that would prevent the performance of its obligations under the Loan Agreement.

Executed this ____ day of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

By: _____

Name:

Title:

RESOLUTION NO. 48-06-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$2,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL PROJECTS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, participating governmental units have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for qualified projects; and

WHEREAS, the Town of Lake Park, Florida (the "Borrower"), a municipal corporation is duly created and existing pursuant to the Constitution and laws of the State of Florida (the "State"); and

WHEREAS, the Borrower finds and declares that there is a substantial need for the financing of qualifying projects permitted by Florida Statutes and the State Constitution; and

WHEREAS, the Borrower possesses the ability to finance such projects on its own, but has determined that a pooled financing program involving a limited number of local governmental units which regularly undertake projects requiring significant debt financing within the State would provide for low cost financing or refinancing of such projects through economies of scale, administrative support and access to expertise in accessing the capital markets; and

WHEREAS, it is anticipated that the benefits of a pooled financing by the Borrower with a limited number of governmental units through the Florida Municipal Loan Council may be obtained through promises to repay loans under the program and supported by a general covenant to budget and appropriate for such purpose, by a specific pledge of taxes or revenues or by a general obligation; and

WHEREAS, by pooling the respective financial needs of these certain various local governmental units, the Borrower will be able to access additional markets and expects to receive the benefits of lower interest rates on more favorable terms associated with such a large scale financing with such benefits being obtained for and inuring to the Borrower; and

WHEREAS, the Council is in the process of issuing its Florida Municipal Loan Council Revenue Bonds, Series 2007A (such series may have such other designation as determined by the Council) (the "Bonds") and is seeking to make loans to governmental units; and

WHEREAS, it is determined that a need exists to borrow funds to finance or refinance the cost of the acquisition and construction of the qualifying projects set forth on Exhibit A attached hereto (the "Project"); and

WHEREAS, it is determined to be in the best interest of the Borrower to borrow funds from the Council from the proceeds of the Bonds to finance the cost of the Projects (the "Loan").

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. PROJECT. The financing of the acquisition and construction of the Project is hereby approved.

SECTION 3. NEGOTIATED LOAN. Due to the complicated nature of the financing and the ability of the Borrower to access additional markets and for the Borrower to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Borrower that the Loan to the Borrower be made from the proceeds of the Bonds, as opposed to the Borrower borrowing funds pursuant to a public sale.

SECTION 4. LOAN AMOUNT. The aggregate amount of the Loan of the Borrower evidenced by the Loan Agreement shall not exceed \$2,000,000. Such Loan shall be made at a discount which shall include a pro-rata portion of costs of issuance incurred by the Borrower together with a pro-rata portion of the reserve fund surety cost and the Florida League of Cities, Inc. administrative fees and other ongoing costs and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement authorized pursuant to Section 5 hereof with such changes, insertions and omissions as may be approved by the Mayor and the Town Clerk. The redemption provisions, if any, relating to such Loan shall be as provided in the Loan Agreement.

SECTION 5. AUTHORIZED OFFICERS. The Mayor and the Town Clerk, or any other appropriate officers of the Borrower are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Loan, to be entered into by and between the Borrower and the Council in substantially the form attached as Exhibit B with such changes, insertions and omissions as may be approved by the Mayor and the Town Clerk, the execution thereof being conclusive evidence of such approval.

Further, the Finance Director or any other appropriate officers of the Borrower are authorized and directed to execute and deliver a Continuing Disclosure Agreement concerning compliance with existing or proposed rules of the Securities and Exchange Commission concerning continuing disclosure by the Borrower, to be entered into by and between the Borrower and the Florida League of Cities, Inc., in substantially the form attached as Exhibit C with such changes, insertions and omissions as may be approved by the officer executing such agreement, the execution thereof being conclusive evidence of such approval.

SECTION 6. RATES. The Mayor or the Finance Director is authorized to approve the final rates of interest on the Bonds, and the redemption provisions thereof, if any, on behalf of the Borrower. The Mayor, the Finance Director, the Town Manager or any other appropriate officers of the Borrower are authorized and directed to execute and deliver a Bond Purchase Contract, to be entered into by and between the Underwriter, the Borrower and the Council in substantially the form attached as Exhibit D with such changes, insertions and omissions as may be approved by the Mayor, the Finance Director, or the Town Manager, the execution thereof being conclusive evidence of such approval.

SECTION 7. INDENTURE. The Borrower hereby acknowledges and consents to the Bonds being issued pursuant to a Trust Indenture (the "Indenture") to be executed by the Council and a bank or trust company to be selected by the Council, as Trustee.

SECTION 8. OTHER INSTRUMENTS. The Mayor, the Vice Mayor, Town Manager, Finance Director, and the Town Clerk or any other appropriate officers of the Borrower are authorized and directed to execute any and all certifications or other instruments or documents required by this Resolution, the Loan Agreement, the Continuing Disclosure Agreement, the Bond

Purchase Contract, the Indenture or any other document required by the Council as a prerequisite or precondition to making the Loan (including but not limited to the execution of all tax documents relating to the tax exempt status of the Loan), and any such representations and agreements made therein shall be deemed to be made on behalf of the Borrower. All action taken to date by the officers of the Borrower in furtherance of the issuance of the Bonds and the making of the Loan is hereby approved, confirmed and ratified.

SECTION 9. ADDITIONAL INFORMATION. The Loan Agreement shall not be executed and delivered unless and until the Borrower has received all information required by Section 218.385, Florida Statutes.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

EXHIBIT A

PROJECT

Improvement of the alleyways of Park Avenue extending between 7th Street and 10th Street which is located in the Town of Lake Park Community Redevelopment Area.

EXHIBIT B

FORM OF LOAN AGREEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF BOND PURCHASE CONTRACT

TAB 11

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Tab 11*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Authorization to allocate \$10,000 to support the "Let Us Vote" initiative for a Palm Beach County Charter Amendment Referendum

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

W. Davis

Date:

6/8/07

Name/Title	Date of Actual Submittal	
Originating Department:	Costs: \$10,000 Funding Source: Acct. #	Attachments: Resolution Letters of Support
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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 _____: Please initial one.

Summary Explanation/Background: On May 2, 2007 the Commission approved Resolution No. 37-05-07 in support of the "Let us Vote" initiative, which proposes a Palm Beach County Charter Amendment (copy attached).

The President of "Let Us Vote" Political Action Committee (PAC) is requesting monetary contributions (letter attached) from all of the municipalities which support this initiative in the amount of twice their annual membership dues for Palm Beach County League of Cities. Accordingly, the Town's contribution request is \$10,000. The funds would be utilized for various methods of communication in order to educate the public concerning the proposed referendum question which is attached in the back-up information for this agenda item.

RESOLUTION NO. 37-05-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA (THE "TOWN") FINDING THAT THE EXPENDITURE OF MONEY IN SUPPORT OF THE PROPOSED AMENDMENT TO THE PALM BEACH COUNTY CHARTER REGARDING HOME RULE SERVES A PUBLIC PURPOSE; PROVIDING THAT THE DISSEMINATION OF INFORMATION CONCERNING THE IMPACTS OF THIS AMENDMENT ON THE CITIZENS OF THE COUNTY AND THE TOWN IS ESSENTIAL TO THE HEALTH, SAFETY, PROTECTION AND WELFARE OF THE TOWN AND ITS CITIZENS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has proposed certain amendments to the Palm Beach County Charter (the "Charter") over the years; and

WHEREAS, pursuant to the Charter, the citizens may also propose changes to the Charter; which proposed changes must be placed on the ballot for referendum if all criteria set forth in the Charter have been met; and

WHEREAS, such an amendment is being proposed by the citizens by means of a petition drive and will be subject to approval by the voters if sufficient signatures are gathered and if it meets all criteria set forth in the Charter and applicable State Law; and

WHEREAS, the Town of Lake Park desires that its citizens be fully informed as to the impact of this proposed amendment; and

WHEREAS, the Town Commission believes that it is a duty of local democratic government to assist its citizens in understanding issues of great importance to them by providing information in order that they may make an informed choice; and

WHEREAS, the Town Commission believes that such municipal leaders have a duty and a right to offer their opinion as to which course of action they think would be best for the Town and its citizens, and that such use of their offices is clearly for a public purpose.

NOW THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida that:

Section 1: The Town Commission finds that it is necessary and in the public interest of the citizens of the Town of Lake Park, and essential to the health, safety, protection and welfare of the citizens of the Town of Lake Park and the Town, for the Town to expend public funds and

resources, to utilize the time of its employees, and to utilize its various methods of communication (including but not limited to television, print, and internet communications) in order to educate the public concerning the proposed referendum question which is attached hereto as Exhibit A and the impact it will have on the Town and its citizens.

Section 2: This resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

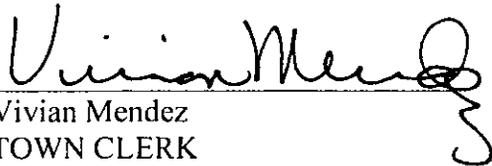
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 37-05-07 duly passed and adopted this 2 day of May, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

RECEIVED

Let Us Vote

Town Of Lake Park
Office Of Town Manager

June 1, 2007

Maria Davis
City Manager
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

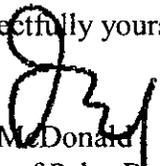
Dear Ms. Davis,

I understand that the Town of Lake Park passed a resolution supporting the Let Us Vote Committee's petition initiative to change the Palm Beach County Charter. As Chair of Let Us Vote, please allow me to extend my personal appreciation for your confidence in our project.

As you are aware, many Palm Beach cities have donated an amount equivalent to twice their Palm Beach League of Cities dues to our Committee. The Lake Park dues are \$5,000. Twice that amount would equate to \$10,000.

Once again, we appreciate the support Lake Park has already demonstrated and look forward to working further with you and your city.

Respectfully yours,


Jack McDonald
Town of Palm Beach Mayor
Chair of Let Us Vote Committee

EIN# 20-8525121

Resolution Status

City	funding	resolution	contributed	add'l committed
Boca Raton	\$31,000	passed	15,500	15,500
Golf	\$2,100	agenda		
Pahokee	\$6,900	passed		
Wellington	\$27,050	passed	27,050	
Atlantis	\$2,850	passed		
Belle Glade	\$17,000	passed - amended		
Boynton Beach	\$27,900	passed	27,900	
Cloud Lake	\$1,850	passed		
Delray Beach	\$31,000	passed	31,000	
Glen Ridge	\$1,850	passed		
Greenacres	\$19,700	passed	10,000	9,700
Gulf Stream	\$2,350	passed		
Hypoluxo	\$1,700	passed		
Juno Beach	\$4,300	passed		
Jupiter Inlet Colony	\$2,100	passed		
Lake Park	\$10,000	passed		
Lake Worth	\$24,550	passed	5,000	will revisit for more \$
Loxahatchee Groves		passed		
Manalapan	\$2,350	passed	2,500	
Mangonia Park	\$2,350	passed		
North Palm Beach	\$13,800			
Ocean Ridge	\$2,350	passed		
Palm Beach	\$13,950	passed	13,950	
Palm Beach Gardens	\$28,450	passed	28,450	
Palm Beach Shores	\$2,350	passed		
Palm Springs	\$13,400	passed		
Royal Palm Beach	\$19,700	passed		
South Bay	\$4,550	passed		
South Palm Beach	\$2,500	passed	2,500	
West Palm Beach	\$31,000	passed	31,000	
Haverhill	\$2,200	tabled		
Briny Breezes	\$1,950			
Highland Beach	\$5,450	working		
Jupiter	\$29,200	working		
Lake Clarke Shores	\$4,150			
Lantana	\$10,950			
Riviera Beach	\$19,700			
Tequesta	\$6,100			

MAY 29 2007

Let Us Vote

May 25, 2007

Commissioner Karen Marcus
Palm Beach County Commission
301 N. Olive Ave.
West Palm Beach, FL 33401

Commissioner Marcus:

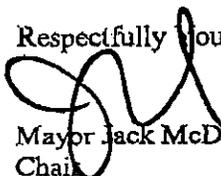
I am writing to you as Chair of the Let Us Vote Committee, a political action committee committed to the extension of municipal voting rights. We believe the people of Palm Beach County should have the opportunity to vote on expanded Home Rule. We believe our proposed change to be good for the municipalities, good for the county and good for the people of Palm Beach County.

We are gathering signatures to place a Palm Beach County Charter change on a ballot in 2008. I know you are aware the citizen initiative process is a long and difficult one, requiring the signatures of over 53,000 registered voters. We have begun the process and are finding a remarkable level of support for the issue among the public.

Attached is information regarding our proposed Charter Amendment, including recent press clippings. Frequently asked questions and more information can be found at our website www.letusvote.info.

We are committed to completing the petition process; however, we acknowledge that a simple majority vote of the Palm Beach County Commission could place this issue before the voters. At least twenty-seven Palm Beach County cities have passed resolutions endorsing this change and more have the issue on an upcoming agenda. Please consider this a request to place the attached County Charter Amendment on the ballot for the presidential primary election on January 29, 2008. Please let me know by return mail if you agree with my request and are willing to agenda this item for consideration before the County Commission.

Respectfully yours,



Mayor Jack McDonald
Chair

Attachments

cc: Robert Weisman, County Administrator
James Titcomb, Executive Director, Palm Beach County League of Cities

Mayor seeks dual-vote support

System would prevent laws from being imposed against the wishes of the affected municipality.

By WILLIAM KELLY
Daily News Staff Writer

Monday, March 19, 2007

Mayor Jack McDonald is spearheading an effort to amend the Palm Beach County Charter to require a dual vote whenever power changes hands between the county and municipal governments.

A dual-vote system would require both county and municipal voter approval for county charter amendments that affect municipal powers or functions.

McDonald has formed and is chairman of the "Let us Vote" political action committee, which needs about 54,000 signatures to have the dual-vote issue put on the ballot in the next general election in 2008.

"We will need the financial and petition gathering support of every municipality in the county," McDonald said at last Tuesday's Town Council meeting, where he announced the creation of the committee.

There are two ways to place a charter amendment before the voters. One is to obtain a number of signatures that represents 7 percent of the county voters registered for the last general election; the other is for four of the seven county commissioners to agree to do it.

Without the dual-vote system, countywide voters can impose a law on a municipality regardless of whether voters within that town or city want the change, McDonald said.

Of Florida's 67 counties, 19, including Palm Beach County, have their own charter. Currently, the electorate of a charter county such as Palm Beach County can preempt a town's land use regulation by charter.

"This means the county regulates such matters as town density, green space, sign ordinances, historical preservation, public safety standards, and even building appearance rules such as set back and height regulations — all against the wishes of town voters," McDonald said.

"We cannot leave the future of these extremely important town issues to the discretion of the county commission," he said.

Last Tuesday, the committee gathered nearly 400 signatures from voters participating in Loxahatchee Groves' first Town Council election. Knowing the county opposed incorporation of the rural community near Royal Palm Beach, McDonald said he thought it would be fertile ground for the petition.

"They had approximately 800 voters and we got almost half of them to sign," he said. "We think it will be like that all over the county."

The committee has already begun contacting mayors of all the municipalities in the county.

It also has secured support from the Palm Beach County League of Cities.

"Home rule is part of our core legislative agenda, and we do support the cause," said Jamie Titcomb, the organization's executive director. "Any idea should stand the test of a dual referendum if it is going to apply to another government's jurisdiction."

The league will extend legal, technical and some financial support the committee, he said.

"We'll do what we can to help them get the word out," he said.

In Pinellas County, where voters adopted a dual-vote system in 1999, the effect has been to encourage that county and its municipalities to work together, said Beth Rawlins of Clearwater, consultant to the Let Us Vote committee.

"Only good proposals that make sense for everyone get to the table," she said. "It has really reduced the bullying between the governments."

It also has been popular with the voters, 57 percent of whom voted to keep the system last November when a measure that would have eliminated it appeared on the ballot.

Besides McDonald, the committee is made up of its treasurer, Walter Maxwell of Rampell and Rampell, certified public accountants.

Cities campaign for 'home rule,' relief from Palm Beach County rules

By Erika Slife
South Florida Sun-Sentinel
Posted May 9 2007

Delray Beach - A red tape revolt is sweeping Palm Beach County.

Let Us Vote, a newly formed political action committee, wants city voters to have the right to opt out of countywide regulations. The plan is to hold a referendum to let voters determine whether they want such "home rule" rights.

Spearheaded by Mayor Jack McDonald of Palm Beach, the committee is gaining traction as cities across the county vote to join the crusade, making a commitment with their pocketbooks.

On Tuesday night, Delray Beach became the latest to challenge the county's legislative authority. Labeling "county interference as one of the greatest external threats" facing the city, commissioners unanimously voted to contribute \$31,000 to the committee, dubbed LUV-PAC.

"This is very important to the city of Delray Beach," Mayor Rita Ellis said before the vote. "The consequences of interference from the county and the state continue to bother us a lot."

The initiative is an ongoing backlash to what cities consider a stranglehold by county government. After a measure failed in the Legislature this past session, the committee is attempting to gain municipal independence at the grassroots level by collecting petition signatures and raising awareness. They say a vote for "increased voting rights" could be made next year, according to the committee's Web site.

The cities have huffed over a 2004 county-backed referendum in which voters approved a measure granting county commissioners power to limit lands that can be annexed by municipalities. They also have skirmished over the county's efforts to establish a countywide 911 emergency dispatch system.

The cities say the county encroachment is a threat to their practice of self-government.

On May 1, Boynton Beach voted to donate \$27,900 to the committee. Wellington is to consider the issue at a May 22 meeting. At least 18 of the county's 38 cities have come on board, McDonald said in a letter to Wellington's village manager.

The Palm Beach County League of Cities, which supports the movement, suggests that cities donate twice their annual league dues to the cause.

"Different communities have different standards within them," said Jamie Titcomb, executive director of the county's league. "They're dictated by the citizens who live in the city and therefore have different priorities of what quality is."

In Boca Raton, Deputy City Manager George Brown said the city supports the Let Us Vote initiative but hasn't become involved yet.

County Commissioners Mary McCarty and Burt Aaronson had not heard of the initiative, but McCarty, who is a former Delray Beach city commissioner, said she empathized with the cities' plight.

"I'm very much a home rule proponent," McCarty said. "I resent the state trying to tell the county what to do and I resent the county telling the cities what to do."

Staff Writers Luis F. Perez, Erika Pesantes and Stephanie Horvath contributed to this report.

Erika Slife can be reached at eslife@sun-sentinel.com or 561-243-6690.

PALM BEACH COUNTY CHARTER AMENDMENT PETITION FORM

Under Florida law, it is a first degree misdemeanor to knowingly sign more than once a petition or petitions for a candidate, a minor political party, or an issue. Such offense is punishable as provided in s. 775.082 or s. 775.083. [Section 104.185, Florida Statutes]

Name _____ Date of Birth _____

Please Print Name as it Appears on Voter Information Card

Residential Street Address _____

City _____ Zip _____

I am a registered voter of Palm Beach County and hereby petition the Supervisor of Elections to place the following ballot title, summary and charter amendment on the ballot in the next election available for such purpose pursuant to Section 6.3 of the Palm Beach County Charter after final verification of the full number of signatures necessary by the Supervisor of Elections.

BALLOT TITLE: Requires Both County and Municipal Voter Approval for Charter Amendments Affecting Municipal Powers or Functions

BALLOT SUMMARY: Shall Article 6, Section 3 of the Palm Beach County Home Rule Charter be amended to require that a majority of Voters of Palm Beach County and a majority of Voters in each municipality voting in a referendum must approve any amendment to the Charter which transfers or limits a function, service, power or authority of any municipality in the county?

FULL TEXT OF THE PROPOSED AMENDMENT:**Section 6.3 Home Rule Charter Amendments**

(1) Amendments to this Home Rule Charter may be proposed by the Board of County Commissioners by an affirmative vote of at least four (4) members, subject to approval by the voters of Palm Beach County in a referendum. The Home Rule Charter amendment may also be initiated by seven (7) percent of the number of voters qualified to vote in the last general election, and the initiated amendment shall be presented and verified in the manner and time set forth in Article V, Section 5.1. The Home Rule Charter amendment so initiated shall be placed on the ballot on the first Tuesday after the first Monday in November of any year or in connection with a presidential preference primary occurring at least thirty (30) days after verification. If approved by a majority of those who voted, the Home Rule Charter amendment shall become effective on the date specified in the amendment, or, if not so specified, on January 1 following the election. Each amendment to this Home Rule Charter shall be limited to a single and independent subject.

(2) Notwithstanding subsection (1), absent the approval of a majority of the voters of Palm Beach County voting in a referendum, and the approval of a majority of the voters of each municipality voting in a referendum, this Charter may not be amended to transfer or limit a function, service, power or authority of any municipality within the County.

[Note: Language underlined is new language that is proposed to add to the charter.]

DATE OF SIGNATURE

X

SIGNATURE OF REGISTERED VOTER

Pd. Pol. Adv. paid for by the Let Us Vote Political Committee, PO Box 3286, Palm Beach, FL 33480.

City	resolution
Atlantis	passed
Belle Glade	passed - amended version
Boca Raton	passed
Boynton Beach	passed
Briny Breezes	
Cloud Lake	passed
Delray Beach	passed
Glen Ridge	passed
Golf	
Greenacres	passed
Gulf Stream	passed
Haverhill	tabled
Highland Beach	
Hypoluxo	passed
Juno Beach	passed
Jupiter	
Jupiter Inlet Colony	passed
Lake Clarke Shores	
Lake Park	passed
Lake Worth	passed
Lantana	
Loxahatchee Groves	passed
Manalapan	passed
Mangonia Park	passed
North Palm Beach	passed
Ocean Ridge	passed
Pahokee	
Palm Beach	passed
Palm Beach Gardens	passed
Palm Beach Shores	passed
Palm Springs	passed
Riviera Beach	
Royal Palm Beach	passed
South Bay	passed
South Palm Beach	passed
Tequesta	
Wellington	passed
West Palm Beach	passed



All we are asking is to LET US VOTE
when the county proposes to change the rules...

LET US VOTE was formed to facilitate this citizen initiative. The political action committee is chaired by Palm Beach Mayor Jack McDonald. All registered voters of Palm Beach County are eligible to fill out a petition. The information we are requesting is only so the Supervisor of Elections can confirm that you are a registered voter.

 **SIGN THE PETITION**
(click here)

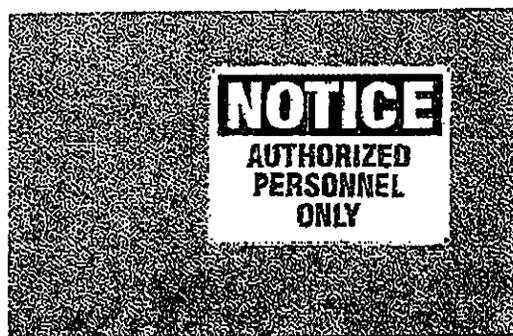
The process is Simple & Quick!

1. Click the petition link above
2. Print out the one page form
3. Sign your name
4. Mail it to this address:
Let Us Vote,
P.O. Box 3286, Palm Beach, FL
33480

That's it!

Q&A...

- **Why are you gathering petitions?**
We want the people of Palm Beach County to vote on increasing City residents voting rights. Extended voting rights would allow city voters greater say in setting local standards.
- **What does this amendment do?**
The unique character of your city would be protected. Voters countywide would be prohibited from imposing rules contrary to your desires. It would require that city voters accept or reject the new countywide regulations essentially opting out of regulations that don't fit their city.
- **What are some real examples of how this would work?**
The "personality" of your community is determined by local standards. Palm Beach Gardens is a very different place than



DO NOT be shut out from having a say in your community's future. A simple vote by the residents can determine when you want the intergovernmental "rules of the road" to change. No more mandates! LET US VOTE...

Simple: Let Us Vote!

LUV-PAC

Here's a link to the 38 Municipalities within Palm Beach County via the local League of Cities website. You can get contact information for your individual community, find out if your community is involved with this important issue and about other issues facing your local community.

SIGN THE PETITION HERE

**Let Us
Vote**



Want to know more?
Feel free to Email Us
for more information.

Pd. Pol. Adv. Paid for by the Let Us Vote Political Committee,
PO Box 3286, Palm Beach, FL 33480.

Loxahatchee and each should be allowed to set unique community standards.

• **Some examples of community standards include:**

Big Box Bans
Sign ordinances
Historical preservation
Park department requirements
Building appearance rules
Zoning
Public safety standards

• **Are there any exceptions?**

Yes, there are four areas that could not be affected by this proposal. They include traffic performance standards, well field protections, countywide impact fees and the requirement of County Commission approval of annexations in western Palm Beach.

• **What would this cost?**

This would cost nothing.

• **When would we vote on it?**

Most likely sometime next year during a primary or general election.

• **Would unincorporated residents be harmed by this?**

No. Regulations in unincorporated parts of the county would still be determined by countywide vote.

• **Who's behind this idea/petition?**

A group of city officials and local citizens who believe that the people of Palm Beach County deserve the right to set local standards locally.

Read and know more about your
Palm Beach County government's charter:
The Palm Beach County Charter

Images on this website are used for illustration only.

PALM BEACH COUNTY CHARTER AMENDMENT PETITION FORM

Under Florida law, it is a first degree misdemeanor to knowingly sign more than once a petition or petitions for a candidate, a minor political party, or an issue. Such offense is punishable as provided in s. 775.082 or s. 775.083. [Section 104.185, Florida Statutes]

Name _____ Date of Birth _____
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Residential Street Address _____

City _____ Zip _____

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[Note: Language underlined is new language that is proposed to add to the charter.]

DATE OF SIGNATURE _____

X _____
SIGNATURE OF REGISTERED VOTER

TAB 12

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Tab 12*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Rezoning a portion (14 acres) of the C-4 district & Bioscience overlay area to accommodate a retail department store.

RECOMMENDED MOTION/ACTION: Consensus on how to proceed.

Approved by Town Manager *W. Davis* **Date:** *6/14/07*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Kohl's Department Store has approached the Town with a request to locate a new store on the Divosta Property immediately behind Target on Congress. This site is presently zoned C- 4 and a retail use is not permitted. In order to locate here the applicant would have to request and receive a rezoning of this site. The site comprises 14 acres and is also located in the Bioscience Overlay area and will most likely require approval from the Bioscience Overlay Board to rezone the parcel.

Please see staff report for a more detailed explanation.

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Rezoning a portion (14 acres) of the C-4 district & Bioscience overlay area to accommodate a retail department store.

RECOMMENDED MOTION/ACTION: Consensus on how to proceed.

Approved by Town Manager *H.P. Davis*

Date: 6/14/07

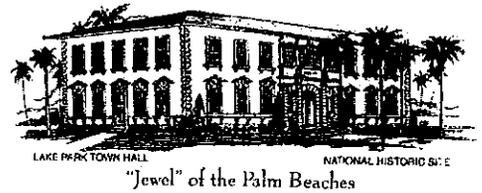
Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>[Signature]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>[Signature]</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Kohl's Department Store has approached the Town with a request to locate a new store on the Divosta Property immediately behind Target on Congress. This site is presently zoned C-4 and a retail use is not permitted. In order to locate here the applicant would have to request and receive a rezoning of this site. The site comprises 14 acres and is also located in the Bioscience Overlay area and will most likely require approval from the Bioscience Overlay Board to rezone the parcel.

Please see staff report for a more detailed explanation.

[Handwritten mark]

**Town of Lake Park
Community Development Department**



Meeting Date: June 20, 2007
Memo Date: June 13, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Kohl's Department Store

Kohl's Department Store has approached the Town with a request to locate a new store on the Divosta Property immediately behind Target on Congress. The parcel is fourteen (14) acres. This site is presently zoned C- 4 and is industrial in nature. A retail use in this zoning district is not permitted. In order to locate here the applicant must request and receive a rezoning of this site. A C-2 commercial designation would be the appropriate zone for the requested use and it would be consistent with Lowes and LA Fitness which is across the street. Along with the department store there would be two outparcels that would most likely sold to a support service such as a bank, restaurant or gas station. This would follow the paffer of Walmart with Murphy Oil and Bank of America.

Another issue in addition to the rezoning is that the site is located in the Town's Bioscience Overlay area. In March of 2006 the Town entered into an interlocal agreement with the county and surrounding cities and towns and agreed to amend its zoning regulations and comprehensive plan to provide for the creation of a bioscience overlay within the boundaries of the Town. The Town agreed that as part of the process any change within the overlay area would require a super majority vote by the Commission to approve conversion of land uses. The Town has also agreed that any zoning changes to the bioscience area would require a public hearing before the BLPAB.

With that in mind, it seems appropriate to work with the BLPAB in reviewing Kohl's request to locate in the Town.

The entire site including Kohl's and the outparcels has the potential to generate \$150,000 to \$200,000+ in Town tax revenues each year. Based on comparables, class A industrial buildings on that site would most likely generate revenues in the range of \$90,000 to \$120,000.

Because of the added layer of review before the BLPAB the first step would be for the Commission to indicate its willingness to proceed with a rezoning and provide a unified request to the BLPAB to approve the change from industrial to commercial. I have briefed Kohl's consultants and they are willing to present their plans to the BLPAB and would like to do that as soon as possible. If the Commission would like to move forward I will request a meeting of the BLPAB for either July or August. The Board has taken the summer off and does not plan to meet again until September unless there is business that needs to be taken care of prior to the fall meeting date.

Following approval by the BLPAB Kohl's would apply to the Commission for a rezoning.

Attached is a preliminary site plan for Kohl's.

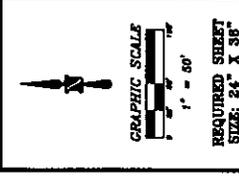
Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov



Kohl's Department Stores, Inc.
1901 W. 17th Avenue
Bloomington, MN 55425

DATE	04/26/07
DRAWN BY	TUS
CHECKED BY	EA
PROJECT #	20070702
SITE PLAN	K PL-448

LOCATION:
(NE) Congress Avenue
& Water Tower Road
Palm Beach, FL



GRAPHIC SCALE
1" = 80'
REQUIRED SHEET
SIZE: 24" X 36"

KOHL'S PROJECT # 77
DATE 04/26/07
DRAWN BY TUS
CHECKED BY EA
PROJECT # 20070702
SITE PLAN: K PL-448
SHEET NO. 2 OF 3

CONCEPTUAL SITE PLAN

SITE DATA
GENERAL

Acres: ± 10.00 ACRES
Kohl's ± 14.77 ACRES
Total ± 24.77 ACRES

Job's Classification: 2F-3R

Building System: 2F-3R

Other: 2F-3R

Other: 2F-3R

Other: 2F-3R

Total Sq. Ft. 90,165

MISC.
Building Coverage: 228
Asphalt Coverage: 228
Asphalt Coverage: 228
Concrete Coverage: 228
Grass: 228
Other: 228

PARKING

KOHL'S STANDARD REQUIREMENTS
Total Parking: 500
Handicapped: 10
Other: 490

Other Parking Provided:
Handicapped: 10
Other: 490

OVERALL PARKING PROVIDED:

Handicapped: 10
Other: 490
Total: 500

OTHER PARKING PROVIDED:

Handicapped: 10
Other: 490
Total: 500

OVERALL PARKING PROVIDED:

Handicapped: 10
Other: 490
Total: 500

KOHL'S BUILDING NOTES:

1. SEE DOOR LOCATIONS & QUANTITY ARE SUBJECT TO CHANGE. REFER TO ARCHITECTURAL PLAN.

2. PROVIDE IN-PARKING SIGNAGE AS DEVELOPMENT MANAGER.

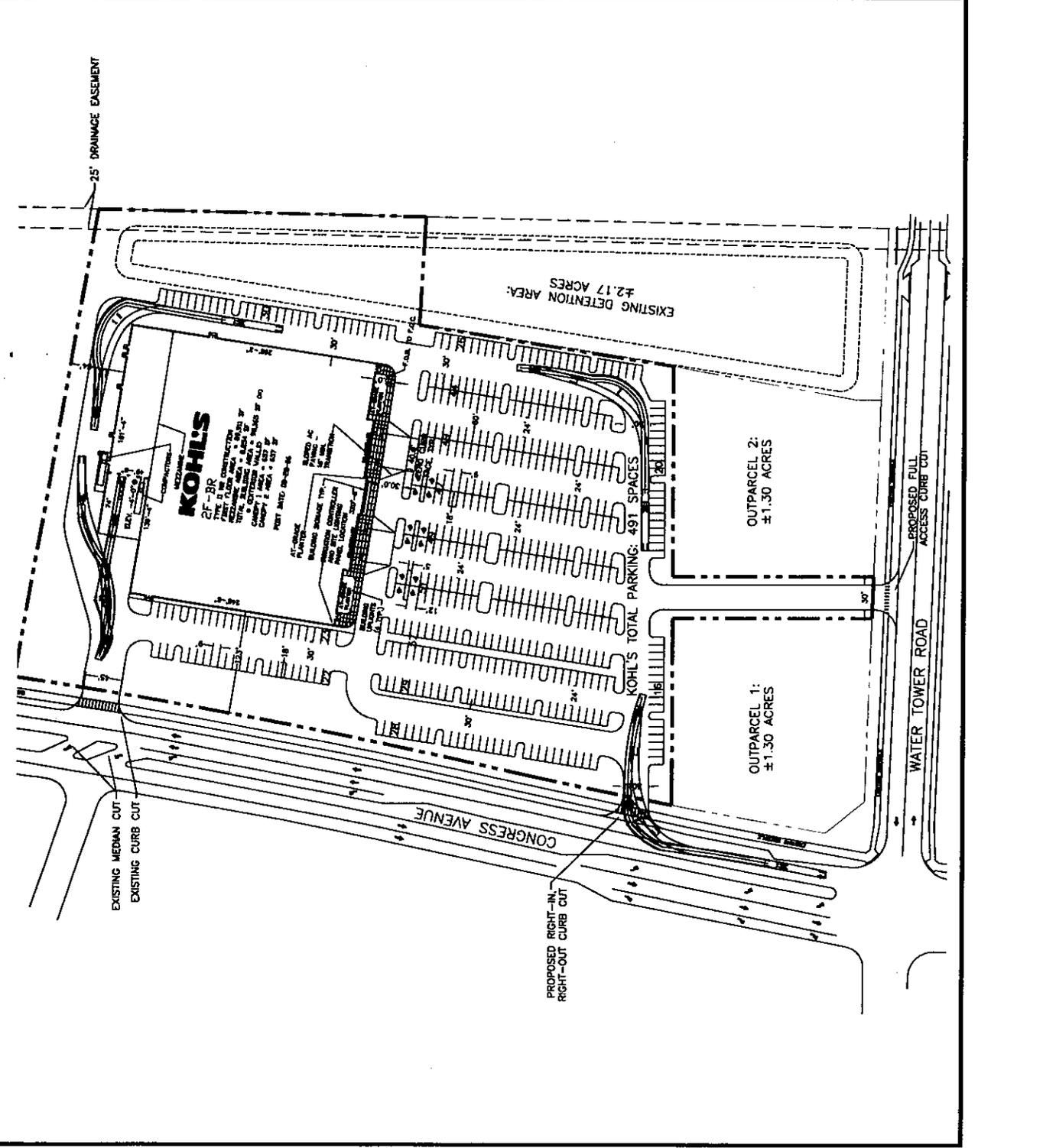
3. IN CASE OF EXPANSION, PLANTER BOXES WILL BE USED. SEE PLANTER BOX DETAILS FOR MORE INFORMATION.

4. PROVIDE FIRE SQUARERS AT ALL EXISTING AND NEW EXISTING DIRECTLY ONTO GRADE PARKING. REFER TO ARCHITECTURAL PLAN.

5. PROVIDE 7" SEPARATION FROM EXTERNAL WALL TO EXTERIOR LIGHT FIXTURES AND EXTERIOR LIGHT FIXTURES TO EXTERIOR WALL.

6. SEE LOCAL CODES FOR SIGN CURB HANDICAP PARKING REQUIREMENTS.

7. SEE LOCAL CODES FOR SIGN CURB HANDICAP PARKING REQUIREMENTS.



TAB 13

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 20, 2007

Agenda Item No. *Tab 13*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |

SUBJECT: Rescheduling the August 15, 2007 meeting.

RECOMMENDED MOTION/ACTION: Commission to come to consensus on rescheduling the August 15, 2007 Commission meeting.

Approved by Town Manager _____ **Date:** _____

Vivian Mendy
Name/Title

June 15, 2007
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: Memo
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk VM <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The second Regular Commission Meeting in August falls on the day before the Florida League of Cities' Conference begins in Orlando. Those members of the Commission that are attending will need August 15 to travel to Orlando for the conference. Attached are the proposed dates that the Regular Commission Meeting may be rescheduled.

TOWN OF LAKE PARK
OFFICE OF THE TOWN CLERK

MEMO

To: Mayor and Commissioners
From: Vivian Mendez, Town Clerk
Date: June 13, 2007
Subject: Rescheduling the August 15, 2007 Meeting

The second Commission meeting in August falls on the day before the Florida League of Cities conference in Orlando. Those members of the Commission that will be attending will need August 15 to travel to Orlando. The Commission has two options to reschedule the meeting.

1. Reschedule the second Commission Meeting to August 22nd.
2. Reschedule the second Commission Meeting to August 29th.