



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 6, 2008, 7:30 p.m.
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	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 Lemley	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PRESENTATION:**
 - American Cancer Society Relay for Life
 - Dr. Arthur Anderson, Supervisor of Elections
- G. **PUBLIC and OTHER COMMENT**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers

may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

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

For Approval:

1. Resolution No. 41-08-08 Legislative Appropriation Funding Agreement to Fund Lake Shore Drive Stormwater Drainage Project Tab 1
2. Award Contract for Janitorial Services to Sparkle Team for Cleaning Services at the Library Tab 2
3. Notification of International Coastal Cleanup on September 20, 2008 Tab 3
4. Job Description for Finance Department Position Tab 4
5. Proclamation for Florida Water Professional Week August 4-8, 2008 Tab 5
6. Installation of Automatic Gates for the Tennis Entrance of Lake Shore Park Tab 6
7. Authorize Fee for Bond Counsel Tab 7

J. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

8. ORDINANCE NO. 09-2008 Storm Water Utility

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING A NEW ARTICLE IN CHAPTER 32 OF THE TOWN CODE ENTITLED "UTILITIES" TO PROVIDE FOR STORMWATER MANAGEMENT; PROVIDING FOR AUTHORITY OF THE TOWN TO CREATE A STORMWATER UTILITY SYSTEM; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE OPERATION OF A STORMWATER SYSTEM; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 8

9. ORDINANCE NO. 11-2008 Signage

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY AMENDING CHAPTER 70 ENTITLED "SIGNS", ARTICLE 1 ENTITLED "IN GENERAL"; BY REPEALING SECTION 70-2 ENTITLED "RELATIONSHIP TO STATE BUILDING CODE"; AMENDING SECTION 70-4 ENTITLED "MAINTENANCE"; AMENDING SECTION 70-6 ENTITLED "DEFINITIONS"; AMENDING ARTICLE II ENTITLED "LICENSE AND PERMIT REQUIREMENTS BY REPEALING SECTION 70-31 ENTITLED

“LICENSE REQUIRED”; AND AMENDING SECTION 70-32 ENTITLED “PERMITS”; AMENDING ARTICLE III ENTITLED “CONSTRUCTION”; BY AMENDING SECTION 70-61 ENTITLED “GENERAL PROVISIONS”; AMENDING SECTION 70-64 ENTITLED “REMOVAL, REPAIR OR ALTERATION”; REPEALING SECTION 70-65 ENTITLED “REINSPECTION”; AMENDING SECTION 70-66 ENTITLED “STOP WORK ORDERS”; AMENDING SECTION 70-67 ENTITLED “VIOLATIONS”; AMENDING ARTICLE IV ENTITLED “SIGN REGULATIONS”; AMENDING SECTION 70-101 ENTITLED “EXEMPT SIGNS”; AMENDING SECTION 70-102 ENTITLED “PROHIBITED SIGNS AND RELATED EQUIPMENT”; AMENDING SECTION 70-103 ENTITLED “PERMITTED SIGNS”; AMENDING SECTION 70-104 ENTITLED “LEGAL NONCOMPLYING SIGNS”; AMENDING SECTION 70-105 ENTITLED “COMPUTATION OF SIGN AREA”; AMENDING SECTION 70-107 ENTITLED “EXTERIOR ARCHITECTURAL LIGHTING”; REPEALING SECTION 70-108 ENTITLED “REINSPECTION”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 9

10. ORDINANCE NO. 12-2008 Special Events

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE PERTAINING TO THE ISSUANCE OF SPECIAL EVENTS PERMITS FOR NON-TOWN SPONSORED EVENTS TO CREATE NEW CODE SECTION 18-120 TO BE ENTITLED “PURPOSE”; AMENDING SECTION 18-121 ENTITLED “APPLICATION FOR PERMIT; SPECIFIC USES; CONDITIONS”; AMENDING SECTION 18-122 PRESENTLY ENTITLED “CRITERIA FOR ISSUANCE OF PERMIT”; AMENDING SECTION 18-123 ENTITLED; “CONDITIONS FOR PERMIT APPROVAL”; AMENDING SECTION 18-125 ENTITLED “TRAFFIC CIRCULATION PLAN”; AMENDING SECTION 18-126 ENTITLED “CANCELLATION OF PERMIT”; AMENDING SECTION 18-127 ENTITLED “APPEAL OF CANCELLATION OF PERMIT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Tab10

11. ORDINANCE NO. 13-2008 Planned Unit Development - P.U.D.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-77 PERTAINING TO PLANNED UNIT DEVELOPMENT REGULATIONS; PROVIDED FOR USES ALLOWED IN PLANNED UNIT DEVELOPMENTS; PROVIDING FOR THE WAIVER OF CERTAIN STANDARD ZONING REGULATIONS FOR PROPERTIES DEVELOPED AS A PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Tab11

ORDINANCE ON FIRST READING:

**12. ORDINANCE NO. 14-2008 Sign Change in Park Avenue Downtown District
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE
PARK, FLORIDA, AMENDING SECTION 78-70 OF CHAPTER 78, ARTICLE III,
ENTITLED "PARK AVENUE DOWNTOWN DISTRICT" PERTAINING TO
PERMITTED SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Tab12**

K. DISCUSSION AND POSSIBLE ACTION:

13. Town Manager's Goals and Commission Priorities Tab13

L. ADJOURNMENT:

Presentation

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

Meeting Date: August 6, 2008

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 type="checkbox"/> DISCUSSION

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

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

SUBJECT: American Cancer Society Relay for Life

RECOMMENDED MOTION/ACTION:

Approved by Town Manager W. Davis Date: 7/27/08
Bonnie McKibbin 7/25/08
 Name/Title HR Director Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. #	Attachments: Letter and Relay for Life Information from the American Cancer Society
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 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 <u>BMT</u> or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The purpose of this presentation is to provide the Town of Lake Park with information regarding the upcoming American Cancer Society Relay for Life and to request the Town's participation in this event.

July 11, 2008



Dear Friend,

This year, the American Cancer Society will be hosting its Relay For life in your community. Relay For Life brings friends, families and loved ones together to honor those who are surviving cancer and to remember those who have lost their battle.

This packet has been created as a resource for you to understand what Relay For Life is and how you can play an integral role. The folder contains a brief history, the mission, and a description of the event. Please don't hesitate to contact me for further information.

As your Community Representative, I am dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer through research, education, advocacy, and service.

Thank you for supporting the mission of your American Cancer Society.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy Steeth', with a long horizontal line extending to the right.

Kathy Steeth
Community Representative
American Cancer Society
621 Clearwater Park Road
West Palm Beach, FL 33401
561-366-0013 ext. 5141



American Cancer Society Relay For Life

What is Relay For Life?

Relay For Life is a celebration of life in honor of those touched by cancer. Relay For Life also raises funds for the American Cancer Society's programs of research, education, advocacy and service – programs that can reduce cancer deaths and cancer incidence, and improve the quality of life for those touched by cancer.

Relay For Life began in 1985. Dr. Gordon Klatt, an oncologist in Tacoma Washington, wanted to make a difference in the lives of his cancer patients. Dr. Klatt's idea was to run laps around a track for 24 hours and raise funds. He raised \$27,000 and donated the money to the American Cancer Society. Since then, Relay For Life has grown to become the American Cancer Society's national signature activity. In 2007, over 4,800 Relay For Life events were held throughout the United States and raised just over \$400 million. More than 3 million people participated and over 500,000 cancer survivors walked the opening lap. In Florida we grew to 329 events, had more than 100,000 participants and more than 19,000 survivors walking the opening laps of our community events. Almost \$22 million was raised in the fight against cancer in Florida alone. Relay For Life is the largest fundraising event in the United States. It has also grown to nineteen other countries outside of the United States.

Relay For Life is a true community event where people of all ages and from all walks of life come together for a common cause. We walk, jog or run relay style around the tracks or pathways at school or community football fields, fairgrounds and parks for eighteen hours. Friends, relatives, local businesses, hospitals, schools, faith based organizations, service clubs and other organizations organize teams of 10-15 people. Each team member is asked to raise a minimum of \$100 before the event.

Food, fun and camaraderie are part of the Relay For Life experience. There is the opening ceremony and first lap called our 'victory lap'. We cheer on our local cancer survivors, our friends, family and co-workers who have survived cancer. There is also a more solemn aspect of the event during the Luminaria ceremony. This is an emotional candle-lighting ceremony to honor those who have survived cancer and to remember those who have not. This powerful ceremony ties participants personally to the cause of fighting cancer. Relay For Life is about a community taking up the fight.

Relay For Life – it's all about providing Hope for the future, Progress towards a cure, and Answers to cancer questions.

One Community, One Mission, One Fight!

***For more information about Relay For Life or how to become involved,
please contact your American Cancer Society at
(561) 366-0013***

www.cancer.org

1-800-ACS-2345



“Where does the money go?”

The American Cancer Society is accelerating the progress against cancer in every community, thanks to donations made at RELAY!

Saving Lives	Helping Those Touched by Cancer	Empowering People to Fight Back Against Cancer
<ul style="list-style-type: none"> • Since the inception of its Research Program in 1946, The Society has contributed to almost every major cancer discovery. As a result of research advances, there are more than 10 million cancer survivors in America. • Society funding of select researchers led to effective treatments like chemotherapy, radiation, and bone marrow transplants that extend thousands of lives each year. • Many cancers such as breast, cervical, colon and prostate can be detected early when treatment is more effective. Society-funded research has led to the development of early detection methods such as the PSA test and mammography. • If colon cancer is discovered and treated early, the 5-year relative survival rate is 90%. The Society has been a leader in raising awareness about the importance of getting tested for colon cancer to save lives. • Original Society scientific research contributed to the recognized link between smoking and lung cancer. The Society is helping smokers double their chances of quitting through our Quitline, 1-877-YES-QUIT. • The Society advocates for stronger smoking ordinances and state laws to protect employees and the public from tobacco smoke in an effort to reduce death and illness caused by smoke. • The Society works to fund researchers early in their careers, when funding is particularly hard to receive. Remarkably, 40 of those funded researchers have gone on to win the Nobel Prize. 	<ul style="list-style-type: none"> • Any time, day or night, people facing cancer can connect with lifesaving information, resources, and support online at www.cancer.org or through our toll-free call center – 1-800-ACS-2345. • You are never alone in the Cancer Survivors NetworkSM, an online community that connects patients, survivors, and caregivers with others who have “been there” for insight, moral support, and inspiration. • When the best hope for a cure is at a cancer center far from home, Hope Lodge[®] provides a comfortable, nurturing environment where patients and caregivers can stay free of charge during treatment and focus on what is most important – getting well. • Through I Can Cope[®] classes, medical professionals help patients and their families overcome fears through information and resources to understand their cancer experience. • Patients need not worry about how to get to and from their treatments when trained American Cancer Society volunteers offer free transportation, friendship, and support through our Road to Recovery[®] program. • A free consultation with a Look Good ... Feel Better[®] beauty consultant helps female patients feel beautiful again by providing tools and tips to overcome treatment side effects and restore their pre-cancer appearance and self-esteem. • The American Cancer Society offers many other programs, services, and resources to help with the cancer journey. Call the Society to find out which ones are right for you, 1-800-ACS-2345. 	<ul style="list-style-type: none"> • Increased federal funding to allow low-income women access to breast and cervical cancer screenings. • Doubled the funding for the National Institute of Health and National Cancer Institute to allow an increase in cancer research. • Assured that all individuals covered under Medicare receive access to the most current clinical trials. • Advocated for expanded access to quality cancer treatment, prevention, and education, as a result mammography is guaranteed in 49 states. • Society events such as Relay For Life[®], Making Strides Against Breast Cancer[®], and Celebration on the Hill[®], offer a venue to make a difference in the fight against cancer and share the camaraderie of others with the same passion. • Created the American Cancer Society Cancer Action NetworkSM for voter education and to issue campaigns aimed at influencing candidates and lawmakers to support laws and policies that will help people fight cancer, www.acscan.org.

RELAY FOR LIFE COMMITTEE POSITIONS AT-A-GLANCE

Event Chair & Event Vice Chair

Time Commitment: Average 3-4 hours per week (may increase closer to event)

- ✓ Work together to provide leadership, recruit subcommittee Chairs and oversee the planning and execution of the event
- ✓ Assist with developing goals, budget, and timeline
- ✓ Set meeting agendas (with staff partner) and facilitate committee meetings
- ✓ Focus your efforts on leadership development, team development, survivor development, event development and fundraising development

Mission Support - Team Development Chair

Time Commitment: Average 2-4 hours per week

- ✓ Focus committee on four important areas: team recruitment, team retention with Team Retention Chair, team mentoring and team meetings
- ✓ Set meeting agendas (with staff partner) and facilitate Team Captain meetings
- ✓ Work with Event Chair and Vice Chair to recruit subcommittees to focus on Team Recruitment and Retention

Mission Support - Team Recruitment Chair

Time Commitment: Average 2-3 hours per week

- ✓ Work with Event Chair, Vice Chair and Team Development Chair to recruit subcommittee to focus on Team Recruitment
- ✓ Develop a team recruitment plan with subcommittee to recruit teams from community by utilizing contacts from committee members, team captains, and community leaders.
- ✓ Ensure that your recruitment subcommittee focuses on all parts of the community

Mission Support - Team Retention Chair

Time Commitment: Average 2-3 hours per week

- ✓ Work with Event Chair, Vice Chair and Team Development Chair to recruit subcommittee to focus on Team Retention
- ✓ Ensure that past teams are involved in year round Relay activities and communications

Mission Support - Sponsorship Chair

Time Commitment: Average 2-3 hours per week

- ✓ Work with Event Chair and Vice Chair to recruit subcommittee
- ✓ Develop plan for achieving corporate sponsorship goal through effectively researching prospects, setting the appointments and handling all recognition and follow-up by utilizing committee, team and community contacts

Mission Support - Survivor / Caregiver Chair

Time Commitment: Average 1-2 hours per week (may increase closer to event)

- ✓ Develop plan to recruit cancer survivors & caregivers from local community
- ✓ Coordinate and plan survivor reception and survivor / caregiver recognition event activities
- ✓ Recruit subcommittee to assist with securing materials and recruiting day of volunteers
- ✓ Make sure survivors and caregivers are included in Relay year round

Mission Delivery - Mission Education Chair

Time Commitment: Average 1-2 hours per week

- ✓ Implement plan to deliver Mission Education messages
- ✓ Ensure mission education messages are incorporated into event as defined in the mission education plan
- ✓ Ensure mission education track signs are available and present for day of event

Mission Delivery - Advocacy Chair

Time Commitment: Average 1-2 hours per week

- ✓ Incorporate American Cancer Society advocacy efforts into survivor activities, day of event activities and team meetings
- ✓ Educate and incorporate advocacy priorities into event activities at Relay
- ✓ Work with Event Chair and Vice Chair to recruit members for ACS CAN

Marketing and Publicity Chair

Time Commitment: Average 1-2 hours per week

- ✓ Develop media plan and research feature story ideas for coverage in local newsletters, newspapers, periodicals, etc., to promote event in local community
- ✓ Work with staff partner to ensure American Cancer Society graphic standards are met

Luminaria Chair

Time Commitment: Average 1-2 hours per week (may increase closer to event)

- ✓ Plan the Luminaria Ceremony and coordinate Luminaria sales in the community
- ✓ Recruit subcommittee to assist with securing materials and recruiting event day volunteers
- ✓ Coordinate Luminaria set up and break down at the event

Activities & Entertainment Chair

Time Commitment: Average 1-2 hours per week (may increase closer to event)

- ✓ Plan onsite event activities and create overall event agenda
- ✓ Recruit subcommittee to facilitate event activities and assist with coordination of event ceremonies

Logistics Chair

Time Commitment: Average 1-2 hours per week (may increase closer to event)

- ✓ Coordinate site layout including parking, campsites, tents, stage, restrooms, etc.
- ✓ Assist with recruiting day of volunteers and securing equipment
- ✓ Responsible for set-up and clean-up plan

Registration and Accounting Chair

Time Commitment: Average 1-2 hours per week (may increase closer to event)

- ✓ Coordinate all pre-event registration and banking activities
- ✓ Coordinate all onsite money collection, coding, copying and deposits
- ✓ Ensure all accounting best practices, guidelines and policies are adhered to
- ✓ Recruit subcommittee to ensure timely and accurate processing
- ✓ Work with Team Development committee to register participants online or through Scannable forms

Online Chair

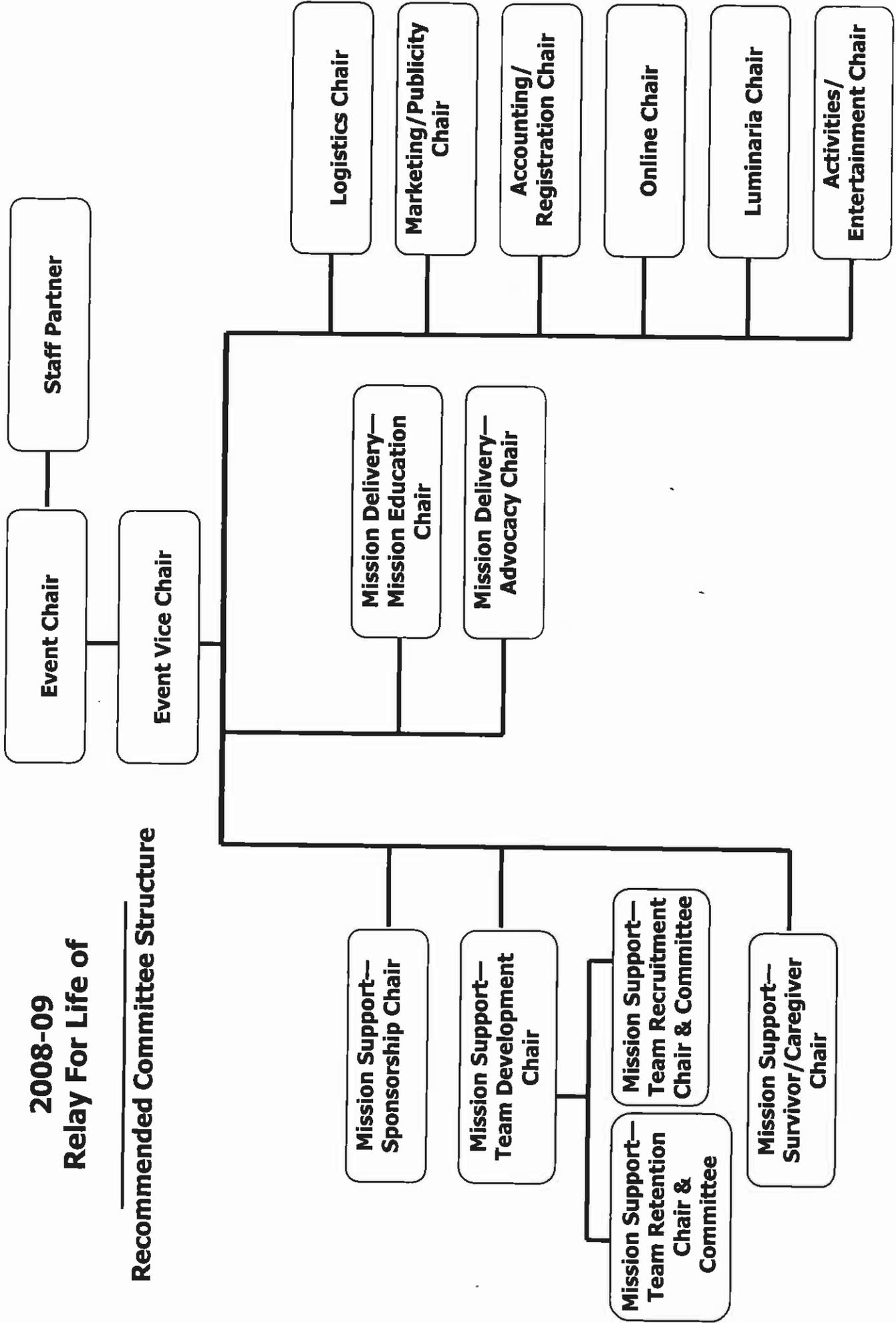
Time Commitment: Average 1-2 hours per week

- ✓ Promote the online fundraising tool to participants
- ✓ Manage email campaigns to Relay contacts and assist teams with online registration



2008-09 Relay For Life of

Recommended Committee Structure





Partnership Agreement

Date: _____ Unit: _____ Event/Site: _____

Volunteer position being discussed: _____

Between _____ & _____
(volunteer) (leadership volunteer/staff)

Length of term: _____

Training/Skill development needed: _____

Staff needs: _____

Volunteer needs: _____

Necessary communication: _____

Estimated # of meetings needed: _____ / month between the 2 parties above.

Location of meetings: _____

Phone calls: _____ / week

Best Method to Communicate: _____ (i.e. email, phone, face to face)

Time of Day: _____

Volunteer Comments:

I have read and reviewed the items below: We have discussed the topics below:

- ___ Staff / Volunteer Partnership Agreement
- ___ Job Description
- ___ Event Timeline
- ___ Event Budget
- ___ Event Standards
- ___ Cash Handling Policy & Procedures

Volunteer Signature / Date

Leadership Volunteer Signature (i.e. event chair) / Date

Staff Signature / Date

Partnership Agreement Contact Form

Date: _____ Unit: _____ Event/Site: _____

Committee Position: _____

First Name: _____ Last Name: _____ MI: _____

Address: _____

City: _____ State: _____ Zip code: _____

Home Phone: _____ Cell or Other: _____

Email Address: _____

Business Name: _____

Job Title: _____

Business Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Business Fax: _____

Please Circle One: T-Shirt Size

(YS) - (YM) - (YL) - (S) - (M) - (L) - (XL) - (1XL) - (2XL) - (3XL)

Are you a cancer survivor? Yes _____ or No _____

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

Meeting Date: **August 6, 2008**

Agenda Item No. *Presentation*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> PRESENTATION |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |

SUBJECT: Presentation by Dr. Arthur Anderson, Supervisor of Elections

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. Davis* Date: *7/31/08*
William M. Lemley *7/31/08*
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: None
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <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"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>VML</i> <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><i>n/a</i></u> Please initial one.

Summary Explanation/Background: Dr. Arthur Anderson of the Supervisor of Elections will be speaking to the public on the importance of voting on August 26, 2008.

Consent Agenda

TAB 1

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 1*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> ORDINANCE ON SECOND READING |
| <input type="checkbox"/> BID/RFP Award | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Legislative Appropriation Funding Agreement

RECOMMENDED MOTION/ACTION: Approve Agreement

Approved by Town Manager *Al Davis*

Date: *7/27/08*

Virginia Martin, Grants Writer
Name/Title

July 11, 2008
Date of Actual Submittal

Originating Department: Grants	Costs: \$ 100,000.00 Funding Source: Stormwater Utility Acct. #	Attachments: Resolution Agreement
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>AMC</i>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <i>GM</i> _____ <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 checked="" 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 <i>GM</i> Please initial one.

Summary Explanation/Background: This is the agreement to fund the Lake Shore Drive stormwater drainage project that was allocated by the State Legislature as a line item on the FY 2008-09 budget.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

RECEIVED

July 3, 2008

JUL 10 2008

*Town Of Lake Park,
Office Of Town Manager*

Ms. Virginia Martin
Grants Writer
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Re: LP8935 – Town of Lake Park
Lake Park Stormwater Improvements – Lake Shore Drive

Dear Ms. Martin:

Enclosed are two original copies of the proposed Legislative Project grant agreement for the Town's stormwater improvement project.

Please have the Town Manager sign on page 6 of the enclosed two copies. Return both copies to us at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the agreements and mail a fully executed copy to the Town.

If you have any questions about the agreement, please call Susan Taylor at 850/245-8374.

Sincerely,

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/st

Enclosures

cc: Maria Davis – Town of Lake Park
Anne Costello – Town of Lake Park

RESOLUTION NO. 41-08-08

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA TO
ACCEPT FUNDING FROM THE FLORIDA
LEGISLATIVE APPROPRIATION FOR LAKE
SHORE DRIVE STORMWATER IMPROVEMENTS**

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

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the Florida Legislature has appropriated \$100,000 to be funded as a Stormwater Improvement Grant through the Florida Department of Environmental Protection; and

WHEREAS, this is an important project that has needed to be addressed for some time; and

WHEREAS, the Town of Lake Park wishes to enter into a Legislative Project Grant agreement between the Town of Lake Park and the Florida Department of Environmental Protection; and

WHEREAS, the Town of Lake Park is willing to provide a match of the appropriation with \$100,000 from the Stormwater Utility.

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

SECTION 1. The Town Commission authorizes and directs the Town Manager to sign and submit the agreement to the Florida Department of Environmental Protection.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

STATE FINANCIAL ASSISTANCE AGREEMENT
TOWN OF LAKE PARK
DEP AGREEMENT NO. LP8935

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1772C OF THE 2008 - 2009 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the TOWN OF LAKE PARK, whose address is 535 Park Avenue, Lake Park, Florida, 33403 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Lake Park Stormwater Improvements – Lake Shore Drive project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than November 30, 2009, inclusive.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$100,000 toward the total project cost estimate of \$200,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$100,000 toward the project described in **Attachment A**.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
 - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.
 - (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Grantee is required to make such payments.

9. A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposed of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in this Agreement to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall use the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358

Fax: 850-245-8411
Email: thomas.e.williams@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Virginia Martin
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Phone: 561-840-0160
Fax: 561-881-3314
Email: vmartin@lakeparkflorida.gov

16. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

20. The purchase of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
22.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF LAKE PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: He. Davis
Town Manager

By: _____
Deputy Director
Division of Water Resource Management

Date: 7/27/08

Date: _____

Tommy Williams, DEP Grant Manager

FEID No.: _____

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Disbursement Request Package (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Advance Payment -- Interest Earned Memorandum (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Advance Payment Justification Form (3 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN
[Local Government]
LP6**

Project Title: Lake Park Stormwater Improvements - Lake Shore Drive

Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.*

This project is located East of US Highway 1, just west of the Intracoastal Waterway/Lake Worth Lagoon in Lake Park, Palm Beach County, Florida. The Hydrologic Class is III. (Lake Worth Lagoon Plan 12/2007). The limits of the project are from US Highway 1 to the north, to Lake Park Harbor Marina to the south. The project length is approximately 0.7 miles.

Project Background: *Provide a summary of the site/project area and the justification supporting the need for the Florida Department of Environmental Protection to fund the proposed project.*

The Intracoastal Waterway and Lake Worth Lagoon are State resources of significant environmental and economic importance and concern. This project addresses the safety and welfare of all residents by minimizing flooding during weather events, and also provides stormwater run-off pre-treatment to minimize silt and pollutant discharge into the Lake Worth Lagoon and Intracoastal Waterway.

Lake Worth Lagoon is on the list of South Florida Water Management District priorities. According to the Drainage Master Plan developed for Lake Park by Barker, Osha & Anderson, Inc., this project area includes drainage basins 1-6, which lie east of US Highway # 1, and west of the Intracoastal. The existing centerline of pavement elevations varies from 3.88 to 5.30 Mean Sea Level (MSL), while the existing inlet grade elevations vary from 2.75 to 3.00 MSL. There are 6 existing outfalls that serve this area, varying in size from 12" to 60" in diameter. The average high tides experienced in this area are approximately 2.25 MSL while the "spring and fall" tides vary from 3.50 to 3.75 MSL. The existing grassed swales are deteriorated and provide very little percolation. During extreme high tides, and also during the average high tides with a design storm event, there is severe flooding in these drainage basins. The southwest corner of the intersection of Jasmine Drive and Lake Shore Drive is not currently served by the drainage system.

Project Objectives: *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- Objective 1: Surveying and drainage analysis of existing conditions;
- Objective 2: Engineering & project design;
- Objective 3: Project permitting and approval;
- Objective 4: Approved Bid Specifications and Construction Documents prepared.

Project Description: *Provide a detailed description of the work to be performed for the project. Include maps, drawings etc. to support project activities. Project descriptions should include a specific list of tasks/activities for accomplishing the project.*

The work to be performed in this project includes the surveying, geotechnical analysis, drainage analysis, roadway design, drainage design, permitting for the construction related activity, securing sufficient funding to carry out the project, and preparing the construction specifications and bid packages to improve the drainage discharge run-off quality and raise the roadway elevation along Lake Shore Drive.

The project designed as a result of this initial funding is intended to raise the roadway elevation by up to 1.0 foot. The proposed roadway typical section will include sidewalks and bike paths on both sides of the roadway, a multi-use path will be provided on the east side of the roadway, which will tie into the multi-use paths in Lake Shore Park. The sidewalk elevations will be raised in accordance with the roadway improvements, which should improve the quality of life for Lake Park residents because historically, this corridor floods during a normal rain event. All existing driveway and cross street connections will be modified to meet the new roadway elevation..

Drainage will be routed to proposed exfiltration trenches in the adjacent parks (Lake Shore and Kelsey) which are located both east and west of Lake Shore Drive approximately midway along the project corridor. Drainage improvements will be accomplished using a series of new inlets, storm sewer, and pump stations. The current outfall to the Intracoastal will be maintained, however, improvements to the outfalls will include elimination of direct discharge, and installation of flap gates to minimize incidents of tidal water backing up into the drainage system. Roadside swales will be reworked to add more granular material to assist with percolation along the entire coordinator.

A specific list of tasks for completion under this funding package include:

1. Surveys & Geotechnical Analysis
2. Engineering Design & Estimates
3. Permitting – Local, County, State, Federal
4. Approved Bid and Construction Documents are prepared

Project Milestones/Deliverables/Outputs: Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Survey/Geotechnical Analysis	10/15/08	11/30/08	Topographic & geotech survey reports	12/31/08
2	Engineering Design & Estimates	12/15/08	6/15/09	Design Documents and Construction Plans	7/15/09
3	Permitting	2/1/09	9/15/09	Permit Applications filed-Local, County, State, Federal	10/1/09
4	Approved Bid & Construction Documents prepared	10/1/09	10/31/09	Approved RFPs Ready for Release	11/28/09

Project Budget: Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	\$100,000	\$100,000	Town of Lake Park Storm Water Utility
Construction & Demolition:			
Land:			
Equipment:			
Other (list):			
Other (list):			
Total:	\$100,000	\$100,000	
Total Project Cost:			\$200,000
100% Match Required:	\$100,000	Amount of Match:	\$100,000

Project Budget Narrative: *Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match.*

Calvin Giordano & Associates, Inc. have provided an estimate of \$200,000 to complete this phase of the project which entails performing the following tasks:

- (1) the required surveys (\$60,000 - \$30,000 from DEP, \$30,000 from the Town of Lake Park),
- (2) design and engineering (\$40,000 - \$20,000 from DEP, \$20,000 from the Town of Lake Park),
- (3) permitting (\$50,000 - \$25,000 from DEP and \$25,000 from the Town of Lake Park), and
- (4) RFP preparation for the project (\$50,000 - \$25,000 from DEP and \$25,000 from the Town of Lake Park).

Professional Services: *What services will be subcontracted?*

All professional services completed under this phase of the project will be subcontracted

Construction & Demolition: *What is being constructed, rehabilitated, expanded, etc?* N/A

Land: *What size is the property? What is its use?*

The property consists of approximately 0.7 mile of 60' wide, publicly owned right – of – way .

Equipment: *What equipment will be purchased? Equipment is \$1,000 or more per unit cost.*

No equipment will be purchased with funds from this project.

Other: *List the service or category of expenditure. What are the funds for?* N/A

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.

Provided above

Total Budget by Task: *This should correspond with the tasks/activities identified and described above.*

Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Topographic & Geotechnical Surveys	\$30,000	\$30,000	Stormwater Utility
2	Engineering Design & Estimates	\$20,000	\$20,000	Stormwater Utility
3	Permitting	\$25,000	\$25,000	Stormwater Utility
4	Bid Specifications & Construction Documents	\$25,000	\$25,000	Stormwater Utility
Total:		\$100,000.00	\$100,000.00	
Project Total:		\$200,000		

Measures of Success: *Identify factors that can be used to evaluate project performance/outcomes to support project success. Include appropriate timelines for conducting such reviews.*

Task 1 – Topographic Surveys and Geotechnical reports will be presented to the Town of Lake Park – due 12/30/08

Task 2 – Completed Engineering Designs and Project Estimates will be presented to the Town of Lake Park – due 7/15/09

Task 3 – A checklist of required permits and authorizations will be provided to the municipality by 12/1/08. Permit applications will be submitted to appropriate entities (local, County, State, Federal) to undertake the project, copies of each application will be provided to the municipality for the record; permits and approvals will be submitted to the municipality as they are received by the engineer. – due 10/1/09

Task 4 – Approved bid specifications and construction documents, ready for distribution will be delivered to the Town of Lake Park on or before 11/28/09

Note that any changes to the Grant Work Plan Project Budget (of more than 10% in any line item), scope of work, or timelines shall require Department approval and amendment to the grant agreement.

ATTACHMENT B
Disbursement Request Package
 Legislative Projects (LP) Grants

1. Grantee/Recipient TOWN OF LAKE PARK
2. Project Number LP8935 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial Final
5. Federal Employer Identification Number _____
6. Mail EFT Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

- | | |
|--|-------------|
| 1. Professional Services (attach invoices) | \$ _____ |
| 2. Construction and Demolition (attach invoices) | _____ |
| 3. Equipment (attach invoices) | _____ |
| 4. Land (attach invoices) | _____ |
| 5. Other (list - must be specified in agreement) | _____ |
| _____ | _____ |
| _____ | _____ |
| 6. Total cumulative to date | \$ _____ |
| 7. Disbursements previously requested | \$(_____) |
| 8. Amount requested for disbursement (line 6 minus line 7) | \$ _____ |

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

Requests for Invoices not yet Paid:

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment – Interest Earned (after initial advance)

***If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.**

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Florida Department of Environmental Protection
 Bureau of Water Facilities Funding MS 3505
 2600 Blair Stone Road
 Tallahassee, Florida 32399-2400

**Grant Manager's Certification
of Disbursement Request**

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement;
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records;
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. All funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department or are identified and attached hereto.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C
PROGRESS REPORT FORM

DEP Agreement No.:	LP8935		
Grantee Name:	TOWN OF LAKE PARK		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1772C - Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$100,000	140047-09

Total Award					\$100,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT E
ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM
WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director
 Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.
 Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later than** _____.

Initial advance funding disbursed _____		\$ _____
1. Advanced funds principle expended or returned by contractor covering period of _____ to _____		\$ _____
2. Balance advance funding principle available		\$ _____
3. Interest earned on advanced funds covering period of _____ to _____		\$ _____
4. Amount of interest paid to DEP as of _____		\$ _____
5. Interest balance due to DEP as of _____		\$ _____

 (Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (Identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: **Approve Request** **Deny Request**

By: _____ Date: _____
 Type Name of Signatory: _____

Title: _____ Bureau: _____ Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

STATE FINANCIAL ASSISTANCE AGREEMENT
TOWN OF LAKE PARK
DEP AGREEMENT NO. LP8935

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1772C OF THE 2008 - 2009 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the TOWN OF LAKE PARK, whose address is 535 Park Avenue, Lake Park, Florida, 33403 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Lake Park Stormwater Improvements – Lake Shore Drive project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than November 30, 2009, inclusive.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$100,000 toward the total project cost estimate of \$200,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$100,000 toward the project described in Attachment A.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as Attachment B). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
 - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.
 - (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Grantee is required to make such payments.

9. A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposed of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in this Agreement to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall use the guidance provided under OMB Circular A-133, Subpart B, Section ____,210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358

Fax: 850-245-8411
Email: thomas.e.williams@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Virginia Martin
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Phone: 561-840-0160
Fax: 561-881-3314
Email: vmartin@lakeparkflorida.gov

16. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (**Attachment E**) and the Advance Payment Justification Form (**Attachment F**) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

20. The purchase of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
22.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF LAKE PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: W. Davis
Town Manager

By: _____
Deputy Director
Division of Water Resource Management

Date: 7/27/08

Date: _____

Tommy Williams, DEP Grant Manager

FEID No.: _____

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Disbursement Request Package (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Advance Payment – Interest Earned Memorandum (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Advance Payment Justification Form (3 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN
[Local Government]
LP6**

Project Title: Lake Park Stormwater Improvements - Lake Shore Drive

Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.*

This project is located East of US Highway 1, just west of the Intracoastal Waterway/Lake Worth Lagoon in Lake Park, Palm Beach County, Florida. The Hydrologic Class is III. (Lake Worth Lagoon Plan 12/2007). The limits of the project are from US Highway 1 to the north, to Lake Park Harbor Marina to the south. The project length is approximately 0.7 miles.

Project Background: *Provide a summary of the site/project area and the justification supporting the need for the Florida Department of Environmental Protection to fund the proposed project.*

The Intracoastal Waterway and Lake Worth Lagoon are State resources of significant environmental and economic importance and concern. This project addresses the safety and welfare of all residents by minimizing flooding during weather events, and also provides stormwater run-off pre-treatment to minimize silt and pollutant discharge into the Lake Worth Lagoon and Intracoastal Waterway.

Lake Worth Lagoon is on the list of South Florida Water Management District priorities. According to the Drainage Master Plan developed for Lake Park by Barker, Osha & Anderson, Inc., this project area includes drainage basins 1-6, which lie east of US Highway # 1, and west of the Intracoastal. The existing centerline of pavement elevations varies from 3.88 to 5.30 Mean Sea Level (MSL), while the existing inlet grade elevations vary from 2.75 to 3.00 MSL. There are 6 existing outfalls that serve this area, varying in size from 12" to 60" in diameter. The average high tides experienced in this area are approximately 2.25 MSL while the "spring and fall" tides vary from 3.50 to 3.75 MSL. The existing grassed swales are deteriorated and provide very little percolation. During extreme high tides, and also during the average high tides with a design storm event, there is severe flooding in these drainage basins. The southwest corner of the intersection of Jasmine Drive and Lake Shore Drive is not currently served by the drainage system.

Project Objectives: *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- Objective 1: Surveying and drainage analysis of existing conditions;
- Objective 2: Engineering & project design;
- Objective 3: Project permitting and approval;
- Objective 4: Approved Bid Specifications and Construction Documents prepared.

Project Description: *Provide a detailed description of the work to be performed for the project. Include maps, drawings etc. to support project activities. Project descriptions should include a specific list of tasks/activities for accomplishing the project.*

The work to be performed in this project includes the surveying, geotechnical analysis, drainage analysis, roadway design, drainage design, permitting for the construction related activity, securing sufficient funding to carry out the project, and preparing the construction specifications and bid packages to improve the drainage discharge run-off quality and raise the roadway elevation along Lake Shore Drive.

The project designed as a result of this initial funding is intended to raise the roadway elevation by up to 1.0 foot. The proposed roadway typical section will include sidewalks and bike paths on both sides of the roadway, a multi-use path will be provided on the east side of the roadway, which will tie into the multi-use paths in Lake Shore Park. The sidewalk elevations will be raised in accordance with the roadway improvements, which should improve the quality of life for Lake Park residents because historically, this corridor floods during a normal rain event. All existing driveway and cross street connections will be modified to meet the new roadway elevation..

Drainage will be routed to proposed exfiltration trenches in the adjacent parks (Lake Shore and Kelsey) which are located both east and west of Lake Shore Drive approximately midway along the project corridor. Drainage improvements will be accomplished using a series of new inlets, storm sewer, and pump stations. The current outfall to the Intracoastal will be maintained, however, improvements to the outfalls will include elimination of direct discharge, and installation of flap gates to minimize incidents of tidal water backing up into the drainage system. Roadside swales will be reworked to add more granular material to assist with percolation along the entire coordinator.

A specific list of tasks for completion under this funding package include:

1. Surveys & Geotechnical Analysis
2. Engineering Design & Estimates
3. Permitting – Local, County, State, Federal
4. Approved Bid and Construction Documents are prepared

Project Milestones/Deliverables/Outputs: Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Survey/Geotechnical Analysis	10/15/08	11/30/08	Topographic & geotech survey reports	12/31/08
2	Engineering Design & Estimates	12/15/08	6/15/09	Design Documents and Construction Plans	7/15/09
3	Permitting	2/1/09	9/15/09	Permit Applications filed-Local, County, State, Federal	10/1/09
4	Approved Bid & Construction Documents prepared	10/1/09	10/31/09	Approved RFPs Ready for Release	11/28/09

Project Budget: Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	\$100,000	\$100,000	Town of Lake Park Storm Water Utility
Construction & Demolition:			
Land:			
Equipment:			
Other (list):			
Other (list):			
Total:	\$100,000	\$100,000	
Total Project Cost:			\$200,000
100% Match Required:	\$100,000	Amount of Match:	\$100,000

Project Budget Narrative: *Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match.*

Calvin Giordano & Associates, Inc. have provided an estimate of \$200,000 to complete this phase of the project which entails performing the following tasks:

- (1) the required surveys (\$60,000 - \$30,000 from DEP, \$30,000 from the Town of Lake Park),
- (2) design and engineering (\$40,000 - \$20,000 from DEP, \$20,000 from the Town of Lake Park),
- (3) permitting (\$50,000 - \$25,000 from DEP and \$25,000 from the Town of Lake Park), and
- (4) RFP preparation for the project (\$50,000 - \$25,000 from DEP and \$25,000 from the Town of Lake Park).

Professional Services: *What services will be subcontracted?*

All professional services completed under this phase of the project will be subcontracted

Construction & Demolition: *What is being constructed, rehabilitated, expanded, etc? N/A*

Land: *What size is the property? What is its use?*

The property consists of approximately 0.7 mile of 60' wide, publicly owned right – of – way .

Equipment: *What equipment will be purchased? Equipment is \$1,000 or more per unit cost.*

No equipment will be purchased with funds from this project.

Other: *List the service or category of expenditure. What are the funds for? N/A*

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.

Provided above

Total Budget by Task: *This should correspond with the tasks/activities identified and described above.*

Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Topographic & Geotechnical Surveys	\$30,000	\$30,000	Stormwater Utility
2	Engineering Design & Estimates	\$20,000	\$20,000	Stormwater Utility
3	Permitting	\$25,000	\$25,000	Stormwater Utility
4	Bid Specifications & Construction Documents	\$25,000	\$25,000	Stormwater Utility
Total:		\$100,000.00	\$100,000.00	
Project Total:		\$200,000		

Measures of Success: *Identify factors that can be used to evaluate project performance/outcomes to support project success. Include appropriate timelines for conducting such reviews.*

Task 1 – Topographic Surveys and Geotechnical reports will be presented to the Town of Lake Park – due 12/30/08

Task 2 – Completed Engineering Designs and Project Estimates will be presented to the Town of Lake Park – due 7/15/09

Task 3 – A checklist of required permits and authorizations will be provided to the municipality by 12/1/08. Permit applications will be submitted to appropriate entities (local, County, State, Federal) to undertake the project, copies of each application will be provided to the municipality for the record; permits and approvals will be submitted to the municipality as they are received by the engineer. – due 10/1/09

Task 4 – Approved bid specifications and construction documents, ready for distribution will be delivered to the Town of Lake Park on or before 11/28/09

Note that any changes to the Grant Work Plan Project Budget (of more than 10% in any line item), scope of work, or timelines shall require Department approval and amendment to the grant agreement.

ATTACHMENT B
Disbursement Request Package
 Legislative Projects (LP) Grants

1. Grantee/Recipient TOWN OF LAKE PARK
2. Project Number LP8935 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial Final
5. Federal Employer Identification Number _____
6. Mail EFT Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

- | | | |
|--|-----|--|
| 1. Professional Services (attach invoices) | \$ | |
| 2. Construction and Demolition (attach invoices) | | |
| 3. Equipment (attach invoices) | | |
| 4. Land (attach invoices) | | |
| 5. Other (list - must be specified in agreement) | | |
| | | |
| 6. Total cumulative to date | \$ | |
| 7. Disbursements previously requested | \$(| |
| 8. Amount requested for disbursement (line 6 minus line 7) | \$ | |

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

Requests for Invoices not yet Paid:

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment – Interest Earned (after initial advance)

***If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.**

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Florida Department of Environmental Protection
Bureau of Water Facilities Funding MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

**Grant Manager's Certification
of Disbursement Request**

I, _____ ,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement;
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records;
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. All funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department or are identified and attached hereto.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C
PROGRESS REPORT FORM

DEP Agreement No.:	LP8935		
Grantee Name:	TOWN OF LAKE PARK		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1772C - Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$100,000	140047-09
Total Award					\$100,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT E
 ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM
 WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST**

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director
 Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.
 Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the unused portion of the advanced funds and/or interest due, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records no later than _____.

Initial advance funding disbursed _____	\$ _____
1. Advanced funds principle expended or returned by contractor covering period of _____ to _____	\$ _____
2. Balance advance funding principle available	\$ _____
3. Interest earned on advanced funds covering period of _____ to _____	\$ _____
4. Amount of interest paid to DEP as of _____	\$ _____
5. Interest balance due to DEP as of _____	\$ _____

 (Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: **Approve Request** **Deny Request**

By: _____ Date: _____
 Type Name of Signatory: _____

Title: _____ Bureau: _____ Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

TAB 2

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 2*

- | | |
|--|---|
| <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"/> APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> OTHER | |

SUBJECT: Janitorial Services Contract Award to Sparkle Team for cleaning services at the Lake Park Library

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *M. J. Lewis* Date: *7/31/08*

Abu Canady
Abu Canady, Public Works Director

7/29/08
Date of Actual Submittal

Originating Department: Public Works	Costs: \$15,108.00 Funding Source: FY 09 Acct. # 408-34000	Attachments: Contractor's Proposals and Bid Tabulation Sheet
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 checked="" 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: The attached is a proposal from Sparkle Team, a janitorial cleaning service. Four (4) bids were solicited to provide nightly cleaning services at the Lake Park Library. Sparkle was the lowest responsible bidder at \$15,108 for a 12 - month service contract. Public Works Staff have worked with the contractor over the past

year and has been pleased with the services provided. Staff recommends approval of the contract award to Sparkle Team.

TELEPHONE BID
TOWN OF LAKE PARK, FLORIDA

Date _____ Awarded to Sparkle Team

Requisition # _____

Item	Units	Description	Unit	Total
1.				
2.				
3.				
4.				
5.				

4th Street - Post Street
 300-9317

6. ACSI - 585-2299

7. #6000-P. Beh. City Cleaning Serv. 439-6258 ^{2:00 7/14} Lim. telephone
will call when ^{7/14}

8. Fresh Blank Bldg 510-2222 will call when ^{7/14}

9. #1335 - they can come out pe. call him ^{7/14} 10:30
back ^{7/14}

Bid of <u>Sparkle Team</u>	Bid of <u>Clean Air Cleaning</u>
1. <u>Delia 6. 561-988-6119</u>	1. <u>697-9378</u>
2. <u>#1259.007. see attached</u>	2. <u>left message 6/5/08</u>
3. <u>561-858-2727 Ed</u>	3. _____ 8. _____
4. <u>561-988-1788 (fox)</u>	4. _____ 9. _____
5. _____ 10. _____	5. _____ 10. _____

Bid of <u>Dust Full Down 561-336-6959</u>	Bid of <u>Test + Tidy Cleaning</u>
1. <u>left message 6/5/08</u> ^{1/10}	1. <u>nick 6. 630-4736</u>
2. <u>Mon. after 10:00</u>	2. <u>1:00 6/5/08</u>
3. <u>NO DROW</u>	3. <u>rescheduling 6/24/08</u>
4. _____ 9. _____	4. _____ 9. _____
5. _____ 10. _____	5. _____ 10. _____

Darlene + Dunes Services
579-7741 OR 234-8713
6/18/08 2:00
Attached

YOUR FUTURE LOOKS BRIGHT WITH SPARKLETEAM





Monday, June 09, 2008

Kim Alexander
Town of Lake Park Public Library

Dear Kim Alexander,

Thank you for the opportunity to present SparkleTeam's proposal for the commercial cleaning of Town of Lake Park Public Library. This proposal will remain valid for sixty days from today's date, or as indicated in the attachment(s), whichever is less.

SparkleTeam takes pride in our customized approach. First, SparkleTeam Operations trains and works closely with the designated team assigned to work each facility. Second, SparkleTeam crews work with the most advanced microfiber cleaning materials and tools in the industry, including mops, cloths, and dusting wands. Microfiber's unique construction collects and holds dust, dirt, and allergens better than traditional cleaning methods, and has been shown to reduce bacteria levels by as much as 99%. Third, green seal certified chemicals are used by SparkleTeam members, to comply and support increasing environmental concerns and standards. This protects both the cleaning team and the tenants of Town of Lake Park Public Library.

Strengthening the cleaning program described above, SparkleTeam Customer Service contacts tenants every 2-3 weeks, to inquire how we are performing. In addition, Operations Management walks-through each building several times per month, meets with Property Management periodically, and visits the tenants monthly. Please note, this is done provided Property Management is in full agreement.

It is SparkleTeam's goal to reduce and eliminate Property Management's concerns regarding cleaning. Upon review of our proposal, you should be confident that SparkleTeam will deliver to Town of Lake Park Public Library a new standard of service.

We thank you for the opportunity and look forward to a long and beneficial relationship.

Sincerely,

A handwritten signature in cursive script that reads 'Ed Arnold'.

Ed Arnold

Attachments

Confidential & Proprietary to Town of Lake Park Public Library

SparkleTeam 7805 NW Beacon Square Blvd, Suite 205, Boca Raton FL 33487 **Phone:** 561.988.6119 **fax:** 561.988.1788 www.sparkleteam.com

CRM/Quote/PartA/012308/Arnold



Commercial Cleaning Proposal

Presented to:

Town of Lake Park Public Library

Prepared By:

SparkleTeam
June 09, 2008

SPARKLETEAM CUSTOMIZED CLEANING PROGRAM

TRAINING

Every SparkleTeam member is trained for the specific account they service. Realistically, every building has a life of its own, and each tenant has specific requirements. It is our objective to address the unique cleaning needs of each facility SparkleTeam services.

As a result, SparkleTeam's training consists of three parts. First is the reviewing of a DVD training program, which includes *Microfiber* cleaning, cleaning with *Green Seal Certified Products*, cleaning of buildings, and restrooms. Next, each Service Provider spends time studying the SparkleTeam Training Manual, in which every step of the cleaning process is reviewed, including the specific cleaning tools, and specific OSHA requirements. Following, we do on the job training, culminating in the application of the learned cleaning techniques. This is where the cleaning is customized per building and per suite, to ensure we are addressing specific requirements.

Different than most cleaning companies, SparkleTeam Service Providers/Crew Leaders are actual partners, with a vested financial interest in the satisfaction of our clients, and in the success of their team. We believe that the practice of working with professional and motivated Service Providers is our greatest strength and advantage.

At SparkleTeam, we believe that incentives strengthen the desire to work harder and act responsibly, while providing a strong sense of satisfaction of providing services. This unique model is a key tool SparkleTeam utilizes to overcome the widespread problems associated with traditional janitorial companies, to include:

- Lack of motivation of crews to perform quality janitorial service.
- Inconsistent service and poor training.
- Cancellation of accounts due to poor quality.

QUALITY CONTROL

Prior to the Start of Service:

- An Operations Manager will be assigned to your account, who will create a customized cleaning, and maintenance program for your account, prior to the start of service. This is created as a result of an in-depth walk-through of the facility, to include tenants, done by the Operations Manager and the Service Provider. We believe that we can obtain a road map from each tenant key contact, which will provide us with their specific cleaning requirements. This information is invaluable to the cleaning crew.

At the Start of Service:

- Operations works closely with the Service Provider and team to ensure all cleaning requirements are met during the evening cleaning. This continues until the team becomes intimately familiar with the facility.



- Operations Director performs walk-through inspections during the day, and checks with Property Management and tenants as appropriate.

Ongoing Cleaning/Maintenance:

- Operations Manager continues to perform building walk-throughs 2-3 times per month, checking all common areas.
- Operations Manager visits with each key tenant contact once per month, and walks through each suite, to ensure cleaning is satisfactory.
- Customer Service calls each tenant every month, in-between Operations visits, to ensure SparkleTeam is addressing their cleaning requirements.
- All customer contact, whether in-person or via telephone, in-bound or out-bound is recorded in SparkleTeam's Customer Software Program. This enables us to develop a history per account, and down to the tenant level, to ensure we can monitor performance and maintenance.

Please note that the Ongoing Cleaning/Maintenance can be modified, depending on Property Management's request.

CHEMICAL USAGE – WHY GREEN SEALED CERTIFIED PRODUCTS?

MICROFIBER CLEANING TOOLS – WHAT DO THEY HAVE TO DO WITH THE ENVIRONMENT?

SparkleTeam utilizes Butchers Green Seal Certified Products, which meet Green Seal's environmental standard for industrial and institutional cleaners, based on their reduced human and aquatic toxicity and reduced smog production potential. This means that the work environment is clean and free of toxins.

SparkleTeam also utilizes microfiber cleaning tools, which clean faster, better, and safer than traditional mops, cloths, and dusters. Microfiber collects and holds dust, dirt, and allergens better than traditional cleaning methods and microfiber has been shown to reduce bacteria levels by as much as 99%.

In summary, your facility will be cleaned with advanced cleaning technologies to include green chemicals and microfiber tools which are better for the work environment, the employees and visitors to the building, and those doing the actual cleaning! It's a win-win situation!

We look forward to the opportunity to work with you, earn your business and confidence, and become your trusted service partner.



SPARKLETEAM GENERAL INFORMATION

Communications

Phones: Operations Managers and Customer Service Representatives are equipped with mobile phones, so they may be reached 24 X 7.

Customer Service Department: Representatives may be reached during regular business hours at 561 988 5410.

Email: CustomerService@SparkleTeam.com can be used to contact Operations and Customer Service

Log Book: A log book will be provided to you to facilitate regular communication with your service providers.

Monthly Tenant Feedback/Site Visits: Primary contact of tenant office will be visited monthly, to request feedback and observations on the cleaning.

Hours of Operation

Cleaning is normally performed after business hours (6 PM) and on weekends. However, if necessary, arrangements can be made for alternate cleaning services.

Porter Service is offered during business hours, Monday through Friday.

Any special or initial cleanings will take place on weekends due to the length of time involved.

Insurance

SparkleTeam is insured by a \$1,000,000 occurrence/\$2,000,000 aggregate commercial liability and all Service Providers carry a janitorial bond of \$25,000. SparkleTeam's certificate of liability insurance is attached.



Service Schedule / Scope of Work

Complete Interior Service (5 Times per Week)

Areas of Service

The areas to be serviced under this agreement will include all general office areas, public areas, restrooms, elevators and stairwells.

A. ENTRANCES, ELEVATOR, LOBBIES, CORRIDORS, AND STAIRWELLS

Daily Services: 5 Days per week

1. Vacuum carpets
2. Remove spots from carpet that can be removed with standard spotting procedures
3. Sweep all hard surface floors with chemically treated dust mops
4. Clean and sanitize drinking fountains
5. Spot clean metal door frames and door tracks
6. Remove fingerprints from elevator doors and polish surface top to bottom
7. Clean elevator flooring and door tracks
8. Clean all open stairwell surfaces daily
9. Clean all entrance door glass on both sides and polish frames
10. Dust all ledges within reach
11. Vacuum entrance mats
12. Remove all trash collected and place into building receptacle
13. Replace liners
14. Monitor walkways to building entrances

Weekly Service:

1. Dust all picture frames, charts, graphs and similar wall hangings
2. Remove fingerprints from walls
3. Systematically clean all elevator tracks

Monthly Service:

1. High dusting
2. Dust all ceiling vents
3. Dust all blinds

B. WASHROOMS

Daily Services: 5 Days per week

1. Clean and disinfect all basins, urinals and toilet bowls nightly, using germicidal cleaners to remove stains and clean underside rim on urinals and bowls

*Confidential & Proprietary to Town of Lake Park Public Library
Page 6 of 15*



2. Clean and polish all mirrors, dispensers and trim
3. Wash and sanitize toilet seats and sanitary napkin receptacles
4. Fill toilet tissue, towels, soap and sanitary napkin dispensers with designated materials
5. Wet mop floors with disinfectant cleaner
6. Gather all waste paper and place for disposal
7. Report any fixture malfunctions in logbook

Weekly Service:

1. Hand wash walls and stall partitions
2. Flush floor drains
3. Dust partitions and wall surfaces

Monthly Service:

1. Dust ceiling vents and ventilating grills
2. Wash partitions, walls and doors

C. KITCHEN/LUNCH ROOM

Daily Services: 5 Days per week

1. Dispose of all trash and replace liners
2. Wipe down countertops and tables
3. Clean and disinfect all sinks
4. Sweep floors
5. Wet mop floors with disinfectant cleaner
6. Wipe exterior of refrigerator and microwave

Weekly Service:

1. Wipe walls as necessary

Monthly Service:

1. Dust ceiling vents and ventilating grills

D. GENERAL OFFICE AREAS

Daily Services: 5 Days per week

1. Gather all waste paper and place for disposal
1. Sweep all hard surface floors with chemically treated dust mop
2. Dust desks, chairs, tables and all other furniture
3. Vacuum carpets
4. Dust counters, file cabinets and table tops
5. Properly arrange furniture in areas
6. Remove fingerprints from doors and partition glass



7. Clean and sanitize drinking fountains
8. Desk tops will be cleaned only if all paper work is stacked in one place
9. Remove spots from carpet that will come out with carpet spotter
10. Work behind closed and locked doors
11. Program alarms and lock all doors

Weekly Service:

1. Remove fingerprints from woodwork and doorframes
2. Dust all ledges and other flat surfaces within reach

Monthly Service:

1. Spot clean walls and partitions for smudges
2. Dust high partitions and moldings
3. Dust or vacuum air grills and vents
4. Dust all blinds
5. Clean all door kick plates
6. Dust window ledges



Special Requests

(none)



Recommended Services

We think the proposal presented here is quite comprehensive. However, should you have additional questions or ideas, we would be pleased to review them with you.



SPARKLETEAM TOILETRIES PRICE LIST (EFFECTIVE MAY 2008)

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>COST</u>
<u>HAND SOAP</u>		
REN02530-4 Honey Almond Liquid Soap	4/1 Gallon	\$51.63
REN02484 Pink Lotion Hand Soap	12/800ml	\$47.09
TCC 401311-1 One Shot Lotion Hand Soap	4/800ml	\$48.96
REN02534 Pink Foam ThruCounter Soap	2/1500ML	\$58.82
<u>TOILET TISSUE</u>		
KCC04460 Scott 605 2 Ply Toilet Tissue	Case (80)	\$88.29
REN06125 Ecosoft* 2 Ply Toilet Tissue-opt*	Case (36)	\$79.33
REN06127 Premium 2 Ply Toilet Tissue-opt	Case (36)	\$81.83
REN06104 Ecosoft* 500 2 Ply Toilet Tissue*	Case (96)	\$64.55
REN06101 Ecosoft* 9" 2 Ply Jumbo Toilet Tissue*	Case (12)	\$66.85
<u>CONTROLLED ROLL TOWELS</u>		
REN06131 Ecosoft White Roll 800 ft.*	Case (6)	\$68.65
REN06146 Ecosoft Premium Roll 800 ft.*		
REN06138 Premium White Roll 630 ft.	Case (6)	\$77.58
<u>MULTIFOLD TOWELS</u>		
REN06143 Premium MF Towel White (20/200)*	Case (20)	\$33.39
1970 Kleenex Scottfold Towels White (20/175)	Case (20)	\$49.77
1804 Scott Multifold Towels White (16/250)	Case (16)	\$44.89
<u>HYGIENE/DEODORANTS</u>		
REN3800 Seat Covers - 1/2 fold (20/250)	Case (20)	\$65.25
HOSHS6141 Wax Liner Bags	Case (250)	\$27.27
REN03027 Urinal Screens NP Blks (30 day)	Case (12)	\$27.81
REN03580 Comfresh Air Neutralizer	Each (1)	\$17.73
GOJ5392-02 Purell TFX Foam Sanitizer (1200ml)	Case (2)	\$105.80
GOJ2156-08 Purell NXT Gel Sanitizer (1000ml)	Case (8)	\$123.41
<u>LINERS</u>		
REN11506 HD Liner 6 Mic -24X33-Black	Case (20/25)	\$43.38
REN11510 HD Liner 8 Mic -24X33-Clear	Case (20/25)	\$56.23
REN12511 HD Liner 8 Mic -30X37-Clear	Case (20/25)	\$41.85
REN14540 HD Liner 14 Mic-40x45-Clear	Case (250)	\$66.94
REN 16010 HD Liner 17 Mic-38X60-Clear	Case (8/25)	\$62.46
REN16025TP HD Liner 22 Mic-38x60-Black	Case (150)	\$60.75
<u>DISPENSERS</u>		
REN03576 Comfresh Dispenser Chrome	Each (1)	\$25.92
GOJ2720-12 Purell TFX Touchfree Foam Disp.	Each (1)	\$44.28
GOJ2120-06 Purell NXT Space Saver Dispenser	Each (1)	\$17.17

*Green Seal Certified



**NO SERVICE WILL BE OFFERED ON
THE FOLLOWING PUBLIC HOLIDAYS:**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day



SparkleTeam References

Vanessa Caceres
CB Richard Ellis
1801 N Military Trail, Boca Raton
561 361 4403

Vanessa.caceres@cbre.com

Property Description: Class A Building, 60,000 square feet, and garage. Evening Cleaning and Daily Porter Service provided.. Special floor work includes machine scrub of restroom floors and carpet extraction.

Karin Meier
S&F3 Management Company
7777 Glades Road, Boca Raton
561 479 0200

Karin.Meier@freg.com

Property Description: Four Class A Buildings, 150,000 square feet. Evening Cleaning provided. Special work includes machine scrub of restroom floors and carpet extraction.

Marlene Torres
Stoltz Realty
301 Yamato Road Boca Raton, FL 33431
MTorres@stoltzcompanies.com

Property Description: Two buildings serviced, comprising over 300,000 square feet. Evening Cleaning and Daily Porter Service provided in both buildings. Special floor work includes machine scrubbing of lobby and restroom floors.

Other properties serviced by SparkleTeam include:

- Butters Realty (Boynton Beach/Sawgrass)
- C&S Premier Properties (Boca Raton)
- Commercial Florida (Boca Raton)
- Denholtz Associates (West Palm Beach)
- Konover South (Deerfield Beach)
- Jackson Browne (Delray Beach)
- Midgard Management (Boca Raton/Pembroke Pines)
- Peabey Associates (Palm Beach)
- Retail Property Group (West Palm Beach)
- Sansone Group (Delray Beach/Coral Springs)
- Strategic Realty Services (West Palm Beach)
- Syndicon Properties (Coral Springs/Wellington)
- Walters Gottlieb Partners (West Palm Beach)



ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE: 1/9/2008

Wells Fargo Ins of Boca Raton
2255 Glades Road Suite 444W
Boca Raton, FL 33431
5612266170

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER: Hartford Casualty Insurance Co NAIC# 29424

ST Franchising Systems LLC
dba SparkleTeam
301 NE 51st Street # 2190
Boca Raton, FL 33431

COVERAGES

THE POLICIES OR POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY OTHER POLICY OR POLICIES AFFORDED BY THE POLICIES LISTED ABOVE, THIS IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

COVERAGE	DESCRIPTION	INSURANCE	START DATE	END DATE	AMOUNT
A X	21 SBM UF6168	10/24/07	10/24/08	2,000,000	300,000
				10,000	Excluded
				4,000,000	4,000,000
X	21 SBM UF6168	10/24/07	10/24/08	2,000,000	
X	21 SBM UF6168	10/24/07	10/24/08	1,000,000	1,000,000
X	21 SBM UF6168	10/24/07	10/24/08	1,000,000	1,000,000
				10,000	
A	21 WEC I0668	01/10/08	01/10/09	1,000,000	1,000,000
				1,000,000	1,000,000

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS OF THE POLICY. THE POLICY MAY BE CANCELLED BY THE INSURER FOR NON-PAYMENT OF PREMIUM FOR 10 DAYS AFTER NOTICE TO THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER SHALL BE RESPONSIBLE FOR THE OBLIGATION OF PAYMENT OF PREMIUMS FROM THE DATE OF CANCELLATION UNTIL THE PREMIUMS ARE PAID IN FULL.

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



Service Schedule / Scope of Work

Complete Interior Service (5 Times per Week)

Areas of Service

The areas to be serviced under this agreement will include all general office areas, public areas, restrooms, elevators and stairwells.

A. ENTRANCES, ELEVATOR, LOBBIES, CORRIDORS, AND STAIRWELLS

Daily Services: 5 Days per week

1. Vacuum carpets
2. Remove spots from carpet that can be removed with standard spotting procedures
3. Sweep all hard surface floors with chemically treated dust mops
4. Clean and sanitize drinking fountains
5. Spot clean metal door frames and door tracks
6. Remove fingerprints from elevator doors and polish surface top to bottom
7. Clean elevator flooring and door tracks
8. Clean all open stairwell surfaces daily
9. Clean all entrance door glass on both sides and polish frames
10. Dust all ledges within reach
11. Vacuum entrance mats
12. Remove all trash collected and place into building receptacle
13. Replace liners
14. Monitor walkways to building entrances

Weekly Service:

1. Dust all picture frames, charts, graphs and similar wall hangings
2. Remove fingerprints from walls
3. Systematically clean all elevator tracks

Monthly Service:

1. High dusting
2. Dust all ceiling vents
3. Dust all blinds

B. WASHROOMS

Daily Services: 5 Days per week

1. Clean and disinfect all basins, urinals and toilet bowls nightly, using germicidal cleaners to remove stains and clean underside rim on urinals and bowls

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Page 6 of 15



2. Clean and polish all mirrors, dispensers and trim
3. Wash and sanitize toilet seats and sanitary napkin receptacles
4. Fill toilet tissue, towels, soap and sanitary napkin dispensers with designated materials
5. Wet mop floors with disinfectant cleaner
6. Gather all waste paper and place for disposal
7. Report any fixture malfunctions in logbook

Weekly Service:

1. Hand wash walls and stall partitions
2. Flush floor drains
3. Dust partitions and wall surfaces

Monthly Service:

1. Dust ceiling vents and ventilating grills
2. Wash partitions, walls and doors

C. KITCHEN/LUNCH ROOM

Daily Services: 5 Days per week

1. Dispose of all trash and replace liners
2. Wipe down countertops and tables
3. Clean and disinfect all sinks
4. Sweep floors
5. Wet mop floors with disinfectant cleaner
6. Wipe exterior of refrigerator and microwave

Weekly Service:

1. Wipe walls as necessary

Monthly Service:

1. Dust ceiling vents and ventilating grills

D. GENERAL OFFICE AREAS

Daily Services: 5 Days per week

1. Gather all waste paper and place for disposal
1. Sweep all hard surface floors with chemically treated dust mop
2. Dust desks, chairs, tables and all other furniture
3. Vacuum carpets
4. Dust counters, file cabinets and table tops
5. Properly arrange furniture in areas
6. Remove fingerprints from doors and partition glass



7. Clean and sanitize drinking fountains
8. Desk tops will be cleaned only if all paper work is stacked in one place
9. Remove spots from carpet that will come out with carpet spotter
10. Work behind closed and locked doors
11. Program alarms and lock all doors

Weekly Service:

1. Remove fingerprints from woodwork and doorframes
2. Dust all ledges and other flat surfaces within reach

Monthly Service:

1. Spot clean walls and partitions for smudges
2. Dust high partitions and moldings
3. Dust or vacuum air grills and vents
4. Dust all blinds
5. Clean all door kick plates
6. Dust window ledges

Pricing Addendum

Service: Janitorial Services

Service Description: Janitorial Services 5 Times per week for the Town of Lake Park - Lake Park Public Library.

Cleaning is offered and priced per square foot, and based on the indicated frequency per week or month, for general office areas, public areas, restrooms, elevators, and stairwells. It includes all labor, chemicals, and materials to meet the regular cleaning requirements indicated in the Scope of Work/Service Schedule. Changes in cleanable square footage due to move in/out must be communicated in writing and in advance; no retroactive credit can be provided. This price excludes sales tax, unless otherwise stated.

Fee: Total monthly fee: \$1,259. (One Thousand Two Hundred Fifty-Nine Dollars). This fee is based on total Cleanable Square Footage (including any common areas) of 9,500 and is subject to any changes therein.

Service Location: 529 Park Avenue, Lake Park, FL 33403

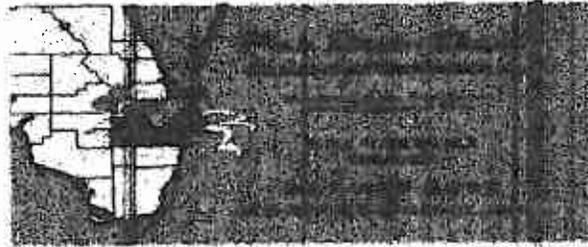
Client Approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No Client Initials→	
	<i>Kim Alexander</i>	
	<i>Town of Lake Park</i>	

*Quote ID: QUO-1775-ZXH4/Arnold
Revision ID: 0
Quote valid until: Friday, June 27, 2008*

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Pricing Addendum Page i of i

*P.A. Barty
Cleaning
Services*



Tax ID-26-1919586

Town of Lake Park Lake Park Public Library

529 Park Avenue

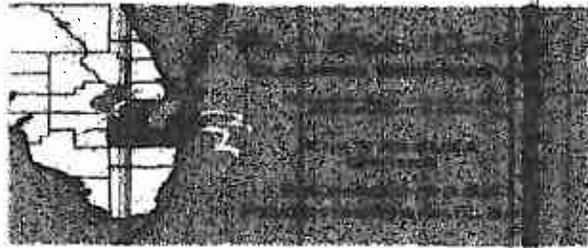
Lake Park, Florida 33404

Job Proposal

Janitorial Services 5 times per week for Lake Park Library will include the following:

- Everyday general dusting in all areas
- Cleaning entire Kitchen
- Clean computers as instructed
- Clean and sanitize telephones
- Wipe and sanitize all tables
- Empty all trash
- Spot clean walls for smudges
- Clean all glass
- Vacuum carpeted floors
- Mop floors
- Dust verticals/blinds
- Dust baseboards
- Straighten chairs and furniture
- Clean and sanitize bathrooms
- Re-stocking paper products/soaps (in bathrooms)
- Cleaning Mirrors
- Cleaning front entrance of all debris

3-4 hours per day 4 employees \$1,500.00 weekly or \$6,000.00 monthly



Additional Services upon request for an additional fee:

Cleaning Carpet

Strip and refinish with wax floors

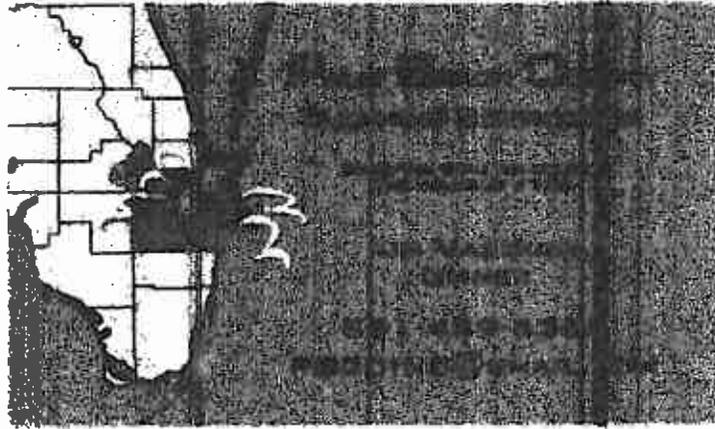
Cleaning windows

As requested per job requirement.

Any questions please contact me directly at 561-439-6258

Regards,

Kim Vazquez



FAX COVER

TO: Kim

FROM: Kim Vazquez

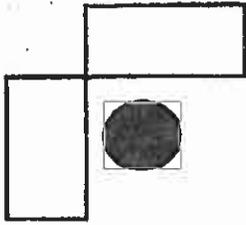
DATE: 7/15/08

FAX NO.: 561-881-3349

NO. PAGES: 3

IF YOU DO NOT RECEIVE ALL PAGES OR IF NOT CLEAR

PLEASE CALL 561-439-6258



FRESH START
Cleaning and Maintenance
Specialists
(561) 840-7760 Fax: (561) 840-7759

Included:

- Pages 1 *Mission Statement*
Pages 2-6 *Qualification Statement*
Pages 7 *Estimate*
Page 8 *Certificate of Insurance Specimen*
*(We will issue one naming you as certificate holder
if you join our growing list of satisfied customers.)*
Pages 9 *Registered Building Service Manager
Certificate and Information*

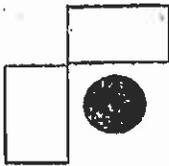
To:
Town of Lake Park
529 Park Avenue
Lake Park, FL 33403

Attention: Kim Alexander

Mission Statement

Fresh Start is a Certified Building Service Contractor through Building Service Contractors Association International in Palm Beach County. We are proud to adhere to their code of ethics for quality and performance.

Fresh Start is determined to provide our clients with a clean, sanitary and healthy work environment by implementing the most current, safe and eco-friendly cleaning solutions. Through responsive management and closely monitored staff, it is our objective to provide consistent service without difficulties and to ensure that the last contract cleaning service we provide is a long term relationship, and exceeding our clients' expectations, simply put, is our pledge.



Fresh Start

1351 S. Killian Drive – Suite 3

Lake Park, Florida 33403

Qualification Statement

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted by: Fresh Start

Type of work: Building Service Contractor

1. ORGANIZATION

1.1 Fresh Start has been in business since March of 1993.

1.2 Structure

- 1.2.1 Date of License: March 9, 1993
- 1.2.2 State of License: State of Florida
- 1.2.3 Owner's Name: Teresa L. Erwin

2. LICENSING

2.1 Fresh Start is a licensed Building Service Contractor trained to do quality janitorial and maintenance work throughout Palm Beach County.

2.2 License Number 2007-21910

3. EXPERIENCE

3.1 Listed below are categories of work done by own forces.

- A. Litter Control
- B. Commercial/Residential Cleaning - Interior and Exterior
- C. Construction Cleaning
- D. Pressure Cleaning
- E. Window Cleaning
- F. Interior Maintenance
- G. Maintenance Plans including replacing lights, A/C Filter, cleaning and paper product supplies and replacements.
- H. Complete floor maintenance & restoration (Marble, Vinyl, Wood, Technofloor etc).
- I. Carpet & Upholstery Cleaning
- J. Cleaning Equipment maintenance and repair.

3.2 Listed below are available services done by own forces and/or quality subcontractors.

- A. Painting
- B. Mat Service

3.3 Key Personnel

- A. Teresa Erwin - Sole Proprietor, duties including Office and Operations Manager.
- C. Ken Brown - Sales & Marketing Manager
- D. Rick Floto - Maintenance and Special Projects Manager
- E. John Paccha - Janitorial Team Manager
- F. Nellie Hernandez – Service Coordinator

4. REFERENCES

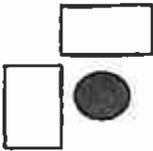
- A. Activated Polishing Materials, Inc. (561) 844-7353
1390 Killian Drive – Unit C
Lake Park, FL 33403
- B. Anesthetix Management (561) 799-3552
9000 Burma Road
Palm Beach Gardens, FL 33403
- C. Catalfamo, Eaton & Delisi, LLC (561) 296-5725
2000 PGA Blvd. – Suite 3206
Palm Beach Gardens, FL 33408
- D. Crystal Tree Property Management (561) 627-3257
1201 US One – Suite 201
North Palm Beach, FL 33408
- E. Cypress Partners (561) 744-9122
116 Intercoastal Point Drive #300
Jupiter, FL 33456
- F. Dreamstar Custom Homes (561) 799-7777
2000 PGA Blvd. – Suite 3200
Palm Beach Gardens, FL 33408
- G. E. Earl Smith (561) 582-1726
1032 N. Dixie Hwy.
Lake Worth, FL 33460
- H. EH Building Group (561) 626-6121
4227 Northlake Blvd.
Palm Beach Gardens, FL 33410
- I. Ethan Allen Furniture (561) 625-1703
11370 Legacy Avenue, Bldg 2
Palm Beach Gardens, Florida 33410

- J. EZ Com Technologies (561) 687-0511
3359 Belvedere Road – Suite O
W. Palm Beach, FL 33406
- K. Fantasma Productions (561) 832-6397
854 Conniston Road
West Palm Beach, FL 33405
- L. Florida House of Representatives (561) 540-1157
305 Lake Avenue
Lake Worth, FL 33460
- M. Frani Schmidt Insurance (561) 844-5049
Nationwide Insurance and Financial Services
700 US Hwy. One – Suite D
North Palm Beach, Florida 33408
- N. George S. Kantor, M.D., P.A. (561) 622-2546
11211 Prosperity Farms Road - Suite C-114
Palm Beach Gardens, FL 333410
- O. Glenn Schanel, CPA, PA (561) 624-2118
14243 US Hwy. #1
Juno Beach, FL 33408
- P. GMAC Mortgage (561) 792-2744
11924 Forest Hill Blvd.
Wellington, Florida 33414
- Q. Harbour Properties (561) 622-9920
11211 Prosperity Farms Road – Suite 303
Palm Beach Gardens, FL 33410
Building Serviced: 4060 PGA Blvd.
- R. Iler Planing Group (561) 626-7067
11000 Prosperity Farms Road – Suite 206
Palm Beach Gardens, FL 33410
- S. JAS Marine (561) 844-3224
1009 Newman Road
Riviera Beach, FL 33404
- T. Jennifer Carroll, P.A. (561) 478-2102
700 Village Square Crossing # 101 & 102B Units
Palm Beach Gardens, FL 33410
- U. Kitson & Partners (561) 624-4000
9055 Ibis Blvd.
W. Palm Beach, FL 33412

- V. Kensington at Royal Palm Beach (561) 422-8180
300 Crestwood Circle
Royal Palm Beach, FL 33411
- W. Miller Surveying & Mapping (561) 586-2669
1121 Lake Avenue
Lake Worth, FL 33460
- X. National Guard Armory (561) 640-2811
2901 Toxedo Avenue
West Palm Beach, FL 33405
- Y. Omnii Oral Pharmaceuticals 3M Company (561) 689-1140
1500 N. Florida Mango Road, Suite 1
West Palm Beach, FL 33409
- Z. Pipeline Utilities, Inc. (561) 842-8833
3610 Fiscal Court
Riviera Beach, FL 33404
- AA. Seabreeze Community Management Services, Inc. (561) 626-0917
8259 N. Military Trail #11
Palm Beach Gardens, FL 33410
- BB. Warren E. McCormick and Associates (561) 640-9944
901 Northpoint Parkway
West Palm Beach, FL 33407

4.2 TRADE REFERENCES

- A. South Florida Janitorial
3900 Consumer Street
Riviera Beach, Florida 33404
(561) 848-7002
- B. Lightbulbs Unlimited
4275 Okeechobee Blvd. - Store E
West Palm Beach, Florida 33409
- C. Cheney Brothers, Inc.
(561) 845-4700
- D. Hesco
6660 Santa Barbara Drive
Elkridge, MD 21075
(800) 822-7467



Fresh Start

1351 S. Killian Drive #3

Lake Park, Florida 33403

ESTIMATE

Date: July 16, 2008

Town of Lake Park Library
529 Park Avenue
Lake Park, FL 33403

Scope: Provide scope provided for all areas with green clean technology and supplies to provide clean, sanitary and pleasant environment for staff and visitors at the Lake Park Library five days per week.

Monthly fee for daily, weekly and monthly services: \$1385.00

ADDITIONAL SERVICES:

- Carpet Extraction three to six times per year: .20 cents per square foot.
- Strip and Wax all VCT flooring-two times per year: .35cents per square foot
- Machine Scrub all Ceramic tile and grout .30 cents per square foot
- Minor maintenance, pressure cleaning, in depth over and above cleaning will be charges at rate to be determined and agreed upon by both parties before service commences.

Note: Fresh Start furnishes trained, legal, licensed and bonded personnel, tools, equipment. We also supply if kept in a locked storage room for our use all trash liners, cleaning chemicals and paper goods that are delivered to your facility with a packing list for verification. This agreement is for one year from date of acceptance; however either party may terminate agreement upon 30 days written notice. Should either party be required to file suit to enforce the terms and obligations of this contract, the prevailing party shall be entitled to all reasonable attorney's fees and costs.

PLEASE SIGN BELOW IF ABOVE TERMS ARE SATISFACTORY

SIGNATURE _____ DATE _____

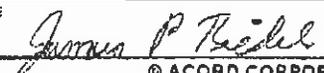
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE 07/08/2008
PRODUCER Riedel Stuke King & Fischer 3570 Consumer Street Suite 1 West Palm Beach, FL 33404 561-863-5207	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Teresa Erwin dba Fresh Start 1351 S. Killian Drive Suite #3 Lake Park, FL 33403	INSURERS AFFORDING COVERAGE	
	INSURER A	American States Insurance Company
	INSURER B	Bridgefield Employers Insurance Company
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	01CG23952660	10/15/2007	10/15/2008	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$1,000,000 MEDICAL (Any one person) \$10,000 PERSONAL & ADJUTANTS \$1,000,000 FINANCIAL AGGREGATE \$1,000,000 DEDUCTIBLE (Commercial Auto) INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per Occurrence) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Occurrence) \$ PROPERTY DAMAGE (Per Occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTOMOBILE - EA ACCIDENT \$ OTHER THAN EA ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	186-02063	10/20/2007	10/20/2008	<input checked="" type="checkbox"/> WC STATE TOCS LIMITS <input type="checkbox"/> GRI-PR EL EACH ACCIDENT \$100,000 EL DISEASE - EA EMPLOYEE \$100,000 EL DISEASE - POLICY LIMIT \$500,000
					OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER Specimen Specimen Specimen Specimen Specimen Specimen, XX 00000	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  <JR>
--	-------------------------------------	--

**RBSM:
THE
PROFESSIONAL
YOU
CAN
RELY
ON**



When searching for a building service contractor, select the company with employees you can rely on—a company like ours—a company whose employees hold the Registered Building Service Manager (RBSM) designation.

RBSMs are Building Service Professionals

They are experienced managers with the ability to successfully supervise the daily maintenance of your building. They have demonstrated a thorough knowledge of the latest cleaning technology and the most effective methods of managing people, equipment and supplies. As experts in building maintenance, RBSMs ensure that the best cleaning techniques are applied in the most effective manner—keeping your building at a peak level of appearance.

To achieve the RBSM designation, building service managers must pass a comprehensive, one-day examination and provide written documentation of their supervisory and management experience in contract cleaning. In order to maintain their designation, RBSMs must be committed to a program of continuing education through

seminars, in-house training and other programs. The Registration Program is administered by the Building Service Contractors Association International (BSCAI), a non-profit organization which is dedicated to furthering the professionalism of the industry and whose membership is comprised of building service contracting companies worldwide.

RBSMs are seasoned managers who provide the on-site supervision of your contractor's cleaning crews. As such, they maintain the standard of cleanliness and customer service you expect from a professional building service contractor. RBSMs adhere to the BSCAI Code of Ethics, which advocates professionalism and fair business practice among cleaning contractors.

Professional cleaning requires professional people. Be sure to find the professionals in your search for a quality building maintenance service. Look for the building service company staffed by Registered Building Service Managers.

BSCAI's Registration Program is strictly voluntary. That a person is not registered does not indicate that he or she is unqualified as a building service manager, only that the individual has not fulfilled the requirements for the RBSM designation or has not applied for the program. BSCAI specifically disclaims any attempt to interfere with or limit, in any way, the professional activities of anyone in the practice of building service management.



**Building Service Contractors
Association International**

10201 LEE HIGHWAY • SUITE 225
FAIRFAX, VA 22030
703-359-7090 • 800-368-3414
FAX 703-352-0493

Page 1.

DUNCO Services LLC
4801 Vilma Lane
West Palm Beach FL. 33417

Service proposal: **Town of Lake Park Public Library**
529 Park ave Lake Park FL. 33403

All service fees based on service frequency, detailed nature service required and all material and equipment needed.

Areas: Main area, office area, staff area, children's room, study room, meeting room, computer lab, hallways, wash rooms and entrances.

- | | |
|------------------------------|-------------|
| 1. Daily general cleaning: | \$120/day |
| 2. weekly extended cleaning: | \$30/week |
| 3. monthly cleaning service: | \$120/month |
| 4. in-depth cleaning/yr: | \$210/yr |

Page 2.

Carpet cleaning service:

general and spot removal: \$15/room

extraction and heavy soils: \$30/room

Page 3.

Please consider taking advantage of our number of other services to include; pressure cleaning services, debris removal, auto detailing, special event clean-up, residential cleaning and move-in and out rental property cleaning. All services available upon request at discounted rate while under contract status.

Thank You, DUNCO Services LLC



FedEx Kinko's
Office and Print Center

Fax Cover Sheet

Date 4/19/08

Number of pages 4 (including cover page)

To:

Name Kim Alexander
Company Lake Park Public Library
Telephone 861-881-3349
Fax ✓

From:

Name Arline Emmanuel
Company Quanco Services LLC
Telephone 561-572-7741

Comments all funds negotiable

7 90363 00711 1
Fax - Local Send

7 90363 00714 2
Fax - Domestic Send

7 90363 01476 8
DOMESTIC Send Addl Pages

7 90363 00720 3
Fax - International Send

fedexkinkos.com 1.800.GoFedEx 1.800.463.3339

TAB 3

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 3*

- | | |
|--|--|
| <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"/> 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: Notification of International Coastal Cleanup on September 20, 2008

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager *W. Davis* Date: *7/27/08*
Alan Comady *7/23/08*
 Name/Title Date of Actual Submittal

Originating Department: Public Works	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 checked="" type="checkbox"/> Public Works <i>AE</i> <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: The Town's Public Works Department is participating in Palm Beach County's "International Coastal Cleanup – Keep America Beautiful" event on September 20, 2008. The Public Works Department employees are soliciting volunteers and coordinating this year's "clean up" efforts. The locations to be cleaned are the Lake Shore Park Seawall and/or Lake Park Harbor Marina.

TAB 4

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 4*

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

SUBJECT: Resolution to add the position of Accounts Payable/Receivable Coordinator and job description to the Town of Lake Park Classification Plan.

RECOMMENDED MOTION/ACTION: Approve attached resolution.

Approved by Town Manager *W. Davis* Date: *7/31/08*
Anne M. Costello *7109108*
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: No cost Funding Source: Acct. #	Attachments: Copy of Resolution and Job Description
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>Amc</i></u>	<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 <u><i>BMT</i></u> : Please initial one.

Summary Explanation/Background:

Currently a position exists within the Finance Department which handles the responsibilities of accounts payable and accounts receivable for which there is no job description. The individual handling these responsibilities is currently classified as an Administrative Assistant. The purpose of this action is to amend the Town classification plan to include the title and job description of Accounts Payable/Receivable Coordinator to accurately reflect the duties and requirements of this position and to allow the Finance Director to utilize personnel more effectively. The salary range will remain the same as for an Administrative Assistant which is \$29,214.43 to \$44,982.00. There will be no budgetary impact as the individual holding the position of Administrative Assistant will be reclassified as Accounts Payable/Receivable Coordinator with no increase in salary.

RESOLUTION 24-08-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO PROVIDE FOR THE POSITION OF ACCOUNTS PAYABLE/RECEIVABLE COORDINATOR; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Classification and Pay Plan is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications within the Town service,

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Classification and Pay Plan is revised to contain the position of Accounts Payable/Receivable Coordinator, an hourly position in the Finance Department, which position shall become part of the Classification and Pay Plan of the Town of Lake Park. A copy of the job description for this position is attached as Exhibit A.

Section 3. This Resolution shall become effective immediately upon adoption.

**ACCOUNTS PAYABLE/RECEIVABLE
COORDINATOR**

CLASSIFICATION CODE: 202
PAY GRADE:
DEPARTMENT: FINANCE

CHARACTERISTICS OF THE CLASS:

The work involves responsibility for the independent performance of specialized account-clerical tasks with major emphasis on accounts payable and receivable. The work is performed under the general supervision of the Finance Director in accordance with defined procedures. Leeway is allowed for the use of independent judgment in carrying out the details of the work. A high degree of accuracy is critical to this position. Performs related duties as assigned. This is a non-exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to this position.

- Reviews and verifies vouchers and invoices, posts invoice to appropriate accounts, makes all necessary adjustments in balances and verifies and reconciles balances;
- Attaches supporting documentation to original invoice and obtains appropriate authorization, prior to payment of invoice;
- Prepares recurring vouchers in accordance with long-term lease agreements and maintains up-to-date file of all rental lease agreements;
- Reviews purchase order requests from departments, verifies availability of budgetary funds, encumbers funds and prepares and issues purchase orders;
- Processes petty cash disbursements and replenishments according to department guidelines;
- Issues checks for payment;
- Answers inquiries from vendors concerning invoice payment status: resolves issues with unpaid invoices;
- Verifies vouchers for contractual payments, issues checks for contractual payments, and maintains records of contractual payments;
- Makes monthly service changes to Sanitation accounts;

- Creates customer numbers and tracks escrow accounts for Cost Recovery of development projects;
- Creates invoices for all receivables and processes for mailing;
- Generates monthly statements;
- Reviews ageing reports and contacts delinquent accounts for payment;
- Answers questions and resolves account issues;
- Works with other departments at end of fiscal year to establish accounts payable lists and encumbered purchase orders;
- Works with external auditors at year end;
- Responds to inquiries from employees, department heads, vendors and outside agencies in a professional, courteous and timely manner;
- Performs related clerical and account-clerical duties as required;
- Prepares journal entries related to accounts payable;
- Performs monthly account reconciliations as required;
- Prepares schedules and confirmation letters for the auditors;
- Operates a personal computer, peripheral equipment and other related office equipment.

REQUIREMENTS:

A. Education and Experience:

High School diploma or equivalent with minimum three years experience in accounts payable and receivable. Government experience preferred.

B. Knowledge, Skills and Abilities:

- Ability to plan, organize and carry out the work required.
- Ability to prepare reports using computer techniques and use of specific software programs such as Excel and Microsoft Word.
- Ability to establish and maintain working relationships with other employees, Town officials and the general public.
- Must be detail oriented and possess excellent organization skills.
- Ability to work independently and to make appropriate decisions.
- Ability to perform multiple tasks simultaneously.

PHYSICAL REQUIREMENTS:

Tasks require limited physical activities, lifting a maximum of 20 pounds, standing and walking, and dexterity in the use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Work involves extended periods of time at a computer screen. Tasks

involve sound and form perception and discrimination.

ENVIRONMENTAL CONDITIONS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

TAB 5

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
FLORIDA PROFESSIONALS WEEK**

WHEREAS; the Florida Water and Pollution Control Operators Association is a statewide organization dedicated to maintaining water quality in Florida and

WHEREAS; these trained, dedicated, and knowledgeable personnel design operate and maintain water and wastewater plants/ design, operate and maintain destruction systems, wastewater collection and storm water drainage systems; perform laboratory analysis and provide customer service throughout the state of Florida and

WHEREAS; the Operators Association conducts operator training throughout the state at the thirteen regional levels and acts as liaison between the Department of Environmental Protection (DEP) and operators in the field and

WHEREAS; the Association reviews and assists in supervising state certification examinations and coordinates the statewide plant operations awards program with DEP;

NOW, THEREFORE; I, Honorable Desca DuBois, Mayor of the Town of Lake Park, Florida do hereby extend greetings and best wishes to all observing August 4 – 8 , 2008, as *Florida Water Profession Week*.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this day of , 2008.

BY: _____
Mayor Desca DuBois

ATTEST:

Vivian Mendez, Town Clerk

Disclosure
copy

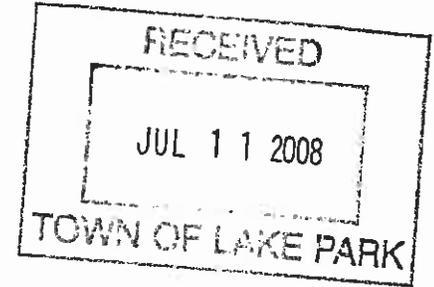


Florida Water & Pollution Control Operators Association

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

Phil Donovan
3847 Woods Walk Blvd.
Lake Worth, FL 33467
561-632-4188

July 9, 2008



The Honorable Desca DuBois
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

RE: Proclamation request for Florida Water Professionals Week

Dear Mayor DuBois:

The Florida Water & Pollution Control Operators Association (FW&PCOA) is an organization of members who are engaged in the production, treatment and distribution of drinking water; the collection, treatment and disposal of wastewater; and the collection and treatment of storm water. Our goal is to protect the health of citizens and preserve natural resources. We accomplish this by advancing the professional status of all water industry employees, arranging educational programs for treatment plant operators and customer service representatives, and providing training and certificate programs for system operators. Our region, Region VI, covers Palm Beach and Martin Counties.

Each year we recognize water, wastewater, and system operators for their dedication in maintaining water quality in the state of Florida. We do this by proclaiming a week in the month of August as "*Florida Water Professionals Week*." *This is the second year we have expanded our recognition to all water industry employees for their dedication in maintaining drinking water quality and preserving natural resources in Florida.*

This year the FW&PCOA scheduled "*Florida Water Professional Week*" for August 4-8, 2008. We would like to invite you and the Town of Lake Park to join us in recognizing the efforts of water, wastewater, and system operators in your community. You can do this by executing a proclamation recognizing this event.

I am enclosing a sample proclamation for your use. Please transfer the information to your letterhead and execute the proclamation. Please send a copy of the executed proclamation to us so we can recognize the Town of Lake Park's participation. Could you call and let me know when this is going to the council so I could be there to pick it up in person. Thank you in advance for your anticipated participation!

Sincerely,
Phil Donovan
Phil Donovan
Director Region VI

Florida Water Professionals Week

WHEREAS, the Florida Water and Pollution Control Operators Association is a statewide organization dedicated to maintaining water quality in Florida; and

WHEREAS, these trained, dedicated, and knowledgeable personnel design operate and maintain water and wastewater plants; design, operate and maintain distribution systems, wastewater collection and storm water drainage systems; perform laboratory analysis; and provide customer service throughout the state of Florida; and

WHEREAS, the Operators Association conducts operator training throughout the state at the thirteen regional levels and acts as liaison between the Department of Environmental Protection (DEP) and operators in the field; and

WHEREAS, the Association reviews and assists in supervising state certification examinations and coordinates the statewide plant operations awards program with DEP;

NOW, THEREFORE, I, Honorable Desca DuBois, Mayor of the Town of Lake Park, do hereby extend greetings and best wishes to all observing August 4 – 8, 2008, as *Florida Water Profession Week*.

IN WITNESS WHEREOF, I have hereunder
set my hand this _____ day of
_____, 2008.

MAYOR

TAB 6

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

Meeting Date: **August 6, 2008**

Agenda Item No. *Tab 6*

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

SUBJECT: Installation of Automatic Gate for the Tennis Center Parking Lot at Lake Shore Park

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *W. Davis* Date: *7/30/08*

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 13,881 Funding Source: Acct. #	Attachments: Proposal
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: Staff is recommending the installation of an automatic gate at the tennis center parking lot entrance at Lake Shore Park. ECS Security, Inc was the

low bidder on the automatic gate which was installed on the entrance of South parking lot. This price does not include the electric to the gate operator. The funds will come from the budget allocated to finish Lake Shore Park.

Town of Lake Worth
Lake Worth, FL. 33463

Date 07/29/08



For the attention of Hoa Hoang

Proposal

Dear Hoa

In reference to our recent telephone conversation regarding the gate to the Tennis Courts please find our proposal as detailed below.

Supply and install new 24ft Sliding Gate (North Gate)

To fabricate a 24ft by 4 ft high (approx) aluminum sliding gate to a general design as previous gate. Gate to use new support posts etc. the ground track to be installed across the drive way gate to be suitable for automation (see below)

General Specification

100% Aluminum construction
Straight Spindle Design on gate
Baked power coated standard colors
Installation of gate

For the Sum of **\$8,264.00**

Automation

To supply and install one BFT sliding gate operator complete with 28ft of drive track. The BFT operator is designed to be continuous use and suitable for high traffic use for gates up to 850lbs the weight and 35ft long see enclosed specification sheet for further details. Cost includes installation of operator control my way of digital coded keypad post mounted, exit gained via free exit loop installed to the inside of the gate. To comply with code two sets of safety photo beams to be installed that will prevent the gate from closing if a vehicle is present.

For the sum of **\$5,617.00**

All prices are subject to Sales Tax, applicable ruling at date of invoice.

General Requirements

We will require an 115v power supply to be installed to the gate operator

No allowance has been made for any permanent or special reinstatement of drive, road or



ECS - Security Distribution Specialists

9421 S.E. Fed. Hwy. Hobe Sound.
t. 772-545-2120 f. 772-546-2928
e. ecsflus@aol.com w. www.ecssecurity.us

ECS Security Inc. is part of the ECS Group of Companies

structural surfaces which may become necessary on completion of our installation work, other than patch repair with concrete.

We have not submitted price for the civil works required to allow this installation to go ahead other than interconnecting ducts that we require to allow our system to function.

Costs of all permits will be charged in addition at cost.

Our terms of payment are Pro-Forma, 50% with order – balance on completion. Please note commissioning and hand-over of part or completed installation made only on payment of all outstanding accounts.

We are able to offer clients a full maintenance and service contract on fitted installations, details of which will be forwarded on request.

We trust we have interpreted your requirements correctly and look forward to receiving further instructions.

Yours faithfully

Sean Hayes

Sean Hayes
President
On behalf of ECS Security Inc



ECS - Security Distribution Specialists

9421 S.E. Fed. Hwy. Hobe Sound.
t. 772-545-2120 f. 772-545-2928
e. ecsflus@aol.com w. www.ecssecurity.us

ECS Security Inc. is part of the ECS Group of Companies

TAB 7

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

Meeting Date: August 6, 2008

Agenda Item No. Tab 7

- | | |
|---|---|
| <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: Fee for bond counsel.

RECOMMENDED MOTION/ACTION: Authorize fee.

Approved by Town Manager *W. Davis* Date: *7/30/08*
Ann M. Costello
 Name/Title Finance Director Date of Actual Submittal 7/30/08

Originating Department: Finance	Costs: \$ 15,000 Funding Source: loan proceeds Acct. #	Attachments: Email from Holland & Knight
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" 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: Due to the complex nature of the loans that the Town is seeking to finance various projects on a tax exempt basis, as previously discussed, it is necessary to engage the services of a qualified bond counsel firm. The Town has previously engaged Holland and Knight for financing issues and is proposing to utilize their services for this financing deal. Their proposed fee is \$15,000 which will be paid at closing with loan proceeds and expensed across the different projects over the life of the loans. There will still be a net savings in excess of approximately \$ 1,000,000.

Anne Costello

From: mark.raymond@hklaw.com
Sent: Thursday, July 24, 2008 4:58 PM
To: Anne Costello
Subject: RE: Interlocal CRA

anne: were it not for the pension component of this, our fee would be \$10,000.00. However, with the addition of the component of financing the pension obligation on a tax-exempt basis, which is fairly complicated from a tax law standpoint, our fee will be \$15,000.00. You could of course finance the pension on a taxable basis and save the 5000, but the higher interest rate on the taxable debt would make this more expensive.

From: Anne Costello [mailto:acostello@lakeparkflorida.gov]
Sent: Thursday, July 24, 2008 2:00 PM
To: Raymond, Mark E (WPB - X28349)
Subject: FW: Interlocal CRA

Mark,

Attached is the draft that Tom Baird sent to us that I spoke with you about earlier today.

Anne

Anne M. Costello
Director of Finance
Town of Lake Park
(561)881-3351
(561)881-3358(Fax)
acostello@lakeparkflorida.gov

From: Patrick Sullivan
Sent: Thursday, July 24, 2008 9:40 AM
To: Anne Costello
Subject: Interlocal CRA

Sincerely,

Patrick Sullivan, AICP *Community Development Director* Town of Lake Park 535 Park Avenue Lake Park, FL 33403 561-881-3318 psullivan@lakeparkflorida.gov

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.
 Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office directly by phone or in writing.

7/30/2008

TAB 8

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 8*

- | | |
|---|---|
| <input checked="" 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"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Establishment of Stormwater Utility

RECOMMENDED MOTION/ACTION: Approve ordinance on first reading.

Approved by Town Manager *Neil Davis* Date: *7/31/08*
Anne M. Costello *7/31/08*
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Ordinance to establish Stormwater Utility
Department Review: <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" 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 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: At the regular Commission meeting held on December 19, 2007, the Town Commission authorized the Town Manager to proceed with the establishment of a Stormwater Utility. To that end, Resolution No. 14-02-08 was approved setting forth the Town's intent to use the Uniform Method for collection of a special assessment for the billing and collection

of stormwater fees. This allows the Town to bill the Stormwater fees on the annual tax bills. Calvin Giordano and Associates were engaged to perform an analysis of all of the parcels within the Town in order to determine an Equivalent Stormwater Unit (ESU) and develop a fee schedule to fund stormwater management activities and improvements. This ordinance is the culmination of all of the above and will establish the Stormwater Utility for the Town of Lake Park. The ordinance defines the Utility, the operation of the Utility, billing and collection criteria, appeals procedures and remedies and utilization of funds collected. This will allow the Town to properly fund stormwater maintenance activities and improvements to the existing stormwater infrastructure system.

ORDINANCE NO. 09- 2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING A NEW ARTICLE IN CHAPTER 32 OF THE TOWN CODE ENTITLED "UTILITIES" TO PROVIDE FOR STORMWATER MANAGEMENT; PROVIDING FOR AUTHORITY OF THE TOWN TO CREATE A STORMWATER UTILITY SYSTEM; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE OPERATION OF A STORMWATER SYSTEM; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1, Florida Constitution (1968), and Chapter 166, Florida Statutes, the Town Commission of the Town of Lake Park, Florida has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of municipal ordinances;

WHEREAS, the Federal Clean Water Act, 33 U.S.C. 1251 requires certain political entities such as the Town, to implement stormwater management programs within prescribed timeframes;

WHEREAS, pursuant to the Federal Clean Water Act, 33 U.S.C. 1251 et. seq. the United States Environmental Protection Agency has published proposed rules for stormwater outfall permits;

WHEREAS, the Town of Lake Park has been responsible for the maintenance of a stormwater system which has been developed over a number of years for the purpose of collecting and disposing of stormwater;

WHEREAS, the Plan that the Town's present stormwater system is and will continue to be inadequate to control and manage stormwater runoff within the incorporated limits of the Town;

WHEREAS, those elements of the system which provide for the collection of and disposal of stormwater and regulation of groundwater are of benefit and provide services to all property within the incorporated town, including property not presently served by the storm elements of the system;

WHEREAS, the costs of operating and maintaining the Town's Stormwater Management System and financing necessary repairs, replacement, improvements and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom; and

WHEREAS, the creation, adoption and implementation of a Stormwater Utility would be of benefit to the Town.

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lake Park, Florida:

Section 1. Authority

The Town is authorized by the Florida Constitution and the provisions of F.S. Chapter 166, as amended and supplemented; F.S. Section 403.0893, as amended and supplemented; F.S. Chapter 197, as amended and supplemented; the Town Charter of the Town; and other applicable provisions of law to construct, reconstruct, improve, and extend stormwater utility systems and to issue revenue bonds and other debts or assess benefited properties as needed to finance in whole or part the cost of a stormwater system and to establish just and, equitable rates, fees, and charges for the services and facilities provided by the stormwater system.

Section 2. Establishment of Stormwater Utility

The Stormwater Management Utility is hereby established by the Commission to provide for the general welfare of the Town and its residents: and

A. To provide for effective management and financing of a stormwater management system within the Town (the "System");

B. To provide a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff from both a water quality and water quantity standpoint;

C. To provide for the safe and efficient capture and conveyance of stormwater runoff and the correction of stormwater problems;

D. To authorize the establishment and implementation of a master plan for stormwater drainage including design, coordination, construction, management, operation, maintenance, inspection and enforcement;

E. To establish a reasonable stormwater management assessment based on each property's estimated contribution of stormwater runoff to the system and the benefit derived by each property from the use of the facilities of the system;

F. To encourage and facilitate urban water resources management techniques, including but not limited to the retention-detention of stormwater runoff, minimization of the need to construct storm sewers and the enhancement of the environment; and

G. To provide for the issuance of bonds or levy of assessments to finance additions, extensions and improvements to the system.

Section 3. Definitions

For the purpose of this Ordinance, the following definitions shall apply: Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

Availability Charge means a charge to a developer or individual property owner to recover the debt service and extension and replacement costs paid for the System facility that had been previously constructed, but which serves such developer or individual property owner.

Bonds means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the Costs of Construction.

Costs of Construction means costs reasonably incurred in connection with providing capital improvements to the System or any portion thereof, including, but not limited to, the costs of (1) acquisition of all property, real or personal, and all interests in connection therewith, including all rights-of-way and easements therefore; (2) physical construction, installation and testing, including the costs of labor, services, materials, supplies and utility services used in connection therewith; (3) architectural, engineering, legal and other professional services; (4) insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation; (5) any taxes or other charges which become due during construction; (6) expenses incurred by the Town or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction; (7) principal of and interest of any Bonds; and (8) miscellaneous expenses incidental thereto.

Debt Service means, with respect to any particular fiscal year and any particular series of Bonds, an amount equal to the sum of (i) all interest payable on such Bonds during such Fiscal Year, plus (ii) any principal installments of such Bonds during such

Fiscal Year.

Developed Property means real property which has been altered from “natural” state by the addition of any improvements such as a building, structure, or impervious surface.

Director means the Director of Public Works or his designee.

Dwelling Unit means a single unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Equivalent Stormwater Unit or ESU means a single unit of measure equal to the average impervious area of residential developed property per dwelling unit located within the Town and as established by a Resolution of the Commission and as provided herein. An ESU is numerically equal 5,202 square feet of impervious area.

ESU Rate means an assessment rate charged on each ESU as established by the Commission’s Resolution and as provided herein to pay operations and maintenance, extensions and replacement and debt service.

Extension and Replacement means costs of extensions, additions and capital Improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the System, or land acquisition for the System and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expense with are not costs of operation and maintenance or debt service.

Fee-in-lieu-of means a charge to a developer or property owner to recover (1) the costs of construction and debt service on a new stormwater management system facility which serves

such developer or property owner: or (2) the extension and replacement costs necessitated by development undertaken by such developer or property owner.

Fiscal Year means a 12 month period commencing on the first day of October of any year, or such other 12 month period adopted as the fiscal year of the Stormwater Utility.

Impervious Area means roofed and paved areas, including, but not limited to, areas covered by roofs, roof extensions, patios, porches, pools, driveways, sidewalks, parking areas and athletic courts, or other structures or improvements that do not permit the absorption of water into the ground surface.

Multifamily Property means a parcel designated by the Palm Beach County Property Appraiser and Tax Collector under Land Use Code 0300.

Multifamily Residential <10 Units Property means a parcel designated by the Palm Beach County Property Appraiser and Tax Collector under Land Use Code 0800.

Non-Residential Property means all parcels other than those classified by the Palm Beach County Property Appraiser and Tax Collector under Land Use Codes 0100, 300, 0400 and 0800.

Operating Budget means the annual Stormwater Utility operating budget adopted by the Town for the succeeding fiscal year.

Operations and Maintenance means the current expenses, paid or accrued, of operation, maintenance and current repair of the System, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, overhead or indirect charges, administrative expenses, labor, executive compensation, the cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected

to be incurred in accordance with sound accounting practice.

Property Appraiser means the Office of the Palm Beach County Property Appraiser.

Residential Condominium Property means a parcel designated by the Palm Beach County Property Appraiser and Tax Collector under Land Use Code 0400.

Residential Single Family Property means a parcel that is classified by the Palm Beach County Property Appraiser and Tax Collector under Land Use Code 0100.

Revenues mean all rates, fees, assessments, rentals or other charges or other income received by the Stormwater Utility, in connection with the management and operation of the System, including amounts received from the investment or deposit of monies in any fund or account and any amounts contributed by the Town, all as calculated in accordance with sound accounting practice.

Stormwater Management System or System means the existing stormwater management system of the Town and all improvements thereto which by this Ordinance are constituted as the property and responsibility of the Stormwater Utility, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system. This shall include management services such as designing, permitting, planning, and reviewing the stormwater-related infrastructure; operation, maintenance, repair and replacement of the infrastructure; and the improvement or enhancement of the infrastructure related to the Town's Comprehensive Plan for the Town.

Unimproved Land means a parcel which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.

Stormwater Management Assessment A non-ad valorem assessment imposed by the Town pursuant to this Chapter and F.S. Section 403.0893, as amended and supplemented, on all real property of the town in relation to the real property's estimated contribution of stormwater runoff to the system and the benefit derived from the use of the facilities of the System, and the future improvements to be funded from stormwater management assessments. Such stormwater assessment shall include the cost of operation and maintenance of the System, extension and replacement and debt service based on the same proportion of benefit assessed against each parcel within the benefited area.

Stormwater Management Utility or Utility means the enterprise fund utility created by this Ordinance to operate, maintain and improve the System.

Uniform Collection Method means the method to be utilized by the Town for the year commencing October 1, 2008 and each year thereafter for the billing, collection and enforcement of the stormwater management assessments, as authorized pursuant to F.S. Section 403.0893, as amended and supplemented and F.S. Chapter 197, as amended and supplemented.

Section 4. Operation of the Stormwater Utility

A. Operating Budget

The Town shall adopt an Operating Budget for the Stormwater Management Utility not later than the first day of each fiscal year. The Operating Budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

B. Required Levels of Rates for Stormwater Management Assessments

The Commission shall require that adequate revenues are generated to provide for a balanced operating budget by at least annually levying sufficient levels of stormwater management assessments.

C. Imposition of Stormwater Management Assessment, Classification and Criteria

1. A stormwater management assessment is hereby imposed on each parcel of land within the benefited area.
2. For purposes of imposing the stormwater management assessment, all parcels of land shall have one of the following classifications.

- (a) Residential single family property
- (b) Residential condominium property
- (c) Multifamily property
- (d) Multifamily Residential <10 Units property
- (e) Non-residential property

3. The stormwater management assessment shall be fair and reasonable and levied in proportion to the special benefit each parcel receives by the use of the system, including such additions, extensions and improvements made hereto. It is also recognized that both developed property and unimproved land contributes stormwater runoff, and absent the utilization of the System, the use, enjoyment and value of each parcel will be diminished in proportion to the uncontrolled stormwater runoff attributable to each sub-parcel. It is also recognized that each user of the System derives special benefit from the effective operation and maintenance of the system.

D. Establishment of Rates for Stormwater Management Assessments

1. The rate of stormwater management assessments for each parcel within the benefited area shall be established each year by adoption of a resolution by the Commission.

2. The developer or property owner of each parcel within the benefited area, for which a stormwater management assessment is levied, shall be responsible for the payment of assessments.

3. The rate of stormwater management assessments for the various classes of property within the benefited areas shall be as follows:

(a) Residential single family property – The annual stormwater management assessment for a single-family residential unit shall be the rate for one ESU, multiplied by one ESU, multiplied by 12.

(b) Residential condominium property – The annual stormwater management assessment for each residential condominium unit shall be the rate for one ESU, multiplied by one ESU, multiplied by 12.

(c) Multifamily property – The annual stormwater management assessment for each multifamily property shall be the rate for one ESU, multiplied by one ESU, multiplied by 12 multiplied by the number of units on the property.

(d) Multifamily <10 Units property – The annual stormwater management assessment for each multifamily <10 units property shall be the rate for one ESU, multiplied by one ESU, multiplied by 12, multiplied by the number of units on the property.

(e) Non-residential property – The annual stormwater management assessment for each non-residential property shall be the rate for one ESU, multiplied by a numerical factor to be determined by dividing the total impervious area of the property (in square feet) by the impervious square footage per one ESU, multiplied by 12. The minimum

stormwater management assessment for any non-residential property shall be equal to rate for one ESU, multiplied by one ESU, multiplied by 12.

E. Billing and Payment, Penalties

The stormwater management assessments shall be imposed against the owners of all real property in the Town and collected pursuant to the uniform method of collection for fiscal year commencing October 1, 2008. Thereafter, the Town will use the uniform method of collection unless the Town determines that another method of collecting stormwater management assessments is in the best interest of the Town.

The stormwater management assessments shall be due and payable at the time set forth in the notice of non-ad valorem assessments prepared by the County Tax Collector. Stormwater management assessments collected pursuant to the uniform method of collection shall be subject to all collection provisions of Chapter 197, Florida Statutes, as amended and supplemented.

F. Adjustment of Fees

1. Request for adjustment of the utility fee shall be submitted to the Director, who is hereby given the authority to develop and administer the procedures and standards for the adjustment of fees as established herein. All requests shall be judged on the basis of the amount of impervious area on the site. No credit shall be given for the installation of facilities required by Town or County development codes or state stormwater rules. The following procedures shall apply to all adjustment requests of the stormwater management assessment:

(a) Any developer or property owner who believes the stormwater management assessment is incorrect may, subject to the limitations set forth in this article, submit an adjustment request to the Director.

(b) The adjustment request shall be made in writing and set forth, in detail, the grounds upon which correction is sought.

(c) An adjustment request shall be made within 60 days after receipt by the developer or property owner of his or her tax bill containing the stormwater management assessment. The adjustment request will be reviewed by the Director within a two-month period from the date of filing the adjustment request. Consideration by the Director of the developer or property owner's request for adjustment shall not relieve the developer or property owner of the obligation to make timely payment of the stormwater management assessment. In the event an adjustment is granted by the Director, which decreases the stormwater management assessment, the developer or property owner shall be entitled to a refund of the excess stormwater management assessments paid. The refund shall be mailed by the Palm Beach County Tax Collector (the "Tax Collector") unless the Tax Collector and the Town agree otherwise.

(d) The developer or property owner requesting the adjustment may be required, at his own cost, to provide supplemental information to the Director including, but not limited to, survey data and engineering reports approved by either a Florida registered professional land surveyor or a professional engineer. Failure to provide such information may result in the denial of the adjustment request.

(e) The adjustment to the stormwater management assessment shall be made upon the granting of the adjustment request, in writing, by the Director. The document granting the adjustment request shall be provided to the developer or property owner and shall also be sent to the Tax Collector. A denial of an adjustment request shall be made

in writing by the Director, a copy of which shall be provided to the developer or property owner.

G. Capital Contributions

1. Where the Town has constructed or plans to construct stormwater facilities which are proposed to be used by a developer or property owner in lieu of a facility usually required to be constructed by him, the Town may accept a capital contribution from the developer or property owner and waive certain construction requirements.

2. Procedures and standards developed by the Town shall define appropriate means by which to optimize the property owner or developers' capital contributions in the construction or refunding of stormwater systems. These capital contributions shall take the form of Fee-in-lieu-of or Availability Charges. Each situation will be analyzed by the Town and a specific written decision will be developed. The application of each is defined as follows:

(a) Fee-in-lieu- of is applied to a site specific negotiated procedure, wherein a development's stormwater contribution (quantity and quality) is assessed its share of the capital needs of the facilities required to serve the development in question. This capital contribution would be used for the construction or refunding of the Town-owned stormwater facilities. The process does not apply wherein the stormwater facilities are privately held. Each application is evaluated against the Town's Master Plan, or where the Master Plan is incomplete, against the cumulative impacts from the development.

(b) Availability Charge is administered on a site specific basis identical to the Fee-in-lieu-of procedure noted above. The only difference is that the capital investment advanced by the Town in implementing a stormwater facility is now recovered through an availability charge. The capital charge is determined on a pro-rata share of the

capacity used by the new developer as measured by the cumulative impact from the development upon all impacted facilities applied to the present worth of the original capital expenditure. In the case of a developer constructing Stormwater Management Facilities in excess of the site needs, the Town may enter an agreement with that developer to rebate Fee-in-lieu-of charges paid to the Town by other developers utilizing those facilities over a period of time not exceeding 7 years from the date of the agreement.

H. Program Responsibility

It shall be the duty of the Director of the Department of Public Works to administer the Stormwater Management Utility. The Director shall keep an accurate record of all persons using the services and facilities of said stormwater management system of the Town and to make changes in accordance with the rates and charges established in this ordinance.

I. Stormwater Management Enterprise Funds

There shall be established a Stormwater Management Enterprise Fund for the deposit of all fees and charges collected by the stormwater utility. These funds shall be for the exclusive use of the Town's Stormwater Management Utility, including, but not limited to, the following:

1. Administrative Costs associated with the management of the Stormwater Management Utility, including any assessment programs implemented.
2. Planning and Engineering fees.
3. Legal
4. Operation and Maintenance of the System.

5. Funding of pollution abatement devices constructed on stormwater systems discharging to the surface water of the Town.

6. Extensions and Replacements.

7. Debt Service

Section 5. Repeal of Laws in Conflict

All ordinance or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of any conflict.

Section 6. Codification.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of the Town of Lake Park, Florida. The Sections of the Ordinance 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. Severability

In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Section 8. Effective Date

This ordinance shall take effect immediately upon its adoption by the Lake Park Town Commission.

TAB 9

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 9*

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input checked="" 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 type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: An Ordinance in the form of a Zoning Code text amendment, amending Town Code Chapter 70, pertaining to the signage requirements for the Town of Lake Park to provide modifications and additions to the signage regulations on the size, use, and location of signs, to clarify and strengthen the sign regulations relating to the maximum size, number, copy, location, and other general and specific additional regulations for permitted signs in the town.

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

Approved by Town Manager *[Signature]* Date: *7/31/08*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <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: Town staff initiated this Zoning Code text amendment to Chapter 70, pertaining to the sign code regulations for signage within the town, to correct existing deficiencies in this Section of the Code. Please see the staff report for further clarification.

ORDINANCE NO. 11-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY AMENDING CHAPTER 70 ENTITLED "SIGNS", ARTICLE 1 ENTITLED "IN GENERAL"; BY REPEALING SECTION 70-2 ENTITLED "RELATIONSHIP TO STATE BUILDING CODE"; AMENDING SECTION 70-4 ENTITLED "MAINTENANCE"; AMENDING SECTION 70-6 ENTITLED "DEFINITIONS"; AMENDING ARTICLE II ENTITLED "LICENSE AND PERMIT REQUIREMENTS BY REPEALING SECTION 70-31 ENTITLED "LICENSE REQUIRED"; AND AMENDING SECTION 70-32 ENTITLED "PERMITS"; AMENDING ARTICLE III ENTITLED "CONSTRUCTION"; BY AMENDING SECTION 70-61 ENTITLED "GENERAL PROVISIONS"; AMENDING SECTION 70-64 ENTITLED "REMOVAL, REPAIR OR ALTERATION"; REPEALING SECTION 70-65 ENTITLED "REINSPECTION"; AMENDING SECTION 70-66 ENTITLED "STOP WORK ORDERS"; AMENDING SECTION 70-67 ENTITLED "VIOLATIONS"; AMENDING ARTICLE IV ENTITLED "SIGN REGULATIONS"; AMENDING SECTION 70-101 ENTITLED "EXEMPT SIGNS"; AMENDING SECTION 70-102 ENTITLED "PROHIBITED SIGNS AND RELATED EQUIPMENT"; AMENDING SECTION 70-103 ENTITLED "PERMITTED SIGNS"; AMENDING SECTION 70-104 ENTITLED "LEGAL NONCOMPLYING SIGNS"; AMENDING SECTION 70-105 ENTITLED "COMPUTATION OF SIGN AREA"; AMENDING SECTION 70-107 ENTITLED "EXTERIOR ARCHITECTURAL LIGHTING"; REPEALING SECTION 70-108 ENTITLED "REINSPECTION"; 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 a comprehensive sign code which has been codified in the Town's Code of Ordinances, Chapter 70, Articles I through IV, and Sections 70-1 through 70-108; and

WHEREAS, Town staff has recommended to the Town Commission that the sign regulations as set forth in Chapter 70 of the Town's Code of Ordinances be substantially amended, to update the regulations and restrictions pertaining to permitted and prohibited signs

within the Town, to provide for sign permitting requirements, additional enforcement procedures for the removal of certain illegal and prohibited signs; and

WHEREAS, Town staff has recommended that the Town Commission amend Town Code, Chapter 70, Article I, Sections 70-2, 70-4, and 70-6, and Article II, Sections 70-31 and 70-32, and Article III, Sections 70-61, 70-64, 70-65, 70-66, and 70-67, and Article IV, Sections 70-101, 70-102, 70-103, 70-104, 70-105, 70-107, and 70-108, as more specifically provided for herein; 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 Town Code, Chapter 70, Article I, Sections 70-2, 70-4, and 70-6, and Article II, Sections 70-31 and 70-32, and Article III, Sections 70-61, 70-64, 70-65, 70-66, and 70-67, and Article IV, Sections 70-101, 70-102, 70-103, 70-104, 70-105, 70-107, and 70-108.

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 findings of fact of the Town Commission.

Section 2. Chapter 70, Article I, by repealing Section 70-2 entitled “Relationship to state building code”; and amending Sections 70-4, and 70-6, of the Code of Ordinances of the Town of Lake Park, Florida to read as follows:

ARTICLE I. IN GENERAL

~~Sec. 70-2. Relationship to state building code.~~

~~These sign regulations are intended to complement the requirements of the Florida Building Code. Wherever there is inconsistency between these regulations and the building or electrical code, the more stringent requirement shall apply.~~

Sec. 70-2. Reserved.

Sec. 70-4. Maintenance.

All signs, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with the requirements of the Florida Building Code, the amendments to Chapter One of the Florida Building Code building and electrical codes adopted by the town, and in substantially the same or better condition as when the sign was originally installed or erected in order to present a neat and clean aesthetically pleasing appearance. The required maintenance shall include at a minimum, but not be limited to, routine, ordinary and periodic repairs; painting; the replacement of equipment, parts, sign copy, lettering; the replacement of all or a portion of the sign if necessary; and other actions which are necessary to ensure that the sign is kept in substantially the same or better appearance as at the time of the sign's original installation. The required maintenance shall include all physical aspects of the sign, such as the sign area, face, text and copy; the electrical and mechanical components of the sign; lights and related lighting materials and equipment, the sign base, mounting, and/or the supporting structure of the sign. All The landscaping and vegetation which is required by the terms of the sign permit or development order and/or which is required by the Town Code, and which surrounds the sign on all sides and the area which extends outward from the base of the sign , around, in front of, behind and underneath the base of ground signs for a distance of ten feet, shall be kept neatly trimmed and free of unsightly weeds, waste, and no rubbish, and debris. or debris that would constitute a fire or health hazard shall be permitted under or near the sign.

Sec. 70-6. Definitions.

The definitions set forth in this section shall be construed to be the same as if incorporated in the town codes or land development regulations; provided specific definitions spelled out in this chapter, if different, than that found in the town codes or land development regulations, shall prevail.

Abandoned sign means a sign which advertises a business which does not have a current business tax receipt and/or a certificate of occupancy from the town, and/or which is no longer doing business within the town at the sign location. is considered abandoned if a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business on that location.

Advertising structure means any structure installed for advertising purposes, with or without any advertisement display thereon, situated upon or attached to real property upon which any poster, bill, printing, painting, device or other advertisement of any kind whatsoever may be placed, posted, painted, tacked, nailed, or otherwise fastened, affixed or displayed; provided, however, that said term shall not include buildings.

Animated sign means a sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind-actuated elements, including rotating, revolving or flashing signs.

Awning means a shelter projecting from the exterior wall of a building, and constructed of non-rigid materials except for the supporting framework.

Background area of sign means the entire background area of a sign upon which copy could be placed. In computing the area of a sign background, only that face or faces which can be seen from any one direction at one time shall be counted.

Banner means any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, balloons, or fabric of any kind with only such material for foundation. The word

"banner" shall also include a pennant or any animated, rotating and/or fluttering device, with or without lettering for design, and manufactured and placed for the purpose of attracting attention. ~~Billboard or off-premises sign~~ means any sign or framework thereof installed for the purpose of advertising merchandise, services or entertainment, which are sold, produced, manufactured or furnished at a place other than the location of such structure.

Building facade means the entire building wall, including all windows, doors, parapet, fascia, canopy, eaves, and wall areas of a building exterior on any in one complete place or elevation. ~~thereof.~~

Building setback line means the lines established by the land development regulations of the town as set forth in this code. ~~set forth in this subpart B.~~

Changeable copy sign means a sign on which a message or copy is changed manually in the field through the utilization of attachable letters, numbers, symbols, changeable pictorial panels, and other similar characters.

Construction sign means a temporary sign which identifies those engaged in construction on any building site, including the builder, contractor, developer, architect, engineer, painter, plumber, or other persons or artisans involved concerned in the such construction.

Copy means the linguistic or graphic content of a sign.

Copy area of a sign means the actual area of the sign copy applied to any background. The copy area is computed by straight lines drawn closest to copy extremities encompassing individual letters or words.

Development sign means a temporary sign advertising the sale or rental of structures under construction upon land which has been legally assembled into one development location.

Directional sign means any sign which has been permanently or temporarily installed on public property for the purpose of designed to guide or direct permanently or temporarily installed on public property to guide guiding or directing pedestrian and/or vehicular traffic.

Director means the director of the community development department of the town or the director's designee, representative, otherwise referred to as community development director.

Directory sign shall mean a sign listing only the names and/or uses, or locations of more than 1 business, activity or professional office conducted within a building, group of buildings or commercial center.

Double-faced sign means a sign with two faces which are parallel to each other and are also back to back.

Eaves means the a portions part of the roof which projects or extends from or over the exterior surface of an exterior wall.

Engineer means a person registered as a professional engineer by the state of Florida.

Entrance sign or subdivision sign means a sign which designates the name of a identification structure located at the main entrance to a town approved subdivision or residential district, or planned unit development, and which is located in close proximity to the main entrance.

Erect means to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it does not include any of the foregoing activities when performed as an incident to the change of advertising message or customary maintenance or repair of a sign.

Exterior lighting as used in section 70-107, shall mean any variety of lighting forming an integral part of a building. Such lighting shall meet the following requirements and shall be subject to final approval by the town commission.

Fixed projecting sign means any sign projecting at an angle from the outside wall or walls of any building and rigidly affixed thereto.

Flag means a piece of fabric with a color or pattern that represents a country, state, county, city, town, party, organization or business entity.

Flashing sign means any sign, used for identification, direction, advertising, or promotional purposes, that includes approved lighting fixtures which flash, blink, cut on and off intermittently, and which is used as an exterior sign or an interior sign visible from a ~~the~~ public street or right-of-way.

Flat or wall sign means any sign erected parallel to the facade or on the outside wall of any building and supported throughout its length by the wall of the building.

Freestanding sign means a sign which is supported by a sign structure secured in the ground and which is wholly independent of any one or more columns, uprights, or braces in or upon the ground and which is not attached or a part of a building, structure, fence, vehicle, or object other than the sign structure for support.

Frontage street facade means the portion of an exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building wall elevation which fronts on a street, unless such parapet wall or eaves shall be over 30 feet high, in which case only the first 30 feet shall be considered the frontage street facade for purposes of this article. Only one street facade shall be designated as frontage street facade.

Height of sign shall mean the vertical distance measured from the adjacent average crown of road to the top of the sign face or sign structure, whichever is greater.

~~*Harmful to minors* means:~~

~~(1) With regard to sign content, any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it:~~

~~a. Predominately appeals to the prurient, shameful, or morbid interest of minors in sex;~~

~~b. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors; and~~

~~e. Taken as a whole, lacks serious literary, artistic, political or scientific value.~~

~~(2) The term "harmful to minors" shall also include any non erotic word or picture when it:~~

~~a. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors; and~~

~~b. Taken as a whole, lacks serious literary, artistic, political, or scientific value.~~

Identification sign means a sign at a business location used to identify the name of the business located on the property thereon and/or its principals and address.

Illuminated sign means a sign for which an artificial source of light is used in order to make the sign's message readable, including internally and externally lighted signs.

Instructional sign means a sign conveying instructions pertaining to ~~with respect to~~ use of the premises on which the sign it is maintained, including but not limited to, ~~such as but not limited to~~ "Exit," "Entrance," or "Parking;" and "No Parking" signs.

Logo means a trademark, copyright, or ~~company name~~ distinctively styled symbol or representation of a company or business name, and which may also be used to identify ~~identifying~~ the business, company, or service provided, and which may be all or part of the copy of a sign.

Marquee means a permanent ~~projecting~~ roofed structure which is attached to, and is supported by a building wall, and which projects outward from the exterior of the building, including projection in part, which may project over a portion of a public right-of-way if expressly permitted by the town, and which may or may not contain a sign with copy.

~~*Marquee sign* means a permanent roofed structure attached to and supported by the building and projecting over public or private sidewalks or right of way.~~

Monument Sign means a freestanding sign where the base of the sign structure is permanently affixed into ~~on~~ the ground and the sign area is supported by an internal structural framework other than support poles, and has the appearance of a solid base.

Multiple-faced sign means a sign with more than two faces.

Neon sign shall mean any illuminated sign that contain an exposed neon tube or is treated in such a manner as to appear to be a sign containing an exposed neon tube or unshielded light source.

Nonconforming sign means any sign which ~~was~~ lawfully erected but which does not comply with the land use, setback, size, spacing, and lighting provisions of the town code, or state or other local law, rule, regulation, or ordinance passed at a later date or a sign which was lawfully erected but which later fails to comply with the town code, state or local law, rule, regulation, or ordinance due to changed conditions. ~~does not comply with the provisions of these regulations, and/or subsequent amendments.~~

Obsolete sign shall mean any sign which no longer correctly directs or exhorts any person, or which advertises a business, service, product or activity no longer conducted, available or in existence, either on the lot where the sign is located in the case of on-premises signs, or on any lot in the case of off-premises signs.

Occupancy shall mean any 1 business, activity or professional office.

Off-premises sign means a sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured or taking place at a location other than on the premises on which the sign is located. See "Billboard."

Painted sign means any sign painted on any exterior building surface, including exterior building wall or door surfaces, the roof of any building visible from any public right-of-way, exclusive of window and door glass painted areas.

Parcel of real Property means vacant or developed land, real property, as a unit, which contains premises and occupancies. ~~buildings, fixtures and all other improvements to land held in single ownership~~ which is not public property as defined herein.

Parapet means a vertical false front, wall extension, or portion of the facade which extends above the roofline.

Pole sign. See "Freestanding sign." means a freestanding sign whose message area is supported by one or more poles sunk into the ground.

Political sign means a temporary sign erected by a political candidate, group, or agent thereof, for the purpose of advertising a candidate or stating a position regarding an issue upon which the voters of the town will vote. ~~urging the election or defeat of any candidate seeking any political office, or urging the passage or defeat of any ballot measure.~~

Premises means a distinct unit or parcel of land including the appurtenances thereon all the land areas under ownership or lease arrangement to the sign owner which are contiguous to the business conducted on the land except for instances where such land is a narrow strip contiguous to the advertised activity or is connected by such narrow strip, the only viable use of such land is to erect or maintain an advertising sign. When the sign owner is a municipality or county, the term "premises" shall mean all lands owned or leased by such municipality or county within its jurisdictional boundaries as set forth by law.

Professionally produced sign means a sign that is designed and installed by a company that is engaged in the business of producing, installing and maintaining signs.

Public property means property owned by any governmental entity, including but not limited to public rights-of-way, streets, alleys, sidewalks, easements and parks, and all structures located in

and upon same including, but not limited to, street and traffic signs, utility poles, fire hydrants, parking meters, trees, newspaper racks, and telephone booths.

Pylon Sign. A freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base.

Real estate sign means any ~~low~~ freestanding or wall-mounted sign installed by the owner or the owner's agent on a temporary basis, advertising the real property upon which the sign is located for rent or for sale but shall not include rooming house signs.

Revolving sign. See "Animated sign."

Remove means to disassemble, transport from the site, and dispose of sign materials by sale or destruction.

Roof sign means any outdoor advertising display sign, installed, constructed or maintained on or above the roof of any building.

Rotating sign. See "Animated sign."

Semi-freestanding sign means any sign which is supported by one or more uprights or braces in or upon the ground and partially attached to any building.

Shopping area means a commercial establishment or a group of commercial establishments related in its location, size and types of shops to the trade area which the unit serves.

Sidewalk or sandwich sign shall mean an A-frame style moveable sign not permanently secured or attached to the ground or to any building or structure.

Sign means any combination of structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertisement, logo, symbol, or other form, whether placed individually or on a V-type, back-to-back, side-to-side, stacked, or double-faced display or automatic changeable facing, designed, intended, or used to advertise or inform, any part of the advertising message or informative contents of which is visible from any place on the main-traveled way. The term does not include an official traffic control sign, official marker, or specific information panel erected, caused to be erected, or approved by the town, the county, or the state department of transportation. ~~an object or device which is designed, intended, used or located so as to be visible by the public from outdoors for the purpose of advertising the property, establishment or enterprise, including goods and services; upon which the sign is located. This definition shall include all parts, portions, frame, background, structure, support and anchorage thereof.~~

Sign, aggregate area of shall mean the total square foot area derived from the sum of all sign areas.

Sign, area shall mean the entire area within a continuous perimeter, enclosing the extreme limits of sign display, including any frame or border. Curved, spherical, or any other shaped sign face shall be computed on the basis of the actual surface area. The copy of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing all of said letters or devices.

Sign direction means that direction from which the message or informative contents are most visible to oncoming traffic on the main-traveled way.

Sign face means the part of the sign, including trim and background, that is or can be used to communicate a message or informative contents, identify, advertise, or for the visual representation which attracts the attention of the public for any purpose. "Sign face" includes any background material, panel, trim, and color and direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed.

Sign structure means all the supporting structure (and all interrelated parts and material, such as beams, poles, and stringers, etc.) erected or intended for the purpose of supporting or displaying

a message or informative contents, for identification, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied; however, this definition shall not include a building or perimeter wall.

Snipe sign means any sign of any size, made of any material, including paper, cardboard, wood and metal, when such sign is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

Special event sign shall mean a sign erected on the premises of the event which carries a message regarding a special event or function which is of general interest to the community. Special events shall not include for-profit business promotional activities or activities strictly commercial in nature.

String lights mean an array of incandescent light bulbs of low wattage or lighting tubes consisting of a single cord, which are used to outline or call attention to, features on a property such as but not limited to any buildings, roof lines, window dimensions, doors, sculptures, signs, structures, trees and any other feature that might lend itself to the display of such lights.

Temporary sign means a sign which is constructed of cloth, canvas, light, fabric, cardboard, wallboard, wood, plywood, metal or plastic which is intended to be displayed for a limited period.

Time and temperature sign means a display containing illuminated numerals flashing alternately to show the time and/or temperature.

Vehicular sign means a sign affixed to or painted on a transportation vehicle or trailer, for the purpose of business advertising; however, not to include signs affixed to vehicles or trailers for identification purposes as required by town regulations.

Window sign, permanent shall mean any sign which is painted on, applied to, attached to or projected upon or within the exterior or interior of a building glass area, including doors, or located within 15 feet of the interior of a building glass area, including doors, or any interior illuminated signs or exposed unshielded light source.

Window sign, temporary shall mean a window sign of a temporary nature used to direct attention to identifying merchandise or a change in the status of the business, including but not limited to signs for sales, specials, going out of business and grand openings.

~~Window sign means any sign installed or maintained in the window of any building, visible from any public right-of-way.~~

Section 3. Chapter 70, Article II, Section 70-31 entitled "License required" is hereby repealed, and Section 70-32 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

ARTICLE II. ~~LICENSE AND SIGN~~ PERMIT REQUIREMENTS.

~~Sec. 70-31. License required.~~

~~No person shall engage in a business of sign or outdoor advertising or in a business of installing or maintaining signs within the town, without having first procured a license for such business in accordance with the requirements of the town's license regulations then in force and effect.~~

Sec. 70-32. Sign Permits permit required.

(a) Sign permit required Required. Except as otherwise provided for herein, it shall be unlawful for any person to erect, operate, use, post, display, maintain, or cause to be erected, operated used, posted, displayed, maintained, or installed, any sign, ~~or~~ advertising structure, or high voltage tube lighting, in the town without first obtaining a permit for the sign, advertising structure, or high voltage tube lighting, from the town and paying the fee as established by resolution of the town commission, ~~applying to signs as herein defined, except real estate signs, political signs construction signs, and directional signs, in the town without first having obtained a permit or permits as hereinafter required.~~ The following signs and other signs identified as "exempt" pursuant to section 70-101, are hereby declared as exempt from the requirement that a sign permit be obtained under the provisions of this chapter, but all such signs are required to comply with the provisions of Article II:

(1) Signs owned by the town or a county located on the premises of the town or the county which display information regarding government services, activities, events, or entertainment. For purposes of this section, the following types of messages shall not be considered information regarding government services, activities, events, or entertainment:

(a) Messages which specifically reference any commercial enterprise.

(b) Messages which reference a commercial sponsor of any event.

(c) Personal messages.

(d) Political campaign messages.

(2) Temporary residential real estate signs as more specifically provided for in this article and subject to supplemental regulations, which are posted or displayed on real property by the owner or by the authority of the owner, stating that the real property is for sale or rent. If the sign contains any message not pertaining to the sale or rental of that real property, then it is not exempt under this section.

(3) Official notices or advertisements posted or displayed on private property by or under the direction of any public or court officer in the performance of her or his official or directed duties, or by trustees under deeds of trust or deeds of assignment or other similar instruments, and construction and building permit signs..

(4) Danger or precautionary signs relating to the premises on which they are located; forest fire warning signs erected under the authority of the Division of Forestry of the Department of Agriculture and Consumer Services; and signs, notices, or symbols erected by the United States Government under the direction of the United States Forestry Service.

(5) Notices of any railroad, bridge, ferry, or other transportation or transmission company necessary for the direction or safety of the public.

(6) Directional signs, and other official signs and notices.

(7) Signs or notices erected or maintained upon property stating only the name of the owner, lessee, or occupant of the premises and not exceeding 8 square feet in area.

(8) Historical markers erected by duly constituted and authorized public authorities.

(9) Official traffic control signs and markers erected, caused to be erected, or approved by the town or the state department of transportation.

(10) Signs erected upon property warning the public against hunting and fishing or trespassing thereon.

(12) Signs not in excess of 8 square feet that are owned by and relate to the facilities and activities of churches, civic organizations, fraternal organizations, charitable organizations, or units or agencies of government.

(12) Signs relating exclusively to political campaigns.

(b) Applications. A person or entity may not apply for a permit unless he or she has first obtained the written permission of the owner or other person in lawful possession or control of the site designated as the location of the sign in the application for the permit. An application for a sign permit must be made on a form prescribed by the town, and a separate application must be submitted for each permit requested. A permit is required for each sign facing. As part of the application, the applicant or his or her authorized representative, must certify in a notarized signed statement that all information provided in the application is true and correct and that he or she has obtained the written permission of the owner or other person in lawful possession of the site designated as the location of the sign in the permit application. Every permit application must be accompanied by the appropriate permit fee; a signed statement by the owner or other person in lawful control of the site on which the sign is located or will be erected, authorizing the placement of the sign on that site. Applications for permits required by this article shall be filed by an applicant or the applicant's agent, in the community development department upon forms to be furnished by such department.

(c) Sign plan requirements. Sign permits shall be issued only for signs which conform to requirements of this chapter including, where when applicable, an approved sign plan for the real property lot on which the sign is to be located, unless exempt pursuant to section 70-101. Sign plans shall be approved pursuant to the development review process. Sign plans may be submitted and approved concurrently with an application for a the site development plan or other land development order, for a lot, or they may be submitted and approved as an amendment to the approved development. Sign plans shall be reviewed by the town for compliance with the provisions of this approved on a finding that all signs will conform to the provisions of this chapter, including but not limited to, and that the coordination of the graphic style, materials, placement and other characteristics of all signs on the parcel, and the proximity of other signs in the immediate area, will be coordinated.

(d) Issuance. Provided the terms and provisions of this chapter regulation and/or any other applicable laws or ordinances have been complied with, the community development director shall issue a permit for each sign and/or advertising structure. Permits shall be numbered in the order of their issuance and shall disclose:

- (1) Kind and size in square feet, and the height and width of the sign, advertising structure or high voltage tube lighting authorized by the permit;
- (2) The street address of the property on which the sign, advertising structure or high voltage tube lighting are permitted to be located and name of the owner or lessee of such property;
- (3) The location upon the property where the sign, advertising structure or high voltage tube lighting is permitted;
- (4) The name of the person, firm, corporation or association installing structure;
- (5) The estimated value of the sign;
- (6) The amount of the fee paid for such permit; and
- (7) The date of issuance.

(e) Inspections. The contractor or owner securing the permit for any sign shall call the community development department to request an inspection whenever any sign is being installed and before any concrete is poured, and a final inspection, which shall be required upon completion.

(f) Revocations. The community development director may deny or revoke a permit or approval requested or granted issued under the provisions of this chapter these regulations in any case where it is determined that if it is found that there has been any false statement, concealment

~~or misrepresentation as to any material fact in the application or plans on which the permit or approval was based~~ the application for the permit contains false or misleading information or that the permittee has violated any of the provisions of this chapter, unless the permittee, within 30 days after the receipt of notice by the community development department, corrects the false or misleading information or complies with the provisions of this chapter. Any person aggrieved by any action of the department in denying or revoking a license under this chapter may, within 30 days from the receipt of the notice, appeal the decision of the director to the circuit court in accordance with the rules of appellate procedure. A sign shall be removed by the permittee within 30 days after the date of revocation of the permit for the sign. If the permittee fails to remove the sign within the 30-day period, the town may remove the sign without further notice and without incurring any liability as a result of such removal.

(g) ~~Permit tag. Labels.~~ If a permit tag program is initiated by the community development department then for each permit issued, the town shall provide the applicant with a serially numbered permanent metal permit tag. The permittee is responsible for maintaining a valid permit tag on each permitted sign facing at all times. The tag shall be securely attached to the sign facing or, if there is no facing, on the pole nearest the highway; and it shall be attached in such a manner as to be plainly visible from the main-traveled way. The permit will become void unless the permit tag is properly and permanently displayed at the permitted site within 30 days after the date of permit issuance. If the permittee fails to erect a completed sign on the permitted site within 270 days after the date on which the permit was issued, the permit will be void, and the town may not issue a new permit to that permittee for the same location for 270 days after the date on which the permit became void. ▮ If a permit tag is lost, stolen, or destroyed, the permittee to whom the tag was issued must apply to the town's community development department for a replacement tag. Upon receipt of the application accompanied by a service fee established by resolution of the town commission, the community development department shall issue a replacement permit tag. A permit is valid only for the location specified in the permit. Valid permits may be transferred from one sign owner to another upon written acknowledgment from the current permittee and submittal of a transfer fee established by resolution of the town commission for each permit to be transferred. A permittee shall at all times maintain the permission of the owner or other person in lawful control of the sign site to have and maintain a sign at such site. ~~Every outdoor advertising structure or sign hereafter installed, constructed or maintained, for which a permit is required, shall be plainly marked with the name of the person, firm or corporation installing and maintaining such sign and shall have affixed thereon the number of the permit issued for said sign by the permit official. All permit tags must~~ Such label shall be visible from ground level.

Section 4. Chapter 70, Article III, Sections 70-61, 70-64, 70-66, and 7-67 of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

ARTICLE III. CONSTRUCTION AND ERECTION OF SIGNS.

Sec. 70-61. General provisions.

(a) All signs shall be constructed and erected in accordance with the standards and requirements of this article.

(b) Every sign shall be designed and constructed to withstand a wind pressure of not less than 50 pounds per square foot. The increase in stresses for short term loading shall not be applied to cantilevered projections, or where vibration or fluttering action can be anticipated.

(c) Letters, decorations and facings of signs shall be constructed of durable noncombustible materials as approved by the authority having jurisdiction.

(d) At any road intersections, visibility shall not be obscured by the construction, placement or maintenance of a structure wall, sign, fence, bench, berm, plant material, shrubs or any similar item. In order to provide a clear view of intersecting streets to the motorist, there shall be an area of clear visibility on the triangular portion of private property closest to two intersecting streets or the intersection of a driveway and a street. The following standards shall be met:

(1) Nothing shall be erected, placed, parked, planted or allowed to grow within this "clear visibility triangle" in such a manner as to materially impede vision between a height of two feet and ten feet above the grade, measured at the centerline of the intersection.

(2) The clear visibility triangle shall have two sides of not less than 25 feet in length with each side adjacent to the public right-of-way line. The third side shall consist of a line connecting the foregoing two sides.

(e) Any sign now or hereafter existing which no longer advertises a bona fide business conducted or product sold shall be taken down and removed by the agent, owner, tenant or person having the beneficial use of the building or land upon which the sign may be found, such removal to take place within a period of 30 days following cessation of the effective use of the sign or closing of business. Failure to remove such a sign shall subject the sign to removal and disposition pursuant to the provisions of this chapter.

~~unless extended by the town commission.~~

(1) The owner of the sign or a designated agent may request an extension of time from the community development director for removal of the sign if the structure is valued at more than \$500 and there is a reasonable expectation that a new property owner or lessee will make use of the existing structure. Any such structure/sign must comply with all regulations of the Town Code, any applicable development order approval, and must be properly maintained in accordance with the requirements of Section 70-4.

~~(f) No more than 25 percent of the total window area of each individual commercial business may be covered with signage or other opaque material such as display racks, merchandise or other items. Window signs shall be permanent, identifying or informative in nature and such signage shall be included when calculating the allowable square footage for the business.~~

(f) All freestanding, or wall-mounted signs over ten feet in height shall be internally (if lighting is utilized) lit, and signage less than ~~15~~ 10 feet in height shall provide lighting that in no manner blinds or shines on adjacent vehicular or pedestrian circulation. Appropriate light shields shall be utilized to ensure protection.

(g) All commercial buildings shall have, visible from the roadway, the address of such building, buildings or development which shall be a minimum height of six inches in lettering. Addresses on residential buildings shall be a minimum height of four inches.

(h) All changeable copy signage shall not exceed a maximum of 50 percent of the sign area, except that movie theaters shall be permitted 100 square feet.

~~(j) The number of signs shall be the number of noncontiguous sign faces. Multiple noncontiguous sign faces may be counted as a single sign if all the sign faces are included in the geometric figure used for determining the sign area. Where two sign faces are placed back to back and are at no point more than three feet apart, it shall be counted as one sign. If a sign has four faces arranged in a square, rectangle or diamond, it shall be counted as two signs.~~

(i) The height of a sign shall be measured as a vertical distance from the finished grade at the base of the supporting structure to the top of the sign, or its frame or supporting structure, whichever is higher.

(j) No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit or standpipe.

Sec. 70-64. Removal, repair or alteration.

(a) Any sign which was erected, operated, or maintained without the permit required by this chapter having been issued by the town, or is abandoned, insecure, in danger of falling, or otherwise unsafe in the opinion of the director, is hereby declared to be a public nuisance and a private nuisance, and shall be removed as provided in this section. Should any sign become abandoned, insecure, or in danger of falling, or otherwise unsafe in the opinion of the director, the owner thereof, or the person or firm maintaining the same, or the owner of the property upon which such sign exists, shall, upon written notice from the director, immediately in the case of immediate danger, and in any other case within ten days, secure the same in a manner to be approved by the director in conformity with the provisions of this chapter or remove such sign. If such order is not complied with, the director shall order the removal of such sign at the owner's expense. The town commission finds that, in view of the inexpensive nature of certain prohibited signs (snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on town property), and the administrative burden which would be imposed by elaborate procedural prerequisites prior to removal, the summary removal of such signs is warranted in order to further the town's objectives in regulating such prohibited signs. Therefore, the town's community development director is hereby expressly authorized to summarily cause the removal of any of the following prohibited signs: snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on city property when unlawfully erected and maintained and to immediately dispose of same. All other prohibited signs which have been unlawfully erected and maintained may be summarily removed in accordance with the summary procedure set forth in subsection (b) below. Signs and other structures that are not subject to the summary removal procedures as set forth herein or in subsection (b) below, may in the discretion of the community development director be removed in accordance with the procedures set forth in subsection (c) below, or the violations may be referred to the town's code compliance division for standard code enforcement action before the special magistrate.

(b) *Summary procedure.* If the community development director determines that snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on town property where unlawfully erected and maintained in violation of the provisions of this chapter, the director may have the sign summarily removed from the property by the town without any advance notice. After the summary removal of a sign pursuant to this section, the community development director shall attempt to notify either the occupant or owner of the property from where the sign was removed or if the sign identifies a person other than the property owner or occupant, said person shall be notified if possible, by either regular U.S. mail, in person and/or hand delivery, or by posting a notice on the property. The notice shall advise that the sign has been removed by the town, and that the sign may be retrieved from the town within 10 days of the date of the notice, and shall state the name and contact information for retrieval of the sign from the town. The notice shall further provide that, if the sign is not retrieved from the town within 10 days, it will be disposed of by the town. The

town shall dispose of all unclaimed signs after the expiration of the 10-day period. Persons retrieving signs from the town pursuant to this section, shall be required to reimburse the town for all costs incurred in connection with the removal and storage of the sign.

(b). *Alternative procedure.* If the community development director determines that a sign has been erected in violation of the provisions of this chapter, the director may as an alternative to the summary procedure set forth herein, utilize the following alternative enforcement procedures. The community director or his/her designee shall post on the sign face, a notice stating that the sign is illegal and must be removed within 10 days after the date on which the notice was posted. If the sign bears the name of the licensee or the name and address of the nonlicensed sign owner, the department shall, concurrently with and in addition to, posting the notice on the sign, provide a written regular U.S. mail notice to the owner, stating that the sign is illegal and must be permanently removed within the 10-day period specified on the posted notice. The written notice shall further state that the sign owner has a right to request a hearing, which request must be filed with the community development department within 15 days after the date of the written notice. However, the filing of a request for a hearing will not stay the removal of the sign. If, pursuant to the notice provided, the sign is not removed by the sign owner within the prescribed period, the town may immediately remove the sign without further notice; and the town's employees, agents, or independent contractors may enter upon the private property for the purpose of removing the sign. (d) Any entrance upon private property shall not constitute or be deemed a trespass or an act of conversion, and the neither the individuals authorized by the town to conduct the sign removal nor the town, shall incur any liability to the property owner, lessees and tenants, sign owner, or other person or entity as a result of the entrance onto the property. For purposes of this subsection, regular U. S. mail notice, hand delivery, or posting of the notice on the property from which the sign was removed, directed to the sign owner, constitutes sufficient notice. Notice is not required to be provided to the lessee, tenant, advertiser, the owner of the real property on which the sign is located, or any mortgagees. If, after a hearing before a special magistrate of the town appointed to conduct such hearings, it is determined that the sign was been wrongfully or erroneously removed pursuant to this subsection, the town, at the sign owner's discretion, shall either pay just compensation to the owner of the sign or re-erect the sign in kind at the expense of the town.

~~(b) The notice shall be in accordance with established procedure for legal notice to the owner, agent or person in control of such sign.~~

~~(c) The owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the director as provided hereinafter, and to appear before the code compliance board at a specified time and place to show cause why such person should not comply with such notice.~~

~~(d) In case the owner, agent or person in control of such sign cannot be found or if such owner, agent or person shall fail, neglect or refuse to comply with notice to repair, rehabilitate or remove the sign, the director, after ascertaining the cost of removal by competitive bidding procedures, shall cause such sign to be removed by the bidder of the lowest responsive bid. In the event of an emergency, the director may waive the competitive bidding procedures.~~

~~(e) The decision of the director shall be final in cases of emergency which, in the director's opinion, involve imminent danger to human life or health. The purpose, the director may at once enter such land on which it stands, or abutting land or structures, with such assistance and at such cost as the director may deem necessary.~~

~~(f) (e) The expenses of sign removal and storage shall constitute a lien of the town against the real property on which the sign was erected which lien shall be recorded filed by the town clerk in the public records of Palm Beach County and shall accrue interest at the statutory rate for~~

~~court judgments until paid in full. The town clerk shall file such lien in the county official record book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall date from the date of filing and recite the names of all persons notified and interested persons. Such municipal lien shall bear interest from such date at the rate of ten percent per annum for individuals and 15 percent for corporate owners and shall be enforceable as permitted by law.~~

~~Sec. 70-65. Reinspection.~~

~~(a) The director shall establish a schedule to inspect at such times as necessary, each sign or advertising structure regulated by this article for the purpose of ascertaining if it is insecure or in need of repair or removal.~~

~~(b) All signs or advertising structures as regulated by these provisions together with all their supports, braces, guys and anchors shall be kept in repair. The director may order the removal of any sign that is not maintained as set forth in the provisions of this section at the expense of the owner or lessee.~~

Sec. 70-65. Reserved.

Sec. 70-66. Stop work orders.

If the community development director determines that a sign is under construction or work is being performed on any sign for which a sign permit has not been issued as required under the provisions of this chapter, the director is authorized to require that all work on the sign cease until the sign owner shows that the sign does not violate the provisions of this chapter. The order to cease work shall be prominently posted on the sign structure, and no further notice is required to be given. The failure of a sign owner or the owner's agents to immediately comply with the order shall subject the sign to prompt removal by the town. Upon notice from the director that work is being performed on any sign or advertising structure contrary to the provisions of this chapter or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the condition under which work may be resumed. Where an emergency exists, no written notice shall be required.

Sec. 70-67. Violations.

Except as provided for in section 70-64, violations of this chapter shall be prosecuted by the town in code enforcement proceedings before the special magistrate for the town, through legal action in a court of competent jurisdiction hereby the town may seek all available and appropriate legal and equitable relief from the violator, enforced by the code compliance board or as provided in section 9-71(e), with all available remedies to the town to be non-exclusive. The code compliance board special magistrate may order the removal of a sign at the sign owner's or property owner's expense, if the sign is found in violation of these regulations, and/or the storage of the sign or the disposal of the sign by the town, with the violator to pay all associated administrative costs incurred by the town.

Section 4. Chapter 70, Article IV, Sections 70-101, 70-102, 70-103, 70-104, 70-105, 70-107, and 70-108, of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 70-101. Exempt signs.

The sign permit requirements of provisions of this chapter shall not apply to the following signs:

- (1) Any sign which is located completely within an enclosed building and which is not visible from outside the building, and any sign which is so located that it is not visible beyond the boundaries of the lot or parcel on which it is located or from any public thoroughfare, except, however, that signs within a shopping center shall be subject to review and approval pursuant to site plan review;
- (2) Traffic signs of any public or governmental agency;
- (3) Any identification of any official public office, notices thereof, or any flag, emblem or insignia of the nation, a unit of government or public school;
- (4) Any grave marker, headstone, memorial statue or other similar remembrances that are noncommercial in nature;
- (5) Works of art, ornamental figurines and the like, both two-dimensional and three-dimensional, used for decorative purposes and not related to the operation of a commercial enterprise with a commercial enterprise;
- (6) Temporary decorations or displays celebrating the occasion of traditionally accepted patriotic or religious holidays and limited to 90 days, refer to section 70-107(f);
- (7) Signs on a truck, bus, trailer or other vehicle which is maintained and operated for normal business purposes other than the display of such a sign on a lot;
- (8) Names and addresses on postal boxes;
- (9) Residential address numbers;
- (10) Names of newspapers and similar publications on their respective delivery boxes;
- (11) The posting of privately owned land and/or buildings or structures against trespass, hunting, fishing, swimming or any other activity, and/or the warning of any person against any danger, hazard or condition pertaining to such land and/or buildings and structures;
- (12) The flying of individual national, state or town flags attached to permitted freestanding poles mounted on the ground, limited to one flag of each type and a total of three, provided that such flags shall not be used for commercial promotion;
- (13) Cornerstones, memorial tablets and similar markers made of masonry, bronze and other noncombustible and durable material and used to indicate, without advertising matter, information relating to the development of the facility on which they are located such as those involved in planning, financing and construction of buildings;
- (14) Historical signs and markers designating places of historical significance;
- (15) Directional markings, entrance and exit locators, traffic warnings, lane and stall markings, parking and loading area reservations and restrictions, and similar information when painted on or otherwise affixed to pavement, curbs or wheel stops;
- (16) Any informational sign, not exceeding six square feet, identifying an institutional use. Such sign may be located in public right-of-way subject to engineering approval;
- (17) Legal notices and official instruments;

- (18) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights;
- (19) Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper racks, telephone booths and gasoline pumps;
- (20) Advertising and identifying signs located on taxicabs, buses, trailers, trucks or other vehicles;
- (21) Public warning signs to indicate the dangers of trespassing, swimming, animals or similar hazards;
- (22) Signs with a noncommercial message carried by a person;
- (23) Religious displays as permitted by law;
- (24) Land-based nautical flags, shapes or pennants used in conjunction with water dependent uses;
- (25) "For Sale" signs on personal vehicles provided such signs are not larger than four square feet in size and limited to one such sign and one vehicle per lot.
- (26) Off-premises signs on town property subject to prior written approval by the town manager or the town manager's designee and subject to any rules adopted by resolution of the town commission which rules may address such matters as time, place, size, fees, maintenance and, to the extent permitted by law, the content and message and other matters appropriate to the location and purposes of the sign.
- (27) ~~Event~~ B banners on town property and banners on private property; provided banners on private property must be in conjunction with town-sponsored events; provided further that all banners are subject to prior written approval by the ~~town manager or the town manager's designee~~ community development director and subject to any rules adopted by resolution of the town commission which rules may address such matters as time, place, size, fees, maintenance and to the extent permitted by law, the content and message and other matters appropriate to the location and purposes of the banner.
- (28) Any sign listed in section 70-32(a) which is not included in this section.

Sec. 70-102. Prohibited signs and related equipment.

It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign not expressly authorized by, or exempted from this section, ~~regulation~~. The following signs, sign structure, and related equipment shall not be permitted, erected or maintained in the town:

- (1) Signs which incorporate any flashing, intermittent illumination; rotating, revolving, oscillating or moving signs; except that this section shall not be deemed to prohibit signs which state time and/or temperature information and which incorporate moving or exposed incandescent light bulbs with a time and/or temperature sequence span of four to eight seconds in commercial and industrial zoning districts;
- (2) Banners, pennants, spinners, balloons and streamers, except as permitted by any of the provisions contained herein. For the purposes of this section, banners, pennants, streamers, spinners and balloons shall be any such objects with or without lettering or other specific identification or advertising information or graphics;
- (3) String lights used on commercial premises except as permitted by these regulations in 70-107. ~~the town commission for temporary purposes such as holidays~~;
- (4) Any sign which has any visible moving parts, visible revolving or rotating parts, or visible mechanical movement of any description or other apparent visible movement

achieved by electrical, electronic or mechanical means, including intermittent electrical pulsations or action of normal wind current;

(5) Any sign or sign structure which is structurally unsafe, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment, or which is not kept in good repair, or is capable of causing electrical shocks to persons or other living beings that are likely to come into contact with it;

(6) Any sign, which obstruct free ingress to or egress from a required door, window, fire escape or other required exit way or otherwise presents a life-safety hazard;

(7) Any sign which uses the ~~makes use of~~ words such as "Stop," "Look," "Danger" or any other words, phrases, symbols or characters in such a manner which presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or imitation of official signs, or otherwise may have the effect of as to interfere interfering with, misleading or confusing ~~confuse~~ vehicular and/or pedestrian-traffic;

(8) Any sign, which was or is unlawfully installed, erected or maintained in violation of the requirements under the terms of this article ~~these regulations;~~

(9) Any portable sign not permanently affixed to the ground, or to a building, or to another structure which is also permanently affixed to the ground so as to withstand the wind load and other requirements of the Florida Building Code, the town code, and any other applicable rules and regulations of any state, local, or federal government or agency, in accordance with the requirements of this chapter. A sign which is affixed to a truck, bus, trailer or other vehicle which has as a primary purpose the display of such a sign on a lot shall be considered to be a portable sign and shall be prohibited. However, a sign which is affixed to a truck, bus, trailer or other vehicle which such vehicle is maintained and operated primarily for business purposes other than the display of such a sign on a lot, shall not be considered to be a portable sign, but shall be considered to be an exempt sign; ~~pursuant to section 70-101(20);~~

(10) Any sign attached to or painted on a standpipe, gutter drain, fire escape, television antenna, satellite dish or any similar accessory structure;

~~(11) Any sign within 50 feet of any residential district boundary line unless such design is completely screened from the residential district by a building.~~

(11) Any sign which is supported by visible angular bracing members, guy wires or cables, or any sign that is served by visible electrical conduit;

(12) Any sign which would project into any public right-of-way, or other accessway, or a the visibility triangle, or is placed in any curve or in any manner that may prevent persons using the streets, roads, highway and other public rights-of-way, from obtaining an unobstructed view of approaching vehicles, as set forth in section 70-61(d);

(13) Any wall-mounted sign located on the exterior of a building which would project more than 18 inches therefrom, except as provided for in section 70-103;

(14) Any sign located so as to impair access to a roof;

(15) Any sign, which would projects above the height, ~~as, defined by this chapter,~~ of the building roofline, except that a sign may be mounted on a parapet wall provided that the sign does not extend above the parapet wall;

(16) Any sign mounted on the roof of a building behind the front facade;

(17) Any sign, which emits a sound, odor or disturbing effects which creates a nuisance; ~~visible matter;~~

(18) Any sign erected in or on the waters of Lake Worth or South Lake;

- (19) Any signs made of any material (including paper, cardboard, wood and metal) when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to, affixed, fastened, or painted on trees, utility poles, fences or other similar objects;
- (20) Unauthorized signs on property owned by or under the control of the town;
- (21) Any addition and/or enlargement or other alteration of an existing sign unless such addition and/or enlargement or other alteration has been approved by issuance of a new sign permit by the town; in conformance with this regulation;
- (22) Any billboard or off-premises sign;
- ~~(24) Any sign which contains or consists of a three dimensional sculptural figure which is an emblem of the business to which it is accessory or which represents products manufactured or sold by such business;~~
- (23) Signs that are in violation of Chapter 479, Fla. Stat., as amended from time to time, the Florida Building Code, or the electrical code, and any other technical codes adopted by the town;
- (24) Any sign, which the that, in the opinion of the director, has reasonably determined does or may will constitute a safety hazard, or which is insecurely erected or fastened, or which is in an unsightly condition;
- (25) Blank temporary signs; ~~and~~
- (26) Pole signs;
- (27) Any other sign not specifically authorized by this chapter.

Sec. 70-103. Permitted signs.

1. Residential signage

(a) ~~Residential-unit~~ *nameplate signs.* Signs with one or two faces and wall-mounted signs with one face that identify a house, apartment, or individual buildings in a multi-family complex shall be permitted subject to the following restrictions controls:

- (1) Permitted content: The name of the occupant or the building name, and the address of the residential unit to which the sign is accessory. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.
- (2) Maximum area: One square foot per face.
- (3) Maximum number: One per individual dwelling unit. Building units may have up to four such signs if needed to be identified from separate entrances or parking lots for the buildings as determined by the community development director
- (4) Location: On the same lot as the residential unit or building which the sign identifies.
- (5) Maximum height:
 - a. Freestanding, four feet;
 - b. If wall-mounted, no higher than the wall on which it is mounted.

(b) *Residential development permanent identification signs.* Signs with one or two faces that identify the development or complex shall be permitted subject to the following restrictions controls:

- (1) Permitted content: The name, logo, and address (if applicable) of the residential development may be identified. Types of residential developments, which may be so identified, include subdivisions, condominiums, cooperatives, planned unit

developments, and apartments. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum area: Sixteen square feet per face or 32 square feet if only one sign face per entrance is displayed.

(3) Maximum number: ~~Two~~ One double faced sign per entrance to the development or two single faced signs if the sign faces are detached and are positioned on each side of the entrance as determined necessary by the community development director.

(4) Location: Within 100 feet of the entrance of the development which it identifies.

(5) Minimum setbacks:

- a. Twenty feet from the lot line of any property located outside the development;
- b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet if one or more sign faces not placed parallel to street;
- c. In an intersection of a street with other streets and with access drive, as required by section 70-61(d).

(6) Maximum height:

- a. If freestanding, four feet;
- b. If wall-mounted, no higher than the wall on which it is mounted.

(7) The town's code compliance division shall regularly inspect signage on residential development for compliance with the requirements of this section, and may take appropriate enforcement action to obtain compliance. It shall be the responsibility of the director shall ensure that such signs shall be maintained perpetually by the developer, property owner, the owner of the sign, the community association a pertinent owners' association, or any some other person or entity responsible for the maintenance of the particular residential property on which the signage is located such as a property maintenance company to ensure compliance with the requirements of this section. If the signage is in violation of this section and is not corrected upon notification by the town, the town may remove and dispose of the illegal signage in accordance with the provisions of section 70-64. who is legally accountable under a maintenance arrangement approved by the review authority. If no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for maintenance, the signs shall be removed by the developer or owner.

(j) (c) *Temporary & Garage sale and yard sale signs.* Signs with one or two faces, and wall-mounted signs with one face shall be permitted subject to the following restrictions ~~controls~~:

(1) Permitted content: Type of sale, the address, dates and hours of the sale, directional information and other related information.

(2) Maximum area: Four square feet per face.

(3) Maximum number: Not more than one per lot, per street side, nor ~~three~~ four per sale.

~~(4) Location: Only on lots where the property owner has given permission.~~

~~(5) Minimum setbacks:~~

- ~~a. Twenty feet from the lot line of another lot;~~
- ~~b. In an intersection of a street with other streets and with access drives, as required by section 70-61(d).~~

(6) Maximum height:

- a. If freestanding, four feet;
- b. If wall-mounted, no higher than the wall on which it is mounted;

(7) Illegally placed ~~temporary~~ signs shall be removed by the town, or at the expense of the property owner and/or the sign owner and/or the individual responsible for the illegal placement.

(8) A ~~temporary~~ garage sale or yard sale sign ~~shall not be placed within a public right-of-way.~~ may be placed in the swale on the day of the sale only.

(9) All such signs shall be removed within ~~24~~ 12 hours of the sale. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs. a \$25 fine, per sign.

(10) The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64.

2. Parking and Directional Signage.

(e) (a) *Parking area identification signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following ~~restrictions~~ controls:

(1) Permitted content: Designation of entrance and exit points, including directional arrows.

(2) Maximum area: Four square feet per sign face.

(3) Maximum number: ~~One per entrance and exit~~ As determined to be reasonably necessary by the community development director.

(4) Location: On the same lot as the parking area to which it is accessory.

(5) Minimum setbacks:

a. Two feet from lot line of another lot;

b. Five feet from a public right-of-way;

c. Placement within the clear visibility triangle is strictly prohibited.

(6) Maximum height:

a. Low freestanding, four feet;

b. Twelve feet if wall-mounted.

(f) (b) *Parking area instructional and related signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following ~~restrictions~~ controls:

(1) Permitted content: The direction of traffic flow within a parking or loading area, areas where no parking is permitted, identification of parking spaces reserved for other specific groups or for individuals, and other similar information.

(2) Maximum area: Not larger than is necessary to be visible to motorists on the site where they are located and subject to site plan approval.

(3) Maximum number: As determined to be reasonably necessary by the community development director in order to regulate traffic flow, parking, loading, handicapped and reserved parking, and subject to site plan approval.

(4) Location: On the same lot as the parking and other vehicular circulation areas to which the sign is accessory.

(5) Minimum setbacks:

a. From the lot line of another lot subject to development approval;

b. From the public right-of-way is subject to development approval;

(6) Maximum height:

- a. If wall-mounted, no higher than the wall on which is mounted;
 - b. If freestanding, six feet.
- (c) *Directional signs.* Directional signs are limited to four feet in height and ~~limited to~~ four square feet, giving directions to motorists regarding the location of parking areas and access drives shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.

3. Temporary Signage

(a) *Temporary signs erected during the ~~accessory to development~~ stage of residential and nonresidential uses.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions ~~controls~~:

- (1) Permitted content: Identification of homes or home sites, condominiums, apartments, for sale, rent, or lease in a residential development under construction, and/or identification of nonresidential development under construction. Signs may include identification of developers, contractors, architects, engineers, real estate agents and other related information.
- (2) Maximum area: Two hundred square feet per face.
- (3) Maximum number: One per 500 feet or fraction thereof of each street frontage.
- (4) Location: Within 100 feet of the entrance to the development, which it identifies, or in another suitable location as determined by the community development director.
- (5) Minimum setbacks: Twenty feet from lot line of any property located outside the development.
- (6) Maximum height: Twelve feet.
- (7) Prior to the ~~Upon final~~ issuance of a certificate of occupancy of a completed residential or nonresidential structure, all such signs shall be removed.
- (8) Illegally placed temporary signs shall be removed by the town at the sole expense of the property owner, and/or sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (9) Maximum height of 12 feet and minimum of 20 feet from the public right-of-way. Such distance and height may be altered if unique physical conditions exist as determined by the community development director.

(b) *Temporary real estate signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted only for the purpose of advertising the land or building for sale, rent or lease, and shall relate only to the premises upon which the sign is located. No sign permit shall be required for ~~such~~ temporary residential real estate signs that do not exceed six square feet. However, such signs shall be subject to the following restrictions ~~controls~~:

- (1) Permitted content: The name, logo, address and telephone number of the real estate agent or owner, offering the property on which it is located for sale, lease, or rent and other related information.
- (2) Maximum area:
 - a. For residential uses, six square feet per sign;
 - b. For nonresidential uses, ~~32~~ 16 square feet per sign face.

- (3) Maximum number:
 - a. One residential sign per lot. In addition, during an open house one additional open house sign may be displayed during the hours of the open house only. In no case may an open house sign be displayed for more than two days in any given week.
 - b. One non-residential real estate sign per 500 feet or fraction thereof of each street frontage.
- (4) Location: On the lot advertised for sale.
- (5) Minimum setbacks:
 - a. Twenty feet from the lot line of another lot and five feet from a public right-of-way;
 - b. In an intersection of a street with other streets and with access drives, as required by section 70-61(d).
- (6) Maximum height: Six feet.
- (7) Time limit: Signs advertising the sale, lease or rental of vacant land shall be removed immediately upon the sale, lease or rental of the property, or such land. Other s Signs permitted pursuant to this section shall be removed within six months from the issuance of a temporary sign permit unless such sign permit is properly renewed. certificates of occupancy to 90 percent of the residential units and/or 90 percent of the leasable or saleable floor area of the development to which they are appurtenant is sold, rented or leased to any purchaser or lessee other than the original developer.
- (8) Real estate signs shall not be placed within public right-of-way.
- (9) Illegally placed temporary signs shall be removed by the town or at the sole expense of the property owner, sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (10) Temporary real estate signs are not permitted for businesses engaged in the rental or lease of facilities on an ongoing basis.

(c) *Temporary political signs pertaining to specific elections.*

- (1) Permitted content: Any message urging the election or defeat of any candidate seeking any political office, or urging the passage or defeat of any ballot measure, advertising a candidate, or stating a position regarding an issue upon which the voters of the town will vote.
- (2) Maximum area: The maximum area for a temporary political sign shall be four square feet.
- (3) Maximum number: One sign on each street side of any residential or commercial property for each candidate or ballot item; for a total of no more than four such signs per property.
- (4) Location: Only on lots where the property owner has given permission. The placing of temporary political signs anywhere on public property is prohibited. Temporary political signs located on public property shall be deemed to be public property and shall be summarily removed by the town.
- (5) Maximum height:
 - a. If freestanding, three feet;

- b. If wall-mounted, no higher than the building wall on which it is mounted.
- (6) Time limit: Signs permitted pursuant to this section shall be installed no sooner than 30 days prior to an election and shall be removed within 48 hours after the day of the election to which the sign may apply.
- (7) Permit requirements: No permit required.
- (8) A temporary political sign shall not be placed within a public right-of-way.
- (9) Candidates shall be held responsible for the size and placement of political signs. An illegally sized or placed temporary political sign may be removed by or at the expense of the political candidate responsible for the illegal placement. An attempt to notify such candidate by phone to remove the sign may be made. A notice shall be posted on or near the noncomplying sign which advises as to the manner of noncompliance and shall allow one day to comply. If said sign is not removed within that time, the town may utilize the provisions of section 9-71, alternative code enforcement procedures and standards, and issue a citation if the sign is not removed within the 24 hours. For purposes of this section, the citation shall be issued to the candidate whose sign is deemed illegally sized or placed. Further, for purposes of the notice requirements of section 9-71, 24 hours notice as provided above shall be considered reasonable.

(d) *Temporary signs for special noncommercial events of public interest.* All types of signs announcing and promoting special noncommercial events of public interest may be established pursuant to a special event sign plan submitted by the sponsor of the event and provided that no such signs shall be placed more than 15 days prior to the beginning of the event and provided further that all such signs shall be removed within 48 hours after the event. Special event sign plans shall be approved by the director prior to the issuance of a permit under the provisions of this section.

(e) Temporary signs for commercial special events. Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc. shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than 7 consecutive days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in section 70-102(9). Application for temporary event signage must be accompanied by a special event application.

- (1) Permitted content: any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related information.
- (2) Maximum number: One per 500 feet or fraction thereof of each street frontage.
- (3) Location: only within the boundaries of the event site.
- (4) Minimum setbacks: five feet from any property line.
- (5) Maximum height: Twelve feet or 5 feet below the highest point on the building façade which ever is higher.
- (6) Upon completion of the event, such sign shall be removed. In no case shall a temporary event sign stay in place longer than 7 consecutive days with the exception of grand opening or business change signage as provided for in Section 70-103 3. (r).
- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein or at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount

established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.

(8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.

(9) All temporary signage must be professionally produced.

(r) *Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business.* Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than 60 days commencing immediately upon the opening of a new business or the change of ownership of an established business. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in section 70-102(9). Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.

(f) *Temporary Construction signs.* A construction sign shall be permitted only while construction is actually in progress and shall be removed within 30 days following completion or abandonment of work. Such signs shall not exceed 32 square feet per sign face in area with an aggregate area of 64 square feet. One sign per company is permitted per construction site. ~~No permit shall be required for such temporary construction signs.~~ Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.

(g) *Temporary signs preceding the installation of permanent signage.* In the event that an existing sign needs replacement or repair ~~changing~~ and a replacement sign or the required repairs are ~~new sign~~ is not available at the time the old sign is taken down a temporary sign may be used in place of the old sign for a period not to exceed 45 consecutive days. Any such sign must be approved and permitted by the community development department prior to being erected and must be located in the same area as the sign that was removed. ~~placed.~~

4. Miscellaneous Signage

(a) *Bulletin board for houses of worship.* In addition to signs permitted pursuant to this section, freestanding bulletin boards with one or two faces and wall-mounted bulletin boards with one face shall be permitted for houses of worship subject to the following restrictions ~~controls~~:

(1) Permitted content: Any information related directly or indirectly to the activities of the house of worship. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

- (2) Maximum area: Twenty square feet per face.
- (3) Maximum number: One per lot.
- (4) Location: On the same lot as the use to which it is accessory.
- (5) Minimum setbacks:
 - a. Twenty feet from the lot line of another lot;
 - b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet if one or more sign faces not placed parallel to street;
 - c. In an intersection of a street with other streets and with access drives, as required by section 70-61(d).
- (6) Maximum height: Six feet.

(b) *Signs on a marquee.* Notwithstanding the limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on marquees subject to the following restrictions limitations:

- (1) The sign shall be affixed flat to the face of the marquee, projecting not more than three inches there from;
- (2) The sign shall not extend above or below the structure of the marquee;
- (3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the marquee projects; and
- (4) All signs on a marquee for a building which contains more than one occupant shall be the same size and shape.

(c) *Signs on a canopy or awning.* Notwithstanding limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on canopies and awnings subject to the following restrictions limitations:

- (1) ~~The sign shall indicate only~~ Permitted content shall be include the name or logo of the building, or the name or logo of the principal occupant of the building, the address and telephone number; words describing the nature of the business provided that the letters are 50% or less of the height of the letters depicting the name.
- (2) The sign shall be professionally painted or printed directly on the canopy or awning;
- (3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the canopy or awning projects.

(d) *Time and temperature signs.* Signs giving time and temperature information shall be permitted when attached to or made part of an otherwise permitted sign and shall be limited to the display of time and temperature in commercial and industrial zoning districts only. Such signs shall not be larger than 25 percent of the permitted area of the sign to which they are attached. Such signs shall be counted as part of the permitted area of the sign to which they are attached.

(e) *Menu Board Signs.* Signs in a menu type format for the display of the type and price of food and beverage sold at a restaurant. Sign shall be mounted no higher than six feet from the ground on a wall, in a window, or on a pole and be a maximum of four square feet in size. .A-Frame style signs are prohibited.

5. Commercial/Non-residential Signage

~~(e) *Identification signs for nonresidential uses.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following controls:~~

~~(1) *Permitted content:* The name, logo and address of the building to which the sign is accessory; the name, logo, address of occupants of the building and other related information. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.~~

~~(2) *Maximum area:* Two square feet for a one face sign or two square feet for each face of a two face sign.~~

~~(3) *Maximum number:* One per lot.~~

~~(4) *Location:* On the principal structure of the use to which it is an accessory unless the said structure is more than two feet from the nearest right of way, then on the same lot as the use which the sign identifies.~~

~~(5) *Minimum setbacks:*~~

~~a. Twenty feet from the lot line of another lot;~~

~~b. Fifteen feet from a public right of way, if all sign faces placed parallel to street, and 20 feet if one or more sign faces not placed parallel to street;~~

~~c. In an intersection of a street with other streets and with access drives, as required by section 70-61(d).~~

~~(6) *Maximum height:*~~

~~a. Low freestanding, four feet;~~

~~b. If wall mounted, no higher than the wall on which it is mounted.~~

(a) *Wall-mounted signs in commercial and mixed commercial and light industrial districts.*

(1) *Content:* The name, logo and address of the business to which the sign is accessory and other business related information. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) No sign shall be mounted at a distance measured perpendicular to the surface of a building greater than 18 inches from the surface of the building to the face of the sign. The total square footage of all wall signs on any front wall shall not exceed in surface area or sign area 1 1/2 times the length of the exterior wall of the individual business establishment to which it is attached.

(3) For side and rear wall signage:

a. Side wall or rear wall signage shall not exceed 50 percent of the maximum square footage of allowable sign as calculated pursuant to subsection (2) of this section.

b. Side wall or rear wall signage adjacent to residential parcels shall not exceed 25 percent of the maximum square footage as calculated pursuant to subsection (2) of this section.

(4) There shall be a minimum separation of three feet between wall signs. No wall sign shall cover wholly or partially any required wall opening.

(5) No projecting sign may be erected on a wall containing a wall sign.

(6) Signs located on the building shall be considered wall signs. The maximum height of a wall sign shall be six inches below the roof at the location of the sign.

(7) No ~~w~~-Wall signs shall may be painted directly onto the building provided it meets the following standards:

- a. The sign shall be painted by a professional sign painter.
- b. A full color rendition of the painted sign must be approved by the community development director prior to issuance of the permit.
- c. The sign must contain a logo or other graphic elements in addition to the name and address and shall be in proportion to the existing/available sign space and harmonious in design.

(8) Auto repair and similar facilities may have one wall sign up to 6 square feet per garage door bay identifying the function of the bay (e.g. brakes, batteries, air conditioning, etc.). Banners are prohibited.

(b) *Freestanding sign in commercial and mixed commercial/light industrial districts.*

(1) Permitted content: The name, logo and address of ~~each~~ the building occupant. Only one such freestanding sign shall be permitted per building. In addition, signs permitted pursuant to this section may contain any business related noncommercial message which has not been declared by a court of a competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum sum total area of freestanding signs along front street: One square foot for every 1 1/2 feet of front street frontage of the lots on which located.

(3) Minimum setbacks:

- a. Five feet from any public right-of-way line;
- b. Eight feet from utility electrical transmission lines;
- c. In an intersection of a street with other streets and with access drives, as required by section 70-61(d);
- d. There shall be a minimum of a 48-foot separation between signs, including between signs on adjacent parcels, except that all parcels shall be entitled to at least one freestanding sign, unless prohibited by other sections of this code.

(4) Multiple signs: More than one freestanding sign shall be permitted per street frontage if all above provisions are met.

(5) Maximum height: ~~Thirty~~ Ten feet above ground where located except as noted below.

(6) Multi-store/unit complexes where two or more businesses are located in a single building or within attached buildings or within a cluster of buildings sharing a common vehicular entrance and exit shall be allowed a site identification sign with a maximum height of 14 feet. The sign may display the name of the complex. Individual businesses within the site or complex may be identified by a sign appendage not to exceed 12 square feet. Variations in size and design may be approved by the community development director only when a sign plan is submitted for all business units in the complex. Signs in the complex must be harmonious throughout the entire complex in some manner such as but not limited to, background board, trim, mounting brackets, color, architectural design, etc.

(7) Monument signs shall have a solid base with such base having a minimum width of 6 feet. The monument sign bases shall be constructed of materials that are different from the sign face. Such bases shall have texture and relief.

7. Pole and pylon signs are prohibited.

(c) Automobile and boat signage at a dealership. Signs placed on stationary automobiles or boats on the grounds of a dealership for the purpose of advertising them for sale or lease.

(1) Permitted content: any information related directly to the sale of the vehicle; the signage may include information about price, year of manufacture, special sale, etc.

(2) Placement Area: signage may ONLY be placed on the front, side or rear window of a vehicle or a boat. Open hood/door/trunk/signage is prohibited.

(2) Maximum area of sign: the size of the sign shall be limited to 50% of the window area to which it is attached

(3) Maximum number of signs per vehicle or boat: one sign (vehicle prep sheets are exempt).

(4) Signs or other attachments designed to draw attention to the vehicle or boat may not extend or protrude beyond the plane of the window. (American Flags are excluded from this requirement).

(5) Pennants, balloons and other such items intended to attract attention to the merchandise is prohibited.

(d) Gasoline price and essential directional signs for service stations in addition to identifying signage.

(1) Gasoline price signs: One street side gasoline price sign shall be permitted per gasoline station to provide the price of gasoline only and shall be attached to permanent structures. The sign shall not exceed 16 square feet in area per side. The sign shall be affixed to a permanent sign structure or to a building and shall not be located closer than 20 feet to any side property line. The price sign shall not be included in the total area of signage otherwise permitted.

(2) Essential directional signs: Signs providing information needed for motorists to locate the proper service station pump site shall be permitted. Such signs shall include those identifying the type and price of fuel sold at individual service station-pumps, the location of full service and self-service pump islands and other similar information. Such signs shall be of a size which can be seen by motorists once on the site but shall not be sized to attract attention of motorists on public rights-of-way.

(e) Window Signs. Signs placed in or on a window, and which include plastic signs, signs made of vinyl letters, painted or neon signs, signs that are painted on, applied to, attached to, or projected upon or within the exterior or interior of a building glass area, including doors, or located within 15 feet of the interior of a building glass area, including doors, or any interior illuminated signs or exposed unshielded light source.

(1) Permitted content: Business name, logo, address, telephone number, signs denoting hours, open or closed, credit cards or a similar message that provides a customer with information about the store's operation and messages regarding goods and services for sale.

(2) Maximum area of sign: the size of the sign(s) shall be limited to 25% of any single window panel or pane to which it is attached and shall be included with all other business signs when calculating the allowable square footage for the business.

(3) Stand alone lettering shall be discouraged. Lettering that incorporates graphic elements, borders, backgrounds shall be encouraged. Placement and design must be consistent, harmonious, and unified throughout all windows.

(4) Paper, cardboard and hand-written signs are prohibited.

(1) No structural alteration, enlargement or extension shall be made to a legal nonconforming none complying sign unless the structural alteration, enlargement or extension will result in the elimination of the nonconforming none complying features of the sign.

(2) No sign shall be moved in whole or in part to any other location where it would remain nonconforming none complying.

(3) If a legal nonconforming none complying sign is damaged or destroyed by any means except for intentional damage by the sign owner, to the extent that of 50 percent or more of its replacement value the repair value exceeds \$500.00 at the time of the damage, the sign may not be rebuilt or used thereafter unless it complies with conforms to all of the provisions of this section. Damaged nonconforming none complying signs which may not be reconstructed or repaired under the terms of this section shall be removed within 20 days after the damage or destruction occurs. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs. In the event the damage or destruction is less than 50 percent of its replacement value at the time, the sign may be rebuilt to its original condition and may continue to be displayed, provided however that all nonconforming signs must be replaced with a conforming sign on or before July 1, 2013.

(4) Normal maintenance of legal nonconforming none complying signs, including necessary nonstructural repairs and incidental work, which does not extend or intensify the nonconforming none complying features of the sign, shall be permitted.

Sec. 70-105. Computation of sign area.

(a) Computation of sign area and number.

(1) The area of sign permissible for each classification of sign as herein set forth shall include all areas of the sign containing informational and/or directional wording or symbols, and shall include the background area of the wording or symbols. ~~as measured by inscribing a continuous line around all the letters or symbols contained thereon.~~

(2) Computation of sign area for signs not covered by section 70-103 and this section and except as provided in subsections (b) and (c) of this section shall be the area of each face of a sign including the area of the smallest circle, triangle or parallelogram which contains all content, background and structural elements of the sign.

(3) In computing the area of a sign background, only that face or faces which can be seen from any one direction at one time shall be counted.

(4) The number of signs shall be the number of noncontiguous sign faces. Multiple noncontiguous sign faces may be counted as a single sign if all the sign faces are included in the geometric figure used for determining the sign area. Where two sign faces are placed back to back and are at no point more than three feet apart, it shall be counted as one sign. If a sign has four faces arranged in a square, rectangle or diamond, it shall be counted as two signs.

(b) Certain support structures exempted from computation of area of freestanding signs. The area of each face of a freestanding sign shall be computed as described herein except that individual support structures shall not be considered to be part of the sign if they:

- (1) Support structures which are part of a decorative landscape wall or screen wall shall not be considered to be part of the sign; and
 - (2) Do not contain letters, symbols or other sign content.
- (c) *Determination of the number of signs.* Any collection of sign content, background and structure may be considered to be one sign face if the area of said sign face is measured as only one circle or only one triangle or only one parallelogram, provided that the area measured conforms to the maximum sign area requirements of these regulations.

Sec. 70-106. Illumination of signs.

- (a) Except as otherwise provided herein, signs shall be illuminated only as follows:
 - (1) By lights placed inside a cabinet sign with an opaque background and translucent copy;
 - (2) By lights placed inside individual pan-channel letters with a translucent face;
 - (3) By "halo" lights placed behind individual reverse pan-channel letters;
 - (4) By lights which are directed to shine directly on the sign, however, such lights shall be directed and/or shielded so as not to shine directly onto neighboring property or the eyes of passing motorists;
 - (5) By exposed incandescent bulbs for signs which give time or information.
- (b) In all cases, sign lighting may not be designed or located to cause confusion with traffic lights and illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

Sec. 70-107. Exterior architectural lighting.

~~(a) *Definition.* The term "exterior lighting," as used in this section, shall mean any variety of lighting forming an integral part of a building. Such lighting shall meet the following requirements and shall be subject to final approval by the town commission.~~

~~(a) (b) Restricted to Permitted in commercial and industrial zoned districts only. Exterior lighting employing strip neon lighting outlining or illuminating a building or portion thereof shall be permitted only in commercial and commercial/light industrial zoned districts.~~

~~(b) (e) *Height from ground.* All bare tubing for exterior lighting employing strip neon shall be mounted no less than eight feet in height from the ground or surface adjacent to the wall or surface for which it is mounted to prevent access to the exposed lighting fixture.~~

~~(c) (d) *Prohibitions.* Exterior lighting shall not:~~

- (1) Flash, revolve, flutter or be animated;
- (2) Project into or over any public street right-of-way including the sidewalk;
- (3) Obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress;
- (4) Violate the purpose, intent and objectives of this chapter ~~or of the sign code~~ through improper maintenance, abandonment, neglect or being in a dilapidated or hazardous condition, as determined by reference to the Florida Building Code and the National Electrical Code as adopted by the town code;
- (5) Constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, glare or method of illumination, or by obstructing or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections of access facilities; or

(6) Obstruct the vision of pedestrians.

(e) Sign Permit requirement. It shall be unlawful to erect, construct, install or structurally alter exterior lighting without first obtaining a sign permit as required by this chapter. ~~pursuant to this section.~~ Illuminated lighting, including strip neon lighting identifying a business, establishment or activity by name, symbol, figure or lettering, shall be considered a sign, and the property owner ~~person responsible~~ shall be responsible for compliance ~~comply~~ with all sign permit requirements and regulations. ~~and obtain a sign permit.~~

(f) Seasonal lighting. Traditionally accepted seasonal or patriotic exterior lighting displays shall not be illuminated in excess of a total of 90 consecutive days during a calendar year.

~~Sec. 70-108. Reinspection.~~

~~The community development director shall cause to be inspected, at such times as the director deems necessary, each sign or advertising structure regulated by this chapter for the purpose of ascertaining if the sign is secure or in need of repair or removal. A reinspection fee of \$35.00 as set by the Town Commission will be paid by its owner or lessee.~~

Section 5. 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 6. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

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

TAB 10

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: August 6, 2008

Agenda Item No. *Tab 10*

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input checked="" 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 type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: The Ordinance for your review and approval amends Town Code, Chapter 18, Article IV, Sections 18-120 through 18-127 inclusive, pertaining to the issuance of Special Events Permits by the Town, to make minor changes to the existing permitting procedure, including but not limited to: (1) eliminating the existing requirement of the joint review of special event permit applications by both the Town Manager and the Community Development Director, and delegating the sole discretion for the review and approval of the permit to the Community Development Director, (2) limiting the number of special event permits issued by the Town to not more than four (4) permits per calendar year, (3) creating new Section 18-120 to be entitled "Purpose" and (5) making other minor clerical revisions.

RECOMMENDED MOTION: Motion to approve the Ordinance on First Reading.
Approved by Town Manager *W. Davis* **Date:** *7/31/08*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>[Signature]</i> <i>7/31/08</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 _____ OR Not applicable in this case _____: Please initial one.

Summary: The Town Code currently requires Applications for Special Events permits to be reviewed by both the Town Manager and the Community Development Director. The Town Manager and the Community Development Director concur that the review of these applications by the Town Manager is not necessary, and that these applications can be processed more efficiently solely by the Community Development Department. This Ordinance effectuates that change in the application review process, adds a prohibition limiting the issuance of not more than four (4) special events per business in any single calendar year, creates new Code Section 18-120 to be entitled "Purpose", and addresses other self-explanatory minor clerical revisions deemed necessary and appropriate by Town staff.

ORDINANCE NO. 12-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE PERTAINING TO THE ISSUANCE OF SPECIAL EVENTS PERMITS FOR NON-TOWN SPONSORED EVENTS TO CREATE NEW CODE SECTION 18-120 TO BE ENTITLED "PURPOSE"; AMENDING SECTION 18-121 ENTITLED "APPLICATION FOR PERMIT; SPECIFIC USES; CONDITIONS"; AMENDING SECTION 18-122 PRESENTLY ENTITLED "CRITERIA FOR ISSUANCE OF PERMIT"; AMENDING SECTION 18-123 ENTITLED; "CONDITIONS FOR PERMIT APPROVAL"; AMENDING SECTION 18-125 ENTITLED "TRAFFIC CIRCULATION PLAN"; AMENDING SECTION 18-126 ENTITLED "CANCELLATION OF PERMIT"; AMENDING SECTION 18-127 ENTITLED "APPEAL OF CANCELLATION OF PERMIT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; 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, pursuant to Ordinance No. 27-1990, the Town Commission enacted provisions pertaining to the issuance of special event permits which were codified in former Town Code Chapter 17, Article III, but which have recently been recodified in Chapter 18, Article IV; and

WHEREAS, Town staff has reviewed the existing permitting procedures and since the initial adoption of the original ordinance creating this procedure, has identified various areas of the Town Code which should be amended to make the permitting process more expeditious and efficient; and

WHEREAS, among the portions of this Chapter 18, Article IV, and Section 18-121 through 18-127, inclusive of the Town Code which Town staff is recommending revision, include, but are

not limited to: (1) eliminating the existing requirement of the joint review of special event permit applications by both the Town Manager and the Community Development Director, and delegating the sole discretion for the review and approval of the permit to the Community Development Director, (2) limiting the number of special event permits issued by the Town to not more than four (4) permits per calendar year, (3) adding a new Code Section 18-120 to be entitled “Purpose”, and (5) making other minor clerical revisions to various Sections contained within this portion of the Town Code and noted more specifically herein; and

WHEREAS, Town staff has presented its recommendation of approval of this Ordinance to the Town Commission; and

WHEREAS, the Town Commission has conducted a duly noticed hearing to consider the proposed text amendments for special event permitting as set forth herein; and

WHEREAS, at this hearing, the Town Commission considered the evidence presented by Town Staff, and other interested parties and members of the public as to the proposed amendments and has determined that the text amendments contained herein are in the furtherance of the public, health, safety, and general welfare and should be adopted.

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

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

Section 2. Chapter 18, Article IV, is hereby amended by amending the title of Article IV, creating new Code Section 18-120 to be entitled “Purpose”, and amending Code Sections 18-121 through 18-127 inclusive, to read as follows:

ARTICLE IV. SPECIAL EVENTS PERMITS FOR PUBLIC PROPERTY

Sec. 18-120. Purpose.

(a) Special events permits are issued by the Town for events which may include but are not limited to, the following type of activities conducted within the Town, which due to the nature and/or extensiveness of the event, may have an impact on the Town or a portion of the Town, which thereby warrants the requirement of a special event permit: grand openings and special sales events for commercial and business uses; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in Town parks or on Town property, and other resident or residential, business and commercial events that meet the criteria and requirements of this Article, and which the Town’s Community Development Director, in his/her sole discretion determines will not be injurious to the public health, safety and general welfare of the Town, and its residents, business owners, and visitors.

(b) Special events permits may be issued by the Town for single use special events and for multiple special events not to exceed more than twelve (12) special events per calendar year, notwithstanding any other existing Town Code provisions and other regulations which might otherwise prohibit the proposed special event. Special events permits are not intended, nor shall the issuance of a special event permit by the Town be deemed or construed to supersede existing zoning and other Town regulations, or to effectuate or constitute a waiver of such regulations. Not more than four (4) special events permits shall be issued by the Town to any applicant or any person or entity affiliated with a prior permit-holder, including individuals, businesses, commercial uses, and other types of applicants, in any single calendar year. Applicants, which are found to have attempted to circumvent this prohibition by using another person or entity as a qualifier or surrogate applicant, may be barred from applying for and obtaining another special events permit from the Town for up to three (3) years.

Sec. 18-121. Application for permit; specific uses; conditions.

Applications for a special events permits for special events of 60 days or less shall be submitted presented for review to filed and reviewed by to the community development department and shall be forwarded to the town manager with a recommendation for approval or denial. A technically complete application must be submitted to the community development department not less than

fourteen (14) calendar days prior to the date of the proposed special event. The ~~town manager~~ community development director may approve special events permits, which have minimal impacts on surrounding uses. Uses which are determined by the ~~town manager~~ community development director to have potential significant impacts on surrounding uses shall require the approval of the town commission. Uses which typically have minimal impacts on surrounding uses include, but are not limited to, art, antique and craft shows, block (street) parties, and other neighborhood events, grand opening sales, outdoor fundraising events, outdoor religious ceremonies, sidewalk sales, tent sales, Christmas tree sales, lunch wagons, tent sales, and pumpkin sales. Applications for special events permits shall be submitted on forms prepared by the town and shall contain a detailed statement of the location(s), hours and dates of operation, and any other information deemed necessary by the community development director to assist with processing the permit application. A copy of any contract between the applicant and any person providing rides, musical, theatrical, and/or mechanical entertainment or amusement devices for the event shall also be submitted attached to the completed application. The ~~town manager~~ community development director or town commission, whichever has final approval authority, may impose ~~such~~ conditions of the permit approval which are deemed necessary to protect or further the public's health, safety, ~~morals~~ and general welfare.

Sec. 18-122. Criteria for issuance review of permit.

(a) *Generally.* Prior to issuing ~~granting~~ a special events permit, the ~~town manager~~ community development director and/or the town commission shall ~~utilize all of~~ review the application for a special events permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the Town: the issuance of a special permit:

- (1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety and welfare? If yes, does the benefit of granting the permit outweigh the potential negative or detrimental effects?
- (2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the community development director concur that the applicant's proposal will be sufficient in this regard?
- (3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?
- (4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?
- (5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?

(6) Will the special event violate any other provisions of the Town Code, and if so, what Code Sections are in conflict? Will the benefit of granting the permit outweigh the effect of the violation(s) of the other requirements of other Sections of the Town Code?

(7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the Town, the applicant may be required to transfer ownership of any improvements to the Town via a bill of sale or other legal instrument.

(8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed that may have significant impacts on the overall traffic patterns that cannot be adequately mitigated by an alternate traffic circulation plan? If yes, what are the costs and expenses for the road closures and related measures that may be required to detour traffic such as law enforcement personnel directing traffic, barricades, etc., and has the applicant agreed to make the necessary arrangements and pay all related expenses in advance.

(10) Will any proposed signage comply with the sign code requirements of Chapter 70 of this Code?

~~(b) Approval of application. An application for a special events permit may be approved if all of these criteria are satisfied.~~

Sec. 18-123. Conditions for permit approval.

As appropriate, the town commission or the ~~town manager~~ community development director may provide conditions for the permit approval. ~~Such~~ Conditions of permit approval ~~conditions~~ may include, but are not limited to, the following:

(1) *Hours of operation.* Limitations on the hours of operation of the special event.

(2) *Noise limitations.* Noise limitations more restrictive than the provisions of the ~~present~~ town code may be imposed for the benefit of surrounding uses.

(3) *Traffic control.* To ensure adequate and safe traffic control, provisions for the placement of barricades, signage, or law enforcement personnel may be required at the expense of the applicant. Any required traffic control and/or safety devices must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the community development director for determination of compliance with any such condition.

(4) *Sanitary restroom facilities.* Sanitary facilities shall be provided at the sole expense of the applicant, and shall be placed in a location(s) which will so as to not negatively impact surrounding properties. Any required sanitary facilities must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the community development director for determination of compliance with any such condition.

(5) *Food and beverages.* The preparation and sale of food and beverages is prohibited unless

a permit is obtained from the county health department, and any other regulatory bodies with jurisdiction.

(6) *Trash and garbage disposal.* Provisions for on-site garbage and trash containers and their disposal shall be provided in a location so as to prevent negative impacts on surrounding properties. All sites for special events shall be maintained in a neat and orderly manner, including the final collection and disposal of all wastes at the end of the special event.

(7) *Insurance.* Liability insurance, of at least \$1,000,000.00, may be required to be obtained by the applicant with the coverages and insurance provider to be ~~and~~ approved by the town. Such liability insurance shall insure both the applicant and the town as an additional named insured. ~~The insurance company providing the liability insurance shall be acceptable to the town.~~

(8) *Surety or bond.* A reasonable surety or a bond may be required ~~to be posted to~~ insure and secure ~~meet~~ any expenses that may be incurred by the by the town as a ~~direct~~ result of the permitted special event.

(9) *Other applicable zoning regulations.* Special events shall comply with all other applicable regulations of the Town's Code.

(10) *Building and sign permits.* Necessary building, sign, electrical, engineering, or similar permits shall be obtained prior to commencement of a special event.

(11) *Crowd control.* To ensure adequate and safe crowd control, provisions for security or law enforcement may be required at the expense of the applicant.

(12) *Other conditions.* Any other applicable conditions may be imposed to ensure that the special event does not create a nuisance.

Sec. 18-124. Permit issuance.

Special events permits issued pursuant to ~~required by~~ this article shall only be issued, following payment of the appropriate application fee to:

- (1) A business, organization or individual possessing a valid town business tax receipt; or
- (2) A town resident for a special event to be held at a residence located within the Town or in or upon other public or private property within the Town.

Sec. 18-125. Traffic circulation plan.

Applicants submitting applications for special events to be located within the public right-of-way of an arterial or collector road for a period of more than one day must be approved by the town commission, and the applicant shall submit a traffic circulation plan which is subject to the review and final approval of ~~shall be reviewed and approved by~~ the town commission. Applicants submitting applications for special events to be located within the public right-of-way of a local road, or within an arterial or collector road for one day shall submit a traffic circulation plan which shall be subject to the review and final approval of the town staff, including, but not limited to, the town

manager and the director of public works.

Sec. 18-126. Cancellation of permit.

A special events permit may be canceled by the community development director ~~town manager~~ if at any time if the terms or conditions of the permit are violated. When possible, all cancellations shall be in writing and sent by certified and regular mail to the applicant at the address listed on the special events permit application, and the cancellation notice shall state the reason for the cancellation.

Sec. 18-127. Appeal of cancellation of permit.

Any special events permit which is cancelled ~~cancellation~~ by the ~~town manager~~ community development director may be appealed in writing to the town commission within ten business days of the date of the issuance of the written notice of cancellation by the community development director.

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. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

TAB 11

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 11*

- | | |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input checked="" 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 type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: An Ordinance in the form of a Zoning Code text amendment, amending Town Code Chapter 78, Section 78-77, Planned Unit Development (PUD) to provide for a reorganization of sections, to allow for commercial and mixed use PUD's, to clarify and strengthen regulations relating to administration and review; application format; and to provide new and revised requirements, standards and regulations.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *M. Davis* Date: *7/31/08*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input checked="" 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 comprehensive rewrite of the PUD ordinance. The original ordinance is more than 20 years old and it is time for an update. The rewrite has focused on organizing the sections to more easily understand the intent of the ordinance. Language has been added to more closely align the use of the PUD to the needs of the community. The inclusion of commercial and mixed use PUD language makes our PUD ordinance more relevant to the existing zoning and land uses in effect today. Please review the staff report for a more detailed explanation.

33 (a) *Purpose and intent.* The achievement of innovative use and site design in the development
34 of land is often difficult or impossible within the context of conventional zoning regulations. In
35 order to permit design flexibility and to facilitate the use of contemporary land development
36 techniques, it is often advantageous to establish planned unit developments in which
37 development is in harmony with the general purpose and intent of the town's land use
38 regulations, general planning program and comprehensive plans, but which may differ in one or
39 more respects from the provisions of specific zoning regulations.

40
41 (b) *The planned unit development regulations are intended to:*

42 (1) Provide the method by which property may be developed or redeveloped as a unit
43 rather than on a lot-by-lot basis as provided for in the Town's other zoning regulations.

44 (2) Provide a maximum of design freedom by permitting the planned unit development
45 applicant an opportunity to more fully utilize the physical characteristics of the site
46 through the reduction or waiver of certain development regulations and the planned
47 mixing of uses.

48 (3) Require that property approved by the Town Commission for a planned unit
49 development will be developed through a unified design providing continuity among the
50 various elements causing a better environment.

51 (4) Allow requests for planned unit developments, including those proposed to provide
52 mixed uses, in all of the Town's multi family residential, commercial, industrial, and
53 mixed use zoning districts.

54 (5) Allow for increased residential densities in a planned unit development if such
55 increases do not violate the Town's comprehensive plan or other ordinances.

56
57 (c) A planned unit development, by definition, may depart from the strict application of use and
58 property development regulations for the zoning district in which the planned unit development
59 is proposed to be located. However, these regulations should not be used as a means of evading
60 the ordinances of the Town and should be employed only when there are mutual benefits to both
61 the planned unit development applicant and the community. It is intended that a planned unit
62 development provide substantial public benefit.

63
64 (d) The benefits of a planned unit development are intended to include the ability of the planned
65 unit development applicant and the Town to: utilize a variety of architectural solutions; provide
66 for the preservation of natural features and scenic areas; reduce land utilization for roads,
67 separate vehicular and pedestrian circulations systems; allow for the meaningful integration of
68 open space and recreation areas; and establish neighborhood identity and focus.

69
70 *(e) Conflict with other regulations.* Where conflicts exist between these special planned unit
71 development regulations and general zoning, subdivision, and other applicable ordinance
72 provisions, these special regulations shall apply only in the land area of the planned unit
73 development and subject to review and approval or disapproval by the town commission.

74 (1) In all cases the PUD shall conform to the Comprehensive Plan.

75
76 *(f) Special definitions.* All definitions appearing in section 78-2 shall be applicable to this
77 section except to the extent of inconsistency with any special definitions contained herein.

78 (1) *Commercial PUD.* A land area consisting of commercial and/or industrial uses only.

79 (2) Common Area. Any portion of a development designed for the common usage of the
80 development. These areas include green open and/or common landscaped spaces and
81 may include such other uses as parking lots, pedestrian walkways, complimentary
82 structures, utilities, parts of buildings and other facilities intended for use by all owners,
83 guests and tenants of the development.

84 (3) *Contiguous.* Lands are contiguous if they abut each other or if separated by streets
85 (excluding arterial streets), ways, easements, pipelines, power lines, conduits, or rights-
86 of-way under ownership of the petitioner or a governmental agency or subdivision or
87 public or private utility.

88 (4) Mixed Use PUD. A land area consisting of a mix of commercial and residential uses.

89 ~~(1) *Patio home.* A single family detached dwelling unit designed with one windowless~~
90 ~~zero lot lined exterior side wall site planned to accommodate cluster development~~
91 ~~creating a sheltered private outdoor living area for each dwelling unit.~~

92 (5) *Planned unit development (PUD).* A land area under unified control designed and
93 planned to be developed in a single operation or by a series of prescheduled development
94 phases according to an officially approved final master site development plan which does
95 not necessarily correspond to the development and use regulations of the zoning district
96 in which the property is located.

97 (6) Residential PUD. A land area consisting of only residential uses.

98
99 (g) *General and special regulations.* The following general and special regulations shall apply
100 to all planned unit developments:

101 (1) *Minimum site area and building height limit.* No site shall qualify for a planned unit
102 development unless it consists of a contiguous area of at least ten acres in residential
103 districts and five acres in business districts. Maximum allowable height of structures in
104 the PUD without a waiver shall be eight stories or 100 feet in residential districts and four
105 stories or 50 feet in business district.

106 (2) *Unified control.* All land included for the purpose of development with a planned
107 unit development shall be owned or under the control of the petitioner applicant for such
108 zoning designation, whether that petitioner applicant be an individual, partnership or
109 corporation, or a group of individuals, partnerships or corporations. The petitioner
110 applicant shall present firm evidence of the unified control of the entire area within the
111 proposed planned unit development. If the land area is subdivided or if two or more
112 multiple lots under separate ownership comprise the PUD, a unity of title or unity of
113 control instrument subject to the approval of the Town Attorney shall be required of the
114 applicant, and the instrument shall be recorded in the public records of Palm Beach
115 County to ensure that the PUD is operated as a single entity, and shall state agreement
116 that, if he proceeds with the proposed development, he will:-

117 a. ~~Do so in accord with the officially approved final master development plan,~~
118 ~~and such other conditions or modifications as may be attached to the special~~
119 ~~exceptions.~~

120 b. ~~Provide agreements, covenants, contracts, deed restrictions, or sureties~~
121 ~~acceptable to the town for completion of the undertaking in accordance with the~~
122 ~~adopted final master development plan as well as for the continuing operation and~~
123 ~~maintenance of such areas, functions, and facilities as are not to be provided,~~
124 ~~operated or maintained at general public expense.~~

125 e. ~~Bind his development successors in title to any commitments made under~~
126 ~~subsections (d)(2)a and b of this section.~~

127 d. ~~Secure written consents and agreements from all property owners of record~~
128 ~~within the planned unit development boundaries who have not joined in the PUD~~
129 ~~application that there is no objection to including their property in the overall land~~
130 ~~planning process of the planned unit development.~~

131 (3) ~~Permissible uses. Any use permitted in the zoning district wherein a planned unit~~
132 ~~development is located may be included and approved in such PUD. The uses allowed in~~
133 ~~a planned unit development may include any of the uses which are allowed in the~~
134 ~~underlying zoning district for the property where the planned unit development is to be~~
135 ~~located, subject to any applicable provisions for each specific use in other sections of this~~
136 ~~chapter. Additional uses may be permitted by the Town Commission following review~~
137 ~~and approval of a separate special exception application.~~

138
139 (h) *Authority of town commission in creation of a planned unit development.* The town
140 commission, upon the recommendation of the planning and zoning board, may, by resolution
141 ~~ordinance adopted by not less than three affirmative votes~~, authorize the location and
142 development of a planned unit development which may differ in one or more respects from the
143 provisions of specific requirements of the zoning code of the town, but which must be in keeping
144 with the general purpose and intent of the town's land ~~use~~ development regulations,
145 comprehensive plan, and this Code.

146
147 (i) Waiver of standard land development regulations allowed. In conjunction with the review
148 process for a planned unit development application and in accordance with the waiver criteria in
149 other sections of these planned unit development regulations, the Town Commission may waive
150 the standard land development regulations in the following areas:

151 (1) Minimum land area,

152 a. Site configuration,

153 b. Setbacks,

154 c. Minimum lot size,

155 d. Type of dwelling unit,

156 e. Maximum building height,

157 f. Parking, and

158 g. Open space,

159 h. Landscape buffers and setbacks

160 (2) Waivers may be approved provided the spirit and intent of the zoning regulations are
161 complied with in the total development of the planned unit development and mitigation is
162 provided where required by this chapter.

163 (3) The applicant shall submit a waiver request in writing for each land development
164 regulation from which it seeks relief as part of the planned unit development application,
165 fully explaining the nature of the request, the extent to which it departs from a standard
166 zoning regulation, and the basis for which a waiver is sought. The Department of
167 Community Development may request that an applicant to provide additional information
168 to substantiate or justify a waiver request. The standards for a waiver review shall be,
169 where appropriate, the same as those for a special exception as detailed in Section 78-
170 184.

171 (4) The Department of Community Development may recommend requiring or
172 increased requirements for one or more of the following, or others that may be
173 appropriate, to help mitigate the potential impact of waiving any standard zoning
174 regulation:

- 175 a. Landscaping;
- 176 b. Building setbacks;
- 177 c. Open space;
- 178 d. Recreation or other public land; and
- 179 f. Architectural design standards.

180 (5) The granting of waivers for a planned unit development shall be subject to review by
181 the Planning and Zoning Board and to a finding by the Town Commission that the spirit
182 of these planned unit development regulations has been met; and that there is no
183 detrimental effect on the general health, safety, convenience, comfort and welfare of the
184 Town residents.

185 (6) The Town Commission may, at its discretion, require adherence to the minimum
186 requirements for the underlying zoning district within certain portions of a planned unit
187 development, if deemed necessary in order to maintain the spirit and intent of the Town's
188 land development regulations.

189 (7) The Town Commission shall not consider any waiver requests until it has received
190 an advisory recommendation from the Town's Planning and Zoning Board.

191
192 DIVISION II: ADMINISTRATION

193
194 (a) Planning and Zoning Board, and Town Commission review ~~and public hearing.~~

195 (1) Following the approval/disapproval by the planning and zoning board of the
196 proposed master development plan and site plan, a recommendation shall be forwarded to
197 the town commission for its review at a regularly scheduled meeting.

198 ~~(2) Upon completion of any amendments or revisions to the proposed master~~
199 ~~development plan, as requested by the town commission at its regularly scheduled~~
200 ~~meeting, the petitioner may file a formal petition for final master development plan~~
201 ~~approval by the town commission at least 30 days prior to the duly advertised public~~
202 ~~hearing. The town commission shall approve, disapprove or approve with conditions~~
203 ~~grant final approval of the final master development plan by adoption of an ordinance~~
204 ~~resolution after a duly advertised public hearing.~~

205
206 (b) Professional services required. Any master development plan submitted as part of an
207 application for a planned unit development shall certify that the services of the following
208 professionals were utilized in the design or planning process:

- 209 (1) A planner who ~~is a full member of~~ has been certified by the American Institute of
210 Certified Planners; and/or
- 211 (2) A certified landscape architect licensed by the state; and/or
- 212 (3) A certified architect licensed by the state; together with
- 213 (4) A professional civil engineer registered by the state; and
- 214 (5) A land surveyor registered by the state.

215 (c) Phasing controls.

216 (1) Phasing requirements may be established for the master site plan for all planned unit
217 developments.

218 (2) Each planned unit development that is to be constructed in phases shall adhere to the
219 following sequence, as applicable:

220 a. In a Residential PUD or a Mixed Use PUD one or more major recreation
221 facilities, that are planned to serve the entire development, shall be constructed
222 prior to the issuance of building permits for more than 25 percent of the total
223 dwelling units approved for the planned unit development.

224 b. No commercial building permits for a planned unit development in a
225 Residential PUD or a Mixed Use PUD shall be issued prior to the issuance of
226 building permits for at least 40 percent of the total dwelling units approved for the
227 planned unit development.

228 (3) If the final master site plan for the planned unit development is to be developed in
229 phases requiring more than one plat, successive plats must be filed so that construction
230 and development activity shall be of a reasonably continuous nature; but in no event shall
231 more than two years plus one additional two-year extension period lapse between the
232 filing of successive plats.

233 (4) In a phased project each phase shall be designed as a stand alone phase with the
234 assumption that future phases may not be built. The design for each phase shall be
235 comprehensive in nature and shall incorporate the entire site. Landscaping and
236 architectural design along with all other required performance standards shall be phase
237 specific and provided for each phase as though future phases may not be built.

238 (5) The town commission may at its discretion require the developer to furnish a surety
239 bond or letter of credit to cover the cost of completing any required landscaping and
240 construction, and improvements necessary to meet the comprehensive design standards
241 for each stand alone phase.

242
243 ~~(l) Waiver of restrictions. The town commission may, at its discretion, waive zoning~~
244 ~~requirements and use restrictions provided the spirit and intent of the zoning regulations is~~
245 ~~complied with in the total development of the PUD. The town commission, may, however,~~
246 ~~require adherence to minimum zone requirements within certain portions of the site if deemed~~
247 ~~necessary in order to maintain the spirit and intent of the zoning regulations.~~

248
249 ~~(d) Final plat submittal. The final plat of the final master development plan shall be filed with~~
250 ~~the Community Development Director town manager in accordance with the procedure as set~~
251 ~~forth in and F.S. Ch. 177 as both may be amended from time to time. A final plat of the final~~
252 ~~master development plan and all supporting documents and exhibits relating thereto as required~~
253 ~~by the town manager shall also be placed on microfilm/microfiche.~~

254 ~~(n) Abandonment of approved plan. In the event the petitioner abandons or deviates from the~~
255 ~~approved development plan or if the petitioner fails to file the first plat within 18 months, when~~
256 ~~required, after the date of the final town commission approval, or within any authorized time~~
257 ~~extension period, the planned unit development shall become null and void and the land shall~~
258 ~~revert to the zoning district existing immediately prior to the filing for the creation of a planned~~
259 ~~unit development.~~

260

261 (e) Expiration of approvals. All PUD approvals, including but not limited to any special
262 exceptions, waivers, zoning changes, or master site plan approvals shall be subject to Section 67-
263 42 of the Town of Lake Park Code of Ordinances entitled Expiration of development approvals.

264 The official zoning for a property with an expired planned unit development approval
265 shall revert to the underlying zoning district and the PUD shall be null and void.

266
267 (f) Amendments to approved master plans.

268 Minor amendments to an approved planned unit development master plan may be approved by
269 the Director of Community Development in consultation with other Town staff, as appropriate.
270 The following types of amendments shall not be considered minor, and shall require formal
271 review by the Town's Planning and Zoning Board and the Town Commission, after public
272 notice:

273 (1) Any proposed increases in:

274 a. The addition of square footage of any building by more than ten percent,
275 excluding accessory structures or maintenance/storage buildings that are 1,000
276 square feet or less;

277 b. The number of structures excluding accessory structures of 1,000 square feet
278 or less;

279 c. The number of residential dwelling units; or

280 d. An increase in building height of any building by more than five feet as
281 specified by the adopted master plan.

282 e. However, any proposed reductions in the total square footage of any building,
283 or in the number of structures, stories or units, as specified by the master plan,
284 may be approved as minor amendments, subject to the provisions of subsection

285 (6) of this section.

286 (2) Any boundary change for a planned unit development.

287 (3) Any change, except as provided herein, in the adopted master plan that increases the
288 density by more than five percent or ten dwelling units whichever is less. Rearrangement
289 of uses or locations on a property may be approved by the Director of Community
290 Development unless the proposed amendments conflict with a specified provision of the
291 adopted planned unit development ordinance for the property.

292 (4) The relocation of more than five percent of the total square footage indicated as
293 being covered by structures.

294 (5) Any increase in the traffic impact above that established for the planned unit
295 development master plan approved by the Town Commission that exceeds five percent or
296 100 trips whichever is less.

297 (6) Any amendments which would alter the character, significantly alter the appearance,
298 or decrease the approved amenities for a planned unit development after a master site
299 plan is approved by the Town for the planned unit development, or a portion of it, and
300 any residential or nonresidential units in the planned unit development are sold. Such
301 amenities shall include, but not be limited to, pools, clubhouses, common parking areas
302 for large vehicles and boats, exercise trails, public access to waters or beaches, marinas,
303 boat docks, tennis courts and racquetball courts.

304 (7) Changes of more than five percent of the unit types.

305 (8) Changes in architectural styles, colors, or building materials that are inconsistent
306 with the approved master plans.

307 (9) Changes to such items as a planned unit development phasing plan or developer
308 control that substantially impact the planned unit development.

309 (10) Any aspect or portion of the adopted master plan for which a specific condition was
310 included within the approval by the Town Commission.

311 (11) Any modifications to approved landscape and hardscape plans which alter the
312 character and definition of the approved project by material substitutions, size, or spacing
313 reductions.

314
315 DIVISION III: APPLICATION

316 (a) Application fees.

317 (1) All applicable fees as established by the Town Commission and set forth in the
318 schedule of fees for development must be paid prior to the acceptance of any application
319 for a PUD.

320 ~~a. At the time of the petition for a preliminary review of a proposed planned unit~~
321 ~~development application for residential use, the base sum of \$200.00 plus \$2.00 per~~
322 ~~proposed dwelling unit within the development shall be payable to the town.~~

323 ~~b. At the time of the petition for a preliminary review of a proposed planned unit~~
324 ~~development application for commercial and/or industrial use, the base sum of \$200.00~~
325 ~~plus \$0.10 per square foot of proposed gross building floor area up to 5,000 square feet~~
326 ~~and \$0.02 per square foot thereafter.~~

327 (2) The petitioner, in addition thereto, shall pay any additional costs and fees incurred
328 by the Town as set forth in Section 51-6 of the Lake Park Code of Ordinances. all costs
329 of publication of notices required in a newspaper of general circulation within the town;
330 said publication costs shall include all notices of hearing and the passage of an ordinance.
331 Payment shall be made to the town by petitioner within ten days of date of invoice of
332 publication costs delivered to the petitioner by the town clerk. No hearing shall be held
333 on a petition until publication costs to date have been paid.

334
335 (b) Planned unit development procedures and submittals

336 (1) Preliminary review phase. Prior to the submission of a formal application for a
337 PUD, the prospective petitioner shall be required to schedule a preliminary review
338 session with the planning and zoning board. The planning and zoning board shall invite,
339 in writing, the town engineer, town planner, town manager, police chief, fire chief,
340 community development director, and such other
341 persons as they deem advisable to attend the preliminary review. Adequate information
342 shall be provided by the prospective petitioner which would allow these bodies to
343 determine if the proposed project is compatible with the adopted general comprehensive
344 plan of the town and to advise the prospective applicant if additional information will be
345 required before filing a formal application. As a minimum the following information
346 shall be presented unless otherwise determined by the Community Development Director
347 that the information is not required:

348 a. Plat and/or metes and bounds description of the area within the PUD.

349 b. Proof of ownership and, if applicable, evidence of assignment of an agent who
350 represents the owner.

351 c. Evidence of unified control of the entire area within the PUD with all owners
352 within the area of same identified.

- 353 d. An agreement of all owners within the PUD which includes their commitment
354 to:
- 355 1. Proceed with the proposed development in accordance with the PUD
356 ordinance and such conditions and safeguards as may be set by the town
357 commission in such ordinance; and
 - 358 2. Provide a written statement of a proposal for completion of such
359 development according to plans approved by such ordinance, and for
360 continuing operation and maintenance of such areas, functions and
361 facilities as are not to be provided, operated or maintained by the town
362 pursuant to written agreement; and
 - 363 3. To bind their successors in title to any commitments made in their
364 application.
- 365 e. Aerial photographs of the subject parcel and immediate area thereof, plans,
366 maps, studies, reports, ~~a statement from the school plant planning on the~~
367 ~~anticipated impact on schools~~, traffic, utilities, and public services and other
368 information as may reasonably be required by the town commission and the
369 planning and zoning board in order to make the findings and determinations
370 called for in the particular case.
- 371 f. Written description of the intended plan of development, clearly indicating
372 where approval of the PUD will benefit the future occupants of the proposed
373 development and the town in general. Such justification shall be based on the
374 intent of the planned unit development.
- 375 g. ~~Preliminary~~ statements indicating how the problems of maintenance and
376 ownership of common facilities will be resolved.
- 377 h. ~~Preliminary~~ Where appropriate schedules of development, including the
378 staging and phasing of:
- 379 1. Areas to be developed in order of priority;
 - 380 2. The construction of streets, utilities, and other improvements necessary
381 to serve the proposed development;
 - 382 3. The dedication of land to public use; and
 - 383 4. Physical recreation facilities.
- 384 i. Narrative statement and ~~or~~ exhibition of major elevations of
385 buildings/structures for style of architecture, height in stories, type of materials,
386 unusual features, and other pertinent information.
- 387 j. A site ~~sketch~~ plan at an appropriate scale ~~supporting the above statement~~
388 illustrating but not limited to:
- 389 1. The ~~preliminary~~ location, grouping, distance, dimensions, and height
390 of all uses and facilities;
 - 391 2. In the case of residential development, the number of dwelling units
392 proposed, their general location, number of stories, indicating those areas
393 to be owner occupied and those to be renter occupied;
 - 394 3. A ~~preliminary~~ vehicular and pedestrian circulation system including,
395 but not limited to, driveways, walkways, parking areas, and streets to be
396 dedicated;

- 397 4. Where appropriate a system of open space and recreational uses, with
398 estimates of acreage and improvements to be dedicated and that to be
399 retained in common ownership;
400 ~~5. Existing and proposed contours, with intervals of two feet or less~~
401 ~~extending 50 feet beyond the site;~~
402 6. Location of wooded areas and existing and proposed water bodies;
403 7. The approximate location of all existing structures on the site, as well
404 as those adjacent properties within 100 feet of the boundaries of the site.
405 8. A landscape and irrigation plan at a scale no smaller than 1/30"
406 indicating plant type with botanical and common names, sizes, spacing
407 and quantities with a tabular outline indicating adherence to the
408 requirements of the landscape ordinance and sealed by a Florida registered
409 landscape architect.
410 9. Stormwater management plan.
411 k. Certified list of all property owners, mailing addresses, and legal description
412 of all property within 300 feet of the subject parcel, as recorded in the latest
413 official tax roll in the county courthouse, accompanied by a notarized affidavit
414 that to the best of the applicant's knowledge, said list is complete and accurate.
415 ~~l. An 8 1/2 inch by 11 inch reduction of a map of the town, drawn to scale in~~
416 ~~miles, facilitating the identification of the subject property by shading it in.~~
417 l. Stake or flag the property requested for a planned unit development revealing
418 its exact location and boundaries.
419 m. Place a three-foot by three-foot sign on the property to be readily visible to
420 vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED
421 FOR PLANNED UNIT DEVELOPMENT--TOWN OF LAKE PARK."
422 n. Open space computation ~~(see subsection (f)(2) of this section).~~
423 o. Boundary survey. A certified boundary survey, prepared by a Florida
424 registered surveyor.
425 p. A legal description of the property pertaining to the application.
426 q. A traffic impact study.
427 r. A signage plan for the entire property.
428 s. Other information as required by the Community Development Director.
429 t. A tree survey locating all trees with a minimum caliper of 3" together with a
430 preservation plan, relocation plan and /or mitigation plan.

431 (2) *Final approval phase.*

432 a. *Board review and public hearing.*

- 433 1. Upon completion of the ~~preliminary~~ Planning and Zoning Board
434 review of the proposed planned unit development and the inclusion of any
435 amendments and/or additional supporting data as requested by the
436 planning and zoning board, the petitioner may submit an application for
437 final approval of the proposed master development plan to the Town
438 Commission by the board at a duly advertised public hearing. ~~The~~
439 ~~application, including three copies of the proposed master development~~
440 ~~plan, shall be submitted to the town manager for review and comment at~~
441 ~~least 30 days prior to said public hearing.~~

442 2. ~~After the normal approvals have been given by all of the appropriate~~
443 ~~town officials and other regulatory agencies, the planning and zoning~~
444 ~~board shall recommend approval/disapproval of the proposed master~~
445 ~~development plan to the town commission.~~

446
447 (4) ~~Phasing/controls.~~ If the final master development plan is to be developed in phases
448 or stages requiring more than one final plat, successive plats must be filed so that
449 construction and development activity shall be of a reasonable continuous nature; but in
450 no event shall more than two years plus one additional two year extension period lapse
451 between the filing of successive plats. Should a planned unit development be constructed
452 in phases requiring more than one plat, the following sequence must be adhered to:-

453 a. ~~A major recreation facility or recreation facilities, planned to serve the entire~~
454 ~~development, shall be platted prior to the platting of more than 40 percent of the~~
455 ~~total permitted dwelling units.~~

456 b. ~~Commercial facilities shall not be platted prior to the platting of at least 20~~
457 ~~percent of the total permitted dwelling units for projects encompassing less than~~
458 ~~1,000 acres and of at least ten percent of the total permitted dwelling units for~~
459 ~~projects encompassing more than 1,000 acres.~~

460 c. ~~The gross density of an individual plat shall not exceed the maximum density~~
461 ~~permitted for the entire development unless the instant plat considered in~~
462 ~~conjunction with all previously recorded plats of record produces an average~~
463 ~~density less than or equal to the approved maximum density for the entire planned~~
464 ~~unit development.~~

465 (3) *Permits required.* All construction in the development of a PUD shall proceed only
466 under applicable permits, issued by the community development director; and no building
467 permit, certificate, or other document authorizing construction or occupancy within a
468 PUD shall be issued, except in accordance with the approved development plan and the
469 building codes of the town.

470
471 DIVISION IV: REQUIREMENTS, STANDARDS, & REGULATIONS

472
473 (a) A pre-existing commercial development may convert its site to a PUD in order to provide
474 for the subdivision of individual lots within the boundaries of the newly created PUD. Such a
475 request shall not be required to conform to the regulations of Division IV as part of such a
476 request as long as no construction is proposed. Any development or future development within
477 the PUD site shall conform to the regulations in Division IV and all other applicable provisions
478 of the PUD regulations as set forth here.

479
480 (b) *Development standards and criteria.*

481 (1) *Site configuration.* Any tract of land for which a planned unit development
482 application is made shall contain sufficient width, depth, and frontage on a publicly
483 dedicated arterial or major street or appropriate access thereto as shown on the Palm
484 Beach County Thoroughfare Plan to adequately accommodate its proposed use and
485 design.

486 (2) *Density.* The total ground area occupied by all buildings and structures for
487 residential use shall not exceed 35 percent of the total ground area of that portion of the

488 PUD devoted to residential use. If the town commission determines that the purpose and
489 intent of this section have been met or exceeded by the applicant it may increase the
490 maximum number of dwelling units per acre permitted in the designated zoning districts
491 as follows:

492 a. Low density: The number of dwelling units permitted may be increased by no
493 more than one dwelling unit per acre.

494 b. Medium density: The number of dwelling units may be increased by no more
495 than two dwelling units per acre.

496 c. High density: The number of dwelling units permitted may be increased by no
497 more than three dwelling units per acre. The town commission shall make such
498 determination only after the planning and zoning board has considered such
499 request by an applicant for an increase in dwelling units and a recommendation
500 has been made thereon by the planning and zoning board to the town commission
501 as in all other zoning matters. In the event the planning and zoning board has
502 failed for any reason to make a recommendation to the town commission within
503 60 days from the date an application has been filed pursuant hereto for an increase
504 in dwelling units, the town commission may proceed to consider and act on such
505 petition.

506 (3) *Architectural standards.* The architectural style, materials, other treatments, etc., to
507 be utilized within a planned unit development shall be considered by the Town
508 Commission as part of the overall review process. Architectural style to be included
509 within a planned unit development shall be determined by the following:

510 a. Architectural renderings or elevations submitted as part of an application for
511 planned unit development approval.

512 b. Architectural renderings or elevations of a different or more detailed nature
513 than those submitted as part of an application for development approval when
514 such renderings or elevations are utilized as an element of justification for
515 approval of a project by the Town Commission.

516 c. Oral representations made to Town Commission by or on behalf of an
517 applicant regarding use of an architectural style or theme within a project.

518 d. If included as part of a planned unit development approval granted by the
519 Town Commission, the architectural style or styles must be utilized within the
520 planned unit development. The architectural style requirement shall include
521 colors, materials and other treatments associated with the overall project.

522 e. Architectural guidelines, as set forth in Chapter 78, Article XI, shall be used as
523 the basis for the overall design theme or style proposed for the PUD.

524
525 (4) *Mixed use standards.* More than one land use is permissible in a planned unit
526 development only when the following standards are met:

527 a. Whenever mixed uses are proposed to be incorporated as part of a planned
528 unit development, the mixed uses shall be compatible with the surrounding area
529 and the remaining portion of the planned unit development, if applicable.

530 b. For purposes of planned unit developments with mixed uses, the standard
531 residential density in all commercial and industrial zoning districts shall be eight
532 dwelling units per gross acre. Applicants for residential uses in planned unit
533 developments in such districts shall be entitled to apply for the residential density

534 bonuses provided for in these planned unit development regulations and other
535 Town ordinances.
536 c. The mix of uses allowed in a planned unit development shall be limited as
537 follows:
538 1. In residential zoning districts. Planned unit development uses allowed
539 in a residential zoning district are those allowed by right or with special
540 exception approval in the underlying residential zoning district, and
541 commercial uses allowed by right or with special exception approval in
542 the C-1 zoning classification. The commercial uses shall not exceed five
543 percent of the total gross acres in the planned unit development.
544 2. In commercial zoning districts. Planned unit development uses
545 allowed in a commercial zoning district are those allowed by right or
546 special exception approval in the underlying commercial zoning district,
547 and all uses allowed by right or with special exception approval in the
548 Town's residential zoning districts.
549 3. In industrial zoning districts. Planned unit development uses allowed
550 in an industrial zoning district are those allowed by right or with special
551 exception approval in the underlying industrial zoning district, and all uses
552 allowed by right or with special exception approval in the Town's
553 residential and commercial zoning districts.
554 d. The provisions of this section shall not remove the necessity for Town
555 Commission approval, as required by the underlying zoning district, of any
556 special exception use that may be proposed to be established within a planned unit
557 development.
558 e. A market study for all commercial uses in a proposed planned unit
559 development in a residential zoning district and for all commercial uses over
560 100,000 square feet of floor space shall be submitted with the planned unit
561 development application.
562 f. Commercial uses in a planned unit development in a residential zoning district
563 are limited to convenience goods and services, and further, shall be limited to
564 those commercial activities whose market is derived from no less than 70 percent
565 of the proposed residential planned unit development of which the commercial
566 uses are a part.
567 g. In order to encourage vehicular and pedestrian safety and discourage strip
568 commercialization, all commercial sites in a planned unit development in a
569 residential zoning district shall be centrally located within the planned unit
570 development and shall not have direct frontage on an arterial roadway, as defined
571 by the Town's comprehensive plan, that is external to the planned unit
572 development.
573 h. Adequate buffering between all nonresidential uses and surrounding
574 residential properties is required, as determined by the Town Commission.
575 i. The architectural style of the nonresidential structures in a planned unit
576 development shall be similar to that of the residential portion of the planned unit
577 development.
578 j. Residential development in a commercial district shall be generally restricted to
579 the second floor and above.

580 k. Mixed use PUDs shall not be allowed in the R1 and R1A zoning districts.

581
582 (5) Open Space or Common Area Requirements. In accordance with the definition of
583 open space in this chapter and as deemed appropriate by the Town Commission, common
584 open space improvements shall include but need not necessarily be limited to grading,
585 drainage, landscaping, ponds, lakes, vegetation preserve areas, driveways, parking lots,
586 walkways, fencing, recreation facilities, lighting and any other areas reserved for public
587 use.

588 a. All planned unit developments shall contain the following minimum area
589 dedicated as open space for common recreational and preservation use:

- 590 1. Planned unit developments in residential zoning districts, 35 percent.
- 591 2. Planned unit developments in commercial zoning districts, 15 percent.
- 592 3. Planned unit developments in industrial zoning districts, 15 percent.
- 593 4. Pro rata shares of the above percentages shall apply to mixed-use
594 developments.

595
596 b. The developer shall be required to provide lands for public parks and/or
597 recreation in a proposed residential or mixed use PUD equal to 400 square feet
598 per dwelling unit located therein or ten percent of the proposed gross PUD
599 residential area, depending which is greater. In the event the use in the proposed
600 PUD shall be commercial, office or industrial, then the developer shall be
601 required to provide lands for public parks, and/or recreation, in an amount equal
602 to five percent of proposed gross PUD area.

603 c. Where redevelopment projects are unable to meet the landscape requirements,
604 required landscaping may be transferred to other lands (i.e., public lands, parks,
605 road rights-of-way) or an assessment can be levied by the town commission. The
606 assessment shall be based on the share of the landscape budget that cannot be
607 installed on the site. The assessment shall be calculated at a rate equal to two
608 times the total caliper of plants required. Monies collected shall be used for
609 landscaping public lands.

610
611 ~~(6) Open space requirements. Planned unit developments shall provide and maintain a~~
612 ~~total open space requirement at least equal to 35 percent of the gross area of the PUD.~~
613 ~~The following areas qualify wholly or partially as open space:-~~

614 ~~a. If the major recreation facility is concentrated in a localized section of the~~
615 ~~PUD with less than 30 percent of the residential dwelling units abutting it, only 50~~
616 ~~percent of the area contained in the facility may count toward the open space~~
617 ~~requirement.~~

618 ~~b. If, however, the major recreation facility is dispersed throughout the PUD~~
619 ~~with between 30 percent and 60 percent of the residential dwelling units abutting~~
620 ~~it, 75 percent of the area contained therein may count toward the open space~~
621 ~~requirement.~~

622 ~~e. If more than 60 percent of the residential dwelling units abut the major~~
623 ~~recreation facility, 100 percent of the area contained therein may count toward the~~
624 ~~open space requirement.~~

625 ~~d. Fifty percent of the area contained in proposed or existing manmade water~~
626 ~~bodies and canals with average water widths less than 60 feet, or 100 percent of~~
627 ~~the area of such canals or water bodies with average water widths greater than 60~~
628 ~~feet may count toward the open space requirement. Public waterways and canals~~
629 ~~shall not be used in computation.~~

630 ~~e. If the water body is natural and the shoreline vegetation will not be disturbed~~
631 ~~by the development, the total area contained therein may be counted as open~~
632 ~~space.~~

633 ~~f. If natural habitats of unique and significant value are determined to exist, the~~
634 ~~planning and zoning board shall require the area so defined to be left in an~~
635 ~~undisturbed state and adequately protected or incorporated into the design of the~~
636 ~~PUD as a passive recreation area with a minimum of improvements permitted. In~~
637 ~~either case, the total area contained therein may be counted as open space.~~

638 ~~g. The total area in a continuous open space pedestrian system consisting of~~
639 ~~permanently maintained walks and trails six to 12 feet wide leading to a natural~~
640 ~~amenity, recreation facility, or commercial use, offering intradevelopment~~
641 ~~communication that is divorced from roads and streets may be counted as open~~
642 ~~space.~~

643 ~~h. The total area contained in miniparks which may or may not be a part of the~~
644 ~~open space system but contain at least one acre and have a minimum dimension of~~
645 ~~100 feet together with, but not be limited to one of the following: Benches,~~
646 ~~playground apparatus, barbecue pits, and fire rings may be counted as open space.~~

647 ~~i. Any privately maintained or owned exterior open space adjacent to and for the~~
648 ~~exclusive use of the residents of the individual dwelling unit, enclosed or partially~~
649 ~~enclosed by walls, hedges, buildings or structures, including but not limited to~~
650 ~~balconies, terraces, porches, decks, patios, and atriums may be counted toward the~~
651 ~~total open space requirements, provided the total area contained therein does not~~
652 ~~exceed five percent of the gross area of the PUD, nor decrease the amount of~~
653 ~~ground level open space below that acreage equal to 30 percent of the gross area~~
654 ~~of the PUD. All previous land areas between the property or lot lines and the~~
655 ~~building or buildings thereon shall count as open space, except as herein~~
656 ~~otherwise provided.~~

657 (6) *Support legal documents for open space or common area.* Legal documents which
658 ensure adequate management and maintenance of the open space or common area must
659 be provided by the developer for all areas proposed for common ownership by the
660 residents of the PUD. Legal instruments provided for dedications, covenants, community
661 associations and subdivision controls shall:

662 a. Place title of common property in a form of common ownership by the
663 residents or property owners of the PUD; e.g., a duly constituted and legally
664 responsible community association, cooperative, etc.

665 b. Appropriately regulate the use of common property.

666 c. Place responsibility for management and maintenance of common property.
667 The town commission, at its discretion, may require the applicant to enter into a
668 contract with the town for maintenance of commonly held properties.

669 d. Place responsibility for enforcement of covenants.

670 e. Permit the subjection of each lot to assessment by the association for its
671 proportionate share of maintenance costs.
672

673 (7) *Required public facilities and services.* No building permits or development orders
674 shall be issued unless public facilities and services which meet or exceed the adopted
675 level of service standards are available concurrent with the development impacts.
676 Compliance with this requirement shall be accomplished in accordance with the
677 provisions set forth in article IV of this chapter.
678

679 (8) *Private streets and related facilities.* Where private streets and related facilities are
680 permitted within the PUD, ownership and maintenance association documents shall be
681 submitted with the final plat and the dedication contained on the plat shall clearly
682 dedicate the roads and maintenance responsibility to the association without recourse to
683 the town or any other public agency. The rights-of-way and related facilities shall be
684 identified as tracts for road purposes under specific ownership.
685

686 ~~(5) *Access.* Access to each single family dwelling unit shall be provided via either a
687 public right of way or a private vehicular or pedestrian way owned by the individual lot
688 owner in fee or in common ownership with the residents of the PUD.~~

689 ~~(6) *Privacy.* Each dwelling unit within the PUD shall be provided visual privacy.
690 Fences, walks and landscaping shall be providing for the protection and aesthetic
691 enhancement of property and the privacy of its occupants, screening of objectionable
692 view or uses and reduction of noise.~~

693
694 (9) *Community facilities.*

695 a. All proposed utility facilities must be acceptable by the town as to the size,
696 shape, location, and shown by the applicant to be of benefit to the general public.

697 b. All requirements for off-street parking and loading as set forth in section 78-
698 142 shall apply to the PUD unless specifically waived or modified.

699 c. Access and circulation shall adequately provide for firefighting equipment,
700 moving vans, fuel trucks, refuse collection, deliveries and debris removal.

701 d. All PUDs shall provide for underground installation of utilities, including
702 telephone, power and cable television in both public and private rights-of-way
703 unless contrary to required utility company standards. Provisions shall be made
704 for acceptable design and construction of storm sewer facilities including grading,
705 gutters, piping, and treatment of turf to handle storm water, prevent erosion and
706 formation of dust.

707 e. Specifications for street design shall conform to the rules and regulations
708 adopted by the town.

709 f. Drainage canals shall meet the requirements of the town's drainage plan and of
710 appropriate county and state authorities.

711 ~~(8) *Temporary structures and facilities.*~~

712 ~~a. *Construction trailer.* Use of this facility shall be limited to storage and on-site office
713 work. The facility is not to be inhabited overnight.~~

714 ~~b. *Watchman mobile home.* Use of this facility allows overnight habitation
715 under the following conditions:~~

- ~~1. The mobility of the vehicle used as a mobile home or house trailer must be maintained;~~
- ~~2. Sanitary facilities must have approval of all governmental agencies having appropriate jurisdiction, and permits and inspections for necessary electric and water supply and sewage disposal facilities must be obtained from the community development department;~~
- ~~3. The temporary permit to be valid for a period not to exceed one year;~~
- ~~4. Requests for extension of time beyond the initial one year approval shall be made to the commission on forms prescribed by the community development department. In no case shall the total time exceed a maximum of two years for the initial approval and subsequent extension;~~
- ~~5. A notarized mobile home removal agreement must be submitted to the community development department before the mobile home is installed;~~
- ~~6. No additions or adjuncts shall be permitted to the mobile home except community development department approved awnings and demountable screen panels.~~

(10) In Lieu payments for land dedication. ~~b.~~ In lieu of the required dedication of land and open space herein, the town commission, after review, may require the following, in full or part, or such other consideration as may be determined to be in the public's best interest as substitution therefor.

c. In the event the proposed PUD, due to size or location, shall not lend itself to a publicly dedicated park, ~~or~~ recreation area, ~~or open space,~~ the developer shall be required to provide a suitable alternate parcel of land within the town, which parcel shall be at least equivalent in value and of comparable size to the value and size of the sum total of land normally required for dedication in the proposed PUD. However, if the town commission determines that the available alternate parcels of land which the developer may offer to the town are unsuitable for public parks and/or recreation, the developer shall then be required to provide a sum of money to the general fund of the town to be used ~~only for acquiring lands~~ for public parks, landscaping on Town owned land, recreation or open space, maintaining or improving existing recreational facilities on town-owned properties; said monies received shall be expended by the town whenever possible so as to provide the greatest and direct benefits to the residents of the town.

d. The total of such sum of money required in lieu of said dedicated land shall be determined by the amount of land normally required for dedication and the location thereof, and the value thereof shall be determined by two MIA appraisers, one to be appointed by the town and one by the developer. The amount of money determined by averaging the two appraisals shall be paid by the developer to the town at time of final approval of the PUD by the town commission or as the town commission may authorize. Each party shall bear the expense of the respective appraiser appointed.

e. In lieu of the appraisal method, the value of the land, at the option of the town commission, may be determined by the total purchase price paid by developer or to be paid by developer as a contract vendee for the land as a bona fide purchaser. The sale of the land shall be within one year of date of determination. The amount of money due from the developer shall be paid as provided above.

762 f. The town commission, at its discretion, shall determine whether the dedication
763 shall be public or private.

764 ~~(h) *Intent.* The intent of this section is to provide standards by which flexibility~~
765 ~~may be accomplished while maintaining and protecting the public interest.~~

766

767 **Section 3. Severability.**

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

772 **Section 4. Codification.**

773 The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and
774 the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

775 **Section 5. Repeal of Laws in Conflict.**

776 All ordinances or parts of ordinances in conflict herewith are hereby repealed to the
777 extent of such conflict.

778 **Section 6. Effective Date.**

779 This Ordinance shall take effect immediately upon adoption by the Town Commission.

780

TAB 12

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 12*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input checked="" 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: An Ordinance in the form of a Zoning Code text amendment, amending Town Code Chapter 78, Section 78-70 Table 78-70-7, pertaining to the signage requirements for the Park Avenue Downtown District ("PADD"). To provide for a change to Table 78-70-7 (Permitted Signs), amending the sign matrix regulations relating to the maximum size, for permitted awning and projecting signs in the PADD.

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

Approved by Town Manager *M.P. Davis* Date: *7/31/08*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</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"/> PBSD _____	<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: Town staff initiated this Zoning Code text amendment to Chapter 78, Section 78-70, Table 78-70-7 pertaining to the sign code regulations for signage within the Park Avenue Downtown District ("PADD"). The maximum area size for signs on an awning or for projecting signs is set at 3 square feet. This makes it very difficult to read because of its small size. Other signs in the PADD are limited to 6 square feet which is a more reasonable size. This ordinance simply changes the size of awning and projecting signs from 3 square feet to 6 square feet. This change provides for consistency and fairness as it matches the size of other similar signs in the district.

ORDINANCE NO. 14-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-70 OF CHAPTER 78, ARTICLE III, ENTITLED "PARK AVENUE DOWNTOWN DISTRICT" PERTAINING TO PERMITTED SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; 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 a Comprehensive Plan which has previously been determined to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, pursuant to Section 163.3202, Florida Statutes, the Town Commission has adopted Land Development Regulations (LDRS) which are codified in Chapter 78 of the Town Code entitled "Zoning" and

WHEREAS, the LDRS the Town Commission has previously adopted include detailed and specific regulations to regulate signage as required by Section 163.3202(2)(f), Florida Statutes; and

WHEREAS, the Town Commission has determined that it would further the public's health, safety and general welfare to amend its LDRS pertaining to permitted signage within the Park Avenue Downtown District.

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

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

Section 2. Section 78-70, Article III of Chapter 78 of the Town Code entitled “Park Avenue Downtown District” is amended as follows:

SECTION 78-79. Park Avenue Downtown District

TABLE 78-70-7
PERMITTED SIGNS

TABLE INSET:

Sign Type	Maximum Size	Maximum Number	Copy Limit	Other Limits
Awning Sign	36 square feet	1 per front OR side	Business name, address, phone number, and logo, <u>and words depicting the nature of business (letters shall be not more than 50% of the height of the letters depicting the business name)</u>	*Letters, numbers, and logo shall not exceed 6 inches in height.
	--	--	--	*Located only on valance
Changeable Copy Sign	50 square feet <u>Not more than 50% of any portion of a building fronting on or facing Park Ave.</u>	1 per street <u>frontage front of building</u>	Business name, and name, time and date of current and upcoming events Business name, and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the name of the business.) The name, time, and date of current and upcoming events may also be displayed.	*May substitute as a wall sign, but shall not be used in addition to a permitted wall sign.
	--	--	--	*Marquee sign may be used
	--	--	--	*Marquee sign may extend over walkways, a minimum 8 foot clearance is required.
	--	--	--	*Marquee shall not

				extend beyond top of roof
	--	--	--	*Marquee sign shall be proportionate to size of building
Flags	<p>None. Proportionate to size and height of flag pole. <u>Display of flags of the United States shall be in accordance with current U.S. Code of Federal Regulations (C.F.R.) to the extent reasonably possible, and flag size shall be proportionate to the size and height of the flag pole</u></p>	1 flag pole per business	US, Florida, and Town of Lake Park flags	<p>*Freestanding flagpoles shall not exceed 50 feet in height, <u>except for otherwise permitted stealth telecommunications facilities in a flagpole design.</u></p>
	--	--	--	*Building-mounted flag poles shall not extend into any public right-of-way.
Light Pole Sign	Per Town Commission	1 per pole	Per Town Commission	*Must be approved by Town Commission
Menu Sign (Restaurants only)	3 square feet	1 per restaurant	Restaurant menu	*Within 2 feet of front door
	--	--	--	*Mounted on exterior wall or in a window
	--	--	--	*May be enclosed
Neon Sign	<u>15 square feet</u> a maximum size	1 per business	Business logo, name, open sign or depiction of product	*Mounted flush with wall or in

	of six (6) square feet in a window.			window.
	--	--	--	*First floor location only
	--	--	--	*One face only
	--	--	--	*Shall not project <u>by</u> more than 8 inches
	--	--	--	*Shall not be located on arcade or similar facade
	--	--	--	*May be located above or below canopy or arcade
	--	--	--	*May be used as a substitute for or part of a wall or window sign
Projecting Sign	3 6 square feet	1 per business	Business name, <u>phone number</u> , and logo, and <u>words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the name of the business.)</u>	*Letters, numbers, and logo shall not exceed 6 inches in height.
	--	--	--	*Minimum clearance of 8 feet above sidewalk or public walkway
Political Signs	None	None	None	*Allowed pursuant to chapter 70.
Special Events Signs	None	None	None	*Signs, pennants, flags, streamers, banners, etc., as approved by the town manager <u>community development director</u> -for special events <u>and for a</u>

				<u>limited duration as specified in the permit.</u>
	--	--	--	*Number, size, and location of signs to be approved by the <u>town manager community development director</u>
String Lights	None	None	None	*String lights may not spell out or resemble the logo of any commercial product or use
	--	--	--	*Installation shall be approved by the <u>town manager community development director</u>
	--	--	--	*Installation in landscaping can be permanent
	--	--	--	*Installation as a seasonal decoration may be displayed for a period of not more than 45 days
	--	--	--	*Installation as a seasonal decoration, may be used for the following holidays: Christmas, New Year's Thanksgiving, and Hanukkah
	--	--	--	*Additional holidays may be recognized by the <u>Town Manger community development</u>

				<u>director</u>
Wall sign	50% of building frontage facing Park Ave., 30% of building frontage for side streets	1 per business	Business name, logo and address	*Mounted flush with wall
	--	--	--	*First floor location only
	--	--	--	*Shall not project more than 8 inches
	--	--	--	Shall not be located on arcade or similar façade
	--	--	--	*May be located above or below canopy or arcade
	--	--	--	*May be painted directly on wall only if commissioned by the Town and depicting a scene of historic Lake Park
Window Sign	25% of window area, up to a maximum of 4 square feet	1 per window	Business name, address, logo, and telephone number	*Must be painted directly onto window surface or hand within 6 inches of window
	--	--	--	*Neon sign may be used for all or part of permitted signage.
	--	--	--	*Shall be located only on the first floor

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. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

TAB 13

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

Meeting Date: August 6, 2008

Agenda Item No. *Tab 13*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | |
| <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: Town Manager's Goals February 2008 Through January 2009

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. Davis* Date: *7/27/08*

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ Funding Source: Acct. #	Attachments: Listing of Manager's Goals
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 Manager's Employment Agreement requires that the Manager and Town Commission mutually establish, prioritize and adopt the Town Manager's performance goals on an annual basis.

The Town Manager developed a listing of goals that she believes are attainable and in keeping with the Town Commission's priorities and current budget constraints. The Manager welcomes any and all discussion and performance goal recommendations from members of the Town Commission.

A listing of the Manager's goals is attached.



TOWN MANAGER GOALS

February 1, 2008 through January 30, 2009

1. Revenue Enhancements:

- Florida League of Cities Review & Analysis of Revenue - Schedule a meeting with Mr. Ken Small from the Florida League of Cities to review the budget and Town operation for revenue enhancement possibilities.
- Business tax sweep program – Develop and adopt legislation and procedures to collect delinquent business tax proceeds.
- Marina:
 - Increase occupancy with upscale charter vessels.
 - Promote the marina via tournaments, festivals, etc.
- Analyze the cost benefit of parking meters
 - Research models, cost and determine methods of enforcement.
- Develop sponsorship opportunities packages to assist with funding events/programs.

2. Implement a Stormwater Utility:

- Update the Stormwater Master Plan.
- Implement a comprehensive stormwater maintenance program.

3. Develop a Master Storm Drainage/Beautification Plan for Lake Shore Drive:

- Conduct public workshops to determine components of beautification plan to tie Kelsey and Lake Shore Parks together.

4. Enhance Communication with Residents:

- Promote increased communication through the Town's electronic newsletter capability.
- Develop a new resident package with pertinent information relating to the town.
- Develop a Town Services Booklet.

TOWN MANAGER GOALS
February 1, 2008 through January 30, 2009

5. **Enhance Emergency Management Procedures:**
 - Encourage the County to establish the Town as a “point of distribution” for ice, water, food.

6. **Complete Employee Handbook and Training:**
 - Complete the total re-write of the employee handbook.
 - Negotiate with the union for total implementation of the handbook.
 - Train employees on the new handbook.
 - Train supervisors and department heads on the proper procedures for documenting progressive discipline.
 - Train all employees on the federal laws regarding sexual harassment/hostile work environment, etc.

7. **Focus on Community Redevelopment Agency (CRA) Economic Development:**
 - Update the 1996 Master Plan.
 - Coordinate economic development activities with professional consultants.
 - Hire a seasoned full time economic development director.
 - Create an economic development office on Park Avenue in the downtown district.
 - Develop design criteria for a façade improvement program for buildings on Park Ave. in the downtown district.
 - Develop a façade improvement grant program for the downtown district.
 - Acquire the north side of the 700 block of Foresteria Drive to provide for future parking opportunities for the Downtown District.
 - Complete the alleyway restoration project.
 - Continue to beautify the downtown area on Park Ave.