



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, August 3, 2011, 7:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Tim Stevens</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PROCLAMATION:**
  - 1. Honoring Edie McConville Tab 1
- G. **PRESENTATION:**
  - 2. Maritime Industry of Riviera Beach 4<sup>th</sup> Annual Father's Day Fishing Tournament Appreciation Plaque to the Town of Lake Park Tab 2
  - 3. Comprehensive Annual Financial Report Audit Presented by Ed Holt of Nolan, Holt, and Miner Tab 3
- H. **REPORT**
  - 4. Legislative Report by Intergovernmental Consultant Fausto Gomez Tab 4
  - 5. Project Status Report-Removal of Metal Storage Building, 115 U.S. Highway 1 Tab 5

**I. 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.

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

**For Approval:**

- |  |       |
|--|-------|
| 6. Special Call Swearing in Commission Meeting Minutes of July 13, 2011                    | Tab 6 |
| 7. Resolution No. 27-08-11 Fiscal Year 2012 Renewal of the Annual Employee Benefits        | Tab 7 |
| 8. Resolution No. 26-08-11 to Grant a Flowage Easement to Congress Avenue Properties, LTD. | Tab 8 |

**K. PUBLIC HEARING:  
QUASI-JUDICIAL**

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

- A. Staff Report
- B. Public/Applicant Comments
- C. Commission Deliberation

**ORDINANCE ON SECOND READING: (Read By Town Attorney)**

9. Ordinance No. 04-2011 – K-Mart Rezoning Tab 9  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S OFFICIAL ZONING MAP AND REZONING THE PROPERTY KNOWN AS THE K-MART PLAZA FROM C-1 TO PLANNED UNIT DEVELOPMENT ("PUD"); PROVIDING FOR WAIVERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- L. **ORDINANCE ON FIRST READING:**  
 10. Ordinance No. 05-2011 Bank Registry Tab 10  
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE III OF THE CODE OF ORDINANCES ENTITLED "HOUSING CODE" TO CREATE A NEW DIVISION 4, TO BE ENTITLED, "ABANDONED REAL PROPERTY;" PROVIDING FOR SECTION 54-101, ENTITLED "INTENT AND PURPOSE"; PROVIDING FOR SECTION 54-102, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 54-103, ENTITLED "APPLICABILITY"; PROVIDING FOR SECTION 54-104, ENTITLED "REGISTRATION OF ABANDONED RESIDENTIAL PROPERTY"; PROVIDING FOR SECTION 54-105 ENTITLED "MAINTENANCE REQUIREMENTS"; PROVIDING FOR SECTION 54-106, ENTITLED "SECURITY REQUIREMENTS"; PROVIDING FOR SECTION 54-107, ENTITLED "IMMUNITY OF ENFORCEMENT OFFICER"; PROVIDING FOR SECTION 54-108, ENTITLED "ADDITIONAL AUTHORITY"; PROVIDING FOR SECTION 54-109, ENTITLED "REMOVAL OF ABANDONED PERSONAL PROPERTY AUTHORIZED"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- M. **RESOLUTION:**  
 11. Resolution No. 25-08-11 K-Mart Plat Tab 11  
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE KMART RETAIL PLAZA PLAT PLAN TO SUBDIVIDE THE PROPERTY INTO PARCELS A, B AND C; AND PROVIDING FOR AN EFFECTIVE DATE.
- N. **BOARD MEMBERSHIP APPLICANTS:**  
 12. Planning & Zoning Board Tab 12  
 13. Library Board Tab 13
- O. **DISCUSSION AND POSSIBLE ACTION:**  
 14. Assignment of Board Liaison Tab 14  
 15. Interlocal Agreement between Palm Beach County and the Town of Lake Park for Funding of Additional Boat Trailer parking and Increased Public Access to the Lake Park Marina Tab 15
- P. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- Q. **ADJOURNMENT:**

# Proclamation

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: August 3, 2011**

**Agenda Item No. Tab 1**

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

**SUBJECT: Proclamation for Edie McConville**

**RECOMMENDED MOTION/ACTION: Approval of Proclamation**

**Approved by Town Manager** U. Davis **Date:** 7/25/11

**Virginia Martin, Grants Writer**  
Name/Title

7/14/2011  
Date of Actual Submittal

<b>Originating Department:</b>  <b>Commission</b>	Costs: \$ None  Funding Source:  Acct. #	<b>Attachments:</b>  <b>Proclamation</b>
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> <b>Town Manager</b> _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR <b>Not applicable in this case - E-M</b>  <b>Please initial one.</b>

**Summary Explanation/Background:** Edie McConville has served this community, and most particularly the children of this community, since the 1990s. She has served on Town Boards and in the local Kiwanis Club. The purpose of this item is to recognize her service and commitment to Lake Park and those in need.

# PROCLAMATION

## RECOGNIZING A CIVIC ACTIVIST AND HUMANITARIAN

**WHEREAS;** Edie McConville is a resident of Lake Park, Florida who served with distinction for eight years on the Town's Planning and Zoning Board, for three years on the Education Advisory Board, and for one year on the Code Compliance Board; and

**WHEREAS;** Edie was a founding member of the Kiwanis Club of Lake Park in 2000, and has filled various offices over the years, including President, Lieutenant Governor of the State Organization, and District Chairman for Fundraising; and

**WHEREAS;** Edie was responsible for establishing the Lake Park Kiwanis K-Kids group at Lake Park Elementary School; and

**WHEREAS;** Edie opens her home to a number of youth who need help with homework, acquiring a GED, life skills and etiquette; and

**WHEREAS;** Edie works to raise funds to improve the lives of underprivileged children and families in the community; and

**WHEREAS;** following the Hurricanes in 2004 when the Town was without electrical service, Edie and her husband Pete prepared great pots of food on their backyard grill, and delivered hot meals to local families in need; and

**WHEREAS;** when an earthquake devastated Haiti, Edie's house was "communication central" for local Haitians trying to locate relatives. Edie sent emails, contacted the Red Cross, and otherwise served as a resource for residents with family in Haiti; and

**WHEREAS;** the Commissioners of the Town of Lake Park and I want to acknowledge the long standing and ongoing humanitarian works of Edie McConville in helping change lives in this community, one child at a time.

**NOW, THEREFORE,** on behalf of the Town Commission and citizens of the Town of Lake Park, I, Mayor James DuBois, do hereby recognize Edie McConville for her lifetime of quiet, compassionate service to people of Lake Park, and particularly for her ongoing dedication to the children of this community.

**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 3<sup>rd</sup> day of August, 2011.



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

Mayor James DuBois

ATTEST:

\_\_\_\_\_  
Vivian Mendez, Town Clerk

# Presentation

# TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2011

Agenda Item No. *Tab 2*

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

**SUBJECT:** Maritime Academy of Riviera Beach 4<sup>th</sup> Annual Father's Day Fishing Tournament Presentation to the Town of Lake Park

**RECOMMENDED MOTION/ACTION:** Acceptance

Approved by Town Manager *W. J. Davis* Date: *7/25/11*  
*Melissa Brown, MARINA Director* July 22, 2011

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

**Summary Explanation/Background:** The Maritime Academy of Riviera Beach held its 4<sup>th</sup> Annual Father's Day Fishing Tournament at the Lake Park Harbor Marina on Saturday June 10, 2011. They will be presenting the Town Commission with a plaque in appreciation for the Town's support for this event.

# TAB 3



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: August 3, 2011**

**Agenda Item No. Tab 3**

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

**SUBJECT: Presentation Regarding the Comprehensive Annual Financial Report for Fiscal Year 2010.**

**RECOMMENDED MOTION/ACTION: Receive Audit.**

**Approved by Town Manager** Neil Davis

**Date:** 7/25/11

Anne M. Costello  
Anne M. Costello/Finance Director

7/25/11  
Date of Actual Submittal

<b>Originating Department:</b> Finance	Costs: \$ <u>N/A</u> Funding Source: Acct. #	<b>Attachments:</b> Comprehensive Annual Financial Report (Audit)
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u> <b>Please initial one.</b>

**Summary Explanation/Background:** The Town's independent audit firm of Nowlen, Holt & Miner, P.A. has completed the audit for Fiscal Year 2009/2010. Mr. Edward Holt, external auditor, from the firm of Nowlen, Holt & Miner, P.A. will briefly report on the condition of the Town's finances for Fiscal Year 2009/2010.



# **TOWN OF LAKE PARK FLORIDA**



## **Comprehensive Annual Financial Report**

**FISCAL YEAR ENDED  
SEPTEMBER 30, 2010**

**COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**TOWN OF LAKE PARK, FLORIDA**

**Fiscal Year Ended September 30, 2010**

**Prepared by  
Finance Department**

**Anne M. Costello  
Finance Director**

# THE TOWN OF LAKE PARK, FLORIDA

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SEPTEMBER 30, 2010

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# THE TOWN OF LAKE PARK, FLORIDA

## FINANCIAL STATEMENTS

SEPTEMBER 30, 2010

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## INTRODUCTORY SECTION



Finance  
Department

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3350  
Fax: (561) 881-3358

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

June 1, 2011

The Honorable Mayor,  
Members of the Town Commission and Citizens  
Town of Lake Park, Florida

The Comprehensive Annual Financial Report (CAFR) of the Town of Lake Park, Florida, (the "Town") for the fiscal year ended September 30, 2010, is hereby submitted. Florida law and the Rules of the Auditor General for the State of Florida require every municipality to complete a set of audited financial statements annually within twelve months of the close of the fiscal year. This report is published to fulfill that requirement for the year ended September 30, 2010.

This report consists of management's representation concerning the finances of the Town of Lake Park. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the Town of Lake Park has established a comprehensive internal control framework that is designed both to protect the Town assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town of Lake Park's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town of Lake Park's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Town of Lake Park's financial statements have been audited by Nowlen, Holt & Miner, P.A., certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town of Lake Park for the fiscal year ended September 30, 2010 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in financial statements; assign the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the Town of Lake Park's financial statements for the fiscal year ended September 30, 2010 are fairly presented in conformity with GAAP. The independent auditor's report is located at the front of the Financial Section of this report on page 1.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

#### PROFILE OF THE TOWN

Originally incorporated in 1923 as Kelsey City, the city was renamed in 1939 to the Town of Lake Park. The Town of Lake Park is a political subdivision of the State of Florida with a population of approximately 9,300 residents, ideally located in the southeastern part of the State on the Atlantic Intracoastal Waterway. The Town is primarily residential but has several types of light industry and shopping centers.

The Town of Lake Park operates under a commission-manager form of government. Policymaking and legislative authority are vested in a governing commission consisting of the Mayor, Vice-Mayor and three Commissioners. The governing body is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring both the Town Manager and Town Attorney. The Mayor and Commission members are elected on a non-partisan basis. All are elected for three-year terms.

Since the incorporation of the Town, elections have been staggered with only the Mayor being elected in one election year, two commissioners are elected in the next election year and the remaining two commissioners are elected in the next election year. The Town Manager is responsible for carrying out the policies and ordinances of the governing commission, for overseeing the day-to-day operations of the government and for appointing the heads of the various departments.

In 2008 the Department of Justice of the United States filed a civil action against the Town alleging that the current at-large method of electing the Commissioners for the Town, enhanced by the use of staggered terms and designated posts, resulted in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965. Subsequent to the end of Fiscal Year 2009, as a result of the Department of Justice Consent Decree with the Town which requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known as "Limited Voting", an ordinance was adopted to amend the Charter to reflect this change.

In March of 2010, elections were conducted in this manner and four commissioners were elected in town-wide contests under concurrent terms, voters were limited to casting a vote for only one candidate and the four candidates receiving the highest number of votes were elected to the commission. The Mayor will continue to be elected on the current schedule, every three years.

The Town of Lake Park provides a full range of services, including building inspections, code enforcement, residential and commercial sanitation service, recreation and cultural events. Police and fire protection are contracted through Palm Beach County. Water and sewer service is provided through a separate utility authority.

The Town's financial statements also include the Lake Park Community Redevelopment Agency (CRA); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III. The Town is financially accountable for the CRA which is included in the Town's financial statements as a blended component unit reported in a governmental (special revenue) fund, the CRA Fund.

The Town is required by State law to adopt an annual budget for the general fund. The annual budget serves as the foundation for the Town's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., police). The Town Manager may transfer resources within a department as needed. Budgetary transfers between departments require the approval of the Town Commission.

## LOCAL ECONOMY

The Town's economic growth continues to be stymied due to the national recession and collapse of the housing and real estate market. Property values increased dramatically throughout Palm Beach County and the Town of Lake Park between the years of 2002 through 2006, but slowed significantly in 2007. The taxable value of property within the Town decreased 5.5% in 2008, mainly due to the passage of Amendment One (Property Tax Reform) and an additional 15.8% in 2009 due to the economic downturn. Values dropped an additional 17.5% in 2010 bringing the assessed value of property within the Town back to 2005 levels. The relationship of commercial assessments compared to residential assessment has historically been around 50/50. With the decline in the housing market over the past few years this relationship has changed dramatically and has shifted to approximately 70/30. The Town does not anticipate any significant changes in the pace of planned new growth since most of the vacant parcels within the municipal limits have already been developed. It is anticipated that the decline in residential assessments has leveled off however there is concern that the commercial assessments have not reached the bottom yet.

The decrease in taxable values within the Town totaled more than \$255 million, which translated to a loss of over \$2 million dollars in tax revenue or 23% of the General fund. No increase in the millage was proposed or adopted for Fiscal Year 2011. This was the second year in a row that the Town has not increased the tax rate. While public safety costs represent 50% of the General Fund expenditures and consume in excess of 100% of the tax revenue, public safety is paramount to the citizens of the Town. Operational cuts across all departments, excluding public safety, continue to be implemented to counter the loss of revenue. Additional cuts are anticipated in the upcoming budget year as the Town continues to struggle with the declining property values.

The Town continues to look for ways to provide essential services to the public in the most cost efficient, effective way without the health, safety and welfare of the community being compromised. The use of one time sources of revenue for recurring expenditures is not an option given the modest level of reserves and the threat of hurricanes an annual possibility. Alternative sources of revenue and possibly increased fees will be explored for future budgets.

The Community Redevelopment Agency (CRA) purchased three residential properties along Foresteria Drive over the last two years. It is anticipated that these properties will be developed for additional downtown parking in the future when the economy improves and economic development occurs in the downtown area. Until additional parking becomes necessary and funds are available to improve the parcels for parking, the properties are being utilized by the Community Development Corporation, a non-profit agency, in collaboration with the Town and the CRA, for the Seeds of Hope Community Garden. The commercial property acquired in 2008, located at 800 Park Avenue, was refurbished and an art studio and gallery opened in March of 2010. Additional improvements are planned for the downtown alleyway between 7<sup>th</sup> and 8<sup>th</sup> streets. The CRA has initiated a façade improvement grant program that will provide for up to \$25,000 in matching grant monies to improve building facades. To complement this program, a business development loan program has been established to encourage development of the downtown business district located within the CRA boundaries. Several entities have applied for and received business development grants and loans to open eating establishments within the downtown business district. It is anticipated that these eateries will open by mid-year 2011.

## ACCOUNTING AND BUDGETARY CONTROLS

The accounting and financial reporting of the Town's general government operations takes place in four broad categories: the General Fund, Special Revenue Funds, Debt Service Fund and Insurance Internal Service Fund. The records and reports for these funds are maintained on the modified accrual basis, with revenue being recorded when measurable and available, and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the Town's enterprise operations and pension trust funds are maintained on the accrual basis.

Management of the government is responsible for establishing and maintaining internal controls designed to ensure that the assets of the government are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP). The internal control is designed to provide reasonable, rather than absolute, assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the evaluation of costs and benefits requires estimate and judgments by management.

As a recipient of federal, state and local awards, the Town is responsible for ensuring that adequate internal control is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control is subject to periodic evaluation by management.

Annually, tests are performed by external auditors to determine the adequacy of the Town's internal control, including that portion related to federal awards programs, as well as to determine that the Town has complied with applicable laws and regulations.

In addition, the government maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the legal provisions embodied in the annual budget approved by the government's

governing body. Activities of the General Fund, Community Redevelopment Agency, Debt Service Fund and proprietary funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the department level within the individual fund. The government also maintains an encumbrance accounting system as one technique of accomplishing budgetary control.

As demonstrated by the basic financial statements and schedules included in the financial section of the report, the government continues to meet its responsibility for sound financial management.

## MAJOR INITIATIVES

During recent years, the Town has devoted a significant amount of time, energy and resources to the continuing growth and redevelopment of the Town. The Town continued its work with the older neighborhoods to develop improvement plans and then commit the financial resources to help them achieve their goals. Systematic resurfacing of streets and sidewalks and repair of the storm drainage system in the Town has continued.

### Stormwater Improvements

Lake Shore Drive is currently a 2 lane, undivided roadway with sidewalks, but without bicycle lanes, located in the center of the Right-of-Way beside and between two Town-owned parks. The proposed improvements will relocate the roadway to the east side of the Right-of-Way and raise it 6" to 12" to eliminate the flooding problems. New curbs, bicycle lanes and sidewalks will be constructed. The 650' portion of the existing roadway between Kelsey Park and Lakeshore Park will be removed and replaced with a pedestrian walkway. The existing drainage system features 4 direct outfalls into Lake Worth without any provision for water quality treatment. The new drainage system will provide water quality treatment for the new roadway and reduce the amount of runoff entering Lake Worth as well as capture a portion of the first flush of stormwater runoff. As part of this project, an asbestos cement water main will be de-activated and replaced by a new ductile iron water main. Various grant programs are being explored to fund these improvements.

### Ballfield Restrooms

This project is the demolition and replacement of the restrooms at the community's athletic fields and park that hosts summer camp and afterschool programming. This park serves as recreational space for a majority of our low and moderate income populations, particularly the after-school and summer youth programs. Funding has been secured from the Community Development Block Grant Program.

### Marina Parking and Pedestrian Promenade

The Lake Park Harbor Marina project has acquired a parcel of land located adjacent to the Marina's boat trailer lot at the northeast corner of Silver Beach Road and US Highway 1, to expand Marina parking. The lot will provide 30 additional boat trailer parking spaces and 16 standard auto spaces. This lot will increase trailer access by 59%, and provide much needed trailer parking for water access in the County.

The second component of this project involves the construction of a pedestrian promenade, which will provide boaters and the non-boating public with pedestrian access to the waterfront.

Grant funding is being pursued for this initiative.

The Commission and staff are continuing to move ahead with ambitious plans to revitalize the Town, its downtown area and develop the western corridor. Grant monies will continue to be vigorously pursued to supplement Town funds for operations and improvements.

## CERTIFICATE OF ACHIEVEMENT

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town of Lake Park for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2009. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized CAFR, whose contents conform to program standards. This report must satisfy both U.S Generally Accepted Accounting Principles (GAAP) and applicable legal requirements. The Certificate of Achievement is the highest form of recognition for excellence in state and local government financial reporting.

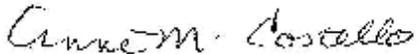
A Certificate of Achievement is valid for a period of one year only. The Town of Lake Park has received a Certificate of Achievement for the past five years. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

## ACKNOWLEDGEMENTS

A comprehensive annual financial report of this type and depth, illustrating the results of operations of the entire Town and its various diversified funds and activities, could not have been prepared so completely without the dedication and efficiency of the entire Finance Department staff; Deborah Doiron, Merry Ann Catusus, Dena Davis and Nadine Mensah. Their dedication and hard work is greatly appreciated. My appreciation is also extended to our independent auditors, Nowlen, Holt & Miner, P.A. for their cooperation and guidance.

Special appreciation is extended to the Mayor, Town Commission, Town Manager, and Department Heads for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

Respectfully submitted,



Anne M. Costello  
Director of Finance

# **TOWN OF LAKE PARK**

## **List of Principal Officials**

**September 30, 2010**

### **Mayor**

Desca DuBois

### **Vice Mayor**

Patricia Osterman

### **Town Commission**

Steve Hockman  
Jeanine Longtin  
Kendall R. Rumsey

### **Town Manager**

Maria V. Davis

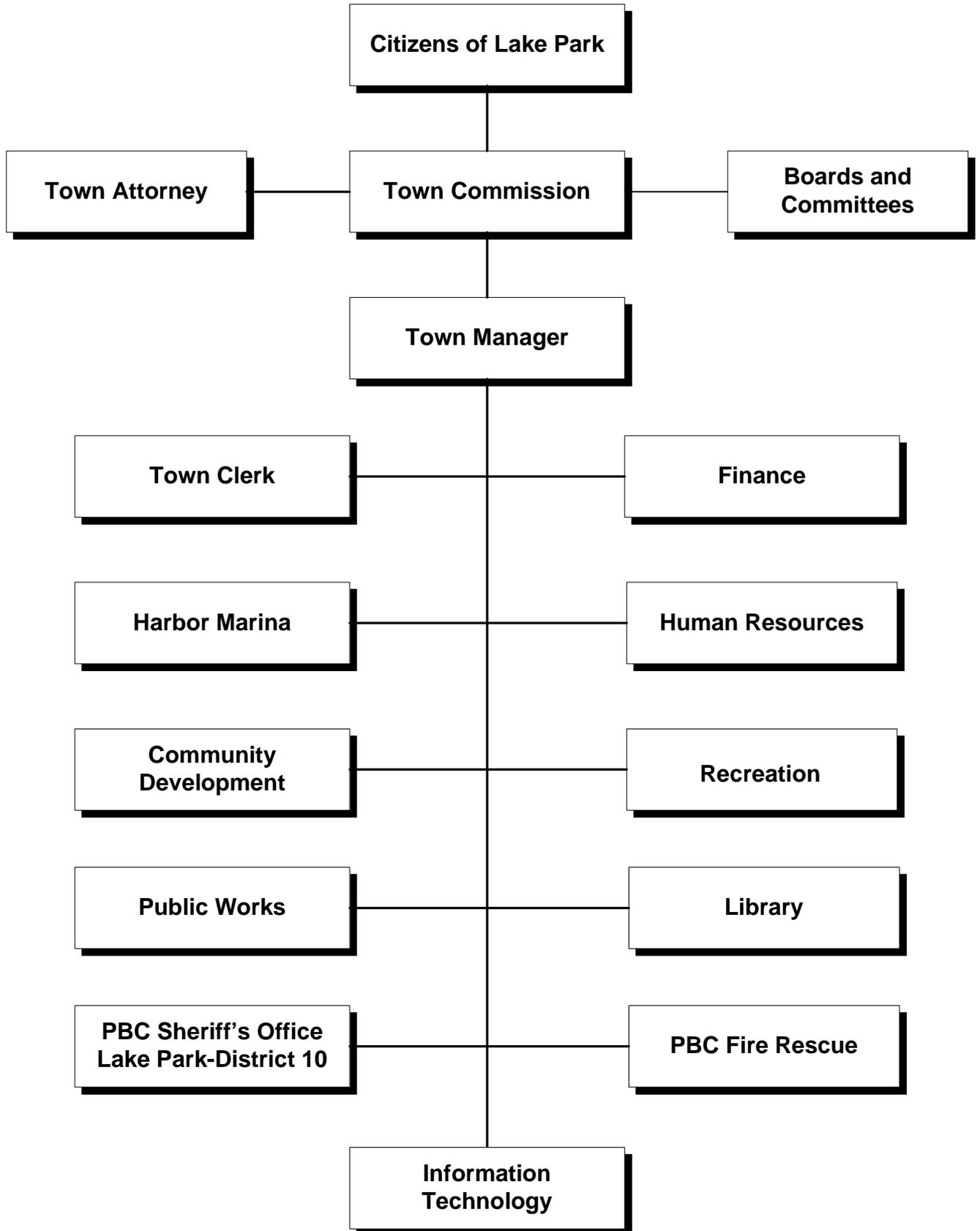
### **Finance Director**

Anne M. Costello

Public Works Director  
Community Development Director  
Library Director  
Recreation Director  
Town Clerk  
Harbor Marina Director  
Human Resources Director  
Information Technology Director  
Grants Writer

J. David Hunt  
Patrick Sullivan  
Karen Mahnk  
Gregory Dowling  
Vivian Mendez Lemley  
Michael Pisano  
Bambi McKibbon-Turner  
Hoa Hoang  
Virginia M. Martin

**TOWN OF LAKE PARK, FLORIDA  
ORGANIZATIONAL CHART**



# Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Lake Park  
Florida

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended  
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



A stylized handwritten signature in black ink.

President

A handwritten signature in black ink, appearing to read "Jeffrey R. Emer".

Executive Director

## FINANCIAL SECTION



# NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE  
215 FIFTH STREET, SUITE 200  
POST OFFICE BOX 347  
WEST PALM BEACH, FLORIDA 33402-0347  
TELEPHONE (561) 659-3060  
FAX (561) 835-0628  
WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA  
EDWARD T. HOLT, CPA  
WILLIAM B. MINER, CPA  
ROBERT W. HENDRICK, JR., CPA  
JANET R. BARBOVICH, CPA

KATHLEEN A. MINER, CPA  
TERRY L. MORTON, JR., CPA  
N. RONALD BENNETT, CPA  
J. MICHAEL STEVENS, CPA  
ALEXIA G. VARGA, CPA  
BRIAN J. BRESCHIA, CFPP, CPA  
KARA D. PETERSON, CPA  
EDWARD T. HOLT, JR., CPA

## INDEPENDENT AUDITORS' REPORT

BELLE GLADE OFFICE  
333 S.E. 2nd STREET  
POST OFFICE BOX 338  
BELLE GLADE, FLORIDA 33430-0338  
TELEPHONE (561) 898-5612  
FAX (561) 898-8248

The Honorable Mayor and Members of the Town Commission  
Town of Lake Park, Florida

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida as of and for the year ended September 30, 2010, which collectively comprise the Town's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Town of Lake Park, Florida's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida as of September 30, 2010, and the respective changes in financial position, and cash flows, where applicable, thereof for the year then ended in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2011, on our consideration of the Town of Lake Park, Florida's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that

testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 13, Pension and Other Post Employment Benefit trend information on pages 67 through 69, and budgetary comparison information on pages 70 through 78 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Lake Park, Florida's financial statements as a whole. The introductory section, other supplementary information, and statistical section listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. The other supplementary information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Nowlen, Holt & Mimer, P.A.*

May 10, 2011  
West Palm Beach, Florida

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

The Town of Lake Park, Florida (Town) administration offers readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2010. Readers are encouraged to consider the information presented here in conjunction with additional information that has been furnished in the transmittal letter and the accompanying basic financial statements.

The information contained within this Management's Discussion and Analysis (MD&A) is only a component of the entire financial statement report. Readers should take time to read and evaluate all sections of the report, including the Notes to the Financial Statements and the Required Supplementary Information that is provided in addition to this MD&A.

### **Financial Highlights**

#### ***Government-Wide Financial Statements***

- The assets of the Town of Lake Park exceeded its liabilities at September 30, 2010 by \$7,299,612. Of this amount, unrestricted net assets of \$1,198,404 may be used to meet the government's ongoing obligations to citizens and creditors.
- The total net assets decreased by \$1,449,289, of which \$656,553 was attributed to governmental activities and a decrease of \$792,736 was related to business-type activities. The decrease in net assets of the business-type activities of the Town is directly related to the on-going pursuit of the deficiencies and potential litigation related to the construction of the Marina.

#### ***Fund Financial Statements***

- As of the close of the 2010 Fiscal Year, the Town of Lake Park's General Fund reported ending fund balance of \$3,069,345 a decrease of \$344,605 from the prior year. Of the total, \$2,558,572 is restricted or reserved, specifically designated and not available for spending and \$510,773 is unreserved, undesignated and available for future uses by the Town Commission.
- At the end of the 2010 Fiscal Year, the unreserved fund balance for the General Fund represented 6% of total General Fund expenditures or approximately 25 days of available funding.
- Total long term obligations for the Town decreased \$921,883. General Obligation Bond debt and loans payable decreased in the amount of \$1,007,410, due to scheduled principal payments, along with a decrease in Capital Lease obligations in the amount of \$23,592.

## USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The three components of the financial statements are: (1) Government-wide financial statements that include the Statement of Net Assets and the Statement of Activities. These statements provide information about the activities of the Town as a whole. (2) Fund financial statements tell how these services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Town's operations in more detail than the government-wide statements by providing information about the Town's most significant funds. (3) Notes to the basic financial statements expand upon information reported in the government-wide and governmental fund statements.

## REPORTING THE TOWN AS A WHOLE

### **Statement of Net Assets and the Statement of Activities (Government-wide)**

A frequently asked question regarding the Town's financial health is whether the year's activities contributed positively to the overall financial well being. The Statement of Net Assets and the Statement of Activities report information about the Town as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account, regardless of when cash is received or paid.

These two statements report the Town's net assets and changes therein. Net assets, the difference between assets and liabilities, are one way to measure the Town's financial health, or financial position. Over time, increases or decreases in net assets are an indicator of whether the financial health is improving or deteriorating.

The Statement of Net Assets and the Statement of Activities present information about the following:

- **Governmental activities** - All of the Town's basic services are considered to be governmental activities, including general government, community development, public safety, public services, library, and recreation. Property taxes, sales taxes, utility taxes, intergovernmental revenue and franchise fees finance most of these activities.
- **Proprietary activities/Business-type activities** - The Town charges a fee to customers to cover all or most of the cost of the services provided. The Town's Sanitation Fund, Stormwater Fund and Marina Fund are reported in this category.

## REPORTING THE TOWN'S MOST SIGNIFICANT FUNDS

### Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Town as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants, and other money. The Town's four kinds of funds, governmental, proprietary, fiduciary, and special revenue, use different accounting approaches as explained below.

- Governmental funds - Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The basic governmental fund financial statements can be found on pages 17-20 of this report.
- Enterprise funds - The Town has three enterprise funds, Sanitation, Stormwater and Marina, which charge customers for the services they provide. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Assets and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 21-23 of this report.
- Fiduciary funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 24-25 of this report.
- Special Revenue funds - Special Revenue funds are used to account for the proceeds of specific revenue sources that are restricted to expenditure for specified purposes. The Town has two funds in this category: the CRA Fund and Streets & Roads Fund. The basic fund financial statements can be found on pages 17-20 of this report.

## **Notes to the financial statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 26-66 of this report.

## **Other information**

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the Town's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information for pension benefits can be found on page 67-68 of this report.

The Town adopts annual appropriated budgets for the General Fund and CRA. Budgetary comparison schedules for the General Fund and CRA are included as *Required Supplementary Information* on pages 70-78 to demonstrate compliance with the budget.

The Town also adopts an annual budget for the Streets and Roads Fund, Insurance Fund, and Debt Service Fund. Budgetary comparison schedules for these funds are also included as Other Supplementary Information section of this report. The combining and individual fund statements and schedules are presented immediately following the required supplementary information on pages 81-83 of this report.

## **Government-Wide Financial Analysis**

**Net Assets:** As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets exceeded liabilities by \$4,822,639. Business-type activity assets exceeded liabilities by \$2,476,973. The Town-wide total net assets were \$7,299,612 at the close of the fiscal year ended September 30, 2010. The Statement of Net Assets is on page 14 of this report.

The Town's investment in capital assets (e.g., land, buildings, equipment and vehicles, less any related debt used to acquire those assets that is still outstanding) was \$6,014,306 or 81% of total net assets at September 30, 2010. Capital assets total \$19,849,331 at September 30, 2010, or 84% of all assets, which total \$23,359,572. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the net assets (1 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net assets (\$1,292,814) may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Statement of Net Assets for the current year as compared to the prior year.

	<b>Net Assets</b>					
	2010	2009	2010	2009	2010	2009
<b>Assets:</b>						
Current and other assets	\$ 4,749,083	\$ 5,897,157	\$ (938,842)	\$ (630,864)	\$ 3,810,241	\$ 5,266,293
Capital assets	10,231,068	10,497,860	9,618,263	10,373,202	19,849,331	20,871,062
Total assets	<u>14,980,151</u>	<u>16,395,017</u>	<u>8,679,421</u>	<u>9,742,338</u>	<u>23,659,572</u>	<u>26,137,355</u>
<b>Liabilities:</b>						
Long-term liabilities	9,574,538	10,229,282	5,945,663	6,212,802	15,520,201	16,442,084
Other liabilities	582,974	686,543	256,785	259,827	839,759	946,370
Total liabilities	<u>10,157,512</u>	<u>10,915,825</u>	<u>6,202,448</u>	<u>6,472,629</u>	<u>16,359,960</u>	<u>17,388,454</u>
<b>Net assets:</b>						
Invested in capital assets, net of related debt	2,204,432	2,062,366	3,809,874	4,297,968	6,014,306	6,360,334
Restricted	86,902	96,090	-	-	86,902	96,090
Unrestricted	2,531,305	3,320,736	(1,332,901)	(1,028,259)	1,198,404	2,292,477
Total net assets	<u>\$ 4,822,639</u>	<u>\$ 5,479,192</u>	<u>\$ 2,476,973</u>	<u>\$ 3,269,709</u>	<u>\$ 7,299,612</u>	<u>\$ 8,748,901</u>

**Governmental Activities:** Net assets of the governmental activities of the Town have decreased \$656,553 from 2009. Total assets of governmental activities have decreased \$1,414,866 while total liabilities have also decreased \$758,313. Unrestricted net assets are down \$789,431.

**Business Activities:** Net assets for business activities have decreased \$792,736 from 2009. Total assets are down \$1,062,917 while total liabilities have decreased \$270,181. Unrestricted net assets have further declined by \$304,642. On-going construction deficiency issues and subsequent professional fees for pending litigation at the Marina facility have contributed to the financial condition of business activities.

The following is a summary of the changes in net assets for the years ended September 30, 2010 and 2009:

## Changes in Net Assets

	Governmental Activities		Business Activities		Total	
	2010	2009	2010	2009	2010	2009
Revenues:						
Program revenues:						
Charges for services	\$ 960,818	\$ 877,665	\$ 3,191,485	\$ 2,874,363	\$ 4,152,303	\$ 3,752,028
Operating grants and contributions	15,926	11,639		-	15,926	11,639
Capital grants and contributions	62,809	187,795	4,246	206,031	67,055	393,826
General revenues:						
Taxes	7,490,502	8,897,525		-	7,490,502	8,897,525
Intergovernmental	1,144,701	893,510		-	1,144,701	893,510
Investment earnings	54,473	54,121	16,780	7,100	71,253	61,221
Miscellaneous revenues		102,096		-	-	102,096
Gain on sale of equipment	174	-	8,355	-	8,529	-
Total revenues	<u>\$ 9,729,403</u>	<u>\$ 11,024,351</u>	<u>\$ 3,220,866</u>	<u>\$ 3,087,494</u>	<u>\$ 12,950,269</u>	<u>\$ 14,111,845</u>

Overall total revenues are down \$1,161,576. Program revenues increased \$77,791 while general revenues have declined \$1,239,367.

**Governmental Activities:** Revenue collections of taxes including property taxes, franchise fees, utility services taxes, fuel taxes and communication services taxes have decreased \$1,407,023. Property values within the Town decreased an additional 15% in 2010. When combined with the loss in value from Amendment One, property tax reform, values within the Town have decreased more than \$149 million dollars or 20% since 2008. The increase in charges for services of governmental activities is attributable to a change in accounting procedures for billing of fuel reimbursements to Palm Beach County Sheriff's Office.

**Business Activities:** Charges for services for business activities of the Town have increased \$317,122. This is the result of rate increases in both Sanitation and Stormwater in addition to increased fuel sales at the marina.

	Governmental Activities		Business Activities		Total	
	2010	2009	2010	2009	2010	2009
Expenses:						
General government	\$ 2,543,961	\$ 2,656,309	\$	\$	\$ 2,543,961	\$ 2,656,309
Public safety	5,723,360	5,421,845			5,723,360	5,421,845
Physical environment	349,637	319,993			349,637	319,993
Transportation	600,669	659,113			600,669	659,113
Culture and recreation	987,778	1,242,156			987,778	1,242,156
Economic Impact	32,063				32,063	
Interest on long-term debt	430,289	420,671			430,289	420,671
Marina			2,005,435	1,734,561	2,005,435	1,734,561
Sanitation			1,412,372	1,430,694	1,412,372	1,430,694
Stormwater			313,994	208,668	313,994	208,668
Total expenses	<u>10,667,757</u>	<u>10,720,087</u>	<u>3,731,801</u>	<u>3,373,923</u>	<u>14,399,558</u>	<u>14,094,010</u>
Transfers In/(Out)	<u>281,801</u>	<u>212,554</u>	<u>(281,801)</u>	<u>(212,554)</u>		
Increase in net assets	(656,553)	516,818	(792,736)	(498,983)	(1,449,289)	17,835
Net assets - beginning of year	<u>5,479,192</u>	<u>4,962,374</u>	<u>3,269,709</u>	<u>3,768,692</u>	<u>8,748,901</u>	<u>8,731,066</u>
Net assets - end of year	<u>\$ 4,822,639</u>	<u>\$ 5,479,192</u>	<u>\$ 2,476,973</u>	<u>\$ 3,269,709</u>	<u>\$ 7,299,612</u>	<u>\$ 8,748,901</u>

Overall net assets decreased \$1,449,289. The decrease in net assets in governmental activities is directly related to the decrease in net assets of business activities. On-going construction deficiencies, remedial measures and pending litigation at the municipal marina has placed an undue burden on the finances of the marina operation. These deficiencies have prevented the marina from fully utilizing the marina facilities hindering its ability to maximize revenues. Pending the final outcome of this situation, the General Fund has advanced funds to the marina to support operations.

**Governmental Activities:** Changes in expenses from 2009 in Public safety are attributable to the accounting procedures implemented for the fuel reimbursements from the Palm Beach County Sheriff's Office. The increase in expenses for Physical Environment are due to the addition of the parking meter operation. The decrease in Culture and Recreation is due budgetary cuts and the offset of a portion of the Recreation Director's wages to the CRA.

**Business-type Activities:** The increase in expenses for the Marina Fund are the result of construction deficiencies and professional and legal fees associated with this situation. Expenses in the Stormwater Fund in 2010 reflect twelve months of operations and a full staff whereas 2009 expenses reflect partial year operations and staffing.

### **Financial Analysis of the Governments' Funds**

As noted earlier, the Town of Lake Park uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

**Governmental Funds.** The focus of the Town's governmental fund financial statements is to provide information on near-term inflows, outflows, and balances of spendable

resources. Such information is useful in assessing the Town's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At September 30, 2010, the Town's primary operating fund, the General Fund, reported ending fund balance of \$3,069,345 a decrease of \$344,605 from the prior year. Of this amount, \$543,197 is considered unreserved fund balance however; \$32,424 is designated for specific purposes; (1) Community Improvement Beautification (CIB) Fund and (2) library donations designated for improvements. The balance, \$510,773 is undesignated and available for spending at the Town's discretion however it is recommended that these funds be maintained at this level in the event of an emergency such as a hurricane. The remainder of fund balance (\$2,526,148) is reserved to indicate that it is not available for new spending because it has already been committed (1) to liquidate contracts and purchase orders of the prior period (\$62,849), (2) for inventories and prepaid expenses (\$235,961), (3) for capital projects (\$120,800), (4) as advances to other funds, in particular to cover the cash deficit in the pooled cash of the Marina Fund (\$2,050,000).

As a measure of the General Fund's liquidity, it may be useful to compare both unreserved fund balance and total fund balance to total fund expenditures. Unreserved fund balance represents 6 percent (approximately 25 days) of total general fund expenditures, while total fund balance represents 36 percent of that same amount. A sound financial management policy would dictate that the unreserved, undesignated fund balance be maintained between 10-25% of total expenditures. To that end, the budget for Fiscal Year 2011 has been constructed to provide an increase in the fund balance at the end of the year, absent significant revenue shortfalls or at least be able to maintain the current level of fund balance in the event of revenue shortfalls.

### **General Fund Budgetary Highlights**

The annual General Fund budget is adopted after two public hearings and approval of the Town Commission. Any amendments that would exceed the original budget at the fund level or would require funds to be transferred from contingency would require a formal budget amendment requiring the adoption of a resolution by the Town Commission. The original General Fund appropriation was increased \$212,515 by the Town Commission during the year.

The budget was amended for new programs implemented after the adoption of the budget, revenues and corresponding expenditures not anticipated during the budget process. These items had no appropriations in the original budget. Additionally there were changes to the method to account for transactions related to fuel reimbursements from the Sheriff's office and debt payments associated with an inter-local agreement between the Town and the Community Redevelopment Agency (CRA).

The schedule below reconciles the original and amended (final) General Fund budget for Fiscal Year 2010:

Original adopted budget October 1, 2009	\$ 9,724,755
Additions to budget:	
New programs	\$ 9,430

Reimbursements – Fuel	\$ 111,765
Inter-local agreement with the CRA	<u>\$ 91,320</u>
Final budget September 30, 2010	<u>\$ 9,937,270</u>

There were no amendments to the adopted budget of the Community Redevelopment Agency in Fiscal Year 2010.

### Capital Asset and Debt Administration

**Capital assets.** The Town’s total investment in capital assets at September 30, 2010 was \$19,849,331 (net of accumulated depreciation). Capital assets include land, construction in progress, buildings, equipment and vehicles and infrastructure. The Town’s net capital assets at September 30, 2010 and 2009 are summarized as follows:

#### Capital Assets (Net of depreciation)

	Governmental Activities		Business Activities		Total	
	2010	2009	2010	2009	2010	2009
Land	\$ 2,691,891	\$ 2,688,733	\$ 81,157	\$ 81,157	\$ 2,773,048	\$ 2,769,890
Construction in progress	29,622	31,170	382,946	309,826	412,568	340,996
Buildings	3,238,303	3,422,038	-	-	3,238,303	3,422,038
Equipment and vehicles	414,038	496,665	1,024,931	1,376,354	1,438,969	1,873,019
Streets, roads, and sidewalks	3,857,214	3,859,254	8,129,229	8,605,865	11,986,443	-
<b>Total assets</b>	<u>\$ 10,231,068</u>	<u>\$ 10,497,860</u>	<u>\$ 9,618,263</u>	<u>\$ 10,373,202</u>	<u>\$ 19,849,331</u>	<u>\$ 20,871,062</u>

Capital projects completed during Fiscal Year 2010 included the following:

- Installation of the parking meter system in and around Lake Shore Park and at the municipal Marina.
- Construction of a parking lot adjacent to the northern lot of the Marina to accommodate overflow vehicles from the Marina due to traffic from charter boat customers.
- Lighting improvements along a portion of Bayberry Drive.
- Installation of security cameras at the ballfield complex.
- Demolition of existing structures located at 711,725 and 761 Foresteria Drive.
- Renovation of and improvements to 800 Park Avenue for the Art on Park Studios and Gallery.
- Phase I improvements to Ilex Park including irrigation and landscaping with funding from the Department of Agriculture, Division of Urban Forestry Grant.
- Upgrade of the server at the municipal library.

Additional information on the Town's capital assets can be found in Note #6 on pages 44-45 of this report.

**Long-term debt.** At year end 2010 the Town had \$15.4 million of outstanding debt. No new debt was incurred during fiscal year 2010. The debt position of the Town is summarized as follows:

	Governmental Activities		Business Activities		Total	
	2010	2009	2010	2009	2010	2009
Loans Payable	\$ 9,303,069	\$ 10,050,675	5,752,147	6,011,951	\$ 15,055,216	\$ 16,062,626
Capital lease obligations	9,767	28,702	2,403	7,060	12,170	35,762
Other Post-Emp. Benefits Pension contrib. payable	8,967	-	3,367	-	12,334	-
Compensated absenses	94,410	-	-	-	94,410	-
Unamortized premium	158,325	149,905	46,485	46,275	204,810	196,180
Total	-	-	141,261	147,516	141,261	147,516
	<u>\$ 9,574,538</u>	<u>\$ 10,229,282</u>	<u>\$ 5,945,663</u>	<u>\$ 6,212,802</u>	<u>\$ 15,520,201</u>	<u>\$ 16,442,084</u>

Additional information on the Town's debt can be found in Note #8 on pages 46-55 of this report.

### **Economic factors and Next Year's Budgets and Rates**

The Town, along with all other surrounding communities, saw a decrease in the taxable value of properties due to the economic decline experienced nationwide. Values dropped an additional 17.5% within the Town. The taxable assessed value of homes within the Town has dropped below the 2005 level. Combined with the decreases of the previous two years, this drop in equates to a loss of more than \$2 million dollars in tax revenue per year.

For fiscal year 2010-2011 the Town Commission adopted a General Fund budget of \$8,955,965 compared with the final amended budget for fiscal year 2009-2010 in the amount of \$9,937,270. The operating millage rate remained the same as the previous two fiscal years, 8.5163 mills. Due to the declining values, the debt millage rate increased to 1.70 mills to meet debt service requirements of the General Obligation bonds of 1997 and 1998.

The greatest impact on the General Fund expenditures is Public Safety which represents 50% of the total and uses 100% of the property tax revenue plus an additional \$741,025 of other revenues of the Town. In an effort to off-set some of the impact on the General Fund revenue, the Town Commission installed a parking meter system along the waterfront areas of the Town to generate additional monies to fund other services of the Town. Operational cuts across the all departments were implemented and furlough days were mandated to offset the loss of revenue.

There were no rate increases adopted for the sanitation and stormwater enterprise operations for Fiscal Year 2011. The dockage rates and utility fee at Marina were increased to offset inflationary increases to the cost of operations.

### **Requests for Information**

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability. Questions concerning information provided in this report or requests for additional financial information should be directed to:

Finance Department  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
(561) 881-3350

## BASIC FINANCIAL STATEMENTS

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Net Assets**  
**September 30, 2010**

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
<b>Assets</b>			
Pooled cash and cash equivalents	\$ 1,737,560	\$ 745,460	\$ 2,483,020
Restricted cash and cash equivalents	196,150		196,150
Investments	42,390	23,599	65,989
Accounts receivable, net	221,993	132,410	354,403
Notes receivable	63,875		63,875
Due from other governments	152,292	67,426	219,718
Internal balances	2,012,683	(2,012,683)	
Inventory	9,022	17,524	26,546
Prepaid items	313,118		313,118
Unamortized bond costs		87,422	87,422
<b>Capital assets</b>			
Capital assets not being depreciated	2,721,513	464,103	3,185,616
Capital assets being depreciated, net of accumulated depreciation	7,509,555	9,154,160	16,663,715
Total assets	<u>14,980,151</u>	<u>8,679,421</u>	<u>23,659,572</u>
<b>Liabilities</b>			
Accounts payable	105,852	75,638	181,490
Accrued expenses	46,800	15,489	62,289
Accrued interest payable	59,465	88,875	148,340
Unearned revenue	310,800	56,140	366,940
Deposits	60,057	20,643	80,700
<b>Noncurrent liabilities:</b>			
Due within one year	848,145	288,717	1,136,862
Due in more than one year	8,726,393	5,656,946	14,383,339
Total liabilities	<u>10,157,512</u>	<u>6,202,448</u>	<u>16,359,960</u>
<b>Net Assets</b>			
Invested in capital assets, net of related debt	2,204,432	3,809,874	6,014,306
<b>Restricted for:</b>			
Debt service	86,902		86,902
Unrestricted	2,531,305	(1,332,901)	1,198,404
Total net assets	<u>\$ 4,822,639</u>	<u>\$ 2,476,973</u>	<u>\$ 7,299,612</u>

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Activities**  
**For the Year Ended September 30, 2010**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Charges for Activities</u>
Government:		
Governmental activities		
General government	\$ 2,543,961	\$ 58,700
Public safety	5,723,360	786,338
Physical environment	349,637	
Transportation	600,669	40,396
Culture and recreation	987,778	75,384
Economic environmnet	32,063	
Interest on long-term debt	430,289	
Total governmental activities	<u>10,667,757</u>	<u>960,818</u>
Business-type activities		
Marina	2,005,435	1,166,201
Sanitation	1,412,372	1,510,419
Stormwater	313,994	514,865
Total business-type activities	<u>3,731,801</u>	<u>3,191,485</u>
Total	<u>\$ 14,399,558</u>	<u>\$ 4,152,303</u>

Program Revenues		Net Expense (Revenue) and Changes in Net Assets		
Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
\$	\$	\$ (2,485,261)	\$	\$ (2,485,261)
	3,379	(4,933,643)		(4,933,643)
	16,180	(349,637)		(349,637)
15,926	43,250	(544,093)		(544,093)
		(853,218)		(853,218)
		(32,063)		(32,063)
		(430,289)		(430,289)
<u>15,926</u>	<u>62,809</u>	<u>(9,628,204)</u>		<u>(9,628,204)</u>
			(839,234)	(839,234)
			98,047	98,047
	4,246		205,117	205,117
	<u>4,246</u>		<u>(536,070)</u>	<u>(536,070)</u>
<u>\$ 15,926</u>	<u>\$ 67,055</u>	<u>(9,628,204)</u>	<u>(536,070)</u>	<u>(10,164,274)</u>
General Revenues:				
Taxes:				
Property taxes		5,448,106		5,448,106
Franchise fees		569,868		569,868
Utility service taxes		771,384		771,384
Local option gas taxes		236,960		236,960
Communication services taxes		464,184		464,184
Unrestricted intergovernmental shared revenues		1,144,701		1,144,701
Gain on sale of surplus property		174	8,355	8,529
Investment earnings		54,473	16,780	71,253
Transfers		281,801	(281,801)	
Total general revenues and transfers		<u>8,971,651</u>	<u>(256,666)</u>	<u>8,714,985</u>
Change in net assets		(656,553)	(792,736)	(1,449,289)
Net assets, beginning of year		<u>5,479,192</u>	<u>3,269,709</u>	<u>8,748,901</u>
Net assets, end of year		<u>\$ 4,822,639</u>	<u>\$ 2,476,973</u>	<u>\$ 7,299,612</u>

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Balance Sheet**  
**Governmental Funds**  
**September 30, 2010**

	<u>Major Governmental Funds</u>		<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
	<u>General</u>	<u>CRA Fund</u>		
<b>Assets</b>				
Pooled cash and cash equivalents	\$ 921,504	\$ 658,284	\$ 146,813	\$ 1,726,601
Restricted cash and cash equivalents	120,800	75,350		196,150
Investments	37,786	3,417	1,187	42,390
Accounts receivable, net	221,188	805		221,993
Notes receivable		63,875		63,875
Due from other governments	104,366		47,926	152,292
Due from other funds	854,181	1,091,081		1,945,262
Advances to other funds	2,106,538			2,106,538
Inventory	9,022			9,022
Prepaid items	226,939	23,544		250,483
Total assets	<u>\$ 4,602,324</u>	<u>\$ 1,916,356</u>	<u>\$ 195,926</u>	<u>\$ 6,714,606</u>
<b>Liabilities and fund balances</b>				
<b>Liabilities</b>				
Accounts payable	76,139	19,242	3,687	99,068
Accrued items	41,636	2,980	2,184	46,800
Deferred revenue	264,336		46,464	310,800
Due to other funds	1,091,081	841,081	13,100	1,945,262
Advance from other funds		56,538		56,538
Deposits	59,787	270		60,057
Total liabilities	<u>\$ 1,532,979</u>	<u>\$ 920,111</u>	<u>\$ 65,435</u>	<u>\$ 2,518,525</u>
<b>Fund balances</b>				
Reserved for/reported in:				
Inventories and prepaids	235,961	23,544		259,505
Encumbrances	62,849	55,812		118,661
Advances to other funds	2,106,538			2,106,538
Debt service/debt service fund			86,902	86,902
Capital projects	120,800	75,350		196,150
Unreserved				
Designated for community improvement	10,000			10,000
Designated for library improvements	22,424			22,424
Undesignated, reported in				
General fund	510,773			510,773
Special revenue funds		841,539	803	842,342
Capital projects funds			42,786	42,786
Total fund balances	<u>3,069,345</u>	<u>996,245</u>	<u>130,491</u>	<u>4,196,081</u>
Total liabilities and fund balances	<u>\$ 4,602,324</u>	<u>\$ 1,916,356</u>	<u>\$ 195,926</u>	<u>\$ 6,714,606</u>

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Reconciliation of the Balance Sheet – Governmental Funds**  
**to the Statement of Net Assets**  
**Governmental Funds**  
**September 30, 2010**

Total Fund Balances - Governmental Funds \$ 4,196,081

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:

Governmental capital assets	\$ 16,512,536	
Less accumulated depreciation	<u>(6,281,468)</u>	10,231,068

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds.

Accrued interest payable on long-term debt	(59,465)	
Compensated absences	(158,325)	
Other post-employment benefits	(8,967)	
Pension payable	(94,410)	
Loans payable	(4,498,425)	
General obligation bonds	(4,804,644)	
Capital leases	<u>(9,767)</u>	(9,634,003)

Internal service funds are used by management to charge costs of certain activities to individual funds. The assets and liabilities of internal service funds are included in governmental activities in the statement of net assets.

29,493

Net assets of governmental activities

\$ 4,822,639

See notes to the financial statements.

**TOWN OF LAKE PARK**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended September 30, 2010**

	<u>Major Governmental Funds</u>		<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
	<u>General</u>	<u>CRA Fund</u>		
Revenues				
Taxes	\$ 6,030,552	\$	\$ 758,806	\$ 6,789,358
Licenses and permits	526,201			526,201
Intergovernmental	1,299,144	250,104	389,385	1,938,633
Charges for services	352,993	22,290		375,283
Fines and forfeitures	120,890			120,890
Miscellaneous	294,946	5,951	2,040	302,937
Total revenues	<u>8,624,726</u>	<u>278,345</u>	<u>1,150,231</u>	<u>10,053,302</u>
Expenditures				
Current				
General government	1,522,636	905,218	4,813	2,432,667
Public safety	5,484,119			5,484,119
Physical environment	308,366			308,366
Transportation	355,078		226,346	581,424
Culture and recreation	807,799	51,156		858,955
Economic environment		32,063		32,063
Capital outlay	139,785	254,159	96,230	490,174
Debt service				
Principal	237,204		529,337	766,541
Interest charges	199,100		243,683	442,783
Total expenditures	<u>9,054,087</u>	<u>1,242,596</u>	<u>1,100,409</u>	<u>11,397,092</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(429,361)</u>	<u>(964,251)</u>	<u>49,822</u>	<u>(1,343,790)</u>
Other financing sources (uses)				
Transfers in	665,080	545,904	37,832	1,248,816
Transfer out	<u>(580,324)</u>	<u>(308,779)</u>	<u>(77,912)</u>	<u>(967,015)</u>
Total other financing sources (uses)	<u>84,756</u>	<u>237,125</u>	<u>(40,080)</u>	<u>281,801</u>
Net change in fund balances	(344,605)	(727,126)	9,742	(1,061,989)
Fund balances				
Beginning of year	3,413,950	1,723,371	120,749	5,258,070
End of year	<u>\$ 3,069,345</u>	<u>\$ 996,245</u>	<u>\$ 130,491</u>	<u>\$ 4,196,081</u>

See notes to the financial statements.

**TOWN OF LAKE PARK**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund**  
**Balances of the Governmental Funds to the Statement of Activities**  
**For the Year Ended September 30, 2010**

Net change in fund balances - total governmental funds \$ (1,061,989)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives

Expenditures for capital assets	\$ 490,174	
Less: current year depreciation	(752,442)	(262,268)

Gains and losses on disposal of capital assets are reported in the statement of activities, whereas in the governmental funds the proceeds from the sale increases financial resources. The difference is the net book value of the assets retired.

(4,524)

Governmental Funds report revenues when earned and available. However, in the Statement of Activities, revenues are recognized when earned, regardless of availability.

Urban Forestry Grant

The repayment (issuance) of long-term debt consumes (provides) the current financial resources of governmental funds. However, these transactions do not have any effect on net assets of the governmental activities.

Long term debt repayments:

General obligation bonds	524,679	
Loans payable	222,927	
Capital lease obligations	18,935	766,541

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Change in compensated absences	(8,420)	
Change in other post-employment benefits	(8,967)	
Change in pension payable	(94,410)	
Change in accrued interest	12,494	(99,303)

Internal service funds are used by management to charge the costs of certain activities to individual funds.

Net income allocable to governmental activities	4,990	
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Change in net assets of governmental activities	\$ (656,553)	
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See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Net Assets**  
**Proprietary Funds**  
**September 30, 2010**

	<u>Major Enterprise Funds</u>		<u>Nonmajor Enterprise Fund</u>	<u>Total Enterprise Funds</u>	<u>Governmental Activities</u>
	<u>Marina Fund</u>	<u>Sanitation Fund</u>			<u>Internal Service Fund</u>
<b>Assets</b>					
<b>Current assets</b>					
Pooled cash and cash equivalents	\$ 35,286	\$ 523,569	\$ 186,605	\$ 745,460	\$ 10,959
Investments		23,599		23,599	
Accounts receivable, net	25,817	106,593		132,410	
Due from other governments	56,140	6,245	5,041	67,426	
Prepaid expenses					62,635
Inventory	17,524			17,524	
Total current assets	<u>134,767</u>	<u>660,006</u>	<u>191,646</u>	<u>986,419</u>	<u>73,594</u>
<b>Noncurrent assets</b>					
Unamortized bond issue costs	87,422			87,422	
Capital assets not being depreciated	132,717	64,157	267,229	464,103	
Capital assets net of accumulated depreciation	8,109,676	811,258	233,226	9,154,160	
Total noncurrent assets	<u>8,329,815</u>	<u>875,415</u>	<u>500,455</u>	<u>9,705,685</u>	
Total assets	<u>8,464,582</u>	<u>1,535,421</u>	<u>692,101</u>	<u>10,692,104</u>	<u>73,594</u>
<b>Liabilities</b>					
<b>Current liabilities</b>					
Accounts payable	47,797	25,135	2,706	75,638	6,784
Accrued payroll and payroll taxes	5,734	7,916	1,839	15,489	
Deferred revenue	56,140			56,140	
Due to other funds					
Advance from other funds	2,050,000			2,050,000	
Deposits payable - slip rentals	20,643			20,643	
Accrued interest payable	88,875			88,875	
Compensated absences payable, current portion	2,239	9,756	554	12,549	
Capital lease obligations payable, current portion		2,403		2,403	
Bonds payable, current maturities	127,722	95,273	50,770	273,765	
Total current liabilities	<u>2,399,150</u>	<u>140,483</u>	<u>55,869</u>	<u>2,595,502</u>	<u>6,784</u>
<b>Long-term liabilities</b>					
Compensated absences payable, less current portion	8,957	22,764	2,215	33,936	
Other post-employment benefits	728	2,417	222	3,367	
Bonds payable, net of unamortized premium and current maturities	5,033,862	417,366	168,415	5,619,643	
Total long-term liabilities	<u>5,043,547</u>	<u>442,547</u>	<u>170,852</u>	<u>5,656,946</u>	
Total liabilities	<u>7,442,697</u>	<u>583,030</u>	<u>226,721</u>	<u>8,252,448</u>	<u>6,784</u>
<b>Net assets</b>					
Invested in capital assets, net of related debt	3,168,231	360,373	281,270	3,809,874	
Unrestricted	(2,146,346)	592,018	184,110	(1,370,218)	55,719
Total net assets	<u>\$ 1,021,885</u>	<u>\$ 952,391</u>	<u>\$ 465,380</u>	<u>2,439,656</u>	<u>\$ 66,810</u>
Adjustment to reflect consolidation of internal service fund activities				37,317	
Net assets of business-type activities				<u>\$ 2,476,973</u>	

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Revenues, Expenses, and Changes in Fund Net Assets**  
**Proprietary Funds**  
**For the Year Ended September 30, 2010**

	<u>Major Enterprise Funds</u>		<u>Nonmajor Enterprise Fund</u>	<u>Total Enterprise Funds</u>	<u>Governmental Activities</u>
	<u>Marina Fund</u>	<u>Sanitation Fund</u>			<u>Internal Service Fund</u>
Operating revenue					
Charges for services	\$ 1,164,889	\$ 1,483,933	\$ 514,865	\$ 3,163,687	\$ 293,275
Miscellaneous	1,312	26,486		27,798	7,780
Total operating revenues	<u>1,166,201</u>	<u>1,510,419</u>	<u>514,865</u>	<u>3,191,485</u>	<u>301,055</u>
Operating expenses					
Personal services	190,198	523,421	83,108	796,727	289,964
Operating expenses	1,081,423	524,765	158,996	1,765,184	
Depreciation	487,315	346,427	58,626	892,368	
Total operating expenses	<u>1,758,936</u>	<u>1,394,613</u>	<u>300,730</u>	<u>3,454,279</u>	<u>289,964</u>
Operating income (loss)	<u>(592,735)</u>	<u>115,806</u>	<u>214,135</u>	<u>(262,794)</u>	<u>11,091</u>
Nonoperating revenues (expenses)					
Amortization	2,384			2,384	
Interest revenue	68	13,177	3,535	16,780	
Sale of surplus property	859	7,496		8,355	
Interest expense	<u>(251,656)</u>	<u>(20,754)</u>	<u>(13,597)</u>	<u>(286,007)</u>	
Total nonoperating revenues (expenses)	<u>(248,345)</u>	<u>(81)</u>	<u>(10,062)</u>	<u>(258,488)</u>	
Income (loss) before capital contributions	<u>(841,080)</u>	<u>115,725</u>	<u>204,073</u>	<u>(521,282)</u>	<u>11,091</u>
Capital contributions			4,246	4,246	
Transfers in (out)	12,499	(225,000)	(69,300)	(281,801)	
Change in net assets	(828,581)	(109,275)	139,019	(798,837)	11,091
Net assets - beginning of year	<u>1,850,466</u>	<u>1,061,666</u>	<u>326,361</u>	<u>3,238,493</u>	<u>55,719</u>
Net assets - ending	<u>\$ 1,021,885</u>	<u>\$ 952,391</u>	<u>\$ 465,380</u>	<u>\$ 2,439,656</u>	<u>\$ 66,810</u>
Change in net assets				\$ (798,837)	
Adjustment to reflect consolidation of internal service fund activities				6,101	
Change in net assets of business-type activities				<u>\$ (792,736)</u>	

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended September 30, 2010**

	<u>Major Enterprise Funds</u>		<u>Nonmajor Enterprise Fund</u>	<u>Total Enterprise Funds</u>	<u>Governmental Activities</u>
	<u>Marina Fund</u>	<u>Sanitation Fund</u>			<u>Internal Service Fund</u>
Cash flows from operating activities:					
Cash received from customers	\$ 1,149,858	\$ 1,489,286	\$ 514,865	\$ 3,154,009	
Cash paid to suppliers	(1,062,210)	(518,946)	(157,892)	(1,739,048)	(293,359)
Cash paid to employees	(188,740)	(522,582)	(81,524)	(792,846)	
Payments from other funds	455,736			455,736	301,055
Net cash provided (used) by operating activities	<u>354,644</u>	<u>447,758</u>	<u>275,449</u>	<u>1,077,851</u>	<u>7,696</u>
Cash flows from noncapital financing activities:					
Transfers in (out)	12,499	(225,000)	(69,300)	(281,801)	
Net cash provided (used) by noncapital financing activities	<u>12,499</u>	<u>(225,000)</u>	<u>(69,300)</u>	<u>(281,801)</u>	
Cash flows from capital and related financing activities:					
Acquisition and construction of capital assets	(9,611)	(15,353)	(112,465)	(137,429)	
Proceeds from sale of capital assets	859	7,496		8,355	
Capital contributions	52,000		97,817	149,817	
Loan costs				-	
Interest paid on debt	(253,635)	(20,754)	(15,605)	(289,994)	
Principal repayments on capital lease obligation		(4,657)		(4,657)	
Principal repayments on revenue bonds	(121,538)	(91,900)	(46,366)	(259,804)	
Net cash provided (used) by capital and related financing activities	<u>(331,925)</u>	<u>(125,168)</u>	<u>(76,619)</u>	<u>(533,712)</u>	
Cash flows from investing activities:					
Sale of investments		96		96	
Interest on investments	68	13,177	3,535	16,780	
Net cash provided (used) by investing activities	<u>68</u>	<u>13,273</u>	<u>3,535</u>	<u>16,876</u>	
Net increase (decrease) in cash and cash equivalents	35,286	110,863	133,065	279,214	7,696
Cash and cash equivalents at beginning of year		412,706	53,540	466,246	3,263
Cash and cash equivalents at end of year	<u>\$ 35,286</u>	<u>\$ 523,569</u>	<u>\$ 186,605</u>	<u>\$ 745,460</u>	<u>\$ 10,959</u>
Cash flows from operating activities:					
Operating income (loss)	\$ (592,735)	\$ 115,806	\$ 214,135	\$ (262,794)	\$ 11,091
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	487,315	346,427	58,626	892,368	
Change in assets and liabilities:					
(Increase) decrease in accounts receivable	(4,537)	(18,671)		(23,208)	
(Increase) decrease in accounts due from other governments		(2,462)		(2,462)	
(Increase) decrease in inventory	13,239			13,239	
(Increase) decrease in prepaid expenses	450			450	4,821
Increase (decrease) in accounts payable	5,524	5,819	1,104	12,447	6,784
Increase (decrease) in accrued liabilities	2,170	(2,352)	486	304	
Increase (decrease) in deposits	(11,806)			(11,806)	
Increase (decrease) in deferred revenue					
Increase (decrease) in compensated absences	(1,440)	774	876	210	
Increase (decrease) in other post-employment benefits	728	2,417	222	3,367	
Increase (decrease) in due to other funds	455,736			455,736	(15,000)
Total adjustments	<u>947,379</u>	<u>331,952</u>	<u>61,314</u>	<u>1,340,645</u>	<u>(3,395)</u>
Net cash provided (used) by operating activities	<u>\$ 354,644</u>	<u>\$ 447,758</u>	<u>\$ 275,449</u>	<u>\$ 1,077,851</u>	<u>\$ 7,696</u>
Noncash investing, capital and financing activities					
Amortization of bond issue costs	\$ 3,871			\$ 3,871	
Amortization of premium on bonds	\$ (6,255)			\$ (6,255)	

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Fiduciary Net Assets**  
**Retired Police Officers' Pension Trust Fund**  
**September 30, 2010**

Assets	
Cash and cash equivalents	\$ 19,869
Accounts receivable	94,410
Investments:	
Closed end equity funds	908,983
Closed end taxable bond funds	343,149
Prepaid retirement benefits	9,420
Total assets	<u>1,375,831</u>
Net assets	
Held in trust for pension benefits	<u><u>\$ 1,375,831</u></u>

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**Statement of Changes in Fiduciary Net Assets**  
**Retired Police Officers's Pension Trust Fund**  
**For the Year Ended September 30, 2010**

Additions	
Contributions	
Employer	\$ 94,410
Investment income	
Net increase in fair value of investments	88,744
Interest and dividends	26,289
Net investment income	<u>115,033</u>
Total additions	209,443
Deductions	
Retirement benefits	166,881
Administrative expenses	9,334
Total deductions	<u>176,215</u>
Change in net assets	33,228
Net assets held in trust for pension benefits	
Net assets - beginning of year	<u>1,342,603</u>
Net assets - end of year	<u><u>\$ 1,375,831</u></u>

See notes to the financial statements.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES**

*A. Reporting Entity*

The Town of Lake Park, Florida (the “Town”) was incorporated in 1923. The Town’s Charter was approved by the Laws of Florida, Chapter 61-2375. The Town is governed by an elected Mayor and Town Commission which appoints a Town Manager. The Town provides the following services: public safety, recreation, sanitation, streets and roads, planning and zoning, and general administrative services.

In accordance with Statement 14 of the Government Accounting Standards Board, the underlying concept of the governmental financial reporting entity is that governmental organizations are responsible to elected governing officials; therefore, financial reporting should report on the elected officials' accountability for those organizations. Furthermore, the financial statements of the reporting entity should allow users to distinguish between the primary government and its component units, if any, by communicating information about the component units and their relationships with the primary government. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. Determining factors of financial accountability includes appointment of a voting majority, imposition of will, financial benefit or burden on a primary government, or fiscal dependency. In addition, component units can be other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

*Community Redevelopment Agency (CRA)*

Based on the application of these criteria, management has determined that the Lake Park Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Town of Lake Park, Florida, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town’s financial reporting entity as a blended component unit reported in a governmental (special revenue) fund, the *Community Redevelopment Fund*. The purpose of the CRA is to promote and guide the physical and economic development of certain areas in the Town of Lake Park. The CRA is a legally separate entity established by ordinance of the Lake Park Town Commission. The governing body of the CRA consists of the Town Commission and the Town handles the management and administration of the CRA’s financial matters. Separate financial statements for the CRA are not prepared.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*B. Government-wide and Fund Financial Statements*

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the Town. As a general rule, the effect of interfund activities has been removed from these statements. An exception to this rule is that interfund services provided and used are not eliminated. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and the major individual enterprise funds are reported as separate columns in the fund financial statements.

*C. Measurement Focus, Basis of Accounting and Financial Statement Presentation*

The government-wide financial statements and proprietary fund financial statements are reported using the accrual basis of accounting and the economic resources measurement focus. Fiduciary funds use the accrual basis of accounting and the economic resources measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Town considers revenue to be available if it is collected within ninety days of the end of the current fiscal year, except for property taxes, for which the period is 60 days.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*C. Measurement Focus, Basis of Accounting and Financial Statement Presentation* (Continued)

Unearned revenue consists primarily of grant funds and occupational licenses and other fees collected in advance of the year to which they relate.

Expenditures are generally recognized in the accounting period in which the fund liability is incurred, except for principal and interest on general long-term debt, which is recognized when due. Property taxes, intergovernmental revenue, franchise fees, charges for services and investment income are all considered susceptible to accrual and so have been recognized as revenue in the current fiscal year. All other revenue items are considered to be measurable and available only when received in cash by the Town. Debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The Town reports the following major governmental funds:

*General Fund*

The General Fund is the primary operating fund and is used to account for all financial resources applicable to the general operations of the Town except those required to be accounted for in another fund.

*CRA Fund*

The CRA fund is a special revenue fund and is used to account for all financial resources applicable to the promotion of the physical and economic development of certain areas in the Town of Lake Park.

The Town reports the following major proprietary funds:

*Marina Fund*

This enterprise fund accounts for the operations of the Town's municipal marina, which are financed primarily by user charges.

*Sanitation Fund*

This enterprise fund accounts for the operations of the Town's garbage and trash collection services, which are financed primarily by user charges.

Additionally, the Town reports the following non-major funds:

*Special Revenue Funds*

The special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. In addition to the CRA Fund, a major governmental fund, the Town has one non-major special revenue fund: the Streets and Roads Fund.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*C. Measurement Focus, Basis of Accounting and Financial Statement Presentation* (Continued)

*Debt Service Fund*

This fund is used to account for resources accumulated and payments made for principal and interest financed by the proceeds of the Town's general obligation bond which are payable from ad valorem taxes.

*Capital Projects Funds*

The Capital Projects Fund and Special Projects Fund are used to account for construction and renovation projects.

*Stormwater Utility Fund*

The Stormwater Utility Fund is used to account for the charges and related expenses for the Town's stormwater drainage system.

*Internal Service Fund*

Internal service funds account for operations that provide services to other departments on a cost reimbursement basis. The Insurance Fund accounts for the Town's general liability and workers' compensation insurance plans.

*Fiduciary Funds*

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the government; pension trust funds are held under the terms of a formal trust agreement. The fiduciary fund of the Town includes:

*Retired Police Officers' Pension Fund* - This fund was established in 2004 to receive and invest Town contributions in a defined benefit pension plan and to disburse these monies to Police retirees in accordance with the Pension Plan Ordinance.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*C. Measurement Focus, Basis of Accounting and Financial Statement Presentation* (Continued)

*Fiduciary Funds (Continued)*

the extent that those standards do not conflict with or contradict guidance of GASB. Governments also have the option of following subsequent private sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The Town has elected not to follow subsequent private sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's enterprise funds and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's marina and sanitation enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

*D. Assets, Liabilities, and Net Assets or Equity*

*Cash and Cash Equivalents*

All short-term investments that are highly liquid are considered to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

*Investments*

Investments are reported at fair value, which is determined by using various third party pricing sources. The Local Government Surplus Funds Trust is a "2a-7 like" pool and, thus, these investments are valued using the pooled share price. Investments in "Florida PRIME" of the Local Government Surplus Funds Trust are reported as cash and cash equivalents.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*D. Assets, Liabilities, and Net Assets or Equity* (Continued)

*Accounts Receivable*

Accounts receivable represent amounts due from local businesses for franchise taxes, utility taxes, delinquent property taxes and other charges in the General Fund, and solid waste disposal fees and marina slip rentals in the Enterprise Funds. The Town does not require collateral for accounts receivable. Accounts receivable are net of allowances for uncollectible accounts determined based on the age of the individual receivable, with age categories ranging from 30 days past due to several years past due. Generally the allowance includes accounts over 90 days past due. Accounts receivable are written off on an individual basis in the year the Town deems them uncollectible.

*Interfund Transactions*

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans). All other outstanding balances between funds are reported as “advance to/advance from other funds.” Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

*Inventories*

Inventories are valued at cost determined on a first-in, first-out basis. Inventories in the General Fund consist of expendable supplies held for consumption. Inventories in the Marina Fund consist of goods for sale to the public. The initial cost is recorded as an asset at the time the individual inventory items are purchased and are charged against operations in the period when used.

*Prepaid Items/Expenses*

Expenditures/expenses for insurance premiums and other administrative costs extending over more than one accounting period are accounted for as prepaid items and allocated between accounting periods. Prepaid items in governmental funds are accounted for using the consumption method.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*D. Assets, Liabilities, and Net Assets or Equity* (Continued)

*Capital Assets and Depreciation*

Capital assets, which include property, plant, infrastructure, and equipment, are reported in the applicable governmental or business-type activities column in the government-wide financial statements. The Town defines capital assets as assets with an initial individual cost of \$750 or more and an estimated life in excess of one year. In accordance with GASB Statement No. 34, the Town has elected not to record infrastructure assets purchased prior to October 1, 2003 in the accompanying financial statements.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are assets of the Town as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net assets. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. Assets acquired by gifts or bequests are recorded at their fair value at the date of acquisition.

Capital assets of the enterprise funds are capitalized in the fund. The valuation basis for enterprise fund capital assets is the same as those used for general capital assets. Additionally, net interest cost is capitalized on enterprise fund projects during the construction period.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation has been provided over the estimated useful lives using the straight-line method of depreciation. The estimated lives for each major class of depreciable fixed assets are as follows:

Buildings and infrastructure	30-50 years
Building improvements	7- 50 years
Equipment and vehicles	5 years
Docks and channels	20 years

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*D. Assets, Liabilities, and Net Assets or Equity* (Continued)

*Deferred Revenue*

The government reports deferred revenue on its government wide statement of net assets, proprietary statement of net assets, and governmental funds balance sheet. Deferred revenues arise when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. Deferred revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the government has a legal claim to the resources, the liability for deferred revenue is removed and revenue is recognized.

Deferred revenue in the General Fund is composed of grant funds that were not received within ninety days of fiscal year end, and of business tax fees received prior to September 30, 2010 for the fiscal year beginning October 1, 2010. Deferred revenue in the Special Projects Fund is composed of unexpended grant funds.

*Compensated Absences*

Unused compensated absences are payable upon separation from service. Vacation is accrued as a liability when the employee earns benefits. This means that the employee has rendered services that give rise to a vacation liability and it is probable that the Town will compensate the employee in some manner, e.g., in cash or paid time-off, now or upon termination or retirement. The Town uses the vesting method in accruing sick leave liability. Under the vesting method, the liability for vacation leave is accrued for employees who are eligible to receive termination payments upon separation. The Town's policy is to allow employees to accumulate vacation leave to a maximum of 480 hours. At the time of retirement or termination all vacation leave up to a maximum of 240 hours is payable at 100% to the employee. Except for liabilities incurred by employment terminations, such benefits are paid only when taken.

Compensated absences are accrued when incurred in the government-wide and proprietary financial statements. Benefits that were earned but not used during the current year were accrued at employees' pay rates in effect at September 30, 2010. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements. For the governmental funds, compensated absences are liquidated by the General Fund. The amount attributable to the business-type activities is charged to expense with a corresponding liability established in the government-wide financial statements as well as the Enterprise Fund. The Town does not contribute to post-employment benefits for employees.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*D. Assets, Liabilities, and Net Assets or Equity* (Continued)

*Long-Term Obligations*

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Unamortized debt issue costs are included in assets and unamortized bond premiums are presented as an addition to bonds payable.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

*Net Assets*

Equity in the government-wide statement of net assets and the proprietary funds is displayed in three categories: 1) invested in capital assets net of related debt, 2) net pension asset, 3) restricted, and 4) unrestricted. Net assets invested in capital assets net of related debt consist of capital assets reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct, or improve those assets. Net pension assets represent pension contributions above the actuarially required amount. Net assets are reported as restricted when there are legal limitations imposed on their use by Town legislation or external restrictions by other governments, creditors, or grantors. Unrestricted net assets consist of all net assets that do not meet the definition of the other three components.

*Fund Equity*

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Unreserved fund balance amounts that are reported as designations of fund balances represent tentative plans for financial resource utilization in a future period. The following is a description of the reserves used by the Town.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

*D. Assets, Liabilities, and Net Assets or Equity* (Continued)

*Fund Equity* (Continued)

*Reserved for debt service* – Restricted for future debt service expenditures.

*Reserved for inventories, prepaid items and deposits* – Indicates that a portion of fund balance is segregated since these items do not represent “available spendable resources.”

*Reserved for encumbrances* – Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of funds are recorded in order to reserve that portion of the applicable appropriation, is employed as part of the budgetary accounting system in the General Fund. Encumbrances outstanding at year end, if any, are reported as reservations of fund balance since they do not constitute expenditures or liabilities.

*Reserved for advances to other funds* – Advances to other funds are reserved from fund balance since they are not available for appropriation and expenditure at the balance sheet date.

*Use of Estimates*

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include the collectibility of accounts receivable, the use and recoverability of inventory, the useful lives and impairment of tangible assets, and the realization of net pension assets, among others. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from those estimates.

*Statement of Cash Flows*

For purposes of the statement of cash flows, the Town considers all short-term investments that are highly liquid to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

*A. Budgetary Data*

Formal budgetary integration is employed as a management control device during the year for the General Fund and the enterprise funds. All budgets are legally enacted. The annual appropriated budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles, except that for budgetary purposes, revenue includes proceeds from debt issuances, transfers from other funds, and proceeds from the sale of capital assets, and expenditures include encumbrances and transfers to other funds within each governmental function. Except for budgeting capital expenditures and not budgeting for depreciation, the annual appropriated budgets for the enterprise funds are adopted on a basis consistent with generally accepted accounting principles. For budgeting purposes, current year encumbrances are not treated as expenditures. In 2010, the other funds with legally adopted budgets include the Community Redevelopment Fund, Streets and Roads Funds, Debt Service Fund, Insurance Fund, Marina Fund, and Sanitation fund.

The procedures for establishing budgetary data are as follows:

- Prior to September 1, the Town Manager submits a proposed operating budget to the Town Commission for the next fiscal year commencing the following October 1<sup>st</sup>. The proposed budget includes expenditures and the means of financing them.
- Public hearings are conducted at the Town Hall to obtain taxpayer comments.
- The Town advises the Palm Beach County Tax Collector's office of the proposed millage rate, the rolled back millage rate and the day, time and place of the public hearing for budget acceptance.
- A public hearing is held to obtain taxpayer input and to adopt the final budget and millage rate.
- Upon completion of the public hearings and prior to October 1, a final operating budget and related millage rates are legally enacted through the passage of an ordinance. Estimated beginning fund balances are considered in the budgetary process. Effective for fiscal year ending September 30, 2010, a final operating budget and related millage rates are legally enacted through the passage of a resolution.
- Changes or amendments to the total budgeted expenditures of the Town or a department must be approved by the Town Commission; however, changes within a department which do not affect the total departmental expenditures may be approved by the Town Manager. Accordingly, the legal level of control is at the department level.
- All unencumbered balances lapse on September 30th.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY** (Continued)

*A. Budgetary Data* (Continued)

Budgeted amounts are as originally adopted, or as amended by appropriate action. During the year several supplementary appropriations were necessary.

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g. purchase orders, contracts) outstanding at year end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year.

*B. Property Taxes*

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment rolls meet all of the appropriate requirements of State law. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills for operating purposes.

The tax levy of the Town is established by the Town Commission prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Town's millage into the total tax levy, which includes the County, County School Board, and special district tax requirements. The millage rate assessed by the Town for the year ended September 30, 2010, was 9.9163 (\$9.9163 for each \$1,000 of assessed valuation), which includes 1.4 mills for debt service.

Taxes may be paid less a 4% discount in November or at declining discounts each month through the month of February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property.

After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. The certificate holder may make application for a tax deed on any unredeemed tax certificate after a period of two years. The County holds unsold certificates. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. At September 30, 2010, unpaid delinquent taxes are not material and have not been recorded by the Town.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY** (Continued)

*C. Contractual and Legal Obligations to Pay*

In prior years, the Town failed to make the required annual incremental tax contributions to the Community Redevelopment Agency (CRA) since its inception, causing penalties and interest for non-payment to accrue beginning in fiscal year ending September 30, 2000. (See Note 14.) Annual payments of current and prior year obligations will continue to be paid by the General Fund.

**NOTE 3 – DEPOSITS AND INVESTMENTS**

Deposits

As of September 30, 2010, the carrying amount of deposits (including fiduciary funds) was \$1,645,537 and the bank balances were \$1,694,677. The Town also had \$800 of petty cash. In addition to insurance provided by the Federal Depository Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. The Town's deposits at year end are considered insured for custodial credit risk purposes.

The Town maintains a pooled account for cash and cash equivalents that is available for use by all funds. Each fund's portion of the pooled account is displayed on the financial statements as "Pooled cash and cash equivalents". Interest income from pooled checking accounts is allocated back to the General Fund. Investment income from the pooled SBA accounts is allocated to the following funds based on each fund's relative equity in the pool: General, CRA, Debt Service, Capital Projects, and Sanitation.

Restricted cash

As September 30, 2010, the Town reported restricted cash for unexpended loan proceeds restricted for capital projects.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 3 – DEPOSITS AND INVESTMENTS** (Continued)

Investments

As of September 30, 2010, the Town held the following investments:

	<u>Credit Rating</u>	<u>Fair Value</u>	<u>Weighted Average Maturity</u>
State Board of Administration:			
Florida PRIME	AAA(m)	\$ 1,046,782	52 days
Fund B	N/R	65,989	7.49 years (WAL)
Money market funds	N/R	5,920	N/A
Closed end bond funds	N/R	343,149	N/A
Closed end equity funds	N/R	908,983	N/A
Total investments		<u>\$ 2,370,823</u>	

All the investments other than the State Board of Administration are held in the fiduciary funds. The credit ratings are S&P's.

*Interest rate risk* – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the time to maturity, the greater the exposure to interest rate risks. The Town limits its exposure to fair value losses resulting from rising interest rates by structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools unless it is anticipated that long-term securities can be held to maturity without jeopardizing the liquidity requirements. The Retirement Funds do not have a formal investment policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

*Custodial credit risk* – For an investment, custodial credit is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments that are in the possession of an outside party. At September 30, 2010 all investments were insured or collateralized, except the Town's two pension funds, in which the underlying securities are held by counterparty, or by its trust department or agent but not in the Town's name and is uninsured and unregistered. However, all securities are registered in the funds' names.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 3 – DEPOSITS AND INVESTMENTS** (Continued)

Investments (Continued)

The money market and closed end funds are owned by the Pension Trust Funds.

The Town is authorized to invest its funds as follows:

1. Interest-bearing checking or savings accounts in qualified public depositories, as defined in Chapter 280, Florida Statutes;
2. Interest-bearing time deposits in qualified public depositories, as defined in Chapter 280, Florida Statutes;
3. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Chapter 163, Florida Statutes;
4. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
5. Direct obligations of the United States Treasury;
6. Federal agencies and instrumentalities;
7. Securities of, or interest in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. sections 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
8. Other investments authorized by law or by ordinance by the Town.

The State Board of Administration is part of the Local Governments Surplus Funds Trust Fund and is governed by Chapter 19-7 of the Florida Administrative Code. These rules provide guidance and establish the general operating procedures for the administration of the Local Governments Surplus Funds Trust Fund. Additionally, the Office of the Auditor General performs the operational audit of the activities and investments of the State Board of Administration. The Local Government Surplus Funds Trust Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the board has adopted operating procedures consistent with the requirements for a 2a-7 fund.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 3 – DEPOSITS AND INVESTMENTS** (Continued)

Investments (Continued)

On November 29, 2007, the State Board of Administration implemented a temporary freeze on the assets held in the Pool due to an unprecedented amount of withdrawals from the Pool coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub prime mortgage risk. On December 4, 2007, based on recommendations from an outside financial advisor, the State Board of Administration restructured the Pool into two separate pools. Pool A, (Local Government Surplus Funds Trust Fund Investment Pool) consisted of all money market appropriate assets. Pool B, (Surplus Funds Trust Fund) consisted of assets that either defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk. At the time of the restructuring, all current pool participants had their existing balances proportionately allocated into Pool A and Pool B.

On August 3, 2009, the SBA announced “Florida PRIME” as the highly enhanced version of the SBA’s prior Local Government Investment Pool. Pool A is now referred to as Florida PRIME, and Pool B is referred to as Fund B. From December 2007 through September 2010, the SBA transferred a total of \$1.6 billion in distributions from Fund B to participants in Florida PRIME. This amount represents approximately 80% of their original adjusted Fund B balances.

At September 30, 2010, Florida PRIME was assigned a “AAAm” principal stability fund rating by Standard and Poor’s. Florida PRIME is considered a SEC 2a7-like fund, thus, the account balances should be considered its fair value. Fund B is not rated by any nationally recognized statistical rating agency.

Fund B is accounted for as a fluctuating NAV pool. The fair value factor for September 30, 2010 was 0.707058094 (i.e. total net asset value of Fund B divided by total participant balances of Fund B). The factor should be multiplied by the Fund B account balance in order to calculate the fair value of the investment in Fund B.

The weighted average days to maturity (WAM) of Florida PRIME at September 30, 2010 was 52 days. A portfolio’s WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of Florida PRIME to interest rate changes.

The weighted average life based on expected cash flows (WAL) of Fund B at September 30, 2010 was 7.49 years. However, because Fund B consists of restructured or defaulted securities there is considerable uncertainty regarding the weighted average life.

As of September 30, 2010, the Town of Lake Park had \$1,046,782 invested in Florida PRIME. The costs basis of Fund B as of September 30, 2010 was \$93,330 and the fair value and adjusted book value was \$65,989. Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 3 – DEPOSITS AND INVESTMENTS** (Continued)

Investments (Continued)

Investments of the Retire Police Officers Retirement Fund can consist of the following:

1. A qualified public depository as defined in Section 280.02 , Florida Statutes.
2. Obligations issued by the United States Government or obligations guaranteed as to principal and interest by the United States Government.
3. Stocks, bonds or other evidence of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia, provided that the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market. Bonds or other evidence of indebtedness must hold a rating in one of the three highest classifications by a major rating service.
  - a. Investments in equities shall not exceed 70% of the Pension Fund's total assets at cost.
  - b. Not more than then (5) percent of the Pension Fund's assets shall be invested in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed (5) percent of the outstanding capital stock of that company.
  - c. Not more than five (5) percent of the Fund's fixed income portfolio (at cost) shall be invested in the securities of any single corporate issuer. This limitation does not include issues of any U.S. government agency.
4. Common or collective trust funds or pooled investment funds maintained by a bank or trust company or a pooled investment fund of an insurance company qualified to do Business in the State.
5. Foreign securities provided they do not exceed 10% of the Pension Fund's assets at cost.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 3 – DEPOSITS AND INVESTMENTS** (Continued)

Investments (Continued)

A reconciliation of deposit and investments as shown on the statement of net assets and statement of fiduciary net assets for the Town is as follows:

By Category:

Deposits	\$ 1,645,537
Petty cash	800
Investments	2,370,823
Total deposits and investments	\$ 4,017,160

Presented in the statement of net assets

Governmental activities	
Cash and cash equivalents	\$ 1,737,560
Restricted cash and cash equivalents	196,150
Investments	42,390
Business-type activities	
Cash and cash equivalents	745,460
Investments	23,599
Total statements of net assets	2,745,159

Presented in the statement of fiduciary net assets

Pension trust funds	
Cash and cash equivalents	19,869
Investments	1,252,132
Total fiduciary funds	1,272,001
Total deposits and investments	\$ 4,017,160

**NOTE 4 – NOTES RECEIVABLES**

The CRA has a program to give grants and low interest loans for business development and façade improvements. The loans bear interest at 2% and are payable monthly for terms of five to ten years. The grants are to be repaid if the business is sold within five years and one fifth of the grant is forgiven each year. Both the loans and grants are secured by lien on the improvements and/or the property of the business. At September 30, 2010, there were \$63,875 of loans outstanding which are recorded as notes receivable and \$25,530 of grants outstanding for which no asset is recorded since the expectation is that the business will not be sold. Subsequent to year end the CRA approved an additional \$65,000 in loans and \$34,458 in grants.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 5 – ACCOUNTS RECEIVABLES**

Receivables at September 30, 2010, were as follows:

	General Fund	CRA Fund	Marina Fund	Sanitation Fund	Total
Accounts receivable	\$ 50,322	\$ 805	\$ 26,835	\$ 107,531	\$ 185,493
Accrued receivables	187,185			4,252	191,437
Total receivables	<u>237,507</u>	<u>805</u>	<u>26,835</u>	<u>111,783</u>	<u>376,930</u>
Less allowance for uncollectible accounts	<u>(16,319)</u>		<u>(1,018)</u>	<u>(5,190)</u>	<u>(22,527)</u>
Accounts receivable, net	<u>\$ 221,188</u>	<u>\$ 805</u>	<u>\$ 25,817</u>	<u>\$ 106,593</u>	<u>\$ 354,403</u>

**NOTE 6 – CAPITAL ASSETS**

Capital Assets activity for the year ended September 30, 2010, was as follows:

**Primary Government**

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 2,688,733	\$ 3,158	\$	\$ 2,691,891
Construction in progress	31,170	29,622	(31,170)	29,622
Capital assets being depreciated:				
Buildings	7,210,401	1,800		7,212,201
Improvements	4,455,043	389,022		4,844,065
Machinery and equipment	1,732,908	97,741	(95,892)	1,734,757
Total at historical cost:	<u>16,118,255</u>	<u>521,343</u>	<u>(127,062)</u>	<u>16,512,536</u>
Less accumulated depreciation for:				
Buildings	(3,788,363)	(185,535)		(3,973,898)
Improvements	(595,789)	(391,062)		(986,851)
Machinery and equipment	(1,236,243)	(175,845)	91,369	(1,320,719)
Total accumulated depreciation	<u>(5,620,395)</u>	<u>(752,442)</u>	<u>91,369</u>	<u>(6,281,468)</u>
Governmental activities capital assets, net	<u>\$ 10,497,860</u>	<u>\$ (231,099)</u>	<u>\$ (35,693)</u>	<u>\$ 10,231,068</u>

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 6 – CAPITAL ASSETS** (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

<b>Governmental activities:</b>	
General government	\$ 421,026
Public safety	17,144
Physical environment	42,383
Transportation	126,947
Culture and recreation	144,942
<b>Total depreciation expense governmental activities</b>	<b><u><u>\$ 752,442</u></u></b>

The capital asset activity of business-type activities for the year ended September 30, 2010 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 81,157	\$	\$	\$ 81,157
Construction in progress	309,826	73,120		382,946
Capital assets being depreciated:				
Improvements	10,158,563	10,688		10,169,251
Machinery and equipment	2,935,635	53,621	(249,169)	2,740,087
Total at historical cost:	13,485,181	137,429	(249,169)	13,373,441
Less accumulated depreciation for:				
Improvements	(1,552,698)	(487,324)		(2,040,022)
Machinery and equipment	(1,559,281)	(405,044)	249,169	(1,715,156)
Total accumulated depreciation	(3,111,979)	(892,368)	249,169	(3,755,178)
Business-type activities capital assets, net	\$10,373,202	\$ (754,939)	\$	\$ 9,618,263

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 7 – CONTRACT COMMITMENTS**

The amount remaining on contracts awarded but not yet completed as of September 30, 2010 were as follows:

Construction Commitments:	
Ilex Park improvements	\$ 46,870
Park Avenue improvements	30,872
Engineering consultant	26,500
Drainage improvements	22,907
Other Town improvements	20,867
Subtotal, construction commitments	<u>148,016</u>
Consulting contracts	36,456
	<u><u>\$ 184,472</u></u>

**NOTE 8 – LONG-TERM LIABILITIES**

Long-term liability activity for the year ended September 30, 2010, was as follows:

	Balance October 1, 2009	Additions	Reductions	Balance September 30, 2010	Amount due within one year
<u>Governmental activities:</u>					
Bonds and loans payable	\$10,050,675	\$	\$ (747,606)	\$ 9,303,069	\$ 790,620
Capital lease obligations	28,702		(18,935)	9,767	9,767
OPEB (see note 11)		8,967		8,967	
Pension contribution payable		94,410		94,410	16,093
Compensated absences payable	149,905	201,035	(192,615)	158,325	31,665
Total	<u>\$10,229,282</u>	<u>\$ 210,002</u>	<u>\$ (959,156)</u>	<u>\$ 9,574,538</u>	<u>\$ 848,145</u>
<u>Business-type activities:</u>					
Loans payable	\$ 6,011,951	\$	\$ (259,804)	\$ 5,752,147	\$ 273,765
Capital lease obligations	7,060		(4,657)	2,403	2,403
OPEB (see note 11)		3,367		3,367	
Compensated absences payable	46,275	52,548	(52,338)	46,485	12,549
Total	<u>\$ 6,065,286</u>	<u>\$ 55,915</u>	<u>\$ (316,799)</u>	5,804,402	<u>\$ 288,717</u>
Unamortized premium				<u>141,261</u>	
				<u><u>\$ 5,945,663</u></u>	

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Compensated absences and OPEB liabilities for governmental activities are generally liquidated by the General Fund and by the Marina Fund, Sanitation Fund, and Stormwater Fund for business-type activities.

General Obligation Bonds: The debt service for general obligation bonds are payable from a separate ad valorem tax levy for the debt service fund. The Town’s outstanding governmental activities general obligation bonds at September 30, 2010, are summarized as follows:

General Obligation Bonds, Series 1997: On March 11, 1997, the voters of the Town approved the issuance of up to \$9,806,000 general obligation bonds for the purpose of financing the repair and redevelopment of the Town Hall, marina and other projects, and the construction of a new fire/medical facility and library addition. On August 7, 1997, the Town issued \$4,800,000 Town of Lake Park, Florida, General Obligation Bonds, Series 1997. Principal and interest at 4.96% are payable in semi-annual installments of \$189,725 on January 1 and July 1, commencing January 1, 1998, through maturity on July 1, 2017

The required debt service payments on the Series 1997 bond at September 30, 2010 are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	272,870	106,580	379,450
2012	286,572	92,878	379,450
2013	300,963	78,487	379,450
2014	316,076	63,374	379,450
2015	331,947	47,503	379,450
2016	348,616	30,834	379,450
2017	<u>358,837</u>	<u>13,327</u>	<u>372,164</u>
	<u>\$2,215,881</u>	<u>\$ 432,983</u>	<u>\$2,648,864</u>

General Obligation Bond, Series 1998: On November 17, 1998, the Town issued a \$5,000,000 Town of Lake Park, Florida, General Obligation Bond, Series 1998. This bond represents the second and final series of the bonds approved by the voters of the Town in a special referendum on March 11, 1997, for the purpose of financing the repair and redevelopment of the Town Hall, marina and other projects, and the construction of a new fire/medical facility and library addition. Principal and interest at 4.46% are payable in semi-annual installments of \$194,329 on January 1 and July 1, commencing July 1, 1999, through maturity on July 1, 2018.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

General Obligation Bonds (Continued)

General Obligation Bond, Series 1998 (Continued)

The required debt service payments on the Series 1998 bond at September 30, 2010 are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	276,233	112,424	388,657
2012	288,690	99,967	388,657
2013	301,710	86,947	388,657
2014	315,316	73,341	388,657
2015	329,536	59,121	388,657
2016	344,397	44,260	388,657
2017	359,928	28,729	388,657
2018	<u>372,953</u>	<u>12,499</u>	<u>385,452</u>
	<u>\$2,588,763</u>	<u>\$ 517,288</u>	<u>\$3,106,051</u>

Obligations Under Capital Lease: Capital lease obligations are generally liquidated by the General Fund. The Town's outstanding governmental activities obligations under capital lease at September 30, 2010 are summarized as follows:

Equipment: Lease purchase agreements dated March 2005 through September 2006 for vehicles and other equipment with an original cost of \$183,833 and accumulated depreciation in an amount of \$180,156. Minimum future lease payments under these agreements at September 30, 2010, are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	<u>9,767</u>	<u>210</u>	<u>9,977</u>
	<u>\$ 9,767</u>	<u>\$ 210</u>	<u>\$ 9,977</u>

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Revenue Bonds: The Town’s outstanding business-type activities revenue bonds at September 30, 2010 are summarized as follows:

Revenue Bonds, Series 2003A: On May 12, 2003 the Town entered into an agreement with the Florida Municipal Loan Council (the “Council”) to borrow funds for the construction of improvements at the Town’s marina. On May 16, 2003, the Council issued \$4,810,000 Florida Municipal Loan Council Revenue Bonds, Series 2003A, dated May 1, 2003, to finance the Town’s project and pay the costs of issuance for the bonds. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the bonds is payable by the Town semi-annually on April 20 and October 20 and principal payments are due on April 20. Debt service on the bonds is payable from the net revenues of the marina operations.

The debt service requirements and interest rates of the bonds at September 30, 2010, are as follows:

<u>Year Ending</u> <u>September 30</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2011	5.00	100,000	213,300	313,300
2012	5.00	105,000	208,300	313,300
2013	5.25	115,000	203,050	318,050
2014	5.25	120,000	197,012	317,012
2015	5.25	125,000	190,713	315,713
2016	5.25	130,000	184,150	314,150
2017	5.25	140,000	177,325	317,325
2018	5.25	145,000	169,975	314,975
2019	5.25	155,000	162,363	317,363
2020	5.25	160,000	154,225	314,225
2021	5.00	170,000	145,825	315,825
2022	5.00	180,000	137,325	317,325
2023	4.50	185,000	128,325	313,325
2024	4.50	195,000	120,000	315,000
2025	4.50	205,000	111,225	316,225
2026	5.00	215,000	102,000	317,000
2027	5.00	225,000	91,250	316,250
2028	5.00	235,000	80,000	315,000

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Revenue Bonds (Continued)

Revenue Bonds, Series 2003A (Continued)

<u>Year Ending September 30</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2029	5.00	\$ 245,000	\$ 68,250	\$ 313,250
2030	5.00	260,000	56,000	316,000
2031	5.00	275,000	43,000	318,000
2032	5.00	285,000	29,250	314,250
2033	5.00	<u>300,000</u>	<u>15,000</u>	<u>315,000</u>
		<u>\$4,270,000</u>	<u>\$2,987,863</u>	<u>\$7,257,863</u>

Obligations Under Capital Lease: Obligations under capital lease of the Town's business-type activities at September 30, 2010, consisted of the following:

Vehicles: Lease purchase agreements dated June 2004 through March 2006 for sanitation vehicles with an original cost of \$482,749. The accumulated depreciation on the vehicles at September 30, 2010 was \$478,612. The capital lease obligations are payable from the net revenues of the Sanitation operations.

The minimum future lease payments due under this agreement at September 30, 2010, are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	<u>2,403</u>	<u>52</u>	<u>2,455</u>
	<u>\$ 2,403</u>	<u>\$ 52</u>	<u>\$ 2,455</u>

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Promissory Notes: The Town’s outstanding promissory notes payable at September 30, 2010 are summarized as follows:

Promissary Note, Series 2008A: On August 28, 2008, the Town executed a tax-exempt note in the principal amount of \$4,928,350 with the Bank of America. Loan proceeds are restricted to finance the settlement of the pension obligation to the Town of Lake Park Firefighters’ Pension and for the construction of improvements in the marina. In addition, \$2,420,000 of the governmental loan proceeds were transferred to the CRA as a grant for the acquisition of property and for the construction of improvements within the Town’s community redevelopment area in accordance with an interlocal agreement between the Town and the CRA executed on August 20, 2008. (See Note 14.) The agreement does not require the CRA to repay the grant from the Town; however, if the CRA makes a voluntary payment to the Town, the Town will use the payment to pay debt service on the note.

Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. The continued exclusion of interest on the Tax-Exempt Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Internal Revenue Code. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 3.67%, which is subject to adjustment upon the occurrence of a Determination of Taxability.

Amounts currently outstanding on the note are as follows:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 3,317,914
Business-type activities	<u>1,023,204</u>
	<u>\$ 4,341,118</u>

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Promissory Notes (Continued)

Promissory Note, Series 2008A (Continued)

Annual debt service requirements to maturity are as follows:

Governmental Activities:

Year Ending September 30	Principal	Interest	Total Amount
2011	156,491	118,896	275,387
2012	162,235	113,047	275,281
2013	168,188	106,984	275,172
2014	174,361	100,698	275,059
2015	180,760	94,182	274,942
2016-2020	1,008,313	364,477	1,372,790
2021-2025	989,423	169,638	1,159,061
2026-2028	478,143	26,743	504,887
Total	<u>\$ 3,317,914</u>	<u>\$ 1,094,665</u>	<u>\$ 4,412,579</u>

Business-type activities:

Year Ending September 30	Principal	Interest	Total Amount
2011	\$ 115,793	\$ 35,427	\$ 151,220
2012	120,042	31,099	151,141
2013	124,448	26,613	151,061
2014	129,015	21,962	150,977
2015	133,750	17,140	150,890
2016-2020	132,211	61,648	193,859
2021-2025	158,318	35,061	193,379
2026-2028	109,627	6,132	115,759
Total	<u>\$ 1,023,204</u>	<u>\$ 235,082</u>	<u>\$ 1,258,286</u>

Promissory Note, Series 2008B: On August 28, 2008, the Town executed a note in the principal amount of \$309,550 with the Bank of America to finance the construction of improvements in the marina and the purchase of recreation vehicles. Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 6.78%.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Promissory Notes (Continued)

Promissory Note, Series 2008B (Continued)

Amounts currently outstanding on the note are as follows:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 36,988
Business-type activities	<u>239,758</u>
	<u>\$ 276,746</u>

Annual debt service requirements to maturity are as follows:

Governmental Activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	\$ 6,460	\$ 2,289	\$ 8,749
2012	6,898	1,836	8,734
2013	7,366	1,352	8,718
2014	7,865	836	8,701
2015	8,399	285	8,684
Total	<u>\$ 36,988</u>	<u>\$ 6,598</u>	<u>\$ 43,586</u>

Business-type activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	\$ 7,202	\$ 16,012	\$ 23,214
2012	7,691	15,507	23,198
2013	8,212	14,968	23,180
2014	8,769	14,392	23,161
2015	9,363	13,777	23,140
2016-2020	57,245	58,104	115,349
2021-2025	79,467	35,129	114,596
2026-2028	61,809	6,469	68,278
Total	<u>\$ 239,758</u>	<u>\$ 174,358</u>	<u>\$ 414,116</u>

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Promissory Notes (Continued)

Promissory Note, Series 2009: On August 7, 2009, the Town executed a note in the principal amount of \$1,475,000 with the Bank of America to land acquisition and improvements, the purchase of a sanitation truck, fuel tanks, parking meters, and make roof repairs. Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2024. The note bears an annual interest rate of 5.11%.

Amounts currently outstanding on the note are as follows:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 1,143,523
Business-type activities	<u>219,185</u>
	<u>\$ 1,362,708</u>

Annual debt service requirements to maturity are as follows:

Governmental Activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2011	\$ 78,566	\$ 58,434	\$ 137,000
2012	82,579	54,419	136,998
2013	86,801	50,200	137,001
2014	91,235	45,764	136,999
2015	63,622	41,102	104,724
2016-2020	370,325	153,291	523,616
2021-2025	370,395	48,497	418,892
Total	<u>\$ 1,143,523</u>	<u>\$ 451,707</u>	<u>\$ 1,595,230</u>

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 8 – LONG-TERM LIABILITIES** (Continued)

Promissory Notes (Continued)

Promissory Note, Series 2009 (Continued)

Business-type activities:

Year Ending September 30	Principal	Interest	Total Amount
2011	\$ 50,770	\$ 11,200	\$ 61,970
2012	53,365	8,606	61,971
2013	56,092	5,879	61,971
2014	58,958	3,012	61,970
Total	<u>\$ 219,185</u>	<u>\$ 28,697</u>	<u>\$ 247,882</u>

Pension Contribution Payable: The Town's pension fund did not have an actuarial valuation performed for the 2008 and 2009 fiscal years, when the valuation was performed for the 2010 fiscal year the total due was \$94,410. This amount is recorded as a long term liability at an interest rate of 8% payable as follows:

Year Ending September 30	Principal	Interest	Total Amount
2011	\$ 16,093	\$ 7,553	\$ 23,646
2012	17,380	6,266	23,646
2013	18,771	4,875	23,646
2014	20,272	3,374	23,646
2015	21,894	1,752	23,646
Total	<u>\$ 94,410</u>	<u>\$ 23,820</u>	<u>\$ 118,230</u>

Annual Maturities: The aggregate maturities for all long-term debt of the Town with scheduled maturities (excluding compensated absences and claims and settlements), are as follows:

Year Ending September 30	Principal	Interest	Total Amount
2011	\$ 1,092,648	\$ 682,376	\$ 1,775,024
2012	1,130,451	631,925	1,762,376
2013	1,187,551	579,355	1,766,906
2014	1,241,867	523,766	1,765,633
2015	1,204,271	465,575	1,669,846
2016-2020	4,082,825	1,615,209	5,698,034
2021-2025	2,532,602	931,024	3,463,626
2026-2030	1,829,581	436,846	2,266,427
2031-2033	860,000	87,250	947,250
Total	<u>\$ 15,161,796</u>	<u>\$ 5,953,326</u>	<u>\$ 21,115,122</u>

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 9 – DEFERRED COMPENSATION PLAN ASSETS**

Employees of the Town may participate in a deferred compensation plan adopted under the provisions of Internal Revenue Code Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

The deferred compensation plan is available to all employees of the Town. Under the plan, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portion until the withdrawal date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death, or unforeseeable emergency. A third party administers the deferred compensation plan.

In 1999, the Town Adopted GASB-32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. The Town modified its Deferred Compensation Plan to conform with the changes in the Internal Revenue Code brought about by the Small Business Job Protection Act of 1996 (the “Act”). The Act requires that eligible deferred compensation plans established and maintained by governmental employers be amended to provide that all assets of the plan be held in trust, or under one or more appropriate annuity contracts or custodial accounts, for the exclusive benefit of plan participants and their beneficiaries. As a result of this change, these plan assets are no longer property of the Town and will no longer be subject to the claims of the Town’s general creditors.

Because the Town has little administrative involvement and does not perform the investing function for funds in the Plan, the Town’s activities do not meet the criteria for inclusion in the fiduciary funds of a government.

**NOTE 10 – PENSION PLANS**

Defined Contribution Plan:

The General Employees Retirement Plan is a defined contribution pension plan established by the Town to provide benefits at retirement for all current employees. Defined contribution plans have terms that specify how contributions to an individual’s account are to be determined rather than the amount of pension benefits the individual is to receive. In a defined contribution plan, the pension benefits a participant will receive depend only on the amount contributed to the participant’s account, earnings on investments of these contributions, and forfeitures of other participants’ benefits that will be allocated to the participant’s account. Plan assets are not considered the Town’s assets; therefore, they are not included in the Town’s basic financial statements. The Plan does not issue a stand alone financial report.

The Town is required to contribute 5% of the plan members’ annual compensation and matches 50% of the employees’ voluntary contributions under the deferred compensation plan, up to a maximum of 2.5% of participants’ annual compensation. Total contributions for the year ended September 30, 2010 were \$142,480 by the Town and \$101,476 by the employees.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 10 – PENSION PLANS** (Continued)

Defined Contribution Plan (Continued)

Plan provisions and contribution requirements are established and may be amended by the Town Commission, which may also terminate the Plan at any time, at its sole discretion.

Vesting of the City's contributions in the 401(a) plan commences after two years of service, with 20% vesting in year two and 20% each year thereafter until fully vested after six years. If an employee terminates before becoming fully vested, forfeited amounts will be reallocated to accounts of remaining participants as an additional employer contribution. Year of service begins upon an eligible employee successfully completing one year of service and having reached age 18 of service. A year of service is a computation period during which an employee is credited with at least 1,000 hours of service. Plan provisions and contribution requirements are established and may be amended by the City Council. The Town's Finance Director is the plan administrator.

Defined Benefit Plan

The Town administers one single employer defined benefit pension plan that covers no current Town employees. The Retired Police Officers' Pension Fund (RPOPF) covers certain police retirees. The plan was established by the Town and administered by a separate board of trustees. The RPOPF plan is included as blended component unit in the financial statements of the Town of Lake Park as a pension trust fund. The plan does not issue stand alone financial reports.

Basis of Accounting: All pension fund financial statements are prepared using the accrual basis of accounting. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

Method Used to Value Investments: Plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates.

Administrative Expenses: Liability for future non-investment related expenses is the present value of the future anticipated expenses over the remaining UAAL amortization period based on expenses paid in the year preceding the valuation date.

Post-retirement Benefits: The Town offers continuation of health, dental, vision, and life insurance benefits to employees upon retirement. The cost of such benefits is paid by the retirees and the Town has no further liability for post-retirement benefits.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 10 – PENSION PLANS** (Continued)

Defined Benefit Plans (Continued)

*The Retired Police Officers’ Pension Fund*

Effective October 1, 2001, the Palm Beach County Sheriff’s Office (PBSO) was contracted to provide police services for the Town in connection with the transfer of Town police services to the PBSO, the active plan members of the plan were terminated and eligible for a lump sum payout. Effective November 20, 2002, the Town terminated the Municipal Police Officers’ Retirement Trust Fund and distributed lump sum payouts to the vested participants. On October 15, 2003, the Town established the Retired Police Officers’ Pension Fund for the retirees covered by the original plan and transferred substantially all remaining assets of the original plan to the new plan in April 2004. Accordingly, at September 30, 2010 only five years of plan information was available for the Retired Police Officers’ Pension Fund.

The plan is a substituted trust established on October 1, 2003 by Town Ordinance No. 13-2003 to provide the retired members of the previous defined benefit pension plan with the monthly retirement benefits that were accrued under the prior plan. Accordingly, the Retired Police Officers’ Pension Fund covers only retirees and has no active plan members or employees of the Town that are eligible to participate and the provisions of the Retired Police Officers’ Pension Fund as established by Town ordinance, do not address any provisions related to vesting, eligibility for retirement, future retirement benefits, other benefits, or employee contributions. Administrative expenses are financed as part of the unfunded actuarial accrued liability. The Town is required to contribute actuarially determined amounts sufficient to fund the plan. An actuarial valuation report had not been performed and completed as of October 1, 2007 and 2008. This report would have contained the contribution requirements for the plan years ended September 30, 2008 and 2009. A report was completed as of October 1, 2009, subsequent to September 30, 2010. The required contributions for the 2008, 2009, and 2010 fiscal years are recorded as a long term liability of the Town and an accounts receivable of the pension trust fund. At October 1, 2009, the date of the latest actuarial valuation, the RPOPF included three service retirees and four disability retirees.

Schedule of Employer Contributions

<u>Year Ended</u> <u>September 30</u>	<u>Annual</u> <u>Required</u> <u>Contribution</u>	<u>Percentage</u> <u>Contributed</u>
2008	\$ 19,189	100%
2009	20,725	100%
2010	47,889	100%

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 10 – PENSION PLANS** (Continued)

Defined Benefit Plans (Continued)

The Retired Police Officers' Pension Fund (Continued)

Annual Pension Costs and Related Information: The significant actuarial assumptions used in the most recent actuarial valuation of the Retired Police Officers' Pension Fund are summarized as follows:

Valuation date	October 1, 2009
Actuarial cost method	Entry Age Normal Actuarial Cost Method
Amortization method	Level dollar amount - closed
Remaining amortization period	15 years
Asset valuation method	Market
Actuarial assumptions:	
Investment rate of return (Net of administrative expenses)	8.0%
Inflation rate	N/A
Projected salary increase	N/A
Post retirement COLA	N/A

Three Year Trend Information

	<u>Actuarially Determined Contribution</u>	<u>Percentage of APC* Contributed</u>	<u>Net Pension Obligation</u>
2008	\$ 19,189	100%	
2009	20,725	100	
2010	47,889	100	

\* The Towns actuary is treating the unpaid contributions as a note receivable bearing interest, therefore there was no net pension obligation in the actuarial report.

Schedule of Funding Progress:

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets</u>	<u>Actuarial Accrued Liability (AAL)</u>	<u>Unfunded AAL</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded AAL as % of Covered Payroll</u>
10/01/09	\$1,382,517	\$1,771,112	\$388,595	78.06%	N/A	N/A

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 10 – PENSION PLANS** (Continued)

The RPOPF utilizes the entry age normal actuarial cost method to determine contributions to the Plan. The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**NOTE 11 – OTHER POST EMPLOYMENT BENEFITS**

The Town implemented Governmental Accounting Standards Board Statement 45 (GASB 45), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, effective October 1, 2009. The Town elected to implement prospectively, and the change in accounting principle had no effect on changes in net assets/fund equity for prior periods. Retirees of the Town pay an amount equal to the actual premium for health insurance charged by the carrier, but there is an implied subsidy in the healthcare insurance premium for retirees because the premium charged for these retirees is the same as the premium charged for active employees, who are younger than retirees on average. This implied subsidy constitutes other postemployment benefits (OPEB) under GASB 45.

*Plan Description*

The Town provides a single employer defined benefit health care plan to all of its employees. The plan allows its employees and their beneficiaries, to continue to obtain health, dental, vision and life insurance benefits upon retirement. The normal retirement age of Town employees is age 65. The benefits of the plan are in accordance with Florida Statutes, which are the legal authority for the plan. The plan has no assets and does not issue a separate financial report.

*Funding Policy*

The Town does not directly make a contribution to the plan on behalf of retirees. Retirees and their beneficiaries pay the same group rates as are charged to the Town for active employees by its healthcare provider. However, the Town's actuaries, in their actuarial valuation, calculate an offset to the cost of these benefits as an Employer Contribution, based upon an implicit rate subsidy. This offset equals the total age-adjusted costs paid by the Town or its active employees for coverage of the retirees and their dependents for the year net of the retiree's own payments for the year.

*Annual OPEB Cost and Net OPEB Obligation*

The annual other post employment benefit (OPEB) cost is calculated based on the annual required contribution of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The annual required contribution represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities over a period not to exceed 30 years.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 11 – OTHER POST EMPLOYMENT BENEFITS** (Continued)

The annual OPEB cost and the net OPEB obligation for the Town for the current year and the related information is as follows:

Required contribution rates:	
Employer	Pay-as-you-go
Plan members	N/A
Normal cost	\$ 13,821
Interest on normal cost	509
Amortization	6,123
Interest on amortization	<u>276</u>
Annual OPEB cost	20,729
Contributions made	<u>(8,395)</u>
Increase in net OPEB obligation	12,334
Net OPEB obligation October 1, 2009	<u>          </u>
Net OPEB obligation September 30, 2010	<u>\$ 12,334</u>

Trend Information

<u>Three-Year Trend Information</u>			
Fiscal Year End	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/08	N/A	N/A	N/A
09/30/09	N/A	N/A	N/A
09/30/10	\$20,729	40.5%	\$ 12,334

Funded Status

The funded status of the plan as of most recent actuarial valuation date was as follows:

Actuarial valuation date	10/01/2009
Actuarial accrued liability	\$ 104,222
Actuarial value of plan assets	\$
Unfunded actuarial accrued liability (UAAL)	\$ 104,222
Funded ratio	0.0%
Covered payroll	\$2,448,717
UAAL as a percentage of covered payroll	4.3%

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 11 – OTHER POST EMPLOYMENT BENEFITS** (Continued)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are comparable with past expectations and new estimates are made about the future. The schedule of funding progress presented as required supplementary information following the notes to the financial statements, will present multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. Because the fiscal year ended September 30, 2010 was the year of implementation of GASB 45, only one year is presented in the schedule at this time. In future years, required trend data will be presented. The Town has not contributed assets to the plan at this time.

*Actuarial Methods and Assumptions*

Projections of benefits are based on the substantive plan (the plan as understood by the employer and plan members) and includes the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the Town and the plan members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions were as follows:

Actuarial valuation date	10/01/2009
Actuarial cost method	Entry Age Normal
Amortization method	Level percent of payroll, closed
Remaining amortization period	30 years
Asset valuation method	Unfunded
Actual assumptions:	
Investment rate of return	4.5%
Healthcare cost trend	8% for 2010 decreasing to 5% in 2012

**NOTE 12 - RESERVED FUND BALANCES**

The Town has established reserves to account for that portion of fund balance that is not appropriable for expenditure or is legally segregated for a specific future use. The reserves for inventory, encumbrances, debt service, and advances to other funds are amounts that are not appropriable for expenditure. The reserves for capital projects are funds that are legally segregated for a specific future use.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 13 – JOINTLY GOVERNED ORGANIZATION**

The Town, through an interlocal agreement with certain other municipalities and Palm Beach County, created the Seacoast Utility Authority (“Seacoast”) which provides water and sewer service to the citizens of each of the participating municipalities and a portion of Palm Beach County. Seacoast’s governing board is comprised of one member from each participating entity. Seacoast is an Independent Authority organized under the laws of the State of Florida, and the Town has no participating equity ownership in Seacoast. The Town paid \$73,840 to Seacoast during the fiscal year for water and sewer service.

**NOTE 14 – RISK MANAGEMENT**

The Town is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance through the Florida League of Cities, Inc., a statewide commercial insurance program. The policy for comprehensive property, casualty and liability insurance provides coverage with a deductible of \$5,000 for property and casualty and \$25,000 for liability claims per occurrence, with a combined annual cap of \$2 million. The Town does not retain any risk of loss under this policy.

The Town has established a risk management program for workers’ compensation where premiums are paid from each department to the Florida League of Cities who fully insures all claims to a statutory level. The Town does not retain any risk of loss under this policy. There were no significant reductions in insurance coverage from the prior year. The amount of insurance settlements has not exceeded the Town’s insurance coverage in any of the prior three fiscal years.

The Town currently reports all of its risk management activities in the Insurance Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 14 – RISK MANAGEMENT** (Continued)

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies, principally the U.S. Department of Homeland Security and the State of Florida. Any disallowed claims, including amounts already received, might constitute a liability of the Town for the return of those funds.

Litigation

The Town is a defendant in various lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of some of these lawsuits cannot be determined at the present time, it is the opinion of legal counsel that the likelihood of unfavorable outcome and the amounts of potential losses cannot be reasonably determined for all claims at this time.

**NOTE 15 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS**

In governmental accounting, interfund loans are reported as interfund receivables in lender funds and interfund payables in borrower funds. There is no net effect in the governmental-wide financial statements. The current portion of the interfund loan is reported in the governmental funds as Due to and Due from other funds and the non-current portion is reported as Advance to and Advance from other funds. The composition of interfund balances at September 30, 2010, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Due to/from</u>	<u>Advance</u>	<u>Total</u>
General Fund	CRA	\$ 841,081	\$	\$ 841,081
CRA	General Fund	1,091,081	56,538	1,147,619
General Fund	Non-major governmental funds	13,100		13,100
Marina Fund	General Fund		2,050,000	2,050,000

At September 30, 2010, the General Fund owed the CRA Fund \$1,091,081 for unpaid incremental tax revenue from fiscal year 2000 to the present. (See Note 2.) The amount due to the CRA from the General Fund includes outstanding principal of \$390,019 and penalties and interest of \$701,062. The due to the General Fund from the CRA fund was for the purpose of land acquisitions and improvements in the CRA.

**TOWN OF LAKE PARK, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2010**

**NOTE 15 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS** (Continued)

The advance from the General Fund to the Marina Fund resulted from a cash overdraft in the Marina Fund’s pooled cash and cash equivalents account.

Interfund transfers during the year ended September 30, 2010 are as follows:

Fund	Transfers in	Transfers out
General Fund	\$ 308,779	
CRA		\$ 308,779
General Fund	75,000	
Nonmajor Governmental		75,000
General Fund	51,300	
Nonmajor Enterprise		51,300
General Fund	5,001	
Marina Fund		5,001
General Fund	225,000	
Sanitation Fund		225,000
CRA	545,904	
General Fund		545,904
Marina Fund	17,500	
General Fund		17,500
Nonmajor Governmental	16,920	
General Fund		16,920
Nonmajor Governmental	18,000	
Nonmajor Enterprise		18,000
Nonmajor Governmental	2,912	
Nonmajor Governmental		2,912

The transfer of \$308,779 from the CRA Fund to the General Fund included \$224,530 for principal and interest payments that the CRA fund agreed to reimburse the General Fund if the CRA Fund has sufficient available resources.

The transfer of \$545,904 from the General Fund to the CRA Fund included the following:

- a. Transfer of \$491,602 for the 2009 incremental tax obligation.
- b. Transfer of \$54,302 for interest for late payment of the incremental tax obligation. (See Note 2)

The transfers were also used to: reimburse the General Fund for shared administrative costs and make payment in lieu of taxes.

**TOWN OF LAKE PARK, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2010**

**NOTE 16 - RELATED PARTY TRANSACTIONS – ENTERPRISE FUNDS**

The General Fund provides the other funds with various management services. Administrative costs totaling \$60,000 for the Marina fund, \$106,325 for the Sanitation fund, \$49,925 for the CRA fund, and \$33,000 for the Stormwater Utility fund were charged for 2010.

REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN MD&A

FIDUCIARY FUNDS

Pension Trust Funds

*Retired Police Officers' Pension Trust Fund*

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**September 30, 2010**

Retired Police Officers' Pension Fund

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)- Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
10/1/2003	\$ 2,095,114	\$ 2,177,473	\$ 82,359	96.22%	N/A	N/A
10/1/2004	1,924,445	2,156,800	232,355	89.23%	N/A	N/A
10/1/2005	1,971,286	2,030,035	58,749	97.11%	N/A	N/A
10/1/2006	1,919,359	2,061,642	142,283	93.10%	N/A	N/A
10/1/2009	1,382,517	1,771,112	388,595	78.06%	N/A	N/A

Schedule of Employer and State Contributions

Fiscal Year Ended September 30	Annual Required Contribution	Actual Contribution	State Contribution	Percentage Contributed
2005	\$ 26,482	\$ 26,482		100.0%
2006	7,959	7,959		100.0%
2007	17,768	17,768		100.0%
2008	19,189	19,189		100.0%
2009	20,725	20,725		100.0%
2010	47,889	47,889		100.0%

Note 1: The Retired Police Officers' Pension Fund was established on October 1, 2003. The most recent actuarial valuation of the plan was at October 1, 2009. The fund is a substituted trust established to provide retired members of the predecessor Town of Lake Park Police Pension Plan with the monthly retirement benefits that were accrued under the former retirement plan. Accordingly, the plan includes only services retirees and has no active members, and receives no state money.

Note 2: An actuarial valuation report had not been performed and completed as of October 1, 2007 or 2008. These reports would have contained the contribution requirements for the plan years ended September 30, 2008 and 2009. A report was completed as of October 1, 2009 subsequent to September 30, 2010. Therefore the contributions for the 2008, 2009, and 2010 fiscal years are recorded as a long term liability of the Town and an accounts receivable of the pension trust fund.

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Notes to the Trend Data**  
**September 30, 2010**

	Retired Police Officers' Pension Fund
	<hr/>
Contribution rates as of 9/30/10:	
Town	N/A
Plan Members	N/A
Actuarially Determined Contribution	\$ 47,889
Contributions Made	\$ 47,889
Valuation date	10/1/2009
Actuarial Cost Method	Entry Age Normal Actuarial Cost Method
Amortized Method	Level dollar amount, closed
Remaining Amortization Period	15 Years
Asset Valuation Method	Market
Actuarial Assumption:	
Investment rate of return (net of administrative expenses)	8%
Projected salary increase	N/A
Post Retirement cost of living adjustments	N/A

**OTHER POST EMPLOYMENT BENEFITS**

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**September 30, 2010**

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)- Entry Age(1) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
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Other Post Employment Benefits (OPEB)

10/01/09	\$	\$ 104,222	\$ 104,222	0.0%	\$ 2,448,717	4.3%
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The schedule of funding progress presented above will present multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. Because the fiscal year ended September 30, 2010 was the year of implementation of GASB 45 and the Town elected to apply the statement prospectively, only one year is presented in the schedule at this time. In future years, required trend data will be presented. The Town has not contributed assets to the plan at this time.

GENERAL FUND

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**General Fund**  
**For the year ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<b>Variance with Final Budget Positive (Negative)</b>
	<u>Original</u>	<u>Final</u>		<u>(Negative)</u>
Revenues				
Taxes				
General property taxes	\$ 4,698,410	\$ 4,698,410	\$ 4,689,300	\$ (9,110)
Franchise taxes				
Electricity	635,000	635,000	547,504	(87,496)
Gas	5,000	5,000	11,629	6,629
Solid Waste	10,000	10,000	10,735	735
Utility taxes				
Electricity	575,000	575,000	607,096	32,096
Water	130,000	130,000	138,113	8,113
Gas	30,000	30,000	26,175	(3,825)
Total taxes	<u>6,083,410</u>	<u>6,083,410</u>	<u>6,030,552</u>	<u>(52,858)</u>
Licenses and permits				
Building permits	130,000	130,000	133,551	3,551
Alarm permits	7,500	7,500	16,515	9,015
Signage permits	15,000	15,000	13,950	(1,050)
Business tax receipts	350,000	350,000	339,292	(10,708)
Business tax confirmation	13,000	13,000	12,394	(606)
Cost recovery	40,000	40,000	7,496	(32,504)
Special event fees	500	500	425	(75)
Contractors fees	2,500	2,500	2,578	78
Total licenses and permits	<u>558,500</u>	<u>558,500</u>	<u>526,201</u>	<u>(32,299)</u>
Intergovernmental revenues				
State shared revenues				
Local government sales tax	535,000	535,000	559,351	24,351
Local communication services taxes	500,000	500,000	464,184	(35,816)
State revenue sharing	220,000	220,000	223,804	3,804
Alcoholic beverage licenses	12,000	12,000	9,992	(2,008)
Motor fuel tax refund	7,600	7,600	9,909	2,309
County shared revenues				
County business tax	25,000	25,000	24,229	(771)
Grant revenues				
State aid to libraries	11,650	11,650	7,675	(3,975)
Total intergovernmental revenues	<u>\$ 1,311,250</u>	<u>\$ 1,311,250</u>	<u>\$ 1,299,144</u>	<u>\$ (12,106)</u>

(Continued)

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**General Fund**  
**For the year ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		<u>Positive (Negative)</u>
Revenues (Continued)				
Charges for services				
Administrative fees				
Sanitation	\$ 106,325	\$ 106,325	\$ 106,325	\$
CRA	49,925	49,925	49,925	
Stormwater utility	33,000	33,000	33,000	
Marina	60,000	60,000	60,000	
Parking fees	205,000	205,000	40,396	(164,604)
Plan review fees	15,000	15,000	4,125	(10,875)
Parks and recreation	44,550	50,980	51,328	348
Other charges for services	5,700	5,700	7,894	2,194
Total charges for services	<u>519,500</u>	<u>525,930</u>	<u>352,993</u>	<u>(172,937)</u>
Fines and forfeitures				
Court fines	25,000	25,000	18,536	(6,464)
Code violations	60,000	60,000	35,851	(24,149)
Code violations - administrative cost	25,000	25,000	27,673	2,673
Parking violations	20,000	20,000	21,995	1,995
Alarm violations	6,000	6,000	7,425	1,425
Business tax penalties	10,000	10,000	8,238	(1,762)
Library fines	1,200	1,200	1,172	(28)
Total fines and forfeitures	<u>147,200</u>	<u>147,200</u>	<u>120,890</u>	<u>(26,310)</u>
Miscellaneous revenue				
Interest earnings	80,000	80,000	7,149	(72,851)
Interest earnings - tax collector	25,000	25,000	27,473	2,473
Unrealized gain on investments			15,979	15,979
Rent	39,555	39,555	45,080	5,525
Sale of surplus property			4,698	4,698
Sale of scrap material	1,000	1,000	969	(31)
Fuel reimbursement from Sheriff		111,765	111,765	
Reimbursement from Stormwater utility	68,000	68,000	70,125	2,125
Transfer from Streets and Roads	75,000	75,000	75,000	
Transfer from CRA	253,890	345,210	308,779	(36,431)
Transfer from Marina	30,000	30,000	5,001	(24,999)
Transfer from Stormwater	51,300	51,300	51,300	
Transfer from Sanitation	225,000	225,000	225,000	
Miscellaneous revenues	6,150	9,150	11,707	2,557
Total miscellaneous revenues	<u>854,895</u>	<u>1,060,980</u>	<u>960,025</u>	<u>(100,955)</u>
Balance brought forward	<u>250,000</u>	<u>250,000</u>		<u>(250,000)</u>
Total revenues	<u>\$ 9,724,755</u>	<u>\$ 9,937,270</u>	<u>\$ 9,289,805</u>	<u>\$ (647,465)</u>

(Continued)

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**General Fund**  
**For the year ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		<u>Positive (Negative)</u>
(Continued)				
Expenditures				
General government				
Legislative				
Personal services	\$ 50,435	\$ 50,617	\$ 50,468	\$ 149
Operating expenditures	48,650	43,298	40,088	3,210
Total legislative	<u>99,085</u>	<u>93,915</u>	<u>90,556</u>	<u>3,359</u>
Town manager				
Personal services	298,200	297,570	291,697	5,873
Operating expenditures	8,280	9,805	7,680	2,125
Total town manager	<u>306,480</u>	<u>307,375</u>	<u>299,377</u>	<u>7,998</u>
Personnel				
Personal services	95,970	98,525	98,040	485
Operating expenditures	48,800	46,350	46,279	71
Total personnel	<u>144,770</u>	<u>144,875</u>	<u>144,319</u>	<u>556</u>
Town clerk				
Personal services	131,195	128,845	128,404	441
Operating expenditures	52,280	54,475	53,298	1,177
Debt Service	3,100	3,100	3,095	5
Total town clerk	<u>186,575</u>	<u>186,420</u>	<u>184,797</u>	<u>1,623</u>
Finance				
Personal services	368,570	362,695	358,751	3,944
Operating expenditures	83,880	89,755	89,408	347
Total finance	<u>452,450</u>	<u>452,450</u>	<u>448,159</u>	<u>4,291</u>
Legal				
Operating expenditures	178,000	185,670	185,667	3
Total legal	<u>178,000</u>	<u>185,670</u>	<u>185,667</u>	<u>3</u>
Information technology				
Personal services	98,305	94,830	94,651	179
Operating expenditures	57,875	51,750	50,005	1,745
Capital outlay	12,000	17,050	17,017	33
Total information technology	<u>168,180</u>	<u>163,630</u>	<u>161,673</u>	<u>1,957</u>
Non-departmental				
Debt service	314,595	380,245	380,210	35
Total non-departmental	<u>314,595</u>	<u>380,245</u>	<u>380,210</u>	<u>35</u>
Total general government	<u>1,850,135</u>	<u>1,914,580</u>	<u>1,894,758</u>	<u>19,822</u>

(Continued)

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**General Fund**  
**For the year ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		<u>Positive (Negative)</u>
Expenditures (Continued)				
Public Safety				
Law enforcement				
Operating expenditures	\$ 2,794,475	\$ 2,909,085	\$ 2,908,413	\$ 672
Disaster				
Operating expenditures	10,000	5,840	1,235	4,605
Total disaster	10,000	5,840	1,235	4,605
Fire department				
Operating expenditures	2,001,820	2,001,820	2,001,820	
Community development				
Personal services	404,685	396,530	389,575	6,955
Operating expenditures	213,280	193,785	183,076	10,709
Capital outlay				
Total community development	617,965	590,315	572,651	17,664
Total public safety	5,424,260	5,507,060	5,484,119	22,941
Physical environment				
Public works- administration				
Personal services	156,790	125,890	122,413	3,477
Operating expenditures	17,335	45,305	45,177	128
Capital outlay		900	879	21
Total Public works- administration	174,125	172,095	168,469	3,626
Public works- ground maintenance				
Personal services	293,665	285,290	284,802	488
Operating expenditures	63,975	71,925	71,737	188
Capital outlay		8,050	8,038	12
Debt service	11,965	11,965	11,959	6
Total public works- ground maintenance	369,605	377,230	376,536	694
Vehicle maintenance				
Personal services	129,480	131,840	131,633	207
Operating expenditures	44,250	41,890	35,989	5,901
Total vehicle maintenance	173,730	173,730	167,622	6,108
Total physical environment	717,460	723,055	712,627	10,428
Transportation				
Facility maintenance				
Personal services	120,460	122,835	121,986	849
Operating expenditures	212,995	198,700	198,596	104
Capital outlay		3,620	3,600	20
Total facility maintenance	333,455	325,155	324,182	973

(Continued)

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**General Fund**  
**For the year ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		<u>Positive (Negative)</u>
Expenditures (Continued)				
Transportation (Continued)				
Parking facilities				
Personal services	\$	\$ 620	\$ 617	\$ 3
Operating expenditures	14,075	28,180	28,131	49
Capital outlay		12,565	12,554	11
Debt service		32,280	32,277	3
Total parking facilities	<u>14,075</u>	<u>73,645</u>	<u>73,579</u>	<u>66</u>
Total transportation	<u>347,530</u>	<u>398,800</u>	<u>397,761</u>	<u>1,039</u>
Culture and recreation				
Library				
Personal services	220,075	213,350	191,664	21,686
Operating expenditures	90,750	97,700	77,772	19,928
Capital outlay		3,075	3,070	5
Total library	<u>310,825</u>	<u>314,125</u>	<u>272,506</u>	<u>41,619</u>
Recreation				
Personal services	113,275	105,735	104,310	1,425
Operating expenditures	77,300	91,490	84,089	7,401
Debt service	8,765	8,765	8,763	2
Total recreation	<u>199,340</u>	<u>205,990</u>	<u>197,162</u>	<u>8,828</u>
Total culture and recreation	<u>510,165</u>	<u>520,115</u>	<u>469,668</u>	<u>50,447</u>
Total expenditures	<u>8,849,550</u>	<u>9,063,610</u>	<u>8,958,933</u>	<u>104,677</u>
Transfers out and other expenditures				
Transfer out CRA	504,260	545,910	545,904	6
Transfer out CRA delinquent payments	250,000	250,000		250,000
Transfer out Marina		17,500	17,500	
Transfer out Streets and roads	16,925	16,925	16,920	5
Other	6,825	27,100	27,044	56
Contingency, reserves and unappropriated	97,195	16,225		16,225
Total transfers out and other expenditures	<u>875,205</u>	<u>873,660</u>	<u>607,368</u>	<u>266,292</u>
Total expenditures and transfers	<u>9,724,755</u>	<u>9,937,270</u>	<u>9,566,301</u>	<u>370,969</u>
Net change in fund balances	<u>\$</u>	<u>\$</u>	<u>\$ (276,496)</u>	<u>\$ (276,496)</u>

See notes to the budgetary comparison schedules.

CRA FUND

**TOWN OF LAKE PARK, FLORIDA**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule -**  
**Community Redevelopment Fund**  
**For the Year Ended September 30, 2010**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget</b>
	<b>Original</b>	<b>Final</b>		<b>Positive (Negative)</b>
<b>Revenues</b>				
Intergovernmental	\$ 257,215	\$ 257,215	\$ 250,104	\$ (7,111)
Charges for services	13,500	13,500	22,290	8,790
Miscellaneous revenue	8,500	8,500	5,951	(2,549)
Transfer from General Fund	754,260	754,260	545,904	(208,356)
Balance brought forward	850,000	850,000		(850,000)
<b>Total revenues</b>	<b>1,883,475</b>	<b>1,883,475</b>	<b>824,249</b>	<b>(1,059,226)</b>
<b>Expenditures</b>				
General government	949,505	793,385	792,973	412
Culture and recreation	74,900	77,135	51,156	25,979
Economic environment	325,000	362,550	62,935	299,615
Capital outlay		243,175	242,607	568
Debt service	91,350	91,350		91,350
Transfers	253,890	308,815	308,779	36
Unappropriated	188,830	7,065		7,065
<b>Total expenditures</b>	<b>1,883,475</b>	<b>1,883,475</b>	<b>1,458,450</b>	<b>425,025</b>
<b>Net change in fund balances</b>	<b>\$</b>	<b>\$</b>	<b>\$ (634,201)</b>	<b>\$ (634,201)</b>

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK  
REQUIRED SUPPLEMENTARY INFORMATION  
NOTES TO BUDGETARY COMPARISON SCHEDULES  
SEPTEMBER 30, 2010**

**NOTE A - BUDGETARY ACCOUNTING**

An appropriated budget has been legally adopted for the General Fund and Community Redevelopment Fund on the same modified-accrual basis used to reflect revenue and expenditures, except that for budgetary purposes, revenue includes proceeds from debt issuances, transfers from other funds, and proceeds from the sale of capital assets, and expenditures include encumbrances and transfers to other funds within each governmental function. The Town Commission approved budget amendments for the General Fund totaling \$212,515 during the year, which increased the original General Fund appropriations from \$9,724,755 to a revised total of \$9,937,270. For the Community Redevelopment Fund, approved budget amendments did not affect the total appropriations for the fund.

The Town follows these procedures in establishing the annual budget:

1. Prior to September 1, the Town Manager submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at the Town Hall to obtain taxpayer comments.
3. The Town advises the Palm Beach County Tax Collector's office of the proposed millage rate, the rolled back millage rate and the day, time and place of the public hearing for budget acceptance.
4. A public hearing is held to obtain taxpayer input and to adopt the final budget and millage rate.
5. The budget and related millage rates are legally enacted through passage of an ordinance. Effective for fiscal year ending September 30, 2009, a final operating budget and related millage rates are legally enacted through the passage of a resolution.
6. Changes or amendments to the total budgeted expenditures of the Town or a department must be approved by the Town Commission; however, changes within a department which do not affect the total departmental expenditures may be approved by the Town Manager. Accordingly, the legal level of control is at the department level.

**TOWN OF LAKE PARK**  
**NOTES TO BUDGETARY COMPARISON SCHEDULES**  
**SEPTEMBER 30, 2010**

**NOTE A - BUDGETARY ACCOUNTING** (Continued)

7. All unencumbered balances lapse at the end of each fiscal year.

The reported budgetary data represents the final appropriated budget after amendments adopted by the Town Commission. An appropriated budget is legally required and has been legally adopted for the General Fund, Community Redevelopment Special Revenue Fund, Debt Service Fund, Streets and Roads Special Revenue Fund, and the Insurance Internal Service Fund on the same modified-accrual basis used to reflect actual revenues and expenditures, except that for budgetary purposes, current year encumbrances are treated as expenditures and transfers in and transfers out are treated as revenues and expenditures, respectively. The operations of the Town's other funds are non-budgeted financial activities, which are not legally required to adopt budgets. Budgetary comparison schedules for the Debt Service Fund and Streets and Roads Special Revenue Fund, non-major funds, and the Insurance Internal Service Fund, a proprietary fund, are not required to be presented and may be found in Other Supplementary Information at pages 81 to 83.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriations, is employed as an extension of formal budgetary control in the General Fund. Encumbrances outstanding at year end, if any, are reported as reservations of fund balance for subsequent year expenditures. For budgetary purposes, current year encumbrances are treated as expenditures and any unencumbered balances lapse at year end.

**NOTE B - BUDGET AND ACTUAL COMPARISONS**

The budgetary comparison schedule - General Fund, from pages 70-74, and Community Redevelopment Fund, from page 75, are prepared under the basis of accounting used in preparing the appropriated budget. As indicated in Note A, for budgetary purposes, proceeds from the sale of capital assets are treated as revenues, and current year encumbrances are treated as expenditures. As a result, revenues and expenditures reported in the budget and actual statement differ from the revenues and expenditures reported on the GAAP basis. These differences are reconciled as follows:

**TOWN OF LAKE PARK  
NOTES TO BUDGETARY COMPARISON SCHEDULES  
SEPTEMBER 30, 2010**

**NOTE B - BUDGET AND ACTUAL COMPARISONS** (Continued)

General Fund	<u>Revenues</u>	<u>Expenditures</u>
Current year encumbrances outstanding at year end	\$	\$ 62,849
Prior year encumbrances paid in the current year		(130,959)
Net encumbered amount		(68,110)
Transfers	665,080	580,324
Net differences – GAAP and budgetary basis	665,080	512,214
GAAP basis	8,624,726	9,054,087
Budgetary basis	<u>\$ 9,289,806</u>	<u>\$ 9,566,301</u>
Community Redevelopment Fund	<u>Revenues</u>	<u>Expenditures</u>
Current year encumbrances outstanding at year end	\$	\$ 55,812
Prior year encumbrances paid in the current year		(148,737)
Net encumbered amount		(92,925)
Transfers	545,904	308,779
Net differences – GAAP and budgetary basis	545,904	215,854
GAAP basis	278,345	1,242,596
Budgetary basis	<u>\$ 824,249</u>	<u>\$ 1,458,450</u>

**NOTE C – EXPENDITURES OVER APPROPRIATIONS**

There were no expenditures in excess of appropriations.

OTHER SUPPLEMENTARY INFORMATION

NONMAJOR GOVERNMENTAL FUNDS

Debt Service Fund

Special Revenue Funds  
*Streets and Roads Fund*

Capital Projects Funds  
*Capital Projects Fund*  
*Special Projects Fund*

**TOWN OF LAKE PARK, FLORIDA**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**September 30, 2010**

	<b>Debt Service Fund</b>	<b>Special Revenue Fund Streets &amp; Roads Fund</b>	<b>Capital Projects Funds</b>		<b>Total Nonmajor Governmental Funds</b>
			<b>Capital Projects Bond Fund</b>	<b>Special Projects Fund</b>	
<b>Assets</b>					
Pooled cash and cash equivalents	\$ 85,715	\$ 20	\$ 18,260	\$ 42,818	\$ 146,813
Investments	1,187				1,187
Due from other governments		18,903		29,023	47,926
<b>Total assets</b>	<b>\$ 86,902</b>	<b>\$ 18,923</b>	<b>\$ 18,260</b>	<b>\$ 71,841</b>	<b>\$ 195,926</b>
<b>Liabilities and fund balances</b>					
<b>Liabilities</b>					
Accounts payable	\$	\$ 2,836	\$	\$ 851	\$ 3,687
Accrued items		2,184			2,184
Deferred revenue				46,464	46,464
Due to other funds		13,100			13,100
<b>Total liabilities</b>		<b>18,120</b>		<b>47,315</b>	<b>65,435</b>
<b>Fund balances</b>					
Reserved for/reported in:					
Debt service / Debt service fund	86,902				86,902
Unreserved					
Undesignated					
Special revenue fund		803			803
Capital projects fund			18,260	24,526	42,786
<b>Total fund balances</b>	<b>86,902</b>	<b>803</b>	<b>18,260</b>	<b>24,526</b>	<b>130,491</b>
<b>Total liabilities and fund balances</b>	<b>\$ 86,902</b>	<b>\$ 18,923</b>	<b>\$ 18,260</b>	<b>\$ 71,841</b>	<b>\$ 195,926</b>

**TOWN OF LAKE PARK, FLORIDA**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended September 30, 2010**

	<b>Debt Service Fund</b>	<b>Special Revenue Fund</b>	<b>Capital Projects Funds</b>		<b>Total Nonmajor Governmental Funds</b>
		<b>Streets &amp; Roads Fund</b>	<b>Capital Projects Bond Fund</b>	<b>Special Projects Fund</b>	
Revenues					
Taxes	\$ 758,806	\$	\$	\$	\$ 758,806
Intergovernmental		344,682		44,703	389,385
Miscellaneous	114			1,926	2,040
Total revenues	<u>758,920</u>	<u>344,682</u>		<u>46,629</u>	<u>1,150,231</u>
Expenditures					
Current					
General government				4,813	4,813
Transportation		226,346			226,346
Capital outlay		47,566		48,664	96,230
Debt service					
Principal	524,679	4,658			529,337
Interest charges	243,429	254			243,683
Total expenditures	<u>768,108</u>	<u>278,824</u>		<u>53,477</u>	<u>1,100,409</u>
Excess of revenues over (under) expenditures	<u>(9,188)</u>	<u>65,858</u>		<u>(6,848)</u>	<u>49,822</u>
Other financing sources (uses)					
Transfers in		34,920		2,912	37,832
Transfers out		(75,000)	(2,912)		(77,912)
Total other financing sources (uses)		<u>(40,080)</u>	<u>(2,912)</u>	<u>2,912</u>	<u>(40,080)</u>
Net changes in fund balances	(9,188)	25,778	(2,912)	(3,936)	9,742
Fund balances - beginning (deficit)	<u>96,090</u>	<u>(24,975)</u>	<u>21,172</u>	<u>28,462</u>	<u>120,749</u>
Fund balances - ending (deficit)	<u>\$ 86,902</u>	<u>\$ 803</u>	<u>\$ 18,260</u>	<u>\$ 24,526</u>	<u>\$ 130,491</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Budgetary Comparison Schedule -**  
**Debt Service Fund**  
**For the Year Ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes	\$ 769,900	\$ 769,900	\$ 758,806	\$ (11,094)
Investment earnings			114	114
Total revenues	<u>769,900</u>	<u>769,900</u>	<u>758,920</u>	<u>(10,980)</u>
Expenditures				
Debt service	<u>769,900</u>	<u>769,900</u>	<u>768,108</u>	<u>1,792</u>
Net change in fund balances - budgetary basis	<u>\$</u>	<u>\$</u>	<u>\$ (9,188)</u>	<u>\$ (9,188)</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Budgetary Comparison Schedule -**  
**Streets and Roads Fund**  
**For the Year Ended September 30, 2010**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<b>Variance with Final Budget</b>
	<u>Original</u>	<u>Final</u>		<b>Positive (Negative)</b>
Revenues				
Intergovernmental	\$ 335,200	\$ 335,200	\$ 344,682	\$ 9,482
Transfer from General fund	16,925	16,925	16,920	(5)
Transfer from Stormwater	16,925	16,925	18,000	1,075
Total revenues	<u>369,050</u>	<u>369,050</u>	<u>379,602</u>	<u>10,552</u>
Expenditures				
Transportation	232,795	239,865	226,346	13,519
Capital outlay	30,000	49,255	47,566	1,689
Debt service	4,925	4,925	4,912	13
Other	26,330	5		
Transfer to General fund	75,000	75,000	75,000	
Total expenditures	<u>369,050</u>	<u>369,050</u>	<u>353,824</u>	<u>15,221</u>
Net change in fund balances - budgetary basis	<u>\$</u>	<u>\$</u>	<u>\$ 25,778</u>	<u>\$ 25,773</u>

PROPRIETARY FUNDS

Internal Service Fund  
*Insurance Fund*

**TOWN OF LAKE PARK, FLORIDA**  
**Budgetary Comparison Schedule -**  
**Insurance Fund**  
**For the Year Ended September 30, 2010**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget</b>
	<b>Original</b>	<b>Final</b>		<b>Positive (Negative)</b>
Revenues				
Contributed revenue	\$ 357,025	\$ 357,025	\$ 293,275	(63,750)
Miscellaneous revenue			7,780	7,780
Total revenues	<u>357,025</u>	<u>357,025</u>	<u>301,055</u>	<u>(55,970)</u>
Expenditures				
Personal services	<u>357,025</u>	<u>357,025</u>	<u>289,964</u>	<u>67,061</u>
Total expenditures	<u>357,025</u>	<u>357,025</u>	<u>289,964</u>	<u>67,061</u>
Net change in fund balances - budgetary basis	<u>\$</u>	<u>\$</u>	<u>\$ 11,091</u>	<u>\$ 11,091</u>

STATISTICAL SECTION

## STATISTICAL SECTION

*This part of the Town of Lake Park's comprehensive annual financial report presents detailed unaudited information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Town's overall financial health.*

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#### **Financial Trends**

*These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.*

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*These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.*

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*These schedules contain service and infrastructure data to help understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.*

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*Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

**TOWN OF LAKE PARK, FLORIDA**  
**Net Assets by Component**  
**Last Seven Fiscal Years**  
**(Accrual Basis of Accounting) Unaudited**

	Fiscal Year				
	2004	2005	2006	2007	2008
<b>Governmental activities</b>					
Invested in capital assets, net of related debt	\$ (2,042,578)	\$	\$ (1,219,252)	\$ 179,115	\$ 1,781,760
Restricted	88,879	114,301	149,558	239,847	119,780
Unrestricted	2,268,630	1,640,854	3,711,384	3,838,721	3,060,834
<b>Total governmental activities net assets</b>	<u>\$ 314,931</u>	<u>\$ 1,755,155</u>	<u>\$ 2,641,690</u>	<u>\$ 4,257,683</u>	<u>\$ 4,962,374</u>
<b>Business-type activities</b>					
Invested in capital assets, net of related debt	\$ 1,957,744	\$ 3,666,688	\$ 4,240,204	\$ 4,461,916	\$ 4,066,900
Restricted		292,141	61,648		
Unrestricted	2,094,262	904,990	996,718	146,230	(298,208)
<b>Total business-type activities net assets</b>	<u>\$ 4,052,006</u>	<u>\$ 4,863,819</u>	<u>\$ 5,298,570</u>	<u>\$ 4,608,146</u>	<u>\$ 3,768,692</u>
<b>Primary government</b>					
Invested in capital assets, net of related debt	\$ (84,834)	\$ 3,666,688	\$ 3,020,952	\$ 4,641,031	\$ 5,848,660
Restricted	88,879	406,442	211,206	239,847	119,780
Unrestricted	4,362,892	2,545,844	4,708,102	3,984,951	2,762,626
<b>Total primary government net assets</b>	<u>\$ 4,366,937</u>	<u>\$ 6,618,974</u>	<u>\$ 7,940,260</u>	<u>\$ 8,865,829</u>	<u>\$ 8,731,066</u>
<b>Fiscal Year</b>					
	<u>2009</u>	<u>2010</u>			
<b>Governmental activities</b>					
Invested in capital assets, net of related debt	\$ 2,062,366	\$ 2,204,432			
Restricted	96,090	86,902			
Unrestricted	3,320,736	2,531,305			
<b>Total governmental activities net assets</b>	<u>\$ 5,479,192</u>	<u>\$ 4,822,639</u>			
<b>Business-type activities</b>					
Invested in capital assets, net of related debt	\$ 4,297,968	\$ 3,809,874			
Restricted					
Unrestricted	(1,028,259)	(1,332,901)			
<b>Total business-type activities net assets</b>	<u>\$ 3,269,709</u>	<u>\$ 2,476,973</u>			
<b>Primary government</b>					
Invested in capital assets, net of related debt	\$ 6,360,334	\$ 6,014,306			
Restricted	96,090	86,902			
Unrestricted	2,292,477	1,198,404			
<b>Total primary government net assets</b>	<u>\$ 8,748,901</u>	<u>\$ 7,299,612</u>			

Information prior to fiscal year 2004 is not available.

**TOWN OF LAKE PARK, FLORIDA**  
**Changes in Net Assets**  
**Last Seven Fiscal Years**  
**(Accrual Basis of Accounting) Unaudited**

	Fiscal Year				
	2004	2005	2006	2007	2008
<b>Expenses</b>					
Governmental activities:					
General government	\$ 1,315,158	\$ 1,462,056	\$ 1,704,011	\$ 2,237,149	\$ 2,538,501
Public safety	3,106,822	3,870,758	4,377,568	5,008,257	5,211,776
Physical environment	440,968	462,674	953,466	652,725	361,170
Transportation	531,581	559,433	820,777	573,501	683,463
Culture and recreation	887,990	1,052,857	1,242,254	1,450,650	1,161,870
Economic environment					
Interest on long-term debt	367,469	351,729	334,083	314,933	320,280
<b>Total governmental activities expenses</b>	<u>6,649,988</u>	<u>7,759,507</u>	<u>9,432,159</u>	<u>10,237,215</u>	<u>10,277,060</u>
Business-type activities:					
Marina	118,893	216,922	1,143,506	1,610,274	1,902,634
Sanitation	1,040,062	1,321,437	1,245,151	1,283,851	1,355,926
Stormwater					
<b>Total business-type activities expenses</b>	<u>1,158,955</u>	<u>1,538,359</u>	<u>2,388,657</u>	<u>2,894,125</u>	<u>3,258,560</u>
<b>Total primary government expenses</b>	<u>\$ 7,808,943</u>	<u>\$ 9,297,866</u>	<u>\$ 11,820,816</u>	<u>\$ 13,131,340</u>	<u>\$ 13,535,620</u>
<b>Program revenues</b>					
Governmental activities:					
Charges for services:					
General government	\$ 392,336	\$ 415,029	\$ 504,806	\$ 33,232	\$ 40,726
Public safety	221,502	607,252	451,805	967,365	796,094
Physical environment					
Transportation					
Culture and recreation	44,670	38,817	48,471	49,352	56,775
Operating contributions and grants:					
General government	118,178	200,470	324,969	103,021	15,879
Public safety				7,950	
Physical environment		22,662	10,000		
Transportation	463,685	748,968	810,226		
Culture and recreation	15,764			16,816	16,168
Capital contributions and grants:					
General government	76,697	327,408	226,097		
Public safety				3,435	8,637
Physical environment				40,000	
Transportation				15,709	91,533
Culture and recreation				306,858	225,100
<b>Total governmental activities program revenues</b>	<u>1,332,832</u>	<u>2,360,606</u>	<u>2,392,811</u>	<u>1,543,738</u>	<u>1,250,912</u>
Business-type activities:					
Charges for services:					
Marina	5,296	184,545	1,092,204	1,279,927	1,220,299
Sanitation	1,364,796	1,403,863	1,409,510	1,423,947	1,483,528
Stormwater					
Operating contributions and grants					
Marina	210,807	22,098			
Sanitation		354,529	259,527		
Capital contributions and grants					
Marina		240,193		825	
Stormwater					
<b>Total business-type activities program revenues</b>	<u>1,580,899</u>	<u>2,205,228</u>	<u>2,761,241</u>	<u>2,704,699</u>	<u>2,703,827</u>
<b>Total primary government program revenues</b>	<u>\$ 2,913,731</u>	<u>\$ 4,565,834</u>	<u>\$ 5,154,052</u>	<u>\$ 4,248,437</u>	<u>\$ 3,954,739</u>

Information prior to fiscal year 2004 is not available.

<b>Fiscal Year</b>	
<b>2009</b>	<b>2010</b>
\$ 2,656,309	\$ 2,543,961
5,421,845	5,723,360
319,993	349,637
659,113	600,669
1,242,156	987,778
	32,063
420,671	430,289
<u>10,720,087</u>	<u>10,667,757</u>
1,734,561	2,005,435
1,430,694	1,412,372
208,668	313,994
<u>3,373,923</u>	<u>3,731,801</u>
<u>\$ 14,094,010</u>	<u>\$ 14,399,558</u>
\$ 43,756	\$ 58,700
775,124	768,338
	40,396
58,785	75,384
11,639	15,926
4,295	3,379
22,903	16,180
160,597	43,250
<u>1,077,099</u>	<u>1,021,553</u>
1,017,094	1,166,201
1,401,682	1,510,419
455,587	514,865
110,276	
95,755	4,246
<u>3,080,394</u>	<u>3,195,731</u>
<u>\$ 4,157,493</u>	<u>\$ 4,217,284</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Changes in Net Assets**  
**Last Seven Fiscal Years**  
**(Accrual Basis of Accounting) Unaudited**

	Fiscal Year				
	2004	2005	2006	2007	2008
<b>Net (expense) revenue</b>					
Governmental activities	\$ (5,317,156)	\$ (5,398,901)	\$ (7,039,348)	\$ (8,693,477)	\$ (9,026,148)
Business-type activities	421,944	666,869	372,584	(189,426)	(554,733)
<b>Total primary government net expense</b>	<u>\$ (4,895,212)</u>	<u>\$ (4,732,032)</u>	<u>\$ (6,666,764)</u>	<u>\$ (8,882,903)</u>	<u>\$ (9,580,881)</u>
<b>General revenues and other changes in net assets</b>					
Governmental activities:					
Taxes:					
Property taxes	\$ 3,711,359	\$ 4,251,570	\$ 5,066,005	\$ 6,262,727	\$ 6,156,686
Franchise fees	473,764	518,641	631,811	629,365	630,215
Utility service taxes	618,080	651,733	671,970	668,400	681,568
Local option gas taxes	661,796			260,282	246,643
Communication sales tax	500,277			539,562	505,783
Intergovernmental, unrestricted	39,468	1,266,350	720,919	1,062,715	974,834
Gain on sale of surplus property		17,140	39,629		26
Miscellaneous revenue				24,658	38,971
Investment earnings	64,028	133,691	532,902	306,398	174,117
Transfers	(140,549)		262,647	75,000	321,996
<b>Total governmental activities</b>	<u>5,928,223</u>	<u>6,839,125</u>	<u>7,925,883</u>	<u>9,829,107</u>	<u>9,730,839</u>
Business-type activities					
Investment earnings	42,417	44,694	62,167	78,419	29,038
Gain on sale of equipment		100,250		14,720	
Miscellaneous revenues				7,168	
Transfers	140,549			(75,000)	(321,996)
<b>Total business-type activities</b>	<u>182,966</u>	<u>144,944</u>	<u>62,167</u>	<u>25,307</u>	<u>(292,958)</u>
<b>Total primary government</b>	<u>\$ 6,111,189</u>	<u>\$ 6,984,069</u>	<u>\$ 7,988,050</u>	<u>\$ 9,854,414</u>	<u>\$ 9,437,881</u>
<b>Changes in net assets</b>					
Governmental activities	\$ 611,067	\$ 1,440,224	\$ 886,535	\$ 1,135,630	\$ 704,691
Business-type activities	604,910	811,813	434,751	(164,119)	(847,691)
<b>Total primary government</b>	<u>\$ 1,215,977</u>	<u>\$ 2,252,037</u>	<u>\$ 1,321,286</u>	<u>\$ 971,511</u>	<u>\$ (143,000)</u>

Information prior to fiscal year 2004 is not available.

Fiscal Year	
2009	2010
\$ (9,642,988)	\$ (9,628,204)
<u>(293,529)</u>	<u>(536,070)</u>
<u>\$ (9,936,517)</u>	<u>\$ (10,164,274)</u>

\$ 6,827,668	\$ 5,448,106
603,269	569,868
690,743	771,384
236,037	236,960
539,808	464,184
893,510	1,144,701
	174
102,096	
54,121	54,473
<u>212,554</u>	<u>281,801</u>
<u>10,159,806</u>	<u>8,971,651</u>

7,100	16,780
	8,355
<u>(212,554)</u>	<u>(281,801)</u>
<u>(205,454)</u>	<u>(256,666)</u>
<u>\$ 9,954,352</u>	<u>\$ 8,714,985</u>

\$ 516,818	\$ (656,553)
<u>(498,983)</u>	<u>(792,736)</u>
<u>\$ 17,835</u>	<u>\$ (1,449,289)</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting) Unaudited**

	Fiscal Year				
	2001	2002	2003	2004	2005
<b>General fund</b>					
Reserved	\$ 9,381	\$ 5,778	\$ 8,617	\$ 44,961	\$ 177,971
Unreserved					
Designated					
Undesignated	<u>162,832</u>	<u>844,854</u>	<u>1,590,425</u>	<u>1,879,919</u>	<u>2,672,593</u>
Total general fund	<u>\$ 172,213</u>	<u>\$ 850,632</u>	<u>\$ 1,599,042</u>	<u>\$ 1,924,880</u>	<u>\$ 2,850,564</u>
<b>All other governmental funds</b>					
Reserved	\$	\$	\$	\$	\$
Unreserved					
Designated for capital projects	2,014,209	995,018		88,879	114,301
Designated for subsequent year's budget			37,698		
Undesignated, reported in:					
Debt service fund	29,108				
Special revenue funds		(191,130)	(755)		
Capital projects fund	<u>(187,647)</u>	<u>61,951</u>	<u>(45,208)</u>	<u>(94,042)</u>	<u>135,371</u>
Total all other governmental funds	<u>\$ 1,855,670</u>	<u>\$ 865,839</u>	<u>\$ (8,265)</u>	<u>\$ (5,163)</u>	<u>\$ 249,672</u>

	Fiscal Year				
	2006	2007	2008	2009	2010
<b>General fund</b>					
Reserved	\$ 135,074	\$ 946,499	\$ 1,379,773	\$ 2,209,117	\$ 2,526,148
Unreserved					
Designated		151,963	121,572	28,814	32,424
Undesignated	<u>3,138,613</u>	<u>1,010,346</u>	<u>686,285</u>	<u>1,176,019</u>	<u>510,773</u>
Total general fund	<u>\$ 3,273,687</u>	<u>\$ 2,108,808</u>	<u>\$ 2,187,630</u>	<u>\$ 3,413,950</u>	<u>\$ 3,069,345</u>
<b>All other governmental funds</b>					
Reserved	\$ 149,558	\$ 1,590,692	\$ 2,754,260	\$ 638,293	\$ 241,608
Unreserved					
Designated for capital projects					
Designated for subsequent year's budget					
Undesignated, reported in:					
Debt service fund					
Special revenue funds		849,579	883,122	1,156,193	842,342
Capital projects fund	<u>244,852</u>	<u>164,837</u>	<u>3,930</u>	<u>49,634</u>	<u>42,786</u>
Total all other governmental funds	<u>\$ 394,410</u>	<u>\$ 2,605,108</u>	<u>\$ 3,641,312</u>	<u>\$ 1,844,120</u>	<u>\$ 1,126,736</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting) Unaudited**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
<b>Revenues</b>				
Taxes	\$ 4,362,132	\$ 4,182,729	\$ 4,536,447	\$ 4,803,203
Licenses and permits	365,051	508,963	479,752	412,858
Intergovernmental	1,933,638	2,769,313	2,180,062	1,823,113
Charges for services	394,239	472,350	163,004	176,671
Fines and forfeitures	150,464	62,424	68,319	68,979
Miscellaneous	257,149	202,261	635,643	116,780
<b>Total revenues</b>	<u>7,462,673</u>	<u>8,198,040</u>	<u>8,063,227</u>	<u>7,401,604</u>
<b>Expenditures</b>				
General government	1,163,835	1,152,324	1,343,427	1,291,440
Public safety	3,519,712	3,545,800	2,915,117	3,069,983
Physical environment	275,769	272,708	342,981	355,001
Transportation	363,213	417,061	499,871	512,437
Culture and recreation	779,045	622,652	646,691	699,347
Economic environment				
Capital outlay	1,895,528	1,724,583	1,799,244	282,527
Debt service				
Principal	416,196	464,038	397,570	417,354
Interest	436,122	422,133	390,570	372,129
Other debt service charges				
<b>Total expenditures</b>	<u>8,849,420</u>	<u>8,621,299</u>	<u>8,335,471</u>	<u>7,000,218</u>
Excess of revenues over (under) expenditures	(1,386,747)	(423,259)	(272,244)	401,386
<b>Other financing sources (uses)</b>				
Transfers in	130,099	278,566	160,550	
Transfers out	(70,099)	(214,290)	(81,164)	(140,549)
Proceeds from sale of assets				226,870
Bonds issued				
Loan proceeds				
Capital lease obligations		47,571		61,606
<b>Total other financing sources (uses)</b>	<u>60,000</u>	<u>111,847</u>	<u>79,386</u>	<u>147,927</u>
Net change in fund balances	<u>\$ (1,326,747)</u>	<u>\$ (311,412)</u>	<u>\$ (192,858)</u>	<u>\$ 549,313</u>
Debt service as a percentage of non-capital expenditures	<u>12.26%</u>	<u>12.85%</u>	<u>12.06%</u>	<u>11.75%</u>

	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
\$	5,556,457	\$ 6,369,786	\$ 7,286,723	\$ 7,165,046	\$ 7,825,211	\$ 6,789,358
	786,175	567,044	695,726	579,519	529,487	526,201
	2,415,388	2,356,210	2,323,977	2,681,555	2,198,263	1,938,633
	161,681	239,705	254,759	295,517	293,756	375,283
	100,642	185,234	220,724	174,643	213,105	120,890
	162,248	600,715	421,268	250,799	184,381	302,937
	<u>9,182,591</u>	<u>10,318,694</u>	<u>11,203,177</u>	<u>11,147,079</u>	<u>11,244,203</u>	<u>10,053,302</u>
	1,451,403	1,594,394	1,701,253	3,267,652	2,361,396	2,432,667
	3,814,984	4,302,722	4,992,454	5,206,596	5,413,894	5,484,119
	357,690	835,987	551,320	368,740	287,322	308,366
	550,861	809,325	573,007	626,366	553,392	581,424
	806,050	940,868	1,330,674	1,039,190	1,087,407	858,955
						32,063
	116,093	1,008,895	1,126,772	2,699,269	2,369,922	490,174
	448,808	472,830	510,523	538,385	746,625	765,541
	356,611	339,199	320,294	308,481	397,670	442,783
				17,488	19,450	
	<u>7,902,500</u>	<u>10,304,220</u>	<u>11,106,297</u>	<u>14,072,167</u>	<u>13,237,078</u>	<u>11,396,092</u>
	1,280,091	14,474	96,880	(2,925,088)	(1,992,875)	(1,342,790)
		46,107	867,005	3,868,013	1,392,713	1,248,816
		(46,107)	(792,005)	(3,546,017)	(1,180,159)	(967,015)
	243,905	256,897	5,742	630		
				3,717,488	1,209,449	
	<u>84,453</u>	<u>103,185</u>				
	<u>328,358</u>	<u>360,082</u>	<u>80,742</u>	<u>4,040,114</u>	<u>1,422,003</u>	<u>281,801</u>
\$	<u>1,608,449</u>	<u>\$ 374,556</u>	<u>\$ 177,622</u>	<u>\$ 1,115,026</u>	<u>\$ (570,872)</u>	<u>\$ (1,060,989)</u>
	<u>10.34%</u>	<u>8.74%</u>	<u>8.33%</u>	<u>7.46%</u>	<u>10.55%</u>	<u>11.08%</u>

**TOWN OF LAKE PARK, FLORIDA**  
**Governmental Funds Tax Revenues by Source**  
**Last Seven Fiscal Years**  
**(Accrual Basis of Accounting) Unaudited**

<b>Fiscal Year</b>	<b>Property Taxes</b>	<b>Franchise Fees</b>	<b>Utility Service Taxes</b>	<b>Communication Services Taxes</b>	<b>Sales Tax</b>	<b>Totals</b>
<b>2004</b>	\$ 3,711,359	\$ 473,764	\$ 618,080	\$ 500,277	\$ 661,796	\$ 5,965,276
<b>2005</b>	4,251,570	518,641	655,214	530,407	679,722	6,635,554
<b>2006</b>	5,066,005	631,811	673,848	532,902	720,919	7,625,485
<b>2007</b>	6,262,727	629,365	668,400	539,562	675,208	8,775,262
<b>2008</b>	6,156,686	630,215	681,568	505,783	632,680	8,606,932
<b>2009</b>	6,827,668	613,269	690,713	539,808	558,085	9,229,543
<b>2010</b>	5,698,210	569,868	771,384	464,184	559,351	8,062,997

Information prior to fiscal year 2004 is not available.

**TOWN OF LAKE PARK, FLORIDA**  
**General Governmental Revenue by Source**  
**Last Ten Fiscal Years**  
*(Modified Accrual Basis of Accounting) Unaudited*

<b>Fiscal Year</b>	<b>Taxes</b>	<b>Licenses and Permits</b>	<b>Inter- governmental</b>	<b>Charges for Services</b>
2001	\$ 3,594,025	\$ 365,051	\$ 1,172,447	\$ 394,239
2002	3,418,867	508,963	1,843,363	472,350
2003	3,580,692	479,752	1,360,445	163,004
2004	3,954,690	412,858	1,402,673	176,671
2005	4,637,685	786,175	1,538,637	161,681
2006	5,861,265	566,508	843,445	239,705
2007	7,286,723	695,726	2,323,977	254,759
2008	7,165,046	579,519	2,681,555	295,517
2009	7,825,211	529,487	2,198,263	293,756
2010	6,030,552	526,201	1,299,144	352,993

<b>Fiscal Year</b>	<b>Fines and Forfeitures</b>	<b>Miscellaneous</b>	<b>Other Financing Sources</b>	<b>Total</b>	<b>Annual Percentage Increase (Decrease)</b>
2001	\$ 150,464	\$ 125,894	\$ 60,000	\$ 5,862,120	(4.6) %
2002	62,424	188,848	324,980	6,819,795	16.3 %
2003	68,319	377,760	160,550	6,190,522	(9.2) %
2004	68,979	88,775		6,104,373	(1.4) %
2005	100,642	142,127		7,366,947	20.7 %
2006	182,788	696,141		8,389,852	13.9 %
2007	220,724	421,268		11,203,177	33.5 %
2008	174,643	250,799	3,717,488	14,864,567	32.7 %
2009	213,105	184,381	1,209,449	12,453,652	(16.2) %
2010	120,890	294,946	665,080	9,289,806	(25.4) %

**TOWN OF LAKE PARK, FLORIDA**  
*Assessed Value of Taxable Property*  
*Last Ten Fiscal Years*  
*Unaudited*

Tax Year	Real Property		Personal Property	Centrally Assessed Property	Assessed Value for Operations	Total Direct Tax Rate	Total Taxable Value (1)
	Residential	Commerical					
2001	\$ 145,630,576	\$ 123,636,530	\$ 30,157,262	\$ 730,032	\$ 300,154,400	10.9914	\$ 300,154,400
2002	160,685,977	129,724,663	33,497,336	732,819	324,640,795	10.9914	324,640,795
2003	175,705,535	139,504,494	36,001,397	859,592	352,071,018	10.8500	352,071,018
2004	213,547,796	175,020,828	38,469,559	897,274	427,935,457	10.2500	427,935,457
2005	275,026,756	197,918,997	38,469,559	897,274	512,312,586	10.1000	512,312,586
2006	343,048,900	277,146,764	43,072,903	899,238	664,167,805	9.3000	664,167,805
2007	362,447,556	319,364,915	50,439,255	1,038,292	733,290,018	8.5850	733,290,018
2008	317,287,667	324,380,752	43,278,568	2,033,244	686,980,231	9.6663	686,980,231
2009	223,053,149	310,344,797	44,930,557	1,338,599	579,667,102	9.9163	579,667,102
2010	177,057,371	251,733,749	43,531,640	1,200,814	473,523,574	10.2163	473,523,574

(1) Florida state law requires all property to be assessed at current fair market value. Accordingly, the estimated actual value is equal to the Total Assessed Value.

Source: Palm Beach County Property Appraiser

**TOWN OF LAKE PARK, FLORIDA**  
*Direct and Overlapping Property Tax Rates*  
*Last Ten Fiscal Years*  
*Rate per \$1,000 of Assessed Value*  
*Unaudited*

<b>Fiscal Year</b>	<b>Town of Lake Park Property Tax Rates</b>			<b>Overlapping Property Tax Rates - (1)</b>		
	<b>Operating Millage</b>	<b>General Obligation Debt Service</b>	<b>Total Town Millage</b>	<b>Operating Millage</b>	<b>General Obligation Debt Service</b>	<b>Total County Millage</b>
<b>2001</b>	8.3914	2.7700	11.1614	4.6000	0.3362	4.9362
<b>2002</b>	8.3914	2.6000	10.9914	4.5500	0.3851	4.9351
<b>2003</b>	8.3500	3.0358	11.3858	4.5000	0.3084	4.8084
<b>2004</b>	8.3500	2.5000	10.8500	4.5000	0.2910	4.7910
<b>2005</b>	8.3500	1.9000	10.2500	4.5000	0.2677	4.7677
<b>2006</b>	8.2000	1.9000	10.1000	4.4500	0.2700	4.7200
<b>2007</b>	8.0000	1.3000	9.3000	4.2800	0.1975	4.4775
<b>2008</b>	7.6350	0.9500	8.5850	3.7811	0.2002	3.9813
<b>2009</b>	8.5163	1.1500	9.6663	3.7811	0.1845	3.9656
<b>2010</b>	8.5163	1.7000	10.2163	4.3440	0.2174	4.5614

Note: All millage rates are based on \$1 for every \$1000 of assessed value

Source: Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

(1) Overlapping rates are those of local and county governments that apply to property owners within the Town of Lake Park. Not all overlapping rates apply to all Town property owners (i.e. The rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district.)

**Overlapping Property Tax Rates - (1)**

<b>Palm Beach County School District</b>			<b>Palm Beach</b>	
<b>Operating Millage</b>	<b>General Obligation Debt Service</b>	<b>Total School Millage</b>	<b>County Special Districts</b>	<b>Total</b>
8.587	0.456	9.043	2.1856	27.3356
8.487	0.431	8.918	2.2630	27.2786
8.547	0.401	8.948	2.4558	27.3303
8.427	0.352	8.779	2.4883	27.4615
8.251	0.320	8.571	2.5557	26.7677
8.158	0.274	8.432	2.5257	25.9754
7.880	0.220	8.100	2.5085	25.4285
7.712	0.160	7.872	2.3254	23.9749
7.356	-	7.356	2.1308	22.0531
7.251	-	7.251	2.2569	23.1398
7.983	-	7.983	2.4934	25.2541

**TOWN OF LAKE PARK, FLORIDA**  
**Principal Property Taxpayers**  
**Current Year and Nine Years Ago**  
**Unaudited**

	<b>2010</b>			
	<b>Taxable Assessed Valuation</b>	<b>Taxes</b>	<b>Rank</b>	<b>Percentage of Total Taxes Levied</b>
Lake Park Owner LLC	\$ 18,204,896	\$ 155,038	1	2.69%
Wal Mart Stores East LP	14,711,613	125,289	2	2.18%
Congress Ave Properties LTD	13,742,029	117,031	3	2.03%
SC Lake Park Associates LLLP	11,442,526	97,478	4	1.69%
Lake Park Square Joint Venture	11,000,012	93,679	5	1.63%
Mullinax Ford of PBC, LLC	8,907,793	75,861	6	1.32%
Trust Lake Park LTD	8,500,000	72,359	7	1.26%
Northlake Square East LLC	7,159,545	60,973	8	1.06%
Earl Stewart LLC	7,056,135	60,092	9	1.04%
Twin Cities Investors Inc	6,823,514	58,111	10	1.01%
Totals	\$ 107,548,063	\$ 915,911		15.91%

Source: Palm Beach County Property Appraiser.

	<b>2001</b>			
	<b>Taxable Assessed Valuation</b>	<b>Taxes</b>	<b>Rank</b>	<b>Percentage of Total Taxes Levied</b>
WHCB Real Estate	\$ 10,600,000	\$ 318,931	1	9.86%
Phillip D. Lewis	8,400,000	257,998	2	7.97%
Nicholas B. Smith	7,289,135	207,507	3	6.41%
New Plan Realty Trust	6,623,500	211,046	4	6.52%
Twin Cities Investors Inc	5,826,528	115,269	5	3.56%
Stuart Enterprise Inc.	5,373,812	100,938	6	3.12%
Crescent Properties	3,164,000	96,453	7	2.98%
Opabola Kasali O	2,839,131	70,122	8	2.17%
All State Association of WP LLC	2,446,000	67,329	9	2.08%
Fred Keller Trustee	1,836,977	60,621	10	1.87%
Totals	\$ 54,399,083	\$ 1,506,214		46.54%

Source: Palm Beach County Property Appraiser.

Note: Assessed values are established by the Palm Beach County Property Appraiser's office as of January 1st of each year.

**TOWN OF LAKE PARK, FLORIDA**  
*Property Tax Levies and Collections*  
*Last Ten Fiscal Years*  
*Unaudited*

<b>Fiscal Year</b>	<b>Total Tax Levy</b>	<b>Amount of Current Taxes Collected (1)</b>	<b>Percent of Current Taxes Collected (1)</b>	<b>Amount of Delinquent Taxes Collected</b>
2001	\$ 3,235,477	\$ 3,073,411	95.0 %	\$ 32,712
2002	3,369,838	3,196,069	94.8 %	16,426
2003	3,625,081	3,517,408	97.0 %	19,212
2004	3,855,029	3,682,547	95.5 %	28,812
2005	4,407,224	4,119,485	93.5 %	132,085
2006	5,082,715	4,885,172	96.1 %	13,804
2007	6,209,531	5,989,731	96.5 %	18,140
2008	6,316,263	5,867,407	92.9 %	10,883
2009	6,649,031	6,281,877	94.5 %	19,880
2010	5,754,637	5,391,827	93.7 %	12,057

<b>Fiscal Year</b>	<b>Total Collected for the Year</b>	<b>Ratio of Total Taxes Collected to Current Levy</b>	<b>Accumulated Delinquent Taxes</b>	<b>Ratio of Delinquent Taxes to Current Levy</b>
2001	\$ 3,106,123	96.0 %	\$ 110,002	3.4 %
2002	3,212,495	95.3 %	134,200	4.0 %
2003	3,536,620	97.6 %	158,510	4.4 %
2004	3,711,359	96.3 %	144,146	3.7 %
2005	4,251,570	96.5 %	144,146	3.3 %
2006	4,898,976	96.4 %	145,225	2.9 %
2007	6,007,871	96.8 %	145,225	2.3 %
2008	5,878,290	93.1 %	145,225	2.3 %
2009	6,301,757	94.8 %	145,225	2.2 %
2010	5,403,884	93.9 %	0	0 %

(1) Includes discount taken for early payment of property taxes.

Source: Palm Beach County Property Appraiser

**TOWN OF LAKE PARK, FLORIDA**  
*Ratios of Outstanding Debt by Type*  
*Last Ten Fiscal Years*  
*Unaudited*

<u>Governmental Activities</u>						
<u>Fiscal Year</u>	<u>General Obligation Bonds</u>	<u>Capital Lease Obligations</u>	<u>Loans Payable</u>	<u>Total Governmental Activities</u>	<u>Percentage of Taxable Value of Property</u>	<u>Per Capita(2)</u>
<b>2001</b>	\$ 8,754,434	\$ 129,803	\$	\$ 8,884,237	2.67%	\$ 1,019.07
<b>2002</b>	8,393,364	58,285		8,451,649	2.78%	969.78
<b>2003</b>	8,015,113	22,609		8,037,722	1.90%	918.70
<b>2004</b>	7,618,861	63,113		7,681,974	1.47%	843.71
<b>2005</b>	7,203,749	113,870		7,317,619	1.40%	802.99
<b>2006</b>	6,768,877	179,097		6,947,974	1.08%	762.42
<b>2007</b>	6,313,300	124,150		6,437,450	0.88%	706.40
<b>2008</b>	5,836,031	63,034	3,717,488	9,616,553	1.40%	1032.48
<b>2009</b>	5,329,323	28,702	4,721,352	10,079,377	1.74%	1154.30
<b>2010</b>	4,804,644	9,767	4,498,425	9,312,836	1.97%	1066.52

Note: Details about the Town's outstanding debt can be found in the notes to the financial statements.

(1) The Town does not have a legal debt margin

<b>Business-type Activities</b>				<b>Primary Government</b>			
<b>Marina Revenue Bonds</b>	<b>Loans Payable</b>	<b>Capital Lease Obligations</b>	<b>Total Business-type Activities</b>	<b>Total Primary Government</b>	<b>Population</b>	<b>Percent Of Average Household Income</b>	<b>Per Capita (2)</b>
\$	\$ 1,435,830	\$	\$ 1,435,830	\$ 10,320,067	\$ 8,718	\$ 2.82%	\$ 1,183.77
	896,569		896,569	9,348,218	8,715	2.52%	1,072.66
4,810,000			4,810,000	12,847,722	8,749	3.36%	1,468.48
4,810,000		153,175	4,963,175	12,645,149	9,105	2.87%	1,388.81
4,725,000		355,961	5,080,961	12,398,580	9,113	3.08%	1,360.54
4,640,000		287,367	4,927,367	11,875,341	9,113	2.92%	1,303.12
4,550,000		191,521	4,741,521	11,178,971	9,113	3.00%	1,226.71
4,460,000	1,520,412	91,793	6,072,205	15,688,758	9,314	3.79%	1,684.43
4,365,000	1,646,951	7,060	6,019,011	16,098,388	8,732	4.06%	1,843.61
4,270,000	1,482,147	2,403	5,754,550	15,067,386	8,732	3.66%	1,725.54

**TOWN OF LAKE PARK, FLORIDA**  
*Direct and Overlapping Governmental Activities Debt*  
*As of September 30, 2010*  
*Unaudited*

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated (1) Percentage Applicable to Town of Lake Park</u>	<u>Estimated (1) Share of Direct and Overlapping Debt</u>
<b>Overlapping debt:</b>			
<b>Direct debt - Town of Lake Park</b>			
General obligation bonds	\$ 4,804,644	100%	\$ 4,804,644
Obligations under capital lease	9,769	100%	9,769
<b>Other debt</b>			
Palm Beach County	250,470,000	0.684%	1,713,214
Palm Beach County School Board	29,555,000	0.684%	<u>202,156</u>
<b>Total direct and overlapping debt</b>			6,729,783
Estimated town population			<u>8,732</u>
Total per capita			<u><u>\$ 770.70</u></u>

(1) Estimates based on ratio of assessed taxable values.

Source: Finance Department, Town of Lake Park, Florida  
Palm Beach County Property Appraiser  
School Board of Palm Beach County

**TOWN OF LAKE PARK, FLORIDA**  
***Pledged-Revenue Coverage***  
***Last Ten Fiscal Years***  
***Unaudited***

<b>Marina Revenue Bonds</b>					
<b>Fiscal Year</b>	<b>Gross Revenue</b>	<b>Operating Expense (1)</b>	<b>Net Revenue Available for Debt Service</b>	<b>Debt Service (2)</b>	<b>Coverage</b>
<b>2001</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	N/A
<b>2002</b>	N/A	N/A	N/A	N/A	N/A
<b>2003</b>	N/A	N/A	N/A	N/A	N/A
<b>2004</b>	247,172	81,465	165,707	231,625	0.72
<b>2005</b>	234,161	192,934	41,227	316,625	0.13
<b>2006</b>	1,098,735	812,296	286,439	314,925	0.91
<b>2007</b>	1,285,288	1,075,249	210,039	316,525	0.66
<b>2008</b>	1,222,835	1,240,785	(17,950)	313,600	(0.06)
<b>2009</b>	1,018,448	1,029,912	(11,464)	315,900	(0.04)
<b>2010</b>	1,184,628	1,271,621	(86,993)	313,050	(0.28)

(1) Expense is exclusive of depreciation.

(2) Includes principal and interest of revenue bonds only.

**TOWN OF LAKE PARK, FLORIDA**  
*Demographic and Economic Statistics*  
*Last Ten Fiscal Years*  
*Unaudited*

<b>Fiscal Year</b>	<b>Population (1)(2)</b>	<b>Per Capita Personal Income (2)</b>	<b>Average Household Income (2)</b>	<b>Median Age (2)</b>	<b>Education Level in Years of Formal Schooling</b>	<b>School Enrollment (3)</b>	<b>Unemployment Rate (2)</b>
2001	8,718	N/A	41,907		N/A	515	5.5%
2002	8,715	N/A	42,430		N/A	515	5.5%
2003	8,749	N/A	43,626		N/A	516	6.3%
2004	9,105	N/A	48,380		N/A	482	5.7%
2005	9,113	N/A	44,050	-	N/A	430	4.2%
2006	9,113	N/A	44,518	-	N/A	386	3.7%
2007	9,113	16,485	40,864	35	N/A	420	4.0%
2008	9,314	16,485	44,397	35	N/A	392	6.4%
2009	7,898	19,939	45,458	36	N/A	344	11.7%
2010	8,783	20,185	47,108	36	N/A	374	11.7%

**Data Sources:**

- (1) The population for 1997 through 2000 and 2003 through 2006 was obtained from the University of Florida, Bureau of Economic Business Administration. The population for 2001 and 2002 was obtained from the 2000 U.S. Census Bureau count.
- (2) Business Development Board of Palm Beach County. Data is for the Town of Lake Park
- (3) Lake Park Elementary

**TOWN OF LAKE PARK, FLORIDA**  
*Principal Employers*  
*Current Year and Nine Years Ago*  
*Unaudited*

	2010			2001		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total Town Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total Town Employment</u>
<b>Employer</b>						
Palm Beach County School District	21,718	1	N/A	18,000	1	N/A
Palm Beach County	11,381	2	N/A	9,000	2	N/A
Tenet Healthcare Corp.	5,127	3	N/A	N/A	N/A	N/A
Hospital Corporation of America	4,150	4	N/A	2,300	7	N/A
Florida Power & Light (Headquarters)	3,658	5	N/A	2,300	8	N/A
Wackenhut	3,000	6	N/A	N/A	N/A	N/A
Florida Atlantic University	2,776	7	N/A	1,500	9	N/A
Bethesda Memorial Hospital	2,300	8	N/A	N/A	N/A	N/A
Veterans Health Administration	2,205	9	N/A	1,500	N/A	N/A
Boca Raton Community Hospital	2,200	10	N/A	1,850	10	N/A
<b>Totals</b>	<u>58,515</u>		<u>N/A</u>	<u>N/A</u>		<u>N/A</u>

Source: Business Development Board of Palm Beach County. Data is for the West Palm Beach to Boca Raton metropolitan area.

N/A: Not available.

**TOWN OF LAKE PARK, FLORIDA**  
*Full-Time Equivalent Town Employees by Function/Program*  
*Last Ten Fiscal Years*  
*Unaudited*

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>General government</b>										
Town Manager	3	3	3	3	3	3	3	3	3	3
Personnel	1	1	2	2	2	2	2	1	2	1
Town Clerk	2	2	2	2	2	2	2	2	2	2
Finance	5	5	5	5	5	5	5	4	4	4
Information technology	-	-	-	-	-	1	1	1	1	1
<b>Public Safety</b>										
Police	37	-	-	-	-	-	-	-	-	-
Fire	12	12	-	-	-	-	-	-	-	-
Community development	5	4	4	4	5	5	7	8	7	5
<b>Physical Environment</b>										
Public works	7	6	6	5	7	8	9	11	11	7
Vehicle maintenance	3	2	2	2	2	2	2	2	2	1
<b>Transportation</b>										
Transportation	-	-	3	3	3	3	3	2	2	2
<b>Culture and Recreation</b>										
Library	5	5	5	5	3	3	6	6	1	2
Park maintenance	6	6	6	6	6	6	8	8	6	5
Recreation	2	2	2	2	2	2	2	3	1	1
<b>Marina</b>	5	5	-	1	5	5	5	5	3	3
<b>Sanitation</b>	9	9	8	8	8	8	10	8	10	11
<b>Total</b>	<u>102</u>	<u>62</u>	<u>48</u>	<u>48</u>	<u>53</u>	<u>55</u>	<u>65</u>	<u>64</u>	<u>55</u>	<u>48</u>

**TOWN OF LAKE PARK, FLORIDA**  
*Operating Indicators by Function/Program*  
*Last Nine Fiscal Years*  
*Unaudited*

Function	2002	2003	2004	2005	2006	2007	2008	2009	2010
<b>Public Safety</b>									
<b>Community development</b>									
Code violations	737	865	960	1,571	1,534	1,612	1,722	1,026	638
Building permits issued	898	1,261	861	1,784	1,140	841	841	651	590
Value of permits (in thousands)	33,860	24,600	16,796	37,679	20,121	24,835	189,451	5,860,000	6,598,222
<b>Transportation</b>									
Street resurfacing (miles)	NA	NA	NA	NA	3	-	1	0	-
Pot holes repaired	NA	NA	NA	NA	70	215	160	160	232
<b>Culture and Recreation</b>									
<b>Library</b>									
Circulation	29,251	30,791	28,788	24,972	23,021	26,789	23,296	23,316	23,316
Programs offered	164	195	190	467	430	434	468	434	434
<b>Park maintenance</b>									
Acres of parks	69	69	69	69	69	69	69	69	69
<b>Recreation</b>									
Recreation programs offered	6	9	8	10	12	18	15	9	7
Recreation program attendance	174	307	289	304	394	431	419	305	315
Youth athletic participants	-	20	15	185	210	263	241	125	150
<b>Marina</b>									
Available slips	224	(1)	(1)	103	103	103	103	103	103
<b>Sanitation</b>									
Residential customers	316	363	377	369	357	3,698	3,698	3,596	3,645
Commercial customers	300	300	300	300	300	367	275	272	264
Refuse collected (tons)	10,904	44,257	11,610	12,685	11,381	9,222	9,260	9,178	9,293
Recyclables collected (tons)	371	310	248	283	282	573	655	645	627

Sources: Town departments

Note: Data is not available for fiscal years prior to 2002

N/A: Not available.

(1) Marina was under construction and closed during these years.

**TOWN OF LAKE PARK, FLORIDA**  
*Capital Asset Statistics by Function/Program*  
*Last Nine Fiscal Years*  
*Unaudited*

Function/Program	2002	2003	2004	2005	2006	2007	2008	2009	2010
<b>Public Safety (contracted to Palm Beach County)</b>									
Police Station - County	1	1	1	1	1	1	1	1	1
Fire Station - County	1	1	1	1	1	1	1	1	1
<b>Transportation</b>									
Roads & Streets									
Street Lights	300	300	300	331	331	331	340	340	340
Lane Miles	64	64	64	64	64	64	64	64	64
<b>Culture and Recreation</b>									
Marina									
Wet Slips	224	0	0	103	103	103	103	103	103
Library									
Books	25,521	26,430	28,048	29,582	30,413	28,257	33,233	33,710	33,710
<b>Leisure Services</b>									
Ballfields - lighted	2	2	2	2	2	2	2	2	2
Basketball courts	1	1	1	1	1	2	2	2	2
Soccer fields	1	1	1	1	1	1	1	1	1
Tennis courts	2	2	2	2	2	6	6	6	6
Parks	5	5	5	5	5	5	6	6	6
<b>Sanitation</b>									
Garbage Trucks	8	8	8	8	8	10	14	13	13
<b>Water /Sewer</b>									
(Provided by Seacoast Utility)									

Source: Town Departments, Town of Lake Park, Florida

## OTHER REPORTS



# NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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215 FIFTH STREET, SUITE 200  
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WEST PALM BEACH, FLORIDA 33402-0347  
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EDWARD T. HOLT, JR., CPA

## REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

BELLE GLADE OFFICE  
333 S.E. 2nd STREET  
POST OFFICE BOX 338  
BELLE GLADE, FLORIDA 33430-0338  
TELEPHONE (561) 888-5612  
FAX (561) 888-8248

The Honorable Mayor and Members of the Town Commission  
Town of Lake Park, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Lake Park, Florida, as of and for the year ended September 30, 2010, which collectively comprise the Town of Lake Park, Florida's basic financial statements and have issued our report thereon dated May 10, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

### Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Town of Lake Park, Florida's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Lake Park, Florida's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Town of Lake Park, Florida's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified one deficiency in internal control over financial reporting described below that we consider to be a significant deficiency in internal control over financial reporting. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

#### *2001-1: Written Policies and Procedures*

While the Town has made improvements in strengthening the internal control system and in communicating to the employees their responsibilities in the system, there has been no formal documentation or codification of the current policies and procedures. Written procedures, instructions, and assignments of duties will prevent or reduce misunderstandings, errors, inefficiencies, duplicated or omitted procedures, and other situations that can result in inaccurate or untimely accounting records. A well-devised accounting manual can also help to ensure that all similar transactions are treated consistently, that accounting principles used are proper, and that records are produced in the form desired by management. A good accounting manual should aid in the training of new employees. Although developing the manual will take some time and effort, we believe this time will be more than offset by time saved later in training and supervising accounting personnel. Also, in the process of the comprehensive review of existing accounting procedures for the purpose of developing the manual, management might discover procedures that can be eliminated or improved to make the system more efficient and effective.

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Lake Park, Florida's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we have reported to management of the Town of Lake Park, Florida in the attached management letter dated May 10, 2011.

The Town of Lake Park, Florida's response to the findings identified in our audit is described in the attached letter dated June 1, 2011. We did not audit Town of Lake Park, Florida's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, Town Commission, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Nowlen, Holt & Mimer, P.A.*

May 10, 2011  
West Palm Beach, Florida



# NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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215 FIFTH STREET, SUITE 200  
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## MANAGEMENT LETTER

The Honorable Mayor and Members of the Town Commission  
Town of Lake Park, Florida

BELLE GLADE OFFICE  
333 S.E. 2nd STREET  
POST OFFICE BOX 334  
BELLE GLADE, FLORIDA 33430-0334  
TELEPHONE (561) 898-5612  
FAX (561) 898-8244

We have audited the basic financial statements of the Town of Lake Park, Florida, as of and for the year ended September 30, 2010, and have issued our report thereon dated May 10, 2011.

We conducted our audit in accordance with U.S. generally accepted auditing standards, and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, which is dated May 10, 2011, should be considered in assessing the results of our audit.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's report.

### PRIOR YEAR COMMENTS

The Rules of the Auditor General require that we address in the management letter, if not already addressed in the auditor's report on compliance and internal controls or schedule of findings and questioned costs, whether or not recommendations made in the preceding annual financial audit report have been followed.

As noted in the report on internal control over financial reporting and on compliance and other matters, Item 2001-1, *Written Policies and Procedures*, is a prior year comment that continues to apply. One other prior year comment as noted below continues to apply.

*2007-6: Accounting for contractual and legal obligations to pay*

At September 30, 2010, the General Fund owed the Community Redevelopment Agency (CRA) Fund \$1,091,081 for unpaid incremental tax revenue dating back to fiscal year 2000. Starting in the 2008 fiscal year the Town has paid the current year's incremental tax revenue, as well as payments totaling \$1,000,000 towards the past due balance. The penalties and interest for the outstanding balance will continue to accrue until all obligations are met. We recommend that the Town continue to make provisions to repay the amount owed in a timely manner to diminish the additional expense of penalties and interest.

CURRENT YEAR COMMENTS

*2010-1 Pension Contributions*

The Retired Police Officers' Pension Board did not have an actuarial report prepared as of October 1, 2007 or 2008. This report would have contained the contribution requirements for the plan years ended September 30, 2008 and 2009. A report was completed as of October 1, 2009, subsequent to September 30, 2010. The required contributions for the 2008, 2009, and 2010 fiscal years are recorded as a long term liability of the Town and an accounts receivable of the pension trust fund. We recommend that actuarial valuations be timely completed so that the appropriate pension contributions may be made.

*Investment of Public Funds*

Rules of the Auditor General, requires our audit to include a review of the Town's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds. The results of our procedures did not disclose any instances of noncompliance with Section 218.415, Florida Statutes, by the Town of Lake Park, Florida for the year ended September 30, 2010.

*Violations of Contracts and Grant Provisions or Abuse*

Rules of the Auditor General, require that we address violations of provisions of contracts or grant agreements, or abuse that that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit for the fiscal year ended September 30, 2010, we did not have any such findings.

*Matters Inconsequential to the Financial Statements*

Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential to the financial statements, considering both quantitative and qualitative factors: (1) violations provisions of contracts or grant agreements, fraud, illegal acts, or abuse; and (2) deficiencies in

internal control that are not significant deficiencies. In connection with our audit for the fiscal year ended September 30, 2010, we did not have any such findings.

#### Oversight Unit and Component Units

The Town of Lake Park, Florida, is a municipal corporation incorporated in 1923 pursuant to by the Laws of Florida, Chapter 61-2375. Based upon the application of criteria defined in publications cited in Chapter 10.553, Rules of the Auditor General, the Town has determined that there are no component units related to the Town.

#### Consideration of Financial Emergency Criteria

Rules of the Auditor General, requires a statement be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, the results of our procedures did not disclose that the Town of Lake Park, Florida has met any of the conditions described in Section 218.503(1) during the fiscal year ended September 30, 2010.

#### Financial Condition Assessment Procedures

Rules of the Auditor General, require that we apply financial condition assessment procedures. In connection with our audit, we applied financial condition assessment procedures. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provide by management. The results of our procedures did not disclose any matters that are required to be reported.

#### Annual Financial Report

Rules of the Auditor General requires that we determine whether the annual financial report for the Town of Lake Park, Florida for the fiscal year ended September 30, 2009, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2010. In connection with our audit, we noted that the two reports were in substantial agreement.

#### Excess of Expenditures Over Appropriations

There were no departments that had expenditures in excess of appropriations.

The Town of Lake Park, Florida's response to the findings identified in our audit is described in the attached letter dated June 1, 2011. We did not audit Town of Lake Park, Florida's response and, accordingly, we express no opinion on it.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of management, the Town Commission, federal and state awarding agencies and pass-through entities, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

*Nowlen Holt + Mimer, P.A.*

May 10, 2011  
West Palm Beach, Florida



Finance  
Department

June 1, 2011

The Honorable Mayor, Vice-Mayor,  
Town Commissioners and Town Manager

RE: Response to the Report on Internal Control and the Management Letter required by the Rules of the Auditor General for the State of Florida for the Fiscal Year ended September 30, 2010.

I have received a copy of the Report on Internal Control and the Management Letter and offer the following responses:

## **REPORT ON INTERNAL CONTROL**

### **Internal Control over Financial Reporting**

#### **2001-1: Written Policies and Procedures**

The entire re-write of the Handbook of Procedures for Employees (Employee Handbook) required hundreds of staff hours to complete over the course of two fiscal years. Many new policies were established and old ones were updated. Payroll procedures were standardized among departments and leave policies were implemented. Written procedures for many other functions of the Finance Department have been partially drafted. Due to the extensive nature of this undertaking and the limited staff within the Finance Department, the Town will consider appropriating funds to engage an outside consultant to assist with the development of a formal accounting policies and procedures manual. This will be a significant undertaking and due to budget constraints will probably not be completed during the current fiscal year.

## **MANAGEMENT LETTER**

### **PRIOR YEAR COMMENTS**

#### **2007-6: Accounting for contractual and legal obligations to pay**

Current year obligations have been paid timely in accordance with statutory requirements. As noted, the Town has begun to pay the delinquents amounts due the CRA and will continue to do so annually until paid in full.

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Phone: (561) 881-3350  
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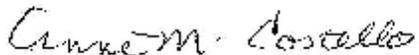
## **CURRENT YEAR COMMENTS**

### **2010-1 Pension Contributions**

Chapter 112, Florida Statutes require that an actuarial valuation be completed at least every three years. A report as of October 1, 2009 was completed and presented to the Board in April 2011. The required contributions for the years 2008-2010 have been determined and a letter has been sent to the State with the Town's recommendation for funding these contributions in a timely, fiscally responsible manner. The Plan is in compliance with the statute, however due to market volatility in recent years, the Board has directed that an actuarial valuation be done each year so that the required contributions can be determined annually and budgeted for in a responsible manner. The actuary is currently working on the valuation as of October 1, 2010 and should be complete by July 2011. The required contribution identified from this valuation will be made this fiscal year.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Anne M. Costello  
Finance Director

# Reports

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: August 3, 2011**

**Agenda Item No. Tab 4**

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

**SUBJECT: Legislative Report by Intergovernmental Consultant Fausto Gomez**

**RECOMMENDED MOTION/ACTION: N/A**

Approved by Town Manager U. Davis Date: 7/28/11

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b>  Town Manager	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Cover Letter and Report
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <u>n/a</u>  Please initial one.

**Summary Explanation/Background: Intergovernmental Consultant, Fausto Gomez, will present the "End of Session Legislative Report".**

2350 Coral Way, Suite 301  
Miami, Florida 33145  
(305) 860-0780 (Telephone)  
(305) 905-9801 (Mobile)

200 West College Avenue, Suite 204  
Tallahassee, Florida 32301  
(850) 222-9911 (Telephone)

[fgomez@gomezbarker.com](mailto:fgomez@gomezbarker.com)

**Gomez Barker  
Associates, Inc.**

# Memorandum

**To:** Hon. James DuBois, Mayor  
Hon. Kendall R. Rumsey, Vice Mayor  
Hon. Steve Hockman, Commissioner  
Hon. Jeanine Longtin, Commissioner  
Hon. Tim Stevens, Commissioner

**From:** Fausto B. Gomez

**CC:** Maria Davis, Manager

**Date:** July 28, 2011

**Re:** End-of-Session Legislative Report

---

Attached is a summary of both fiscal and policy items that are most impactful on the Town of Lake Park. This constitutes our End-of-Session legislative report and I look forward to presenting it at the Commission Meeting on August 3rd. We are pleased that the majority of the items on the Town's Legislative Agenda were successfully accomplished.

My staff and I are grateful for your allowing us to represent Lake Park and we particularly want to thank the late Mayor Desca DuBois and Commissioner Hockman who along with the Town Manager joined us in Tallahassee this year. Many of the successes we achieved would not have been possible if not for their forceful advocacy and the support of the Vice Mayor and other Commissioners.

As always, please do not hesitate to contact me if you have any questions or desire additional information.

# FISCAL

## *POSITIVE OUTCOMES:*

- **PENSION REFORM (PUBLIC SAFETY CONTRACTED SERVICES)**

Lake Park contracts for its public safety services with Palm Beach County and the police officers and firefighters of those departments participate in the Florida Retirement System (FRS). On May 26<sup>th</sup>, Governor Rick Scott signed the legislatively enacted SB2100, which imposes significant reforms to it. The most telling of these being that employees must now contribute 3% of their pre-tax dollars into their retirement accounts. This presents a savings to the employing organizations and an opportunity for Lake Park to renegotiate its contracts to reflect this lower operational cost. Following is a summary of the changes:

### *Contributions*

Currently employees pay no portion of their salaries into their retirement accounts. The retirement contribution is paid 100% by employers. Beginning on July 1<sup>st</sup>, all employees must contribute 3% of their pre-tax salaries into their retirement accounts.

### *Cost-of-Living Adjustments*

Employees now accumulate an annual cost-of-living adjustment for their pension benefits based on their years of service, to be collected when they retire. For example, FRS members who retire before July 1<sup>st</sup>, receive a 3% annual cost-of-living adjustment. The change enacted by the legislature stipulates that between July 1<sup>st</sup> of this year and July 1<sup>st</sup> of 2016, FRS members will not accumulate years of service credits for these cost - of - living adjustments. This change will affect employees differently, based on their years of service. For example, FRS members with 20 years of service or less who retire after July 1, 2011, will receive 2.4% in cost-of-living benefits upon retirement. Members with more than 20 years of service who retire after July 1, 2011, will receive a maximum of 2.6% cost-of-living adjustment.

### *Deferred Retirement Option Program (DROP)*

Members who enter DROP before July 1<sup>st</sup> of this year will earn 6.5% interest on the money set aside under this retirement program. Members entering DROP after July 1<sup>st</sup> will earn 1.3% on their retirement funds.

### *Vesting and Retirement Age (New Hires)*

Employees are eligible to be vested after 5 years. Regular class, senior management class, and elected officials can receive retirement benefits if they retire on or after 62 years of age or 30 years of service. Special-risk class members can retire on or after 55 years of age or 25 years of service. The average final compensation will be calculated on the best 8 years of salary.

The new law stipulates that employees hired after July 1<sup>st</sup> of this year will vest after 8 years. And these employees who are regular class, senior management class, and elected officials can receive retirement benefits if they retire on or after 65 years of age or 33 years of service. Special-risk class members can retire on or after 60 years of age or 30 years of service. (If they have served 4 years in the military, they can retire on or after 57 years of age or 30 years of service). The average final compensation will be calculated on the best 8 years of salary.

- **PENSION REFORM (MUNICIPAL)**

CS/CS/SB1128, reforming local government pension plans, was signed by the Governor on June 23<sup>rd</sup>. Passed by the legislature on May 4<sup>th</sup>, following four months of debate, 30 amendments to the original bill text, and three committee substitutes, the legislation was one of the most contentious and heavily lobbied issues this past legislative session. It pitted representatives of local governments who sought to extract the state from the municipal collective bargaining process against organized labor (particularly police and fire unions) who attempted to defeat the bill or preserve the enhanced benefits mandated by the Legislature since 1999. Interestingly, the discussion in the Senate was not dictated by political party affiliation but rather individual views about local governments as profligate spenders or whether first responders were abusing the system. Different bipartisan coalitions emerged to either approve or defeat items.

It is widely understood that pension reform will be back on the legislative agenda next year. Not only does CS/CS/SB1128 require that a report and recommendations regarding disability presumptions be submitted to the Legislature by January 1, 2012, but immediately after the conclusion of the Session a group called "Floridians for Sustainable Pensions," a coalition of business groups and think tanks allied with Governor Rick Scott, called for offering only 401(k)-style define-contribution plans to both new Florida Retirement System and local government employees.

Following are the reforms for local pensions included in CS/SC/SB1128:

*THE BILL REVISES THE DEFINITION OF COMPENSATION FOR ALL LOCAL GOVERNMENT DEFINED BENEFIT RETIREMENT PLANS*

For plans that are subject to collective bargaining, effective for the first agreement reached on or after July 1, 2011, for service earned on or after that date, up to 300 hours of overtime compensation may be included for pension purposes as specified in the collective bargaining agreement or plan, but payments for accrued unused sick or annual leave may not be included. For plans that are not subject to collective bargaining, for service earned on or after July 1, 2011, up to 300 hours of overtime compensation may be included for pension purposes as specified in the plan, but payments for accrued unused sick or annual leave may not be included.

*THE BILL CREATES A TASK FORCE ON PUBLIC EMPLOYEE DISABILITY PRESUMPTIONS*

The Task Force will be made up of management and union and/or employee representatives appointed by the President of the Senate and the Speaker of the House of Representatives as well the Chief Financial Officer and officials of the Department of Management Services. A report and recommendations must be submitted to the Legislature by January 1, 2012.

*THE BILL ELIMINATES THE REQUIREMENT IN CHAPTERS 175 AND 185 THAT PENSION BENEFITS BE INCREASED WHENEVER MEMBER CONTRIBUTIONS ARE INCREASED*

This addresses an interpretation by the Division of Retirement that plan benefits have to increase an amount corresponding to any increase in member contributions.

*THE BILL REQUIRES THAT ALL ACTUARIAL REPORTS DISCLOSE THE PRESENT VALUE OF A DEFINED BENEFIT PLAN'S ACCURED, NONVESTED AND TOTAL BENEFITS, AS ADOPTED BY THE FINANCIAL ACCOUNTING STANDARDS BOARD, USING THE FLORIDA RETIREMENT SYSTEM'S ASSURED RATE OF RETURN (CURRENTLY 7.75%), TO "PROMOTE THE COMPARABILITY OF ACTUARIAL DATA BETWEEN LOCAL PLANS."*

The Department of Management Services (DMS) is directed to develop a standardized rating system for local government defined benefit pension plans.

*THE BILL DIRECTS THE DEPARTMENT OF MANAGEMENT SERVICES (DMS) TO PROVIDE A FACT SHEET ON EACH LOCAL GOVERNMENT DEFINED BENEFIT PLAN SUMMARIZING THE PLAN'S ACTUARIAL STATUS*

The Fact Sheet must contain a summary of the plan's most recent actuarial data, minimum funding requirements as a percentage of pay, and a five-year history of funded ratios. The Fact Sheet must be posted on the website of the Department of Management Services and plan sponsors must link their websites to that of DMS.

*THE BILL PROHIBITS THE USE OF ACTUARIAL OR CASH SURPLUS FOR ANY EXPENSES OUTSIDE THE PLAN.*

- **LIBRARY FUNDING**

The Lake Park Library will continue to receive grant support from Tallahassee as the legislature funded Library Grants at the recommended amount of \$24,092,039.

- **VALUE ADJUSTMENT BOARD**

HB 281 provides that a petitioner before a value adjustment board (VAB) challenging an assessment of property must make a partial payment of at least 75% of ad valorem taxes before those taxes become delinquent, less any applicable discount. Additionally, a petitioner before a VAB challenging the denial of a classification or an exemption must make a payment of the amount of tax which the taxpayer admits in good faith to owe before such taxes become delinquent, less any applicable discount. If the good faith payment made is grossly disproportionate to the amount found to be due by the VAB, a 10% per year penalty applies.

The bill also provides that if the VAB determines that the petitioner owes ad valorem taxes in excess of the amounts paid, the unpaid amount accrues interest at the rate of 12% per year from April 1. If the VAB determines that the petitioner is owed a refund, the amount paid in excess of the amount due accrues interest at the rate of 12% per year from April 1.

Finally, the bill eliminates current language which provides for a four percent discount that applies for 30 days after the mailing of a tax notice resulting from the action of a value adjustment board when the tax notice is issued after the taxes become delinquent. If the payments required under the bill are not made, the VAB must deny the petition in writing by April 20.

This bill is effective for VAB petitions filed on or after July 1, 2011.

Currently, property owners who object to an assessment may request an informal conference with the county property appraiser, file a petition with the Value Adjustment Board (VAB), and subsequently file an action in Circuit Court to contest the assessment. Property owners can pay property taxes in advance of a VAB hearing or may wait until the hearing process is complete. In Palm Beach County, as well as in some of the state's other large counties, the VAB process can take as long as 18 months to two years. As such, more counties have been unable to certify their tax rolls by April 1<sup>st</sup>, when property taxes are due. This can cause problems for local governments and school boards that cannot finalize revenues as well as create cash-flow issues.

- **REVENUE AND EXPENDITURE CAPS (TABOR)**

The legislature did not approve any legislation that would have imposed TABOR-like restrictions on local governments. At the beginning of the session Senate President Mike Haridopolos made it clear that he wanted to replace the existing revenue limitation in the state constitution with a new standard based on inflation and population but that it would only affect state government. The House was reluctant to exclude local governments but ultimately Senator Haridopolos prevailed and SJR958 will be on the ballot during the 2012 general election and must be approved by 60% of the voters.

- **LINE ITEM FUNDING FOR WATER RELATED PROJECTS**

Because of the state fiscal exigencies, legislative leadership did not allow Community Issue Budget Requests (CBIR) to be filed. This is the vehicle to fund local projects through line-item support and, as such, there were no opportunities to fund line item water related projects. In fact, there were only two specific water projects in the budget; both in the legislative districts of Senate Appropriations Chairman J. D. Alexander and House Budget Chairwoman Denise Grimsley, and the Governor vetoed them. These were for the City of Frostproof and the City of Winter Haven. Notwithstanding, the legislature did allocate low-interest loan funding for storm water and potable water projects through the Department of Environmental Protection.

The Clean Water State Revolving Fund program provides low-interest loans for planning, designing, and constructing wastewater and stormwater projects. Funds are made available for Preconstruction Loans and Construction Loans. The Loan Terms include a 20-year amortization and low-interest rates. Preconstruction loans are available to all communities and provide up-front disbursements for administrative

services, project planning and project design. There is \$170,346,724 available for this purpose.

The Drinking Water State Revolving Fund Program provides low-interest loans for planning, designing, and constructing public water facilities. Funds are made available for Pre-construction Loans, Construction Loans of \$75,000 minimum or more, and Pre-construction Grants and Construction Grants to small financially disadvantaged communities. The Loan Terms include a 20-year (30-year for financially disadvantaged communities) amortization and low-interest rates. Small community assistance is available for communities having populations less than 10,000. Each year 15% of the funds are reserved exclusively for their use. In addition, small communities may qualify for loans from the unreserved 85% of the funds. There is \$91,053,594 available for this purpose.

- **INTERACTIVE TRAVEL SERVICES**

Senator Don Gaetz, who is slated to be Senate President in 2012-2014, and Representative Jason Brodner, filed legislation to provide that state transient rentals taxes, local tourist impact taxes, local tourist development taxes, local convention development taxes, and municipal resort taxes are imposed on the amount received by an entity operating transient rental accommodations – not on the payments received by unrelated firms facilitating the booking of reservations of such accommodations. The measures were SB 376 and HB493. The State Revenue Estimating Conference estimated that passage of this legislation would have a statewide negative fiscal impact of \$28.7 Million during the 2011-12 Fiscal Year on local governments.

Currently, more than 50 of Florida's 67 counties have joined a suit against web travel companies such as Expedia, Orbitz, and Priceline alleging that they collect taxes on the entire amount they charge to a consumer but only remit taxes on the wholesale price they pay a lodging establishment for the room. Senator Gaetz and Representative Brodner spearheaded a legislative effort to settle the legal issues in favor of the online travel companies. They were unsuccessful.

After much iteration, including killing the bill in the Finance and Tax Committee of the House of Representatives, HB493 passed the House but we were successful in defeating it in the Senate. All during the legislative session we worked in concert with the Association of Counties, the Florida League of Cities, and other stakeholders to assure this outcome.

- **RED LIGHT CAMERAS**

Although Lake Park has not authorized the use of Red-light cameras, we closely followed the effort of Representative Richard Corcoran, slated to be House Speaker during the 2016-18 term, to repeal the law passed during the 2010 legislative session that authorized the use of traffic infraction detectors. Representative Corcoran filed HB4087 and that bill passed the House but died in the Senate. Realizing that there was little appetite in the Senate for his initiative, Representative Corcoran then amended SB1150, a transportation bill sponsored by Senate Transportation Chairman Jack Latvala, to require local governments to fund a study and gain Florida Department of Transportation approval prior to a camera being installed. Senator Latvala refused to

accept said amendment and the bill died. Representative Corcoran has pledged to continue the effort next legislative session.

The issue of Red-light cameras is contentious and most probably a compromise solution will be reached. The most likely outcome is that those jurisdictions that have approved and/or installed traffic infraction detectors will be grandfathered.

***Negative Outcomes:***

- **FLORIDA FOREVER AND FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Over the past ten years, the Florida Forever program has purchased over 2.4 million acres for state and local parks, open spaces, and wildlife habitats with a combination of local funds and an annual appropriation from Tallahassee. Because of the current fiscal shortfall, the legislature did not appropriate any dollars this year but authorized Florida Forever to spend up to \$305 million to be potentially generated from the sale of surplus state lands and office buildings. The Governor vetoed said authorization. This comes after Florida Forever received \$15 million last year, a significant drop from the \$300 million annual appropriation received every year prior to 2008.

FRDAP is a competitive grant program that provides financial assistance to local governments for development or acquisition of land for public outdoor recreational purposes. The Department of Environmental Protection had requested over \$27,000,000 to meet current obligations but this request was not funded.

- **PROPERTY ASSESSMENT**

Representative Chris Dorworth, slated to be House Speaker during the 2014-16 term, sponsored CS/CS/CS/CS/CS/HJR381, an amendment to the state constitution that reduces the current assessment limitation on non-homestead real property from 10% to 5%. That cap would sunset in 2023. The constitutional amendment would also allow the Legislature by general law to prohibit increases in the assessed value of homestead properties if the just value of the property decreases and provide buyers who have not owned a home in Florida within the last three years an additional exemption. The discount would equal 50% of the home's assessed value and would end after five years. This amendment will be on the ballot during the 2012 general election and must be approved by 60% of the voters.

Approval of this legislation sparked a debate over the underlying premise of providing some property owners with tax protections that are unavailable to others. Passed in the early 1990s, the Save our Homes initiative has led to wide disparities in the property taxes paid on similarly situated properties depending on when the property was purchased. Supporters of this bill said it would provide relief to commercial property owners, new homebuyers, and renters and thus spur economic growth. Critics stated the proposal would further reduce the tax base of cities and counties already hamstrung by declining property values and sluggish growth.

# POLICY

## **POSITIVE OUTCOMES:**

- **PAIN MANAGEMENT CLINICS**

The State of Florida has the dubious distinction of leading the nation in prescription drug abuse. Called "Pill Mills," there are 838 clinics statewide and 183 in South Florida alone. These numbers led to Senator Eleanor Sobel remarking that "we have more pill mills in Florida than we have McDonald's."

The bill that passed (HB7095) had split Republican legislators for weeks as the Governor and House of Representatives wanted to not fund the statewide prescription drug database that is slated to become operational by the end of August of this year. Ultimately, Attorney General Pam Bondi and Dr. Stephanie Haridopolos, the wife of the Senate President, (who was instrumental in nudging her husband to broker a deal) worked toward a successful compromise.

The legislation prescribes medical standards and operational restrictions for pain-management clinics and requires more stringent permitting regulations for community pharmacies to be conformed under the new standards by July 2012. Doctors will automatically lose their licenses for 6 months and be fined \$10,000 for overprescribing violations, the prescription drug database continue to be funded but it changes the reporting requirements from 15 days to 7 and requires criminal background checks of those who have access to it, imposes a 5,000-unit cap restriction on narcotics prescriptions, includes a tracking of narcotics sold wholesale and a buy-back program for doctors to return them to distributors, and provides \$3 million to local law enforcement agencies to put in force these new rules.

- **GROWTH MANAGEMENT**

This year's Growth Management reform (HB7207) was passed as a conforming bill to the state budget and largely removes state government oversight from the comprehensive planning process. According to Senator Mike Bennett, Chairman of the Committee on Community Affairs, the goal of the legislation was to give local governments "as much leeway as possible." The bill makes school and transportation concurrency optional for cities and counties and substantially reduces the burdens on cities associated with the preparation of evaluation and appraisal reports. The state's role is now limited to comment on areas of state or critical concern. Finally, the Department of Community Affairs is merged into a new entity called the Department of Economic Opportunity and downsized from its current form.

- **OPEN HOUSE PARTIES**

Currently, 856.015, F.S., states that a person in control of a residence who allows an open house party to take place commits a second degree misdemeanor if they know a minor has possession of or consumed any alcoholic beverage or drug at their residence and the person fails to take responsible steps to prevent the possession or consumption of the alcoholic beverage or drug by the minor. This legislation amends present law to

make a second or subsequent violation a first degree misdemeanor. Furthermore, the bill also provides that any violation of s. 856.015, F.S., which results in serious bodily injury or death, will be punishable by a first degree misdemeanor. A first degree misdemeanor is punishable by up to 1 year in jail and/or a fine not to exceed \$1,000.

- **PROPERTY INSURANCE**

Although SB408, a comprehensive property insurance bill was approved, that legislation does not have the significant negative impact on Lake Park that CS/SB1714 would have had. As such, we focused our lobbying efforts on the latter bill which we believe would have impacted the real estate market and made a significant dent on Lake Park's economy.

Up to January 1, 2015, Citizens would have had to impose a minimum rate increase of 25% per year for every single residential policy. And beginning on February 1<sup>st</sup> of next year, Citizens would not cover screened enclosures, in 2013 detached structures would be ineligible, and in 2014 the limitation would extend to certain items of personal property.

The Senate bill died in the Rules Committee, the last step prior to the floor, and the House bill died on the calendar for final consideration.

- **BILLBOARDS**

Section 27 of CS/CS/CS/HB1363, the comprehensive Department of Transportation package, would have pre-empted local governments from establishing "sign permit fees" for the installation of any sign, wall mural, or media tower in their jurisdiction. This was in response to a dispute between the City of Miami and a particular billboard company who was seeking additional sign placement consideration from Miami. The proposed language, however, had statewide application. Said section would have limited the cost of the sign permit fee to the "actual cost of administering the local government sign ordinance." This language was included in the House version of the transportation bill, reportedly placed there on orders of House leadership, but the Senate refused to concur with this provision. This was one of the key reasons the transportation bill failed this session.

- **VACATION RENTALS**

Representative Mike Horner and Senator Greg Evers proposed legislation preempting local governments from treating vacation rentals differently from other residential properties based solely on their classification, use, or occupancy. Working in concert with the Florida League of Cities and the Association of Counties, we were able to amend the legislation to grandfather any local government with ordinances regulation vacation rentals existing prior to July 1<sup>st</sup> of this year.

- **BERT HARRIS ACT**

After 10 years of trying, legislation finally passed revising the Bert Harris Private Property Rights Act. This was originally enacted in 1995. The Bert Harris Act encompasses government actions that constitute an "inordinate burden" on a citizen's property. An inordinate burden is defined as "an action of one or more governmental entities that has directly restricted or limited use of real property such that the property owner is permanently unable to attain the reasonable, investment-backed expectation for the existing use of the real property."

We were part of a coalition of lobbying groups opposing the changes to the Bert Harris. Although the bill passed, we were able nevertheless to secure a number of amendments that reduced its impact. These included

- A) Moratoria longer than 12 months are no longer considered "not temporary." They will be examined on a case-by-case basis,
- B) The proposed 120-day settlement period was extended to 150-days,
- C) The length of time since passage of an ordinance can be considered in determining whether there are truly reasonable investment-backed expectations when the first application occurs many years afterwards

- **PUBLIC OFFICERS SEVERANCE PAY**

CS/CS/CS/SB88 restricts severance pay for any public officer, agent, employee or contractor. The legislation allows up to 20 weeks of severance but that can be exceeded by a two-thirds vote of the membership of the public body. Employment contracts valid before July 1<sup>st</sup> of this year that have severance pay provisions are grandfathered. A contract renewal or renegotiation after July 1<sup>st</sup> requires compliance with the restrictions.

The legislation passed handily, but by a close 60-55 vote the House of Representative adopted an amendment by Representative Eddy Gonzalez to include the provision allowing severance pay beyond 20 weeks as described above. The focus of much of the debate on that particular amendment was the severance package awarded to former Miami-Dade County Manager George Burgess.

- **CHARTER SCHOOLS**

Amendatory language pre-empting local governments from establishing zoning regulations on charter schools was filed by the House of Representatives to HB7195. The Senate refused to accept it. When the companion bill was sent to the House, CS/CS/CS/SB1546, the Senate sponsor accepted similar language; but one that stated that "a local governing authority shall not adopt or impose any local building requirements or site-development restrictions, such as parking and site-size criteria, that are addressed by and more stringent than those found in the State Requirements for Educational Facilities of the Florida Building Code. Beginning July 1, 2011, a local

governing authority must treat charter schools equitably in comparison to similar requirements, restrictions, and processes imposed upon public schools that are not charter schools.” The key to this is determining the regulatory and public processes followed by Palm Beach County Public Schools in locating a public school and the coordination with local jurisdictions where the school is to be located. It appears that charter schools would now have to comply with those procedures.

***Negative Outcomes:***

- **SOBER HOMES**

Senator Eilyn Bogdanoff and Representative Luis Garcia filed legislation (SB1348 and HB1055) establishing standards for the operations of SOBER Homes in Florida and not allowing the clustering of these in residential neighborhoods. During the legislative interim, we worked with the Department of Children and Families and helped establish a stakeholders workgroup that surveyed what other states were doing and reached consensus on the language of the legislation. The bills defined the term “sober transitional living home” to mean a community residential home that provides a peer-supported and managed alcohol-free and drug-free living environment. A sober transitional living home must follow all local and county standards of occupancy and may not provide onsite substance abuse treatment unless it is provided by a licensed service provider. No SOBER Home could be located within 1,000 feet of another.

Senator Bogdanoff’s bill was heard by the Children, Families, and Elder Affairs Committee where it was approved unanimously. Unfortunately, Representative Garcia’s bill was never heard in committee, a victim of partisan politics. During the course of the legislative session various Republican members of the House of Representatives joined as co-sponsors of the legislation, including the Chairman of the Tea Party Caucus, but due to other political matters leadership refused to agenda the bill.

We have been informed that this legislation has an excellent chance of passage next session.

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: August 3, 2011**

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

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

**SUBJECT: Project Status Report-Removal of Metal Storage Building, 115 U.S. Highway 1**

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager *R. Pittman* Date: *7/28/11*

Richard Pittman/CRA Project Manager  
Name/Title

July 27, 2011  
Date of Actual Submittal

<b>Originating Department:</b> Administration	<b>Costs:</b> \$ N.A.  Funding Source: Acct. #	<b>Attachments:</b> PROJECT STATUS REPORT WITH DOCUMENTATION
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>PP</i> <b>Please initial one.</b>

**Summary Explanation/Background: At the July 13, 2011 Town Commission meeting, Commissioner Hockman requested an update on the status of the removal of the metal storage building at 115 U.S. Highway 1. The project status report is attached.**

**PROJECT STATUS REPORT  
REMOVAL OF METAL STORAGE BUILDING  
115 U.S. HIGHWAY 1, LAKE PARK, FL.**

Prepared by: Richard Pittman, CRA Project Manager  
Date: July 27, 2011

**BACKGROUND:**

The project to remove the metal storage building on the property addressed as 115 U.S. Highway 1 was advertised for bid on January 23, 2011. The advertisement and project bid documents were for the sale of the building as the building is a prefabricated metal building and can be dismantled and reassembled elsewhere. The metal building is 60' x 80' in foot print on a concrete slab. The concrete slab will remain.

Bids were opened on February 22, 2011 with two bids having been received. NuJak Development submitted a bid to purchase the building in the amount of \$2,250.00. The other bid received was for \$100.00.

NuJak Development submitted a bid on the purchase of the building based on them having a church as a client that wanted the building reassembled on the church's property. NuJak Development included the church's \$500 check as a bid bond in their bid submittal.

On March 2, 2011 the Town Commission approved the sale of the metal building to NuJak Development in the amount of \$2,250.00.

**EVENTS SINCE TOWN COMMISSION AWARD:**

Following the Commission approval, NuJak Development was notified of the award and reminded of the paperwork requirements in advance of signing the contract. Insurance certificate, performance bond, and payment in the amount of \$2,250.00 to be submitted by NuJak Development were required.

By the end of March, 2011 NuJak had technically defaulted on their bid by failing to submit the required paperwork. Some degree of tolerance was given by the Town's project manager based on the situation communicated by Mr. Frank Kendrick, President of NuJak Development. Mr. Kendrick explained that his local church client was not able to sign a contract with NuJak Development and that another client was being pursued.

## PROJECT STATUS REPORT (cont.)

In May, 2011 Mr. Kendrick was advised that retraction of the Town Commission award of bid was being considered. Mr. Kendrick communicated with the Town Manager. Subsequent to the communication with the Town Manager, NuJak Development has submitted a check for the purchase price of \$2,250, submitted a check in the amount of \$15,000 to serve as the performance bond, signed the contract, submitted the insurance certificate, and applied for the Town permit to remove the building. As of July 25, 2011, the Town will issue the permit pending NuJak's completion of the contractor registration.

Prior to the issuance of the permit by the Town, disconnect or sign-off by local entities was required. The Palm Beach County Health Department inspected the building and issued an approval letter. Seacoast Utility Authority has disconnected the sanitary sewer and turned off the fire line. Potable water will be turned off at the backflow device. Florida Public Utilities has sent a release letter. ATT and Comcast are out of service.

### BUILDING REMOVAL:

Per discussion with Mr. Frank Kendrick on July 27, 2011 NuJak Development will begin work at the site within days of receiving the Town permit. They are working diligently to compile the paper work needed to complete the registration with the Town.

The contract allows sixty (60) calendar days for removal of the building. Demolition of the interior office space will be followed by disassembly of the exterior building skin. The structural frame removal will be accomplished with a crane on site to complete the project. Based on the sixty day requirement, the project requirements should be complete in September, 2011.

End of Report



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, March 2, 2011, 7:00 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 2, 2011 at 7:00 p.m. Present were Mayor Desca DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Commissioner Patricia Osterman was absent.

Mayor DuBois led the Invocation and the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Commissioner Hockman to approve the Agenda; Vice-Mayor Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 4-0

**PUBLIC AND OTHER COMMENTS:**

*Trenesia Rozier 300 10<sup>th</sup> St., Lake Park* – stated that she was from the new program “Bridges at Lake Park”. She stated that she wanted to introduce herself and network to share the program’s calendar of events. She stated that their target age group was three to five years old. She explained the program and its scope in the county. She stated that they wanted to bring in activities and events for the children and teens.

Mayor DuBois stated that the phone number to contact Ms. Rozier was 561-881-5060.

Ms. Rozier stated that that was the general number and her extension was 225.

*Sue Duchene 306 Hawthorne Dr.* – stated that she was wondering if the Town would consider a moratorium on the parking fees at the Marina for a period of time.

Mayor DuBois asked Ms. Duchene if she was aware that the Town had waived parking fees on Federal holidays.

Ms. Duchene stated that she was aware but was wondering if they would consider waiving fees at Town sponsored events. She asked if a cost study could be done to see if the fees warrant paying a parking meter attendant for two hours during an event.

Commissioner Longtin stated that she would be willing to work with Ms. Duchene to allow an independent study.

Ms. Duchene stated that she would like to see if more people would come to the functions.

Vice-Mayor Rumsey asked Ms. Duchene if she was referring to the Marina Sunset Events.

Ms. Duchene stated that the Marina Sunset Event was one event she had in mind but she wanted a study done on all Town sponsored events.

Vice-Mayor Rumsey asked if the other Town sponsored events were on Federal holidays.

Town Manager Davis stated that she was not aware of any other Town functions.

Vice-Mayor Rumsey stated that at the last Sunset Event he attended, people were complaining about the parking meters and he agrees that the Town should want people to come and not be chased away by having to pay for parking at an event for two hours.

Mayor DuBois stated that she also attended the event and no one had come up to her with complaints about the parking meters. She explained that the Finance Department had the spreadsheets and numbers on the parking meters already available for viewing.

Commissioner Longtin asked Ms. Duchene to clarify how long she wants the study done for.

Ms. Duchene stated that she would like to see a 6 month study done.

Mayor DuBois stated that the spreadsheets and numbers were already available.

Vice-Mayor Rumsey asked what the study was and what it consisted of.

Mayor DuBois again clarified that the paperwork and numbers were already available.

Ms. Duchene stated that she wanted to see how much income is generated at the event compared to how much the parking meter attendant is paid for working the event.

Town Manager Davis explained that the cost analysis could be done but that it needed to be considered that the employee was not sitting at the Marina for two hours but is roving and monitoring other parking meters. She asked for direction on how to provide the information and bring it back to the Commission.

Mayor DuBois asked that the information be brought back in memo form first.

**The Commission came to consensus to have Ms. Duchene's request for a cost study on parking meters during Town sponsored events done in memo form.**

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes of February 16, 2011
2. Response to Commissioner Longtin's Written Statement to the Town Manager's 2010 Evaluation
3. Resolution No. 06-03-11 Community Development Block Grant Agreement for Bert Bostrom Park
4. Sale of Metal Storage Building on 115 U.S. Highway One to NuJak Development Inc. in the Amount of \$2250
5. Resolution No. 07-03-11 New Rental Fee for West Ilex Park Picnic Pavilion

**Public Comment Open.**

*None*

**Public Comment Closed.**

Commissioner Hockman requested that items 3, 4, and 5 of the Consent Agenda be pulled for discussion.

Vice-Mayor Rumsey requested that item 2 of the Consent Agenda be pulled for discussion.

**Motion: A motion was made by Commissioner Hockman to approve item number 1 of the Consent Agenda; Vice-Mayor Rumsey made the second.**

**Vote on Motion:**

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent

Mayor DuBois	X		
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Motion passed 4-0

Vice-Mayor Rumsey explained the reason for item number 2 on the Consent Agenda. He explained how the Town Manager's Evaluation is done and that one of the Commissioners did not follow the matrix but instead wrote three pages of comments regarding the Town Manager. He explained that the Town Manager requested at the last meeting that she be able to address those items individually since there were over ten comments that were not factual. He stated that the Town Manager's response to those comments were online for viewing so that the public could be aware of the facts.

**Motion: A motion was made by Vice-Mayor Rumsey to approve item number 2 of the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 4-0

Commissioner Hockman asked if there have been any plans for a restroom or of what the Town was proposing to do at Bert Bostrom Park.

Town Manager Davis asked CRA Project Manager Richard Pittman to answer any questions Commissioner Hockman had.

CRA Project Manager Pittman explained that he had a floor plan prepared that he sent to Browning & Becker and had done a written description to Royal Prefab Concrete to give him an idea if the floor plan would come close to \$53,000. He stated that the one comment he received was that it was close to that figure so his idea was to decrease the floor plan size by 100 square feet. He explained that there would be a separate women's facility and a separate men's facility with at least three stalls in each.

Town Manager Davis explained that they had originally talked about going out for a design build but Commissioner Hockman suggested that they look at prefab concrete structures and they were in the process of investigating that now. She explained that Mr. Pittman was floating a trial balloon first with a few contractors to see if they could build

the project for \$53,000. Browning & Becker stated that it would be "tight" and Royal Prefab was in the process of providing a response.

Mr. Pittman stated that he thought the proposal would be very close to \$53,000.

Commissioner Hockman asked if the restroom would be placed in the same location and if they would be using the existing foundation.

Town Manager Davis stated that they were not using the existing foundation and that they planned to keep it in the same location. If they were to move the restroom it would cost more money to run new plumbing and electricity.

Discussion ensued between Commissioner Hockman and Mr. Pittman regarding the possibility of relocating the restroom and the practicality of having the restroom centrally located.

Recreation Director Greg Dowling explained that he did not think it was safe to centrally locate the restrooms due to the activity that takes place at the playground.

Commissioner Hockman asked if a storage room was considered in the restroom facility.

Mr. Pittman explained that in the floor plan he currently has there would not be any storage.

Commissioner Longtin asked if the current facility was at all usable.

Town Manager Davis stated that the bathrooms could be used but the storage area was in very bad shape.

Commissioner Longtin asked if there was any asbestos in the building.

Mr. Pittman explained that the County did a report that concluded that there was no asbestos or hazardous material in the building.

Commissioner Longtin asked what the cost would be to the Town.

Town Manager Davis stated that it would be the cost of the demolition which would include a 40 yard container and the rental of heavy equipment.

**Motion: A motion was made by Commissioner Hockman to approve item number 3 of the Consent Agenda; Vice-Mayor Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner			

Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 4-0

Commissioner Hockman asked if NuJak Development was going to pay the Town \$2,250 for the Metal Storage Building on 115 U.S. Highway One.

Town Manager stated yes that was correct.

Commissioner Hockman asked how much it cost for the Town to put out the RFP.

Mr. Pittman stated that he did not know how much it cost to advertise but a sign was put out on the site at a cost of \$180 plus Public Works labor. He stated that he had approximately 20 hours of his work time involved.

Commissioner Hockman asked if there were any other costs.

Town Clerk Lemley stated that she had the cost of the advertisement but not with her and could provide that to Commissioner Hockman in the morning.

Commissioner Hockman asked if a cost was estimated for the repairs to the asphalt and prep the site.

Town Manager Davis stated that they had not yet estimated costs.

Commissioner Hockman stated that the Town needed to be careful since the Town paid 2.4 million for a property appraised at \$800,000 and expressed his concerns with spending more money in order to get the parking lot done.

Commissioner Longtin stated that at the November 3, 2010 Commission Meeting it was stated on an Agenda Request Form that arrangements had been made to remove the metal storage building down to the concrete slab at no cost to the Town. She asked what happened to that.

Town Manager Davis explained that the deal that South Florida Yachts had made with the Town had fallen through. She stated that she did not recall what happened and she would provide a report to the Commission regarding what happened.

Commissioner Longtin stated that the Commission voted on the item and the item stated that arrangements had been made.

Town Manager Davis stated that she needed time to provide the Commission with the report explaining what happened.

Commissioner Hockman expressed his concerns with the parking lot and did not want the Town to overspend on the project.

Vice-Mayor Rumsey explained that the 2.4 million that was spent on the property was from a grant that was awarded to the Town from Palm Beach County. He wanted to clarify to the public that the funds used to purchase the property did not come out of the Town's funds.

Commissioner Longtin asked how much it would cost to extend the pavement from underneath the metal storage building.

Town Manager Davis stated that they had not done a takeoff and she did not know how much asphalt would need to be installed. She stated that she would be happy to have staff look at it and provide a report.

**Motion: A motion was made by Commissioner Hockman to approve item number 4 of the Consent Agenda; Commissioner Longtin made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 4-0

Commissioner Hockman stated that he wanted to make sure that if a family wanted to come over and use the pavilion for a picnic that they would not be charged \$50.

Recreation Director Greg Dowling explained that the rental fee was to reserve the pavilion exclusively for an event and residents just using it for a picnic would not be chased away or charged.

Vice-Mayor Rumsey stated that he agreed with Commissioner Hockman. He stated that he would like to see the resident fee less than the non-resident fee.

Town Manager Davis explained that it could not be done because the park was built with grant dollars and the grant was very specific in stating that they could not charge anyone more than they would charge a resident.

Commissioner Longtin stated that in her opinion government money was taxpayer money and the taxpayers have already paid for the park and should be able to use it without being charged.

**Motion: A motion was made by Vice-Mayor Rumsey to approve item number 5 of the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin		X	
Commissioner Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 3-1

**PUBLIC HEARING:**

**ORDINANCE ON 2<sup>nd</sup> READING**

**ORDINANCE NO. 01-2011 – Garage/Yard Sale Signage**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 70, ARTICLE IV, SECTION 70-103(1), OF THE TOWN CODE ENTITLED “RESIDENTIAL SIGNS”; PROVIDING FOR AMENDMENTS TO THE REGULATIONS PERTAINING TO GARAGE OR YARD SALE SIGNS; PROVIDING FOR ADDITIONAL REGULATIONS PERTAINING TO SIGN REMOVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Vice-Mayor Rumsey to approve Ordinance No. 01-2011 upon 2<sup>nd</sup> reading; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner			

Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 4-0

Attorney Baird read Ordinance No. 01-2011 by caption-only.

**ORDINANCE ON 1<sup>ST</sup> READING**

**ORDINANCE NO. 02-2011 Bank Registration**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE III OF THE CODE OF ORDINANCES ENTITLED "HOUSING CODE" TO CREATE A NEW DIVISION 4, TO BE ENTITLED, "ABANDONED REAL PROPERTY;" PROVIDING FOR SECTION 54-101, ENTITLED "INTENT AND PURPOSE"; PROVIDING FOR SECTION 54-102, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 54-103, ENTITLED "APPLICABILITY"; PROVIDING FOR SECTION 54-104, ENTITLED "REGISTRATION OF ABANDONED REAL PROPERTY"; PROVIDING FOR SECTION 54-105 ENTITLED "MAINTENANCE REQUIREMENTS"; PROVIDING FOR SECTION 28-106, ENTITLED "SECURITY REQUIREMENTS"; PROVIDING FOR SECTION 54-107, ENTITLED "IMMUNITY OF ENFORCEMENT OFFICER"; PROVIDING FOR SECTION 54-108, ENTITLED "ADDITIONAL AUTHORITY"; PROVIDING FOR SECTION 54-109, ENTITLED "REMOVAL OF ABANDONED PERSON PROPERTY AUTHORIZED"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Open.**

*Matthew Leger, Realtors Association of the Palm Beaches* – explained and gave a history of the foreclosure situation in the Town and in the County. He stated that RAPB understands the foreclosure situation and could be of assistance to the Town should it move forward with the Bank Registration Ordinance. He gave examples of issues that could arise during the foreclosure process that the Town should consider when passing the Ordinance and the procedures followed thereafter.

**Public Comment Closed.**

Commissioner Hockman discussed his concerns and recommendations for the Ordinance and the procedures that the Town should follow with regards to foreclosed properties. He stated that the fees charged should be reasonable.

Mayor DuBois expressed her concerns with foreclosed properties and asked if the Ordinance was the beginning of a process the Town can take to resolve the issues.

Attorney Baird explained that the biggest foreclosure problem municipalities were experiencing is that banks have stopped the foreclosure process because of problems they were having with proof of participating in the foreclosure process. He explained that there were 22 properties in the Town in foreclosure which continue to be vacant. He stated that the issue was even though the bank has expressed ownership interest, they have halted the foreclosure process before closing on the property. He recommended that the Town follow what other municipalities have done which is adopt the Ordinance which would require the banks take responsibility for maintaining and securing those properties.

Vice-Mayor Rumsey stated that his concern was that there is a property two doors down from his home that has been abandoned for four years. He stated that people have tried to purchase the home and can't get in touch with anyone in order to purchase it. He stated that his fear was that the value of the home would not even be worth the bank maintaining the yard. He asked what would happen if the bank did not maintain the home.

Attorney Baird explained that the bank would be cited for a violation of the Town code and they would then be process like any other code enforcement case. He stated that in his experience as Magistrate in North Palm Beach, the banks respond to the citation by hiring a management company or caretaker to take care of the violations.

Discussion ensued among the Commission and Attorney Baird regarding Ordinance No. 02-2011.

**Motion: A motion was made by Vice-Mayor Rumsey to approve Ordinance No. 02-2011 upon 1<sup>st</sup> reading; Mayor Dubois passed the gavel and seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman		X	
Vice-Mayor Rumsey	X		
Commissioner Osterman			Absent
Mayor DuBois	X		

Motion passed 3-1

Attorney Baird read Ordinance No. 02-2011 by caption-only.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

**Commissioner Osterman**

Absent

**Commissioner Longtin** stated that the company Deevan who was also working with Alliance Concrete was doing a very respectable job with replacing sewer lines in the Town. She asked the public to put themselves in the place of a police officer or firefighter and see if their house numbers are easily identifiable. She asked that residents make sure their house numbers could be easily seen from the road during the day time and night time as it is a life safety issue.

**Vice-Mayor Rumsey** asked if the Committee assignments could be reviewed at the next Commission Meeting.

**Town Manager Davis** stated that she could put the Committee assignments review as an item on the next agenda.

**Vice-Mayor Rumsey** thanked "Bridges at Lake Park" for introducing themselves at the meeting. He stated that they sounded like a wonderful organization and recommended that they have a booth at the Marina Sunset Parties and at other Town events and festivals. He discussed the possibility of a Community Center for the Town. He asked if it was possible to have a discussion item at an upcoming Commission meeting to discuss where they are in the process and try to move the project forward.

**Commissioner Hockman** stated that it was great seeing the crowd at the last Marina Sunset Party and seeing all of the artists there. He wanted to thank everyone for coming out to the Boy Scouts Car Show which was a great success. He thanked everyone for their support. He requested copies of the basic RFP's that are done in the Town. He stated that he thought that the Commission would like to know what was going out as RFP's.

**Mayor DuBois** stated that the Marina Sunset Party was packed and she was surprised to see so many people out. She invited everyone to attend the next party.

**Attorney Baird** stated that he wanted to alert the Commission that his firm decided to have an open house on March 31<sup>st</sup> and the invitations would be going out. He stated that the open house begins at 5:30 p.m.

**Town Manager Davis** asked for clarification on the request for copies of RFP's. She asked if it was the request of the whole Commission.

**Mayor DuBois** stated that she did not need the copies of every RFP.

**Vice-Mayor Rumsey** agreed and stated that they would be able to find out the information if they needed to.

**Commissioner Longtin** stated that she agreed with Commissioner Hockman and thought that the Commission should be informed. She stated that she wanted to get a copy of the RFP's as well.

**Town Manager Davis** stated that she did not have a problem with providing any information the Commission requests. She stated that she just wanted clarification on what the Commission was requesting.

**Mayor DuBois** stated that the consensus was that the two of the Commissioners want the copies of the RFP's and the other two, herself and Vice-Mayor Rumsey do not feel that they need that information.

**Commissioner Hockman** clarified and stated that he just wanted a brief synopsis of all of the RFP's.

**Vice-Mayor Rumsey** stated that he did not disagree with Commissioner Hockman. He asked Town Manager Davis what the amount an RFP would need to be which requires the Town Manager to inform the Commission.

**Town Manager Davis** stated that she is required to inform the Commission of any RFP that is \$25,000 and over.

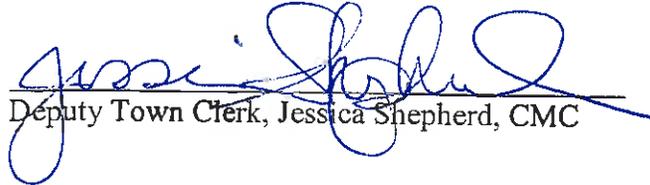
**Commissioner Hockman** stated that he would like to see RFP's from a couple of thousand and up in case there was something he or another Commissioner may catch as an error and save the Town money.

**Town Manager Davis** announced Joe Pierre as the featured artist of the month at the Art on Park Studio and Gallery. His opening would be Saturday, March 12<sup>th</sup> from 6 p.m. to 8 p.m. and the building is at 800 Park Avenue. She announced that the Town's Art Festival would be taking place on March 19<sup>th</sup> and 20<sup>th</sup>. She invited everyone to see the new trees and irrigation on Date Palm Drive between 6<sup>th</sup> and 9<sup>th</sup> Street thanks to a grant that was awarded from the efforts of Grants Writer Virginia Martin.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Hockman and seconded by Vice-Mayor Rumsey, and by unanimous vote, the meeting adjourned at 8:25 p.m.

for   
\_\_\_\_\_  
Mayor Desca DuBois

  
\_\_\_\_\_  
Deputy Town Clerk, Jessica Shepherd, CMC



FLORIDA  
Approved on this 16 of March, 2011



Arts  
District



Commerce  
District



Hometown  
District

Mr. Frank Kendrick, President  
NUJAK Development, Inc.  
777 S. Flagler Drive  
West Palm Beach, Fl. 33401

March 3, 2011

Dear Mr. Kendrick:

Subject: Award of Bid, Town of Lake Park Bid No. 102-2011  
Sale of Surplus Property-Metal Storage Building, 115 U.S. Hwy. 1

On Wednesday, March 2, 2011 the Town of Lake Park Town Commission approved the sale of the Metal Storage Building, bid No. 102-2011 to NUJAK Development, Inc. for their bid in the amount of \$2,250.00. Therefore the Town Commission has authorized staff to proceed to finalize the agreement between your firm and the Town.

Page 14 of the Contract Bid Documents lists the items to be complete by your firm (copy attached). The Town will bind the contract documents upon receipt of the performance bond and insurance certificate. A partially completed demolition /building permit application is attached. A copy of a letter to the Health Department with the environmental report is also attached for your submittal to the Palm Beach County Health Department.

I will be able to assist you with the FPL utility disconnect. Let me know as soon as possible when you would like the service drop and meter removed.

The Town looks forward to working with you on the project.

Sincerely,

  
Richard Pittman,  
CRA Project Manager

## Richard Pittman

---

**From:** Richard Pittman  
**Sent:** Wednesday, May 25, 2011 2:40 PM  
**To:** 'frank@nujak.com'  
**Subject:** Sale of Metal Storage Building-Commission Approval to Retract Sale  
**Attachments:** Agenda Item-Retract Sale.doc

Hello Mr. Kendrick:

I have prepared and submitted to the Town Manager an agenda item for the Town of Lake Park Town Commission to retract their March 2<sup>nd</sup> approval of the sale of the metal storage building. The Town Commission will meet next Wednesday, June 1<sup>st</sup> to conduct Town business. The Town Manager prepares the commission agenda tomorrow and sends the agenda to the Commissioners on Friday. The agenda is also posted on the Town's website. If you want to try to obtain a time extension you need to contact the Town Manager tomorrow (Maria Davis, Town Manager, fax (561)-881-3314).

The Town sincerely wants to sell you the building. However, the Town has utility costs and insurance costs associated with the existing building. Hurricane season is upon us. The Town needs to move forward.

Sincerely,  
Richard Pittman  
CRA Project Manager



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: June 1, 2011**

**Agenda Item No.**

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

**SUBJECT: Metal Storage Building-115 U.S. HWY.1  
Retraction of Approval of Sale to NuJak Development**

**RECOMMENDED MOTION/ACTION: Retract March 2<sup>nd</sup> Approval of Sale**

**Approved by Town Manager \_\_\_\_\_ Date: \_\_\_\_\_**

**Richard Pittman, CRA Project Manager  
Name/Title**

**May 25, 2011  
Date of Actual Submittal**

<b>Originating Department:</b> <b>Administration</b>	Costs: <b>\$0.00</b>  Funding Source: Acct. #	<b>Attachments:</b> <b>March 2, 2011 Agenda Item Bid Document</b>
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<b>Yes I have notified everyone</b> <b>yes</b> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background: On March 2, 2011 the Town Commission approved the sale of the metal storage building located at 115 U.S. Hwy.1 to NuJak Development Inc. in the amount of \$2,250.00. The contractor has failed to submit a performance bond, submit a check for the purchase and sign the contract. Therefore, Administration is requesting that the approval of the sale of the metal storage building be retracted based on the contractor failing to follow through with the requirements of the bid. The Town will retain the bid bond amount of \$500.00.**

**On February 22, 2011 Mr. Frank Kendrick, President of NuJak Development, submitted a bid proposal based on his client desiring to have the building disassembled and reconstructed at another location. Mr. Kendrick has informed the Town through telephone communication that his client has had trouble securing space to store the dismantled building pieces. NuJak Development has not been able to sign a contract with their client.**

**The most recent telephone communication with Mr. Kendrick stated that he has a potential new client interested in the building. However, as of the submittal date of this agenda item, no written request for a time extension had been received.**

# The Town of Lake Park



"Jewel" of the Palm Beaches

Mr. Frank Kendrick  
NUJAK Development, Inc.  
711 N. Kentucky Avenue  
Lakeland, Fl. 33801

April 15, 2011

Dear Mr. Kendrick:

*your  
File*

Town Bid No.102-2011  
Sale of Surplus Property-Metal Building  
Time Extension for Submittals

This correspondence will serve to make a matter of record that the Town has accepted your request for a time extension of two weeks. The deadline for submittal of the performance bond and certificate of insurance needed for the Town to compile the contract for the referenced Town project will be 5:00 p.m. Wednesday April 27, 2011. Failure to follow thru will result in the bid bond being retained by the Town.

Sincerely,

*Richard Pittman*

Richard Pittman,  
CRA Project Manager

Copy: Town Clerk

Department of Public Works

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**SALE OF SURPLUS PROPERTY  
METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1  
TOWN OF LAKE PARK**

**TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 102-2011**

**Date of Bid Advertisement: January 23, 2011**

PROJECT DATA

Project Title: Sale of Surplus Property  
Metal Storage Building, 115 U.S. Hwy. 1  
Town of Lake Park

Project Number: Town Bid No. 102-2011

Project Location: N.E. Quadrant of Silver Beach Road and U.S. Hwy 1  
(115 U.S. Hwy. 1) Lake Park Florida.

Project Owner: Town of Lake Park

Town Commission: Desca Dubois, Mayor  
Patricia Osterman, Vice Mayor  
Kendall Rumsey, Commissioner  
Steve Hockman, Commissioner  
Jeanine Longtin, Commissioner

Owner's Representative: Maria V. Davis  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: Richard Pittman  
CRA Project Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3347  
Fax: (561)881-3349

END OF PROJECT DATA

## TABLE OF CONTENTS

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Page 25	Technical Specifications
Page 26	Bid Form
Page 27	Schedule of Bid Items
Page 28	Clarification/Exceptions
Page 29	List of Subcontractors
Page 30	Certification of Drug Free Workplace Program
Page 31	List of References
Page 32	Licensed (copies of applicable licenses)
Page 33	Proof of Existing Insurance Coverage

**Separate from bound contract: Plan Sheets as listed on page 5, List of Drawings**

LIST OF DRAWINGS

**SALE OF SURPLUS PROPERTY  
METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1  
TOWN OF LAKE PARK**

TOWN OF LAKE PARK  
TOWN BID NO. 102-2011

SHEET NO.

TITLE

1

Metal Storage Building Site Plan/Notes/Photos

END OF LIST OF DRAWINGS

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**SALE OF SURPLUS PROPERTY  
METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1  
TOWN OF LAKE PARK  
Town Bid No. 102-2011**

The Town of Lake Park has established that the 60'x 80' STEEL BUILDING at the property addressed as 115 U.S. Hwy. 1, Lake Park, Fl. is surplus. The Town seeks to SELL the building "AS-IS" to the highest responsible bidder. If sale is not feasible, a bid to demolish and dispose will be considered. The successful bidder will have sixty calendar days to disassemble and remove from the site.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 A.M., on February 22, 2011, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$15.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, SALE OF SURPLUS METAL BUILDING, Town Bid No. 102-2011, due 11:00 A.M., February 22, 2011.

All bid prices shall be guaranteed firm for a minimum of 45 calendar days after the submission of the bid. No bidder may withdraw his bid within 45 calendar days after the bid opening date.

Bid security in the form of a cashier's check, certified check(s) or money order(s) made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, but net less than \$500.00 will be required. The successful bidder will be required to submit a Performance Bond.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 A.M. on February 22, 2011. Award of bid will be made at a Town Commission meeting.

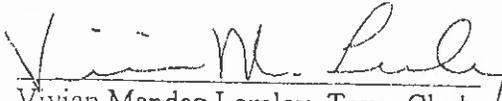
All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

  
Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA

Publish: Palm Beach Post  
January 23, 2011

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**SALE OF SURPLUS PROPERTY  
METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1  
TOWN OF LAKE PARK  
Bid No. 102-2011 , Due 11:00 A.M. Feb. 22, 2011  
Attn: TOWN CLERK**

### PURPOSE OF BID

The sole purpose of this bid is to remove a metal building by sale, providing revenue to the Town for use in providing other improvements to the site toward boat trailer parking. IF sale is not feasible, a bid to demolish and dispose of building, contents and debris within limits of construction will be entertained.

No Bid may be withdrawn for a period of forty-five (45) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to **not** commence work without the following:

1. Submit Performance Bond to the Town in the amount of \$15,000.
2. Submit Insurance Certificate to the Town.
3. Obtain Letter or Permit from Health Department approving disassembly/demolition
4. Apply for and obtain Town permit (no fee)
5. Present a cashier's check, certified check or money order to the Town for the full amount of the agreed purchase price.
6. Fully executed Contract Agreement.
7. Notice to Proceed (NTP) issued from the Town.

## REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)

ONE (1) ORIGINAL OR COPY of the following documents:

- Bid Bond, (see Instructions to Bidders, paragraph 2)

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site (contact Lake Park Public Works tel. (561) 881-3345) to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

### 2. BOND REQUIREMENTS

- A. **BID BOND** - Bidders are required to include bid security in the form of a cashier's check, certified check(s) or money order(s) made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid but not less than \$500.00 will be required. If the security is a bid bond it must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
- B. **PERFORMANCE AND PAYMENT BONDS**- see 'Contract Agreement Information' section.

### 3. **PREPARATION OF BIDS**

- A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

### 4. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF BID**

- A. If the Town chooses to enter into a sales contract, it will be to the highest responsive and responsible Bidder (lowest responsible bidder for demolition contract), or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-highest Bidder, or that Bidder, which in the sole determination of the Town, offers the Town the next-best value and/or the most advantageous opportunity to construct the project.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

8. **RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the

exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

9. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

12. **ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. **DAVIS/BACON ACT**  
NOT APPLICABLE

14. **PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Manager. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

15. **FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**  
NOT APPLICABLE

17. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):**  
**('PUBLIC ENTITY CRIMES')**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. LIQUIDATED DAMAGES

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing.

20. CONTRACT TIME

The time for completion of the contract shall be sixty (60) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

21. PAYMENT

A. PAYMENT TO TOWN FOR PURCHASE

The Contractor to whom the building has been sold, shall upon being notified of the Town Commission approval, shall within fourteen (14) calendar days, complete the following:

1. Submit Performance Bond to the Town in the amount of \$15,000. \* *Cashiers Check is acceptable*
2. Submit Insurance Certificate to the Town.
3. Obtain Letter or Permit from Health Department approving disassembly/demolition
4. Apply for and obtain Town permit (no fee)
5. Present a cashier's check, certified check or money order to the Town for the full amount of the agreed purchase price.

Upon completion of the above, the Town will issue a BILL OF SALE to the Contractor and execute Contract Agreement Form.

B. PAYMENT TO CONTRACTOR IN CONTRACT FOR DEMOLITION

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

22. **APPROVAL OF ACCOUNTING SYSTEM**

NOT APPLICABLE

23. **RIGHT TO INSPECT**

NOT APPLICABLE

24. **RIGHT TO AUDIT RECORDS**

NOT APPLICABLE

25. **ADDITIONAL INFORMATION**

Requests for additional information should be referred to Richard Pittman, CRA Project Manager, at (561)881-3347.

End of Instructions to Bidders

## CONTRACT AGREEMENT INFORMATION

1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. GENERAL CONDITIONS  
NOT APPLICABLE

3. SUPPLEMENTARY GENERAL CONDITIONS  
NOT APPLICABLE

### INSURANCE REQUIREMENTS

#### CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

A. Worker's Compensation:

1. State	Statutory
2. Employer's Liability	\$1,000,000

B. Commercial General Liability:  
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	\$1,000,000.
Annual Aggregate per job/contract	\$2,000,000.

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person \$1,000,000.  
Each Accident \$1,000,000.

2. Property Damage:

Each Occurrence \$1,000,000.

- D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:

Owner -- TOWN OF LAKE PARK

- E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.
- F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881-3314).
- G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.
- H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

### CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the removal and disposal and coordination of the parts of the removal and disposal process without any costs to the Town.

### PERFORMANCE AND PAYMENT BONDS

A Performance bond must be submitted by the Bidder awarded the contract. The Performance Bond shall be in the amount of \$15,000. The Town has agreed to accept a cashier's check in the amount of \$15,000 in lieu of a performance bond. ~~The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount of \$15,000 as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.~~

*RSP*  
17

### HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

### CONTRACT TERMS

The contract shall include, but not be limited to, the following: All terms, conditions, plans, and specifications of this bid.

### WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

### SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until the conditions of Section 21 of this document are complete.**

## SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

## TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

## PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

## MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

**Contract Agreement -PURCHASE**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**SALE OF SURPLUS PROPERTY**  
**METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1, LAKE PARK, FLORIDA**  
**TOWN OF LAKE PARK**  
**TOWN BID NO. 102-2011**

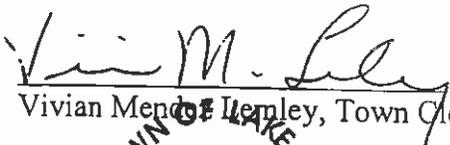
The undersigned (herein Contractor/Purchaser) agrees to purchase from the owner (Town) the 60.5' x 80.3' metal building located at 115 Federal Highway, Lake Park, Fl., located on lots 16-19 inclusive, Block 114, plat of Lake Park, Plat Book 8, page 23.

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and NUJAK DEVELOPMENT, INC. ("Contractor/Purchaser") for the purchase price and conditions in the Contractor's' bid response to the Town's Invitation For Bid No. 102-2011. All terms, conditions, plans and specifications of bid No.102-2011, and contractor's accepted bid, dated 02/21/2011 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The purchase price shall be \$2,250.00.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 2<sup>nd</sup> day of March, 2011: and Mr. Frank Kendrick, President, NUJAK DEVELOPMENT authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

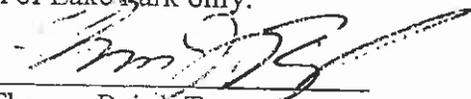
Attest:

  
Vivian Mendez Lemley, Town Clerk



FLORIDA

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By:   
Thomas Baird, Town Attorney

4 day of May, 2011

By:   
Mayor  
4 day of May, 2011

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor/Purchaser:

NUJAK DEVELOPMENT, INC.  
Name of Contractor/Purchaser

Signature

Frank Kendrick, President  
Print Name, Title

2 day of July, 2011

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) :SS

Sworn to and subscribed before me this 2 day of July, 2011 by

Frank Kendrick who (check one) [] is personally known to me or  
[  ] has produced FLORIVERS LLC as identification.



MICHAEL A. EDER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION #EE010702  
EXPIRES 8/12/2014  
BONDED THRU 1-888-NOTARY1

Michael A Eder  
Notary Public, State of Florida

Michael A Eder  
Print or Type Name of Notary Public

My commission expires: 8/12/2014



# TOWN OF LAKE PARK

## FINANCE DEPARTMENT

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### BILL OF SALE

The Town of Lake Park, a Municipal Corporation, (seller), in consideration of Two Thousand Two Hundred Fifty dollars (\$2,250.00), do hereby sell, transfer and convey to NUJAK DEVELOPMENT, INC. (buyer), one 60.5' x 80.3' metal storage building located on the property addressed 115 Federal Highway, Lake Park Fl. 33403.

The Town of Lake Park sale of this metal storage building to NUJAK DEVELOPMENT, INC. is by Town Commission Approval of March 2, 2011 in response to Town Bid No.102-2011, and requirements of the bid documents and subsequent contract stipulating performance requirements.

Dated this \_\_\_\_\_ day of May, 2011.

Seller: Town of Lake Park  
By: \_\_\_\_\_

Buyer: NUJAK DEVELOPMENT, INC.  
By: \_\_\_\_\_  
Frank Kendrick, President



TOWN HALL NATIONAL HISTORIC SITE

# TOWN OF LAKE PARK

## FINANCE DEPARTMENT

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### RECEIPT: CASHIER'S CHECK IN LIEU OF PERFORMANCE BOND-SALE OF METAL STORAGE BUILDING, TOWN BID NO. 102-2011

The Town of Lake Park hereby acknowledges receipt of \_\_\_\_\_  
\_\_\_\_\_ in the amount of \$15,000 as fulfillment of the performance and  
payment bond as stipulated in Town Bid No. 102-2011 and associated contract agreement. The  
Town of Lake Park will return \$15,000 to NUJAK DEVELOPMENT, INC. upon successful  
completion of the contract requirements of Town Bid No. 102-2011.

Returned herewith is a Town of Lake Park check No. \_\_\_\_\_ in the amount of \$500.00  
representing the amount of the bid bond submitted with the bid proposal.

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

## SCOPE OF WORK

- **Submit performance bond, insurance, permits (including any required by State or County), execute Contract.**
- **Arrange for water and electric as needed.**
- **Provide means of controlling dust.**
- **Remove and dispose of materials above ground or concrete slab within limits of construction including flooring material.**
- **Cap or plug sanitary sewer pipes protruding through concrete slab.**
- **Cut and grind flush all protrusion through concrete slab excepting sanitary sewer pipes.**
- **Grade smooth any dirt areas disturbed.**

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

## TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are required to attend the mandatory Pre-bid Meeting. Bidders are encouraged to visit the project site so that local conditions are known and considered.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

**BID FORM: No. 102-2011**  
**SALE OF SURPLUS PROPERTY**  
**METAL STORAGE BUILDING, 115 U.S. HIGHWAY 1**  
**TOWN OF LAKE PARK**

**Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).**

In accordance with the plans and specifications noted in this Bid document, the **LUMP SUM TOTAL BID FOR PURCHASE, REMOVE & DISPOSE IS:**

Two Thousand Two Hundred - fifty and <sup>00</sup>/<sub>100</sub> (\$ 2250.00)

In accordance with the plans and specifications noted in this Bid document, the **LUMP SUM TOTAL BID FOR DEMOLITION & DISPOSE IS:**

\_\_\_\_\_ (\$ \_\_\_\_\_)

Completion: Sixty (60) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

**Required documents attached?**

(Yes or No)

- Schedule of Bid Items \_\_\_\_\_
- Acknowledge Addenda # \_\_\_\_ (if issued) \_\_\_\_\_
- Bid bond (minimum of 5% of total bid (signed) \_\_\_\_\_
- 1 Original and 2 copies of the following: \_\_\_\_\_
- Bid Form (signed) \_\_\_\_\_
- Clarifications/Exceptions \_\_\_\_\_
- List of Subcontractors \_\_\_\_\_
- 'Drug Free Workplace Cert. (signed) \_\_\_\_\_
- List of References \_\_\_\_\_
- Licenses (copies of applicable licenses) \_\_\_\_\_
- Proof of Existing Insurance Coverage \_\_\_\_\_

NAME OF FIRM NUTAK Development, Inc

ADDRESS 777 S. FLAGLER DR.  
WEST PALM BEACH, FL

PHONE# (561) 847-3291 FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) FRANK Kendrick, President

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: 2-21-11 TAX PAYER ID#: \_\_\_\_\_

**SALE OF SURPLUS PROPERTY  
METAL STORAGE BUILDING, 115 U.S. HWY 1  
TOWN OF LAKE PARK BID NO. 102-2011**

**SCHEDULE OF BID ITEMS  
(Complete Only One)**

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL PRICE
1.	<b>Purchase</b> and remove from site incl. all considerations for performance bond, insurance, permits, temporary utilities, dust control.	L.S.	\$ <u>2,250.<sup>00</sup></u>

Written Amount \$ Two Thousand Two Hundred Fifty And <sup>00</sup>/<sub>100</sub>

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL PRICE
1.	<b>Demolish</b> and remove from site incl. all considerations for performance bond, insurance, permits, temporary utilities, dust control.	L.S.	\$ _____

.....

Submitted By: Frank Kendrick

Name of Firm: Nuyak Development, Inc

## CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

\* The concrete Slab & Footings will  
Remain

\* NO Asbestos Removals

\* NO Removal of existing Finishes

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see 'Instructions To Bidders, 3C').

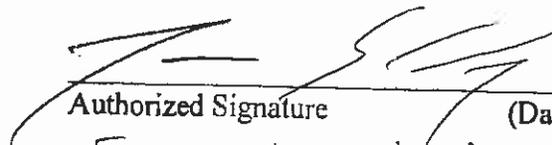
<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) <u>NUJAK Development, Inc</u>	<u>777 S. Flagler Dr</u> <u>W. Palm Beach, FL 33401</u>	<u>301 - 847-3291</u> <u>Frank Kendrick</u>
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Nutak Development, Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Authorized Signature (Date)  
Frank Kendrick, President  
Name & title (typed)

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: MidFlorida Credit Union  
Address: 129 S. Kentucky Ave  
Suite 700  
Lakeland, FL 33801

Point of Contact: Gayle OBrien  
Phone Number: 863-616-2147  
Fax Number: 863-616-9719

---

**REFERENCE #2**

Company/Agency Name: ShiloH M B Church  
Address: PO Box 1649  
Lake Wales FL 33859

Point of Contact: Sammie Hicks  
Phone Number: 863-626-3617  
Fax Number: 863-477-8437

---

**REFERENCE #3**

Company/Agency Name: MT. MORIEL M B Church  
Address: 911 E. Warren St  
Plant City, FL

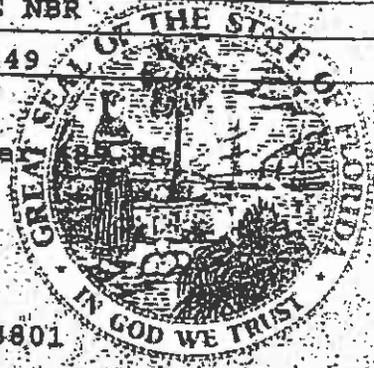
Point of Contact: Rev. Simmon S  
Phone Number: 813-737-1490 or 863-834-4264  
Fax Number: \_\_\_\_\_

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10090103539

DATE	BATCH NUMBER	LICENSE NBR
09/01/2010	108061741	CGC054449

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter  
Expiration date: AUG 31, 2012



KENDRICK, FRANK  
NUJAK DEVELOPMENT INC  
711 N. KENTUCKY AVENUE  
LAKELAND FL 33801

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW

RECEIVED

JUL 13 2011

*Tom Baird*  
Office Of Town Manager

MEMORANDUM

**TO:** Maria Davis, Town Manager  
**FROM:** Richard Pittman, CRA Project Manager *RP*  
**DATE:** July 13, 2011  
**RE:** Bill of Sale for Metal Storage Building

Attached is a BILL OF SALE prepared by Tom Baird associated with the sale of the metal storage building at 115 U.S. Hwy. 1 to Nujak Development. The Town has received a \$15,000 check to serve as the performance and payment bond. The Town has received a check in the amount of \$2,250.00 which is the purchase price of the metal building. The Town has received a signed contract. **The BILL OF SALE can now be executed.**

I presume that you are the person to sign the Bill of Sale. Once signed, the document needs to be notarized. Please return the document to me for transmittal to the contractor. I will include a copy with the signed contract to be filed with the Town Clerk.

Thank you.



Arts  
District



Commerce  
District



Hometown  
District

### MEMORANDUM

**TO:** Anne Costello, Director of Finance  
**FROM:** Richard Pittman, CRA Project Manager *RP*  
**DATE:** July 13, 2011  
**RE:** Sale of Metal Storage Building

Nujak Development is the purchaser of the Metal Storage Building located at 115 U.S. Hwy.1. This is the property acquired for expanded boat trailer parking at the marina. Your office is holding two checks received from Nujak Development. One check is for \$15,000 which is the performance surety assuring that the requirements of the removal of the building are accomplished. The second check in the amount of \$2,250 is for the purchase. **The Town has received the signed contract from Nujak Development for their purchase of the Metal Storage Building. The two checks can now be deposited.** When the project is completed, the Town will need to reimburse Nujak the \$15,000.

Your department prepared and is holding a check in the amount of \$500.00 made out to Nujak Development. This check represents the reimbursement of the \$500 bid bond check submitted with Nujak's bid. **This check for \$500 can now be released.**

Attached is a receipt letter that your department prepared acknowledging receipt of the \$15,000 check and return of the \$500. Please fill in the blanks and send the check with the receipt to Nujak in the attached envelope. I would like a copy of the receipt letter to include with the signed contract to be presented to the Town Clerk.

Thank you.

**BILL OF SALE**

This **BILL OF SALE** is made the 13<sup>th</sup> day of July, 2011, by the TOWN OF LAKE PARK, a Florida municipal corporation, hereinafter referred to as "Seller", to NUJAK DEVELOPMENT, INC., a Florida corporation, having an address of 711 N. Kentucky Avenue, Lakeland, FL 33801, hereinafter referred to as "Buyer", (Wherever used herein the terms "Seller" and "Buyer" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns).

**WITNESS**, that the Seller, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, hereby delivers, grants, bargains, sells, transfers, aliens, remises, releases, conveys and confirms unto the Buyer, the following goods and chattels, located in the County of Palm Beach and State of Florida, to wit:

Metal Storage Building located at 115 Federal Hwy, Lake Park, FL 33403, within the property legally described in Exhibit A attached hereto.

**TO HAVE AND TO HOLD** the same unto the Buyer, its executors, administrators, successors and assigns forever, Seller, for itself, its successors and assigns, does hereby covenant to and with the Buyer, its successors and assigns, that Seller is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Seller has good right to sell the same as aforesaid; and, that Seller will Warrant and defend the sale of the said property, goods and chattels hereby made, unto the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, Seller has hereunto set their hands and seal(s) this 13<sup>th</sup> day of July 2011.

**TOWN OF LAKE PARK**

ATTESTED TO:

BY:

Vivian Lemley  
Vivian Lemley, Town Clerk

By:

W. P. Lewis

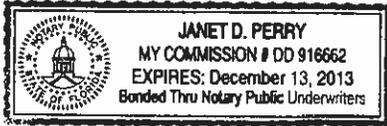
TOWN OF LAKE PARK  
TOWN SEAL  
SEAL

FLORIDA

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2011, by Maria V. Davis, <sup>TOWN</sup> Manager of the Town of Lake Park, Florida. She is personally known to me or has produced a Florida driver's license as identification and did not take an oath.



Janet D. Perry  
Notary Public  
Printed Name Janet D. Perry  
My Commission Expires: 12/13/13

## EXHIBIT A

Portions of Lots 16 through 24 and 28 through 31, Inclusive, Block 114, according to the plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, aforesaid, thence North  $9^{\circ}01'57''$  West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North  $85^{\circ}19'00''$  east along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North  $3^{\circ}07'00''$  West a distance of 100.03 feet, to a point in the Northerly line of Lot 31, aforesaid; thence South  $85^{\circ}19'00''$  West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of  $2^{\circ}27'21''$ , distance of 246.86 feet to the point of intersection of the Easterly right-of-way of said US highway No. 1 and the Northerly right-of-way of Silver Beach Road, thence  $88^{\circ}06'00''$  East along the Northerly right-of-way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North, and having a radius of 262.04 feet, thence Easterly along the arc of said curve through a central angle of  $10^{\circ}55'57''$ , a distance of 50.0 feet to the Point of Beginning.



NUJADEV-01

MJAMES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heacock Insurance Group, Inc. P.O. Box 7788 Sebring, FL 33872	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (863) 385-5171      FAX (A/C, No): (863) 385-4130 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  NuJak Development, Inc. 711 N. Kentucky Ave. Lakeland, FL 33801	<b>INSURER A:</b> Westrope Insurance Mngrs of FL	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			00045270-0	10/6/2010	10/6/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EMX0312203	10/6/2010	10/6/2011	PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Town of Lake Park is listed as an additional insured as respects to General Liability for work performed by named insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





PERMIT # 11-000325

Owner's Name Town of Lake Park  
Owner's Address 535 Park Avenue  
City Lake Park State Fl.  
Contractor's Name NUJAK DEVELOPMENT, INC.  
Contractor's Address 711 N. Kentucky Avenue  
City LAKELAND State Fl.  
Job Address 115 Federal Highway, Lake Park Fl. 33403  
SINGLE FAMILY  DUPLEX  MULTI-FAMILY  RETAIL  OFFICE  INDUSTRIAL  HISTORIC HOME

Permit # 11-000325  
Owner's Phone # (561) 881-3300  
Cell # \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone # (863) 686-1565  
Cell # (863) 409-1007  
Zip 33801

DEVELOPMENT ORDER YES  NO  DATE ISSUED \_\_\_\_\_ EXPIRES \_\_\_\_\_

ESTIMATED VALUE OF CONSTRUCTION \$ 2,250<sup>00</sup> AA

DESCRIPTION OF WORK: DISASSEMBLE METAL BUILDING. REMOVE FROM SITE PER CONTRACT W/TOWN PER BID 102-2011

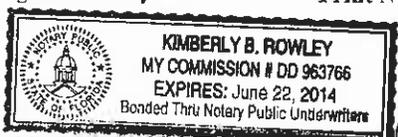
Applicant is hereby required to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all codes, laws, rules, and regulations governing construction in this jurisdiction. I understand that a SEPARATE PERMIT must be secured but not limited to ELECTRICAL, PLUMBING, ROOFING, SIGNS, WELLS, POOLS, WINDOWS, DOORS, WATER HEATERS, GENERATORS, AND AIR CONDITIONING WORK, ETC

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable codes, laws, rules, and regulations governing construction and zoning.

A NOTICE OF COMMENCEMENT IS REQUIRED WHEN BUILDING PERMIT IS ISSUED. A NOTICE OF COMMENCEMENT IS NEEDED WHEN THE VALUE OF CONSTRUCTION EXCEEDS \$2,500.00, AND A NOTICE OF COMMENCEMENT IS NEEDED WHEN A MECHANICAL PERMIT EXCEEDS \$7,500. A NOTICE OF COMMENCEMENT MUST BE RECORDED AT THE PALM BEACH COUNTY COURTHOUSE AND THE ORIGINAL GIVEN TO THE TOWN OF LAKE PARK.

Signature of Property Owner or Authorized Agent [Signature] Date 7/25/11 Print Name of Property Owner or Authorized Agent Nadia Di Tommaso

STATE OF FLORIDA  
COUNTY OF PALM BEACH



The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2011, by Nadia Di Tommaso who is personally known to me or who has produced [Signature] as identification and who did not take an oath

Signature of Contractor [Signature] Date 7/11/2011 Notary Public [Signature] Print Contractor's Name FRANK KENION LLC

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2011, by Frank Kenion LLC who is personally known to me or who has produced [Signature] as identification and who did not take an oath



APPLICATION APPROVED BY [Signature] DATE 7/15/11  
A COPY OF CONTRACT MUST BE PROVIDED BY CONTRACTOR



Rick Scott  
Governor

H. Frank Farmer, Jr., M.D., Ph.D.  
State Surgeon General

July 5, 2011

Mr. Richard Pittman – CRA Project Manager

**Reference:**

**Dismantle of Metal Building  
Town of Lake Park – Boat Trailer Parking  
115 Federal Highway (U.S. 1)  
Lake Park, FL 33403**

LAKE PARK, FLORIDA 33403  
535 PARK AVENUE  
COMMUNITY DEVELOPMENT  
TOWN OF LAKE PARK

OFFICE COPY

Dear Mr. Pittman

This is confirmation that Palm Beach County Health Department (PBCHD), Air Pollution Control Program has reviewed the submitted Asbestos Building Inspection Report and inspected the above facility on June 28, 2011 for demolition compliance. As a result, no violations were noted. Demolition activities may proceed without delay.

Sincerely,  
For the Division Director:

A handwritten signature in cursive script, appearing to read "Jaime Morales".

Jaime Morales, Environmental Specialist  
Division of Environmental Public Health  
Palm Beach County Health Department



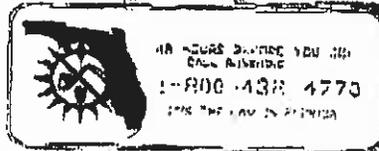
Deactivation of Gas Service Request Form

LAKE PARK COMMUNITY DEVELOPMENT 135 PARK AVENUE LAKE PARK, FLORIDA 33403

(Complete and submit this form to your local FPU Engineering Department.)

Central FL (New Smyrna) 480 S. Highway 17-92 DeBary, FL 32713 Ph# (386)688-2892 Toll Free 888-937-4427 FAX (386)688-2718
South FL 401 S. Dixie Hwy. West Palm Beach, FL 33401 Phone # (561) 832-0872 Fax # (561) 838-1799

Today's Date: 6/21/2011



PLEASE CHECK ONE OF THE FOLLOWING REQUESTS:

- Disconnect and remove all propane tank(s) and facilities.
Disconnect all natural gas facilities located within the entire property listed below.
Only turn off propane or natural gas at meter.
Only turn off and remove meter, other facilities may remain.
Only disconnect facilities within a portion of the property. (Please give additional details or site plan)
Temporary disconnect. Customer requires gas service to be reactivated within six months of disconnection. (A FPU representative will be notified to coordinate proper handling of reconnection)

This is a formal request to disconnect or verify no FPU's gas facilities as indicated above for the location below:

115 U.S. Highway, Lake Park, FL 33403
Single Street Address (Required) City Zip Code

Steel Building
Structure Description, Lot, Block, Subdivision (Optional)

De-construction of building, need shut and release ASAP
Comments (Optional)

Property/Parcel Control Number (PCN) (Not required by FPU)

Requested By: Terry Booty
Printed Name (Required) Signature (Required)

Confirmation of findings is requested to be returned to applicant by one of the following methods within approx. 15 business days:

- Personal Pickup Phone / Cell: (Required) 561-702-6361 / 310-901-0374
Mail Return Address:
Fax Return Fax Number:

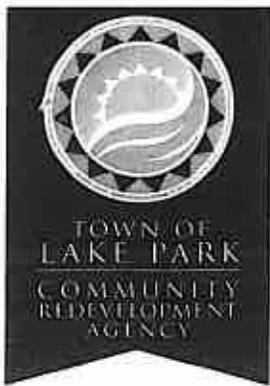
Florida Public Utilities Use Only (below this point)

FPU NATURAL GAS request indicated above has been completed or is not involved within the premises on: 2-15-11
Natural Gas Signature: Signature Title Date

FPU PROPANE GAS request indicated above has been completed or is not involved within the premises on: 7/15/11
Propane Gas Signature: Signature Title Date

B.O.C.O.#: 125-0358 Gas Availability in area SRC Available

OFFICE COPY



TOWN OF LAKE PARK  
COMMUNITY DEVELOPMENT  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403



Arts  
District



Commerce  
District



Hometown  
District

Mike Crisafulle, Building Official  
Town of Lake Park Building Department  
535 Park Avenue  
Lake Park, Fl. 33403

July 15, 2011

Dear Mike:

RE: 115 U.S. Hwy. 1, Lake Park  
Metal Storage Building

The firm of Nujak Development, Inc. has purchased the metal storage building on the Town owned property addressed as 115 U.S. Highway 1. The contract for the purchase requires Nujak to remove the building and two attached structures. The concrete floor slab will remain in place. Nujak will grind down, plug/cap and pipe or conduit that protrude thru the slab.

This letter will serve to certify that specific utilities have been terminated from the building:  
Florida Power and Light has disconnected the electric service wires to the building.  
Seacoast Utilities has disconnected the sanitary sewer and plugged the lateral.  
Seacoast Utilities closed the valves on the fire line in my presence this date.  
There is no Comcast Cable service to the building.  
The telephone cable to the building is inactive and I will disconnect the wire if ATT does not.

The Palm Beach County Health Department has inspected the building and has approved the removal of the building. Letter attached.

Florida Public Utilities has cleared the gas service. Letter attached.

Potable water to the site will remain in service for the purpose of irrigation. The valve at the backflow device will be utilized to control water until another valve is installed or located.

If Nujak Development is properly registered and based on the above, a permit issued to Nujak Development for the removal of the building will be appreciated.

Thank you.

*Richard Pittman*  
Richard Pittman, CRA Project Manager

RECEIVED BY: 11-925  
RECEIVED FOR COMPLIANCE:  
DATE: 7/15/11  
BY: [Signature]

7/27/11

To: Diane

Michelle Brown

From: Urban Farmers [urbanfarmersinc@gmail.com]  
 Sent: Tuesday, July 26, 2011 12:03 PM  
 To: Frank Kendrick  
 Cc: Guichemadaire Batteau  
 Subject: Lake Park De-Construction  
 Frank,

Community Development Department

(Give me a call, please)  
863-686-1565

Michelle  
Thanks

Lake Park building department will not release building permit until we provide the following:

- Occupational Lic
- Copy of Contractors Lic
- Works Comp.
- Gen. Liab

STILL Need

Burges has signed the contract and drafted an addendum. See next email. The dumpster is on site. Last step is the permit.

T. Booty

Town of Lake Park  
535 Park Avenue

Diane  
FAX # 561-881-3323

City - A2  
 City - A10

Community Dev  
 Dept.  
 Processing  
 Contractor



Office of the Mayor of Lake Park  
Community Development Department

CONTRACTORS REGISTRATION APPLICATION

Community

DATE 7/19/11 EMAIL FRANK@NUSAK.COM JUN 20 2011

COMPANY NAME NUSAK DEVELOPMENT

COMPANY ADDRESS 777 S. FLAGLER DRIVE SUITE 800

CITY WEST PALM BCH STATE FL ZIP CODE 33401

COMPANY PHONE 561-847-3291 HOME PHONE 863-680-3437

LIABILITY INSURANCE WESTROPE INS. EXP. DATE 10/6/11

WORKER'S COMP INSURANCE SUNZ INS EXP. DATE 10/29/11

PALM BEACH COUNTY LICENSE 52009 EXP. DATE 9/30/11

STATE CERTIFICATION NUMBER CGC054449 EXP. DATE 8/31/12

QUALIFIERS FRANK KENDRICK

REGISTERED AGENT (If Corporation) \_\_\_\_\_ PHONE \_\_\_\_\_

OWNER OR CORPORATE OFFICER INFORMATION

NAME FRANK KENDRICK

HOME ADDRESS 1720 ITCHEPACKERASSIA DR.

CITY LAKELAND STATE FL ZIP CODE 33810

I certify that the above information is true to the best of my knowledge. I understand that this application is not authorization to conduct business until license herein applied for is issued.

SIGNATURE

PLEASE DO NOT WRITE BELOW THIS LINE

DATE \_\_\_\_\_ RECEIPT # \_\_\_\_\_ RECEIVED BY \_\_\_\_\_



NUJADEV-01

MJAMES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heacock Insurance Group, Inc. P.O. Box 7788 Sebring, FL 33872	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (863) 385-5171      FAX (A/C, No): (863) 385-4130 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b>  NuJak Development, Inc. 711 N. Kentucky Ave. Lakeland, FL 33801	<b>INSURER A:</b> Westrope Insurance Mngrs of FL	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		00045270-0	10/6/2010	10/6/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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					
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		EMX0312203	10/6/2010	10/6/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Town of Lake Park is listed as an additional insured as respects to General Liability for work performed by named insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sunz Insurance Company PO Box 1777 St Petersburg, FL 33731  www.ins4biz.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> 727-497-1247	<b>FAX (A/C No.):</b> 727-497-1280
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> SUNZ Insurance Company		34762
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

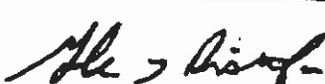
**COVERAGES** **CERTIFICATE NUMBER: 10753779** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDRESS (R/SR, I/O/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCPE000005601	10/29/2010	10/29/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage provided for all leased employees but not subcontractors of: Nujak Properties, LLC  
 Location Effective: 3/11/2011

<b>CERTIFICATE HOLDER</b> 6000  Town of Lake Park 535 Park Avenue Lake Park FL 33403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Glen J Distefano
---	---

AC# 5154243

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10090103819

[REDACTED]		
09/01/2010	308061741	COC054449

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter  
Expiration date: AUG 31 2012



KENDRICK, FRANK  
NUTAR DEVELOPMENT, INC  
711 N. KENTUCKY AVENUE  
LAKELAND, FL 33801

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW

# Consent Agenda

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** August 3, 2011

**Agenda Item No.** *Table*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA**
- Other:

**SUBJECT:** Special Call Commission Meeting Swearing-in Minutes of July 13, 2011

**RECOMMENDED MOTION/ACTION:** To Approve the Special Call Commission Meeting Swearing-in Minutes of July 13, 2011.

Approved by Town Manager *W. G. Lewis* Date: *7/25/11*  
*Kelly Avery - Dep. Town Clerk* Name/Title Date of Actual Submittal *7/18/11*

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

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Commission Meeting**  
**Swearing-in Ceremony**  
**Wednesday, July 13, 2011, 7:00 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, July 13, 2011 at 7:00 p.m. Present were Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Vice-Mayor Rumsey led the Invocation and the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Commissioner Longtin to approve the Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		

Motion passed 3-0

**RESOLUTION:**

**Resolution No. 24-07-11 Accepting the Certified Results of the Special Election.**

**Motion: A motion was made by Commissioner Hockman to approve the Resolution; Commissioner Longtin made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		

Motion passed 3-0

**SWEAR IN CEREMONY:**

Town Clerk Vivian Lemley swore in James DuBois as Mayor and Tim Stevens as Commissioner.

Vice-Mayor Rumsey invited the new Mayor and Commissioner to the dais and were asked to introduce their families in attendance. Mayor DuBois introduced his sister-in-law, Claudette Towne and grandniece, Chloe Towne. Commissioner Stevens introduced his wife, Jennifer Gardner.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Longtin and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 7:08 p.m.

\_\_\_\_\_  
Mayor James DuBois

\_\_\_\_\_  
Town Clerk, Vivian Lemley

\_\_\_\_\_  
Deputy Town Clerk, Kelly Avery

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2011

# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2011

Agenda Item No. Tab 7

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

**SUBJECT:** Resolution Authorizing the Town Manager to Renew for Fiscal Year 2012 Blue Cross Blue Shield Employee Medical Insurance; Lincoln Financial Employee Dental, Life and Accidental Death and Dismemberment, Short-Term Disability, Long-Term Disability Insurance; Humana/CompBenefits for Employee Vision Insurance; and, the Contract with The Center for Family Services for an Employee Assistance Program for Fiscal Year 2012 and Fiscal Year 2013

**RECOMMENDED MOTION/ACTION:** Adoption of Resolution

Approved by Town Manager W. Davis

Date: 7/28/11

Name/Title Buckie McElroy

HR DIRECTOR

Date of Actual Submittal 7/28/11

<b>Originating Department:</b>  Human Resources	Costs: \$ <u>562,535</u> Funding Source: <u>Acct. # funded in various benefit accounts in all budgets.</u>	<b>Attachments:</b> Copy of Resolution, Gehring Group Employee Benefits Insurance Analysis and Recommendation Effective October 1, 2011; and, The Center for Family Services of Palm Beach County, Inc. Fiscal Year 2012/2013 Contract and the Fiscal Year 2011 Contract
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u>AMC 7/28/11</u> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input checked="" type="checkbox"/> Human Resources <u>BMT</u> <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>Yes</u> <u>BMT</u> OR Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:**

The purpose of this item is to provide for the Fiscal Year 2012 renewal of the benefits package which consists of medical insurance, dental insurance, life insurance and accidental death and dismemberment, short-term and long-term disability insurance, vision insurance; and, an Employee Assistance Program for Town employees for Fiscal Year 2012 and 2013.

The provider of the Town's current employee medical insurance is Blue Cross Blue Shield of Florida. Based upon a review of claims paid for the current year and medical insurance cost trends across the State of Florida, Blue Cross Blue Shield of Florida has provided an overall renewal rate to the Town of Lake Park at a 13 percent, or an approximate \$57,122, increase from current Fiscal Year 2011 premiums. Staff is recommending that employee medical insurance through Blue Cross Blue Shield be renewed for Fiscal Year 2012.

The provider of the Town's current employee dental insurance is Lincoln Financial Group. Based upon a review of claims paid over the past two years and by applying the current dental cost trend for similar-sized groups in Florida, Lincoln Financial Group has provided an overall renewal rate to the Town of Lake Park at an 8 percent, or a \$3,039, increase from current Fiscal Year 2011 premiums. Staff is recommending that employee dental insurance through Lincoln Financial Group be renewed for Fiscal Year 2012.

Lincoln Financial Group is also the provider of the Town's current employee life and accidental death and dismemberment, short-term and long-term disability insurance. Based upon a review of claims paid for the current year, there will be no increase in premiums for such coverage over Fiscal Year 2011 premiums. Staff is recommending that employee life and accidental death and dismemberment, short-term and long-term insurance through Lincoln Financial Group be renewed for Fiscal Year 2012.

Humana/Comp Benefits is the provider of the Town's current employee vision insurance, and inasmuch as the Town is entering into the second year of its two-year rate guarantee, there will be no change in premiums for vision for Fiscal Year 2012. Staff is recommending that employee vision insurance through Humana/Comp Benefits be renewed for Fiscal Year 2012.

The attached Employee Benefits Insurance Analysis and Recommendation Effective October 1, 2011 prepared by Gehring Group sets forth analyses of employee medical, dental, life and accidental death and dismemberment, short-term and long-term disability, and vision insurance in greater detail.

The rates and level of services through The Center for Family Services of Palm Beach County, Inc. for administration of the Employee Assistance Program (EAP) remain unchanged from Fiscal Year 2011, and a 10 percent discount has been offered by this provider if the Town renews its contract for the provision of EAP services for Fiscal Year 2012 and Fiscal Year 2013. Staff is recommending renewal of this contract for Fiscal Years 2012 and 2013. As background, attached is a copy of the Town's contract with The Center for Family Services of Palm Beach County, Inc. for Fiscal Year 2011 for EAP services.

**RESOLUTION NO. \*\*\***

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2012 BLUE CROSS BLUE SHIELD EMPLOYEE MEDICAL INSURANCE; LINCOLN FINANCIAL GROUP EMPLOYEE DENTAL, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, SHORT-TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE; HUMANA/COMPBENEFITS EMPLOYEE VISION INSURANCE; AND, A CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM FOR FISCAL YEARS 2012 AND 2013; AND PROVIDING AN EFFECTIVE DATE.**

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

*WHEREAS*; the Town Commission has determined that it will provide the Town’s employees with medical insurance, dental insurance, life and accidental death and dismemberment, short-term disability and long-term disability insurance, and vision insurance coverage for Fiscal Year 2012; and

*WHEREAS*; the Town Commission has determined that it will provide the town’s employees with an employee assistance program for Fiscal Years 2012 and 2013; and

*WHEREAS*; the Town Commission of the Town of Lake Park has reviewed the Employee Benefits Insurance Analysis and Recommendation effective October 1, 2011 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**; and

*WHEREAS*, the Town Commission has determined that it is in the best interest of the Town of Lake Park and to renew for Fiscal Year 2012 its Blue Cross Blue Shield employee medical insurance; its Lincoln Financial Group employee dental, life and accidental death and dismemberment, short-term disability and long-term disability insurance; and, its Humana/CompBenefits employee vision insurance; and

*WHEREAS*, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Years 2012 and 2013 its contract with The Center for Family Services, Inc. for the provision of an Employee Assistance Program. A copy of The Center for Family Services of Palm Beach County, Inc. contract is attached hereto and incorporated herein as **Exhibit “B”**; and

**WHEREAS**, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2012.

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

**Section 1.** The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Commission hereby authorizes and directs the Town Manager to renew its Blue Cross Blue Shield employee medical insurance for Fiscal Year 2012 pursuant to the renewal rate as outlined in the Employee Benefits Insurance Analysis and Recommendation presented by Gehring Group (attached hereto as **Exhibit "A"**).

**Section 3.** The Town Commission hereby authorizes and directs the Town Manager to renew its Lincoln Financial employee dental, life and accidental death and dismemberment, and short-term disability and long-term disability insurance for Fiscal Year 2012 pursuant to the renewal rate as outlined in **Exhibit A**.

**Section 4.** The Town Commission hereby authorizes and directs the Town Manager to renew its Humana/CompBenefits employee vision insurance for Fiscal Year 2012 pursuant to the renewal rate as outlined in **Exhibit A**.

**Section 5.** The Town Commission hereby authorizes and directs the Town Manager to execute the contract (attached hereto as **Exhibit "B"**) with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program for Fiscal Years 2012 and 2013.

**Section 6.** This Resolution shall become effective immediately upon adoption.

EXHIBIT A

# Town of Lake Park



## Employee Benefits

### *Insurance Analysis and Recommendation*

**Effective Date: October 1, 2011**

*Presented by:*

**GEHRING GROUP**  
PROFESSIONAL SERVICES

**11505 Fairchild Gardens Ave., Ste 202  
Palm Beach Gardens, Florida 33410  
Telephone: (561) 626-6797  
Fax: (561) 626-6970  
[www.gehringgroup.com](http://www.gehringgroup.com)**

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<b>Section 4</b> .....	<b>Life Insurance Proposal Analysis</b>
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<b>Section 6</b> .....	<b>Executive Summary of Benefits</b>

## SECTION 1

### Medical Insurance Evaluation

Due to the concern regarding the rising healthcare inflation rate in the State of Florida, as well as the budget reductions facing municipal governments, the Town of Lake Park's agent of record, the Gehring Group, initiated renewal discussions with the Town's current health insurance carrier, Blue Cross Blue Shield of Florida in order to maintain the current benefit structure while reducing the overall renewal impact on a fiscal basis.

The Town selected an alternative medical plan during the 2010/2011 fiscal year renewal due to Blue Cross Blue Shield of Florida's decision to retire their previous plan of five years, resulting in several benefit changes versus the retiring plan. However, the Town still maintains a competitive health insurance plan throughout the County.

Upon review of the plan claims paid for the current year and medical trend costs throughout the state, Blue Cross Blue Shield of Florida has provided an overall renewal to the Town at a 13% increase over current premiums.

The Gehring Group, at the request of Town staff also requested that Blue Cross Blue Shield provide additional quotes for alternative plans with varying benefit design changes. The alternative plan designs provided by Blue Cross Blue Shield of Florida resulted in significant out of pocket costs to the employees while providing minimal cost savings to the Town.

It has been determined that the most viable option for the Town at this time is to renew its current health insurance coverage with Blue Cross Blue Shield of Florida at an overall premium increase of 13%. The fiscal impact is an increase of approximately \$57,122 to the Town effective October 1, 2011 through September 30, 2012.

### Dental Insurance Evaluation

The current dental program is an employer-sponsored program offered through Lincoln Financial Group and consists of a single option Preferred Provider Organization (PPO) dental plan.

Based on a review of the plan claims paid for the past 2 years in which the rates for the Town's dental plan were guaranteed and by applying the current dental cost trend for

groups of similar size in Florida, Lincoln Financial has provided an overall renewal increase to the Town of 8% versus current premiums, which is a fiscal increase of \$3,039 to the Town effective October 1, 2011 through September 30, 2012.

It is recommended that the Town renew its dental insurance program with Lincoln Financial and maintain the current dental plan for the upcoming 2011/2012 plan year.

### **Life Insurance Evaluation**

The Town of Lake Park currently offers basic life and accidental death and dismemberment insurance to all employees, through Lincoln Financial Group, at a benefit amount of one times their annual salary to a maximum of \$50,000. Employees have the option to purchase an additional benefit up to \$250,000.

Upon review of the plan claims paid for the current year, Lincoln Financial Group will not be increasing rates for the 2011/2012 plan year.

It is recommended that the Town renew its life insurance program with Lincoln Financial Group and maintain the current basic life and accidental death and dismemberment insurance through the plan year.

### **Short Term & Long Term Disability Insurance Evaluation**

In addition to the dental and life insurance being offered, Lincoln Financial Group also provides short term and long term disability insurance for the Town's employees.

A review of the plan claims paid for the current year, determined that Lincoln Financial Group will not be increasing rates for the 2011/2012 plan year.

It is recommended that the Town renew its short term and long term Disability insurance programs with Lincoln Financial Group.

### **Vision Insurance Evaluation**

The Town of Lake Park currently offers employees and their dependents vision insurance through Humana / CompBenefits. The Town is entering the second year of its two-year

rate guarantee. Therefore, the current rates for the vision plan will remain unchanged until September 30, 2012.

It is recommended that the Town renew its vision insurance program with Humana / CompBenefits and maintain the insurance through the 2011/2012 plan year.

**SECTION 2**

**Medical Insurance Proposal Analysis**

Town of Lake Park  
 Medical Insurance Renewal Evaluation  
 Effective Date: October 1, 2011



Current

Renewal

SCHEDULE OF BENEFITS	BlueCross BlueShield of Florida BlueOptions PPO Plan 3766		BlueCross BlueShield of Florida BlueOptions PPO Plan 3766		
	In Network	Out of Network	In Network	Out of Network	
<b>Plan Basics</b>	Unlimited		Unlimited		
Lifetime Maximum	Unlimited		Unlimited		
Calendar Year Deductible					
Single	No Deductible	\$500	No Deductible	\$500	
Family	No Deductible	\$1,500	No Deductible	\$1,500	
Out of Pocket CYM	<i>Includes Copays, CYD &amp; Coinsurance; Excludes Rx</i>		<i>Includes Copays, CYD &amp; Coinsurance; Excludes Rx</i>		
Single	\$2,500	\$5,000	\$2,500	\$5,000	
Family	\$5,000	\$10,000	\$5,000	\$10,000	
Coinsurance	20%	50%	20%	50%	
<b>Physician Services</b>					
Primary Care Physician	\$20	CYD then 50%	\$20	CYD then 50%	
Specialist	\$40	CYD then 50%	\$40	CYD then 50%	
Maternity (Initial Visit Only)	\$40	CYD then 50%	\$40	CYD then 50%	
Chiropractic Services	\$40	CYD then 50%	\$40	CYD then 50%	
Laboratory Services	\$50	CYD then 50%	\$50	CYD then 50%	
Advanced Imaging	\$150	CYD then 50%	\$150	CYD then 50%	
<b>Special Services</b>					
Durable Medical Equipment	20%	CYD then 50%	20%	CYD then 50%	
Home Health Care	20%	CYD then 50%	20%	CYD then 50%	
Skilled Nursing Facility	20%	CYD then 50%	20%	CYD then 50%	
Hospice	20%	CYD then 50%	20%	CYD then 50%	
<b>Hospital Services</b>					
Inpatient Hospital	\$600 / \$1,000	CYD then 50%	\$600 / \$1,000	CYD then 50%	
Outpatient Hospital	\$200 / \$300	CYD then 50%	\$200 / \$300	CYD then 50%	
Emergency Room	\$100	\$100	\$100	\$100	
Physician Services	No Charge	No Charge	No Charge	No Charge	
Urgent Care	\$45	CYD then 50%	\$45	CYD then 50%	
Outpatient Therapy	\$45 / \$60	CYD then 50%	\$45 / \$60	CYD then 50%	
<b>Mental Health/Substance Abuse</b>					
Inpatient Hospital	No Charge	50%	No Charge	50%	
Outpatient Services	No Charge	50%	No Charge	50%	
<b>Pharmacy Plan</b>					
Generic		\$10		\$10	
Preferred Brand		\$30		\$30	
Non Preferred Brand		\$50		\$50	
Self Injectables		N/A		N/A	
Mail Order Copay		2.5x Retail		2.5x Retail	
	<b>Total Cost</b>	<b>Town Cost</b>	<b>Total Cost</b>	<b>Town Cost</b>	
Employee	28	\$617.38	\$617.38	\$697.58	\$697.58
Employee + Spouse	8	\$1,370.60	\$993.99	\$1,548.63	\$1,123.11
Employee + Child(ren)	3	\$1,123.64	\$870.51	\$1,269.60	\$983.59
Family	7	\$1,895.38	\$1,256.38	\$2,141.57	\$1,419.58
Monthly Premium		\$44,890.02	\$36,644.75	\$50,721.07	\$41,404.88
Annual Premium		\$538,680.24	\$439,737.00	\$608,652.84	\$496,858.50
\$ Increase		N/A	N/A	\$69,972.60	\$57,121.50
% Increase		N/A	N/A	13.0%	13.0%

**SECTION 3**

**Dental Insurance Proposal Analysis**

**Town of Lake Park**  
**Dental Insurance Renewal Evaluation**  
**Effective Date: October 1, 2011**



**CURRENT**

**RENEWAL**

SCHEDULE OF BENEFITS	LINCOLN FINANCIAL GROUP DentalGuard Select		LINCOLN FINANCIAL GROUP DentalGuard Select	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
<b>Plan Basics</b>				
Calendar Year Maximum	\$1,000		\$1,000	
Deductibles				
Single	\$25	\$50	\$25	\$50
Family	\$75	\$150	\$75	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes
<b>Benefits</b>				
Preventative	100%	100%	100%	100%
Basic	95%	80%	95%	80%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%
<b>Service Information</b>				
Out of Network Benefits				
Payable Level	90% UCR		90% UCR	
Waiting Period for Major Services	None		None	
Endodontics/Periodontics				
Payable Level	Basic		Basic	
Rate Guarantee	expires 9/30/2011			
Employee	25	\$35.88	\$38.75	
Employee + Family	22	\$103.08	\$111.33	
<b>Monthly Premium</b>		<b>\$3,164.76</b>	<b>\$3,418.01</b>	
<b>Annual Premium</b>		<b>\$37,977.12</b>	<b>\$41,016.12</b>	
<b>\$ Increase</b>		<b>N/A</b>	<b>\$3,039.00</b>	
<b>% Increase</b>		<b>N/A</b>	<b>8.0%</b>	

**SECTION 4**

**Life Insurance Proposal Analysis**

**Town of Lake Park**  
**Life and AD&D Evaluation**  
**Effective Date: October 1, 2011**



*Current*

*Renewal*

Schedule of Benefits	Lincoln Financial Group	Lincoln Financial Group
Class 1 - Town Manager	1x annual salary to a maximum of \$150,000	1x annual salary to a maximum of \$150,000
Class 2 - All other eligible employees	1x annual salary to a maximum of \$50,000	1x annual salary to a maximum of \$50,000
Class 3 - Mayor & Commissioner	1x annual salary to a maximum of \$50,000	1x annual salary to a maximum of \$50,000
<b>AD&amp;D Benefits</b>		
Loss of Life	2x Principal Sum	2x Principal Sum
Loss of 1 Member (Hand, Foot or eye)	Principal Sum	Principal Sum
Loss of 2 or more Members	2x Principal Sum	2x Principal Sum
Air Bag Benefit	\$10,000 or 10% of Principal Sum, whichever is less.	\$10,000 or 10% of Principal Sum, whichever is less.
<b>Features</b>		
Waiver of Premium	Included	Included
Conversion Privilege	Included	Included
Age Reduction Schedule	Age 65 - 65% of original amount Age 70 - 50% of original amount Age 75 - 35% of original amount	Age 65 - 65% of original amount Age 70 - 50% of original amount Age 75 - 35% of original amount
Seat Belt Benefit	\$10,000 or 10% of Principal Sum, whichever is less.	\$10,000 or 10% of Principal Sum, whichever is less.
Rate Guarantee Period	thru 10/1/2011	24 Months
Basic Term Life Rate / \$1,000	\$0.29	\$0.29
AD&D Rate / \$1,000	\$0.04	\$0.04
Total Rate / \$1,000	\$0.33	\$0.33
Estimated Volume	\$2,305,000	\$2,305,000
<b>Monthly Premium</b>	<b>\$749.13</b>	<b>\$749.13</b>
<b>Annual Premium</b>	<b>\$8,989.50</b>	<b>\$8,989.50</b>
<b>Total \$ Increase</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Total % Increase</b>	<b>N/A</b>	<b>0.0%</b>

**SECTION 5**

**Disability Insurance Proposal Analysis**

**Town of Lake Park**  
**Short & Long Term Disability Evaluation**  
**Effective Date: October 1, 2011**



*Current*

*Renewal*

Schedule of Benefits	Lincoln Financial Group	Lincoln Financial Group
<b>STD Core Benefit</b>		
All Eligible Employees	70% of weekly earnings	70% of weekly earnings
Elimination Period	15 days Sickness & Accident	15 days Sickness & Accident
Duration of Benefit	13 weeks	13 weeks
Benefit Maximum	\$1,200 Weekly Benefit Maximum	\$1,200 Weekly Benefit Maximum
Rate Guarantee Period	thru 10/1/2011	24 Months
STD Rate / \$10	\$0.54	\$0.54
Estimated Volume	\$29,970	\$29,970
<b>Monthly Premium</b>	<b>\$1,618.38</b>	<b>\$1,618.38</b>
<b>Annual Premium</b>	<b>\$19,420.56</b>	<b>\$19,420.56</b>
<b>STD \$ Increase</b>	<b>N/A</b>	<b>\$0.00</b>
<b>STD % Increase</b>	<b>N/A</b>	<b>0%</b>
<b>LTD Core Benefit</b>		
All Eligible Employees	60% of monthly earnings	60% of monthly earnings
Elimination Period	90 days	90 days
Own Occupation Period	24 months	24 months
Duration of Benefit	SSNRA	SSNRA
<b>Features</b>		
Maximum Monthly Benefit	\$5,000	\$5,000
Mental Illness Limitation	24 months	24 months
Pre-Existing Condition Limitation	3/12	3/12
Survivor Benefit	3x monthly benefit	3x monthly benefit
Rate Guarantee Period	thru 10/1/2011	24 Months
LTD Rate / \$100	\$0.46	\$0.46
Estimated Volume	\$181,593	\$181,593
<b>Monthly Premium</b>	<b>\$835.33</b>	<b>\$835.33</b>
<b>Annual Premium</b>	<b>\$10,023.93</b>	<b>\$10,023.93</b>
<b>LTD \$ Increase</b>	<b>N/A</b>	<b>\$0.00</b>
<b>LTD % Increase</b>	<b>N/A</b>	<b>0%</b>
<b>Total Monthly Premium</b>	<b>\$2,453.71</b>	<b>\$2,453.71</b>
<b>Total Annual Premium</b>	<b>\$29,444.49</b>	<b>\$29,444.49</b>
<b>Total \$ Increase</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Total % Increase</b>	<b>N/A</b>	<b>0.0%</b>

## SECTION 6

# Executive Summary of Benefits

Town of Lake Park  
Plan Cost Comparison  
Effective Date: October 1, 2011



CURRENT

Renewal

Medical		Blue Cross & Blue Shield of FL			Blue Cross & Blue Shield of FL		
		Total	Employer	Employee	Total	Employer	Employee
Employee	28	\$617.38	\$617.38	\$0.00	\$697.58	\$697.58	\$0.00
Employee + Spouse	8	\$1,370.60	\$993.99	\$376.61	\$1,548.63	\$1,123.11	\$425.52
Employee + Child(ren)	3	\$1,123.64	\$870.51	\$253.13	\$1,269.60	\$983.59	\$286.01
Family	7	\$1,895.38	\$1,256.38	\$639.00	\$2,141.57	\$1,419.58	\$722.00
<b>Total Medical Premium</b>	<b>46</b>						
Monthly Premium		\$44,890.02	\$36,644.75	\$8,245.27	\$50,721.07	\$41,404.88	\$9,316.16
Annual Premium		\$538,680.24	\$439,737.00	\$98,943.24	\$608,652.84	\$496,858.50	\$111,793.86
\$ Increase / Decrease		N/A	N/A	N/A	\$69,972.60	\$57,121.50	\$12,850.62
% Increase / Decrease		N/A	N/A	N/A	13.0%	13.0%	13.0%
Dental		Lincoln Financial Group			Lincoln Financial Group		
		Total	Employer	Employee	Total	Employer	Employee
Employee	25	\$35.88	\$35.88	\$0.00	\$38.75	\$38.75	\$0.00
Family	22	\$103.08	\$35.88	\$67.20	\$111.33	\$38.75	\$72.58
<b>Total Dental Premium</b>	<b>47</b>						
Monthly Premium		\$3,164.76	\$1,686.36	\$1,478.40	\$3,418.01	\$1,821.25	\$1,596.76
Annual Premium		\$37,977.12	\$20,236.32	\$17,740.80	\$41,016.12	\$21,855.00	\$19,161.12
\$ Increase / Decrease		N/A	N/A	N/A	\$3,039.00	\$1,618.68	\$1,420.32
% Increase / Decrease		N/A	N/A	N/A	8.0%	8.0%	8.0%
Vision		Humana / CompBenefits			Humana / CompBenefits		
		Total	Employer	Employee	Total	Employer	Employee
Employee	25	\$4.52	\$4.52	\$0.00	\$4.52	\$4.52	\$0.00
Family	22	\$17.22	\$4.52	\$12.70	\$17.22	\$4.52	\$12.70
<b>Total Vision Premium</b>	<b>47</b>						
Monthly Premium		\$491.84	\$212.44	\$279.40	\$491.84	\$212.44	\$279.40
Annual Premium		\$5,902.08	\$2,549.28	\$3,352.80	\$5,902.08	\$2,549.28	\$3,352.80
\$ Increase / Decrease		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00
% Increase / Decrease		N/A	N/A	N/A	0%	0%	0%
STD		Lincoln Financial Group			Lincoln Financial Group		
Benefits Volume			\$29,970			\$29,970.00	
Rate			0.54			0.54	
<b>Total STD Premium</b>							
Monthly Premium			\$1,618.38			\$1,618.38	
Annual Premium			\$19,420.56			\$19,420.56	
\$ Increase / Decrease			N/A			\$0.00	
% Increase / Decrease			N/A			0%	
LTD		Lincoln Financial Group			Lincoln Financial Group		
Benefits Volume			\$181,593			\$181,593	
Rate			\$0.46			\$0.46	
<b>Total LTD Premium</b>							
Monthly Premium			\$835.33			\$835.33	
Annual Premium			\$10,023.93			\$10,023.93	
\$ Increase / Decrease			N/A			\$0.00	
% Increase / Decrease			N/A			0%	
Life / AD&D		Lincoln Financial Group			Lincoln Financial Group		
Benefits Volume			\$2,305,000			\$2,305,000	
Basic Term Life Rate			\$0.29			\$0.29	
AD&D Rate			\$0.04			\$0.04	
<b>Total Life / AD&amp;D Premium</b>							
Monthly Premium			\$749.13			\$749.13	
Annual Premium			\$8,989.50			\$8,989.50	
\$ Increase / Decrease			N/A			\$0.00	
% Increase / Decrease			N/A			0%	
<b>Total Benefits Premium</b>		<b>Total</b>	<b>Employer</b>	<b>Employee</b>	<b>Total</b>	<b>Employer</b>	<b>Employee</b>
Monthly Premium		\$51,749.45	\$41,746.38	\$10,003.07	\$57,833.75	\$46,641.40	\$11,192.32
Annual Premium		\$620,993.43	\$500,956.59	\$120,036.84	\$694,005.03	\$559,696.77	\$134,307.78
\$ Increase / Decrease		N/A	N/A	N/A	\$73,011.60	\$58,740.18	\$14,270.94
% Increase / Decrease		N/A	N/A	N/A	11.8%	11.7%	11.9%

THE CENTER FOR FAMILY SERVICES  
OF PALM BEACH COUNTY, INC.  
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2011 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2011 and ending September 30, 2013, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our three locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$709.80 or \$2,839.20 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' three locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, the employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

**B. Notice**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie  
Chief Executive Officer  
The Center for Family Services  
4101 Parker Avenue  
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

**C. Application of Florida Law**

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

**D. Counterparts**

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

**E. Assignment**

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

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

TOWN OF LAKE PARK

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

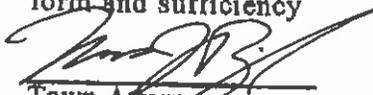
Its: \_\_\_\_\_  
"the Company"

THE CENTER FOR FAMILY SERVICES OF  
PALM BEACH COUNTY, INC.

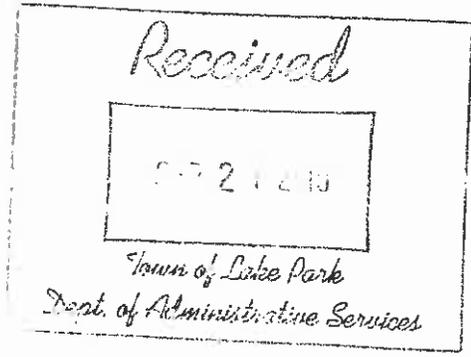
By: \_\_\_\_\_  
Chief Executive Officer

"CFS"

Approved as to legal  
form and sufficiency

  
Town Attorney

*Copy*



THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,  
INC.  
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 21st day of August 2010 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

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1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our three locations.

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Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.75 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$787.50.00 or \$3,150.00 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and

income tax laws, with respect to CFS's engagement by the Company under this agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' three locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and

such term or condition except to such extent or in such application, shall not be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner  
Human Resource Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie  
Executive Director  
The Center For Family Services  
4101 Parker Avenue  
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

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

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company

may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

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

TOWN OF LAKE PARK

WITNESSES:

(1) Bonnie McElhinna-Suma by: W. J. Davis  
Its TOWN MANAGER  
"the Company"

THE CENTER FOR FAMILY SERVICES OF  
PALM BEACH COUNTY, INC.

(1) Mary Ann Mayo By: Darla Heshe  
Executive Director  
"CFS"

# TAB 8



Town of Lake Park Town Commission

Agenda Request For

Meeting Date: August 3, 2011

Agenda Item No. *Tab 8*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

**SUBJECT:** Resolution to Grant a Flowage Easement to Congress Avenue Properties, LTD. and the Northern Palm Beach County Improvement District, across Watertower Road.

**RECOMMENDED MOTION/ACTION:** Approval of Resolution.

Approved by Town Manager *David Hunt* Date: *7/29/11*  
 David Hunt/Public Works Director *DH* July 27, 2011  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b> Public Works	Costs: None	<b>Attachments:</b> Resolution Easement Agreement w/ Exhibit
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <u>(See Attached)</u> <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"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input checked="" type="checkbox"/> Public Works <u><i>DH</i></u> <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone <u><i>DH</i></u> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** In 2003, Palm Beach County deeded the recently constructed Watertower Road extension to the Town of Lake Park. This connected the

western terminus of the Town's existing right-of-way (ROW) to Congress Avenue. The roadway construction interrupted the southerly flow of the Town's drainage ditch which carried stormwater from the western business district to the C-17 canal. To maintain this flow-way, a 72 inch concrete culvert pipe was designed and placed beneath and perpendicular to the new roadway.

In order to develop the vacant parcels on either side of Watertower Road, two wet retention ponds were constructed to accept the anticipated stormwater runoff generated by large commercial buildings and their parking lots. These ponds were connected to each other through the Watertower Road culvert. There are no records of the developer seeking permission from the Town or the County to allow the passage of the accumulated stormwater across the Watertower ROW on its way to the C-17 regional drainage canal.

Congress Avenue Properties LTD. (CAP, LTD.) currently owns this drainage system but wants to give it to the Northern Palm Beach County Improvement District (NPBCID) so that the ponds can be incorporated into the regional drainage basin maintained by the NPBCID. As the NPBCID prepared to take control of the subject property, it realized that an easement had never been granted for the flow of the stormwater beneath Watertower Road.

The purpose of this item is to grant the Flowage Easement to CAP, LTD. and NPBCID which will enable these two entities to conclude the transfer of the subject property. The granting of this Flowage Easement by the Town is a housekeeping measure which will not result in any additional liability or responsibility being incurred by the Town.

## David Hunt

---

**From:** Baird, Thomas J. <tbaird@jones-foster.com>  
**Sent:** Wednesday, July 20, 2011 3:46 PM  
**To:** Kenneth W Edwards (edwards@caldwellpacetti.com); David Hunt  
**Subject:** 1B7468603 - RESOLUTION  
**Attachments:** 1B7468603.DOC.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I corrected the one errant parenthesis (by adding another one). It is good to go. Dave – can you add the Exhibit A?

**RESOLUTION NO. 26-08-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A FLOWAGE EASEMENT WITH CONGRESS AVENUE PROPERTIES, LTD. AND THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Town has agreed to grant The Northern Palm Beach County Improvement District (NPBCID) and Congress Avenue Properties, Ltd. (CAP, LTD) a perpetual non-exclusive flowage easement (Flowage Easement) for the purpose of allowing an uninterrupted passage of water from NPBCID's upstream surface water system in, on, over, through and across that certain parcel of real property owned by the Town which is described in Exhibit "A" (Easement Property) attached hereto; and

**WHEREAS**, the NPBCID shall have the right, but not the obligation, to repair any deterioration, damage and/or washouts to and/or removal of debris from the Easement Property to the extent reasonably necessary in order to allow the free flowage and uninterrupted passage of water in, on, over, through and across the Easement Property; and

**WHEREAS**, NPBCID shall have the right, but not the obligation, to repair any deterioration, damage and/or washouts to and/or removal of debris from the Easement Property to the extent reasonably necessary in order to allow the free flowage and uninterrupted passage of water in, on, over, through and across the Easement Property; and

**WHEREAS**, The Town represents and warrants to the NPBCID that the Town is in

exclusive possession of the Easement Property and that it has good and lawful right to grant this easement; and

**WHEREAS**, the Town grants this Flowage Easement subject only to comprehensive land use plans, zoning, and any restrictions, prohibitions or other requirements imposed by governmental authority which are of record; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to enter into the Flowage Easement.

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

**SECTION 1.**

The whereas clauses are hereby incorporated herein and are true and correct.

**SECTION 2.**

The Mayor is hereby directed and authorized to execute the Flowage Easement between the Town, CAB, LTD, and NPBCID, a copy of which is attached hereto and incorporated herein.

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

This Instrument Prepared by  
and to be Returned to:

Thomas J. Baird, Esq.  
Jones, Foster, Johnston & Stubbs, P.A.  
801 Maplewood Drive, Suite 22-A  
Jupiter, FL 33458

### FLOWAGE EASEMENT

THIS FLOWAGE EASEMENT shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, and is being made and entered into by and between the TOWN OF LAKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 535 Park Avenue, Lake Park Florida 33403, (hereinafter referred to as TOWN or, the "Grantor"), Congress Avenue Properties, LTD., a Florida Limited Partnership, (CAP, LTD), whose street address is 4500 PGA Blvd., Suite 207, Palm Beach Gardens, FL 33418 and to Northern Palm Beach County Improvement District (NORTHERN), whose street address is 359 Hiatt Drive, Palm Beach Gardens, FL 33418. (CAP, LTD and NORTHERN shall be collectively referred to herein as the "Grantees").

### WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantees, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual non-exclusive Flowage Easement (Easement) for the purpose of allowing an uninterrupted passage of water from the Grantee's upstream surface water system in, on,

over, through and across that certain parcel of real property owned by the Grantor which is described in Exhibit "A" attached hereto (the "Easement Property").

The Grantees shall have the right, but not the obligation, to repair any deterioration, damage and/or washouts to and/or removal of debris from the Easement Property to the extent reasonably necessary in order to allow the free flowage and uninterrupted passage of water in, on, over, through and across the Easement Property.

The Grantor represents and warrants to the Grantees that Grantor is in exclusive possession of the Easement Property and that it has good and lawful right to grant this easement. The Grantor hereby grants this easement subject only to comprehensive land use plans, zoning, and any restrictions, prohibitions or other requirements imposed by governmental authority which are of record.

The Grantor shall not grant any rights in or to the Easement Property or construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the Grantees under this Easement.

The Grantees shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided. The Grantees shall not intentionally allow or permit the discharge of any pollutants into the Easement Property and hereby agree to hold the Grantor harmless from any such discharge.

The Grantees covenant and agree to indemnify, defend, save and hold harmless the Grantor, its successors and assigns from and against any and all loss, damage, cost and expense, including reasonable attorneys' fees, arising out of personal injury or death or damage to or loss of property resulting from the negligence of the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees in the use of or presence on

the Easement Property. With respect to NORTHERN, this indemnification is limited to the extent it may do so without losing or reducing the limitations upon liability afforded to a sovereign entity under applicable law, including limitations imposed by Section 768.28, Florida Statutes.

This Easement shall be effective as of the last date it is signed by both of the parties hereto and shall continue until Grantees terminate their rights herein provided by written notice to the Grantor, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement.

This Easement shall run with the land and shall be binding upon the Grantor, all parties entitled to use or possession of the Easement Property by or through the Grantor, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this Easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this easement on the day and year hereinafter set forth.

Executed by GRANTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESS:

TOWN OF LAKE PARK

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
James Dubois, Mayor

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(Print Name)

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

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by JAMES DUBOIS in his capacity as the Mayor of the Town of Lake Park, Florida. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public  
Commission Number:  
My Commission Expires:

Executed by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESS:

CONGRESS AVENUE PROPERTIES, LTD  
a Florida limited partnership

\_\_\_\_\_  
Signature

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

By: Perpetuities Trust Holdings, LLC, a Florida limited liability company, the sole general manager

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ in his capacity as \_\_\_\_\_. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public  
Commission Number:  
My Commission Expires:

Executed by GRANTEE, this 27<sup>th</sup> day of July, 2011.

WITNESS:

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT, an Independent  
Special Taxing Unit

Kathleen E. Brunk  
\_\_\_\_\_  
(Signature)

Kathleen E. Brunk  
\_\_\_\_\_  
(Print Name)

Laura L. Ham  
\_\_\_\_\_  
(Signature)

Laura L. Ham  
\_\_\_\_\_  
(Print Name)

By: Adrian M. Salee  
\_\_\_\_\_

ATTEST:

By: Susan P. Scheff  
\_\_\_\_\_

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and executed before me this 27<sup>th</sup> day of July, 2011, by ADRIAN M. SALEE in his capacity as Vice-President. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid, this 27<sup>th</sup> day of July, 2011.

(NOTARY'S SEAL)



Susan P. Scheff  
\_\_\_\_\_  
Notary Public  
Commission Number: EE098751  
My Commission Expires: 08/18/2015

# EXHIBIT "A"

## LAND DESCRIPTION: 30' FLOWAGE EASEMENT

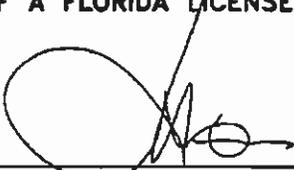
BEING A STRIP OF LAND 30 FEET IN WIDTH, LYING IN SECTION 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND BEING A PORTION OF WATER TOWER ROAD AS CONVEYED IN OFFICIAL RECORDS BOOK 10739, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF CONGRESS AVENUE RETAIL, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 111, PAGES 117 AND 118 PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 87°55'03" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WATER TOWER ROAD, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 02°20'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID WATER TOWER ROAD; THENCE NORTH 87°55'03" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°20'17" EAST, A DISTANCE OF 100.00 FEET, TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 87°55'03" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES, MORE OR LESS

## CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



WILBUR F. DIVINE  
PROFESSIONAL LAND SURVEYOR & MAPPER  
LICENSE NO. 4190, STATE OF FLORIDA  
DATE: 07-27-11

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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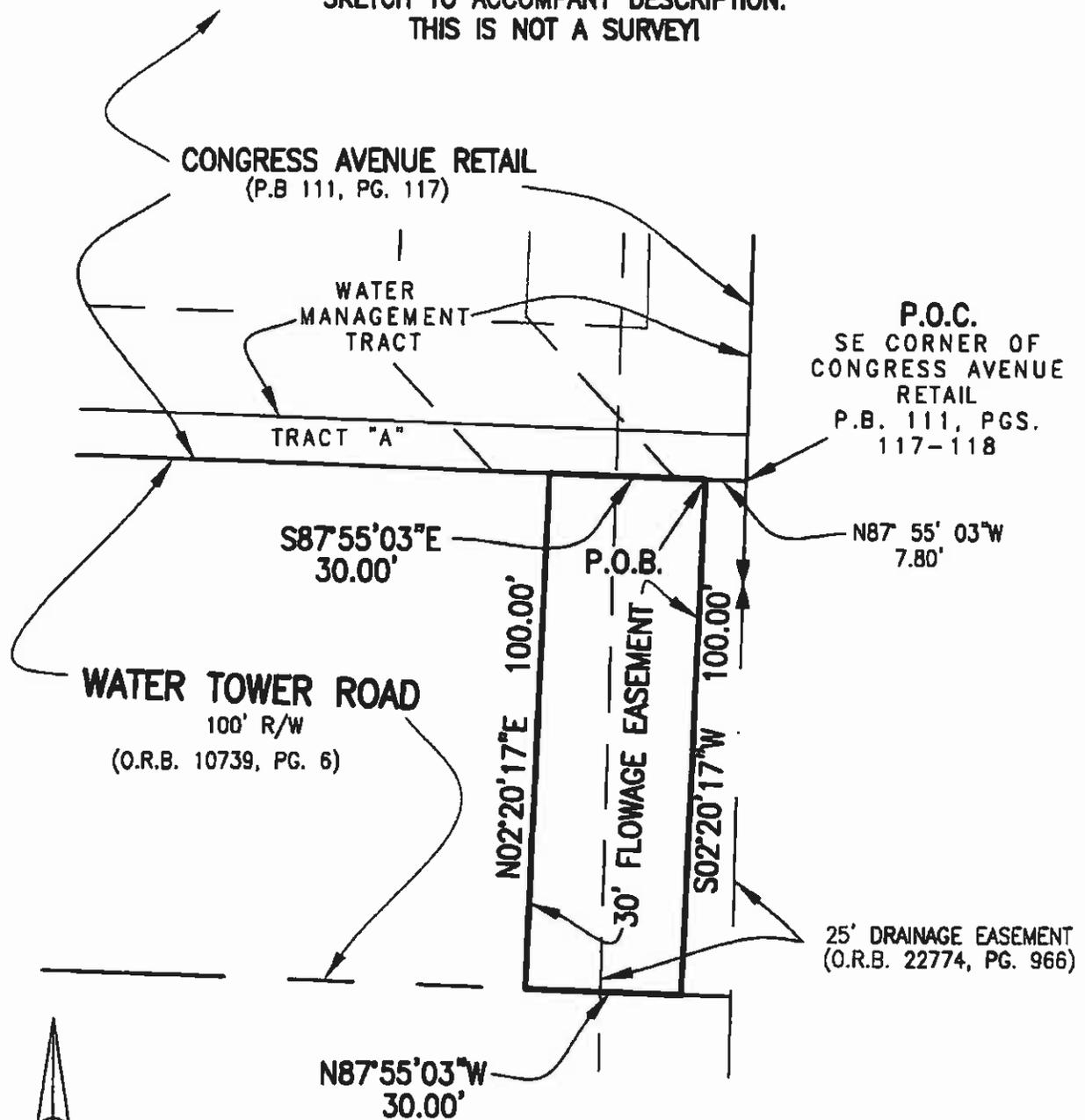


2081 Vista Parkway  
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751  
www.arcadis-us.com

11/7082	PROJECT MANAGER WFD	DEPARTMENT MANAGER RWL	SCALE:	CHECKED BY WFD
	SHEET TITLE SKETCH OF DESCRIPTION 30' FLOWAGE EASEMENT WATER TOWER ROAD		DATE: 07-27-11	DRAWN BY WFD
	SHEET 1 of 2		PROJECT NUMBER WF059000	DRAWING NUMBER WF0590SD49-1

**EXHIBIT "A"**  
**SKETCH TO ACCOMPANY DESCRIPTION.**  
**THIS IS NOT A SURVEY!**



SCALE: 1" = 30'

**LEGEND:**

- P.B. - PLAT BOOK
- PGS. - PAGES
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- R/W - RIGHT-OF-WAY

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ARCADIS U.S., Inc.  
 2021 Vista Parkway  
 West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751  
 www.arcadis-us.com

PROJECT MANAGER WFD	DEPARTMENT MANAGER RWL	SCALE: 1" = 30'	CHECKED BY WFD
SHEET TITLE SKETCH OF DESCRIPTION 30' FLOWAGE EASEMENT WATER TOWER ROAD		DATE: 07-27-11	DRAWN BY WFD
SHEET 2 of 2		PROJECT NUMBER WF059000	DRAWING NUMBER WF0590SD48-1

# TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2011

Agenda Item No. Tab 9

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

**SUBJECT:** K-MART PROPERTY REZONING

**RECOMMENDED MOTION/ACTION:**

APPROVAL OF REZONING FROM C-1 TO PUD, WITH APPLICABLE WAIVERS.

Approved by Town Manager *U. Davis* Date: 7/29/11

Name/Title: Nadia Di Tommaso, Community Development Director Date of Actual Submittal: 07/27/2011 *ND*

<b>Originating Department:</b> <b>Community Development</b>	Costs: \$ <b>Advertisement Fee &amp; Certified Mail (\$240.37)</b>  Funding Source: <b>Applicant</b>  Acct. # <b>4026</b>	<b>Attachments:</b> -Staff Report and Exhibits -Justification Statement from Applicant  -Ordinance -Legal Notice  <i>(Plans were submitted at 1<sup>st</sup> reading)</i>
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <u>TJB</u> <input checked="" type="checkbox"/> Community Development <b>ND</b> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: <u>7/24/2011</u> Paper: <u>Palm Beach Post</u> <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 <u>ND</u> OR Not applicable in this case _____  <b>Please initial one.</b>

**Summary Explanation/Background:**

Town Code Section 78-77 allows for the creation of a PUD (Planned Unit Development) District. The Applicant, SC Lake Park Associates LLLP, is requesting to rezone the subject site, the K-Mart property, from a C-1 (Commercial-1) to PUD. The PUD District allows the Applicant to apply for waivers to the land development regulations contained within the underlying C-1 Zoning District and to the Northlake Boulevard Overlay Zone (NBOZ). The assignment of PUD zoning to the site together with the approval of the numerous proposed waivers requested will transform the site from an existing legal nonconforming use to a conforming use.

The property was built more than 40 years ago, which has resulted in the nonconforming status of the site. A property is unable to subdivide while nonconformities exist onsite. In order for this subdivision to take place, all existing nonconformities onsite must receive waivers through the PUD process. The PUD process was partly established for the purpose of allowing for this flexibility while ensuring a Unity of Control is in place to allow for consistent management and development of the site.

The Town will continue to have complete control over the site. For example, if the site is zoned PUD with waivers, and K-Mart decides to add a 15,000 square foot addition to the building in the future, the existing waiver to parking and landscaping, which would currently be in place, would only apply as a "minimum".

**Attached is a copy of the STAFF REPORT which addresses this item in further detail.**

**Staff Recommendation: Approval subject to the conditions of approval found in the staff report.**

Town of Lake Park  
Community Development Department



**Meeting Date: August 3, 2011**

**From: Nadia Di Tommaso, Community Development Director**

---

**To: Town Commission**

**Re: K-Mart Retail Plaza Rezoning**

---

**REQUEST:**

Gentile Holloway O'Mahoney & Associates, Inc., as the agent for the applicant, SC Lake Park Associates LLLP ("Applicant"), has requested the rezoning of the Kmart property which consists of approximately 15.991 acres of developed land ("Property"). The Property is located on the southwest corner of Northlake Boulevard and Old Dixie Highway. The Applicant requests that Property be rezoned from C-1 Commercial Zoning to a Planned Unit Development (PUD) Zoning District. The Property has a Future Land Use designation of "Commercial." Either the C-1 Commercial District or the PUD Zoning District would be consistent with the Future Land Use Designation of Commercial. It should also be noted that the Property is within the Northlake Boulevard Overlay Zone (NBOZ).

The PUD District allows for an overall site to be defined using a Unity of Control and allows the Applicant to apply for waivers of the land development regulations contained within the C-1 Zoning District. The Unity of Control document ensures that if the property is subdivided, one single entity remains responsible for the coordinated development or redevelopment of the Property. Unlike a regular zoning district, the PUD Zoning District establishes the setbacks, height restrictions and other land development regulations which will govern the development or redevelopment of the site. However, the C-1 District regulations will continue to apply until waivers are requested and approved for development of a parcel within the newly created PUD. At this time, no development is being proposed, rather, the Applicant is only seeking a rezoning from C-1 to the PUD Zoning District and the establishment of a Unity of Control for the entire site. Apparently, the Applicant intends to subdivide the Property creating parcels which would not otherwise have been able to meet the regulations of the C-1 Zoning District. In addition, the anchor tenants onsite-Staples, K-Mart and Chick-Fil-A, who currently lease from SC Lake Park Associates LLLP, would then have the opportunity to own their respective sites rather than leasing them, which these tenants see as beneficial. The property would be subdivided into Parcel A, B and C while retaining similar uses as outlined in **Exhibit "C"**. The Applicant believes that creating separate parcels which will then be taxed separately will facilitate the Property's redevelopment and later result in an increase of the assessed value of the Property.

The creation of a PUD with waivers would transform the Property from its current status as a legal **nonconforming** use to a conforming use. If the property were to continue in its legal nonconforming use status, this could prohibit its redevelopment because the Town Code does not permit the expansion of a legal nonconforming use. Although there are no immediate plans for redevelopment, the assignment of PUD zoning to the property is more likely to facilitate future redevelopment. The PUD zoning district allows the developer or re-developer greater flexibility in the organization of uses, parking and open space on the property. However, the **Town Commission retains ultimate control over any proposed redevelopment of the property.**

In order to reflect the existing conditions on the Property, the Applicant is requesting waivers as part of the PUD. The waivers from the Code's land development regulation of the C-1 zoning district are identified in the table below.

### PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	XXX	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
3. Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(h)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ) 122 trees (LP)	85 Buffer Tree

## PLANNING & ZONING BOARD RECOMMENDATION:

### PLANNING & ZONING APRIL 4<sup>TH</sup>, 2011 MEETING:

***At the April 4<sup>th</sup> Planning & Zoning Board meeting, the Board had two major concerns and requested a continuance:***

- (1) The lack of visual content in the plans to facilitate the visualization of the waivers being requested.
- (2) The Applicant should provide additional landscaping (or other) to the property as a benefit to the Town, in order to minimize the waivers being requested.

Staff received the "Waiver Location Plan". This plan better visualized the waivers being requested.

In reviewing the *Waiver Location Plan*, staff remained of the opinion that the rezoning to PUD would provide the Applicant with greater flexibility if the property redeveloped in whole, or in part in the future. The waivers being requested are to both the Town Code and the Northlake Boulevard Overlay Zoning District (NBOZ), including: (a) to the number of parking spaces required for the shopping center; (b) the provision of a minimum number of shade trees and their spacing within parking areas; (c) the number of required shade trees and the provision of landscape islands within the shopping center's parking lot; (d) buffer trees along the shopping center's perimeter and the width of that buffer; (e) a landscaped buffer for the shopping center's trash collection site. All the waivers apply to the existing conditions only and will act as "minimums" for future development. No development is currently being proposed.

The numerous waivers being requested are a consequence of the K-Mart Plaza having been developed over a span of almost 40 years, during which time the Town's land development regulations have been modified. The effect on the K-Mart Plaza has been to render the development within the K-mart Plaza nonconforming with respect to many of these land development regulations. During the years that the K-mart Plaza added new uses, the owner of the shopping center was apparently never required to meet the Town's existing land development regulations for landscaping and parking, nor was the owner required to make any improvements to mitigate or reduce the degree of the deficiencies in landscaping, parking, or buffers existing on the site. These improvements typically become part of a new plan for development.

As noted above, the Town Code prohibits the expansion of the site because it is a legal nonconforming use (as referenced above) with the Code and NBOZ. Thus, without some change to the existing land development regulations, the owner cannot expand the site because of the existing deficiencies in parking and landscaping. The rezoning of the K-mart Plaza to a PUD, with waivers, would eliminate any nonconformities onsite, thereby allowing the property to expand,

and/or redevelop in the future. The rezoning to PUD may encourage future reinvestment and redevelopment of the site.

Staff agreed with the Board that additional landscaping should be provided to the site in exchange for the granting of the numerous waivers requested.

The PUD Code is specific and it states under Section 78-77 4(a):

*"A pre-existing commercial development may convert its site to a PUD in order to provide the subdivision of individual lots within the boundaries of the newly created PUD. Such a request shall not be required to conform to the regulations of this subsection 4, as part of such a request as long as no development is proposed. Any development or future development within the PUD site shall conform to the regulations in this subsection 4, and all other applicable provisions of the PUD regulations as set forth here."*

Subsection 4 refers to the development standards, such as site configuration, density, architectural standards and so on, which are required for any new development within the PUD.

### **PLANNING & ZONING MAY 2<sup>nd</sup>, 2011 MEETING:**

The Planning & Zoning Board recommended **approval** with the inclusion of a condition requiring the Applicant to add landscaping in the form of additional plantings to the hedge lines along the south and west property lines. The Applicant agreed to adding more plants and since the meeting has already filled in those areas with landscape that is consistent with the existing material.

### **TOWN COMMISSION JULY 13<sup>TH</sup>, 2011 MEETING:**

The Town Commission recommended approval 3-1 with no additional conditions. Commissioner Hockman abstained from voting.

### **STAFF RECOMMENDATION:**

**APPROVAL** of the rezoning from the C-1 District to the PUD District. The staff also recommends approval of the waivers requested in **Exhibit "B"**.

### **CONSISTENCY WITH SURROUNDING LAND USES**

The surrounding properties all have Future Land Use designations of "Commercial" or "Commercial/Light Industrial". The property to the west is a Target store and is zoned PUD. The property to the east is developed with a gas station and convenience store and is zoned "C-1". The properties to the south are light industrial in nature and zoned "C-4". The properties to the north are located in Palm Beach County and have been developed with commercial uses.

This request for a PUD is consistent with the Town's Comprehensive Plan, specifically, Future Land Use Policy 1.4 which requires all parcels of land to be kept consistent with the "Commercial" land use by which this parcel is defined. The subject site does not intend to deviate from this designation and currently houses only commercial uses which are consistent with the Comprehensive Plan as well as with the surrounding area.

### **CONSISTENCY WITH FUTURE LAND USE POLICY**

The application is also consistent with Future Land Use Policy 1.5 because it promotes development and redevelopment activities which can substantially increase the Town's tax base: In approving this PUD, the site will enable the Applicant who now owns the Property to subdivide. The subdivision of the Property is perceived by the Applicant as a means to facilitate the redevelopment of the Property thereby increasing its assessed value. Presumably this will increase the Town's tax base.

### **CONSISTENCY WITH PALM BEACH COUNTY TRAFFIC CONCURRENCY ORDINANCE**

The Property has previously been determined to meet the County's Traffic Concurrency Ordinance. However, any future development will be presented to the Town and if certain thresholds are exceeded as part of a development or redevelopment application, the application will be required to demonstrate that it meets the County's Traffic Concurrency Ordinance, as applicable at the time of submittal.

### **STAFF RECOMMENDATION**

Town staff recommends that the Town Commission grant **APPROVAL** of the rezoning from the C-1 District to the PUD District with the following conditions of approval:

- 1) The PUD is bound by the Unity of Control Document as outlined in **Exhibit "A"**.
- 2) All proposed waivers in **Exhibit "B"** shall be approved.
- 3) All underlying regulations in the C-1 that are not otherwise modified and approved as part of the PUD, shall apply to the PUD.
- 4) Approval of the requested waivers is applicable to the existing conditions only. Any and all significant future development will require the Applicant to follow development regulations in the Town Code as well as those directed by the respective Boards, specifically for the reinvestment of parking and landscaping to the site.
- 5) Any redevelopment of the Property shall meet Palm Beach County's Traffic Concurrency Ordinance, as applicable at the time when it is proposed.
- 6) Any revisions to the approved Site Plan, shall be submitted to the Community Development Department and shall be subject to its review and approval.

- 7) The K-Mart Plaza Rezoning shall be in compliance with the plans on file with the Town's Community Development Department or authorized revisions as noted below:
  - a. Site Development Plan as sheet SP-1, dated 05-12-2011 prepared by Gentile Holloway O'Mahoney & Associates, Inc. who is the Planner of record for the Project.
  - b. Survey Plans as sheet S-1, S-2, and S-3, dated 05-06-2011 prepared by ATLA/ACSM Land Title Survey, as surveyor of record for the Project.
  - c. Waiver Location Plan as sheet WP-1, dated 05-12-2011 prepared by Gentile Holloway O'Mahoney & Associates, Inc. who is the Planner of record for the Project.
- 8) **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Project and billed to the Owner or Applicant shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the automatic revocation of any and all land development approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.

**Exhibit "A"**

**Unity of Control**

**DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL  
FOR THE  
PLAZA AT LAKE PARK**

Prepared By/Record and Return To:

Andrew K. Fritsch, Esq.  
Broad and Cassel  
1 North Clematis St., Ste. 500  
West Palm Beach, FL 33401

**DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL  
FOR THE PLAZA AT LAKE**

THIS DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL FOR THE PLAZA AT LAKE PARK (this "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by SC LAKE PARK ASSOCIATES, LLLP., a Florida limited liability limited partnership, the fee simple owner of the real property described in Article II, which hereby declares that such property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, easements set forth below and is subject to all of the provisions hereof.

**ARTICLE I**

**DEFINITIONS**

The following terms as used herein shall have the meanings as set forth below:

- A. "Building" - the separate, free standing improvements constructed on the Properties.
- B. "Common Areas" - shall mean and refer to all portions of the Properties depicted on the Site Plan attached hereto as Exhibit "A" as parking areas, driveways, drive aisles, landscaping areas, street lights, and other improvements outside the boundaries of the Buildings, which are intended for the common use and enjoyment of the owners as set forth herein. The Common Areas shall not include any portions of the Buildings. The description of portions of the Properties as Common Areas shall not affect the fee simple ownership of the property upon which such Common Areas are located. The rights and obligations with respect to those Common Areas are in the nature of easements only.
- C. "Owner of Lot A" - SC LAKE PARK ASSOCIATES, LLLP, a Florida limited liability limited partnership, its successors and assigns, if such successor or assignee acquires Lot A, as described in Exhibit "B" attached hereto and is designated as such by Owner of Lot A or if such successor or assignee acquires Lot A by foreclosure or deed in lieu of foreclosure and opts to succeed to the Owner of Lot A's rights. The Owner of Lot A may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Owner of Lot A as to those rights which may have been assigned to them.
- D. "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes purchases, guarantees or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the Loted States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of the Owner of Lot A, whether or not such holder would otherwise be considered an Institutional Lender.

- E. "Lot" – a platted lot according to the Plat.
- F. "Owners" - the record owner(s), whether one or more persons or entities, of the fee simple title to a Lot.
- G. "Plat" – the subdivision plat for the Plaza at Lake Park, P.U.D., as recorded in the Public Records for Palm Beach County, Florida.
- H. "Project" – the Plaza at Lake Park.
- I. "Property" and/or "Properties" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

## ARTICLE III

### EASEMENTS

Section 1. Owners' Easements. Each Owner of a Lot and each tenant, agent and invitee of such Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, parking areas, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Owners, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the several Owners and each Owner shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts. Further, each Owner shall have a perpetual easement for parking in the designated parking areas as reflected on the Plat, subject to such reasonable restrictions imposed by the Owner of Lot A, provided further that the parking shall be controlled by the Owner of Lot A to the extent necessary for the parking areas as a whole and with respect to any particular occupant of any part of the Properties to meet the parking requirements of the Town of Lake Park. In no event shall any Owner be entitled to alter its use of its Lot or the occupancy of any Building on its Lot without first complying with the applicable parking requirements and any development order and/or P.U.D. approval issued by the Town of Lake Park, and without first obtaining the written consent of the Owner of Lot A to such change where such change would result in an increase in demand for parking spaces.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Properties, when necessary for the service of the Properties or additional lands for which Owner of Lot A holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Assignment of Owner of Lot A's Rights. The Owner of Lot A shall have the right to assign to any other person or entity any or all of the Owner of Lot A's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Properties. In the event of an assignment, the assignee shall not be liable for any action of a prior Owner of Lot A. Acquisition, development or construction lenders acquiring title to the Properties or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Owner of Lot A's rights. Such acquisition, development or construction lender shall have the right to assign the Owner of Lot A's rights to a subsequent purchaser, regardless of whether or not the Owner of Lot A's rights were assumed by that lender.

#### ARTICLE IV

Section 1. Creation of the Common Area and Responsibility Therefor.

A. The Owner of Lot A, its successors and assigns, shall keep and maintain the Common Areas in a good condition consistent with Class A retail shopping center in Palm Beach County and in compliance with all applicable governmental regulations from time to time in effect. Except in the event of an emergency, the Owner of Lot A shall give the Owner of Lot B and the Owner of Lot C not less than ten (10) days prior written notice before performing any material repairs or replacements costing in excess of \$10,000. The Owner of Lot A agrees to use reasonable efforts to minimize the disruption to ingress and egress while performing such maintenance and repairs.

B. The Owner of Lot A shall advance the costs of maintaining and repairing the Common Area and the Owners shall be responsible for paying such costs of maintaining and repairing the Common Area in the following percentages:

Owner of Lot A	41.42%
Owner of Lot B	56.21%
Owner of Lot C	2.37%

Reimbursement to the Owner of Lot A for such costs shall be made by the Owner of Lot B and Owner of Lot C for their pro rata share of such costs within thirty (30) days of submittal of an invoice respecting such work and their pro rata share.

C. Notwithstanding Section 1-B above, if any damage to the Common Area is caused as a result of the negligence and/or willful misconduct of the Owner of Lot A, Owner of Lot B or the Owner of Lot C, the responsible Owner shall pay one hundred (100%) percent of the cost of repair therefore.

D. Any amounts not paid within thirty (30) days of submittal of an invoice under Sections 1-B or 1-C above, and any other amounts due under any provision of this Declaration, shall bear interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by law, whichever is lower).

Section 2. Covenant for Maintenance Assessment.

A. The Owner of each Lot within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owner of Lot A; (i) all charges in accordance with Section 1 above, (ii) Insurance premium charges in accordance with Section 3 to be established and collected as hereinafter provided, and (iii) fines and charges as may be established and implemented from time to time by the Owner of Lot A in accordance with this Declaration. The charges pursuant to this Section 2 and any Insurance Premium charges imposed pursuant to Section 3 below are herein jointly referred to as "Assessments." The Assessments, fines and other charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a lien upon the Lot, which lien shall attach upon the recording in the public records of Palm Beach County, Florida, of a claim of lien, specifying the amount of the lien then due, together with reasonable attorneys' fees, costs and interest thereon, which claim of lien shall be signed by the Owner of Lot A or an appropriate officer thereof. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the Assessment or other charge fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 2 D below.

B. The Assessments levied by the Owner of Lot A shall be used for the specific purposes set forth in this Declaration.

C. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Owner of Lot A may bring an action at law against Owner or foreclose the lien against the Lot and the Owner of such Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

D. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage encumbering the Property or any portion thereof. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

Section 3. Insurance.

A. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each maintain throughout the term hereof commercial general liability insurance naming the other Owners as additional insureds and certificate holders, with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence. Such insurance policy: (a) shall be with a company licensed to do business in the State of Florida and such insurance company shall have a minimum rating of "A-" Class X or better by Best's Insurance Key Rating Guide published by A.M. Best Company and a Standard and Poor's rating group (claims paying ability) rating of AA or better; (b) shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the other Owners, except in the event of a monetary default, in which case the prior written notice may be no less than ten (10) days; and (c) shall provide by endorsement for a waiver of all rights of subrogation against the other Owners. Each Owner's policy shall be primary insurance with regard to occurrences that take place on each Owner's respective Lot. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each deliver to the other Owners from time to time or upon request a certificate of insurance evidencing the existence and amount of such policy; and, upon request, a certificate naming the respective Owner's lender and/or property manager as additional insured(s) and certificate holder(s).

B. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C may elect to jointly purchase insurance in satisfaction of the provisions of Section 3-A above. In addition, in the event that the Owner of Lot B or the Owner of Lot C or both shall fail to obtain the insurance required pursuant to Section 3-A, the Owner of the Lot A shall have the right to obtain such insurance for all of the Owners. In either such event, the Owner of Lot A shall be responsible for forty one and 42/100 percent (41.42%), the Owner of Lot B shall be responsible for fifty-six and 21/100 percent (56.21%), and the Owner of Lot C shall be responsible for two and 37/100 percent (2.37%), of the cost and expense therefor.

Section 4. Building Maintenance. The maintenance of the Buildings and such improvements to and portions of the Lots serving only that particular Lot shall be the complete maintenance responsibility of the owner(s) thereof. Owners shall maintain the Building(s) in a neat and orderly manner and to reasonable standards as may be established by the Owner of Lot A from time to time.

Section 5. Rules and Regulations. The Owner of Lot A, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in this Declaration, and suspension of the right to vote on any matters calling for a vote hereunder. The Owner of Lot A shall, in addition, have the power to seek relief in any court for violations of this Declaration or the rules and regulations, or to abate nuisances.

Section 6. Exclusive and Prohibited Uses. The Owner of Lot A has established a list of exclusive uses for the Properties and/or portions thereof as specified on such list. Such list also includes a list of uses which are prohibited on the Property and no Owner may allow any portion of its Lot to be used for any such prohibited use. The list of exclusive and prohibited uses is attached hereto as Exhibit "C" (the "List of Uses"). The Owner of any Lot within the subdivision owns and holds its Lot subject to the List of Uses and may not use or allow to be used any part of its Lot, or the improvements thereon, for any listed prohibited use or for any use specified in the List of Uses as an

exclusive use assigned to another Lot or portion thereof. The List of Uses may be amended as set forth in Article VI, Section 3 below. Any such amendment or modification need not be recorded in the Public Records in order to be effective and binding on the Owner of the Lots.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Architectural Powers. For so long as the Owner of Lot A owns any portion of the Property, the Owner of Lot A shall have all powers as set forth in this Article V.

Section 2. Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, wall, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas, or Building exterior, or improvements dealing with the Lot's structural integrity, or the Owner's Lot, unless the owner first obtains the written approval of the Owner of Lot A to do the same (which approval may not be unreasonably withheld) except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of the same. It is the intention of the Owners to maintain a common exterior appearance of Buildings and not to materially alter the same. Any changes which would reasonably be deemed to constitute a material change to the exterior of any Building, specifically including, but not limited to, (a) changes in the color of the exterior and (b) any such exterior changes, the cost of which exceeds Ten Thousand Dollars (\$10,000), shall require the approval of the Owner of Lot A.

Section 3. Owner of Lot A's Consent. Any request by an Owner for approval by the Owner of Lot A of any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Owner of Lot A may deem reasonably necessary in connection with its determination as to whether or not it will approve the same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot. The Owner of Lot A shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after a full and complete request for such consent is made in writing to the Owner of Lot A, and in the event the Owner of Lot A fails to disapprove any request within such thirty (30) day period, the request shall be deemed approved and upon request the Owner of Lot A shall give written notice of such approval. In consenting to any plans or specifications, the Owner of Lot A may condition such consent upon changes being made to the same. If the Owner of Lot A consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Owner of Lot A, and subject to any conditions of the Owner of Lot A's approval. Any and all improvements shall be subject to any and all applicable governmental approvals, including, but not limited to, approval by the Town of Lake Park, Florida.

Section 5. No Liability. The Owner of Lot A (or any Owner) shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Owner of Lot A shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects,

or in fact meet any standards, guidelines and/or criteria of the Owner of Lot A, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Owner of Lot A shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 6. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Owner of Lot A, as the case may be, or is not made in strict conformance with any approval granted by the Owner of Lot A, the Owner of Lot A shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Owner of Lot A, and the Owner of Lot A may pursue injunctive relief or any other legal or equitable remedy available to the Owner of Lot A in order to accomplish such purposes. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of Lot A or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 100% of the Lots and an instrument signed by the then Mortgagees of 100% of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Any such termination shall be subject, however, to the prior approval of the Town of Lake Park.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended only by the written consent of all of the Lot Owners. Every amendment must have the written joinder and consent of the Owner of Lot A for so long as the Owner of Lot A owns any portion of the Properties. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 5. Modifications. No modifications to the Common Area, including without limitation the erection of signs or other improvements not heretofore existing on the date hereof, shall be erected or constructed in the Common Area without the written approval of Owner of Lot A.

Section 6. Granting of Additional Rights. No Owner may grant easements, or additional rights in and to the Common Area without the express written permission of the other Owners.

Section 7. Eminent Domain. In the event the whole or any part of the Common Area shall be taken by eminent domain or similar authority of law, the award for the value of the land and improvements so taken shall belong to the parties hereto in the same proportion as provided for respective maintenance responsibility in Article IV, Section 1-B above.

Section 8. Successor in Interest and Other Parties. The obligations and covenants hereunder are not personal to the Owners, but run with the title to the Property and all portions thereof and are appurtenant to title within the Property and all portions thereof. Therefore, this Declaration shall be binding upon the successors in interest in title of the Owners, together with their respective successors and assigns, including, without limitation, all subsequent Owners whether or not so expressed in the instrument of conveyance or any other instrument.

Section 9. Waiver. Failure of an Owner to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Owner's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Declaration.

EXECUTED on the date first above written.

Signed, sealed and delivered  
in the presence of:

SC LAKE PARK ASSOCIATES, LLLP,  
Florida limited liability limited partnership

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

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

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

Title: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, as \_\_\_\_\_ of SC LAKE PARK ASSOCIATES, LLP, a Florida limited liability limited partnership, on behalf of the foregoing limited liability partnership. He is personally known to me OR has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**JOINDER AND CONSENT BY MORTGAGEE**

The undersigned Mortgagee does hereby join in and consent to the foregoing Declaration of Restrictions, Cross Access and Parking Easements for the Plaza at Lake Park and agrees that the lien of the following described collateral documents and any other security or financing agreements held by said Mortgagee on said property, or any portion thereof, are hereby subject, subordinate and inferior to this Declaration, as may be amended or supplemented from time to time, said collateral documents being described as follows, all of which have been recorded in the Public Records of Palm Beach County, Florida: (a) that certain Mortgage, \_\_\_\_\_ recorded \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; (b) that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; and (c) that certain UCC-1 Financing Statement recorded \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_.

The undersigned has caused this Joinder and Consent by Mortgagee to be executed by its duly authorized officer this \_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

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

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2010 before me, the undersigned officer, personally appeared \_\_\_\_\_, who is personally known to me, and who executed the foregoing instrument, as \_\_\_\_\_ of \_\_\_\_\_. The servicer and attorney-in-fact for \_\_\_\_\_ and acknowledged to and before me that he/she executed such instrument as such officer, and that said instrument is the free act and deed of \_\_\_\_\_ as said servicer and attorney in fact.

[SEAL]

Notary Public - State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF RESTRICTIONS, CROSS ACCESS AND PARKING EASEMENTS FOR**  
**THE PLAZA AT LAKE PARK**

PROPERTY SUBJECT TO DECLARATION

LEGAL DESCRIPTION:

All of the Plat of 6801 Lake Worth Road as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, formerly described as follows:

LOT A:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°19'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 506.72 FEET; THENCE SOUTH 01°29'28" WEST, A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 13.77 FEET; THENCE SOUTH 50°30'01" EAST, A DISTANCE OF 8.41 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 5.18 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 16.10 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 9.00 FEET, THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY LINE OF LAKE PARK ROAD WEST, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317, OF SAID PUBLIC RECORDS; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF SAID PUBLIC RECORDS, A DISTANCE OF 146.20 FEET; THENCE SOUTH 74°59'30" EAST, ALONG THE SOUTH LINE OF LOT 121, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10888, PAGE 1537 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 51.39 FEET TO A POINT OF 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20; THENCE SOUTH 88°29'40" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 121, A DISTANCE OF 159.76 FEET TO A POINT BEING AT THE INTERSECTION OF A LINE 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 AND TO A LINE BEING 200.00 FEET WEST OF THE WESTERLY R/W LINE OF DIXIE HIGHWAY AS MEASURED ALONG THE LAST DESCRIBED COURSE; THENCE

SOUTH 14°56'40" EAST ALONG A LINE PARALLEL TO SAID WESTERLY R/W LINE OF DIXIE HIGHWAY, A DISTANCE OF 127.06 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SAID WESTERLY R/W LINE OF SAID DIXIE HIGHWAY; THENCE SOUTH 14°56'40" EAST ALONG THE WESTERLY R/W LINE OF DIXIE HIGHWAY, A DISTANCE OF 501.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE NORTH 88°29'28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 759.44 FEET; THENCE NORTH 01°29'05" EAST, A DISTANCE OF 304.04 FEET; THE LAST DESCRIBED COURSE BEING ALONG A SOUTHERLY EXTENSION OF THE WEST EXTERIOR WALL AND THE NORTHERLY EXTENSION OF THE EXISTING ONE STORY COMMERCIAL (BIG K-MART) BUILDING; THENCE NORTH 88°30'36" WEST, A DISTANCE OF 10.92 FEET; THENCE NORTH 01°29'28" EAST, A DISTANCE OF 302.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 383,484 SQUARE FEET OR 8.804 ACRES MORE OR LESS.

TOGETHER WITH:

LOT B:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°19'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 172.30 FEET; THENCE SOUTH 76°01'30" EAST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 109.76 FEET, THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUGHT RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317 OF SAID PUBLIC RECORDS, THENCE SOUTH 01°30'20" WEST, A DISTANCE OF 143.00 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 143.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG SAID SOUTH RIGHT-OF-WAY-LINE, A DISTANCE OF 23.96 FEET; THENCE SOUTH 01°29'28" WEST, A DISTANCE OF 302.15 FEET; THENCE SOUTH 88°30'36" EAST, A DISTANCE OF 10.92 FEET; THENCE SOUTH 01°29'05" WEST, A DISTANCE OF 304.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20, THE LAST DESCRIBED COURSE BEING ALONG THE NORTHERLY EXTENSION OF THE WEST EXTERIOR WALL AND THE SOUTHERLY EXTENSION OF SAID WEST EXTERIOR WALL OF THE EXISTING

ONE STORY COMMERCIAL (BIG K-MART) BUILDING; THENCE NORTH 88°29'28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 514.90 FEET TO A POINT ON THE WEST LINE OF NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE NORTH 01°19'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 615.17 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 288,332 SQUARE FEET OR 6.619 ACRES MORE OR LESS.

TOGETHER WITH:

LOT C:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°17'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 172.30 FEET; THENCE SOUTH 76°01'30" EAST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 109.76 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°29'40" EAST, A DISTANCE OF 159.00 FEET, THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317 OF SAID PUBLIC RECORDS, THENCE SOUTH 01°30'21" WEST, A DISTANCE OF 143.00 FEET; THENCE NORTH 88°29'40" WEST, A DISTANCE OF 159.00 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 22,737 SQUARE FEET OR .522 ACRES MORE OR LESS.

4812-5189-4536 2  
3812670001

**Exhibit "B"**

**WAIVERS**

**PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS**

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	XXX	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
3. Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(h)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ) 122 trees (LP)	85 Buffer Tree

## Exhibit "C"

### LIST OF USES

#### CONCEPTUAL

##### THE FOLLOWING USES ARE EXCLUSIVE TO LOT A:

**BATTERIES PLUS:** primary business is the operation of a battery supply store; provided, however, a convenience store, photography store, cell phone store or auto supply store will be allowed.

**DOLLAR TREE STORES, INC.:** a single price point variety retail store, and/or the operations with the word "Dollar" in their corporate and/or trade names.

**GAMESTOP:** primary use is the sale of new or used video games and video game systems. Primary Use will be defined as utilizing more than seventy-five (75) square feet of space as surface display area for the retail advertising or sale of said video games and/or video game systems.

**LESLIE'S POOL SUPPLY:** no other space containing less than eighteen thousand (18,000) square feet in the Property shall be used for the sale of swimming pool and spa supplies or swimming pools and spas. Notwithstanding the foregoing, other tenants may utilize no more than 100 square feet of their premises for the sale of competing items.

**RAINBOW FASHION:** primary use is to sell women's junior and children's apparel, and no other property in the Property will be permitted to change its use such that more than one thousand (1,000) square feet of space are used to sell women's junior and children's apparel.

**PET SUPPLIES PLUS:** primary business is the retail sale, for off premises consumption, of pet supplies, pet food and other pet related products. "Primary Business" is defined as deriving more than 5% of gross sales.

**STAPLES, INC.:** primary use is the sale or leasing of equipment (including computers and telecommunications equipment, furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services). No other space in the premises shall be used for such primary use.

##### THE FOLLOWING USES ARE EXCLUSIVE TO LOT B:

**KMART CORPORATION:** No part of the Property will be used: (i) as a discount department store having in excess of 66,000 square feet of floor area; (ii) for the sale of beer, wine or other alcoholic beverages for off-premises consumption; (iii) as a pharmacy or drug store requiring the services of a licensed pharmacist; (iv) as a discount footwear or retail shoe store unit (e.g., Payless, Shoe Carnival); or (v) a movie theatre. The foregoing restrictions will not apply to the sale of beer, wine or other alcoholic beverages in a grocery store or supermarket.

##### THE FOLLOWING USES ARE EXCLUSIVE TO LOT B:

**CHICK-FIL-A:** primary use is a restaurant selling or serving chicken as a principal menu item. For purposes hereof, "a restaurant selling or serving chicken as a principal menu item" shall mean any restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. Further, no portion of the Property shall be leased, used or occupied by or for any of the following: Boston Market, Kenny Rogers, Kentucky Fried Chicken, Popeye's, Church's, Bojangles, Mrs. Winners, Tanner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Raising Cane's or Chester's.

**THE FOLLOWING USES ARE PROHIBITED ANYWHERE ON THE PROPERTY:**

No part of the Property, will be used for (i) any use which is a public or private nuisance; (ii) any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness; (iii) any use which produces obnoxious odors; (iv) any use which produces dust, dirt or fly ash in excessive quantities; (v) any use which produces fire, explosion or other damaging or dangerous hazard (including the storage display or sale of explosives or fireworks); (vii) a warehouse; (viii) any assembling, manufacturing, industrial distilling, refining, smelting, agriculture or mining operation; (ix) any office use except ancillary to a retail use conducted from such site (excepting a doctor's office, dentist's office, insurance company office or real estate brokerage office); (x) a dry cleaning plant; (xi) living quarters, sleeping apartment or lodging rooms; (xii) any establishment selling or exhibiting pornographic materials; (xiii) a massage parlor or the sale, rental or display of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; (xiv) a mortuary, funeral home or crematorium; (xv) any children's playground, play area or recreational Property, other than in connection with a "fast-food" restaurant or incidental to the use of the Demised Premises; (xvi) any lounge, tavern, nightclub, disco, discotheque, dance hall, strip show, restaurant or any business offering live entertainment of any kind, except for a restaurant such as Friday's, Bennigans, or Houlihans, or a sit down, family-style restaurant; (xvii) a pawn shop; (xviii) a flea market; (xix) a carnival, amusement park or circus; (xx) a casino, gaming hall, off-track betting facility or other gambling operation or facility; (xxi) a gymnasium, sport or health club or spa; (xxii) a gas station or car wash; (xxiii) a facility for the sale of new or used motor vehicles, trailers or mobile homes; (xxiv) a banquet hall, auditorium or other place of public assembly; (xxv) a training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers); (xxvi) a Laundromat; or (xxvii) a buffet-style restaurant.

No part of the Property will be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, gallery, auditorium, meeting hall, hotel or motor inn, or any residential use; (iv) massage parlor, adult bookstore, a so-called "head" shop, off-track betting, gambling, gaming or check cashing facility; (v) car wash, automobile repair work or automotive service, automobile body shop, automobile, boat, trailer or truck leasing or sales, or Laundromat; (vi) tavern, bar amusement park, carnival, banquet facility, dance hall, disco, nightclub, or other entertainment facility, including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement Property; (vii) any manufacturing warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation, pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (x) adult entertainment; or (xi) any use which constitutes a public or private nuisance



GENTILE  
HOLLOWAY  
O'MAHONEY  
& ASSOCIATES, INC.  
Landscape Architects  
Planners and Environmental  
Consultants • LC-0000177

George G. Gentile, FASLA  
M. Troy Holloway, ASLA  
Emily O'Mahoney, ASLA

# K-Mart Retail Plaza Rezoning

Town of Lake Park, Florida

## JUSTIFICATION STATEMENT

November 16, 2010

REVISED 5-11-11

### REQUEST/LOCATION:

Gentile Holloway O'Mahoney & Associates, Inc. as agent for the applicant is requesting a rezoning for the K-Mart Shopping Center located at the southwest corner of Northlake Boulevard and Dixie Highway. Approval of the rezoning request will allow the applicant to utilize the design flexibility within the PUD section of the Town's code to address the site's existing conditions. Additionally this permits the property owner to create separate tracts within the PUD and encourage future reinvestment of the property. Currently, the applicant is not proposing any additional improvements to the property or increasing the existing square footage at this time.

The shopping center is located on a 15.991 acre parcel and has a Commercial Land Use Designation and a C-1 General Commercial Zoning Designation. The site is also within the boundaries of the Northlake Boulevard Overlay Zone, Central Sub-District.

### PROJECT HISTORY

The project was originally constructed in 1974. The primary use since 1974 has been the K-Mart retail store. The remaining bays have seen a variety of end users since that time, but the overall appearance of the center had remained untouched until recently. Within the last 10 years, the property owners have sought approval from the Town for significant landscape and architectural improvements as well as the addition of the Chick-Fil-A fast food restaurant in 2008. Since 2008, the applicant has worked diligently to fill all the vacancies during an extremely difficult market period. During this time, the applicant was the catalyst to updating the PUD Ordinance in order to specifically address this property. The current owner is looking to continue promoting the economic opportunities of the shopping center and continue working with the Town to bring jobs and new business to the Town.

### CONSISTENCY WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE:

The proposed rezoning to PUD is consistent with the Commercial Land Use Designation and will not have any adverse impact the existing surrounding area. Northlake Boulevard is a commercial corridor and the rezoning to PUD is not intended to alter the commercial

1907 Commerce Lane, Suite 101  
Jupiter, Florida 33458  
561-575-9557  
561-575-5260 FAX  
www.landscape-architects.com

designation or uses on the site. The site is surrounded by other commercial and industrial uses.

The proposed rezoning is consistent with the intent of the PUD... in instances where it is often difficult or impossible to meet the conventional zoning regulations...it provides a method where the property is looked at as a unit rather than a lot by lot basis... provides an opportunity to more fully utilize the physical characteristics of the site through the reduction of waivers.

### SURROUNDING ZONING AND LAND USE DESIGNATIONS

	EXISTING ZONING	EXISTING FLU
<b>SUBJECT PROPERTY</b>	<b>C-1</b>	<b>Commercial</b>
<b>NORTH</b>	CG (PBC)	CH/8 (PBC)
<b>EAST</b>	C-1	Commercial
<b>SOUTH</b>	C-4	Commercial/Light Industrial
<b>WEST</b>	PUD (PBG)	Commercial (PBG)

Along with creating a mechanism to allow the owner to subdivide within the shopping center, approval of the rezoning to PUD will allow the applicant to establish variations from code. As a PUD the center will still operate as a single approval. Section 78-77 4(a) states that a *"pre-existing commercial development may convert its site to a PUD in order to provide for the subdivision of individual lots within the boundaries of the newly created PUD. Such a request shall not be required to conform to the regulations of this subsection 4, as part of such a request as long as no development is proposed."* Furthermore Section 78-77 1(i) also permits waiver of standard land development regulations. It is our intent to identify the waivers in order to reflect the existing conditions on the site as part of the rezoning. The NBOZ also permits waivers to the NBOZ regulations per Section 1-4 D(1) which states: *"waivers from the NBOZ regulations may be granted by the applicable reviewing jurisdiction in accordance with the applicable jurisdiction's procedures for granting waivers from its own code."*

# K-Mart Retail Plaza Rezoning

Town of Lake Park, Florida

## Summary of Waivers

April 19, 2011

The attached exhibit highlights the areas of variation, waivers from the code that are currently approved on the site. This plan serves to demonstrate the design standards that were used to develop the site. The waivers are primarily related to the parking areas as the number of trees, their placement and the number of parking islands, which are not consistent with standard code requirements. The exhibit also demonstrates that in areas where the current approved plan fails to meet standard code, there are companion areas that exceed the same code requirement. For example the parking lot staggers the island placement and tree placement in a different design pattern. Thus, the exhibit shows areas with 12 spaces in a row that don't meet code but they are adjacent to others with 7 parking spaces in a row before an island which exceeds code. Thus demonstrating that the PUD, and its waiver provision permit more flexibility in design. Other variations include the fact that the site is now under newer code provisions created by the Northlake Boulevard Overlay Zone (NBOZ.)

The waivers represent the conditions, as approved. No new requests are being made at this time. The rezoning to PUD is being done to allow for the individual ownership of parcels within the overall development plan while maintaining the integrity of the overall plan. Additionally, the rezoning to PUD allows the opportunity to create a clear record of the existing conditions with the site plan by documenting the design standards of the approved plan.

It should be further noted that consistent with the provisions of the PUD, specifically Section 78-77 4(a), the code states: "A pre-existing development may convert its site to a PUD in order to provide for the subdivision of individual lots within the boundaries of the newly created PUD. Such a request **shall not be required to conform to the regulations of this subsection 4 as part of such a request as long as no development is proposed.** Any development or future development within the PUD site shall conform to the regulations in this subsection 4 and all other applicable provisions of the PUD regulations as set forth here in." At this time the applicant is not proposing any development, and thus is consistent with this policy.

Again we would respectfully request your approval of the rezoning request to PUD, and the associated waivers, which are a representation of the existing conditions that enabled this site to develop.

## PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	Sec 4-10 B (NBOZ)	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(b)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ). 122 trees (LP)	85 Buffer Tree

It should be noted that both the Town of Lake Park and NBOZ adopted architectural guidelines subsequent to this shopping center's more recent architectural improvements. While the center meets the intent of the general architectural provisions, it does not fully comply with all the current policies. Thus a general waiver to the architectural guidelines may be warranted.

Of further note, the Landscape Sections of both the NBOZ and the Town's Code, permit the continuation of existing non-conforming so long as there is no increase to the existing square footage, number of structures or increase in building height. Again, the intent of the rezoning request is not to increase the existing commercial intensity.

### APPLICATION REQUIRED INFORMATION:

#### 1) What is the nature of the request?

As stated above the applicant is requesting to rezone the property to PUD. This will allow the applicant to document existing site conditions with the current code

via waivers and provide a mechanism that will encourage continued investment into the site by permitting internal subdivision.

**2) The Requested Change Would Be Consistent with the Land Use Plan and would not have an adverse affect on the Comprehensive Plan?**

The rezoning to PUD will have zero impact on the surrounding area and is consistent with the Town's Comprehensive Plan. By providing additional means for continued investment, the request may result in a positive impact on surrounding community.

**3) The Requested Change is Consistent with the Land Use Pattern.**

The surrounding land use pattern is a mix of commercial and industrial uses. Since 1974 the site has operated as a commercial shopping-center with K-Mart as its anchor tenant and the proposed rezoning is not intended to change the use of the property.

**4) That the requested change will not result in an increase or overtaxing of public facilities.**

There is no proposed new construction in terms of number of buildings or increased square footage on the site, thus no additional impact as the current concurrency approvals will remain in place. This is simply a rezoning to PUD.

**5) That the requested change will not adversely impact Public Safety.**

The request will not change the use or intensity that currently exists on the site. Public Safety will not be adversely impacted.

**6) That the requested change will not adversely impact living conditions in the neighborhood or surrounding areas**

The site is located within of the Town's primary commercial corridors and is not adjacent to any residential uses. The proposed request will not have any impact on living conditions within the surrounding area.

**7) That there are substantial reasons why the property cannot be used in accord with existing zoning.**

The use on the property will continue under the proposed PUD zoning. The PUD will allow opportunity to invite continued investment and provides flexibility from existing code provisions.

**8) Whether the requested change will constitute a grant of special privilege to an individual land owner as contrasted with the public welfare.**

The request to rezone to PUD in order to subdivide and address existing site conditions does not grant a special privilege, as rezoning to PUD has been granted to other land owners within the Town. A property to the west of the subject site (Target) is a PUD as is Earl Stewart Toyota. It was useful to apply the PUD to

both sites in order to provide the design flexibility necessary to accommodate the proposed development/redevelopment that was not afforded by the standard code. Again the standard code does not provide the flexibility needed to address the existing site conditions and limits the applicant's ability to continue to market the center over time.

#### **CONCLUSION:**

As stated throughout this Justification Statement, the approval of the rezoning to PUD will create greater flexibility to address current site conditions and to allow the property owner to continue marketing and investing in the center to keep it full and active for now and in the future. While we have addressed code variation, the applicant is not looking to increase square footage or intensity and is thus not required to bring the site into conformance at this time. The PUD will enable the Town and the applicant or a future applicant the ability to negotiate and work on addressing site and code related issues in the future. In the mean time the waivers will legitimize the existing conditions, many of which have been on the site since its approval in 1974. Therefore, on behalf of client, Gentile, Holloway, O'Mahoney & Associates, Inc. respectfully request approval of the proposed PUD and waivers as presented at this time.



1 parties and members of the public, and has determined that the proposed PUD  
2 amendment be approved:

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

5 **Section 1.** The whereas clauses are incorporated herein as the findings of fact and  
6 conclusions of law of the Town Commission.

7 **Section 2.** The Town Commission hereby approves the amendment of the  
8 Town's Official Zoning Map for the Property to change the zoning from C-1 to PUD.  
9 The Town Commission also approves the waivers requested by the Applicant.

10 **Section 3.** This Ordinance shall take effect upon adoption.

NO. 6146158R

**LEGAL NOTICE OF  
PROPOSED ORDINANCE  
AND RESOLUTION  
ADOPTION,  
TOWN OF LAKE PARK**

Please take notice that on Wednesday, August 3, 2011 at 7:00 p.m. the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

**ORDINANCE NO. 04-2011**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S OFFICIAL ZONING MAP AND REZONING THE PROPERTY KNOWN AS THE K-MART PLAZA FROM C-1 TO PLANNED UNIT DEVELOPMENT ("PUD"); PROVIDING FOR WAIVERS; AND PROVIDING FOR AN EFFECTIVE DATE.**



The following Resolution and proposed adoption thereof:

**RESOLUTION NO. 25-08-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE KMART RETAIL PLAZA PLAT PLAN TO SUBDIVIDE THE PROPERTY INTO PARCELS A, B AND C; AND PROVIDING FOR AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian M. Lemley, Town Clerk at 561-881-3311.

Vivian M. Lemley, Town Clerk  
Town of Lake Park, Florida

**PUB: The Palm Beach Post**  
July 24, 2011

# TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2011

Agenda Item No. Tab 10

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

**SUBJECT:** BANK REGISTRATION ORDINANCE

**RECOMMENDED MOTION/ACTION:**

Approval of Bank Registration Ordinance on First Reading.

Approved by Town Manager *W. J. Baird* Date: *7/29/11*

Name/Title: Thomas J. Baird, Town Attorney Date of Actual Submittal 07/27/2011 *MD*

<b>Originating Department:</b>	Costs: \$ <u>0</u> Funding Source: Acct. #	<b>Attachments:</b> <b>Ordinance</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> <b>Attorney</b> <u>TJB</u> <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"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>ND</u> <b>Please initial one.</b>

**Summary Explanation/Background:** This Ordinance is modeled after ordinances which have been adopted throughout Florida because of the large number of foreclosures occurring. This Ordinance creates a process whereby banks taking title to properties following foreclosures must: 1) inspect the property and determine whether it has been abandoned; 2) register the property with the Town and pay a registration fee to defray the administrative costs of the Town; 3) maintain and secure the premises; and 4) if the bank or lender is out of state, hire a management company to maintain and/or secure the property. The management company must be available at all times so that the Town can contact it if there is a problem with the property which has been registered.

## ORDINANCE 05-2011

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE III OF THE CODE OF ORDINANCES ENTITLED "HOUSING CODE" TO CREATE A NEW DIVISION 4, TO BE ENTITLED, "ABANDONED REAL PROPERTY;" PROVIDING FOR SECTION 54-101, ENTITLED "INTENT AND PURPOSE"; PROVIDING FOR SECTION 54-102, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 54-103, ENTITLED "APPLICABILITY"; PROVIDING FOR SECTION 54-104, ENTITLED "REGISTRATION OF ABANDONED RESIDENTIAL PROPERTY"; PROVIDING FOR SECTION 54-105 ENTITLED "MAINTENANCE REQUIREMENTS"; PROVIDING FOR SECTION 54-106, ENTITLED "SECURITY REQUIREMENTS"; PROVIDING FOR SECTION 54-107, ENTITLED "IMMUNITY OF ENFORCEMENT OFFICER"; PROVIDING FOR SECTION 54-108, ENTITLED "ADDITIONAL AUTHORITY"; PROVIDING FOR SECTION 54-109, ENTITLED "REMOVAL OF ABANDONED PERSONAL PROPERTY AUTHORIZED"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, this Ordinance is enacted pursuant to the home rule powers and authority of the Town Commission contained in Article VIII, Section 2, of the Florida Constitution and Chapter 166 Florida Statutes; and

**WHEREAS**, the Town Commission recognizes there has been an increase in the number of vacant and abandoned improved real properties located throughout the Town; and

**WHEREAS**, the presence of properties which have been abandoned or are vacant can lead to a decline in property values and discourage potential buyers from purchasing other residential properties or businesses within the Town; and

**WHEREAS**, there are a large number of residential properties in the Town which are in foreclosure and/or are no longer owner occupied due to national issues such as a decline in property values and unemployment; and

**WHEREAS**, Palm Beach County and the Town have become particularly impacted by these national issues resulting in homes being abandoned and/or foreclosed upon by large financial institutions and lenders; and

**WHEREAS**, in many cases where there has been a foreclosure instituted, the individuals or families who have resided in a home have abandoned the residence or ceased maintaining the real property, including both the structure and the yard; and

**WHEREAS**, the failure to maintain properties results in numerous code violations such as the accumulation of trash, debris and discarded personal property; overgrown grass and bushes; the proliferation of vermin; unsecured swimming pools with standing water; vandalism and occupation by vagrants; and

**WHEREAS**, allowing residential properties to remain vacant, and to not be maintained creates a public nuisance, requires greater code enforcement activities by the Town, and results in a financial burden on all of the Town's residents and businesses; and

**WHEREAS**, the failure to maintain residential properties in the Town presents a serious threat to the public health, safety and general welfare; and

**WHEREAS**, many of the vacant and abandoned properties are the responsibility of out-of-state lenders and trustees who fail to adequately secure and maintain such properties; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the Town to create regulations requiring the registration of vacant residential properties which have been, or are in the process of being foreclosed to require their registration, maintenance and security to protect the integrity of the Town's existing residential neighborhoods.

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

**Section 1.** The foregoing recitals are ratified as true and correct and are incorporated herein.

**Section 2.** Chapter 54, Article III, Division 4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created as follows:

**DIVISION 4**

**Sec. 54-101. Purpose and Intent**

It is the purpose and intent of the Town Commission to establish a process to require that abandoned residential properties located within the Town be registered with the Town so that the Town may insure they are maintained. Further, it is the Town's intent to establish an abandoned residential property program to protect residential neighborhoods from becoming blighted because of the property owner's failure to maintain and secure an abandoned residential property.

**Sec. 54-102. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned real property* means any residential property that is vacant and is subject to an uncured Notice of Default and/or Notice of Mortgagee's Sale by the lender or a pending Tax Deed Sale; properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary, successor or assign of a mortgage involved in the foreclosure; and any property transferred under a deed in lieu of foreclosure or sale.

*Accessible building or property* means a residential property with a building that is unsecured and/or breached in such a way as to allow access to the property, including a swimming pool, and/or interior space by unauthorized persons.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned personal items and property, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

*Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

*Enforcement officer* means a law enforcement officer, building official, code enforcement officer, fire inspector or building inspector.

*Property management company* means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

*Residential building* means any real property, or portion thereof, situated in the Town, improved by a single-family dwelling or multi-family dwelling, and shall include the buildings and structures (including pools) located on such improved real property.

*Vacant* means any building/structure that is not legally occupied.

**Sec. 54-103. Applicability.**

This division shall be applicable to all residential zoned properties within the Town and shall be considered to be cumulative and not exclusive in terms of any enforcement actions undertaken by the Town staff regarding the enforcement of Town codes..

**Sec. 54-104. Registration of Abandoned Real Property**

(a) Any mortgagee who holds a mortgage on residential real property located within the Town shall perform an inspection of the property that is the security for the mortgage upon the issuance of a Notice of Default and the expiration of any cure period set forth in the mortgage documents. If such property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within 10 days of the inspection, register the property with the Town's Community Development Department on a form provided by the Town. A registration fee as may be established by the Town staff from time to time which is required to be paid for each vacant residential property.

(b) If such property is occupied but remains in default, it shall be inspected by the mortgagee or its designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within 10 days of that inspection, pay the applicable administrative fee and register the property with the Community Development Department on a form provided by the Town.

(c) Registration pursuant to this division shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee, facsimile number and e-mail address and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property.

(d) This division shall also apply to properties whether improved with a residential building, or not, that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(e) Properties subject to this division shall remain under the annual registration requirement, security and maintenance standards of this division as long as they remain vacant and for properties not yet subject to a foreclosure sale or a transfer under a deed in lieu of foreclosure, the property owner remains in default.

(f) Any person or corporation that has registered a property under this article must report any change of information contained in the registration within 10 days of the change.

**Sec. 54-105. Maintenance Requirements.**

(a) In addition to the requirements of this division, properties subject to the provisions of this division shall be maintained in accordance with the Town's relevant nuisance, minimum housing, landscaping, building, and other code regulations.

(b) Improved or vacant properties subject to this division shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned or is not being maintained by the proerty owner.

(c) Buildings on residential properties shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(d) Landscaping shall be maintained in accordance with the Town's standard at the time registration was required. Landscaping shall include, but not be limited to, grass, ground covers, bushes, trees, shrubs, hedges or similar plantings, or decorative rock or bark.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, trimming, and mowing of any landscaping and the removal of all landscaping trimmed, cut, or mowed.

(e) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the Town Code and the Florida Building Code, as amended from time to time.

**Sec. 54-106. Security Requirements**

(a) Residential buildings subject to this division shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing or boarding of the window.

(c) If the property is owned by a business entity such as a partnership, limited partnership, limited liability company, or corporation and/or out of area mortgagee, the owner shall retain a local property management company to perform the inspections required herein and shall be responsible for the requirements of this division, and any other applicable Town codes or ordinances for so long as the property is vacant.

(d) The property shall be posted with the name and 24 hour contact phone number of the person or entity charged with the property's management, security and maintenance. The posting shall be no less than an eight-inch by ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

TO REPORT PROBLEMS OR CONCERNS CALL:

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible or, if no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property. Exterior postings shall be constructed of, and printed with, weather-resistant materials.

(e) The person, entity or property management company shall inspect the property on a bi-weekly basis to ensure that the property is in compliance with this division and other applicable Town ordinances, codes, and laws. Upon the request of Town, the person, entity or property management company shall provide a copy of the inspection reports to the Town's Community Development Department.

(f) Failure of the mortgagee and/or property owner of record to properly register and/or maintain the property may result in a violation of the Town Code and issuance of a Notice of Violation/Notice of Hearing by an enforcement officer. Alternatively, the Town may elect to abate any nuisance upon the property pursuant to Section 54-132 of the Code and assess the costs of same upon order of the Town's Magistrate.

**Sec. 54-107. Immunity of enforcement officer.**

Any enforcement officer or other person authorized by or acting as an enforcement official or agent for the Town shall be immune from prosecution, civil or criminal, for their reasonable, good faith trespass upon real property while in the discharge of duties imposed by this division.

**Sec. 54-108. Additional Authority.**

The Community Development Director, or his or her designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this division, to implement additional maintenance and/or security measures as may be reasonably required to help prevent further decline or depreciation of the property.

**Sec. 54-109. Removal of abandoned personal property authorized.**

(a) It shall be a violation of the Town's Code for any person or entity to abandon personal property, or permit personal property to be left outside of a structure on a property subject to this division. Abandoned personal property is hereby declared to be a public nuisance, the abatement of which is necessary to preserve the public health, safety and general welfare.

(b) Upon a determination by an enforcement officer that a property is vacant and that personal property has been abandoned upon the property, the enforcement officer shall make a reasonable effort to ascertain the name and address of the person or entity responsible for abandoning said personal property. The enforcement officer's citation of the property owner for personal property which has been left on a property shall constitute a presumption that the personal property is, or was the personal property of the owner of the real property and that a prima facie case has been established that the personal property has been abandoned, subject to rebuttal at a hearing before the Town's Special Magistrate.

(c) For the purposes of this division, a reasonable effort to ascertain the name and address of the owner of the abandoned personal property shall include a search of the public records of the Tax Collector, Property Appraiser, and Clerk of the Courts in Palm Beach County.

(d) The property owner who has abandoned property shall be noticed of a hearing that he is in violation in accordance with the notice provisions of §162.12, Florida Statutes, as it may be amended from time to time.

(e) If the Special Magistrate determines that the property constitutes abandoned property, a reasonable time shall be given to remove the property. If the property is not removed the Town shall be authorized to remove the personal property, and destroy, sell, or salvage the property, and shall be entitled to its proceeds to defray the Town's expenses.

(f) In the event the abandoned property is deemed to be an imminent public health and safety hazard, the Town is authorized to immediately remove the personal property. The Owner shall be noticed in accordance with §162.12 and assessed the cost of the Town's removal following a hearing by the Town Magistrate.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

# TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2011

Agenda Item No. Tab 11

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

**SUBJECT:** K-MART PLAT

**RECOMMENDED MOTION/ACTION:**

APPROVAL OF THE SUBDIVISION PLAT FOR K-MART.

Approved by Town Manager *N. Di Tommaso* Date: 7/28/11

Name/Title: Nadia Di Tommaso, Community Development Director Date of Actual Submittal: 07/27/2011

<b>Originating Department:</b> Community Development	Costs: \$ <b>Advertisement Fee</b> Funding Source: <b>Applicant</b> Acct. # <b>4026</b>	<b>Attachments:</b> -Lidberg conformance letter -Resolution -Plans with Applicant application -Legal Notice
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <u>TJB</u> <input checked="" type="checkbox"/> Community Development <b>ND</b> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: <u>07/24/2011</u> Paper: <u>Palm Beach Post</u> <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 <u>ND</u> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

SC Lake Park Associates LLLP, owner of the K-Mart Plaza, is requesting to subdivide into parcels A, B and C. The three anchor tenants: K-Mart, Chick Fil-A and Staples, wish to own their land

rather than lease it out from SC Lake Park Associates LLLP. These tenants feel this will give them the initiative to reinvest and redevelop their parcels. Given the recent Rezoning application to convert the entire parcel to a PUD, the Unity of Control document has been created. The Unity of Control is in place to allow for consistent management and development of the site irregardless of it being subdivided into Parcels A, B, and C. The subject Plat has been reviewed by David C. Lidberg, Professional Surveyor and Mapper, and has been found to be in general conformance with Florida Statute 177, Part 1 and the Town of Lake Park Land Development Code, Chapter 67, Section 32.

**Staff Recommendation: Approval**

# LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200, Jupiter, Florida 33458  
VOICE 561-746-8454 FAX 561-575-3735

March 17, 2011

Mr. Rob Rennebaum, P.E.  
Simmons & White, Inc.  
5601 Corporate Parkway  
Suite 200  
West Palm Beach, Florida 33407

Dear Mr. Rennebaum:

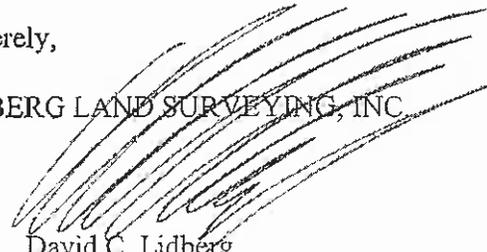
Re: **PLAT OF "PLAZA AT LAKE PARK, A P.U.D."**

The subject plat titled "PLAZA AT LAKE PARK, A P.U.D." has been reviewed and found to be in general conformance with Florida Statute 177, Part 1 and the Town of Lake Park Land Development Code, Chapter 67, Section 32.

If you have any questions, please do not hesitate to call our office at any time.

Sincerely,

LIDBERG LAND SURVEYING, INC.

By:  David C. Lidberg  
Professional Surveyor and Mapper  
State of Florida No. 3613

**RESOLUTION NO. 25-08-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE KMART RETAIL PLAZA PLAT PLAN TO SUBDIVIDE THE PROPERTY INTO PARCELS A, B AND C; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, SC Lake Park Associates, LLP, a Florida limited liability partnership is the fee simple owner (the "Owner") of approximately 15,991 square feet of developed real property, the legal description of which is attached hereto, and incorporated herein as **Exhibit "A"** (the "subject property"); and

**WHEREAS**, the subject property is located at 1220 Northlake Boulevard in the C-1/NBOZ Zoning District in the Town of Lake Park, Florida ("Town"); and

**WHEREAS**, Gentile Holloway O'Mahoney & Associates, as the authorized agent for the Owner (the "Applicant"), has submitted an application to the Town requesting approval of an amendment to the Plat of the Kmart Retail Plaza; and

**WHEREAS**, Town Staff and the Town of Lake Park's Planning and Zoning Board have reviewed the Application, and have presented their respective recommendations to the Town Commission; and

**WHEREAS**, the Town Commission conducted a public hearing to consider the Application, and has considered whether the Application is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, in addition, the Town Commission also considered the evidence presented by Town Staff, the Applicant, the Owner, and other interested parties and members of the public, as to whether the Application complies with the Town's Platting Regulations and the statutory regulations concerning plats; and

**WHEREAS**, the Town Commission has determined that the Application is consistent with the Town's Comprehensive Plan and to complies with the Town's platting regulations.

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

**Section 1.** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Engineer has reviewed the application for a Plat and has determined that it complies with all of the Town regulations and state law with respect to platting and the subdivision of land.

**Section 3.** The Developer does not propose any improvements therefore, no surety is required for this plat.

**Section 4.** This Resolution shall take effect upon adoption.

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF RESTRICTIONS, CROSS ACCESS AND PARKING EASEMENTS FOR**  
**THE PLAZA AT LAKE PARK**

PROPERTY SUBJECT TO DECLARATION

LEGAL DESCRIPTION:

All of the Plat of 6801 Lake Worth Road as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, formerly described as follows:

LOT A:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°19'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 506.72 FEET; THENCE SOUTH 01°29'28" WEST, A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 13.77 FEET; THENCE SOUTH 50°30'01" EAST, A DISTANCE OF 8.41 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 5.18 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 16.10 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 9.00 FEET, THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY LINE OF LAKE PARK ROAD WEST, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317, OF SAID PUBLIC RECORDS; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF SAID PUBLIC RECORDS, A DISTANCE OF 146.20 FEET; THENCE SOUTH 74°59'30" EAST, ALONG THE SOUTH LINE OF LOT 121, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10888, PAGE 1537 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 51.39 FEET TO A POINT OF 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20; THENCE SOUTH 88°29'40" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 121, A DISTANCE OF 159.76 FEET TO A POINT BEING AT THE INTERSECTION OF A LINE 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 AND TO A LINE BEING 200.00 FEET WEST OF THE WESTERLY R/W LINE OF DIXIE HIGHWAY AS MEASURED ALONG THE LAST DESCRIBED COURSE; THENCE

ONE STORY COMMERCIAL (BIG K-MART) BUILDING; THENCE NORTH 88°29'28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 514.90 FEET TO A POINT ON THE WEST LINE OF NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE NORTH 01°19'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 615.17 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 288,332 SQUARE FEET OR 6.619 ACRES MORE OR LESS.

TOGETHER WITH:

LOT C:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°17'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 172.30 FEET; THENCE SOUTH 76°01'30" EAST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 109.76 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°29'40" EAST, A DISTANCE OF 159.00 FEET, THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317 OF SAID PUBLIC RECORDS, THENCE SOUTH 01°30'21" WEST, A DISTANCE OF 143.00 FEET; THENCE NORTH 88°29'40" WEST, A DISTANCE OF 159.00 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 22,737 SQUARE FEET OR .522 ACRES MORE OR LESS.

DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL  
FOR THE  
PLAZA AT LAKE PARK

Community Unity of Control  
JAN 13 2011  
MANAGEMENT

Prepared By/Record and Return To:

Andrew K. Fritsch, Esq.  
Broad and Cassel  
1 North Clematis St., Ste. 500  
West Palm Beach, FL 33401

**DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL  
FOR THE PLAZA AT LAKE**

THIS DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL FOR THE PLAZA AT LAKE PARK (this "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by SC LAKE PARK ASSOCIATES, LLLP., a Florida limited liability limited partnership, the fee simple owner of the real property described in Article II, which hereby declares that such property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, easements set forth below and is subject to all of the provisions hereof.

ARTICLE I

DEFINITIONS

The following terms as used herein shall have the meanings as set forth below:

A. "Building" - the separate, free standing improvements constructed on the Properties.

B. "Common Areas" - shall mean and refer to all portions of the Properties depicted on the Site Plan attached hereto as Exhibit "A" as parking areas, driveways, drive aisles, landscaping areas, street lights, and other improvements outside the boundaries of the Buildings, which are intended for the common use and enjoyment of the owners as set forth herein. The Common Areas shall not include any portions of the Buildings. The description of portions of the Properties as Common Areas shall not affect the fee simple ownership of the property upon which such Common Areas are located. The rights and obligations with respect to those Common Areas are in the nature of easements only.

C. "Owner of Lot A" - SC LAKE PARK ASSOCIATES, LLLP, a Florida limited liability limited partnership, its successors and assigns, if such successor or assignee acquires Lot A, as described in Exhibit "B" attached hereto and is designated as such by Owner of Lot A or if such successor or assignee acquires Lot A by foreclosure or deed in lieu of foreclosure and opts to succeed to the Owner of Lot A's rights. The Owner of Lot A may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Owner of Lot A as to those rights which may have been assigned to them.

D. "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes purchases, guarantees or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the Loted States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of the Owner of Lot A, whether or not such holder would otherwise be considered an Institutional Lender.

E. "Lot" – a platted lot according to the Plat.

F. "Owners" - the record owner(s), whether one or more persons or entities, of the fee simple title to a Lot.

G. "Plat" – the subdivision plat for the Plaza at Lake Park, P.U.D., as recorded in the Public Records for Palm Beach County, Florida.

H. "Project" – the Plaza at Lake Park.

I. "Property" and/or "Properties" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

## ARTICLE III

### EASEMENTS

Section 1. Owners' Easements. Each Owner of a Lot and each tenant, agent and invitee of such Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, parking areas, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Owners, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the several Owners and each Owner shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts. Further, each Owner shall have a perpetual easement for parking in the designated parking areas as reflected on the Plat, subject to such reasonable restrictions imposed by the Owner of Lot A, provided further that the parking shall be controlled by the Owner of Lot A to the extent necessary for the parking areas as a whole and with respect to any particular occupant of any part of the Properties to meet the parking requirements of the Town of Lake Park. In no event shall any Owner be entitled to alter its use of its Lot or the occupancy of any Building on its Lot without first complying with the applicable parking requirements and any development order and/or P.U.D. approval issued by the Town of Lake Park, and without first obtaining the written consent of the Owner of Lot A to such change where such change would result in an increase in demand for parking spaces.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Properties, when necessary for the service of the Properties or additional lands for which Owner of Lot A holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Assignment of Owner of Lot A's Rights. The Owner of Lot A shall have the right to assign to any other person or entity any or all of the Owner of Lot A's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Properties. In the event of an assignment, the assignee shall not be liable for any action of a prior Owner of Lot A. Acquisition, development or construction lenders acquiring title to the Properties or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Owner of Lot A's rights. Such acquisition, development or construction lender shall have the right to assign the Owner of Lot A's rights to a subsequent purchaser, regardless of whether or not the Owner of Lot A's rights were assumed by that lender.

#### ARTICLE IV

Section 1. Creation of the Common Area and Responsibility Therefor.

A. The Owner of Lot A, its successors and assigns, shall keep and maintain the Common Areas in a good condition consistent with Class A retail shopping center in Palm Beach County and in compliance with all applicable governmental regulations from time to time in effect. Except in the event of an emergency, the Owner of Lot A shall give the Owner of Lot B and the Owner of Lot C not less than ten (10) days prior written notice before performing any material repairs or replacements costing in excess of \$10,000. The Owner of Lot A agrees to use reasonable efforts to minimize the disruption to ingress and egress while performing such maintenance and repairs.

B. The Owner of Lot A shall advance the costs of maintaining and repairing the Common Area and the Owners shall be responsible for paying such costs of maintaining and repairing the Common Area in the following percentages:

Owner of Lot A	41.42%
Owner of Lot B	56.21%
Owner of Lot C	2.37%

Reimbursement to the Owner of Lot A for such costs shall be made by the Owner of Lot B and Owner of Lot C for their pro rata share of such costs within thirty (30) days of submittal of an invoice respecting such work and their pro rata share.

C. Notwithstanding Section 1-B above, if any damage to the Common Area is caused as a result of the negligence and/or willful misconduct of the Owner of Lot A, Owner of Lot B or the Owner of Lot C, the responsible Owner shall pay one hundred (100%) percent of the cost of repair therefore.

D. Any amounts not paid within thirty (30) days of submittal of an invoice under Sections 1-B or 1-C above, and any other amounts due under any provision of this Declaration, shall bear interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by law, whichever is lower).

Section 2. Covenant for Maintenance Assessment.

A. The Owner of each Lot within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owner of Lot A; (i) all charges in accordance with Section 1 above, (ii) Insurance premium charges in accordance with Section 3 to be established and collected as hereinafter provided, and (iii) fines and charges as may be established and implemented from time to time by the Owner of Lot A in accordance with this Declaration. The charges pursuant to this Section 2 and any Insurance Premium charges imposed pursuant to Section 3 below are herein jointly referred to as "Assessments." The Assessments, fines and other charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a lien upon the Lot, which lien shall attach upon the recording in the public records of Palm Beach County, Florida, of a claim of lien, specifying the amount of the lien then due, together with reasonable attorneys' fees, costs and interest thereon, which claim of lien shall be signed by the Owner of Lot A or an appropriate officer thereof. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the Assessment or other charge fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 2 D below.

B. The Assessments levied by the Owner of Lot A shall be used for the specific purposes set forth in this Declaration.

C. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Owner of Lot A may bring an action at law against Owner or foreclose the lien against the Lot and the Owner of such Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

D. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage encumbering the Property or any portion thereof. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

Section 3. Insurance.

A. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each maintain throughout the term hereof commercial general liability insurance naming the other Owners as additional insureds and certificate holders, with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence. Such insurance policy: (a) shall be with a company licensed to do business in the State of Florida and such insurance company shall have a minimum rating of "A-" Class X or better by Best's Insurance Key Rating Guide published by A.M. Best Company and a Standard and Poor's rating group (claims paying ability) rating of AA or better; (b) shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the other Owners, except in the event of a monetary default, in which case the prior written notice may be no less than ten (10) days; and (c) shall provide by endorsement for a waiver of all rights of subrogation against the other Owners. Each Owner's policy shall be primary insurance with regard to occurrences that take place on each Owner's respective Lot. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each deliver to the other Owners from time to time or upon request a certificate of insurance evidencing the existence and amount of such policy; and, upon request, a certificate naming the respective Owner's lender and/or property manager as additional insured(s) and certificate holder(s).

B. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C may elect to jointly purchase insurance in satisfaction of the provisions of Section 3-A above. In addition, in the event that the Owner of Lot B or the Owner of Lot C or both shall fail to obtain the insurance required pursuant to Section 3-A, the Owner of the Lot A shall have the right to obtain such insurance for all of the Owners. In either such event, the Owner of Lot A shall be responsible for forty one and 42/100 percent (41.42%), the Owner of Lot B shall be responsible for fifty-six and 21/100 percent (56.21%), and the Owner of Lot C shall be responsible for two and 37/100 percent (2.37%), of the cost and expense therefor.

Section 4. Building Maintenance. The maintenance of the Buildings and such improvements to and portions of the Lots serving only that particular Lot shall be the complete maintenance responsibility of the owner(s) thereof. Owners shall maintain the Building(s) in a neat and orderly manner and to reasonable standards as may be established by the Owner of Lot A from time to time.

Section 5. Rules and Regulations. The Owner of Lot A, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in this Declaration, and suspension of the right to vote on any matters calling for a vote hereunder. The Owner of Lot A shall, in addition, have the power to seek relief in any court for violations of this Declaration or the rules and regulations, or to abate nuisances.

Section 6. Exclusive and Prohibited Uses. The Owner of Lot A has established a list of exclusive uses for the Properties and/or portions thereof as specified on such list. Such list also includes a list of uses which are prohibited on the Property and no Owner may allow any portion of its Lot to be used for any such prohibited use. The list of exclusive and prohibited uses is attached hereto as Exhibit "C" (the "List of Uses"). The Owner of any Lot within the subdivision owns and holds its Lot subject to the List of Uses and may not use or allow to be used any part of its Lot, or the improvements thereon, for any listed prohibited use or for any use specified in the List of Uses as an

exclusive use assigned to another Lot or portion thereof. The List of Uses may be amended as set forth in Article VI, Section 3 below. Any such amendment or modification need not be recorded in the Public Records in order to be effective and binding on the Owner of the Lots.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Architectural Powers. For so long as the Owner of Lot A owns any portion of the Property, the Owner of Lot A shall have all powers as set forth in this Article V.

Section 2. Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, wall, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas, or Building exterior, or improvements dealing with the Lot's structural integrity, or the Owner's Lot, unless the owner first obtains the written approval of the Owner of Lot A to do the same (which approval may not be unreasonably withheld) except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of the same. It is the intention of the Owners to maintain a common exterior appearance of Buildings and not to materially alter the same. Any changes which would reasonably be deemed to constitute a material change to the exterior of any Building, specifically including, but not limited to, (a) changes in the color of the exterior and (b) any such exterior changes, the cost of which exceeds Ten Thousand Dollars (\$10,000), shall require the approval of the Owner of Lot A.

Section 3. Owner of Lot A's Consent. Any request by an Owner for approval by the Owner of Lot A of any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Owner of Lot A may deem reasonably necessary in connection with its determination as to whether or not it will approve the same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot. The Owner of Lot A shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after a full and complete request for such consent is made in writing to the Owner of Lot A, and in the event the Owner of Lot A fails to disapprove any request within such thirty (30) day period, the request shall be deemed approved and upon request the Owner of Lot A shall give written notice of such approval. In consenting to any plans or specifications, the Owner of Lot A may condition such consent upon changes being made to the same. If the Owner of Lot A consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Owner of Lot A, and subject to any conditions of the Owner of Lot A's approval. Any and all improvements shall be subject to any and all applicable governmental approvals, including, but not limited to, approval by the Town of Lake Park, Florida.

Section 5. No Liability. The Owner of Lot A (or any Owner) shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Owner of Lot A shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects,

or in fact meet any standards, guidelines and/or criteria of the Owner of Lot A, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Owner of Lot A shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 6. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Owner of Lot A, as the case may be, or is not made in strict conformance with any approval granted by the Owner of Lot A, the Owner of Lot A shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Owner of Lot A, and the Owner of Lot A may pursue injunctive relief or any other legal or equitable remedy available to the Owner of Lot A in order to accomplish such purposes. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of Lot A or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 100% of the Lots and an instrument signed by the then Mortgagees of 100% of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Any such termination shall be subject, however, to the prior approval of the Town of Lake Park.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended only by the written consent of all of the Lot Owners. Every amendment must have the written joinder and consent of the Owner of Lot A for so long as the Owner of Lot A owns any portion of the Properties. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 5. Modifications. No modifications to the Common Area, including without limitation the erection of signs or other improvements not heretofore existing on the date hereof, shall be erected or constructed in the Common Area without the written approval of Owner of Lot A.

Section 6. Granting of Additional Rights. No Owner may grant easements, or additional rights in and to the Common Area without the express written permission of the other Owners.

Section 7. Eminent Domain. In the event the whole or any part of the Common Area shall be taken by eminent domain or similar authority of law, the award for the value of the land and improvements so taken shall belong to the parties hereto in the same proportion as provided for respective maintenance responsibility in Article IV, Section 1-B above.

Section 8. Successor in Interest and Other Parties. The obligations and covenants hereunder are not personal to the Owners, but run with the title to the Property and all portions thereof and are appurtenant to title within the Property and all portions thereof. Therefore, this Declaration shall be binding upon the successors in interest in title of the Owners, together with their respective successors and assigns, including, without limitation, all subsequent Owners whether or not so expressed in the instrument of conveyance or any other instrument.

Section 9. Waiver. Failure of an Owner to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Owner's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Declaration.

EXECUTED on the date first above written.

Signed, sealed and delivered  
in the presence of:

SC LAKE PARK ASSOCIATES, LLLP,  
Florida limited liability limited partnership

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

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

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

Title: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, as \_\_\_\_\_ of SC LAKE PARK ASSOCIATES, LLLP, a Florida limited liability limited partnership, on behalf of the foregoing limited liability partnership. He is personally known to me OR has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**JOINDER AND CONSENT BY MORTGAGEE**

The undersigned Mortgagee does hereby join in and consent to the foregoing Declaration of Restrictions, Cross Access and Parking Easements for the Plaza at Lake Park and agrees that the lien of the following described collateral documents and any other security or financing agreements held by said Mortgagee on said property, or any portion thereof, are hereby subject, subordinate and inferior to this Declaration, as may be amended or supplemented from time to time, said collateral documents being described as follows, all of which have been recorded in the Public Records of Palm Beach County, Florida: (a) that certain Mortgage, \_\_\_\_\_ recorded \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; (b) that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; and (c) that certain UCC-1 Financing Statement recorded \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_.

The undersigned has caused this Joinder and Consent by Mortgagee to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

Print Name: _____	Name: _____
	Title: _____
	Mailing Address: _____
_____	_____
Print Name: _____	

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2010 before me, the undersigned officer, personally appeared \_\_\_\_\_, who is personally known to me, and who executed the foregoing instrument, as \_\_\_\_\_ of \_\_\_\_\_. The servicer and attorney-in-fact for \_\_\_\_\_, and acknowledged to and before me that he/she executed such instrument as such officer, and that said instrument is the free act and deed of \_\_\_\_\_ as said servicer and attorney in fact.

[SEAL]

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

NO. 6146158R

**LEGAL NOTICE OF**  
**PROPOSED ORDINANCE**  
**AND RESOLUTION**  
**ADOPTION,**  
**TOWN OF LAKE PARK**

Please take notice that on Wednesday, August 3, 2011 at 7:00 p.m. the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

**ORDINANCE NO. 04-2011**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S OFFICIAL ZONING MAP AND REZONING THE PROPERTY KNOWN AS THE K-MART PLAZA FROM C-1 TO PLANNED UNIT DEVELOPMENT ("PUD"); PROVIDING FOR WAIVERS; AND PROVIDING FOR AN EFFECTIVE DATE.**



The following Resolution and proposed adoption thereof:

**RESOLUTION NO. 25-08-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE KMART RETAIL PLAZA PLAT PLAN TO SUBDIVIDE THE PROPERTY INTO PARCELS A, B AND C; AND PROVIDING FOR AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian M. Lemley, Town Clerk at 561-881-3311.

Vivian M. Lemley, Town Clerk  
Town of Lake Park, Florida

**PUB: The Palm Beach Post**  
**July 24, 2011**

JUL 26 2011



The Town of  
Lake Park

APPLICATION FOR PLAT APPROVAL

Name of Applicant: Gentile Holloway O'Mahoney & Associates, Inc.

Address: 340 Royal Poinciana Way, Suite 316 Palm Beach, Florida 33480

Telephone: 561-575-9557

Are You the Property Owner or an Agent for owner? Agent

If agent, please attach written permission from owner)

Owner's Name (if not applicant) SC Lake Park Associates LLLP

Address: 340 Royal Poinciana Way, Suite 316 Palm Beach, Florida 33480

Telephone: \_\_\_\_\_

Information about the Property

Property Location/Address: 1220 Northlake Boulevard

Property I. D. Number(s): 36-43-42-20-00-000-3030

Zoning District: C-1 General Commercial

Is water and sanitary sewer service available to the property: Yes

Attach the Following to This Application:

1. Legal Description of Property
2. Thirteen (13) Copies of Proposed Plat of the Property prepared by professional land surveyor registered in the State of Florida, which shows the original and proposed lots (including dimensions), and the locations of roads, streets, easements, and all structures.
3. Survey of the Property.

I Hereby Certify That I Am (We Are) Owner(s) of Record of the above Described Property or That I (we) Have Written Permission from the Owner(s) of Record (Copy Attached) to Request this Action.

DATE: 12/22/10

SC Lake Park Associates, LLLP  
Signature of Owner/ Applicant

By: SC Lake Park GP, Inc., its general partner

By: [Signature]  
Resident

rlh

# **Board Membership**

# TAB 12



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** August 3, 2011

**Agenda Item No.** Tab 12

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING   | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING   | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING  | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION  | <input type="checkbox"/> CONSENT AGENDA             |
| <input checked="" type="checkbox"/> Other: <b>PLANNING AND ZONING BOARD MEMBERSHIP APPOINTMENTS</b> |   |

**SUBJECT:** Planning and Zoning Board Membership Appointments

**RECOMMENDED MOTION/ACTION:** To Appoint one (1) Regular Member and one (1) Alternate Member to the Planning and Zoning Board.

Approved by Town Manager W. Davis Date: 7/21/11  
Jim Lloyd July 20, 2011  
 Name/Title Date of Actual Submittal

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

**Summary Explanation/Background:** The Planning and Zoning Board currently has two openings, one (1) regular membership position and one (1) alternate membership position. The Town Clerk's office received the following three (3) applications:

1. Jim Lloyd
2. Edie McConville
3. Natalie Schneider.

The Commission has an opportunity to fill both available positions with the applications received.

# BALLOT

# BALLOT

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## MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. CURRENTLY THE BOARD HAS ONE REGULAR MEMBERSHIP AND ONE ALTERNATE MEMBERSHIP AVAILABLE FOR APPOINTMENT.

THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR THE REGULAR AND ALTERNATE MEMBERSHIPS AVAILABLE.

Applicants:

		Yes	No
Jim Lloyd	(Regular)	_____	_____
	(2 <sup>nd</sup> Alternate)	_____	_____
Edie McConville	(Regular)	_____	_____
	(2 <sup>nd</sup> Alternate)	_____	_____
Natalie Schneider	(Regular)	_____	_____
	(2 <sup>nd</sup> Alternate)	_____	_____

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

# APPLICANTS



# The Town of Lake Park

## Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: Lloyd James C.  
Last First Middle

Address: 220 Lake Shore Dr #9

Telephone: home 842 7194 work \_\_\_\_\_ cell 954 881 1804

E-Mail Address JC Lloyd @ bell south . net

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, which one(s): <u>Marina advisory</u>		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> _____	Tree Board
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input type="checkbox"/> _____	Library Board
<input type="checkbox"/> _____	Construction Board of Adjustments & Appeals		

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: James Lloyd

Please indicate the reason for your interest in your first and second choices:

Involvement in future planning

Number of Meetings of the above boards you have attended in the past six months: 2

Your educational background: (High school, College, Graduate School or other training)

BA speech & communications - Baldwin-Wallace College - Berea, Ohio class 1971

What is/was your profession or occupation: Yacht Broker

How long: 16 yrs

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

life long self employed business man - many dealings with towns re. offices - etc.

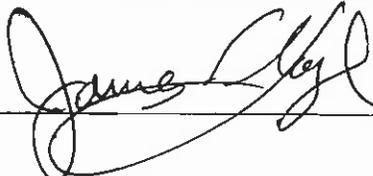
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

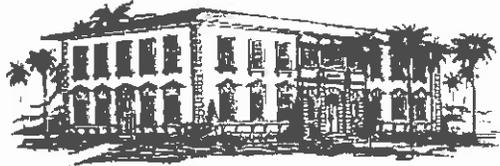
Very familiar with Town Hall

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature:  Date: 5-5-2011



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the Town of Lake Park. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: McConville Edie C
Last First Middle

Address: 638 W KALMIA DR LAKE PARK

Telephone: home 346 561 1271 work cell

E-Mail Address ediemcconville@yahoo.com

- Are you a resident of Lake Park [checked] Yes [ ] No
Are you a non-resident business owner in Lake Park [ ] Yes [checked] No
Are you a registered voter (Response to this question is not mandatory) [checked] Yes [ ] No
Do you currently serve on a Town Board or Committee [ ] Yes [checked] No

If so, which one(s):
Have you been convicted of a crime [ ] Yes [checked] No

If so, when? where?

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

- Choice # Board Choice # Board
[ ] Code Compliance \* [ ] Tree Board
[ ] CRA Board (Community Redevelopment Agency) [X] [1] Planning & Zoning/Historic Preservation Board \*
[ ] Harbor Marina Advisory Board [ ] Library Board
[ ] Construction Board of Adjustments & Appeals

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Edie McConville

Please indicate the reason for your interest in your first and second choices:

Economic development is important to the revitalization of Lake Park. My 15yrs living in the town gives me a vested interest in its growth.

P&Z has not met recently  
Number of Meetings of the above boards you have attended in the past six months: 0

Your educational background: (High school, College, Graduate School or other training)  
MBA studies @ Boston University

What is/was your profession or occupation: Investment Banker Wall St 10yrs  
Real Estate / Ins / Mtg Broker FL  
How long: 10yrs

Charter member of Lake Park Kiwanis shows commitment to town & its children.  
Please indicate employment experience that you feel relates to your desired service on an

advisory board or committee: Prior experience on P&Z  
Code Enforcement + Education Committee

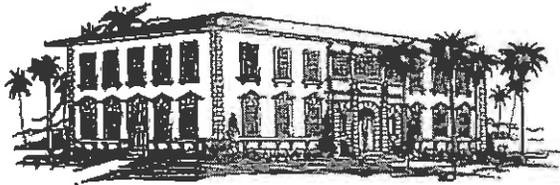
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Reviewed many projects in town including Wendy's, TD Bank, Walmart, Target, Chick Fillet, worked with P&Z on LA Fitness, Panera Bread

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Edie McConville Date: 7/11/11



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

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Town Of Lake Park
Town Clerk's Office

Please print the following information:

JUN 17 2011

Name: Schneider Natalie
Last First Middle RECEIVED

Address: 632 Park Ave., Lake Park FL 33403

Telephone: home 561-848-1338 work 561-682-2545 cell 561-317-0889

E-Mail Address nschneider1899@gmail.com

Form with checkboxes for residency, business ownership, voter status, current service, and criminal convictions.

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Table with 4 columns: Choice #, Board, Choice #, Board. Lists various town boards like Code Compliance, CRA Board, Harbor Marina Advisory Board, etc.

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Natalie Schneider

Please indicate the reason for your interest in your first and second choices:

My planning and environmental background lends itself strongly to membership on the Planning and Zoning Board while my public and private experience will give my deliberations a balance that Lake Park could benefit from.

Number of Meetings of the above boards you have attended in the past six months: 0

Your educational background: (High school, College, Graduate School or other training)

Highest achieved: Master of Arts in Marine Policy, University of Rhode Island, AICP Certification since 2006.

What is/was your profession or occupation: Water Resources Manager/Planner

How long: 5 (Professional Planner for 13 years)

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

13 years as a professional planner, 1.5 years planning work for Town of Lake Park, facilitation/consensus-building/budget planning

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

planning & executing teambuilding activities, process development in planning departments, economic development work on a regional basis

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Natalie B. Schneider

Date: 6-14-11

# NATALIE R. SCHNEIDER

632 Park Avenue, Lake Park, FL 33403 • 561-317-0889 • nschneider1899@gmail.com

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Experienced manager in the water resources and planning professions with 13 years progressively more challenging assignments. Excellent interpersonal and organizational skills with the ability to quickly resolve conflicts, generate solutions, and develop long-term program strategies. Known for working cross-functionally with others, prioritizing and establishing high personal performance standards with strong loyalty to agency goals.

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## PROFESSIONAL EXPERIENCE

### Highlights

January 2011 - Present

- Water Shortage Team Leader coordinating utility reporting and directing South Florida Water Management District (District) staff interactions.
- Appointed State Emergency Operations Center (EOC) Liaison – the conduit of information and guidance between the State Operational Center and District during emergency events.
- Serve on District committee to develop core curriculum for District Project Managers.
- District FAST Team Advisor to facilitate process mapping and strategic development.
- Served on Evaluation Board for Florida Atlantic University, School of Urban and Regional Planning, Planning Project class for final project and presentation.
- Developed process maps using Visio for private firm application.

### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

#### Water Supply Implementation, Section Leader

December 2009 - Present

- Management and direction of 10 staff members in alternative water supply implementation (conservation, reuse of reclaimed water, and sources other than traditional) to foster interdepartmental and agency relationships, develop a water use efficiency ethic, engender public awareness, and provide technical assistance.
- Administration of grant programs totaling \$3 million for FY2011 and \$1.8 million in FY2010.

#### Intergovernmental Programs, Lead Planner

October 2008 – November 2009

- Analyzed growth management policies in Palm Beach, Broward, Miami-Dade, and Monroe Counties.
- Coordinated interdepartmental and contractor review for growth management policy paper.
- Generated position papers on mining and inland port effects on District programs and operations.
- Managed and co-authored report on utility water demand during the 2007-2009 water shortage events.

#### Water Supply Implementation, Senior Planner

July 2007 – September 2008

- Managed collaborative process and creation of the Comprehensive Water Conservation Plan – the water conservation program for the District.
- Project Manager for 18 grants totaling \$747,600.
- Assistant Team Leader for Water Shortage variances and Lake Istokpoga water delivery.

#### Stormwater Management Division, Senior Planner

April 2006 – July 2007

- Managed Miami-Dade, Polk and Broward counties FEMA Map Modernization Management Support grant and deliverables.
- Coordinated with Martin/St. Lucie Counties Service Center on preliminary work for TMDL Basin Area Management Plan.

# NATALIE R. SCHNEIDER

## CALVIN, GIORDANO & ASSOCIATES, INC.

August 2004 – April 2006

### Senior Planner – Development Review and Comprehensive Planning

- Project manager and consultant in due diligence for land purchases. Coordinated among sub-consultants and agencies to develop Master Development Site Plans.
- Served as Town of Lake Park Interim Community Development Director supervising staff of four.
- Prepared proposals, performed research, and developed Evaluation and Appraisal Report for Town of Lake Park.

## OFFICE OF PLANNING, CITY OF HOLLYWOOD

2003 - August 2004

### Principal Planner – Strategic and Comprehensive Planning

- Coordinated and supervised review of applications for Planning Boards.
- Administered, coordinated, and implemented planning activities of subordinate personnel.
- Managed contractor in development of zoning code update.
- Represented the City at City Commission, Planning Board and intergovernmental meetings.
- Researched and analyzed projects for City Manager increasing City revenues.

## SOUTH FLORIDA REGIONAL PLANNING COUNCIL

2002 - 2003

### Senior Planner – Economic Development and Coastal Resources

- Project Manager for the implementation of an intergovernmental regional economic forecasting.
- Project Manager for the Florida Keys Carrying Capacity Impact Analysis Model. Responsible for running the model and interpreting results. Member of implementation workgroup.
- Chair, Comprehensive Plan and Land Development Regulations Committee, Marine Industries Association of South Florida. Coordination of group to implement the Marine Master Plan.
- Administered the Council's Federal EDA grant.
- Moderator and speaker for several economic development forums.

## COMMUNITY PLANNING DIVISION, CITY OF HOLLYWOOD

1999 - 2002

### Principal Planner

2001 - 2002

- Supervised staff of four planners working on zoning and land development issues.
- Liaison to municipal boards, city departments, and the public regarding land development regulations.
- Coordinator for City-Wide Master Plan; inception, adoption and implementation.

### Associate Planner – Current and Comprehensive Planning

1999 - 2001

- Reviewed building permits, site plans, development proposals, provided written and oral reports to municipal boards.
- Researched, authored and edited City-Wide Master Plan and subsequent How-to Manual.

## CERTIFICATIONS & MEMBERSHIPS

Palm Beach Planning Congress – member

2009 - present

American Institute of Certified Planners (AICP) – certification

2007 - present

American Planning Association – National and State Chapters - member

1999 - present

## EDUCATION

M.A. Marine Policy, University of Rhode Island

1998

B.A. Marine Policy, University of Miami

1993

*REFERENCES - Available upon request*

# TAB 13



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** August 3, 2011

**Agenda Item No.** Tab 13

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other: LIBRARY BOARD MEMBERSHIP APPOINTMENTS

**SUBJECT:** Library Board Membership Appointments

**RECOMMENDED MOTION/ACTION:** To Appoint one (1) Regular Members and one (1) Alternate Members to the Library Board.

Approved by Town Manager W. G. Davis Date: 7/21/11  
Vivian Lely July 20, 2011  
 Name/Title Date of Actual Submittal

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

**Summary Explanation/Background:** The Library Board currently has two openings, one (1) regular membership position and one (1) alternate membership position. The Town Clerk's office received the following two applications:

1. Elizabeth Auld
2. Barbara Bursey

The Commission has an opportunity to fill both available positions with the applications received.

# BALLOT

# BALLOT

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## MAYOR/COMMISSIONER

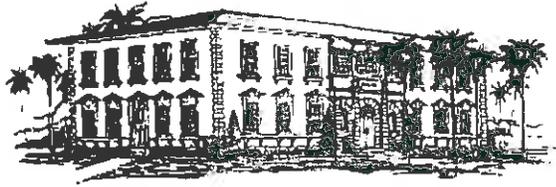
THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST APPOINTMENT AS AN ALTERNATE MEMBER AND A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant (s):	Yes	No
Elizabeth Auld (as alternate)	_____	_____
Elizabeth Auld (as regular)	_____	_____
Barbara Bursey (as alternate)	_____	_____
Barbara Bursey (as regular)	_____	_____

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

# APPLICANTS



# The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

## Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when an appointment has been made. Town Of Lake Park  
Town Clerk's Office

Please print the following information:

JUL 8 2011

Name: AULD Elizabeth H  
Last First Middle

RECEIVED

Address: 625 W. Kalmia Dr.

Telephone: home 561-881-9178 work ret. cell 301-3012

E-Mail Address BethAuld@Comcast.net.

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, which one(s): _____		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> _____	Tree Board
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input checked="" type="checkbox"/> _____	Library Board
<input type="checkbox"/> _____	Construction Board of Adjustments & Appeals		

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (2)

Your Name: Elizabeth Auld

Please indicate the reason for your interest in your first and second choices: \_\_\_\_\_

Encouraged to apply by board members  
at last meeting. member of Friends of  
the Library.

Number of Meetings of the above boards you have attended in the past six months: \_\_\_\_\_

Your educational background: (High school, College, Graduate School or other training)

Medical School (Tulane)

What is/was your profession or occupation: Let. M.D.

How long: 8 yrs.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: \_\_\_\_\_

Interest in children's issues  
and programming.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: \_\_\_\_\_

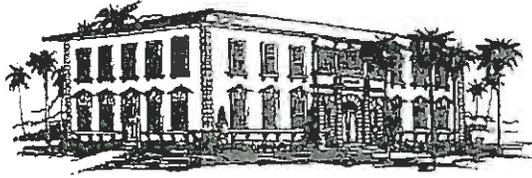
working with other community  
members to raise money for the library

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Elizabeth Auld Date: 7-8-11



# The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

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Please print the following information:

Name: Bursey Barbara Jane  
Last First Middle

Address: 209 Cypress Drive

Town Of Lake Park  
Town Clerk's Office

Telephone: home 8443931 work \_\_\_\_\_ cell \_\_\_\_\_

E-Mail Address \_\_\_\_\_

JUL 11 2011

- |   |   |                                     |
|---|---|-------------------------------------|
| Are you a resident of Lake Park   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>         |
| Are you a non-resident business owner in Lake Park                      | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |
| Are you a registered voter (Response to this question is not mandatory) | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| Do you currently serve on a Town Board or Committee                     | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |

**RECEIVED**

If so, which one(s): \_\_\_\_\_

Have you been convicted of a crime  Yes  No

If so, when? \_\_\_\_\_ where? \_\_\_\_\_

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

- |  |  |
|--|--|
| <input type="checkbox"/> _____ Code Compliance *                           | <input type="checkbox"/> _____ Tree Board                                      |
| <input type="checkbox"/> _____ CRA Board (Community Redevelopment Agency)  | <input type="checkbox"/> _____ Planning & Zoning/Historic Preservation Board * |
| <input type="checkbox"/> _____ Harbor Marina Advisory Board                | <input type="checkbox"/> <u>1</u> _____ Library Board                          |
| <input type="checkbox"/> _____ Construction Board of Adjustments & Appeals |  |

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Barbara J. Bursey

Please indicate the reason for your interest in your first and second choices:

Just want to help our youth + kids

Number of Meetings of the above boards you have attended in the past six months: 2 for grants

Your educational background: (High school, College, Graduate School or other training)

Graduated Palm Beach High School 1951  
1 year at Florida State

What is/was your profession or occupation:

Drug Buyer For 18 Stores Discount  
How long: 30 years Still work at Sheriff's office DRUGS  
as crossing guard

Please indicate employment experience that you feel relates to your desired service on an

advisory board or committee: School Guard at L.P. Elementary School  
work with children at L.P. Baptist School every day.  
They tell me what they like

Please indicate other general experience or community involvement that you feel qualifies you to

serve on the boards you have chosen: 3 years on Education Board 6 years  
on Code Compliance until we were ended

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Barbara J Bursey Date: 7/11/11

# TAB 14



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** August 3, 2011

**Agenda Item No.** Tab 14

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

**SUBJECT:** Assignment of Board Liaisons

**RECOMMENDED MOTION/ACTION:**

**Approved by Town Manager** W. J. Davis

**Date:** 7/28/11

Y. M. C.  
Name/Title

July 28, 2011  
Date of Actual Submittal

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00  Funding Source: N/A  Acct. # N/A	<b>Attachments:</b>
<b>Department Review:</b> <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"/> Information Technology _____ <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 <u>Y.M.C.</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>Y.M.C.</u> <b>Please initial one.</b>

**Summary Explanation/Background:** At the July 13, 2011 Special Call Commission meeting Commission Hockman resigned as the Library Board liaison.

Mayor DuBois requested and received consensus from the Commission to serve as liaison to the Planning and Zoning Board.

Commission directed staff to generate an agenda item so that a Commissioner could be appointed as liaison to the Library Board.

# TAB 15



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** August 3, 2011

**Agenda Item No.** Tab 15

- PUBLIC HEARING
- ORDINANCE ON FIRST READING
- ORDINANCE ON SECOND READING
- PRESENTATION/PROCLAMATION
- Other:
- RESOLUTION
- DISCUSSION/POSSIBLE ACTION
- BID/RFP AWARD
- CONSENT AGENDA

**SUBJECT:** Interlocal Agreement between Palm Beach County and the Town of Lake Park for Funding of Additional Boat Trailer Parking and Increased Public Access to the Lake Park Marina

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager *M. Davis* Date: 7/21/11

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	Costs: \$ _____ Funding Source: _____ Acct. # _____	<b>Attachments:</b> <b>Various Town and Board of County Commissioners Agenda Items, Minutes, and Interlocal Agreement</b>
<b>Department Review:</b> <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"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u> <b>Please initial one.</b>

**Summary Explanation/Background:** On August 4, 2010 the Town Commission voted unanimously to accept a County Water Access Bond Grant for the purpose of purchasing 115 Federal Highway. (Agenda item, staff report, meeting minutes and powerpoint presentation attached)

On October 20, 2010 the Town Commission unanimously passed Resolution No. 49-10-10 authorizing and directing the Mayor to execute an Interlocal Agreement between the Town of Lake Park and Palm Beach County accepting a grant of \$2.4 million dollars from the County's Water Access Grant. (Agenda item, resolution and meeting minutes attached)

On November 16, 2010 the Board of County Commissioners approved the Interlocal Agreement for funding in the amount of \$2.4 million to acquire land for expansion of boat trailer parking and increased public access at the Lake Park Harbor Marina. (Agenda item attached)

An attorney representing Lake Shore Drive residents contacted Board of County Commissioner Chair Karen T. Marcus to advise her that there are residents who are objecting to the closure of the southern portion of Lake Shore Drive, development of a pedestrian promenade and private development of a restaurant as required by the Interlocal Agreement. She was also advised that in response to the objections of the residents, the Town Commission may be reconsidering its commitment.

On June 7<sup>th</sup>, 2011 the Board of County Commissioners reviewed this issue and confirmed that the contemplated development of all phases of the Marina Project, including the promenade and restaurant, was a major consideration in voting to approve the Interlocal Agreement. The Board directed that a letter be sent to notify the Town of the Board's position and remind the Town that failure to pursue development of each and every phase of the Project would constitute a default under the Interlocal Agreement entitling the County to require repayment of the \$2.4 million in grant funding.

The Board provided the Town with a 90 day notification timeline to respond to the Board with the Town's decision on the project. The 90 day period expires on September 7, 2011. The Town Commission needs to decide if it intends to comply with its responsibilities as outlined in the Interlocal Agreement.

**Karen T. Marcus**  
County Commissioner  
District 1  
Board of County Commissioners

**County Administrator**  
Robert Weisman



June 16, 2011

RECEIVED

JUN 20 2011

Ms. Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Town of Lake Park  
Office of Town Manager

RE: Lake Park Marina / Interlocal Agreement dated  
November 16, 2010 (R-2010-1943)

Dear Maria:

As you are aware, we have been informed that some residents within the Town are objecting to the closure of the southernmost portion of Lake Shore Drive, development of a pedestrian promenade and private development of a restaurant as required by the Interlocal Agreement. On June 7, the Board of county Commissioners reviewed this issue and confirmed that the contemplated development of all phases of the Marina Project, including the promenade and restaurant, was a major consideration in voting to approve the Interlocal Agreement. The Board also included a 90 day notification process on the Town's decision on the project.

The Board directed that a letter be sent to notify the Town of the Board's position and remind the Town that failure to pursue development of each and every phase of the Project would constitute a default under the Interlocal Agreement entitling the County to require repayment of the entire \$2.4 Million in grant funding.

While we understand the concerns of your residents regarding any change to the area surrounding the Marina, we would hope that those concerns could be addressed by providing additional information and conducting public outreach as the Project moves through the Town's development review and approval process.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Marcus", is written over the typed name.

Karen T. Marcus, Chair  
Board of County Commissioners

cc: Members of the Board of County Commissioners  
Robert Weisman, County Administrator  
Howard J. Falcon, III, Assistant County Attorney

"An Equal Opportunity Affirmative Action Employer"

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

Meeting Date: August 4, 2010

Agenda Item No. 8

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

**SUBJECT: Discuss Utilizing \$2.4 Million Dollars of County Grant Money to Purchase a Parcel of Land on the Corner of Silver Beach Road and Federal Highway for Marina Parking.**

**RECOMMENDED MOTION/ACTION:** Consensus to move forward

Approved by Town Manager *Patrick Sullivan* Date: 7/27/10

Patrick Sullivan CD Director

Name/Title

Date of Actual Submittal

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Memo Site Maps Power Point
<b>Department Review:</b> <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>AS</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
<b>Advertised:</b> 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 7/27/2010 Not applicable in this case _____: Please Initial one.

**Summary Explanation/Background:** Please see attached memo and site maps for summary report.

**Town of Lake Park  
Community Development Department**



*Patrick Sullivan, AICP, CED, Director*

**Memo Date:** July 27, 2010

**To:** Town Commission

Palm Beach County wants to give the Town of Lake Park \$2.4 million dollars.

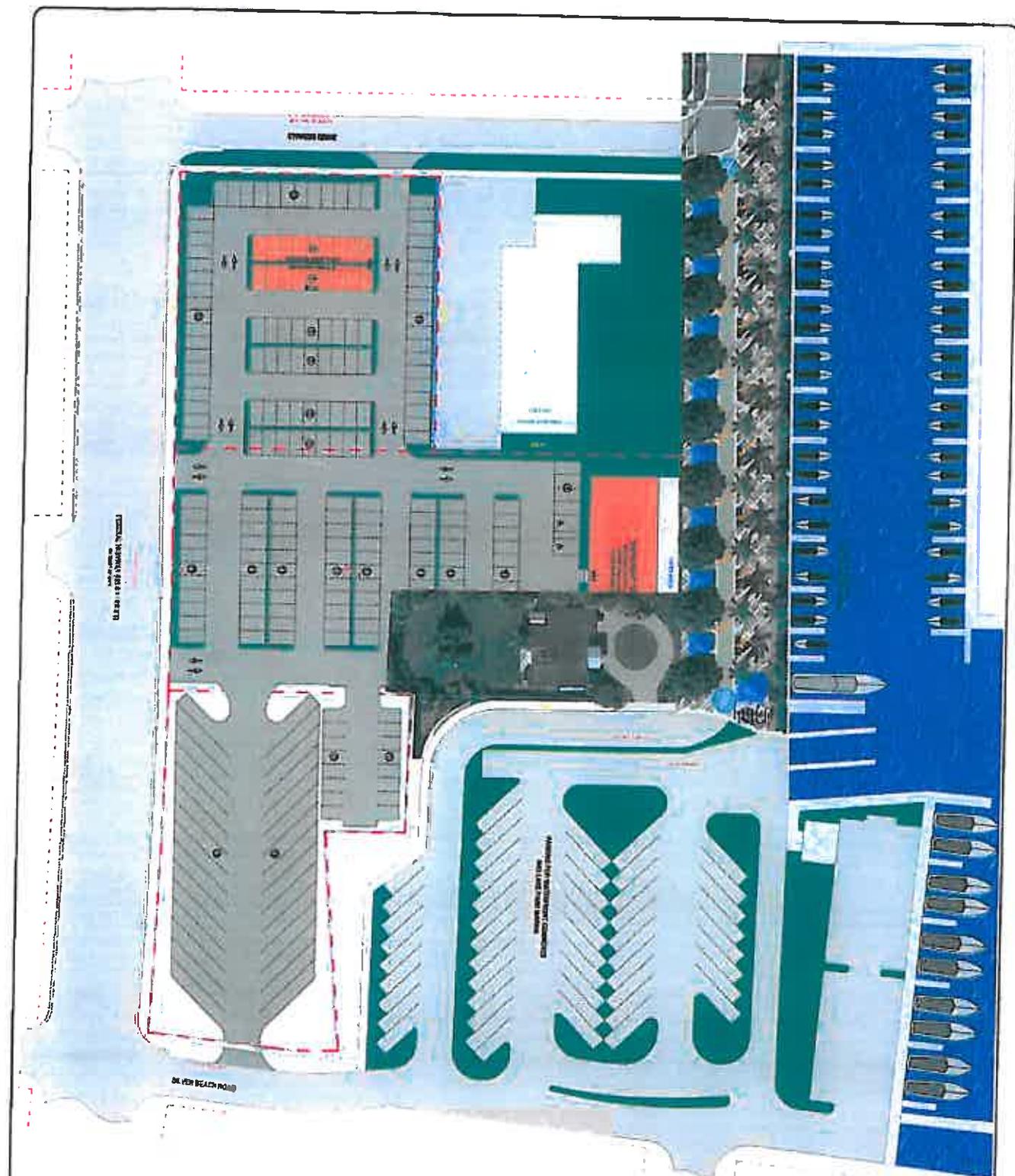
The County is prepared to provide the Town a grant from its Water Access Bond for \$2,400,000 so that the Town may purchase a parcel of land that abuts the Town Marina, located on the corner of Silver Beach Road and Federal Highway. The site is presently a boat repair and storage facility. The Town has been negotiating the purchase of this site for many months and we are now at the point where we should accept the grant and purchase the property.

The grant would provide the Town with an opportunity to expand its marina parking for both boat trailers (30 additional spaces) and automobiles (18 additional spaces). The Town would use the \$2,400,000 grant to purchase the property. This is most likely a one-time opportunity. The property is presently paved and just needs to be restriped to begin utilizing it as a trailer parking area. The long term plan for the property is to tear down the existing repair facility to create more parking. Only grant funds (Florida Inland Navigation District - FIND, Florida Boating Improvement Program - FBIP) would be utilized to finance additional improvements to the site.

The property would be purchased from the owners of South Florida Yachts. They in turn will utilize that money to redevelop the area that abuts this property (see attached maps). The phase 1 plan is to construct a restaurant along Lakeshore Drive and create parking in the area to the west of the restaurant site. Subsequent phases would provide additional restaurants and other business amenities as the market opens up. In conjunction with this development the Town would apply for additional grant money to convert the section of Lake Shore Drive adjacent to the marina to a pedestrian mall that would increase public access to the waterfront and further integrate the redevelopment to the west of Lake Shore Drive into the overall marina. This area would run the length of the boat docks from the marina entrance to the sharp curve at the south end of Lake Shore Drive. The mall would provide the public with a pedestrian friendly area to access the marina, go for a leisurely stroll or just sit and enjoy the view. This area would also be available for events and shows. In the future we would hope to have business kiosks in this area that would provide services such as food and drink.

This is a public / private partnership that will improve public access to the waterway, provide additional parking for the marina and create public amenities next to the marina. In order to realize this vision it will be necessary to join with the County and South Florida Yachts and utilize any and all resources that if pursued individually would not be sufficient to provide these public amenities. To date, South Florida Yachts has purchased all the lots between Silver Beach Road and Cypress Drive except for two sites. The first is the condominium building at the corner of Cypress and Lake Shore Drive. The second lot is at the southern end of Lake Shore Drive. They are hoping to acquire the parcel at the south end sometime in the future. There are no plans to purchase the condo building.

Patrick Sullivan, AICP, CED, Director  
Community Development Department  
881-3319 fax 881-3323



- LANDSCAPE ARCHITECTURE**
- The owner and applicant are responsible for obtaining the necessary approvals for work on waterways from the Florida Department of Environmental Protection and Fort Pierce Water Utility.
  - Permitting for the proposed work shall be the responsibility of the applicant. The applicant shall obtain all necessary permits from the appropriate agencies.
  - The applicant shall obtain all necessary permits from the appropriate agencies.
  - The applicant shall obtain all necessary permits from the appropriate agencies.

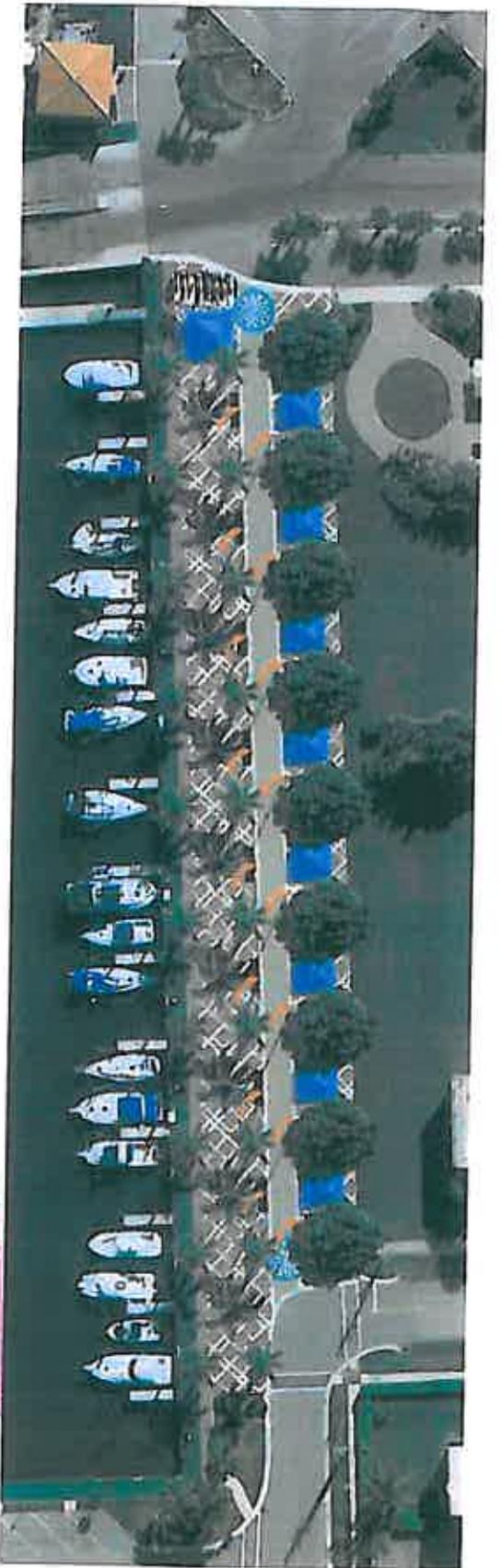
<p><b>GENERAL NOTES</b></p>			
<p>1. All work shall be in accordance with the approved plans and specifications.</p>			
<p>2. The applicant shall obtain all necessary permits from the appropriate agencies.</p>			
<p>3. The applicant shall obtain all necessary permits from the appropriate agencies.</p>			
<p>4. The applicant shall obtain all necessary permits from the appropriate agencies.</p>			
<p>5. The applicant shall obtain all necessary permits from the appropriate agencies.</p>			



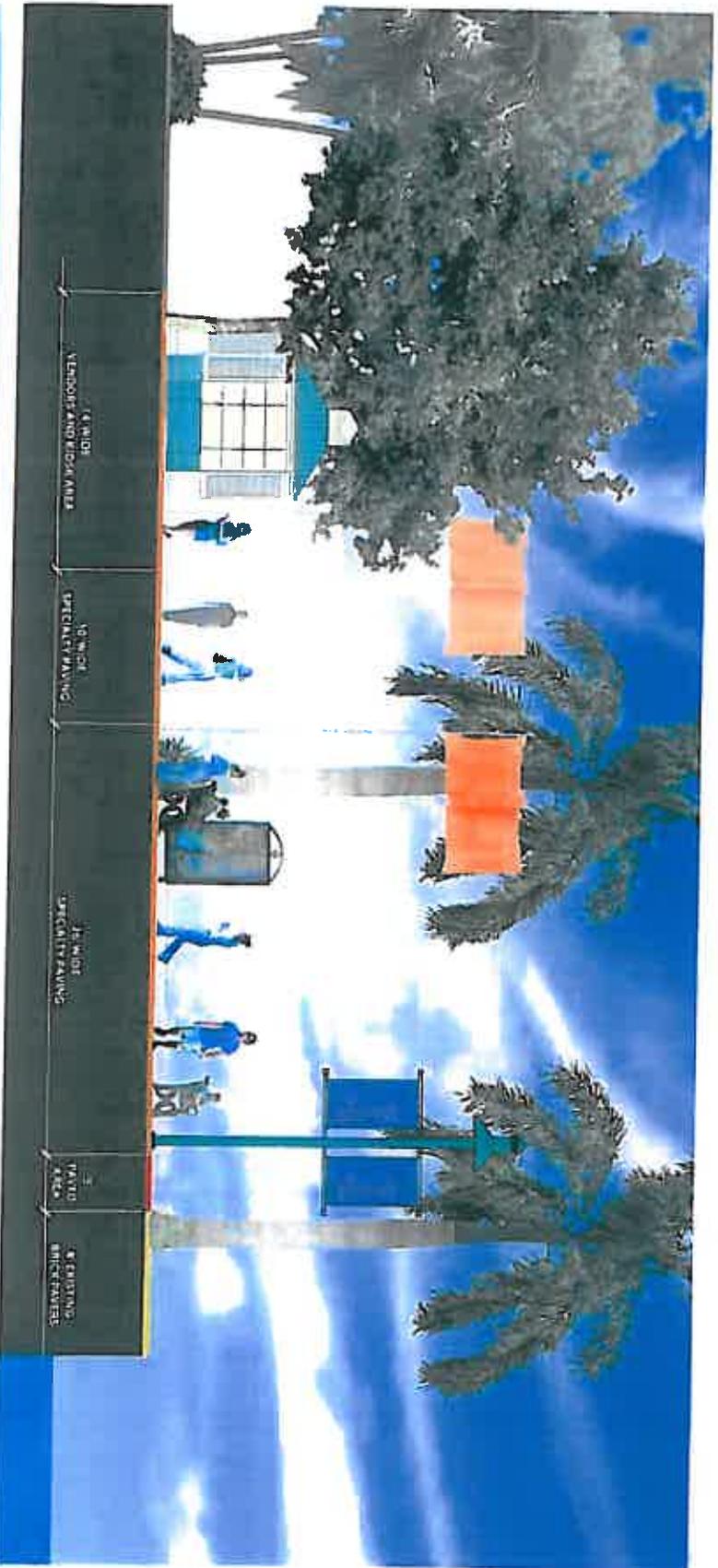
Half Promenade Schematic Plan



LAKE PARK - PROMENADE CONCEPTS



Full Promenade Schematic Plan



LAKE PARK - PROMENADE CONCEPTS



Engineering & Surveying Inc.

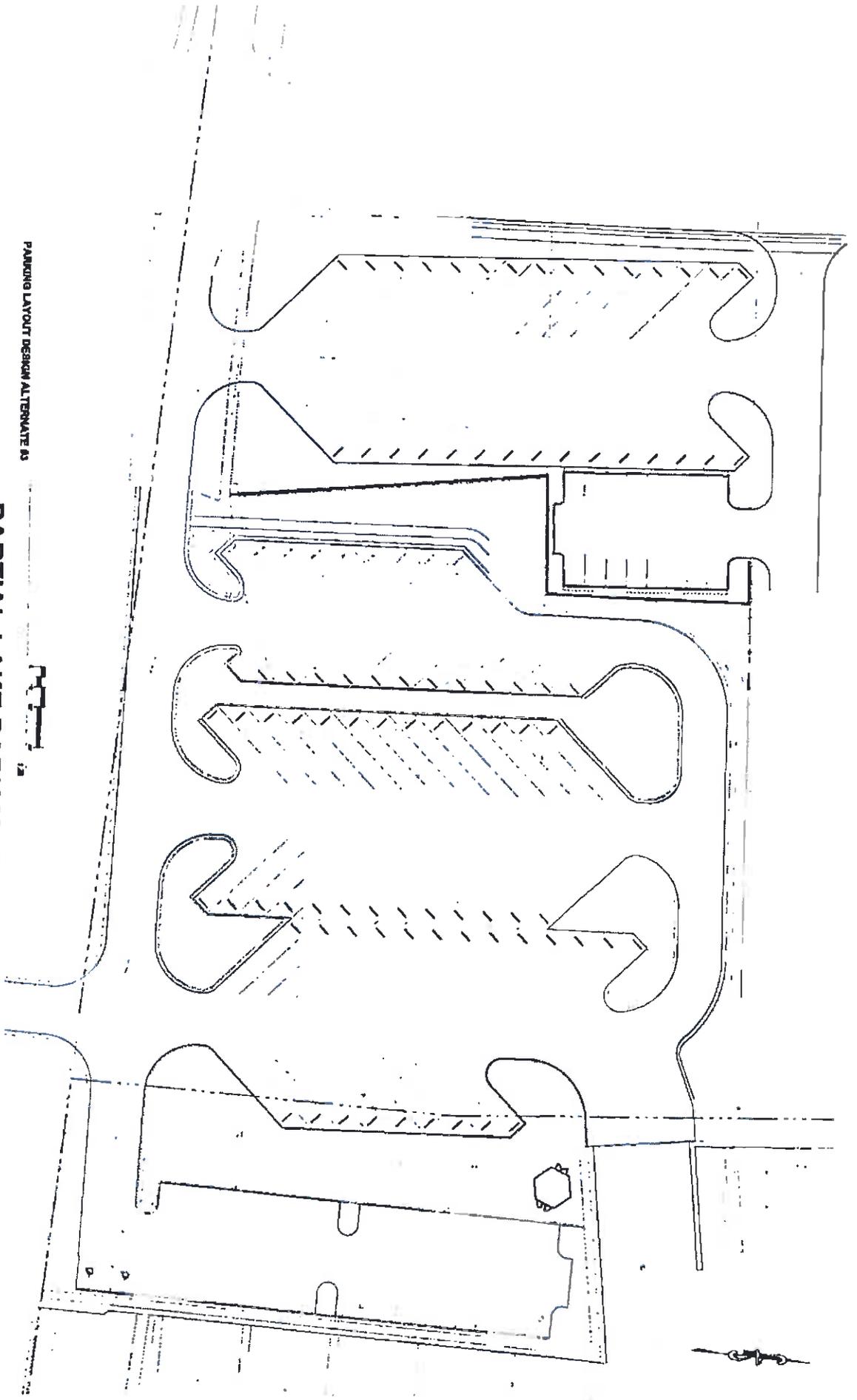
10-3410 - LAKE PARK MARINA PROMENADE

PARKING LAYOUT DESIGN ALTERNATE A3

# PARTIAL LAKE PARK MARINA SITE PLAN

MAY 25, 2010

IL-PK03





**Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 07-2010 upon 1st reading; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Attorney Baird read Ordinance No. 07-2010 by caption-only.

**DISCUSSION AND POSSIBLE ACTION**  
**County Water Access Bond Grant**

Town Manager Davis explained that the Town received a \$2.4 million grant for the acquisition of a parcel owned by South Florida Yachts to used for boat trailer parking.

Community Development Director Sullivan explained the purpose and the history behind the grant. He began a PowerPoint presentation (see Exhibit "A"). He explained that it was approximately seven years ago when South Florida Yachts came to the Town and stated that they were interested in redeveloping the city block between Silver Beach Rd. and Cypress Drive adjacent to the Town Marina. At the time they said they were going to buy up as much land as they could and eventually integrate their properties with the Marina to create an entertainment district along the waterfront. In order to realize the vision they needed the Town to work with them and also needed County money that was available through the County Water Access Bond. He stated that they have met with South Florida Yachts and the County many times and after a long arduous process the County had agreed to grant 2.4 million dollars toward the project (see page 2 of Exhibit "A"). The grant would be given to the Town to buy a parcel of land from South Florida Yachts and install additional boat trailer parking. The Town would purchase the land from South Florida Yachts and South Florida Yachts would in turn take the money and build a restaurant and other amenities on Lake Shore Drive overlooking the Marina. He showed a map showing where the property and development would occur (see page 3 of Exhibit "A"). He showed a picture showing the parcels of the land that South Florida Yachts has acquired over the years (see page 4 of Exhibit "A"). He explained the parcels in detail. He showed a picture of the parcel that the Town would be purchasing (see page 5 of Exhibit "A"). He explained that there was currently a boat storage and boat repair facility on the property. The Town's plan would be to utilize the parcel as is and strike

the parking lot. Then the Town would apply for grant money and demolish the building and integrate the site with lots to the east in order to provide a seamless parking area for boat trailers (see page 6 of Exhibit "A"). The site would accommodate an additional 70 boat trailer parking spaces. He stated that this would make the Town competitive with other sites that provide boat trailer parking. He showed a picture of the site plan (see page 7 of Exhibit "A") He explained that it was a very preliminary proposal of the site plan and it was not a final plan. He explained and discussed the different areas of the site plan. He discussed other proposed improvements to the site such as a promenade area (see page 8 of Exhibit "A"). He showed a picture of the area where cars park on Lakeshore Dr. (see page 9 of Exhibit "A"). He stated that the area would be turned into a pedestrian promenade. He gave an example of the full promenade concept (see page 10 of Exhibit "A"). He discussed the changes that would be made to make the promenade. He showed a picture of the house owned by South Florida Yachts and stated that that was the property where the restaurant would be built (see page 12 of Exhibit "A") He continued to explain the proposed changes and gave examples of each (see pages 13 through 16 of Exhibit "A"). He stated that the site scored high in points for receiving grant money to make improvements in the area (see page 17 of Exhibit "A").

Town Manager Davis stated that the proposed project would open up a lot of parking for Marina events. She stated that she wanted to make it clear that the Town did not have to depend on a grant to just enhance the site. She stated that there were future plans and the Town did not have to go after any other grants.

Mayor DuBois asked how much it would cost to paint the striping.

Town Manager Davis stated that she did not have an estimate but it would not cost much. She stated that the lot was in good shape and the Town would not have to renovate the lot. She stated that Mr. Creber from South Florida Yachts was there if the Commission would like to speak with him.

Commissioner Hockman asked if the Town was going to buy the property for \$2.4 million.

Town Manager Davis explained that that was what the County wanted to do.

Commissioner Hockman asked if it would be possible to pay the \$2.4 million in payments since he had concerns about giving the money in one lump sum for a property that was only appraised at \$800,000. He stated that the lot could not hold as many boat trailers parked at the site that was presented. He explained the reasons why.

Town Manager Davis stated that she could not dispute or discuss the proposed site since it was given to engineers to design the site plan.

Mr. Wayne Creber introduced himself and stated that the parking was engineered and would be adequate for truck and trailer parking. He stated that the County originally tried to purchase the property during the time that he was trying to purchase it and they offered substantially more to the owner than they have to South Florida Yachts. He stated that they would not profit from the sale but lose money on the sale. He stated that it was an

opportunity for the Town to have contiguous property for the Marina. He explained all of the benefits of the property. He explained that there was a sign on the property stating that it was available for a waterfront site not that it was for sale.

Commissioner Hockman stated that tax records showed that Mr. Creber paid \$2 million for the property and the Town would be paying 2.4 million for a property that's been appraised at \$800,000.

Mr. Creber explained that the appraisal was probably inaccurate. He stated that there were no other like properties or a signalized intersection with high drainage. He stated that the company had put in a lot more than 2 million dollars. He explained the issues with the property that needed to be fixed. He stated that there was inventory on the property that had to be purchased separately for 1 million dollars in order to buy the property. He stated that they lost hundreds of thousands of dollars liquidating boats and outboard motors. He stated that they also had to carry other substantial costs over the last five years such as permits and closing costs. He stated that the tax records show that the property was purchased for \$2 million but they spent well over that.

Commissioner Longtin asked who would actually own the property.

Town Manager Davis explained that the Town would own the property.

Commissioner Longtin asked who would have control of the property.

Town Manager Davis explained that the Town would have control of the property. She stated that the agreement with the County was that they would give the Town the funds to purchase the property. The only caveat was that the Town would have to turn the property into boat trailer parking and they would also like for the Town to make it a pedestrian friendly area. They asked that the Town put aside two or three slips so that boaters could dock their boats and go to the restaurant. She stated that the Town would have full control of the parking. There would be an interlocal agreement between the Town and the County.

Commissioner Longtin asked what else was scheduled or proposed on the property.

Community Development Director Sullivan explained that the property would be built out as things came available. He stated that there would need to be a catalyst such as the proposed restaurant.

Town Manager Davis stated that she could show Commissioner Longtin the various plans that have been proposed.

Commissioner Longtin stated that she had concerns for the homeowner who does not want to sell. She stated that they may want to shield the home from the extra noise and traffic from the restaurant. She asked if the Town would be flexible with them should they decide to put up some type of barrier around their home.

Community Development Director Sullivan stated that they could install a fence or concrete wall if they so choose.

Commissioner Longtin stated that she thought it was a good plan and good start for the Marina.

Commissioner Rumsey congratulated staff and Mr. Creber for all of their hard work on the project. He stated that the project would be a great thing for the Town. He stated that he was excited about what it will do for the Marina. He stated that he was also concerned about the homeowner but they had been offered fair market value for their home on more than one occasion. He asked Mr. Creber to explain.

Mr. Creber explained that the homeowner has been a very cooperative neighbor and she had been talking to several people including the County over the years regarding a sale. He stated that they were still open to conversation with her and hoping that they could include that property in the project.

Commissioner Rumsey asked if Mr. Creber was going to build the restaurant and then have someone come in to run the restaurant.

Mr. Creber stated that they had several letters of intent from large companies who were interested in running the restaurant on the site, but until there was an approval and confirmed plan and see what the size of the restaurant will be they can move forward. He stated that they were looking to have a family oriented restaurant.

Commissioner Rumsey asked if Mr. Creber had a projection of when he would be able to break ground on a restaurant.

Town Manager Davis explained that it was up to the Town to get all of the permitting expedited.

Mr. Creber explained that they were currently looking at the different concepts for the restaurant. Once they decide on the concept they can begin the permitting process.

Commissioner Rumsey addressed the argument of using taxpayer money for projects. He stated that he would rather see 2.4 million dollars of taxpayer money come to the Town of Lake Park than another municipality. He stated that if the County had 2.4 million dollars to give away then he wanted it for the Town.

Vice-Mayor Osterman congratulated staff on all of their hard work towards the project. She stated that she did not make her decision based on anything beyond what was happening on the property in the future. She was basing her decision on whether or not there was any value to the Town as just a boat parking site for now. She expressed that the site was a great opportunity for the Town as is with the potential of being better.

Commissioner Hockman expressed his concerns with a metal building on the property. He wanted to know if that building would be removed.

Mr. Creber explained that they were looking into their options for the building. He stated that the building may be taken down and the metal sold for scrap.

Mayor DuBois stated that the project would be good for the Town and its citizens.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Rumsey to accept the County Water Access Bond Grant for the purpose of purchasing 115 Federal Highway; Vice-Mayor Osterman made the second.**

**Vote on Motion:**

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0.

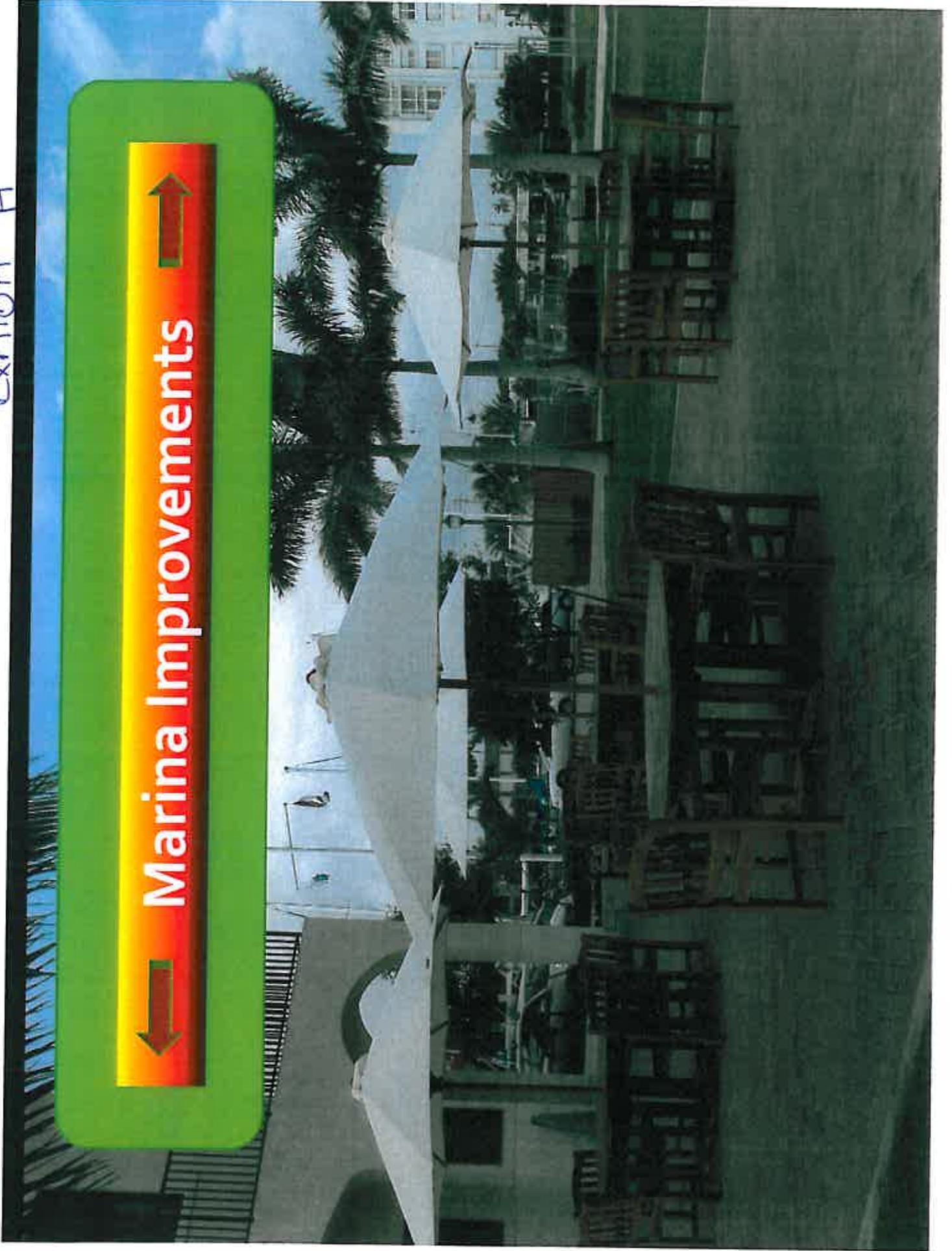
**Traffic Calming & Safety Measures Financial Assessment**

Town Manager Davis explained that there was an analysis and options provided to the Commission.

Vice-Mayor Osterman stated that she wanted the financials on the traffic calming measures since there was a lot of numbers tossed around at the last meeting of how much it would cost taxpayers and she thought that the costs were wrong. According to the analysis provided she was right. She stated that staff provided a breakdown of the costs of different traffic calming options. The costs were broken down by cost per traffic calming option, the cost average per street and the total cost of all 24 streets. She gave some examples of what it would cost for particular traffic calming options. She stated that she had several calls from residents who were in favor of the traffic calming. She stated that those residents did not want to come out and speak for fear of being portrayed as racist by the media. She stated that they were not getting an accurate representation of what people in the Town wanted because of how it was being portrayed in the media. She gave examples of how much it would cost homeowners in taxes should the Town implement traffic calming measures. She stated that a lot could be done to improve the flow of traffic and the safety of the Town's residents for not a lot of money. She stated that the calls she received said to make the decision to send the question to referendum

Exhibit "A"

# Marina Improvements



**Palm Beach County Grant**

**\$2.4 Million Dollars**

**H Additional Boat Trailer Parking**

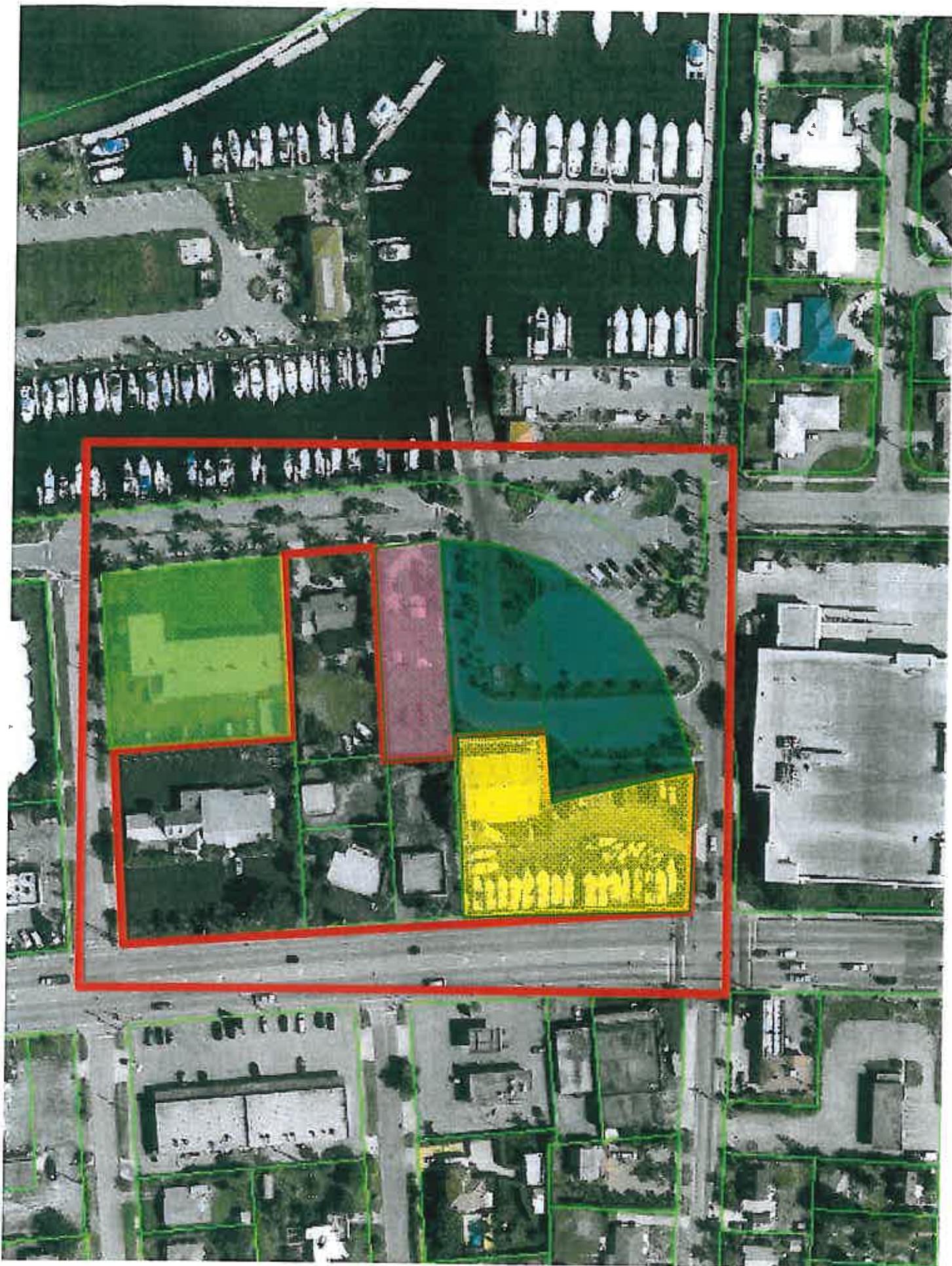


# Traffic Counts



PAUL H. MILLAN, JR., Director  
 TRAFFIC ENGINEERING  
 1000 WEST 10TH AVENUE  
 SUITE 200  
 DENVER, CO 80202

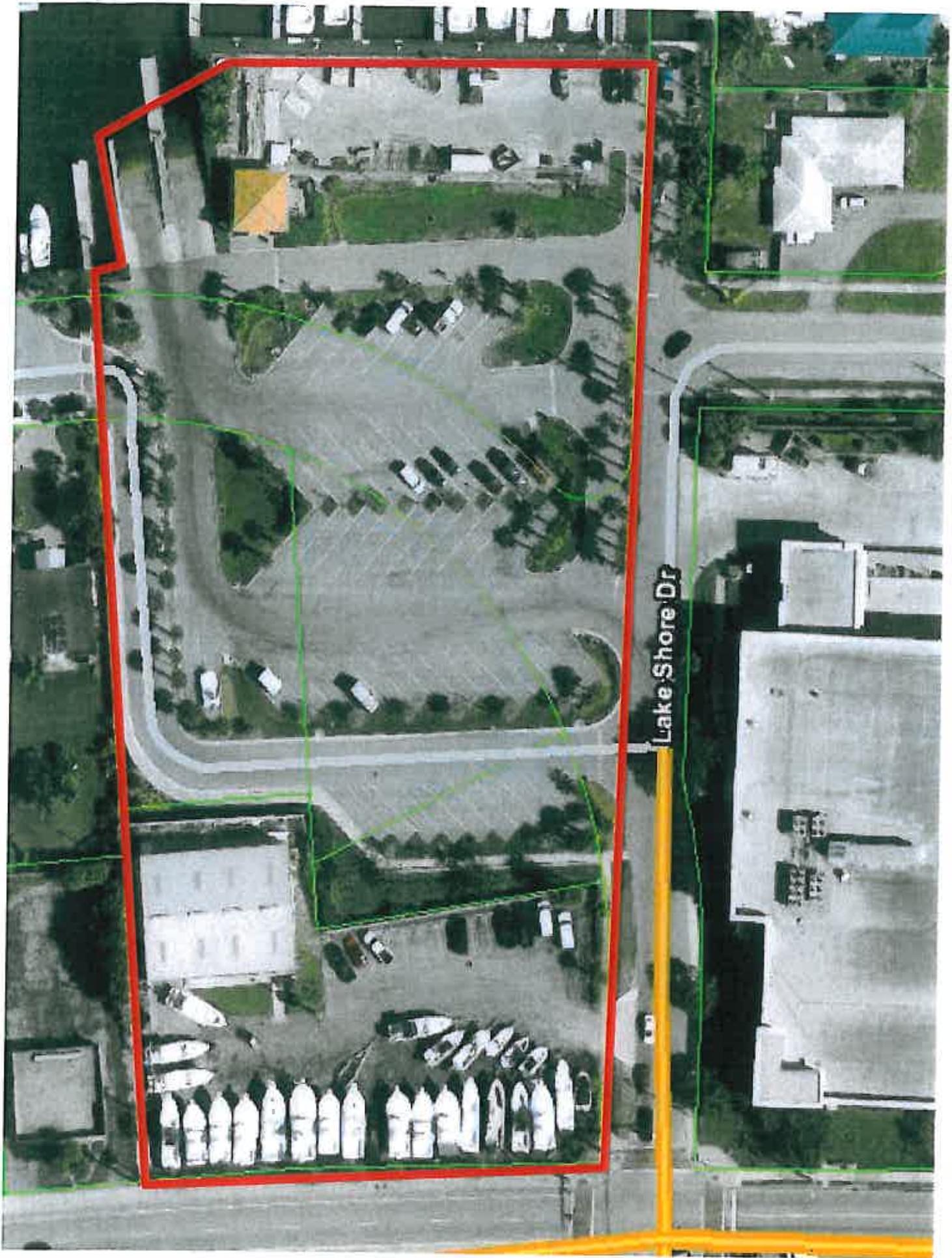
February 6, 2009





Lake Shore Dr

d



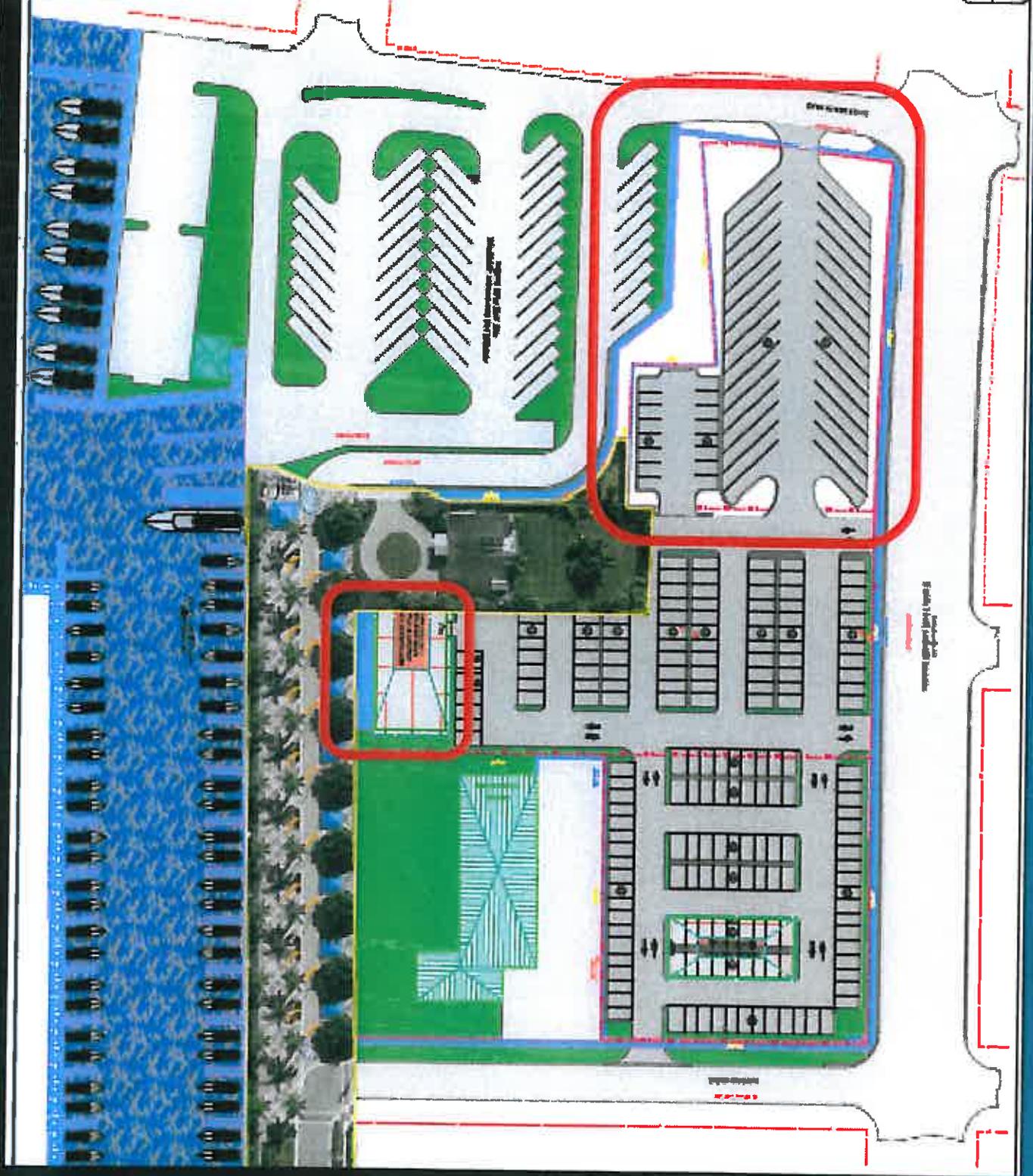
Lake Shore Dr

Project Name	
Client	
Site Address	
Scale	
Author	
Date	



**GENERAL NOTES**

1. The site is located within the [unclear] zoning district.
2. The proposed development is consistent with the [unclear] Comprehensive Zoning Ordinance.
3. The site is currently vacant.
4. The proposed development is shown in red on this plan.
5. The site is bounded by [unclear] to the north, [unclear] to the south, [unclear] to the east, and [unclear] to the west.
6. The proposed development is shown in red on this plan.
7. The site is currently vacant.
8. The proposed development is shown in red on this plan.
9. The site is bounded by [unclear] to the north, [unclear] to the south, [unclear] to the east, and [unclear] to the west.
10. The proposed development is shown in red on this plan.





Half Promenade Schematic Plan

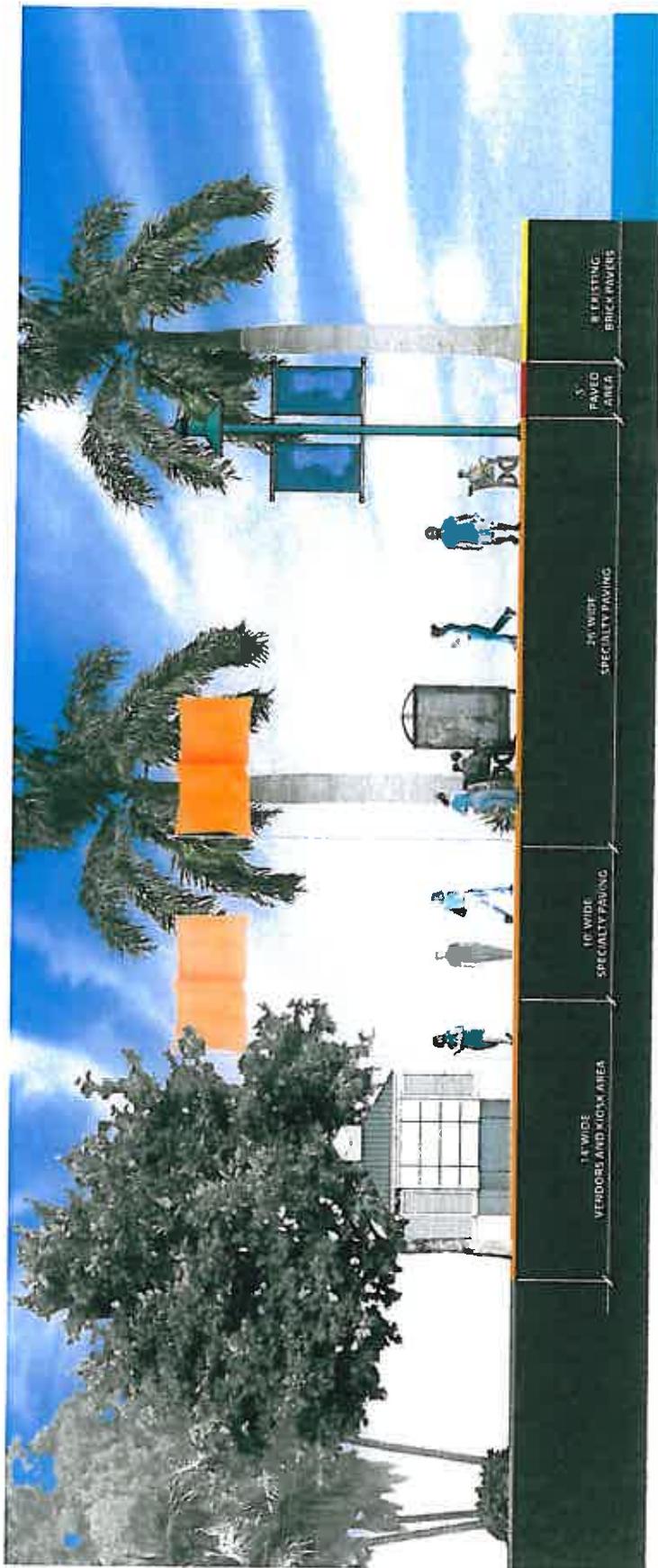


LAKE PARK - PROMENADE CONCEPTS





Full Promenade Schematic Plan



LAKE PARK - PROMENADE CONCEPTS



**Art Shows**

**Fishing  
Tournaments**

**Car Shows**











**State Grants  
For Waterway Access**

**F.I.N.D.**

Florida Inland Navigation District

**F.B.I.P.**

Florida Boating Improvement Program



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

Meeting Date: **October 20, 2010**

Agenda Item No. **2**

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

**SUBJECT: Approval of Interlocal Agreement with Palm Beach County to Utilize \$2.4 Million Dollars of County Grant Money to Purchase a Parcel of Land on the Corner of Silver Beach Road and Federal Highway for Marina Parking.**

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Patrick Sullivan* Date: 10/13/10

Patrick Sullivan CD Director

Name/Title

Date of Actual Submittal

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Memo Resolution Interlocal Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>MS</i></u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>pgs</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 _____
<b>Advertised:</b> 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 10/12/2010 Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:** Please see attached memo for summary report.

**RESOLUTION NO. 49-10-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY ACCEPTING A GRANT OF \$2.4 MILLION DOLLARS FROM THE COUNTY'S WATER ACCESS GRANT AND; PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, Florida Statutes Section 163.01 known as the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to provide services and facilities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (County) for the issuance of a \$50 million General Obligation Bond to be used for financing the acquisition, construction, and/or improvements to properties which enhance waterfront access in the County ("the Waterfront Access Bond"); and

**WHEREAS**, the Town proposes to acquire property located at 115 Federal Highway to be used to create additional boat trailer parking, vehicle parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina and its surrounding area which would enhance public access to County Waterways ; and

**WHEREAS**, the Town has asked County to provide funding from the Waterfront Access Bond for the Project; and

**WHEREAS**, the County has determined that the Project is eligible for funding from the Waterfront Access Bond and agrees to provide the Town funding for the Project.

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

**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.**

That Mayor is hereby authorized and directed to execute the Interlocal Agreement between the County and the Town

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

**Town of Lake Park  
Community Development Department**



Memo Date: October 7, 2010

Patrick Sullivan, AICP, CED, Director

To: Town Commission

This is a request to enter into an interlocal agreement with Palm Beach County to accept a grant of \$2.4 million dollars from the county's Water Access Bond so that the Town may purchase a parcel of land that abuts the Town Marina, located on the corner of Silver Beach Road and Federal Highway. The site is presently a boat repair and storage facility. The grant was approved by the County at their Commission meeting of October 19, 2010.

The grant will provide the Town with an opportunity to expand its marina parking for both boat trailers (30 additional spaces) and automobiles (18 additional spaces). The Town will use the \$2,400,000 grant to purchase the property. The property is presently paved and just needs to be restriped to begin utilizing it as a trailer parking area. The long term plan for the property is to tear down the existing repair facility to create more parking. Grant funds (Florida Inland Navigation District - FIND, Florida Boating Improvement Program - FBIP) will be utilized to finance additional Improvements to the site.

The property would be purchased from the owners of South Florida Yachts. They in turn will utilize that money to redevelop the area that abuts this property. The phase 1 plan is to construct a restaurant along Lakeshore Drive and create parking in the area to the west of the restaurant site.

This is a public / private partnership that will improve public access to the waterway, provide additional parking for the marina and create public amenities next to the marina. In order to realize this vision it will be necessary to join with the County and South Florida Yachts and utilize any and all resources that if pursued individually would not be sufficient to provide these public amenities.

Patrick Sullivan, AICP, CED, Director  
Community Development Department  
881-3319 fax 881-3323  
[psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND  
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

**WHEREAS**, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969<sup>4</sup> authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

**WHEREAS**, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

**WHEREAS**, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

**WHEREAS**, the TOWN will operate and maintain the Project upon its completion; and

**WHEREAS**, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

**WHEREAS**, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: GENERAL**

**Section 1.01** The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

**Section 1.02** The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

**Section 1.03** COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

**Section 1.04** COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

**Section 1.05** TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

**Section 1.06** TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

**Section 1.07** TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

**Section 2.01** TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

**Section 2.02** TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

**Section 2.03** Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

**Section 2.04** TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

**Section 2.05** TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

**Section 2.06** TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

### **ARTICLE 3: FUNDING**

**Section 3.01** The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

**Section 4.01** Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

**Section 4.02** TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

**Section 4.03** TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

**Section 4.04** The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

**Section 4.05** It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

#### **ARTICLE 5: USE OF THE PROJECT**

**Section 5.01** TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

**Section 5.02** The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

**Section 5.03** TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

#### **ARTICLE 6: ACCESS AND AUDITS**

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

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**EXHIBIT "A"**

**Project Description**

**PHASE I**

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Traller Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
<b>PHASE II</b>		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLANS**

**See separate attachments.**

**EXHIBIT "C"**

**EXHIBIT "C"**  
**COST ESTIMATE**

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

**EXHIBIT "D"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**115 Federal Highway**

**KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:**

**Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9' 01'57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85'19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West and having a radius of 5759.65 feet, said point being In the Easterly right-of-way of US Highway no. 1 (State Road No.5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2'27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88'06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10'55'57", a distance of 50.0 feet to the Point of Beginning.**

ATTEST:

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

Vivian L. Mendez, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Thomas J. Baird, Town Attorney

ATTEST:

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

Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

County Attorney

**TOWN OF LAKE PARK**

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

Mayor

Desca DuBois,

**BOARD OF COUNTY COMMISSIONERS**

**BEACH COUNTY, FLORIDA**

**PALM**

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

, Chair



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, October 20, 2010, 8:33 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 20, 2010 at 8:33 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Mayor DuBois led the Invocation and the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

The "Be a Hero" Proclamation was added to the Consent Agenda.

**Motion: A motion was made by Commissioner Rumsey to approve the Agenda as modified; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

**PUBLIC AND OTHER COMMENTS:**

*Andy Flack 251 W. 11<sup>th</sup> St. Boynton Beach, FL* – stated that he was with the Riviera Beach Maritime Academy. He stated that the school wanted to thank the Town and Marina Director Mike Pisano for allowing them to put on their 3<sup>rd</sup> annual Father's Fishing Challenge over Father's Day weekend. He stated that they drew in almost 70 boats and 300 to 400 people. He stated that the Marina was the jewel of Lake Park. He stated that he enjoyed the Marina, its staff and Marina Director Mike Pisano. He stated that the Marina is always clean. He read and presented a plaque of appreciation to Marina Director Mike Pisano.

**CONSENT AGENDA:**

1. Resolution No. 48-10-10 Mayor to Sign Amended Contract with Hy-Byrd
2. Resolution No. 49-10-10 Interlocal Agreement with Palm Beach County to Grant 2.4 Million to Purchase Marina Boat Trailer Parking Lot
3. Proclamation for "Be a Hero" Month

**Public Comment Open.**

*None*

**Public Comment Closed.**

Commissioner Hockman pulled item numbers 1 and 2 from the Consent Agenda.

**Motion: A motion was made by Commissioner Rumsey to approve item number 3 of the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Hockman asked if the Hy-Byrd contract was being amended to add an additional year and if it was being renewed.

Town Manager Davis stated that that was correct.

Commissioner Hockman asked if Hy-Byrd was not willing to change the amount and keep it going until next year.

Community Development Director explained that Hy-Byrd wanted a three year contract and to also bring it down to \$85,000.

Commissioner Hockman asked if the Town would be able to amend the contract again next year if there were no permits or inspections.

Town Manager Davis stated that she believed there was an out in the contract where they were not locked in for 3 years.

Attorney Baird explained that it was a three year contract and 90 days before the end of each year, either party can give notice to cancel the contract.

Commissioner Hockman stated that Section 3.2 needed to be amended as well to match the rest of the contract.

Community Development Director thanked Commissioner Hockman and stated that he would make the changes.

Commissioner Longtin asked if Commissioner Hockman could explain why the changes needed to be made to that section.

Commissioner Hockman explained the reasons that Section 3.2 needed to be changed.

**Motion: A motion was made by Commissioner Rumsey to approve item number 1 of the Consent Agenda; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Hockman stated he would like the removal of the building included so that the Town would not have to maintain liability insurance and another cost factor to maintain the building.

Town Manager Davis stated that Commissioner Hockman had a good point but the item was not a purchase contract. She explained that it was just an interlocal agreement between the County and the Town where the County was going to provide the Town with 2.4 million dollars.

Commissioner Hockman stated that he understood that but the agreement also stated that there was a building. He stated that the section should be corrected to state that the building is removed as part of the deal.

Town Manager Davis explained that there was nothing in the agreement that would prohibit the Town from removing the building. She stated that when there is a purchase

agreement between the Town and the seller the building could be negotiated at that time. She explained that the interlocal agreement was for the Town to accept the 2.4 million dollars from the County.

Commissioner Hockman stated for the record that per the agreement, if the Town decides because of economics to do whatever, the Town does have to pay back the 2.4 million dollars back to the County unless they turn back the property to the County.

Town Manager Davis clarified and explained that the 2.4 million dollars was to pay for the land to add boat trailer parking at the corner of Silver Beach Rd. and U.S. Highway One. The purpose of the grant is to acquire the property to add an additional 32 boat trailer parking spaces in perpetuity for the Marina. Should the Town choose to build something else like a restaurant then the Town would have to return the grant money. The agreement binds the Town to utilize the property as boat trailer parking and additional water access.

Commissioner Hockman stated that he also saw in the agreement that the plan was to install kiats along Lake Shore.

Town Manager Davis explained that the project was subject to grant funding only.

Commissioner Hockman stated that he wanted to make sure that the agreement was not an actual purchase because it reads that way.

Commissioner Longtin asked if there was a purchase agreement already in the process.

Town Manager Davis stated that an attorney was currently reviewing a purchase agreement.

Commissioner Longtin asked how many years did the agreement have to be held.

Town Manager Davis stated that the agreement was to be held in perpetuity.

**Motion: A motion was made by Commissioner Rumsey to approve item number 2 of the Consent Agenda; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor			



FILE

cc: Patrick  
RECEIVED

DEC 9 2010

Town Of Lake Park  
Office Of Town Manager

December 6, 2010

Facilities Development &  
Operations Department  
Property & Real Estate  
Management Division

2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
(561) 253-0217  
FAX (561) 233-0210  
www.pbcgov.com/fdo

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

RE: Interlocal Agreement / Waterfront Bond

Dear Maria,

The Board of County Commissioners approved the Interlocal Agreement, at their November 16, 2010 meeting, for funding in the amount of \$2.4M to acquire land for expansion of boat trailer parking at the Lake Park Marina. Enclosed is a copy of the agenda item, together with a fully executed Interlocal Agreement for your records.

Please give me a call to discuss how you intend to handle closing on the acquisition of the property.

Sincerely,

  
Ross C. Hering  
Director

RCH/bw  
Enclosures

cc: Eric Call, Director, Parks and Recreation Department (w/ encl.)

U:\RHering\2010\davis\_lake park marina 120210.docx

Palm Beach County  
Board of County  
Commissioners  
Karen T. Marcus, Chair  
Sheiley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND  
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

**WHEREAS**, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

**WHEREAS**, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

**WHEREAS**, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

**WHEREAS**, the TOWN will operate and maintain the Project upon its completion; and

**WHEREAS**, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

**WHEREAS**, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

#### **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

#### **ARTICLE 6: ACCESS AND AUDITS**

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

#### **ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**EXHIBIT "A"**

**Project Description**

**PHASE I**

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
<b>PHASE II</b>		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLANS**

See separate attachment.



**EXHIBIT "C"**  
**COST ESTIMATE**

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

**EXHIBIT "D"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**115 Federal Highway**

**KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:**

**Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9' 01'57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85'19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West and having a radius of 5759.65 feet, said point being In the Easterly right-of-way of US Highway no. 1 (State Road No.5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2'27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88'06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10'55'57", a distance of 50.0 feet to the Point of Beginning.**

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley  
Vivian M. Lemley, Town Clerk

By: Desca DuBois  
Desca DuBois, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Thomas J. Baird  
Thomas J. Baird, Town Attorney

R 2010 19 43 NOV 16 2010  
BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Nancy Powell  
Deputy Clerk



By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

Agenda Item #: **5C-1**  
**BALV 7-0**  
**R-2010-1943**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: **November 16, 2010**     Consent     Regular  
 Ordinance     Public Hearing

Department: **Facilities Development & Operations**    *Parks*

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:  
**A)** an Interlocal Agreement with the Town of Lake Park (Town) for funding in the amount of \$2.4M to acquire land for expansion of boat trailer parking at the Lake Park Marina; and  
**B)** a Budget Transfer of \$2.4M within the \$50M GO 05 Waterfront Access Bond Reserve (\$740,000), Light Harbor Marina (\$660,000) and Bert Winters Park Boat Ramp Expansion (\$1,000,000) to Lake Park Marina.

**Summary:** In January of 2009, the Board reviewed a request by the Town for funding support of a planned expansion of the Town's Marina. The Board directed Staff to identify \$2.4M in funding which could be made available for the project. As currently proposed, the project includes the Town acquiring approximately .8 acres of land at the N.E. corner of Silver Beach Road/Lakeshore Drive and U.S.-1. This property will be used by the Town to expand the Town's existing boat trailer parking lot to provide an additional 30 boat trailer and 16 standard vehicle parking spaces. Future phases of the project will include closing Lake Shore Drive and constructing a pedestrian promenade between the Marina and the properties along the west side of the existing Lake Shore Drive, as well as private sector development of a restaurant. The Town will be making a presentation on the full scope of the project. Parks and Recreation has identified \$2.4M in funding from the Waterfront Bond Program to be reallocated to this project: \$1M from Bert Winters Park; \$660,000 in remaining funds from the Light Harbor Boat Ramp project; and \$740,000 from Waterfront Bond reserves. **(PREM) District 1/Countywide (HJF)**

**Background and Policy Issues:** Staff has been exploring the concept of expanding boat trailer parking at the Town of Lake Park's municipal marina for at least 10 years. During the period that Riviera Beach was pursuing a more aggressive redevelopment plan and was attempting to get the County to relocate its boat ramp project from the Light Harbor property, Staff attempted to negotiate an assemblage of properties at the corner of Lakeshore Drive and U.S.-1 next to the Lake Park Marina which could be used as an alternative to the Light Harbor site. The concept was to expand the capacity of the existing boat ramps at the Town's Marina by providing more trailer parking on the adjoining property. Staff discontinued those efforts due to the prices the landowners were demanding, and the fact that Riviera Beach ultimately approved changes to the site plan allowing for development of the boat ramp project on the Light Harbor property.

**RECEIVED**

(continued on page 3)

- Attachments:**
1. Location Map
  2. SFY Properties
  3. Interlocal Agreement
  4. Budget Transfer
  5. Town of Lake Park's resolution

NOV 29 2010

**Recommended By:** *Keith Anthony Wong*    11/9/10  
Department Director    Date

**Approved By:** *[Signature]*    11/15/10  
County Administrator    Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$2,400,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$2,400,000</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No   X  

Budget Account No:	Fund	<u>3038</u>	Dept	<u>821</u>	Unit	<u>9824</u>	Object	<u>9908</u>	\$740,000
		Program							
Budget Account No:	Fund	<u>3038</u>	Dept	<u>581</u>	Unit	<u>P198</u>	Object	<u>various</u>	\$660,000
		Program							
Budget Account No:	Fund	<u>3038</u>	Dept	<u>581</u>	Unit	<u>P607</u>	Object	<u>6520</u>	\$1M
		Program							
Budget Account No:	Fund	<u>3038</u>	Dept	<u>581</u>	Unit	<u>P732</u>	Object	<u>8101</u>	(\$2.4M)
		Program							

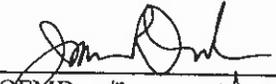
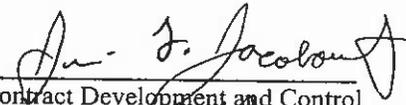
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

A Budget Transfer of \$2.4M within the \$50M GO 05 Waterfront Access Bond Reserve (\$740,000), Light Harbor Marina (\$660,000) and Bert Winters Park Boat Ramp Expansion (\$1,000,000) to Lake Park Marina.

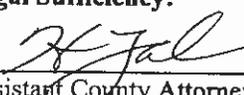
C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

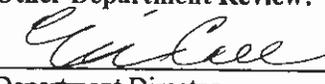
  
 OFMB *11/14/10* *5/1/10* *11/10/10* *11-10-10*  
  
 Contract Development and Control *11/12/10*  
*6.8.10 11/12/10*

### B. Legal Sufficiency:

  
 Assistant County Attorney *11/15/10*

*Facilities will be obtaining the required proof of insurance.*

### C. Other Department Review:

  
 Department Director

**This summary is not to be used as a basis for payment.**

### **Background and Policy Issues, continued:**

In the last 3-4 years, the owners of South Florida Yachts (SFY) acquired the properties which Staff previously attempted to assemble. SFY now controls the properties fronting U.S.-1 and one parcel extending to Lakeshore Drive as depicted on Attachment 2. SFY has worked with the Town of Lake Park on several iterations of a redevelopment plan for the assembled properties, initially proposing a mixed use project with restaurants, a hotel and retail development. With the protracted downturn in the economy, SFY has significantly downscaled the project and is looking to raise cash by selling a .8-acre parcel at the corner of Silver Beach Road and U.S.-1 to the Town. The Town would use this .8-acre parcel to enlarge their existing boat trailer parking area which will also open up the view of the Marina directly from U.S.-1. SFY will use the cash to pay off debt used to finance acquisition of the properties, enabling SFY to start development of a restaurant now and to expand its redevelopment as economic conditions improve.

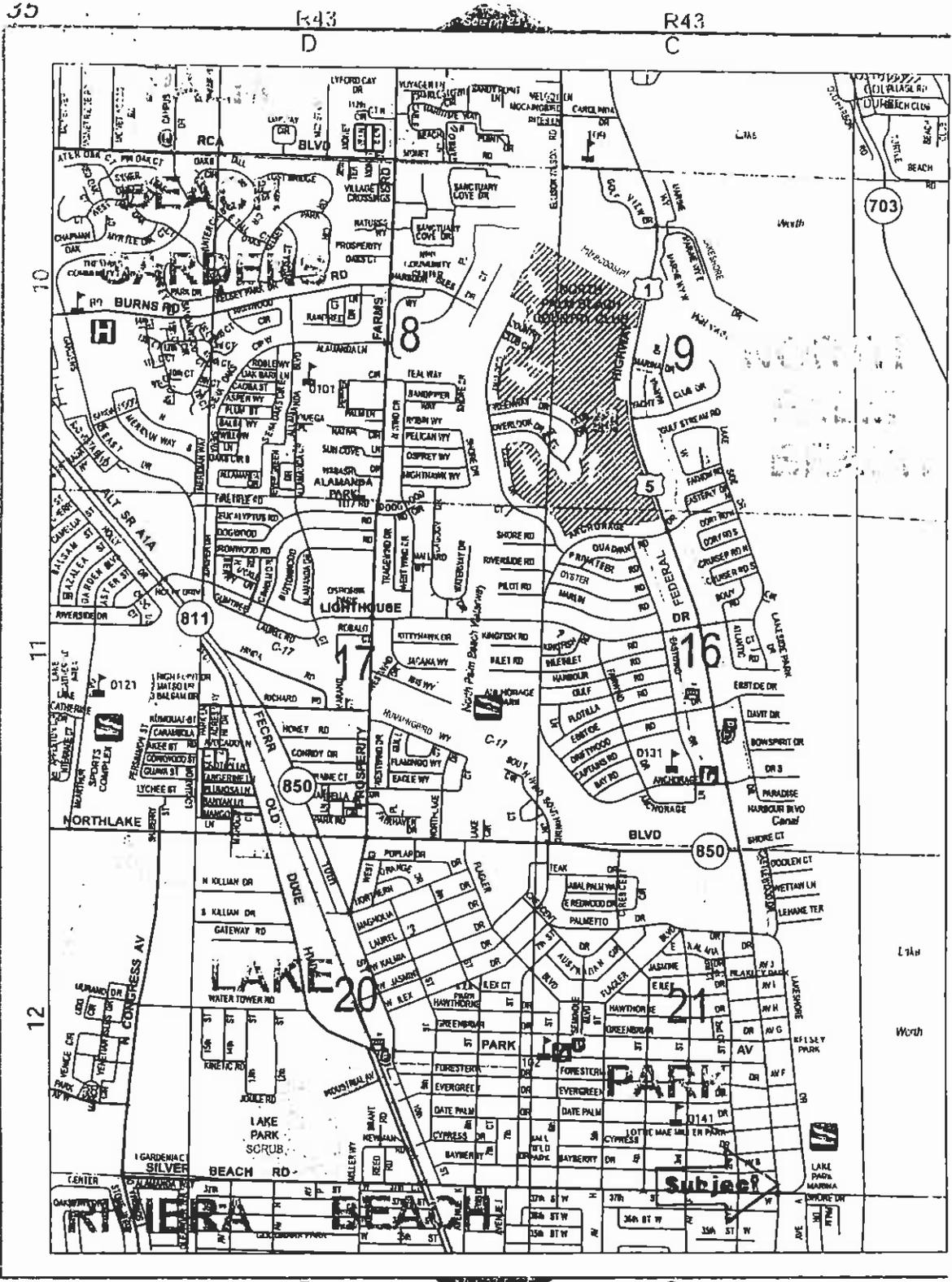
The Town has conceptually approved SFY's development concept, including the closing of Lakeshore Drive to create a pedestrian promenade between SFY's properties and the Marina. The Town has entered into a contract with Leasing of South Florida, Inc., an entity controlled by the owners of SFY, to acquire the .8-acre parcel for \$2.4M, contingent upon receiving a grant from the County for the acquisition.

The purchase price requires some explanation and evaluation. Clearly, at \$68/s.f. the price is above current market valuations. However, SFY/Leasing of South Florida paid \$2M for the land and another \$4-500,000 for the business inventory of Kahn's Marine when SFY acquired the property in 2005. This is consistent with Staff's discussions with the owners of Kahn's Marine who were asking for \$2.7M. While the price is higher than current market value, the value to the Town is great. The ability to expand boat trailer parking immediately adjacent to the existing boat ramp is a substantially more cost effective way of providing increased boat ramp capacity than development of a new ramp. Acquisition of this property will also open up a view of the Marina from U.S.-1 at the entrance to the Town, which hopefully will promote increased utilization of the boat ramp and Marina. SFY will also grant the Town a 17' wide access easement to tie into a curb cut on U.S.-1 and improve access and circulation to the property.

The Interlocal Agreement will provide the Town with \$2.4M in funding for the project. Phase I of the project includes acquisition of the .8 acre parcel and the Town demolishing the existing metal building and adding paving and striping so that it can be used for boat trailer parking. Phase I must be completed and open to the public within 2 years. The Town has plans to perform this work within 3 months of closing on the property.

Phase II includes the closing of Lakeshore Drive and creation of a pedestrian promenade and SFY's development of a restaurant. SFY is in the process of finalizing a lease of an adjoining parcel on Lakeshore Drive to a restaurant operator who plans on opening the restaurant by the end of 2011.

The boat trailer parking lot and the pedestrian promenade must be operated as part of the public marina for use by the general public in perpetuity.



35 D Sec 47 C

LOCATION MAP





ATTACHMENT 2

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND  
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

**WHEREAS**, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969\* authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

**WHEREAS**, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

**WHEREAS**, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

**WHEREAS**, the TOWN will operate and maintain the Project upon its completion; and

**WHEREAS**, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

**WHEREAS**, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

#### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

#### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

#### ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

#### ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

#### ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

#### ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

#### **ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

EXHIBIT "A"

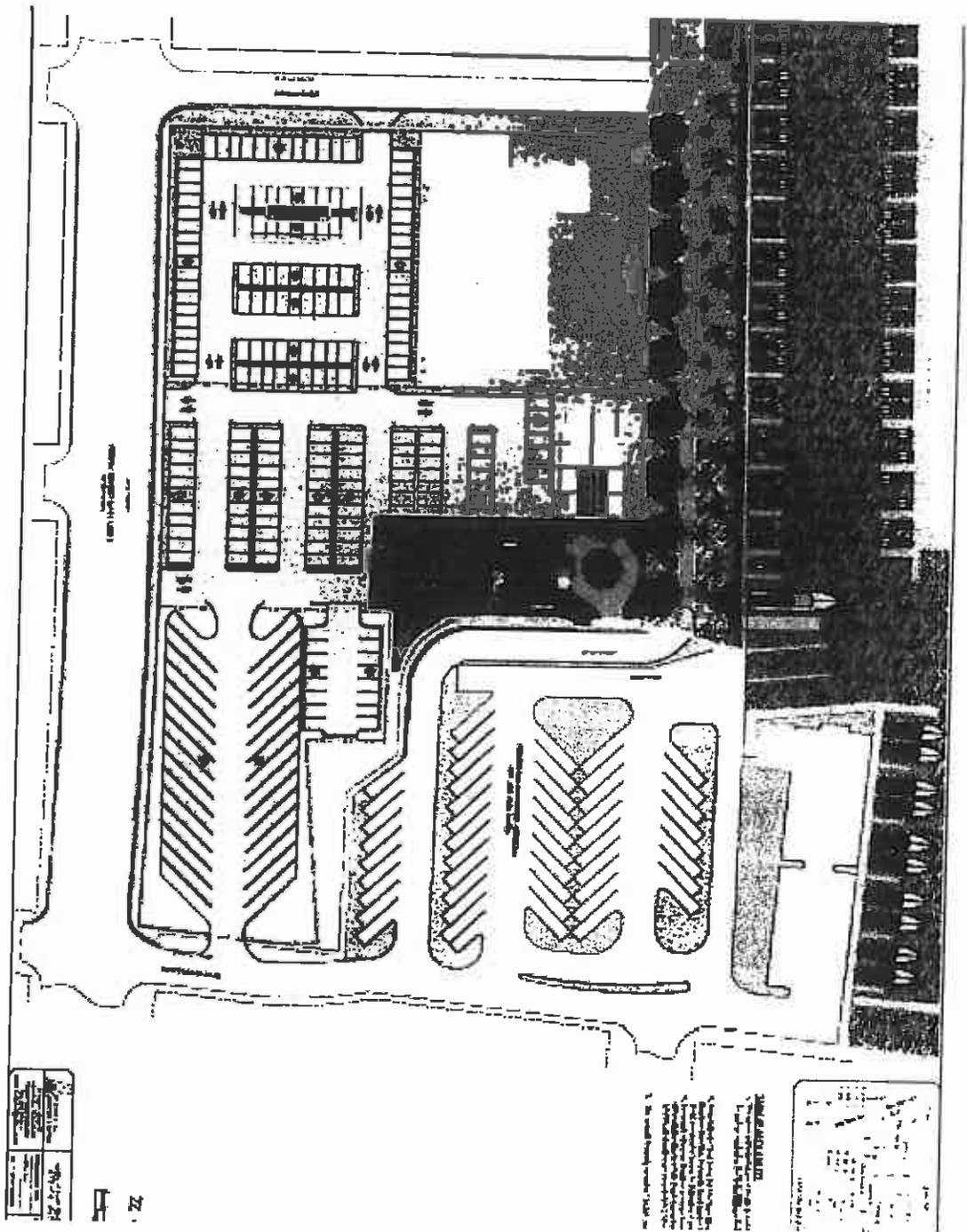
Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
<b>PHASE II</b>		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLANS**

See separate attachment.



Project Name	...
Client	...
Architect	...
Date	...

22.

THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

...

EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**115 Federal Highway**

**KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:**

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9' 01'57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85'19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway no. 1 (State Road No.5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2'27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88'06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10'55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley  
Vivian M. Lemley, Town Clerk

By: Desca DuBois  
Desca DuBois, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

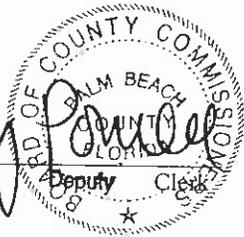
BY: Thomas J. Baird  
Thomas J. Baird, Town Attorney

R 2010 19 43 NOV 16 2010  
BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Nancy Powell  
Nancy Powell, Deputy Clerk



By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: County Attorney  
County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

11- 0093

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

FUND 3038 - 50M GO 05 WATERFRONT ACCESS BOND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/29/10	REMAINING BALANCE
<b>Reserves</b>								
3038-821-9824-9908	Reserves - New Projects	1,720,216	1,720,216		740,000	980,216	0	980,216
<b>Light Harbor Marina</b>								
3038-581-P198-6505	Design/Eng/Mgmt- Cip Admin	38,595	38,595		38,595	0	0	0
3038-581-P198-6506	loth - Infrastructure	33,365	33,365		33,365	0	0	0
3038-581-P198-6520	Park Improvements	26,715	26,715		26,033	682	0	682
3038-581-P198-8201	Contributions-Non-Govts Agnces	562,007	562,007		562,007	0	0	682
<b>Bert Winters Park Boat Ramp Expansion</b>								
3038-581-P607-6520	Park Improvements	1,000,000	1,000,000		1,000,000	0	0	0
<b>Lake Park Marina</b>								
3038-581-P732-8101	Contributions Othr Govt Agency	0	0	2,400,000		2,400,000	0	2,400,000
<b>TOTAL</b>				<b>2,400,000</b>	<b>2,400,000</b>			<b>2,400,000</b>

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures \_\_\_\_\_ Date \_\_\_\_\_  
*[Signature]* 11-10-10  
*[Signature]* 11-10-10

By Board of County Commissioners  
At Meeting of  
November 16, 2010  
Deputy Clerk to the County  
*[Signature]*  
PALM BEACH COUNTY COMMISSIONERS  
FLORIDA

RESOLUTION NO. 49-10-10

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY ACCEPTING A GRANT OF \$2.4 MILLION DOLLARS FROM THE COUNTY'S WATER ACCESS GRANT AND; PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, Florida Statutes Section 163.01 known as the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to provide services and facilities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (County) for the issuance of a \$50 million General Obligation Bond to be used for financing the acquisition, construction, and/or improvements to properties which enhance waterfront access in the County ("the Waterfront Access Bond"); and

**WHEREAS**, the Town proposes to acquire property located at 115 Federal Highway to be used to create additional boat trailer parking, vehicle parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina and its surrounding area which would enhance public access to County Waterways; and

**WHEREAS**, the Town has asked County to provide funding from the Waterfront Access Bond for the Project; and

**WHEREAS**, the County has determined that the Project is eligible for funding from the Waterfront Access Bond and agrees to provide the Town funding for the Project.

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

Certification  
I, Jessica [Signature] Clerk of the Town of Lake Park  
Florida, do hereby certify that the foregoing is a true  
and correct copy of the original instrument as contained in  
the official records of the Town. Witness my hand and the  
Official Seal of the Town of Lake Park This  
day of November 2010  
Town Seal  
FLORIDA [Signature] Town Clerk

**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.**

That Mayor is hereby authorized and directed to execute the Interlocal Agreement between the County and the Town

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

---

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

	A YE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR PATRICIA OSTERMAN	<u>/</u>	—
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	—
COMMISSIONER JEANINE LONGTIN	<u>/</u>	—
COMMISSIONER KENDALL RUMSEY	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 49-10-10 duly passed and adopted this 20 day of October, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
 DESCA DUBOIS  
 MAYOR

ATTEST:

Vivian M. Lemley  
 VIVIAN M. LEMLEY  
 TOWN CLERK  
 TOWN OF LAKE PARK  
 FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
 THOMAS J. BAIRD  
 TOWN ATTORNEY

Jessica L. Baird  
 Certification  
 I, Jessica L. Baird Clerk of the town of Lake Park do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 20 day of November, 2010  
 Town Seal  
Jessica L. Baird  
 Deputy Town Clerk  
 TOWN OF LAKE PARK  
 FLORIDA

**ORDER OF BUSINESS  
BOARD OF COUNTY COMMISSIONERS  
BOARD MEETING  
PALM BEACH COUNTY, FLORIDA**

**JUNE 7, 2011**

**TUESDAY  
COMMISSION  
9:30 A.M.**

**CHAMBERS**

**1. CALL TO ORDER**

**1.A. Roll Call**

**1.B. Invocation**

**1.C. Pledge of Allegiance**

**2. AGENDA APPROVAL/SPECIAL PRESENTATIONS**

Aaronson	Yes
Abrams	Yes
Burdick	Yes
Marcus	Yes
Santamaria	Yes
Taylor	Yes
Vana	Yes

**2.A. Additions, Deletions, Substitutions**

**2.B. Adoption**

**MOTION: to adopt the agenda**

Aaronson	Yes
Abrams	Yes
Burdick	Yes
Marcus	Yes
Santamaria	Yes
Taylor	Yes
Vana	Yes

**2.C. Special Presentations (Page 6)**

**TIME CERTAIN 9:30 A.M. (Employee Service Awards) (Page 6)**

**TIME CERTAIN 10:00 A.M. (Proclamations/Certificates) (Page 6)**

Belle Glade (City) as submitted on October 20, 2009 (R2009-1772);

B)

R-2009-0848

**APPROVED:** an Interlocal Agreement with the City providing for the City's donation of an approximate 0.82 acre parcel of real property located in Belle Glade to the County, together with an access easement; and

C)

**APPROVED:** payment of \$142.69 for non-ad valorem real property taxes.

**SUMMARY:** On October 20, 2009, the Board approved an Interlocal Agreement for the City's donation of a 0.82 acre parcel of land for fire rescue purposes and the County's donation of \$75,000 to be applied towards the City's re-configuration of the master plan of their new municipal complex. The 0.82 acres is adjacent to the existing Fire Rescue Station No. 73 property and is located within the City's municipal services compound. After the Board's approval, the City made changes to the Interlocal Agreement to require the County to accept title subject to certain existing title exceptions, including State reservations, which could have impacted the County's development plans. Staff has worked over the past year obtaining partial releases of the reservations from the State. With the partial releases being recorded, the status of title is now acceptable. The City has also requested that the County pay the City's portion of the 2011 non-ad valorem tax, which is estimated to be \$142.69. This item rescinds the Interlocal Agreement approved by the Board and replaces it with the version approved by the City. **This donation must be approved by a supermajority vote (5 Commissioners).** (PREM) District 6 (HJF)

Aaronson	Yes
Abrams	Yes
Burdick	Yes
Marcus	Yes
Santamaria	Yes
Taylor	Yes
Vana	Yes

### 4.D.3.

**APPROVED WITH DIRECTION:** regarding implementation of the Town of Lake Park's Marina Project pursuant to the Interlocal Agreement with the Town. **SUMMARY:** On November 16, 2010, the County and the Town entered into an Interlocal Agreement (R-2010-1943) which provided the Town with \$2.4 Million for acquisition of .8 acres of land adjacent to the Marina for expansion of boat trailer parking. The Town closed on the acquisition in December 2010 using the County's grant funding. The Interlocal Agreement required the Town to complete the boat trailer parking lot renovation within 24 months. The Interlocal Agreement also requires that the Town close the southernmost section of Lake Shore Drive and construct a pedestrian promenade within 60 months. Recently, Staff has been informed that the Town Council, in response to complaints raised by neighboring residents, may be reconsidering its commitment to closing Lake Shore Drive and constructing the pedestrian promenade as required by the Interlocal Agreement. While Staff has not received a request from the Town to modify the Interlocal Agreement

and the Town has up to 60 months to complete the pedestrian promenade phase of the project, Staff believes that it would be helpful to clarify the Board's position on this issue prior to the Town committing to a position on the issue with the objecting neighbors. (PREM) District 1/Countywide (HJF) (FDO)

Aaronson	Yes
Abrams	Yes
Burdick	Yes
Marcus	Yes
Santamaria	Yes
Taylor	Yes
Vana	Yes

## E. OFFICE OF FINANCIAL MANAGEMENT & BUDGET

### E.1.

R-2009-0849

**APPROVED WITH DIRECTION:** on the sale of two (2) surplus pickup trucks to the Suwannee Water & Sewer District of Dixie County, Florida, at less than fair market value. **SUMMARY:** The Suwannee Water & Sewer District (District), an entity of Dixie County, sent a letter to the Board of County Commissioners (BCC) requesting consideration to purchase two (2) vehicles that are coming up for sale at the County's next thrift store auction. The trucks have a combined fair market value of \$9,875. Due to the District's limited resources, they also requested assistance or relief regarding the sale price. The discounted sale or donation of surplus assets to an entity outside of Palm Beach County requires BCC approval. Staff does not recommend a sale at below fair market value. Countywide (PFK)

Aaronson	Yes
Abrams	Yes
Burdick	Opposed
Marcus	Yes
Santamaria	Yes
Taylor	Yes
Vana	Yes

## F. PUBLIC SAFETY

### F.1.

**ADOPTED:** Resolution of the Board of County Commissioners of Palm Beach County, Florida approving revised and new fees and fines for the Palm Beach County Division of Animal Care and Control. This Resolution repeals the following resolutions: R2007-2119, R2008-0448, and R2011-0331. **SUMMARY:** This Resolution establishes guard dog permit fees and amends guard dog license tag fees and registration fees; increases the permit fees for commercial breeders and pet shops; provides for a partial refund of permit fees when permits are denied after review; repeals nuisance complaint fees; increases bite investigation fees, where an officer responds; establishes an appeal bond; and establishes a category IV citation offense for certain manner of keeping violations. Countywide (SF)

**OFFICIAL MEETING MINUTES  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA**

**REGULAR  
NOVEMBER 16, 2010**

**TUESDAY  
10:40 A.M.**

**COMMISSION  
CHAMBERS**

**1. CALL TO ORDER**

**1.A. Roll Call**

Chair Karen T. Marcus  
Vice Chair Shelley Vana  
Commissioner Burt Aaronson  
Commissioner Steven L. Abrams  
Commissioner Paulette Burdick  
Commissioner Jess R. Santamaria  
Commissioner Priscilla A. Taylor  
County Administrator Robert Weisman  
County Attorney Denise Nieman  
Clerk & Comptroller Board Services Administrator Grant J. Skolnick, Esq.  
Minutes Clerk Catherine Papo

(CLERK S NOTE: Invocation and Pledge of Allegiance were done in earlier meeting of this date.)

**2. AGENDA APPROVAL/SPECIAL PRESENTATIONS**

**2.A. Additions, Deletions, Substitutions**

County Administrator Robert Weisman noted the changes to the agenda as follows:

**ITEM**

**3C-3**      **DELETED: Staff recommends motion to adopt:** a Resolution authorizing the County Administrator and his designee: the County Engineer, Deputy County Engineer, Assistant County Engineer, Director of Roadway Production Division, Director of Engineering Services Division and Director of Traffic Division to execute construction agreements with the Florida Department of Transportation (FDOT). (Engineering) (Further staff review)

**3AA-1**      **REVISED TITLE: Staff recommends motion to approve:**

**A)**

Interlocal Agreement with the South Florida Regional Transportation Authority (SFRTA) for \$510,000 funding a portion of the cost of operating Route 94 for three (3) years; ~~and~~

signatory authority to the County Administrator or his designee on agreement/contract amendments within the defined threshold would facilitate the spending of funds in a timely manner in compliance with the grant mandates. The authority would allow for reallocation of funding for not more than 10 percent of the contracted amount or \$150,000, whichever is greater, based on the recommendations of Division of Senior Services staff. Agreements/Contract amendments signed by the County Administrator or his designee will be brought before the Board of County Commissioners as receive and file documents in accordance with PPM CW-O-051. Countywide (TKF)

**MOTION to adopt the resolution, carried 7-0.**

Aaronson	Yes	<b>Maker</b>
Abrams	Yes	
Burdick	Yes	
Marcus	Yes	
Santamaria	Yes	
Taylor	Yes	
Vana	Yes	<b>Secunder</b>

### 5.C. FACILITIES DEVELOPMENT & OPERATIONS

#### 5.C.1.

A)

**R-2010-1943**

**APPROVED:** an Interlocal Agreement with the Town of Lake Park (Town) for funding in the amount of \$2.4M to acquire land for expansion of boat trailer parking at the Lake Park Marina; and

B)

**BT 2011-0093**

**APPROVED:** a Budget Transfer of \$2.4M within the \$50M GO 05 Waterfront Access Bond Reserve (\$740,000); Light Harbor Marina (\$660,000) and Bert Winters Park Boat Ramp Expansion (\$1,000,000) to Lake Park Marina.

**SUMMARY:** In January of 2009, the Board reviewed a request by the Town for funding support of a planned expansion of the Town s Marina. The Board directed Staff to identify \$2.4M in funding which could be made available for the project. As currently proposed, the project includes the Town acquiring approximately .8 acres of land at the N.E. corner of Silver Beach Road/Lakeshore Drive and U.S.-1. This property will be used by the Town to expand the Town s existing boat trailer parking lot to provide an additional 30 boat trailer and 16 standard vehicle parking spaces. Future phases of the project will include closing Lake Shore Drive and constructing a pedestrian promenade between the Marina and the properties along the west side of the existing Lake Shore Drive, as well as private sector development of a restaurant. The Town will be making a presentation on the full scope of the project. Parks and Recreation has identified \$2.4M in funding from the Waterfront Bond Program to be reallocated to this project: \$1M from Bert Winters Park; \$660,000 in remaining funds from the Light Harbor Boat Ramp project; and \$740,000 from Waterfront Bond reserves. (PREM) District 1/Countywide (HJF)

(CLERK S NOTE: Commissioner Marcus called for John Sprague for comment; he stated that he was in support of the item and did not wish to speak.)

**MOTION to approve the agreement and the budget transfer, carried 7-0.**

Aaronson	Yes	<b>Maker</b>
Abrams	Yes	
Burdick	Yes	
Marcus	Yes	
Santamaria	Yes	
Taylor	Yes	
Vana	Yes	<b>Seconder</b>

**5.D. HOUSING & COMMUNITY DEVELOPMENT**

**5.D.1.**

**R-2010-1944**

**APPROVED:** an Agreement with the Community Land Trust of Palm Beach County, Inc. (CLT) in the amount of \$4,523,006, funded under the Neighborhood Stabilization Program-2 (NSP2) for the development and construction of 25 multi-family rental units to be used for affordable rental housing, for the period of November 16, 2010, through December 15, 2012. **SUMMARY:** On July 11, 2006, Palm Beach County entered into an Agreement (R2009-1348) with the Housing Partnership, Inc., wherein the County agreed to purchase 7.29 acres of land located on Davis Road just south of Melaleuca Lane in unincorporated Palm Beach County. The land was purchased with Community Development Block Grant (CDBG) funds in the name of the Housing Partnership, Inc., who agreed to the eventual transfer of its title to a recipient to be selected by the County. On January 13, 2009, the County entered into an Agreement (R2009-0144) with the CLT whereby the CLT received title to this land from the Housing Partnership, Inc. Within the competitive NSP2 application process, Housing and Community Development proposed this project as an activity under the Neighborhood Redevelopment Program, and the project was approved by the U.S. Department of Housing and Urban Development. This Agreement provides for the development and construction of 25 residential multi-family rental housing units located within the County's Urban Redevelopment Area. The Agreement requires the CLT to develop the portion of land east of Davis Road for the construction of two (2) garden-style buildings, one of which will contain 12 rental units, a second building which will contain 13 rental units, and a community room. The project will be called Davis Landings, and CLT will assure that at least 55% of the units shall be rented to tenants whose household incomes are at or below 50% of the area median income (AMI), of which 25% of the units shall be rented to tenants whose household incomes are at or below 30% of the AMI. The remaining units shall be rented to tenants whose household incomes are at or below 120% of the AMI. The CLT will select its development team either in accordance with current Palm Beach County Purchasing policies or in accordance with CLT purchasing policies which have already received County staff approval. CLT is required to have developed, constructed, obtained certificates of occupancy, and have all 25 units occupied with eligible tenants by December 15, 2012. **These are Federal Neighborhood Stabilization Program Grant funds that require no local match. District 3 (TKF)**

**MOTION to approve the agreement. Motion by Commissioner Aaronson, and seconded by Commissioner Vana.**

**PUBLIC COMMENTS:** Alexandria Larson and Suzanne Squire.

**UPON CALL FOR THE VOTE, the motion carried 7-0.**