



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 18, 2010, Immediately
following the CRA Budget Workshop
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Patricia Osterman	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Kendall Rumsey	—	Commissioner
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Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PUBLIC and OTHER COMMENT**

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

G. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

1. Special Call Commission Meeting Minutes of July 14, 2010 Tab 1
2. Resolution No. 29-08-10 Marina Dockage Rate Schedule Adjustment Tab 2
3. Resolution No. 30-08-10 Change to Fee Schedule Tab 3
4. Resolution No. 31-08-10 Yearly Contract Renewal for Tennis Pro Tab 4
5. Resolution No. 32-08-10 Florida Recreation Development Assistance Program Tab 5
6. Dunkin Donuts License Agreement Tab 6
7. Award of Bid for West Ilex Park Improvement Phase III to Browning & Becker Construction, Inc. in the Amount of \$44,687.00 Tab 7

H. PUBLIC HEARING(S):

ORDINANCE ON SECOND READING:

8. ORDINANCE NO. 07-2010 Temporary Signage Tab 8

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e)(10) OF CHAPTER 70, ARTICLE IV, PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE WAIVER OF PERMIT FEES FOR TEMPORARY SIGNS ANNOUNCING THE OPENING OF A NEW BUSINESS OR A CHANGE IN THE OWNERSHIP OF AN ESTABLISHED BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

I. ORDINANCE ON 1ST READING:

9. ORDINANCE NO. 09-2010 - PUD Change Tab 9

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 77, SECTION 78-77 PERTAINING TO PLANNED UNIT DEVELOPMENT REGULATIONS; PROVIDING FOR MINIMUM SITE AREA AND BUILDING HEIGHT LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

J. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

K. ADJOURNMENT:

Consent Agenda

TAB 1

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

Meeting Date: **August 18, 2010**

Agenda Item No. **1**

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

SUBJECT: Special Call Commission Meeting Minutes of July 14, 2010.

RECOMMENDED MOTION/ACTION: Approve the Special Call Commission Meeting Minutes of July 14, 2010.

Approved by Town Manager *W. Davis* Date: *8/13/10*

Deputy Clerk *Juni [Signature]* Date of Actual Submittal *8/9/10*

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
Wednesday, July 14, 2010, 8:10 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, July 14, 2010 at 8:10 p.m. Present were Mayor DuBois, Vice-Mayor Osterman, Commissioners Rumsey, Hockman and 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 McCraney Property Company Presentation was moved and placed before the Red Light Camera Presentation.

Motion: A motion was made by Vice-Mayor Osterman to approve the Agenda as modified; Commissioner Rumsey 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

PROCLAMATIONS

Ray Wilson

Mayor DuBois read the Proclamation to Ray Wilson.

Mr. Wilson accepted his Proclamation and thanked the Town.

Verdree Patterson

Mayor DuBois read the Proclamation to Verdree Patterson.

Mr. Patterson accepted his Proclamation and thanked the Town and Town Manager Davis.

DISCUSSION AND POSSIBLE ACTION

McCraney Property Company Discussion Regarding U.S. Army Reserve Site

Mr. Steven McCraney introduced himself and Andy Jacobson as his in-house counsel for McCraney Property. He stated that they would be discussing the property site located at the corner of Silver Beach Road and Congress Avenue. He thanked the Commission for allowing them to come and speak regarding the issue and answer any questions they may have. He thanked Palm Beach County Commissioner Karen Marcus for all of her hard work for Biotech and for bringing one of the most exciting things to the community.

He began a PowerPoint presentation regarding the proposed U.S. Army Reserve Site (see Exhibit "A"). He explained what the site would be used for and would not be used for (see Exhibit "A"). He stated that the Army had the right to come in and make plans to move ahead without adhering to many of the State and local planning bylaws. He stated that they were required to be proactive and to work closely with elected officials. He stated that the Army came to Town and met with Community Development Director Sullivan and Mayor DuBois on February 5, 2010. In that meeting the Army shared their interest to work very close with the Town on the subject site. He stated that the Army will be coming to the County. He discussed the issues associated with the possibility of the Army utilizing the property located within the Town. He stated that while everyone was passionate about Biotech coming to the County and Town; they do not know when it will happen. He continued the PowerPoint presentation and gave examples of different types of clusters in the Town and also showed a picture of the proposed site and example layout of the proposed building that the Army would be utilizing on the site (see Exhibit "A"). He turned the presentation over to Andy Jacobson who has met with a number of people and gathered over one hundred ballots of support.

Mr. Jacobson continued the presentation and stated that they supported Biotech. He complemented all of the municipalities for their work on Biotech. He stated that it was not the Army versus the Biotech. The Town can still support the Army project on that site and maintain their commitment to Biotech. It was a matter of looking at a particular site and determining which would be the better use right now. He stated that they have gathered a lot of information which shows why it is not a viable site for Biotech. He stated that the Town had a large retail cluster and there was a security issue in the area. He referred to a chart (see page 9 of Exhibit "A") which showed that within a 10 mile radius of Scripps, Palm Beach County identified over 60 million square feet of land and buildings for Biotech use. The McCraney site represented less than 3/10 of a percent of that total. He stated that if the property would go out of the Biotech inventory it would have no effect. He stated that utilizing the property for the Army would not shirk the commitment to Biotech but strengthen the Town's commitment to the community. He discussed the issue of the Town losing tax dollars as a result of the Army project. He stated that the Town would lose approximately \$14,000 per year in tax dollars and the economic benefits of the Army utilizing the property would far outweigh the loss of tax dollars.

Mayor DuBois introduced and welcomed Palm Beach County Commissioner Karen Marcus.

Palm Beach County Commissioner Karen Marcus stated that she brought with her Shannon LeRoc who was an Assistant County Administrator and the person who took Scripps from contract approval to breaking ground. She stated that Ms. LeRoc knows every intimate detail of Biotech in Palm Beach County. She stated that the Town of Lake Park deserved to have Biotech in the Town. She explained how the property in Lake Park was prime property for spinoff companies of Biotech. She discussed the reasons that Lake Park was a prime location for Biotech. She introduced Ms. LeRoc to discuss the commitment that was made by Lake Park to the Governor and State Legislature.

Ms. LeRoc thanked the Commission and discussed how she had the responsibility in 2006 to stand before Governor Bush and the Cabinet and make a promise on behalf of Palm Beach County and its five municipal partners which included Lake Park. She stated that it was about a billion dollar taxpayer investment not only locally but across the State of Florida. She stated that they acquired more land because they were required to do so and Bioscience companies like clusters but the start of the cluster was in Jupiter and Palm Beach Gardens which was 4 million square feet and they were required to have another 4 million square feet within a five to ten mile radius. She stated that it was a challenging issue but it set a precedent because they made a promise to wait and be patient. She thanked the Commission for the opportunity to be there and stated that she would answer any questions.

Commissioner Marcus stated that the land owner was aware that the property was designated for Bioscience. She stated that Palm Beach County was not anti-Army and the County would be meeting with the Army to discuss another site which was available and is located on Gun Club Road which is adjacent to their existing facility. She stated that the County would work with the Army on that site so that Lake Park could keep their site for Bioscience.

Commissioner Longtin asked Shannon LeRoc what promises were made to the County regarding the Bioscience Overlay and when would it actually happen.

Ms. LeRoc explained that there would not be a specific time frame. She stated that it would be impossible for her to provide a date.

Community Development Director Sullivan stated that one of the big issues would be a zoning and Comprehensive Plan issue. If the Army utilized the property, it would not conform to zoning or the Comprehensive Plan. He stated that the property would be a long term investment if it was utilized for Biotech. He stated that the \$14,000 figure provided by Mr. Jacobson did not take into consideration the fact that there was no improved building on the property. If the 18 acres was built out there could be a 20 million dollar building that could be taxed as well as additional jobs. He explained how the property would be economically viable for the community if it was used for Biotech.

Commissioner Rumsey stated he wanted to disclose that he had met with Mr. McCraney twice on the issue. He met with him at the North Palm Beach Chamber of Governmental Affairs meeting and at that meeting Mr. McCraney presented his position and the Town of Lake Park presented their position. The North Palm Beach Chamber chose not to take a stance on either side of the issue. He stated that he also met with Mr. McCraney on the issue yesterday. He stated that several things had been said on the issue and he wanted to ask questions about a couple of them. He stated that it was said that 30 new jobs would be created by the Army reserve site and he has asked of how many of those jobs would be military and how many would be civilian jobs and he has not gotten an answer to that question yet. So all they know is that all those jobs would be military jobs that would not help the citizens of the community. He stated that the proposed center floor plan does not have labels specifying what the buildings would be utilized for. He stated that he assumed that there would be a cafeteria on the property to serve the soldiers while they are there and that would not help the communities' restaurants. He stated that he assumes that military personnel would utilize the Town's fast food restaurants while going back and forth from their hotel to their facility which would mean that they would not be spending a great deal of time in the community. He then referred to the petition that was done in favor of the reserve site. He stated that it was worded in a way that any "Red Blooded American" would sign. He read the language of the petition (see Exhibit "B"). He stated that because of the way it was worded, he would sign the petition himself. He discussed the findings that he found. He gave a history of the purchase of the McCraney property and how it came to be designated as Bioscience Overlay property. He stated that Congress Avenue Associates broke off two pieces of land and sold them by quick claim deed to Congress Industrial LLC for \$10. He stated that Congress Industrial LLC's managing partners were Auto Divosta and Steve McCraney. At the time that those parcels were broken off from the original Divosta properties there had already been a process put into place when they were developing that land as part of the Bioscience Overlay. The exchange happened after that land had been designated Bioscience. During that time there were meetings that took place where anyone could have come to voice their objection or favor of that land being designated for Bioscience. He and staff has researched the records and did not find that at any time did any of the owners come forward to voice their opinions regarding the designation of the land. He stated that at the time the property was transferred, it was transferred to a C-4 Zoning parcel. In a C-4 Zoning parcel there are approximately 41 uses that it can be utilized for. He asked Community Development Director Sullivan to read those uses.

Community Development Director Sullivan read the list of uses for a C-4 Zoning parcel (see Exhibit "C")

Commissioner Rumsey thanked Community Development Director Sullivan for reading the list. He stated that nowhere on the list did it say for Military use. He stated that the owner of the property purchased it as a C-4 property. There has been a "For Sale" sign on the property for years that stated that it was a C-4 property and designated for Biotech Overlay. Nowhere on the sign does it say for Military use. He stated that in March of 2007, Congress Industrial LLC in which Mr. McCraney is a partner, applied for a site plan review for an office warehouse complex on those two parcels. In March of 2007, the Town began an evaluation and appraisal report based on an amendment process which would create a future land use map and define the Bioscience overlay. In February

of 2008, Congress Industrial appeared before the Planning and Zoning Board requesting approval for their office warehouse site plan. The Planning and Zoning Board continued the hearing asking for more architectural details. Congress Industrial never responded and abandoned the project.

In 2008 the Town was willing to work with Congress Industrial to put a project on that land that was appropriate for a C-4 zoning parcel. He stated that he had asked Community Development Director Sullivan some questions regarding the project. He asked that if when the Bioscience Overlay was created did the owner have to sign an agreement. He stated that Mr. Sullivan's response was that the owner did not have to sign an agreement but they had many opportunities to come to meetings and express whether or not they wanted to be included in Bioscience but that never happened. He stated that he had also been told that the County was willing to give the Army a parcel of land that was adjacent to present Army Reserve property on Gun Club Rd. He expressed that the economy in the U.S. was currently not doing well and the Army has been offered a piece of property that was larger than the property in Lake Park and was not part of the Bioscience Overlay. He stated that it should be noted that the property would be given free and clear to the Army versus the Army having to spend millions of dollars for a property that was smaller. He referred to an article in the Palm Beach Post dated June 26, 2010 titled "Lake Park tried to discourage sale of 18 acres to Army". The article states that McCraney officials stated "Lake Park is a better choice for the 26 million 50,000 square foot training center. The Lake Park location area is totally ill suited for Biotech said Andrew Jacobson of McCraney."

Commissioner Rumsey stated that they have heard the representatives from the County who brought Bioscience to the County and they had said that Bioscience was interested in the Town's land yet Mr. Jacobson stated that the land was not suited for Bioscience however when they bought the land it was in a Bioscience Overlay. He continued to quote Mr. Jacobson who stated "We're mystified at the negative reaction from Lake Park. Army officials say every other community they have ever gone to welcome them with open arms." Commissioner Rumsey stated that he did some research and found that there were other communities that did not want to give up prime property to the Army Reserve. He stated that he respected Mr. McCraney as a businessman and he thinks that Mr. McCraney has every right to sell the property but he disagrees with the purpose that Mr. McCraney wants to sell the property for. He stated that he received a personal apology for comments made but he felt that the whole community of Lake Park deserved an apology. He quoted a comment made that was aired on Channel 5 News on June 30, 2010 Mr. Jacobson made the following quote "With servicemen fighting and dying in Afghanistan and Iraq we think it is a little bit of a slap in the face for the military to be treated at home like Lake Park appears to be treating them." Commissioner Rumsey stated that he raised the issue with Mr. McCraney in private and he received an apology from Mr. Jacobson. He wanted to go on record saying "Don't question the patriotism of this community, we have people who have lived and died for everything that this community believes in. My patriotic duty first and foremost is to the 10,000 residents of Lake Park. That is who elected me to this office. My second responsibility is to Palm Beach County. My third is to the State of Florida and then the United States of America." He stated that several years ago the elected body of this community voted to take part in the Bioscience Overlay that was coming to Palm Beach County. Over 1 billion dollars

was pledged for the project. They were now four years into the process and he did not think it was time for them to abandon the hard work that was created by the County government. He stated that Bioscience would raise the tax base in the community. He stated that if the property was sold to the Army it would only benefit the owner of the property but not the Town of Lake Park. He stated that Mr. McCraney has every right to sell the property but that he could not support its sale to the Army.

Commissioner Longtin stated that the Town had entertained building a commercial development on the property and the only reason it did not take place was because the developer never came back. She asked if there was anyone from the Army that they could speak to.

Mayor DuBois stated that there was no one available from the Army to speak to.

Commissioner Longtin stated that she did not see a quick fix but the Town did not have a say because the Army was going to do what it wants to do. She was saddened about the comments made in the Palm Beach Post saying that the military would not be welcomed in Lake Park. She stated that that was not true and that the Town may not agree with Mr. McCraney but they were welcome to say their peace and she apologized for that.

Mayor DuBois stated that Bill Dipalo from the Palm Beach Post had taken one thing she said out of several things that she had said. She stated that there was no need for Commissioner Longtin to apologize for mentioning the comment because she had spoken with Mr. McCraney and it was understood that everyone was welcome.

Commissioner Longtin stated that the comment would go to the credibility of the Palm Beach Post.

Mayor DuBois stated that it went to the credibility of the fact that he only quoted one thing that she had said.

Commissioner Longtin stated that the Town would benefit by the reservists spending money. She stated that she had a hard time with the fact that there was not a timeline for the Bioscience Overlay. Ultimately she would like to see Bioscience but no one knows when it will happen. She stated that the Army will do what it's going to do and if they come in she would welcome them with open arms.

Vice-Mayor Osterman thanked Commissioner Rumsey for his thorough analysis. She stated that Mr. McCraney had waged an excellent rhetorical campaign but rhetoric could be used to both persuade and influence in such a way that facts are hidden and that was exactly what happened. She stated that the use of the petition was deliberately misleading and the coverage in the Palm Beach Post was unacceptable and was bad reporting. She stated that the facts had been presented in a very skewed manner. She stated that it would hurt the Town in terms of its development with just around 100 days of someone being there and in that proposed building and going back and forth between hotels would not bring much revenue to the Town. She stated that she was offended by the comments that were made by representatives of the McCraney company. She stated that she understood that Mr. McCraney wanted to sell his property but the Town has a

responsibility that was much greater than his desire to sell the property. There are zoning laws in place so that everyone is protected. She gave examples of why zoning laws are in place. She stated that there was already a Biotech company called Transdermal Technologies, Inc. which was located on Killian Drive in Lake Park. She stated that it was not a far stretch to say that Biotech companies would be interested in Lake Park. She stated that the Town had to look at its commitments to the County and to its residents. She stated that if a business that fell within the C-4 District guidelines came to Mr. McCraney with a proposal then the Commission would deliberate on it and make a decision. She stated that she believed the Army Reserve site would hurt the Town and she could not support it.

Commissioner Hockman stated that he had mixed emotions regarding the issue. He stated that he met with Mr. McCraney as well. He stated that his concern was that military use kept being brought up with concerns to zoning use. He stated that it was really a training type of use with offices and classrooms. He stated that it was his understanding that the military can just come in and buy the property and the Town has no say anyhow. He asked if any Biotech businesses had any interest in the property over the last few years.

Commissioner Karen Marcus stated that they receive contacts all of the time. She stated that the property is shown whenever there is a Biotech business interested in property and it has been shown in the past few years.

Commissioner Hockman asked if any of the vacant warehouses in the Town had been shown in the past few years.

Commissioner Marcus explained that all of the property near an industrial area was available because you can convert existing industrial to Bioscience.

Commissioner Hockman stated that the McCraney's had informed him that they had also spoken to some Biotech companies and they were not interested in the property. He asked why that would be.

Mr. McCraney explained that they sought out the opinions of Biotech site consultants who consult Bioscience companies when they are looking for new locations. Two of the most nationally renowned consultants both told them that the property was not a suitable site for Biotech and they have not heard from any Bioscience user of having any interest in the property.

Commissioner Hockman stated that with regards to the question of whether or not money would be spent in the community the Army Reserves, he stated that he had friends in the military and Army Reserves and he knew that even though they may be a cafeteria on site, 90% of the time the trainees do go out to eat and spend money in the community. He stated that if the Army Reserve was going to happen he would like to have a say in how the building will look.

Mayor DuBois stated that she thought that the Army Reserve would be willing to work with the Town on the look of the building.

Mr. McCraney stated that the Town should know that he did not go out seeking the U.S. Army but they sought him out to purchase the property. He explained that there would only be a couple of jobs that would be military jobs and the rest would be hired locally. He stated that he was also told that there would not be any food services on site. He asked the Commission to remember that within the same amount of time which was roughly four years ago in 2006 that Kohls and PetSmart was built after that period of time. He stated that the Commission asked why they presented the project to the Commission and then went away. He explained that they were ready to follow through with the project if there were a market for it and a bank that would lend for it. He stated that he was informed while on vacation that the bank, Lehman Brothers had disappeared. He stated that Lehman Brothers fell in August of 2007. He stated that they could not follow through with the project because there were no banks that would lend and because of the economy there were still no banks that would lend. He stated that they were excited by Bioscience and if they had a Bioscience buyer they would gladly entertain their offer but they do not know when Bioscience is coming and right now they have a willing and able buyer who can put money into the community right now. Mr. McCraney continued to explain his position and the situation of the economy.

Mayor DuBois stated that there was a reference in the Palm Beach Post regarding construction starting around the airport in Palm Beach County where they were bringing in contractors from other states. She stated that that was one of the worries. She read a letter she received from Representative Carl Domino regarding the proposed Army Reserve site (see Exhibit "D"). She read a copy of a letter addressed to Joseph Calcara, Deputy Secretary Assistant to the Army from Representative Mack Bernard (see Exhibit "E").

Vice-Mayor Osterman stated that Commissioner Rumsey had pointed out that the North Palm Beach Chamber of Commerce did not take a position on the issue but she wanted to point out an additional fact that Mr. McCraney serves on the North Palm Beach Chamber of Commerce so they could not take a position. She believed that if they could have supported their board member they would have and by the Chamber not taking sides that was an additional support to the Town.

PUBLIC AND OTHER COMMENTS:

Laurie Cohen, Wellington, FL - introduced herself and stated that she had served as a councilwoman for the Village of Wellington from 2003 to 2008 and that she knew how difficult it was to make some of the decisions that have to be made. She commended the Commissioners for their difficult work and their commitment to public service. She stated that she has placed her name into the running for County Court Judge Group 7. She stated that she was an attorney with Rutherford Mull Hall and has practiced as an attorney in Palm Beach County for 15 years. She stated that prior to law school she worked in business for 10 years. She has vast litigation and government experience. Her legal career began as a prosecutor in North Florida. She continued to state her credentials and experience and stated that she felt her background made her suitable to be elected for County Court Judge.

Dan Lippman Representative for Congressman Alcee Hastings - stated that the topic of the proposed Army Reserve Site was covered very well especially by Commissioner Rumsey and Vice-Mayor Osterman. He stated that he worked with Congressman Alcee Hasting and with those who have sent letters to the Army strongly opposing the effort to bring the Army Reserve Site to Lake Park. He stated that everyone in his office has the greatest respect for Mayor DuBois. He addressed the Commission and the Town's residents and stated that they must have faith in the Mayor since they elected her to office and she does not like the idea of the Army Reserve site in Lake Park. He stated that the Commission and the Town's residents should support her in the opposition.

Mayor DuBois convened the meeting at 9:25 p.m. for a five minute recess.

The meeting reconvened at 9:36 p.m.

Samantha Carol, Store Manager for Pet Smart - introduced herself and Pet Trainer Beth O'Hara. She thanked the Town for letting the business come into its community and she stated that she hoped to have a great relationship and work on some community events with the Town over the next few years.

Roselyn Saunders 211 East Ilex. Dr. - announced that she would like to be the Town's next lady Mayor. She stated that it has been a long time endeavor of hers. She gave a brief history of her background and attempts at being elected to a seat on the Commission. She gave a brief description of what she would like to do for the Town as Mayor.

Bert Bostrom 1451 Flagler Blvd. - stated that she remembered when the proposed property for the Army Reserve Site was being considered for Bioscience. She stated that she has not been able to attend meetings lately for personal reasons. She stated that she was going to go home and do her research regarding the property and she wanted to give that information to the Commission. She stated that she had other information regarding the property that has not been disclosed and she wanted to disclose that information to the Commissioners.

Public Comment Closed

PRESENTATION

Red Light Camera Presentation by American Traffic Solutions

Al Buscemi introduced himself and began a PowerPoint presentation titled "Lake Park, Florida Intersection Safety Program" (see Exhibit "F"). He discussed the Agenda of the presentation (see page 2 of Exhibit "F"). He discussed and reviewed the 2009 Florida Crash Statistics (see page 3 of Exhibit "F"). He showed pictures of graphic pictures depicting traffic crashes (see page 5 of Exhibit "F"). He discussed common issues and questions for municipalities related to red light cameras (see page 4 of Exhibit "F"). He discussed the solution and "Goal of an Intersection Safety Program" (see page 7 of Exhibit "F"). He explained and reviewed the "Red Light Program" (see page 8 of Exhibit "F"). He reviewed the "New York City Red Light Camera Program Historical Violations Per Camera Per Day" (see page 9 of Exhibit "F"). He explained the "2007 Florida

Traffic Safety Public Opinion Poll Results" (see page 10 of Exhibit "F"). He discussed "Community Outreach Components" (see page 11 of Exhibit "F"). He discussed why "Intersection Safety Camera Programs Work" (see page 12 of Exhibit "F") He asked the question "Why ATS?" and he reviewed the answers why (see page 14 of Exhibit "F"). He showed a map of North America which showed the states with ATS Clients (see page 15 of Exhibit "F"). He discussed "ATS Florida Customers" (see page 16 of Exhibit "F"). He discussed the image that the red light cameras give (see page 17 of Exhibit "F"). He discussed and reviewed "Shot Data Elements" (see pages 18 through 19 of Exhibit "F"). He discussed the "Multi-Dimensional Video System" (see page 20 of Exhibit "F"). He reviewed the "Live Video Capture System" (see page 21 of Exhibit "F"). He reviewed the "Violation Processing System and Work Flow" (see page 22 of Exhibit "F"). He reviewed the process of the red light camera system from the point of the video and picture shots taken of violators to the sample notice that is mailed to those violators (see pages 23 through 26 of Exhibit "F"). He discussed "Site Selection and Evaluation" (see page 34 of Exhibit "F"). He reviewed "Cost Control Procedures" (see page 35 of Exhibit "F"). He concluded the presentation and stated that the company feels that they are the most qualified and would be proud to earn the Town's business.

Mayor DuBois asked how long ATS had a business relationship with Coral Gables.

Mr. Buscemi stated that he believed it was two years but was not totally sure and stated that he could get that information for the Mayor if she wished. He asked if there were any other questions she had regarding Coral Gables that he could get back to her about.

Mayor DuBois stated that she knew a lot of people there and if she wanted to ask someone there about ATS she could.

Vice-Mayor Osterman stated that she had some questions for ATS from a resident who contacted her. She stated that they wanted a further understanding of the term cost neutral. She stated that she explained it to him and wanted to know if her understanding was correct. She reviewed her explanation to Mr. Buscemi.

Mr. Buscemi stated that her interpretation and understanding of cost neutral was correct.

Vice-Mayor Osterman asked if the Town could be sued as a result of implementing the program should an accident occur resulting from the red light camera program. She stated that the resident who asked the question had their parents involved in a rear end collision when they stopped short for the red light for fear of getting a ticket or being pictured going through the intersection.

Mr. Buscemi explained that there was a lot of information out there regarding the program. He stated that the program actually reduces rear end collisions. He explained that rear end collisions were the fault of the driver behind the vehicle not the vehicle that stops short since the driver should be following the car in front of them at a reasonable distance. He stated that statistics show that the program reduces incidents.

Vice-Mayor Osterman stated that the incidents would decrease over time but initially may increase.

Emily Griffin of ATS explained that the incidents should not increase dramatically but will eventually dramatically decrease.

Vice-Mayor Osterman asked if the car would be in violation only if it crossed the white line when the light was red not crossing into the intersection when the light was yellow.

Ms. Griffin stated that that was correct.

Vice-Mayor Osterman asked Attorney Baird if he knew of any litigation issues or other cases of rear end collisions.

Attorney Baird stated that he did not know of any cases regarding rear end collisions at red light camera intersections yet and that could be because the program was still fairly new. He explained that the possibility of liability to the Town but that it would be remote.

Vice-Mayor Osterman asked if the video taken at the intersections could be viewed with regards to a crime incident and wanted to know if there would be no charge for that.

Mr. Buscemi stated that yes the videos could be viewed at no charge.

Commissioner Hockman stated that he had questions regarding the agreement that he reviewed that was included in the information he received. He asked if the agreement had to be for five years or if it could be started off as a one year incremental agreement.

Mr. Buscemi explained that they do not normally do one year agreements and that the details of the agreement would have to be discussed with legal.

Commissioner Hockman had more questions regarding the red light camera program agreement.

Mr. Buscemi and Ms. Griffin answered Commissioner Hockman's questions related to the agreement and explained that there were things in that agreement that have been changed or needed to be changed based on what was recently passed by the legislature.

Attorney Baird stated that he reviewed an agreement that did not match the contract that Mr. Hockman was referring to. He stated that if there was another newer contract then they were wasting their time reviewing the old one.

Mr. Buscemi explained that they were not legal staff and they were not there to negotiate the agreement and there were things that would need to be changed based on issues that Commissioner Hockman brought up.

Commissioner Rumsey asked if there were ever any contracts that come into the Town that the attorney does not review.

Attorney Baird stated that there are no contracts for the Town that he does not review.

Vice-Mayor Osterman stated that they should move forward and postpone the decision on the program until they had more information and all concerns were addressed and she stated that Mr. Buscemi must have a discussion with their legal staff.

Mr. Buscemi stated that they wanted to update and present the program to the Town and not negotiate the contract. He stated that their legal staff would work with the Town's attorney to negotiate the contract.

Commissioner Rumsey stated that he wanted to speak with staff and ask them to speak with other cities who have sent the program out to bid and see if the Town could piggyback on their contract.

A representative of ATS recommended that the Commission move forward and approve the Ordinance on first reading that accepts a red light program so that should the Commission approve a red light program for their Town, the installation could be expedited.

Commissioner Longtin stated that she would like to receive information from other red light camera companies and other municipalities. She discussed costs of the red light camera program. She stated that for the time and money that would need to be invested in the program she would rather hire another deputy and place them out in the Town to catch red light camera violators and give someone else a job.

Vice-Mayor Osterman stated that the revenue of the program should be considered instead of just the costs.

Discussion ensued between the Commissioners regarding the proposed red light camera program.

Ms. Griffin continued to explain the red light camera program and its benefits.

More discussion ensued between the Commissioners regarding the red light camera program.

Commissioner Rumsey requested three to five quotes from other companies and he encouraged staff to speak with other municipalities who have utilized the red light program. He stated that it also should be considered that a code enforcement officer could be trained and used to view the traffic light videos and that could potentially save a code enforcement officer's job.

Vice-Mayor Osterman asked if the cost of training the code enforcement officer was covered by ATS.

Ms. Griffin explained that ATS could cover the cost and would be a negotiable in the contract. She stated that everything was up for negotiation in the contract.

Commissioner Hockman asked if the agreement could be removed from Tab 7 and be postponed to the next meeting. He asked if the agreement could be removed from the Ordinance and be passed without it.

Town Manager Davis explained that the agreement or contract was simply a sample contract that would not be included in the Ordinance. She explained that the Ordinance needed to be approved in order to implement a red light camera program should the Town decide to implement one.

Attorney Baird clarified and stated that the Ordinance stands alone and no contract whether it was through ATS or another company would be attached or part of that Ordinance.

A representative from ATS stated that they were currently in negotiation with the City of Riviera Beach. He explained that should Lake Park and Riviera Beach have the same system it would be a seamless system because both jurisdictions would be able to track a perpetrator coming into and out of each community. He stated that the police could also communicate with each other regarding those incidents. He stated that the Village of Royal Palm Beach also had a contract with ATS.

Vice-Mayor Osterman asked if Palm Beach Gardens also had a contract with ATS.

Ms. Griffin stated that they were currently in negotiation with Palm Beach Gardens.

Commissioner Longtin asked if other Palm Beach County communities besides just Northern Palm Beach County communities could be contacted for a comparison of red light camera programs.

Commissioner Rumsey agreed that other communities in Palm Beach County could be contacted besides those in the Northern part of Palm Beach County.

Commissioner Longtin expressed her opinions regarding the Commission reviewing contracts she stated that anyone should be able to review and ask questions about a contract without being admonished for it.

Mr. Buscemi agreed with Commissioner Longtin and clarified that they were there to make a presentation only and do not get involved in negotiating contracts.

Town Manager Davis thanked Emily Griffin for all of her hard work.

Ms. Griffin thanked Manager Davis and stated that it had been a pleasure to work with her as well.

Commissioner Longtin asked if the Town Manager could research other companies that provide red light camera services.

Commissioner Rumsey stated that researching other companies was part of the piggyback process.

Town Manager Davis stated that she needed clarified direction.

Discussion ensued regarding the piggy back process and researching other red light camera firms.

Attorney Baird clarified and explained the piggy back process.

Town Manager Davis asked for clarification again on the Commission's direction.

Mayor DuBois explained that she was fine with the information that was found when reviewing the information on the other red light camera piggy back contracts. She stated that she wanted what would be economically best for the Town.

Commissioner Rumsey stated that by statute the meeting would need to conclude in 20 minutes. He asked if there was anything on the Agenda that was time sensitive and need of approval that night.

Mayor DuBois discussed the direction she would take.

CONSENT AGENDA:

1. Traffic Calming and Safety Measures Workshop Minutes of June 15, 2010
2. Regular Commission Meeting Minutes of June 16, 2010
3. Resolution No. 25-07-10 U.S. Environmental Protection Agency Grant Application
4. Resolution No. 26-07-10 Palm Beach County Local Mitigation Strategy
5. Sidewalk Repair Contract Award

Commissioner Longtin asked that item numbers three and five be pulled for discussion.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Rumsey to approve item numbers 1, 2, and 4 of the Consent Agenda; Commissioner Longtin made the second.

Vote on Motion:

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

Mayor DuBois	X		
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Motion passed 5-0

Commissioner Longtin asked what the grant money from the Environmental Protection Agency would be used for.

Town Manager Davis stated that it would be used for strategic planning.

Commissioner Longtin asked for clarification.

Town Manager Davis explained that the money would provide the Town a blueprint for its future.

Commissioner Longtin stated that she needed more information and would vote no since she did not know what the money would be used for.

Motion: A motion was made by Commissioner Rumsey to approve item number 3 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 3-2

Commissioner Longtin stated that she knew that the project was under \$25,000 but would like to see the project go out to bid.

Town Manager Davis stated that they received letter quotes which were the equivalent of bidding the project. She explained and clarified.

Commissioner Hockman asked why they would not piggyback a County project for this project.

Public Works Director David Hunt stated that they wanted to keep it in the spirit of a competitive process. He stated that he contacted contractors that they used in the past and obtained the three quotes.

Commissioner Hockman stated that he was unsure of what determined the sidewalks that were chosen for repair. He stated that he has seen other sidewalks in more need of repair.

Motion: A motion was made by Vice-Mayor Osterman to table item number 5 to the next Commission Meeting of August 4, 2010; Commissioner Longtin 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

A motion was made by Commissioner Rumsey to table Ordinance No. 07-2010 until the next Commission Meeting of August 4, 2010

Commissioner Osterman stated that the item could be approved that night but that she just had one comment. She stated that the Ordinance should include businesses that were moving from one place in Lake Park to another place in Lake Park.

Commissioner Rumsey withdrew his motion to table Ordinance No. 07-2010.

More discussion ensued regarding making changes to the Ordinance.

Commissioner Rumsey made a motion to approve Ordinance No. 07-2010 upon 1st reading with modifications made before 2nd reading.

Commissioner Rumsey withdrew his motion to approve Ordinance No. 07-2010.

ORDINANCES ON 1ST READING

ORDINANCE NO. 07-2010 – Temporary Signage

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e)(10) OF CHAPTER 70, ARTICLE IV, PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE WAIVER OF PERMIT FEES FOR TEMPORARY SIGNS ANNOUNCING THE OPENING OF A NEW BUSINESS OR A CHANGE IN THE OWNERSHIP OF AN ESTABLISHED BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed

Motion: A motion was made by Commissioner Rumsey to table Ordinance No. 07-2010 until the next Commission Meeting of August 4, 2010; 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

Public Comment Open.

None

Public Comment Closed.

ORDINANCE NO. 08-2010 Traffic Infraction Detectors

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO AUTHORIZE THE INSTALLATION OF TRAFFIC INFRACTION DETECTORS INSTALLATIONS; PROVIDING THAT THE TOWN COMMISSION MAY IDENTIFY THE SPECIFIC LOCATIONS OF THE INSTALLATION OF TRAFFIC INFRACTION DETECTORS BY SEPARATE RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 08-2010 upon 1st reading; 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 4-1

Attorney Baird read Ordinance No. 08-2010 by caption-only.

BOARD APPOINTMENTS

Community Redevelopment Agency Board

Christiane Francois was re-appointed to the Community Redevelopment Agency Board.

Leila Kidd McCann was appointed to the Community Redevelopment Agency Board.

DISCUSSION AND POSSIBLE ACTION

Irrigation Repair on Flagler Blvd. Median

This item was tabled for discussion at the next Commission Meeting of August 4, 2010.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois thanked the Village of North Palm Beach for their invitation and hospitality of including Lake Park in their celebration of the 4th of July. She requested that a discussion be added to the next agenda regarding having an affordable 4th of July celebration for Lake Park next year.

Vice-Mayor Osterman

None

Commissioner Hockman requested that Town Manager Davis look into having an ad for businesses of Lake Park on the Channel 18 and the possibility of having rotation of 10 different businesses advertised every month.

Town Manager Davis stated that was a great idea and she would look into it.

Commissioner Longtin expressed her sadness that Park Center Hardware was closing their doors. She stated that they have been a staple in the community for many years and nothing but an asset.

Commissioner Rumsey stated that he would like to ask staff to contact the Village of North Palm Beach to see if they would be interested in partnering with Lake Park for their 4th July Celebration that would float between cities each year.

Mayor DuBois stated that that was a great idea.

Town Attorney Baird

None

Town Manager Davis announced that Mayor DuBois would be participating in the Library's Children Summer Reading program next Thursday, July 22, 2010 and she will be sharing her archeological experiences with the children

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 10:54 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2

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

Meeting Date: **August 18, 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"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |

SUBJECT: Marina Dockage Rate Schedule Adjustment

RECOMMENDED MOTION/ACTION: Approve Resolution.

Approved by Town Manager *M. Davis* Date: *8/12/10*

Name/Title		Date of Actual Submittal
Originating Department: <p style="text-align: center;">Harbor Marina</p>	Costs: \$ 0 Funding Source: Acct. #	Attachments: Resolution & Proposed Dockage Rate Schedule
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input checked="" 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 _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>n/a</u> Please initial one.

Summary Explanation/Background: This agenda item proposes changes to the current dockage rate schedule as recommended by the Town Manager during the July 28, 2010 budget workshop. Dockage rates are being increased for annual, charter annual, summer, and winter. Dockage rates are subject to change upon thirty days advance written notice to the tenant. Staff is asking for approval of the proposed rates to meet the thirty day notice by mail and be in effect October 1, 2010. The recommended rates are as follows:

Annual	\$17.50/ft. to \$19.50/ft.
Charter Annual	\$19.50/ft. to \$21.50/ft.
Summer	\$17.50/ft. to \$19.50/ft.
Winter	\$25.50/ft. to \$28.50/ft.
Daily	\$1.50/ft. to \$1.75/ft.

Additionally it is recommended that the utility fee be increased from \$20.00 per month to \$30.00 per month. This fee covers the cost of water, trash pickup and meter reading. The current fee does not adequately recover the costs incurred by the Marina for these services.

RESOLUTION NO. 29-08-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE REVISED DOCKAGE RATE SCHEDULE FOR THE LAKE PARK HARBOR MARINA FOR VESSEL OWNERS 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 recognizes that periodic adjustments must be made to dockage rate schedule in keeping with increased costs and the marina market in general; and

WHEREAS, the Town has determined that it is in the best interests of the Town and Lake Park Harbor Marina to increase and implement the rental rates and fees which are set forth in the Rate Schedule which is attached hereto and incorporated herein as **Exhibit "A"**

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.

The Town Commission hereby approves the revised Marina Rate Schedule attached hereto as **Exhibit "A"**, and Town staff is directed to implement the fees set forth therein commencing with the Effective Date of this Resolution.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

Lake Park Harbor Marina
105 Lake Shore Drive
Lake Park, Florida 33403
Ph (561) 881-3353 Fax (561) 881-3355

DOCKAGE RATES

Annual
\$19.50/ft

Charter Annual
\$21.50/ft

Summer (5/1-10/31)
\$19.50/ft

Winter (11/1-4/30)
\$28.50/ft

The above rates do not include 6.5% sales tax or metered electrical charges.
There is a \$30.00 per month utility fee covering water, trash pickup, etc.
Rates are based on over-all vessel or slip length, whichever is greater.

Transient Rate: \$1.75 per foot of over-all vessel length per day + 6.5% sales tax
Daily Electric: 30amp - \$6.00 50amp - \$8.00

Overnight Trailer Parking: \$25.00 per night

Amenities: 103 slip marina handling up to 60' vessels
 Floating and fixed docks
 Ship store and fuel dock open seven days a week
 Pump out stations
 Large, clean restrooms with showers
 Laundry facility
 Ice, bait, fishing tackle, snacks, drinks and more
 Two launching ramps staffed by marina personnel
 Wi-Fi availability
 24 hour security
 Monitor VHR channel 16

TAB 3

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

Meeting Date: August 18, 2010

Agenda Item No. **3**

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

SUBJECT: Change to Fee Schedule

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager W. Davis Date: 8/12/10

Patrick Sullivan CD Director

Name/Title _____ Date of Actual Submittal 8-9-2010

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

Summary Explanation/Background: Amending the schedule of fees to add a Marina Event fee of \$500 per event. Fee can be waived or reduced at the discretion of the Town Manager.

RESOLUTION NO. 30-08-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE SCHEDULE OF FEES FOR DEVELOPMENT ORDERS, PERMITS, MOBILE VENDORS, REASONABLE ACCOMODATION REQUESTS AND OTHER APPLICATIONS WHICH REQUIRE ADMINISTRATIVE PROCESSING BY THE TOWN; PROVIDING FOR SEVERABILITY; 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 previously adopted Resolution No. 20-05-09, pursuant to which the Town Commission established a Schedule of Fees that the Town charges for the review and processing of applications for development orders, permits, and other applications which require processing by the Town staff and Attorney and consultants ; and

WHEREAS, Town staff has recommended that the Schedule of Fees previously adopted in Resolution No. 20-05-09 be amended as set forth in **Exhibit "A"** attached hereto, and incorporated herein to increase and add certain fees.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby adopts the amended Schedule of Fees as contained in **Exhibit "A"** which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

EXHIBIT "A"

+SECTION I		
DEVELOPMENT REVIEW PERMIT FEE SCHEDULE		
No.	TYPE OF FEE	FEE
1	Abandonment of rights of way	\$1500.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$600.00
4	Comprehensive Plan amendment	\$1250.00
5	Comprehensive future land use map change	\$1250.00
6	Development of Regional Impact	\$3000.00
	c. Annual report review	\$500.00
7	Development Approval extension	\$1000.00
8	Developer Agreements	\$1500.00
9	Planned Unit Development	
	a. Master Plan approval	\$1750.00
	b. Modification to an approved Master Plan	\$750.00
10	Site Plan, nonresidential	
	a. 0 – 14999 square feet	\$1000.00
	c. Greater than 14999 square feet	\$1500.00
11	Site Plan residential	
	a. Base fee	\$750.00
	b. Additional fee, greater of 10.00 per dwelling unit or lot	\$10.00 per unit
12	Special Exception, nonresidential	
	a. 0–14999 square feet	\$750.00
	c. Greater than 14999 square feet	\$1250.00

13	Special Exception, residential	
	a. 0—14999 square feet	\$750.00
	c. Greater than 14999 square feet	\$1250.00
14	Variance, nonresidential	\$750.00
15	Variance, residential principal structure	\$550.00
16	Vegetation removal and land clearing permit	\$500.00
17	Zoning code text amendment	\$1250.00
18	Zoning map amendment	\$1250.00
19	Zoning determination letter	\$85.00
20	Zoning Confirmation Certificate	\$85.00
21	Home Occupation Zoning Confirmation Certificate	\$85.00
22	Special Event Permit (non-profit)	\$25.00
23	Special Event Permit (commercial entity)	\$75.00
24	Minor Replat	\$500.00
25	Tree Removal	\$50
26	Telecommunications Tower Pre-application Permit	\$250
27	Telecommunications Tower/Co-Location Application	\$1,500
28	Certificate of Appropriateness (Historic Preservation)	\$100
29	Site Plan or Development Approval Amendment	\$250
30	Abatement Request Application - Code	\$50
31	Time Extension Application - Code	\$50
32	Out of Town Business Registration Application	\$25
33	Name Change Administrative Fee	\$25

34	PADD Waiver	\$750
35	Parking meter fee per hour	\$1.00
36	Parking meter fee per quarter hour	\$.25
37	Parking meter discounts, passes and bulk purchases	TBD by the Town Mgr
38	Expired meter – illegal parking fine per ticket	\$20
39	Unauthorized parking in a handicapped space or zone	\$500
<u>40</u>	Annual Mobile Vendor fee	\$250
<u>41</u>	Mobile Vendor fee per event	\$25
<u>42</u>	<u>Marina Event Fee -- per event</u> <i>Fee may be waived or reduced at discretion of Town Manager</i>	\$500

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Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- (1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- (2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application for a development order, and the preparation and/or review of legal documents.
- (3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- (4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any

monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.

(5) The minimum cost deposit shall be \$800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

TAB 4

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

Meeting Date: August 18, 2010

Agenda Item No. 4

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

SUBJECT: Tennis Pro Contract Renewal

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Greg Dowling* Date: 8/11/10

Greg Dowling, Parks & Recreation Director 8/4/2010

Name/Title	Date of Actual Submittal	
Originating Department: Recreation Department	Costs: \$ -0- Funding Source: Acct.	Attachments: Exhibit A Resolution and Contract
Department Review: <input checked="" type="checkbox"/> Recreation Dept _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ___GD___: Please initial one.

Summary Explanation/Background: The term of the contract is for one year and maybe renewed for up to three additional one year periods on the same terms and conditions with an increase in rent of 4% per year. The monthly rent has been increased from \$1,092 to \$ 1,136 per month.

RESOLUTION NO. 31-08-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT BETWEEN THE TOWN OF LAKE PARK AND ITAMAR MACEDO FOR A PERIOD OF ONE YEAR; 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 is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the Town of Lake Park (Town) has executed an Contract for the provisions of Professional Tennis Lessons and Instruction (the Contract) with Itamar Macedo (Macedo) effective September 3, 2009, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, paragraph 2.1 of the Contract provides for up to three one year extensions of the Contract and the Town and the Macedo have agreed to renew the Contract for one year from September 1, 2010 to August 31, 2010; and

WHEREAS, the effective date of the amendment to the Contract will be September 1, 2010.

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

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

Section 2. The Town and Itamar Macedo have agreed to exercise the right to renew the Contract effective September 1, 2010, upon the same terms until August 31, 2011. The Mayor is hereby authorized and directed to execute the First Amendment to the Contract between the Town of Lake Park and Itamar Macedo attached hereto and incorporated herein as **Exhibit "B"**.

Section 3.

This Resolution shall take effect immediately upon its adoption.

**CONTRACT
BETWEEN THE TOWN OF LAKE PARK, FL
AND
ITAMAR MACEDO**

THIS CONTRACT, made this 3 day of September, 2009 by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and ITAMAR MACEDO, 1087 Raintree Drive, Palm Beach Gardens, FL 33410, hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the TOWN requires the services of a tennis professional as an independent contractor and not an employee of the TOWN to provide tennis instruction for individuals interested in taking tennis lessons at the Lake Park Tennis Center; and

WHEREAS, the TOWN has interviewed persons interested in providing such services to the TOWN and has determined that the CONSULTANT is the most qualified individual to serve as the tennis professional instructor for the TOWN under the terms and conditions of this CONTRACT; and

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

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

1. STATEMENT OF WORK

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide tennis lessons, instruction and related services as described herein. The CONSULTANT shall organize and operate a range of quality tennis activities and programs for all ages and experience levels of tennis players, which shall include youth and adult players and beginner, intermediate, and advanced levels of play. The CONSULTANT shall, at the CONSULTANT's sole expense, hire and retain and employ any and all assistants necessary to operate a quality tennis program for the TOWN (including but not limited to the provision to such individuals all benefits of employment required by state and federal law, including but not limited to, worker's compensation insurance, health insurance, disability insurance, life insurance,

retirement benefits, and all other insurances and benefits of employment, and the CONSULTANT shall be solely responsible for paying such costs. The CONSULTANT shall submit a fee schedule for the costs to be charged for tennis lessons and other related services to the Town Manager, which shall be subject to Town Manager's review and approval before CONSULTANT commences any services under this CONTRACT. The fee schedule for tennis lessons and instruction shall be comparable with fees charged at similar tennis facilities in municipalities of comparable demographics in Palm Beach County. The CONSULTANT shall provide all equipment including but not limited to tennis rackets, tennis balls, ball practice hitting equipment (tennis ball machines), water coolers, water removers/squeegees, ball pickup and ball baskets, score keepers/trackers, audio and video teaching materials, classroom instruction, seminars, individual and group instruction, tournaments, and all other normally accepted methods of instruction and coaching in the sport of tennis and means of teaching as well as practice machinery and equipment necessary to provide tennis instruction and lessons.

- 1.1 The CONSULTANT after consultation with, and approval of the Town Manager, shall establish a method for qualifying under-privileged individuals with low incomes or who are from low income households, for free tennis lessons and instruction and coaching in tennis by the CONSULTANT. The CONSULTANT shall be responsible for preparing all application forms, registration forms, ledgers, account records, incident reports, appointment and scheduling books and records, and other written documentation made or received by the CONSULTANT in the operation of the tennis instruction program. Annually, the CONSULTANT shall conduct a minimum of 25 hours of free lessons and shall hold periodic teaching seminars for individuals who qualify for free lessons and instruction. In addition, the CONSULTANT shall provided not less than 25 hours of free tennis lessons to students of Lake Park Elementary School, Lake Park Baptist School and the Lake Park Summer Camp who qualify for free lessons under the criteria established by the Town Manager and the CONSULTANT. The CONSULTANT shall keep accurate and up to date written records and appointment books located in the Pro Shop at the Tennis Center. The appointment book shall be available to the Town Manager or his/her designee at any time.
- 1.3 The CONSULTANT shall have the priority use of two tennis courts (courts 3 and 4) for the purpose of delivering instruction or services. The CONSULTANT may, depending upon the circumstances, have the exclusive use of two courts during the times other organizations are present at the Tennis Center. The CONSULTANT's use and maintenance of the Tennis Center shall not in anyway, or at any time, interfere with or obstruct the use of the Tennis Center by the TOWN, its agents, employees, patrons or assigns.

- 1.4 Any and all advertising, signage, marketing and promotional materials, forms, releases, authorization forms, legal documents, and any other written materials and publications prepared or created by or for the CONSULTANT for use in connection with the services to be provided pursuant to this CONTRACT or relating to the Town of Lake Park, the Lake Park Tennis Center, the Lake Park tennis program, or other written or electronic materials relating to the TOWN must be reviewed and approved in advance by the Town Manager. The CONSULTANT shall be required to utilize the medical authorization and release of liability forms prepared by the Town Attorney for all activities conducted by the CONSULTANT on TOWN property.

2. TERM AND PERIOD OF PERFORMANCE

- 2.1 The term of this CONTRACT shall commence on the date this CONTRACT is executed by the TOWN ("Commencement Date") and shall continue for a term of .one (1) year unless terminated prior to the expiration of the one-year term. The CONTRACT may be renewed by the TOWN for up to three additional one year periods on the same terms and conditions and an increase in the Facility User Fee for the Pro Shop as provided herein.
- 2.2 The parties agree that time is of the essence in the performance of each any every obligation under this CONTRACT.

3. CONSIDERATION AND FACILITY USER FEES

- 3.1 The TOWN shall provide office space for the CONSULTANT in the Pro Shop building at Lake Shore Park at monthly Facility User Fees ("Fee") of One Thousand Ninety Two Dollars (\$1,092.00) per month. Facility User Fee shall be paid by the CONSULTANT by the 10th day of each month by cashier's check or money order made payable to "The Town of Lake Park, Florida" and delivered to the Town of Lake Park Finance Department located at 535 Park Ave, Lake Park Florida 33403. After the expiration of the initial one year term, Facility User Fee shall increase by four percent (4%) for each one year renewal term. If CONSULTANT fails to make any payment of Facility User Fee within fifteen (15) days after receipt of written notice from TOWN of such failure, then CONSULTANT shall pay a late charge in an amount equal to five percent (5%) of the amount of Facility User Fee then due. The late charge shall be paid to TOWN within thirty (30) days after demand by TOWN. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by TOWN. CONSULTANT and TOWN agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by TOWN in handling the delinquency. Any and all sums of money or charges required to be paid by CONSULTANT under this CONTRACT other than the Facility User Fee

shall be considered "Additional Fee" whether or not the same is so specifically designated and TOWN shall have the same rights to enforce due and timely payment by CONSULTANT of all Additional Facility User Fee as are available to TOWN relating to Facility Usage Fees.

- 3.2 In the event the CONSULTANT pays an amount than is less than the amount stipulated to be paid under this CONTRACT, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. The TOWN may accept any check or payment without prejudice to the TOWN's right to recover the balance due or to pursue any other remedy available to the TOWN pursuant to this CONTRACT or under the law.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall be sent to the following address:

Town of Lake Park
Town Manager
545 Park Avenue
Lake Park, FL 33403

- 5.2 The CONSULTANT shall be paid on a monthly basis or as otherwise agreed to in writing by the TOWN, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT to the satisfaction of the TOWN.

6. INDEMNIFICATION AND INSURANCE

- 6.1 The CONSULTANT hereby agrees to indemnify, defend and hold harmless TOWN from and against any and all liability for any and all losses, claims, expenses, damages, bodily injury or property damage, including without limitation, damage to the Property or to TOWN's Property, consequential damages, all costs, expenses, court costs and reasonable attorneys' fees imposed on TOWN by any person whomsoever that occurs ARISING FROM (1) THE ACTS, OMISSIONS, NEGLIGENCE, WILFUL MISCONDUCT OR STRICT LIABILITY OF THE CONSULTANT, ITS EMPLOYEES, AGENTS OR CONTRACTORS OR (2) ANY BREACH OF ANY PROVISION OF THIS

CONTRACT The commercial liability insurance that the **CONSULTANT** is required to carry pursuant to Section 6 of this **CONTRACT** shall include coverage of the foregoing contractual indemnity. **CONSULTANT's** inability to evaluate liability or its evaluation of liability, shall not excuse the **CONSULTANT's** duty to defend and indemnify within fifteen (15) days after such notice is given by the **TOWN** by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the **TOWN** solely negligent, shall excuse performance of this provision by enforcement by the **CONSULTANT**. The **CONSULTANT** shall pay all costs and fees related to this obligation and its enforcement by the **TOWN**. The **TOWN's** failure to notify the **CONSULTANT** of a claim shall not release the **CONSULTANT** of the above duty to defend and indemnify. The provisions of this Section shall survive the expiration or any termination of this **CONTRACT**.

- 6.2 The **CONSULTANT** shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the **CONTRACT**, which must include the following coverages and minimum limits of liability:
- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the **CONSULTANT** for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the **CONSULTANT** and all subcontractors.
 - b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
 - c. **BUSINESS AUTO LIABILITY** with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
 - d. **PROFESSIONAL LIABILITY** (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of **CONSULTANT**.
- 6.3 The **TOWN** shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the **CONSULTANT**. There shall be a thirty (30) day

notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that any subcontractors are adequately insured or covered under their policies.

- 6.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 6.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- 6.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- 6.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the CONTRACT by the CONSULTANT and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

7. TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have seven (7) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the seven (7) day time period.

- 7.2 The TOWN may terminate this CONTRACT at any time for convenience upon thirty (30) calendar day's prior written notice to the CONSULTANT. The performance of work under this CONTRACT may be terminated by the TOWN in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither he nor any of his employees and subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the

CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further, the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void, and notwithstanding the termination provisions of Paragraph 7 herein, the TOWN may immediately terminate this CONTRACT.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT's failure to comply with Chapter 119, F.S. related to public

records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT, which are associated with this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.

11. USE OF PRO SHOP

- 11.1 All personal property placed or moved into or upon the Premises shall be at the sole risk of the CONSULTANT and the TOWN shall not be liable for any damage caused to said personal property, by the CONSULTANT, its officers, agents, or employees, or by a willful, wanton, or negligent act of any occupant of the Pro Shop whatsoever. The Pro Shop Building, sidewalks, entrances, passages, elevators and staircases and other common areas on the Premises shall not be obstructed or used other than for ingress and egress. No person shall be permitted to loiter upon the Pro Shop Premises. The CONSULTANT shall keep all glass, locks, trim and other property of the TOWN in good order and repair. If any of the same are damaged by the CONSULTANT or any of the tenant's agents, the same shall be repaired at CONSULTANT's expense. No additional lock or bolt shall be placed on any door or window of the CONSULTANT's premises and the CONSULTANT shall not permit any lock mechanism to be changed. If more than two keys for any door are desired, the additional number must be procured from the TOWN. At the end of the CONSULTANT's tenancy, the CONSULTANT shall surrender to the TOWN all keys received by the CONSULTANT. The installation of security systems is permitted however upon installation, the CONSULTANT must provide the TOWN with the security code for admission by the Town or Town Officials.
- 11.2 CONSULTANT certifies that CONSULTANT has inspected the Pro Shop, and accepts the same "AS IS" in its existing condition, as of the Effective Date of this CONTRACT, together with all defects, latent and patent, if any, and subject to all easements, encumbrances, and restrictions and matters of record. CONSULTANT further acknowledges that the TOWN has made no warranties or representations of any nature whatsoever regarding the Pro

Shop Premises, including without limitation, any relating to the physical condition or structural integrity of any improvements located thereon, or the suitability thereof for the CONSULTANT's intended use.

- 11.3 The CONSULTANT shall service, keep and maintain the interior of the Pro Shop, including all plumbing, air conditioning and heating and cooling equipment, fixtures, sprinkler systems, electrical systems, doors, interior partitions, equipment and appurtenances, the air conditioning fixtures and equipment on the exterior of the Premises, and any other installations in good condition and repair during the entire term of this CONTRACT. The CONSULTANT agrees to make repairs to the Pro Shop, which are required by, or arise out of, the CONSULTANT'S own acts or negligence, or that of the CONSULTANT'S members, employees, agents, guests, invitees, licensees, patrons or customers and immediately upon demand by the TOWN shall remedy and repair any damage to any water apparatus, electric lights, or any fixture, appliances or appurtenances of the Pro Shop, caused by any act of neglect by the CONSULTANT or of any person(s) in the employ or under the control of the CONSULTANT.
- 11.4 Throughout the term of this CONTRACT, the CONSULTANT at its sole expense, shall maintain the Pro Shop, which includes both internal and external, in a clean, orderly and presentable condition, free of rubbish and trash. No dumping of any unwanted materials and no outside storage of any personal property shall be permitted. The CONSULTANT, including its members, employees, agents, guests, invitees, licensees, patrons or customers, shall not cause any litter or debris to be cast upon the grounds, exterior portions or common areas of the Pro Shop. Any garbage and trash generated from the CONSULTANT's use of the Pro Shop shall be promptly removed and deposited in the containers intended to be used for such purposes.
- 11.5 If the CONSULTANT's presence or activities in and upon the Premises of the Pro Shop causes the TOWN to incur costs for cleaning, trash removal, inspections, or like expenses, CONSULTANT agrees to pay such costs to the TOWN on the TOWN's written demand including copies of the paid invoices for such work. Notwithstanding the foregoing, the CONSULTANT will pay on written demand the greater of the actual inspection of costs or Five Hundred Dollars (\$500.00) for any inspection conducted by the TOWN or its agents on the Pro Shop the results of which show, in the TOWN's reasonable determination a, violation of this CONTRACT or a violations of any federal, state or municipal laws or regulations. CONSULTANT shall also pay on demand, the greater of the actual inspection costs or Five Hundred Dollars (\$500.00) for any follow-up inspections related to the violation.

- 11.6 The CONSULTANT shall pay the Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the personal property of the CONSULTANT, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by the CONSULTANT or directly associated with the CONSULTANT's use of the Pro Shop Property.
- 11.7 The CONSULTANT releases the TOWN from any loss, claim or damage which the CONSULTANT may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by the CONSULTANT of the Pro Shop. CONSULTANT shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulations, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the Property or for the construction of any facilities upon the Pro Shop, and shall indemnify and hold harmless the TOWN from any loss, claim or damage suffered by the TOWN for the CONSULTANT's failure to properly and completely perform this responsibility. CONSULTANT shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the use of the Pro Shop.
- 11.8 The CONSULTANT shall not place any signs on the Pro Shop, except in compliance with the Town Code, or if not applicable with the prior written consent of the TOWN, including consent as to location and design, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all such approved signs shall be installed and shall be maintained by the CONSULTANT, at its sole cost and expense and shall be in compliance with all applicable laws. The CONSULTANT shall be responsible to TOWN for the installation, use or maintenance of said signs and any damage caused thereby. The CONSULTANT agrees to remove any signs prior to termination of this CONTRACT and upon such removal to repair all damage incident to such removal.
- 11.9 In addition to and not limiting any other rights or remedies which the TOWN may have on account of the CONSULTANT holding over without consent of TOWN, the CONSULTANT shall pay to the TOWN any and all direct and consequential damages incurred by the TOWN on account of such unapproved holding over.

- 11.10 During the term of this CONTRACT, the CONSULTANT shall use the Tennis Center and the Pro Shop in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). The CONSULTANT shall comply with (a) all Laws relating solely to CONSULTANT's specific and unique nature of use of the Pro Shop and the Tennis Center; and (b) all building codes requiring modifications to the Pro Shop and the Tennis Center due to the improvements made by CONSULTANT.
- 11.11 The CONSULTANT shall not make or allow to be made any alterations in or to the Tennis Center and the Pro Shop without first obtaining the written consent of TOWN, which consent may be granted or withheld in the TOWN's sole discretion. The CONSULTANT shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the Tennis Center and the Pro Shop. The CONSULTANT shall promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT THE TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO THE CONSULTANT, OR TO ANYONE HOLDING THE PROPERTY THROUGH OR UNDER THE CONSULTANT, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN IN THE PRO SHOP OR TENNIS CENTER.
- 11.12 Upon termination of the CONTRACT, the CONSULTANT shall, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted.

12. GENERAL PROVISIONS

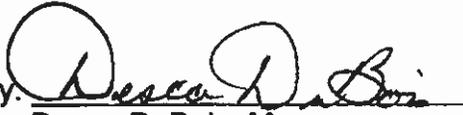
- 12.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT

shall otherwise remain in effect.

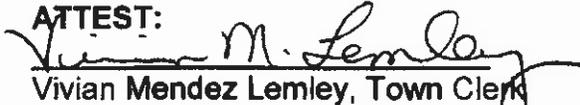
- 12.2 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in Palm Beach County (the Fifteenth Judicial Circuit) for claims under state law and in the Southern District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

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

TOWN OF LAKE PARK, FL

By: 
Desca DuBois, Mayor

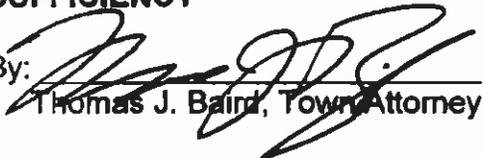
ATTEST:


Vivian Mendez Lemley, Town Clerk



FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

CONSULTANT:

BY: 
Itamar Macedo

FIRST AMENDMENT TO CONTRACT BETWEEN THE TOWN OF LAKE PARK, FL AND ITAMAR MACEDO

WHEREAS, the Town of Lake Park (Town) has executed an Contract for the provisions of Professional Tennis Lessons and Instruction (the Contract) with Itamar Macedo (Macedo) effective September 3, 2009; and

WHEREAS, paragraph 2.1 of the Contract provides for up to three one year extensions of the Contract and the Town and the Macedo have agreed to renew the Contract for one year from September 1, 2010 to August 31, 2011; and

WHEREAS, the effective date of the amendment to the Contract will be September 1, 2010.

NOW THEREFORE, the Town and the Macedo have agreed to exercise the right to renew the Contract effective September 1, 2010, upon the same terms as contained in the Contract until August 31, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2010.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

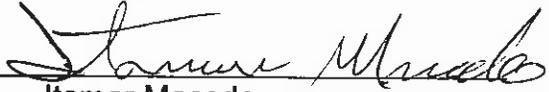
By: _____
Desca DuBois, Mayor:

By: _____
Maria V. Davis, Town Manager

Approved as to Form and Legal Sufficiency:

CONSULTANT:

Thomas J. Baird, Town Attorney

By: 
Itamar Macedo

TAB 5

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

Meeting Date: August 18, 2010

Agenda Item No. **5**

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

SUBJECT: Florida Recreation Development Assistance Program Grant (FRDAP)

RECOMMENDED MOTION/ACTION: Authorize the Town Manager to submit a grant application

Approved by Town Manager *W. Davis* Date: 8/11/10

Virginia Martin, Grants Writer
Name/Title

8/10/2010
Date of Actual Submittal

Originating Department: Grants	Costs: \$ 150,000 Funding Source: FRDAP \$112,500; CDBG \$37,500 (Awarded) Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input checked="" type="checkbox"/> Grants <u>GM</u> <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"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>GM</u> Please initial one.

Summary Explanation/Background: Each year, the Florida Department of Environmental Protection makes funding available to Florida communities for parks and recreation infrastructure. Up to \$150,000 in project costs can be spent using a local match of \$.25 for every \$.75 in FRDAP funding. We will apply for \$112,500 to replace the playground at Bert Bostrom Park with a new ADA playground, build new ADA compliant restrooms for the fields, replace the dugouts, and repair the basketball courts, et al. The match required will be paid by using part (\$37,500) of our 2010-11 Community Development Block Grant (awarded).

RESOLUTION NO. 32-08-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT A FUNDING PROPOSAL TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR THE PURPOSE OF RENOVATING AND FURTHER DEVELOPING THE INFRASTRUCTURE AT BERT BOSTROM PARK FOR THE BENEFIT OF THE CITIZENS OF THE TOWN AND VISITORS.

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

WHEREAS, the Town desires to provide the citizens and children of Lake Park with appropriate venues for sporting and recreational activities; and

WHEREAS, the Town lacks the available financial resources to independently carry out a recreational development project at this time; and

WHEREAS, the State of Florida, through the Florida Department of Environmental Protection, Division of Parks and Recreation, Florida Recreation Development Assistance Program (FRDAP) has monies available for the development of ball fields and recreational sites,

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

SECTION 1. The Town Commission has determined that it is in the best interests of the citizens of the Town to seek funding to renovate and further develop

Bert Bostrom Park.

SECTION 2. The Town Manager is hereby authorized and directed to submit a funding proposal to the State of Florida Department of Environmental Protection Agency, Division of Parks and Recreation, Florida Recreation Development Assistance Program for the renovation and further development of Bert Bostrom Park.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

TAB 6

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

Meeting Date: **August 18, 2010**

Agenda Item No. 6

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

<input checked="" type="checkbox"/> Other: Lease Agreement |
|--|--|

SUBJECT: Approval of a License Agreement with Dunkin Donuts for Use of Parking Spaces on Town Land

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Patrick Sullivan* Date: 8/11/10

Patrick Sullivan CD Director

8-9-2010

Name/Title

Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: License Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>MSB</i></u> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <u><i>A. Sullivan</i></u>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <u><i>MSB</i></u> Or 8/11/2010 Not applicable in this case _____ Please initial one.

Summary Explanation/Background: This is a ten year license with Dunkin Donuts. Dunkin will be licensing approximately 2,250 square feet of town owned property adjacent to the Dunkin Donuts restaurant on Federal Highway for parking purposes. The parking area has been previously constructed. This license replaces a previous lease for the same parcel due to a request by Dunkin to extend the term to 10 years so that it will match their franchise agreement with their franchisee. The Town Attorney advised that a license was more appropriate than a lease so we have taken this opportunity to change the lease to a license. In exchange for the longer term Dunkin has agree to immediately increase the base rent by \$1200 per year along with a 4% escalator each year.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby entered into this _____ day of 2010, by the Town of Lake Park, Florida ("Town"), a municipal corporation organized and existing in accordance with the laws of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 and DB Real Estate Assets I LLC, a Delaware Limited Liability Company licensed to do business in the State of Florida and having a principal office address located at 130 Royall Street, Suite 100, Canton, Massachusetts 02021 ("Licensee").

WHEREAS, on October 1, 2009, Licensee and Town entered into an Agreement whereby the Licensee is permitted to utilize certain Town owned property for parking purposes for the benefit of a restaurant known as Dunkin Donuts that Licensee operates on property which is adjacent to the Town property, to provide for parking for its customers and citizens of the Town; and

WHEREAS, the Town has considered Licensee's request to extend the use of the Town's property to August 31, 2020 and to increase the amount Licensee will pay to the Town for the use of the Town property; and

WHEREAS, the Town and Licensee have agreed to terminate the October 1, 2009 Agreement and replace it with this License Agreement; and

WHEREAS for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Town agrees to permit the Licensee to use and occupy for parking purposes the Town property consisting of a strip of land 15 feet by 150 feet, for a total of approximately 2,250± square feet (the "Property"), and which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof subject to certain terms and conditions.

1. **TERM OF LICENSE AND COMPENSATION:** This License Agreement ("Agreement") shall commence on the 1st day of October 2010, ("Effective Date") following approval by the Town Commission, and shall continue through August 31, 2020. During the term, Licensee shall pay the Town annually in advance on the first day of each month beginning on the Effective Date noted above in accordance with the annual rent set forth during each year pursuant to the term set forth herein below:

<u>Rental Period</u>	<u>Rent Yearly</u>
October 1, 2010 through September 31, 2011	\$ 7,200.00
October 1, 2011 through September 31, 2012	\$ 7,488.00
October 1, 2012 through September 31, 2013	\$ 7,787.52
October 1, 2013 through September 31, 2014	\$ 8,099.02
October 1, 2014 through September 31, 2015	\$ 8,422.98
October 1, 2015 through September 31, 2016	\$ 8,759.90
October 1, 2016 through September 31, 2017	\$ 9,110.30
October 1, 2017 through September 31, 2018	\$ 9,474.71
October 1, 2018 through September 31, 2019	\$ 9,853.70
October 1, 2019 through August 31, 2020	\$10,247.85

2. **EXTENT OF AGREEMENT:** This Agreement provides for the sole purpose of authorizing the Licensee's use of 10 parking spaces on the Property for the parking of vehicles by customers in connection with Licensee's use and operation of the Dunkin' Donuts restaurant which is owned and operated by a franchisee of Dunkin' Donuts Franchising LLC, an affiliate of the Licensee. This Agreement is for the Licensee and such franchisees use only and is not transferable without the written consent of the Town as set forth in Paragraph 6.

3. **USE OF THE PROPERTY:** Licensee shall maintain the Property and the access from the existing parking lot for Dunkin' Donuts which is located at 301 Federal Highway. Licensee agrees that in the event that the Town determines it is necessary to maintain, repair, remove or replace any asphalt located within the Property, and the work requires temporary and restrictive use of the Property and/or the removal and replacement of asphalt in or upon the Property, the removal and replacement may be done by the Town and/or its agents at the sole cost and expense of the Licensee. If Licensee fails to reimburse the Town for all costs associated with the improvement of the Property and the parking areas as described above, within 30 days from the date of receipt of an invoice from the Town, the Town may terminate this Agreement following the notice requirements hereunder. If Licensee's use of the Property is interrupted or discontinued by the Town, the monthly payments to be made shall be adjusted to reflect the number of days the Property was not available for use.

4. **INDEMNITY:** Licensee shall investigate all claims of every nature arising out of its use of the Property at its own expense and, shall indemnify, protect, defend, save and hold harmless the Town, its elected and appointed officers, and its agents or

employees, from any and all damages, claims, demands, lawsuits, causes of actions of liability, cost and expense, including reasonable attorneys' fees, arising out of the Licensee's use of the Property at both the trial and all appellate levels, and in mediation, arbitration, or in any other administrative proceeding. Notwithstanding the foregoing, Licensee shall not be responsible to indemnify, protect, defend or save harmless the Town if any such damages, claims, demands, lawsuits, causes of actions of liability, cost and expense, including reasonable attorneys' fees are the result of the negligence or willful misconduct of the Town, its elected or appointed officers, or its agents or employees.

5. **HOLD HARMLESS:** Licensee shall indemnify and hold harmless the Town, its elected and appointed officials, and its consultants, agent, independent contractors and employees, from and against, all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court, mediation and arbitration costs) arising out of or resulting from the performance of construction, operation, use, maintenance or repair by the Licensee where any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of Licensee, or its subcontractors, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Town reserves the right to select its own counsel to conduct any defense in any such proceedings and all reasonable costs and fees associated therewith shall be the responsibility of Licensee as set forth herein.

In any and all claims against the Town, its elected or appointed officials or any of its consultants, agents, independent contractors, or employees, by any employee of Licensee, or any subcontractor, any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Licensee or any such

subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute Section 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that this Agreement is hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6. **ASSIGNMENT AND SUBLETTING:** This Agreement shall not be assigned or sublicensed in whole or in part except with the prior written consent of the Town; provided, however, the Town acknowledges and agrees that the Licensee is permitted to allow the Dunkin' Donuts franchisee who is operating the Dunkin' Donuts restaurant located on the adjacent property to sublicense and use, for itself and its customers, the Property.

7. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Licensee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the Property.

8. **BREACH/NOTICE TO CURE:** Should Licensee or Town breach any of the covenants, terms or conditions of this Agreement, the non-breaching party shall give written notice to the other to remedy such breach within 10 days of receipt of such notice. In the event that either party fails to remedy the breach to the satisfaction of the other party within 10 days of the receipt of the written notice, the other party may terminate this Agreement immediately, provided, however, that if the breaching party commences such cure within such ten 10 day period and is diligently pursuing the cure to completion, the non-breaching party shall not be entitled to terminate this Agreement.

9. **INSURANCE REQUIREMENTS:** During the term of this Agreement, Licensee shall procure and maintain commercial general liability property damage policies of insurance in amounts not less than one million dollars (\$1,000,000.00) general aggregate, personal injury, death and property damage on the lands covered by this Agreement. The Town shall be named as an "additional named insured" on all policies to this Agreement.

All policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the Town by certified mail.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the Town is named as an additional insured shall not apply to Town. Licensee shall not commence use of the Property until it has obtained all of the minimum insurance required herein. Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement and the Town, at its sole discretion, may cancel the Agreement if the Licensee fails to provide the Town with evidence that such insurance is in place within 10 days or written notice to Licensee from the Town, and all rights, title and interest of Licensee shall thereupon cease and terminate.

10. **TAXES:** To the extent and in the event ad valorem or other taxes are levied against the Property, the Licensee shall be responsible for the payment or reimbursement of the Town for each and every year said taxes maybe be levied during the term. Failure to pay such taxes after applicable notice and cure periods have expired shall be a default of the license which shall entitle the Town to immediate possession of the Property and termination of the Agreement.

11. **TERMINATION:** This Agreement may be terminated for any breach of the terms of this Agreement in accordance with paragraph 8. Upon termination of this Agreement and written notice by the Town the Licensee shall, contract for the removal of any asphalt placed upon the Property, and the Licensee shall be responsible for requiring that the work shall be accomplished within a commercially reasonable time frame, failing which, the Town may cause the work to be completed and charge the Licensee the full amount of all fees and costs associated therewith, including loss of use expenses and costs and reasonable attorneys fees and other costs.

12. **NOTICE**: All notices given under this Agreement shall be in writing and shall be served by certified mail, including, but not limited to, notice of any violations served to the last address of the party to whom the notice is to be given as designated by such party in writing. Licensee and Town hereby designate their addresses as follows:

TOWN	LICENSEE
Town of Lake Park Attn: Town Manager 535 Park Avenue Lake Park, Florida 33403	DB Real Estate Assets I LLC, PO Box 9141, 130 Royall Street Canton, MA 02021

13. **PARTIAL INVALIDITY-SEVERABILITY**: If any term, covenant, condition or provision of this Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. **NO WAIVER OF BREACH**: The failure of Town to insist on any one or more instances or upon the strict performance of any of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms and conditions, and the same shall continue in full force and effect. No waiver of the Town of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by an authorized agent of the Town.

15. **COMPLIANCE WITH LAWS**: Licensee shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, the Town, or any political subdivision or agency which has legitimate jurisdiction authority regarding the Property.

16. **GOVERNING LAW**: This Agreement shall be governed by and interpreted according to the laws of the State of Florida; venue for the enforcement of this Agreement shall be Palm Beach County, Florida, where the Property is located.

17. **DUPLICATE ORIGINALS**: This Agreement is executed in duplicate originals, each of which shall be considered an original for all purposes.

18. **ENTIRE UNDERSTANDING**: This Agreement sets forth the entire understanding between the parties and shall only be amended with the prior written consent of both parties.

19. **ATTORNEY'S FEES** In the event that legal action is taken to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including attorney's fees at trial and all appellate levels, and other costs and disbursements, in addition to any other relief to which the prevailing party is entitled.

20. **TERMINATION OF ORIGINAL AGREEMENT**: The parties agree that, as of the Effective Date, the original Agreement dated October 1, 2009 pursuant to which the Town first granted the Licensee the right to use the ten (10) parking spaces on the Property, shall be terminated and of no further force and effect and the Town and Licensee agree that this License Agreement shall govern the respective rights and obligations of the parties thereafter. Notwithstanding the foregoing, the Town acknowledges receipt of rent from the Licensee for the period ending October 31, 2010 and, as such, the Town agrees that the Licensee shall be required to pay the Town rent for the month of October 2010 in an amount equal to the rent as set forth in Paragraph 1 above less the amount the Licensee has already paid the Town for the month of October 2010.

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

TOWN OF LAKE PARK

By: _____
Desca Dubois, Mayor

Witness

Date: _____

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird
Town Attorney

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Use and Indemnity Agreement was acknowledged before me this _____ day of _____, 2010, Desca Dubois, who is personally known to me or has produced a Florida Driver's License as identification and who did/did not take an oath.

(SEAL)

NOTARY PUBLIC, State of Florida

DB REAL ESTATE ASSETS I LLC

By: _____

Witness

Date: _____

Witness

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

The foregoing Agreement was acknowledged before me this _____ day of _____, 2010, by _____ as, who is personally known to me and who did/did not take an oath.

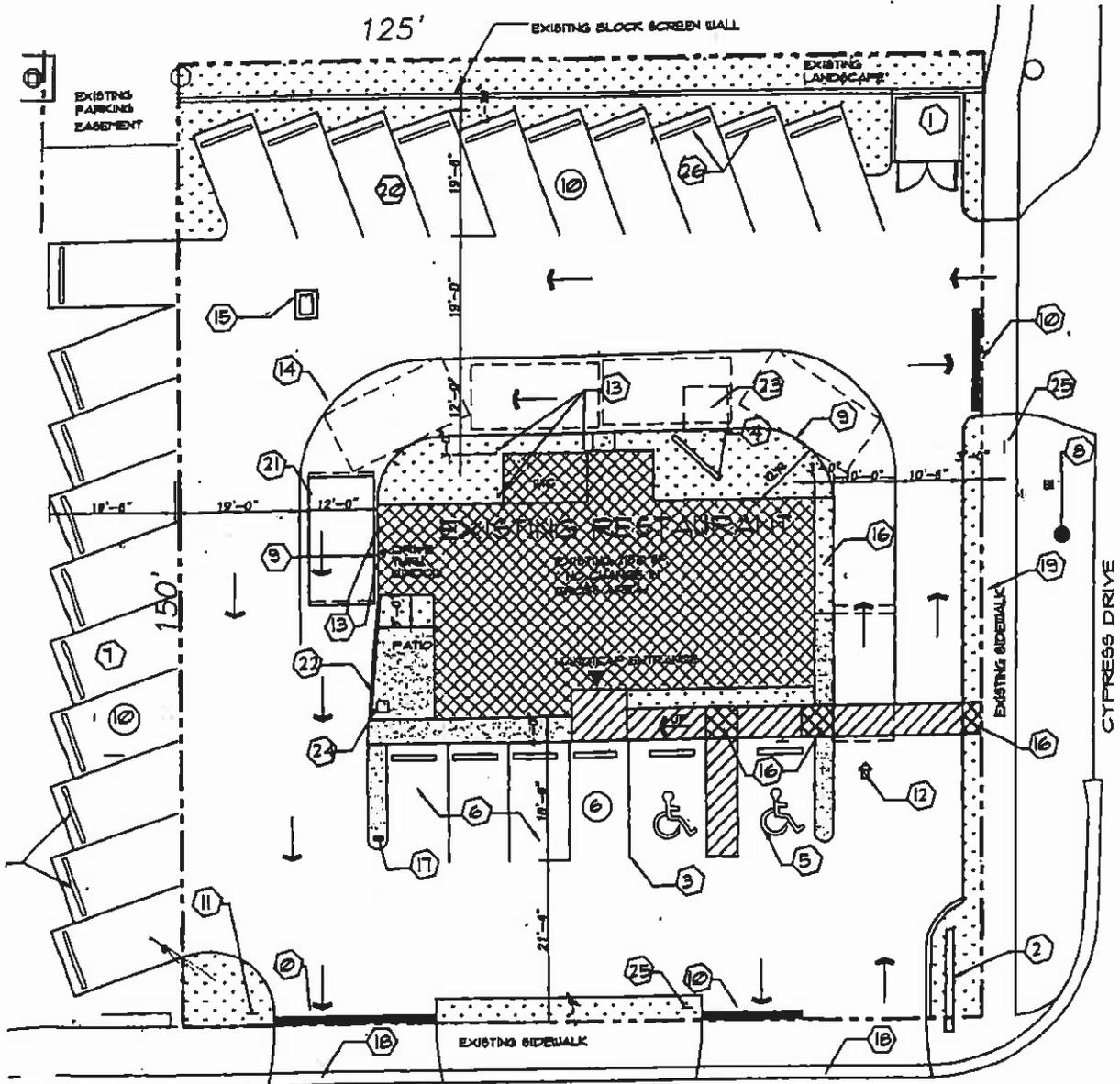
(SEAL)

NOTARY PUBLIC, State of Massachusetts

Exhibit A

LEGAL DESCRIPTION:

The East 15 feet of Lot 6, Block 115, LAKE PARK (formerly Kelsey City), according to Plat thereof on file in the Office of the Clerk of the Circuit Court In and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23.



U.S. No. 1

TAB 7

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

Meeting Date: August 18, 2010

Agenda Item No. 7

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

SUBJECT: Award of Bid for West Ilex Park Improvements Phase III to Browning and Becker Construction, Inc. in the amount of \$44,687.00

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

R. Pittman

Date:

8/11/10

Richard Pittman, CRA Project Manager
Name/Title

August 11, 2010
Date of Actual Submittal

Originating Department: Administration	Costs: \$ 44,687.00 Funding Source: Grant-CDBG West Ilex Park Acct. # 301-63806	Attachments: Bid Tabulation (2 pages)
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>June 20, 2010</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 _____ OR Not applicable in this case: <u>RP</u> Please initial one.

Summary Explanation/Background: The Town of Lake Park has received a Community Development Block Grant for improvements at West Ilex Park. The grant amount is \$73,054.00. The grant is for a playground, picnic shelter, green vinyl coated chain link fencing, sidewalk, and electrical to the park sign and picnic shelter. Past construction improvements at this park have included irrigation, sod, and trees.

The bid documents for West Ilex Park Improvements Phase III were prepared in-house and advertised for public bid on June 20, 2010. Bids were opened on August 6, 2010 with eight bids having been received (see attached bid tabulation).

The project was bid with the Town accomplishing some of the grant requirements. The Town has purchased the playground equipment, bike rack and trash receptacles with the intent of installing these items utilizing Town forces. The estimated cost of grant requirements performed by contract was \$50,000. The bid documents provided a base bid and two alternates to utilize as much grant funds as possible. Alternate I provides for an additional thickness of ADA approved mulch at the playground. Alternate II utilizes the contractor to remove the existing split rail fence and deliver the parts to Public Works.

Eight bids were received. The prices of the base bid plus the two alternates range from \$41,800.00 to \$97,600.00. S & M Bobcat, Inc. submitted the lowest bid and was determined to be Non-Responsive due to improper bid bond security. The bid submitted by S& M Bobcat, Inc. has been rejected.

The firm of Browning & Becker Construction, Inc. submitted the lowest responsive bid. Their base bid plus both alternates totals \$44,687.00. Mr. Jeff Browning representing Browning & Becker Construction has been contacted and is fully aware of the project requirements including the Davis/Bacon wage rates and paper work submittals.

The contract allows sixty calendar days for completion. During this construction period the park will be closed.

Browning & Becker Construction has accomplished past projects for the Town of Lake Park. Award of bid to Browning & Becker Construction, Inc. is recommended.

BID TABULATION

WEST ILEX PARK IMPROVEMENTS PHASE III

TOWN OF LAKE PARK BID NO. 103-2010

ITEM No.	DESCRIPTION	S & M BOBCAT INC. <small>NON RESPONSIVE</small>	BROWNING & BECKER CONST. INC.	DAVIS CONST.	CRAMER & BREEN BLDG. CORP.	AHRENS ENTERPRISE INC.
1	Indemnification	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Mobilization, Registration, Permits	\$ 500.00	\$ 200.00	\$ 1,065.00	\$ 1,000.00	\$ 464.00
3	Consideration for Davis/Bacon Requirements	\$ 1,500.00	\$ 200.00	\$ 1,500.00	\$ 400.00	\$ 1,299.00
4	8" Excavation for Playground Incl. ADA Compliant Engineered Wood Fiber	\$ 3,585.00	\$ 5,960.00	\$ 2,465.00	\$ 5,966.00	\$ 4,106.00
5	5' Wide Concrete Sidewalk, Pads for Bike Rack, Benches, Trash Receptacle, Root Control Fabric, Incl. Excavation and Detector Mats	\$ 8,590.00	\$ 4,398.00	\$ 6,924.00	\$ 7,146.00	\$ 7,503.00
6	Picnic Shelter Construction	\$ 6,850.00	\$ 15,968.00	\$ 10,186.00	\$ 14,725.00	\$ 15,392.00
7	Construct 4' Green Vinyl Fence & Gates	\$ 10,829.50	\$ 8,688.00	\$ 7,300.00	\$ 8,832.00	\$ 8,468.00
8	Electrical for Lighting at Picnic Shelter & Sign	\$ 3,310.00	\$ 1,746.00	\$ 1,772.00	\$ 2,100.00	\$ 3,364.00
9	Grading and Sod to Harmonize Grass	\$ 500.00	\$ 600.00	\$ 1,428.00	\$ 980.00	\$ 1,130.00
10	Irrigation Modifications	\$ 850.00	\$ 960.00	\$ 1,516.00	\$ 1,500.00	\$ 1,259.00
11	Miscellaneous	\$ 3,035.50	\$ 3,342.00	\$ 8,244.00	\$ 2,000.00	\$ 6,649.00
TOTAL BASE BID (Items 1 thru 11)		\$ 39,650.00	\$ 42,162.00	\$ 42,500.00	\$ 44,749.00	\$ 49,734.00
12	Alternate I: 12" Excavation and Wood Fiber for playground in place of 8"	\$ 1,550.00	\$ 1,725.00	\$ 2,750.00	\$ 2,178.00	\$ 2,492.00
13	Alternate II: Remove and Deliver Split Rail Fence to Public Works.	\$ 600.00	\$ 800.00	\$ 800.00	\$ 968.00	\$ 959.00
TOTAL BASE BID + SELECTED ALTERNATES		BID REJECTED	\$ 41,800.00	\$ 46,050.00	\$ 47,895.00	\$ 53,185.00

PAGE 1 OF 2 BID OPENING 08/06/10 TABULATED BY: Richard Pittman, CRA Project Manager

BID TABULATION
WEST ILEX PARK IMPROVEMENTS PHASE III
TOWN OF LAKE PARK BID NO. 103-2010

ITEM No.	DESCRIPTION	R.A.REYMANN INC.	BOFAM CONST. CO.	WILLIAMS PAVING CO.	R.A. REYMANN INC. ALTERNATE BID
1	Indemnification	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Mobilization, Registration, Permits	\$ 8,000.00	\$ 2,400.00	\$ 15,000.00	\$ 11,000.00
3	Consideration for Davis/Bacon Requirements	\$ 1,000.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00
4	8" Excavation for Playground Incl. ADA Compliant - Engineered Wood Fiber	\$ 5,000.00	\$ 8,400.00	\$ 5,700.00	\$ 5,000.00
5	5' Wide Concrete Sidewalk, Pads for Bike Rack, Benches, Trash Receptacle, Root Control Fabric, Incl. Excavation and Detector Mats	\$ 7,000.00	\$ 9,000.00	\$ 15,600.00	\$ 6,300.00
6	Picnic Shelter Construction	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 12,000.00
7	Construct 4' Green Vinyl Fence & Gates	\$ 7,300.00	\$ 9,000.00	\$ 7,800.00	\$ 4,800.00
8	Electrical for Lighting at Picnic Shelter & Sign	\$ 1,500.00	\$ 4,800.00	\$ 4,100.00	\$ 1,500.00
9	Grading and Sod to Harmonize Grass	\$ 1,500.00	\$ 1,800.00	\$ 3,200.00	\$ 1,500.00
10	Irrigation Modifications	\$ 1,500.00	\$ 2,400.00	\$ 3,500.00	\$ 1,500.00
11	Miscellaneous	\$ 1,900.00	\$ 1,200.00	\$ 600.00	\$ 1,900.00
TOTAL BASE BID (Items 1 thru 11)		\$ 49,800.00	\$ 55,900.00	\$ 86,600.00	\$ 46,600.00
12	Alternate I: 12" Excavation and Wood Fiber for playground in place of 8"	\$ 3,500.00	\$ 10,500.00	\$ 9,200.00	\$ 3,500.00
13	Alternate II: Remove and Deliver Split Rail Fence to Public Works.	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00
TOTAL BASE BID + SELECTED ALTERNATES		\$ 54,800.00	\$ 68,200.00	\$ 97,600.00	\$ 51,600.00

TAB 8

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

Meeting Date: August 18, 2010

Agenda Item No. 8

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

SUBJECT: MODIFICATIONS TO SIGN CODE SECTION 70-103(3)(E)(10).

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis* **Date:** 8/13/10
 Patrick Sullivan CD Director *PS* **8-13-2010**
 Name/Title 8/13/10 Date of Actual Submittal

Originating Department: <i>Community Development Department</i>	Costs: \$ Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Attorney _____ <input checked="" type="checkbox"/> Community Development <u><i>PS</i></u> <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 _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone Or <u><i>PS</i></u> Not applicable in this case <u>n/a</u> Please initial one.

Summary Explanation/Background: The Town would like to extend its welcome to new businesses by modifying Section 70-103(3)(e)(10) to provide for more flexible, less onerous regulations for temporary new business signage. As a benefit to new businesses, the new language will waive permit fees for temporary new business signs and would further the community's awareness of new businesses in Town, by eliminating the additional burden to new businesses of having to follow stringent guidelines and pay permit fees on a temporary basis only.

ORDINANCE NO. 07-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e)(10) OF CHAPTER 70, ARTICLE IV, PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE WAIVER OF PERMIT FEES FOR TEMPORARY SIGNS ANNOUNCING THE OPENING OF A NEW BUSINESS OR A CHANGE IN THE OWNERSHIP OF AN ESTABLISHED BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has a comprehensive sign code which has been codified in the Town's Code of Ordinances, Chapter 70, Articles I through IV, and Sections 70-1 through 70-108; and

WHEREAS, Town Manager has recommended that the Town Commission amend Town Code, Chapter 70, Article IV, Section 70-103(3)(e)(10), to waive permit fees for Temporary signs as defined in Chapter 70 of the Town Code; and

WHEREAS, the Town Commission has determined that waiving permit fees for Temporary signs would be of benefit to new businesses in the Town; and

WHEREAS, the Town Commission has determined that waiving permit fees for Temporary signs would further the public's health, safety and general welfare.

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

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

Section 2. Chapter 70, Article IV, Section 70-103(3)(e)(10) of the Town Code is hereby amended to read as follows:

ARTICLE IV. SIGN REGULATIONS.

Sec. 70-103. Permitted Signs.

3. *Temporary Signs*

(e) *Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than seven consecutive days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102(9). Application for temporary event signage must be accompanied by a special event application.

(10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than 60 days ~~commencing immediately upon the opening of a new business or the change of ownership of an established business.~~ Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102(9) and shall be exempt from any permit fee. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00, fine together with an assessment of the town's administrative costs.

Section 3. Severability.

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

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

TAB 9

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

Meeting Date: August 18, 2010

Agenda Item No. 9

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

RESOLUTION

DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Amend PUD Section 78-77 to Decrease the Minimum Size Area Required to Create a PUD

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Patrick Sullivan*

Date: 8/11/10

Patrick Sullivan CD Director

Name/Title

Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>PGS</i></u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <u><i>PGS</i></u>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>PGS</i></u> Or 8/11/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: As the ordinance now reads, a property owner must assemble a minimum of five acres of land in order to create a commercial PUD or ten acres for a residential PUD. Reducing the minimum size will allow for more flexibility. The Town has very small lots and trying to assemble enough lots to create a PUD based on 5 acres is unlikely to occur. By reducing the size to 80,000 square feet (1.8 acres) it provides for a developer to assemble from 4 to 6 lots for a commercial PUD. This amounts to about half a city block. An example would be the proposed redevelopment around the marina. South Florida yachts is assembling 5 lots and it would be helpful to them to be able to apply for a PUD which would allow

them more flexibility in developing this area. They would be able to do away with Interior lot lines with a PUD which in turn eliminates the need for a landscape buffer around the boundaries of each lot. It also allows for flexibility with other zoning regulations such as height, setbacks, landscaping, etc. (but only on approval of the Town Commission). As it stands now with the 5 acre minimum it would be very difficult to develop that area in an appropriate way.

ORDINANCE 09-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 77, SECTION 78-77 PERTAINING TO PLANNED UNIT DEVELOPMENT REGULATIONS; PROVIDING FOR MINIMUM SITE AREA AND BUILDING HEIGHT LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has adopted a Comprehensive Plan which was previously determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Town’s Land Development Regulations included Planned Unit Development (PUD) regulations; and

WHEREAS, the Town staff has recommended that the Town’s PUD regulations should be amended to further the public’s health, safety and general welfare.

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

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

Section 2. Section 78-77, Section 1 (g)(1) of Section 78 of the Town Code entitled “Planned Unit Development (PUD) is hereby amended as follows:

Sec. 78-77. Planned unit development (PUD).

1. [General provisions.]

(g) *General and special regulations.* The following general and special regulations shall apply to all planned unit developments:

(1) *Minimum site area and building height limit.* No site shall qualify for a planned unit development unless it consists of a contiguous area of at least ~~ten acres~~ 150,000 square feet ~~in for a residential districts~~ PUD and ~~five acres~~ 80,000 square feet ~~in business districts~~ for a commercial PUD. Maximum allowable height of structures in the PUD without a waiver shall be four stories or 50 feet in business district.

Section 3. Severability.

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

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.