



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, September 2, 2015, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Honoring Library Employee Carrie Chappelle

Tab 1

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will 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.

- 2. Budget Workshop Meeting minutes of August 12, 2015 Tab 2
- 3. Regular Commission Meeting Minutes of August 19, 2015 Tab 3

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

None

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

- 4. Ordinance No. 07-2015 Adoption and Updated 20-Year Water Supply Facilities Work Plan and related Comprehensive Plan Amendments related to Sanitary Sewer/Solid Waste/Drainage/Potable Water/Natural Groundwater Aquifer Recharge; Intergovernmental Coordination; Conservation; and Capital Improvement Elements Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AN UPDATED 20-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, *FLORIDA STATUTES*; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY PLAN; PROVIDING FOR ADOPTION OF UPDATED OBJECTIVES AND POLICIES WITHIN THE COMPREHENSIVE PLAN SANITARY SEWER/SOLID WASTE/DRAINAGE/POTABLE WATER/NATURAL GROUNDWATER AQUIFER RECHARGE, INTERGOVERNMENTAL COORDINATION, CONSERVATION AND CAPITAL IMPROVEMENTS ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**H. PUBLIC HEARING (S) – RESOLUTION:**

- 5. Resolution No. 22-09-15 Special Exception Amendment Application for 900 10<sup>th</sup> Street to Amend the Previously Approved Site and Landscape Plan including Architectural Elevations Tab 5

**I. NEW BUSINESS:**

- 6. Amendment Eleven (11) Palm Beach Sheriff's Office Proposed Fiscal Year 2016 Budget Amendment Tab 6
- 7. Authorizing the Mayor to Execute an Interlocal Agreement between the Town of Lake Park and Palm Beach County Fire/Rescue Tab 7
- 8. Setting the 2015/2016 Non-Ad Valorem Assessed Sanitation Rates Tab 8
- 9. Setting the 2015/2016 Non-Ad Valorem Assessed Stormwater Rates Tab 9

10. Resolution No. 23-09-15 Award the Purchase of Stage Curtains and Window Treatments for the Mirror Ballroom in the amount of \$15,750.00. Tab 10
11. Resolution No. 24-09-15 Recognizing Florida City Government Week, October 18-24, 2015 Tab 11
12. An “After-the-Fact” request to Support the Back-to-School Explosion Event being Organized by Bridges at Lake Park and Children’s Home Society Tab 12
13. Resolution No. 25-09-15 Crown Castle Amendment 1 Agreement Tab 13

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 16, 2015

# **Ordinance on Second Reading**

# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 4*

**Agenda Title:** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE ADOPTION OF AN UPDATED 20-YEAR WATER SUPPLY FACILITIES WORK PLAN AND RELATED COMPREHENSIVE PLAN AMENDMENTS RELATED TO SANITARY SEWER/SOLID WASTE/DRAINAGE/POTABLE WATER/NATURAL GROUNDWATER AQUIFER RECHARGE; INTERGOVERNMENTAL COORDINATION; CONSERVATION; AND CAPITAL IMPROVEMENTS ELEMENTS.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING – QUASI-JUDICIAL - ORDINANCE ON 2<sup>nd</sup> READING
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 8-18-15

Nadia Di Tommaso / Community Development Director *ND*  
Name/Title

|   |   |   |
|---|---|---|
| <p><b>Originating Department:</b><br/><br/>Community Development</p>  | <p>Costs: \$ <b>Consultant Fee</b><br/>(\$2,000 as of 05-18-15 – not to exceed \$6,000 for entire adoption process)</p> <p>Funding Source: <b>Community Development</b></p> <p>Acct. # <b>500-34000</b></p> <p><input type="checkbox"/> Finance _____</p> | <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Ordinance 07-2015</li> <li>→ Copy of Legal Ad for 2<sup>nd</sup> reading</li> <li>→ Updated Water Supply Facility Work Plan and Related Comprehensive Plan Amendments (Exhibits "A" &amp; "B")</li> </ul> |
| <p><b>Advertised:</b><br/>Date: <b>08-23-2015</b><br/>Paper: <b>Palm Beach Post</b><br/><input type="checkbox"/> Not Required</p> | <p>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.</p>   | <p>Yes I have notified everyone <u>ND</u><br/>OR<br/>Not applicable in this case _____</p> <p><b>Please initial one.</b></p>  |

Summary Explanation/Background:

STAFF REPORT

The updated 20-Year Water Supply Facilities Work Plan and related Comprehensive Plan Amendments were presented to the Local Planning Agency (LPA) as a properly advertised meeting on May 2, 2015. The May 2, 2015 LPA meeting was advertised in the Palm Beach Post on Friday, April 24, 2015. This 1<sup>st</sup> reading of the Ordinance was presented to the Town Commission on June 3, 2015 and was advertised in the Palm Beach Post on Sunday, May 24, 2015. Additionally, the meetings and agenda item contents were published on the Town website and sent to the intergovernmental agencies through the form of a clearinghouse notice. Since the 1<sup>st</sup> reading of the Ordinance, the amendments were sent to the State Department of Economic Opportunity; Florida Department of Education; Seacoast Utility Authority; Treasure Coast Regional Planning Council; Federal Department of Transportation; and South Florida Water Management District, all of which approve of the updated Plan and amendments as enclosed.

## **SUMMARY**

The updated 20-Year Water Supply Facilities Work Plan is required to be updated per Florida Statutes. The Lower East Coast Water Supply Plan Update (LEC) was approved by the South Florida Water Management District (SFWMD) on October 10, 2013, requiring amendments to all local municipal comprehensive plans. The Town engaged the Bell David Planning Group, who previously worked on the Town's Evaluation and Appraisal Report and associated maps for the Comprehensive Plan, to work through the required changes. These required coordination with Palm Beach County, SFWMD and Seacoast Utilities (SUA) (as the designated regional supplier of potable water) in order to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town, much of which was not made available until the recent months which is why the Town was not able to update the Plan sooner. The related policies in the Comprehensive Plan are also being updated by adding Objectives and Policies to the Sanitary Sewer/Solid Waste/Drainage/Potable Water/Natural Groundwater Aquifer Recharge Element; Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. These are required to address the development of traditional and alternative water supplies and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. In order to ensure consistency with adopted regional and county planning efforts, the Work Plan will have the same planning time schedule as the Palm Beach County and SFWMD 20-Year Water Plan Updates. Some of the proposed changes include:

- (1) Population projections
- (2) Identification of existing conditions and identification of alternative water supply projects
- (3) Current and projected water supply demand
- (4) Updating the planning period
- (5) Work in coordination with SUA for the per capita water usage
- (6) Incorporate provisions that support climate change and sea level initiatives

At the LPA meeting, it was questioned why Seacoast decided to pursue their \$88 million five-year capital improvement project to replace two lime softening treatment facilities. Mr. David who worked through these updates for staff reached out to Mr. Bishop, Executive Director of SUA in order to understand the purpose of these improvements and received the following reasoning:

1. *Improved drinking water quality*
2. *Replace two lime softening treatment plants, one built in 1957, and the other in 1976.*
3. *Eliminate the need to landfill tons of lime sludge produced by the previous process each day. Until the replacement program was approved, much of this was used in the construction of roads, driveways and parking areas. Those opportunities began diminishing after the year 2000, and landfilling became the only viable option – a highly undesirable one from both a cost and an environmental perspective.*

*The conversion to membranes has resolved the lime sludge disposal issue. Lime sludge is a solid waste material that does not biodegrade well. Thus, it occupies considerable landfill space. The waste material generated by the nanofiltration membrane process is a liquid reject which can, and in Seacoast's case IS, blended with reclaimed water at Seacoast's PGA Wastewater Reclamation Facility, then beneficially used for irrigation or buffering wetland areas against the impacts of seasonally varying ground water levels.*

Additionally, there was also some discussion at the LPA meeting regarding staff's future initiatives to promote water conservation and mitigation. Staff intends on adhering to the new objectives by supporting and participating in climate change-related and sea level rise-related meetings and workshops and will look into implementing water conservation ordinances such as a rain sensor ordinance, leak detection and repair ordinance and look to enhance the public outreach related to these initiatives. Currently, the Town already adopted the Florida-Friendly Landscape Ordinance.

**LPA Board Recommendation:** Approved (4-0)

**Town Commission:** June 3, 2015 – Approved (5-0) on 1<sup>st</sup> reading.

**Recommended Motion:** I move to **ADOPT Ordinance 07-2015** on 2<sup>nd</sup> reading.

**ORDINANCE NO. 07-2015**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AN UPDATED 20-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, *FLORIDA STATUTES*; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY PLAN; PROVIDING FOR ADOPTION OF UPDATED OBJECTIVES AND POLICIES WITHIN THE COMPREHENSIVE PLAN SANITARY SEWER/SOLID WASTE/DRAINAGE/POTABLE WATER/NATURAL GROUNDWATER AQUIFER RECHARGE, INTERGOVERNMENTAL COORDINATION, CONSERVATION AND CAPITAL IMPROVEMENTS ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Legislature of the State of Florida has mandated that all municipalities adopt comprehensive plans to regulate development and planning with regard to land within their corporate limits; and

**WHEREAS**, all amendments to the comprehensive development plan must be adopted in accordance with detailed procedures which must be strictly followed; and

**WHEREAS**, Sub-section 163.3167(9), *Florida Statutes*, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

**WHEREAS**, Sub-section 163.3177(4)(a), *Florida Statutes*, requires the Town to coordinate its local Comprehensive Plan with the South Florida Water Management District's regional water supply plan; and

**WHEREAS**, Sub-section 163.3177(6)(c), *Florida Statutes*, requires local

governments to prepare and adopt a 20-Year Water Supply Work Plan and to amend their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; and

**WHEREAS**, the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on October 10, 2013

**WHEREAS**, the Town of Lake Park has worked in conjunction with Seacoast Utility Authority who is the designation regional supplier of potable water for portions of Palm Beach County, including the Town of Lake Park and has worked in conjunction with Palm Beach County so as to remain consistent with the Palm Beach County Plan; and

**WHEREAS**, the Town of Lake Park, Florida, has carefully prepared amendments to its comprehensive plan pursuant to Sub-section 163.3177(6)(c), *Florida Statutes*, in order to adopt amendments or revisions in conformance with the adopted Work Plan; and

**WHEREAS**, the Town of Lake Park has held all duly required public hearings; both prior to submission of the proposed amendment of the plan to the State Land Planning Agency, Department of Economic Opportunity and after the proposed amendment of the plan was returned to the Town of Lake Park, in accordance with Chapter 163.3184, *Florida Statutes*; and

**WHEREAS**, the Town Commission desires to adopt the updated Work Plan along with amendments to the current comprehensive plan to guide and control the future development of the Town, and to preserve, promote and protect the public health, safety and welfare.

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

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

**Section 2:** The Town of Lake Park hereby adopts, to be included as part of its Comprehensive Plan, the updated 20-Year Water Supply Work Plan which is attached hereto and incorporated herein as Exhibit "A". The Town of Lake Park's Comprehensive Plan is hereby amended by adopting water supply related amendments to its current Comprehensive Plan; which amendments are set forth in Exhibit "B" and made a part hereof. These amendments specifically amend by adding Objectives and Policies to its Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element; Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element of the Comprehensive Plan.

**Section 3:** A copy of the Comprehensive Plan, as amended, shall be kept on file in the office of the Town Clerk, Town of Lake Park, Florida.

**Section 4:** The Community Development Department is hereby directed to transmit three copies of the amendments hereby adopted to the State Land Planning Agency, Department of Economic Opportunity; the Treasure Coast Regional Planning Council, and to any other unit of local government who has filed a written request for a copy, within 10 working days after adoption, in accordance with Section 163.3184(3)(b), *Florida Statutes*.

**Section 5: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6: Severability.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 7: Effective Date.** The effective date of this ordinance amending the Town's Comprehensive Plan shall be 31 days after the State Land Planning Agency notifies the Town that the plan amendment package is complete. No development orders dependent on this amendment may be issued or commence before the effective date of this ordinance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless become effective by the Town Commission's adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency, Department of Economic Opportunity. If timely challenged, this amendment shall not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**RECEIPT**

**LEGAL NOTICE OF  
PROPOSED ORDINANCE  
TOWN OF LAKE PARK**

Please take notice that on Wednesday, September 2, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

**Ordinance No. 07-2015**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AN UPDATED 20-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY PLAN; PROVIDING FOR ADOPTION OF UPDATED OBJECTIVES AND POLICIES WITHIN THE COMPREHENSIVE PLAN Sanitary Sewer/Solid Waste/Drainage/Potable Water/Natural Groundwater Aquifer Recharge, INTERGOVERNMENTAL COORDINATION, CONSERVATION AND CAPITAL IMPROVEMENTS ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk  
Town of Lake Park, Florida  
PUB: The Palm Beach Post  
8-23/2015 #467358

Town of Lake Park  
Adopted Water Supply Facilities Work Plan Update  
September 2, 2015

# **TOWN OF LAKE PARK 20-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE (2014-2034)**

**LPA Hearing May 4, 2015  
1<sup>st</sup> Reading June 3, 2015  
Adoption September 2, 2015**



**ACKNOWLEDGEMENTS**

**TOWN COMMISSION**

James DuBois, Mayor  
Kimberly Glas-Castro, Vice-Mayor  
Erin Flaherty, Commissioner  
Michele O'Rourke, Commissioner  
Kathleen Rapoza, Commissioner

**PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY**

Judith Thomas, Chair  
Erich Von Unruh, Vice-Chair  
Michele DuBois, Member  
Martin Schneider, Member  
Ludie Francois, Member

**TOWN STAFF**

John O. D'Agostino, Town Manager  
Vivian Mendez, Town Clerk  
Thomas J. Baird, Esq., Town Attorney  
Nadia DiTommaso, Community Development Director

**Prepared By:**

Bell David Planning Group  
1019 NE 104<sup>th</sup> Street  
Miami Shores, FL 33138



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## FIGURES

1. LOCATION MAP
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3. CURRENT AND FUTURE SERVICE AREA MAP
4. WELLFIELD MAP

## 1.0 INTRODUCTION

The purpose of the Town of Lake Park's 20-Year Water Supply Facilities Work Plan Update (Work Plan Update) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. The Town's first Work Plan was adopted on March 18, 2009. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Water Supply Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. Updates to the original Work Plan are required every five years. The Town is located in the South Florida Water Management District region in southeast Florida (Figure 1.). The 2013 *Lower East Coast Water Supply Plan Update* (LEC) was approved by the South Florida Water Management District (SFWMD) on October 10, 2013. Therefore, local governments within the South Florida Water Management District Lower East Coast jurisdiction should amend their comprehensive plans to adopt a Work Plan Update by March 1, 2015.

The Seacoast Utility Authority (SUA) is the designated regional supplier of potable water for portions of Palm Beach County, including the Town of Lake Park (Figure 2.). SUA furnishes potable water and sewer service to approximately 50,380 households and commercial establishments. The total 2010 population of the SUA was estimated to be 87,686 (Table A-7. PWS and DSS population projections for the LEC Planning Area, 2013 *LEC Water Supply Plan Update*). The SUA service area is approximately 65 square miles in total area. Customers include certain unincorporated areas of northern Palm Beach County, and the municipalities of Lake Park, Palm Beach Gardens, North Palm Beach and portions of Juno Beach. In that capacity, SUA supplies Town of Lake Park with potable water on an annual volume basis. The Town has no areas of domestic self-supply meaning, the Town relies on the SUA to provide all of its water needs.

The Town recognizes that in order to maintain a water supply system and conservation program there must be effective coordination with SUA. The Town sits on SUA's governing board and continues to enjoy an excellent working relationship with SUA in ensuring compliance with all regulations and guidelines. In accordance with the service agreement, Town staff coordinates with SUA to ensure enough capacity is available for existing and future customers and supporting infrastructure is adequately maintained.

As part of established intergovernmental coordination efforts, the Work Plan Update was developed after review of the Palm Beach County 10-Year Water Supply Work Plan Update (PBCWSWP), [adopted on April 27, 2015](#). According to state guidelines, the Work Plan and the comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. In order to ensure consistency with adopted regional and county planning efforts, the Work Plan will have the same planning time schedule as the Palm Beach County and SFWMD 20-Year Work Plan Updates.

The Town's Work Plan Update is divided into six sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Intergovernmental Coordination
- Section 5 -- Capital Improvement Elements
- Section 6 – Goals, Objectives, Policies

## **1.1 Statutory History**

The Florida Legislature has enacted bills in the 2002, 2004, 2005 and 2011 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

## **1.2 Statutory Requirements**

The Town of Lake Park has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's Regional Water Supply Plan, [163.3177(6)(a), F.S.].
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2)(a), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated SFWMD

Town of Lake Park  
Adopted Water Supply Facilities Work Plan Update  
September 2, 2015

- Regional Water Supply Plan or the alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
- b. Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet water needs identified in the SFWMD Regional Water Supply Plan [s. 163.3177(6)(c), F.S.]; and,
  - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
  6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the SFWMD Regional Water Supply Plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177(6)(d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use and demand for the established planning period, considering the SFWMD Regional Water Supply Plan [s.163.3167(9), F.S.].
  7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SFWMD Regional Water Supply Plan [s.163.3177(6)(h)1., F.S.].
  8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

## 2.0 BACKGROUND INFORMATION

### 2.1 Overview

The Town of Lake Park is a municipality of 8,477 permanent residents based on the 2014 population Bureau of Economic and Business Research (BEBR) estimate<sup>1</sup>. The Town was chartered as Kelsey City in 1923, and officially renamed as the Town of Lake Park in 1939. Adjacent municipalities include North Palm Beach to the north, Palm Beach Gardens to the northwest, West Palm Beach to the west, and Riviera Beach to the south.

Referred to as the "Gateway to the Palm Beaches" and the "Jewel of the Palm Beaches" since the 1920s, the Town was designed and planned by Dr. John Nolen of Boston, Massachusetts, and the Olmsted Brothers, sons of Frederick Law Olmsted who has long been acknowledged as the founder of American landscape architecture and who, along with his partner Calvert Vaux, designed New York City's Central Park. Kelsey City was the first zoned municipality in the State of Florida. Since then, the boundaries of Lake Park have expanded to 2.35 square miles of residential, business, industrial, and mixed-use land.

The expansion of land has allowed for moderate, but steady, increase in population. Its current population of will continue to grow. Future population estimates are based on a constant factor based on the ratio of Town population to County population – 0.0062. As stated above the current population of the Town is 8,477 increasing to 8,693 in 2015; 9,201 in 2020; 9,709 in 2025; and, 10,217 in 2030.

While Lake Park has a small town character and population, it is home to several industries including construction, manufacturing, and retail and wholesale trade. Its business-friendly regulatory climate and atmosphere are supportive to business development and entrepreneurship.

As the Town is near build-out, particularly from a residential land use perspective, increases in population will come from the redevelopment of existing residential areas and conversion of non-residential land uses to residential. Even with existing vacant land in the western portion of the Town, most of this is being prepared for commercial development. Most of the remaining vacant land is commercial or industrial in nature. As a result, the Town is now investigating redevelopment efforts both within and without the Community Redevelopment Area (CRA).

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<sup>1</sup> Note: Population estimates for the Town are based on the Medium BEBR projections for the County and are estimated to be 0.0062 percent of the County population through the planning period. A variety of population estimates are identified by BEBR, SFWMD, Palm Beach County, and SUA in their planning efforts. In order to remain consistent with other planning documents, the estimates to be used were determined by SFWMD as part of the 2013 LEC Update (p. 22).

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The Town's Water Supply Plan Update was written in coordination with the water supply plans adopted by SFWMD and Palm Beach County. Specifically, the plan coordinated issues pertaining to population and water supply demand projections and the components of the Work Plan Update.

The Town has based the population projections on the mid-range population projections prepared by the University of Florida, Bureau of Economic and Business Research (BEBR) for Palm Beach County thereby providing consistency with the LEC and Palm Beach County Plans.

The total 2010 population of the SUA, in which the Town of Lake Park's population is included, was estimated to be 87,686 (Table A-7. PWS and DSS population projections for the LEC Planning Area, *2013 LEC Water Supply Plan Update*). This is estimated to increase to 93,131 in 2015; 98,575 in 2020; 104,020 in 2025; and, 109,464 in 2030.

As also shown in Figure 2, the water distribution service area for the Town includes only those areas within its municipal boundaries (Current and Future Service Areas).

Lake Park's municipal form of government as set forth in its charter is "Commission-Manager". The elective officers are the Mayor and members of the Town Commission, each of whom are elected to three-year terms. The Manager is the chief administrative officer of the Town and is responsible for the day-to-day functions. Each department reports directly to the Manager. The Manager is responsible for presenting the annual budget to the Town Commission for approval.

In 2005 (last available data), an evaluation of existing gross acreage by land uses revealed that out of a total of 1262.31 acres (2.35 square miles) in the Town 431.38 acres or 34.2% of the total gross acreage is dedicated to residential use. The remaining gross acreages are allocated to non-residential uses such as Commercial (308.92 or 24.5%), Vacant (307.65 or 24.4%); Industrial (95.81 or 7.6%), Recreational/Open Space (49.83 acres or 3.9%); Institutional (33.97 or 2.7%), Right of Way (7.34 acres or 0.6%); Utility/Transportation (2.22 acres or 0.2%); and Water (25.19 acres or 2.0%). There have been no changes to the gross acreage figures since 2005.

## **2.2 Relevant Regional Issues**

As the state agency responsible for water supply in the Lower East Coast planning area, the SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

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Even with an ever increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and, reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program.

The Lower East Coast's Plan notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems. Between 2007 and 2009, 41 MGD of potable water supply capacity was added. From 2010 to 2013, nine utilities built potable water supply projects with a capacity of 49 MGD. Approximately 14 percent of the current PWS allocation is now from an alternative water source, primarily brackish groundwater.

### 3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan Update is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity. Additionally, population projections should be reviewed for consistency between the County and the South Florida Water Management District's Water Supply Plan.

#### 3.1 Population Information

The Town's existing and future population figures were derived from the LEC Update based on BEBR medium range projections for Palm Beach County. Below is a comparison in tabular format. As stated previously, for the purpose of water supply planning the LEC projections will be utilized. As shown on Table 2, the LEC Update states that the SUA has a population of 87,686 in 2010.

Table 1.  
 Palm Beach County and Town of Lake Park Population and Estimates  
 1960 to 2030

| Year | Palm Beach County<br>(% Change) | Town of Lake Park<br>(% Change) | Lake Park %<br>Of County |
|------|---------------------------------|---------------------------------|--------------------------|
| 1960 | 238,106                         | 3,589                           | 1.5                      |
| 1970 | 348,993 (46.6)                  | 6,993 (94.8)                    | 2.0                      |
| 1980 | 576,758 (65.3)                  | 6,909 (-1.2)                    | 1.2                      |
| 1990 | 863,518 (49.7)                  | 6,704 (-3.0)                    | .78                      |
| 2000 | 1,131,184 (31.0)                | 8,721 (30.0)                    | .77                      |
| 2010 | 1,320,134 (16.7)                | 8,155 (-9.3)                    | .62                      |
| 2015 | 1,402,101 (6.2)                 | 8,693 (6.6)                     | .62                      |
| 2020 | 1,484,067 (5.8)                 | 9,201 (5.8)                     | .62                      |
| 2025 | 1,566,034 (5.5)                 | 9,709 (5.5)                     | .62                      |
| 2030 | 1,648,000 (5.2)                 | 10,217 (5.2)                    | .62                      |

Source: U.S. Census Figures and BEBR

#### 3.2 Maps of Current and Future Areas Served

As previously stated, Figure 2 depicts current and future water service areas of the Town. SUA is the only service provided to customers within the Town's municipal boundaries. There are no areas anticipated to be annexed.

### 3.3 Potable Water Level of Service Standard

Policy 1.1 of the Town's Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element references the following Table containing the Town's LOS Standards.

Table 6.6.1  
"Public Facility, Potable Water, Level of Service Standard

|   |
|---|
| <u>Average Day Water Consumption Rate</u> |
| Residential: 97 gallons/capita/day        |
| Non-residential: 1,777 gallons/capita/day |
| <u>Maximum Day Water Consumption Rate</u> |
| Residential: 146 gallons/capita/day       |
| Non-residential: 2,666 gallons/capita/day |

The above rates are to be used only as a planning guide for the Town of Lake Park. Actual determination of flow rates used as a basis for plant capacity, main extension, and tax charges shall be negotiated by individual property owners and Seacoast Utility Authority through the "Developer's Agreement process."

The Town will continue to encourage the reduction of annual average per person demand pursuant to policies in the comprehensive plan as coordinated by SUA, Palm Beach County and the South Florida Water Management District.

### 3.4 Population and Potable Water Demand Projections for the Town

The 2013 *Lower East Coast Water Supply Plan Update* (LEC) determined the projected potable water demand for the SUA, which includes the Town of Lake Park. Since SUA provides water to all municipalities served by this authority and permits the use of such water with individual property owners through the use of development agreements, the analysis of the Town's water needs is listed as part of the SUA (Table 2).

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Table 2.  
 Seacoast Utility Authority – Including Lake Park  
 Current and Projected Water Supply  
 (South Florida Water Management District Water Use Permit No. 50-00365-W)

|   | ACTUAL     | PROJECTED  |               |               |            |
|---|------------|------------|---------------|---------------|------------|
|   | 2010       | 2015       | 2020          | 2025          | 2030       |
| Population  | 87,686     | 93,131     | 98,575        | 104,020       | 109,464    |
| Per Capita (gallons per day finished water)   | 201        | 189        | 189           | 189           | 189        |
|   | <u>MGD</u> | <u>MGD</u> | <u>MGD</u>    | <u>MGD</u>    | <u>MGD</u> |
| Potable Water Demands (daily average annual)  | 17.62      | 17.50      | 18.63         | 19.69         | 20.69      |
| Water Source:   |            |            |               |               |            |
| Volume from Biscayne/Surficial  | 19.31      | 22.30      | 22.30         | 22.30         | 22.30      |
| Volume from Floridan  | 0.00       | 3.00       | 8.90          | 8.90          | 8.90       |
| Volume from Other   |            |            |               |               |            |
| Volume from Reclaimed (3.)  | 6.11       | 8.0        | Not Available | Not Available | 10.00      |
| Additional Potable Water Needed (after assessing historic use or proposed projects) | 0.00       | 0.00       | 0.00          | 0.00          | 0.00       |

Notes

1. Population projections Table A-7, 2013 LEC Water Supply Plan Update (p. 17)
2. All potable volumes are finished water unless noted (2013 LEC WSP Update p. 19)
3. Seacoast delivers an average of 8.0 MGD of reclaimed water to irrigation customers. This does not replace potable water demand, but it does reduce demand on water resources
4. Figures revised based on LEC Population projections
5. Other Volumes for Years 2015-2025 not provided by SUA.

The SUA current has 50,380 residential and commercial customers.

Table 3.  
 Projection of Potable Water Demand – SUA and Lake Park

|  | 2010   | 2015   | 2020   | 2025    | 2030    |
|--|--------|--------|--------|---------|---------|
| Population – SUA                                 | 87,686 | 93,131 | 98,575 | 104,020 | 109,464 |
| Population – Lake Park                           | 8,155  | 8,693  | 9,201  | 9,709   | 10,217  |
| Per Capita (gallons per day finished water)      | 201    | 189    | 189    | 189     | 189     |
| Potable Water Demands MGD (daily average annual) |        |        |        |         |         |

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|           |       |       |       |       |       |
|-----------|-------|-------|-------|-------|-------|
| SUA       | 17.62 | 17.60 | 18.63 | 19.66 | 20.69 |
| Lake Park | 1.64  | 1.69  | 1.74  | 1.83  | 1.93  |

### 3.5 Water Supply Distribution Provided by Seacoast Utility Authority

SUA is a regional water and wastewater utility that furnishes potable water service to approximately 50,380 households and commercial establishments. The Authority's service area, which covers approximately 65 square miles, consists of certain unincorporated areas of Palm Beach County, and the incorporated areas of the City of Palm Beach Gardens, the Village of North Palm Beach and the Towns of Lake Park (2.35 square miles) and Juno Beach (portions served by SUA), all of which are in northern Palm Beach County, Florida. SUA has approximately 35 surficial wells from which the water is transmitted to its treatment plants. SUA treats, on an average, 18.09 million gallons of water a day and approximately 7.51 million gallons of wastewater a day (LEC WSP Update Appendix C, Tables C-1 and -2 respectively).

SUA owns, operates, and maintains four surficial aquifers, one Florida aquifer wellfield; one water treatment plant and multiple interconnected distribution systems. It should be noted that SUA does not own or operate potable water supply wells within the Town limits.

#### 3.5.1 Public Distribution System

The portion of SUA's water distribution system that serves the Town of Lake Park consists of water mains ranging in size from 6-inches to 24-inches.

Table 4.  
 Seacoast Utility Authority Water Utility System  
 Servicing the Town of Lake Park

| LINE SIZE       | APPROXIMATE LINEAR FEET |
|-----------------|-------------------------|
| 6 to 8 inches   | 2,340                   |
| 10 to 12 inches | 1,992                   |
| 16 to 24 inches | 5,265                   |
| TOTAL           | 9,597                   |

The age of the distribution system ranges from 10 to 50-years old. System components on an as needed basis to maintain system integrity and ensure ability to provide needed capacity.

#### 3.5.2 Design Capacity

Five wellfields provide the raw potable water supply source for the SUA treatment plant. Wellfields located at the Hood Road treatment plant, Richard Road and Lilac Street pump station sites, and another located south of Northlake Boulevard and west of Alternate A-

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1-A, serve the Hood Road treatment facility. Current information regarding each wellfield is presented in Table 5. Figures 3 and 3a provide information on countywide and local wells and wellfield protection zones of influence.

Table 5.  
 Seacoast Utility Authority Wellfield Capacity

|                                   | Hood Road | Palm Beach Gardens | North Palm Beach | Burma Road | Floridan Aquifer |
|-----------------------------------|-----------|--------------------|------------------|------------|------------------|
| <b>Number of Wells</b>            | 14        | 10                 | 8                | 6          | 3                |
| <b>Permitted Withdrawal (MGD)</b> | 5.037     | 1.278              | 0.913            | 0.913      | 3.249            |
| <b>Average Day</b>                | 13.8      | 3.5                | 2.5              | 2.5        | 8.9              |
| <b>Maximum Day</b>                | 15.7      | 4.0                | 2.9              | 2.9        | 9.9              |

Source: SUA, December 9, 2014

The relationship between plant design capacity and actual potable water treatment activities at each of the Hood Road and Richard Road plants is illustrated on Table 6:

Table 6.  
 Seacoast Utility Authority Plant Capacity

|                       | Hood Road |
|-----------------------|-----------|
| <b>Plant Capacity</b> | 30.5 MGD  |
| <b>Average Day</b>    | 17.0 MGD  |
| <b>Maximum Day</b>    | 20.9 MGD  |

Source: SUA, December 9, 2014

SUA finished water storage facilities have combined capacity of 12.7 MGD. The distribution among sites is illustrated in Table 7.

Table 7.  
 Seacoast Utility Authority Storage Facility Capacity

| Type                        | Hood Road | Lilac Street | Richard Road |
|-----------------------------|-----------|--------------|--------------|
| <b>Elevated Storage</b>     | 0.8 MG    | None         | None         |
| <b>Ground Level Storage</b> | 8.0 MG    | 1.9 MG       | 2.0 MG       |

Source: SUA, December 9, 2014

All storage facilities are located at either the Hood Road water treatment plant, Lilac Street or Richard Road repump sites.

### 3.5.3 Current Demand and Level of Service

#### PROJECTED POTABLE WATER DEMAND

Table 8.  
 Projection of Potable Water Demand – SUA and Lake Park

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|  | 2010   | 2015   | 2020   | 2025    | 2030    |
|--|--------|--------|--------|---------|---------|
| Population – SUA                                 | 87,686 | 93,131 | 98,575 | 104,020 | 109,464 |
| Population – Lake Park                           | 8,155  | 8,693  | 9,201  | 9,709   | 10,217  |
| Per Capita (gallons per day finished water)      | 201    | 189    | 189    | 189     | 189     |
| Potable Water Demands MGD (daily average annual) |        |        |        |         |         |
| SUA  | 17.62  | 17.60  | 18.63  | 19.66   | 20.69   |
| Lake Park  | 1.64   | 1.69   | 1.74   | 1.83    | 1.93    |

**WATER TREATMENT CAPACITY**

SUA is presently completing an \$88 million, five year capital improvements program, replacing two lime softening treatment facilities having an aggregate 30.5 MGD treatment capacity with a single 30.5 MGD membrane water treatment plant (FDEP Permit # 4501124).

The new facility, placed in service on May 21, 2014, includes 26.0 MGD of nanofiltration capacity to treat surficial aquifer water sources, 4.5 MGD of low pressure reverse osmosis capacity to treat more brackish Floridan aquifer water, and 1.0 MGD of blend capacity.

This new membrane water treatment plant replaces the two lime softening plants – built in 1957 and 1976. Benefits include improved drinking water quality. And, whereas, the original plants generated tons of lime sludge each day the waste material generated by the nanofiltration membrane process is a liquid which is blended with reclaimed water at Seacoast’s PGA Wastewater Reclamation Facility, then used for irrigation or buffering wetland areas against the impacts of seasonally varying ground water levels.

**WASTEWATER TREATMENT CAPACITY**

The established Level of Service for Wastewater is 107 Gallons per Capita per Day. Approximately 85.7% of the SUA of the customer base receives wastewater services.

Table 9 provides the capacities and flows through the 20 year planning period.

Table 9.  
 Seacoast Utility Authority – PGA Regional WWTF  
 Wastewater Capacities and Flows

| FDEP Permit # | 2010                           |                               |                                |           | 2030                           |                               |                                |           |
|---------------|--------------------------------|-------------------------------|--------------------------------|-----------|--------------------------------|-------------------------------|--------------------------------|-----------|
|               | FDEP-Rated WWTF Capacity (MGD) | Average Daily WWTF Flow (MGD) | Average Daily Reuse Flow (MGD) | Reuse (%) | FDEP-Rated WWTF Capacity (MGD) | Average Daily WWTF Flow (MGD) | Average Daily Reuse Flow (MGD) | Reuse (%) |
| FL0038768     | 12.00                          | 7.51                          | 6.11                           | 81%       | 12.00                          | 10.00                         | 10.00                          | 100%      |

## RAW WATER RESOURCES

Presently, raw water is taken from four surficial aquifer wellfields and one Florida aquifer wellfield pursuant to SFWMD water use permit number 50-00365-W, SUA is authorized an annual allocation of 26.9 million gallons per day, 30.0 MGD peak month, average day. Issued in September 2012, the permit authorizes water to be drawn from 35 surficial aquifer wells in four separate wellfields (none in Lake Park), wells 100 – 200 ft. deep, and three Florida aquifer wells located on SUA's 40-acre Hood Rod (Palm Beach Gardens) administrative/water treatment plant site.

### 3.6 Water Supply Provided by Palm Beach County

In September 2005, the County entered into a Service Area Agreement (R2005-1769) with SUA defining the service area boundary between SUA and the County. The boundaries agreed to were intended to eliminate or minimize duplication of facilities; provide for orderly growth, expansion and extension of respective water, wastewater, and reclaimed water utility systems. The Agreement benefited existing and future SUA and County utility customers by ensuring the most efficient delivery of public utility services. In June 2006, the County entered into a Utility Bulk Service Agreement (R2006-0687) to provide SUA with up to five (5) million gallons per day (mgd) of bulk potable water and bulk wastewater service during an initial term of five (5) years. SUA extended the Bulk Agreement for a long-term period of twenty-five (25) years at the same capacity levels. The Bulk Agreement requires that the County install the necessary potable water pipeline improvements. By entering into the Agreement, the SUA customers will benefit from the competitively priced bulk water, and existing County utility customers will benefit from the increased revenue.

### 3.7 Conservation

Water conservation is the key to maintaining the health and productivity of the Surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

The Town of Lake Park works in coordination with county, regional, state and SUA efforts aimed at promoting conservation through a variety of means including:

- A low per capita water use rates.
- Mandatory reclaimed water service areas.
- Blending source waters.
- Inverted rate structure.
- Conservation policies and regulatory tools.

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- Public education.
- Offering low-cost kits to its customers to reduce water use in their homes.

### **3.7.1 County-wide Efforts**

The Palm Beach County 10 Year Water Supply Work Plan Update (PBCWSWP), which was adopted April 27, 2015 identified several projects in South Florida related to potable water conservation include regional water supply studies, surface water management studies, and ecosystem restoration projects. Many of these projects will have a significant impact in Palm Beach County. According to the PBCWSWP, the most significant of these projects include the following efforts:

1. "The US Army Corp of Engineers Central and South Florida (C&SF) Project Comprehensive Review Study (Restudy), authorized by the US Congress in 1992 and delivered to the Congress July 1, 1999. This study will examine structural and operational modifications to the regional water management system to protect the Everglades and the Florida Bay ecosystems and to improve other functions including urban and agricultural water supply and flood control. In the year 2000, the US Congress gave authorization to implement the study recommendations through the Water Resources Development Act of 2000, which authorized the implementation of the Comprehensive Everglades Restoration Plan (CERP). CERP is being implemented and Congress authorized construction of the first group of priority projects.
2. The SFWMD Governing Board adopted the updated 2013 Lower East Coast (LEC) Water Supply Plan. The Governing Board direction is to continue to reduce reliance on the regional system for future water supply needs. The Updated Plan includes recommendations for water supply and water resource development projects to help meet the needs of the region through 2030.
3. Other related programs are: the Water Preserve Areas (WPA's) Feasibility Study, which is exploring concepts to capture and store excess surface waters that are normally released to tide via the C&SF Project canal system by back pumping these surface waters to the WPA's; the Comprehensive Water Management Plan for Northern Palm Beach County, which would capture water from the southern L-8 Basin, provide water quality treatment, and route water to the West Palm Beach Water Catchment Area, the Loxahatchee Slough and the NW Fork of the Loxahatchee River, when needed; and the Integrated Water Resources Strategy for Southeastern Palm Beach County, which includes improving existing flood control and water supply services for the urban and agricultural areas, water supply augmentation through the use of alternative water technologies, and coordination with regional ecosystem enhancement and land use planning efforts.
4. In 1994 the Federal and State governments entered into an agreement to settle a Federal lawsuit and the Everglades Forever Act was enacted. The implementation

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of this act includes the development of Stormwater Treatment Areas (STA's) and the establishment of Best Management Practices (BMP's) in the Everglades Agricultural Area, with the purpose of filtering phosphorus and other detrimental nutrients currently going to the Everglades."

In addition to these programs, the PBCWSWP explained how several other Federal and State legislative initiatives and regulatory programs could impact the area's surface and groundwater management practices. Most significantly, the 1995 Florida Water Plan (FWP) which includes directives mandating water management districts and other agencies to achieve "Minimum Flows and Levels" (MFL's) for Florida water courses, lakes and aquifers, and also calls for new legislation to strengthen the link between land use planning and water management.

Additionally, the PBCWSWP explained how Lake Okeechobee water management actions are aimed at ensuring the water supply needs of agriculture and public use are met during dry periods when Lake Okeechobee water levels are low. These actions include improvements to the Lake Okeechobee Regulation Schedule Study (LORSS) which water resource managers have begun to implement. The improvements include a two-part approach for developing improved water management guidelines for Lake Okeechobee.

As detailed in the PBCWSWP, this two part approach includes short-term and long-term actions:

- The Short-Term actions involve operational changes only without the benefit of new construction to stabilize the potential for levee failure due to wave run-up and breach during hurricanes or failure due to piping related erosion and levee destabilization.
- The Long-Term actions will develop a new regulation schedule that will take into account the construction of early Comprehensive Everglades Restoration Plan (CERP) projects, including Acceler8 project components and related Lake Okeechobee levee improvements. Early coordination with the SFWMD and the Army Corps of Engineers determined serious deficiencies with respect to water supply, documenting a reduction in available storage and inconsistency with state MFL requirements.

The PBCWSWP also discussed the Northern Everglades and Estuaries Protection Program, or Senate Bill 0392/House Bill 7157, which was passed by the Florida Legislature on May 2, 2007. The program expands the existing Lake Okeechobee Protection Program to include the Caloosahatchee River and St. Lucie River watersheds, including the estuaries. This legislation became effective July 1, 2007. The legislation requires the development of restoration plans and schedules, and provides dedicated funding to improve and protect the northern Everglades, including Lake Okeechobee and the two estuaries by setting aside land, constructing treatment wetlands and identifying water storage areas needed to improve the quality, timing and distribution of water in the natural system. This new legislation has the potential to detain water that otherwise would go to Lake Okeechobee in the more northern regions of the South Florida Water

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Management District making it more difficult to manage water supplies in South Florida, particularly during times of need.

### **3.7.2 Town Specific Actions, Programs, Regulations, or Opportunities**

The Town will coordinate future water conservation and reuse efforts with SUA, Palm Beach County, and the SFWMD to ensure that proper techniques are applied. In addition, the Town will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation and reuse in a cost-effective and environmentally sensitive manner. The Town will continue to actively support the SFWMD and Palm Beach County in the implementation of new regulations or programs that are design to conserve water during the dry season. Finally, Lake Park will administer its own water conservation practices.

The Town's water conservation practices are aimed at xeriscaping and effective implementation of water use permits. Ordinance No. 3, 1992 supports the restrictions on irrigation of landscape areas and design of low impact watering landscaping. Ordinance 10-02-04 is designed to preserve the authority of the Town to determine and implement water conservation measures required by a water use permit. Together these ordinances provide the Town effective water conservation practices.

### **3.7.3 SUA Specific Regulations**

The SUA, and therefore the Town of Lake Park, implement water conservation through the following Ordinances: Irrigation Hours, Florida-Friendly Landscape, Ultralow Volume Fixtures, Rain Sensor, Water Conservation Rate Structure, Leak Detect & Repair Program and Public Education Program.

#### **4.0 INTERGOVERNMENTAL COORDINATION**

The provision of water supply needs in Town of Lake Park is achieved in coordination with local, county, and regional partners including the Seacoast Utility Authority, Palm Beach County, and South Florida Water Management District. SUA is Lake Park's primary water partner as they provide the Town its water service utilities. Palm Beach County works in coordination with the Town and SUA to ensure that water supply services are provided to all residents of Palm Beach County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

The PBCWSWP outlines the interlocal agreements established between the County and SUA regarding the delivery of potable water utility services. The plan explains how in Service Area Agreement (R2005-1769) which was executed in September 2005, ensures the sustainable delivery of potable water services for current and future utility customers. R2005-1769 defines the service area boundary between SUA and the County. The boundaries agreed to were intended to eliminate or minimize duplication of facilities; provide for orderly growth, expansion and extension of respective water, wastewater, and reclaimed water utility systems. The plan also describes the benefits of Utility Bulk Service Agreement (R2006-0687) which was executed in June 2006. Through R2006-0687 the County agreed to provide Seacoast with up to five (5) million gallons per day (mgd) of bulk potable water and bulk wastewater service during an initial term of five (5) years. After the initial agreement period, SUA extended the Bulk Agreement for a long-term period of twenty-five (25) years at the same capacity levels. Finally, the Bulk Agreement requires that the County install the necessary potable water pipeline improvements. The plan explains that the agreement benefits both SUA and County water customers as SUA customers benefit from competitively priced bulk water and County customers benefit from the additional revenues.

## **5.0 CAPITAL IMPROVEMENTS**

### **5.1 Work Plan Projects**

The SFWMD LEC has identified in Appendix F, Table F-4 the Nanofiltration Concentrate Blending for Reuse Water project completed in 2013. The project cost was \$4.5 million and is providing a treatment capacity of 3.0 MGD.

### **5.2 Capital Improvements Schedule**

Currently, no capital improvements related to the maintenance or expansion of infrastructure systems related to potable water use are included as part of the Town's Capital Improvement Schedule. More general or area wide projects may be found in the Palm Beach County Schedule of Capital Improvements and 20-Year Water Supply Facilities Work Plan Update. Additionally, more regional projects can be found in the October 2013 LEC WSP Update and support documents.

### **5.3 Funding**

The costs of operating, maintaining, and improving the System are offset by water sales. The volume of water sold to customers is measured by water meters that are installed at each customer's address. The System is an enterprise fund of the SUA, separate from all other funds of the SUA.

## 6.0 GOALS, OBJECTIVES AND POLICIES

Add the following new or amended Objective and policies as follows:

### Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

- Objective 3.: The Town ~~shall comply with its~~ must adopt by reference the Town of Lake Park 2015 20-year Water Supply Facilities Work Plan Update (Work Plan Update) adopted ~~March 18, 2009~~ XXXX XX, 2015, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its 2013 Lower East Coast Water Supply Plan Update on ~~February 15, 2007~~ October 10, 2013. The Work Plan Update will continue to be updated, at a minimum, every 5 years. The Town's Work Plan Update is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Town's water demands for a 20-year period.
- Policy 3.1.: Comply with the Town's of Lake Park's 2015 20-Year Water Supply Facilities Work Plan Update adopted XXXX XX, 2015 and incorporate such Work Plan Update by reference into the Town of Lake Park Comprehensive Plan.
- Policy 3.2.: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan Update adopted ~~February 15, 2007~~ October 10, 2013 and with the Palm Beach County 10-Year Water Supply Facilities Work Plan adopted ~~April 24, 2008 (Notice of Intent published July 18, 2008)~~ April 27, 2015. The Town shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District and County plans.
- Monitoring Measure: The Work Plan Update shall remain consistent with the Palm Beach County 10-Year Water Supply Facilities Work Plan Update, which is compatible with the Palm Beach County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's 2015 Lower East Coast Regional Water Supply Plan Update. The Work Plan will continue to be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Conservation Element

Policy 6.6.: Implementation of the 20-year Water Supply Facilities Update shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Town may experience.

Intergovernmental Coordination Element

Objective X. Support climate change and sea level rise initiatives.

Policy X.1 Support the SUA, Palm Beach County, Florida DEP, Florida Fish and Wildlife Commission and SFWMD in any efforts to evaluate the consequences of sea level rise, changing rainfall and storm patterns, temperature effects, and cumulative impacts to existing structures and existing legal uses.

Policy X.2 Participate in the Southeast Florida Regional Climate Change Compact to support regional planning efforts and initiatives to adapt to rising sea level in the LEC Planning Area.

Policy X.3 Work collaboratively with the county, SUA, Florida DEP, Florida Fish and Wildlife Commission and SFWMD to identify the utility wellfields and other users at potential risk of saltwater intrusion within the LEC Planning Area.

Monitoring Measure: The Town shall enact legislation supporting the efforts of the SUA, Palm Beach County and SFWMD to evaluate climate change and its impacts.

Capital Improvement Element

Policy 5.5: The Town shall incorporate capital improvements affecting Town levels of service by referencing the Capital Improvements Schedules of Palm Beach County, state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-Year Schedule of Capital Improvements. The Town Capital Improvement Element Schedule shall be maintained and updated annually and shall demonstrate that level of service standards will be maintained

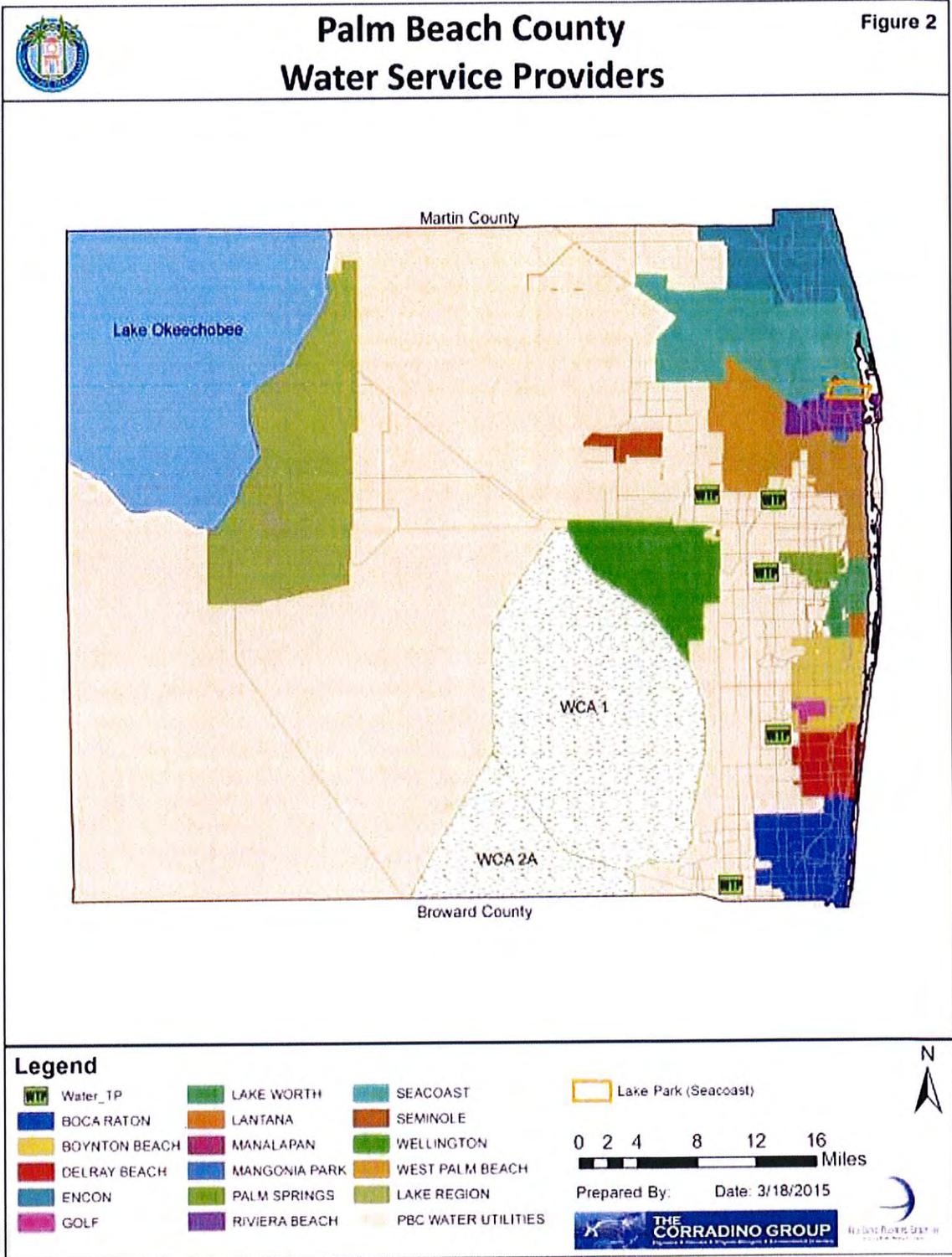
Town of Lake Park  
Adopted Water Supply Facilities Work Plan Update  
September 2, 2015

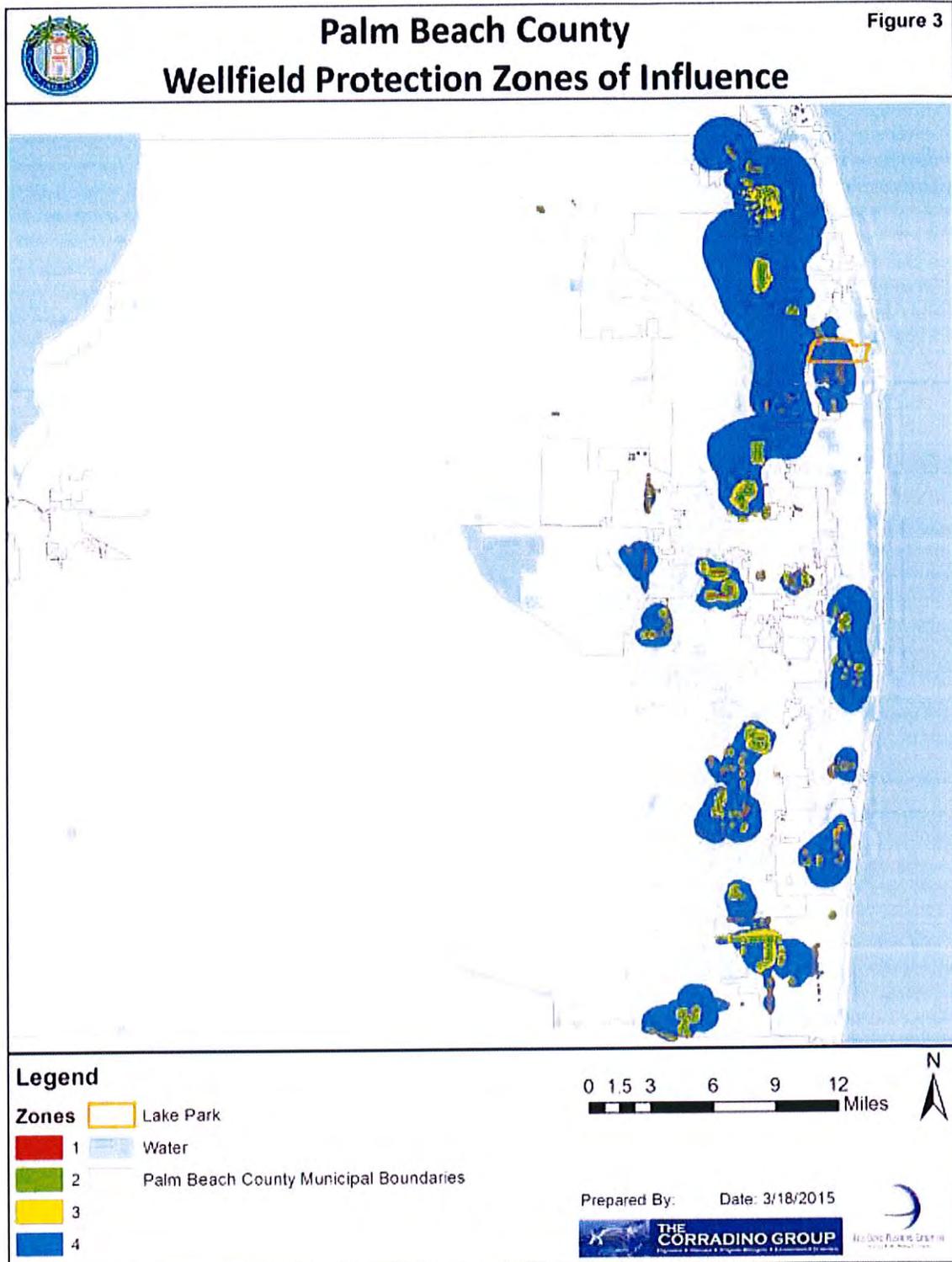
during the next five-year (~~2008/2009 through 2012/2013~~ 2014/2015 through 2018/2019) planning period.

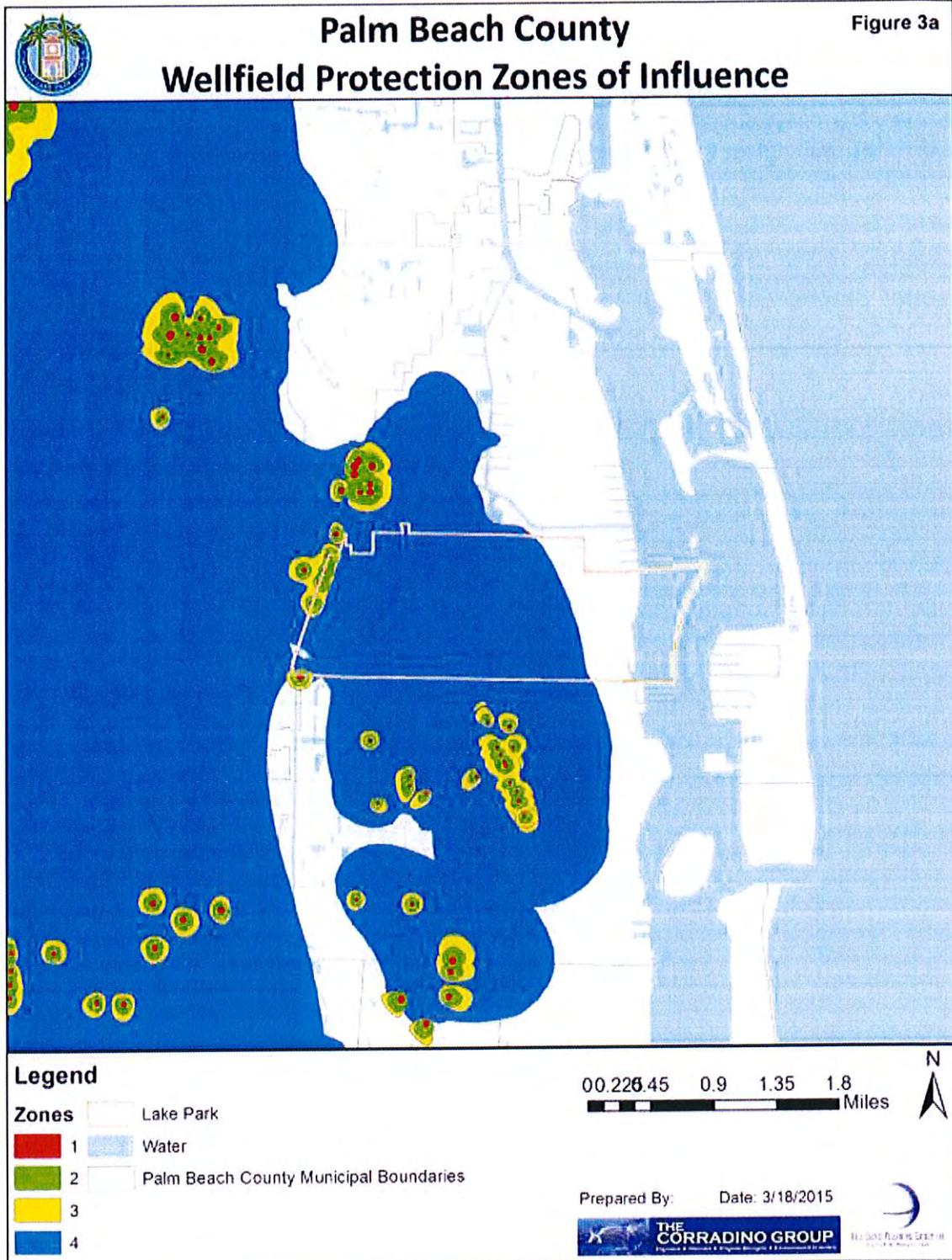
## FIGURES

Town of Lake Park  
Adopted Water Supply Facilities Work Plan Update  
September 2, 2015









**TOWN OF LAKE PARK  
20-YEAR WATER SUPPLY FACILITIES  
WORK PLAN UPDATE RELATED  
AMENDMENTS TO THE COMPREHENSIVE  
PLAN**

**LPA Hearing May 4, 2015  
1<sup>st</sup> Reading June 3, 2015  
Adoption September 2, 2015**



## **ACKNOWLEDGEMENTS**

### **TOWN COMMISSION**

James DuBois, Mayor  
Kimberly Glas-Castro, Vice-Mayor  
Erin Flaherty, Commissioner  
Michele O'Rourke, Commissioner  
Kathleen Rapoza, Commissioner

### **PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY**

Judith Thomas, Chair  
Erich Von Unruh, Vice-Chair  
Michele DuBois, Member  
Martin Schneider, Member  
Ludie Francois, Member

### **TOWN STAFF**

John O. D'Agostino, Town Manager  
Vivian Mendez, Town Clerk  
Thomas J. Baird, Esq., Town Attorney  
Nadia DiTommaso, Community Development Director

### **Prepared By:**

Bell David Planning Group  
1019 NE 104<sup>th</sup> Street  
Miami Shores, FL 33138



## Amendment No. 1

The following lists the amended Objective, Policies and Monitoring Measure which shall be included in the Town's adopted Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the Town's 20-year Water Supply Facilities Work Plan Update.

### Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

Objective 3.: The Town ~~shall comply with its~~ must adopt by reference the Town of Lake Park 2015 20-year Water Supply Facilities Work Plan Update (Work Plan Update) adopted ~~March 18, 2009 XXXX XX, 2015~~, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its 2013 Lower East Coast Water Supply Plan Update on ~~February 15, 2007~~ October 10, 2013. The Work Plan Update will continue to be updated, at a minimum, every 5 years. The Town's Work Plan Update is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Town's water demands for a 20-year period.

Policy 3.1.: Comply with the Town's of Lake Park's 2015 20-Year Water Supply Facilities Work Plan Update adopted XXXX XX, 2015 and incorporate such Work Plan Update by reference into the Town of Lake Park Comprehensive Plan.

Policy 3.2.: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan Update adopted ~~February 15, 2007~~ October 10, 2013 and with the Palm Beach County 10-Year Water Supply Facilities Work Plan Update adopted ~~April 24, 2008 (Notice of Intent published July 18, 2008)~~ April 27, 2015. The Town shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District and County plans.

Monitoring Measure: The Work Plan Update shall remain consistent with the Palm Beach County 10-Year Water Supply Facilities Work Plan Update, which is compatible with the Palm Beach County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's 2013 Lower East Coast Regional Water Supply Plan Update. The Work Plan will continue to be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

## Amendment No. 2

The following lists the amended Policy which shall be included in the Town's adopted Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the Town's 20-year Water Supply Facilities Work Plan Update.

### Conservation Element

Policy 6.6.: Implementation of the 20-year Water Supply Facilities Work Plan Update shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Town may experience.

### Amendment No. 3

The following lists the amended Objective, Policies and Monitoring Measure which shall be included in the Town's adopted Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the Town's 20-year Water Supply Facilities Work Plan Update.

#### Intergovernmental Coordination Element

Objective X. Support climate change and sea level rise initiatives.

Policy X.1 Support the SUA, Palm Beach County, Florida DEP, Florida Fish and Wildlife Commission and SFWMD in any efforts to evaluate the consequences of sea level rise, changing rainfall and storm patterns, temperature effects, and cumulative impacts to existing structures and existing legal uses.

Policy X.2 Participate in the Southeast Florida Regional Climate Change Compact to support regional planning efforts and initiatives to adapt to rising sea level in the LEC Planning Area.

Policy X.3 Work collaboratively with the county, SUA, Florida DEP, Florida Fish and Wildlife Commission and SFWMD to identify the utility wellfields and other users at potential risk of saltwater intrusion within the LEC Planning Area.

Monitoring Measure: The Town shall enact legislation supporting the efforts of the SUA, Palm Beach County and SFWMD to evaluate climate change and its impacts.

#### Amendment No. 4

The following lists the amended Policy which shall be included in the Town's adopted Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the Town's 20-year Water Supply Facilities Work Plan Update.

#### Capital Improvement Element

Policy 5.5: The Town shall incorporate capital improvements affecting Town levels of service by referencing the Capital Improvements Schedules of Palm Beach County, state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-Year Schedule of Capital Improvements. The Town Capital Improvement Element Schedule shall be maintained and updated annually and shall demonstrate that level of service standards will be maintained during the next five-year (~~2008/2009 through 2012/2013~~ 2014/2015 through 2018/2019) planning period.

**Public  
Hearing  
Quasi-  
Judicial**

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 5*

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 48-12-13 APPROVING A SITE PLAN FOR THE PROPERTY LOCATED AT 900 10<sup>th</sup> STREET FOR ITS USE AS AN OFFICE/RETAIL AND STORAGE WAREHOUSE BUSINESS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_ READING
- NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *9-26-15*

Nadia Di Tommaso / Community Development Director *ND*  
Name/Title

|   |   |   |
|---|---|---|
| <p><b>Originating Department:</b><br/><br/>Community Development</p>  | <p>Costs: \$147.92<br/>(Advertisement), plus<br/>previous Ad and Certified<br/>Mail<br/><br/>Funding Source: Applicant<br/><br/>Acct. # 4647<br/><input checked="" type="checkbox"/> Finance <i>BYR</i></p> | <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Staff Report</li> <li>→ Resolution <i>22-09-15</i></li> <li>→ Copy of Legal Ad</li> <li>→ Copy of Application which includes the original Resolution 13-06-13 approving the Special Exception Use and the amendment Resolution 48-12-13</li> <li>→ Site Plan, Landscape Plans and Architectural Elevations</li> </ul> |
| <p><b>Advertised:</b><br/>Date: 08-23-2015<br/>Paper: Palm Beach Post<br/><input type="checkbox"/> Not Required</p> | <p>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.</p>   | <p>Yes I have notified everyone <u><i>ND</i></u> – see <i>notation in costs field</i><br/>or<br/>Not applicable in this case _____<br/><b>Please initial one.</b></p>   |

**Summary Explanation/Background:** PLEASE REFER TO THE STAFF REPORT.

**Recommended Motion:** I MOVE TO APPROVE RESOLUTION *22-09-15* WITH THE CONDITIONS OF APPROVAL.



**TOWN LAKE OF PARK  
TOWN COMMISSION**

Meeting Date: Wednesday, September 2, 2015

STAFF REPORT

SPECIAL EXCEPTION AMENDMENT

**AN APPLICATION BY HOWARD F. OSTROUT AND ASSOCIATES LLC AS AGENT FOR 900 10<sup>TH</sup> STREET/WATERFRONT SERVICES INC. TO AMEND RESOLUTION 48-12-13, TO REVISE THE PREVIOUSLY APPROVED SITE AND LANDSCAPE PLANS TO RECONFIGURE THE ONSITE PARKING BY ADDING AN ADDITIONAL PARKING AREA WHICH IS BEING UPGRADED WITH LANDSCAPING. ASSOCIATED BUILDING ELEVATIONS ARE ALSO BEING PROPOSED.**

**VARIANCE APPLICATIONS HAVE BEEN APPROVED BY THE PLANNING AND ZONING BOARD AND THEY INCLUDE:**

- (1) Section 78-253(h)(1) to reduce the west landscape buffer around the outdoor storage area to 0 feet and 3 feet on the south side;
- (2) to Section 78-253(h)(2) to eliminate the shade tree requirements required on the west side of the outdoor storage areas and reduce the requirement to clustered palm (or oak) on the south side;
- (3) to Section 78-333(3) to eliminate the need of a recess or projection along the east and north walls; and
- (4) to Section 78-337(3) to eliminate the recess/projection requirement along the roofline of the front façade

**BACKGROUND:**

|                    |  |
|--------------------|--|
| Applicant(s):      | Howard F. Ostrout Jr. and Associates LLC   |
| Owner(s):          | 900 10 <sup>th</sup> Street LLC (Business Name: Waterfront Services, Inc./Pool Tek)                            |
| Address/Location:  | 900 10 <sup>th</sup> St.   |
| Net Acreage:       | 0.6123 ACRES (PCN: 36-43-42-20-06-001-0020); 0.2381 ACRES (PCN: 36-43-42-20-06-001-0040). TOTAL = 0.8504 ACRES |
| Legal Description: | CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT & SLY 102.86 FT OF NLY 231.86 FT OF WLY 81.20 FT         |
| Existing Zoning:   | C-2  |
| Future Land Use:   | COMMERCIAL   |

**Adjacent Zoning District**

North: Commercial -2 (C-2)  
South: Commercial -2 (C-2)  
East: Commercial-1 (C-1)  
West: Commercial-4 (C-4) & Campus Light Industrial/Commercial (CLIC)  
(FEC Railway)

**Adjacent Existing Land Use Designation**

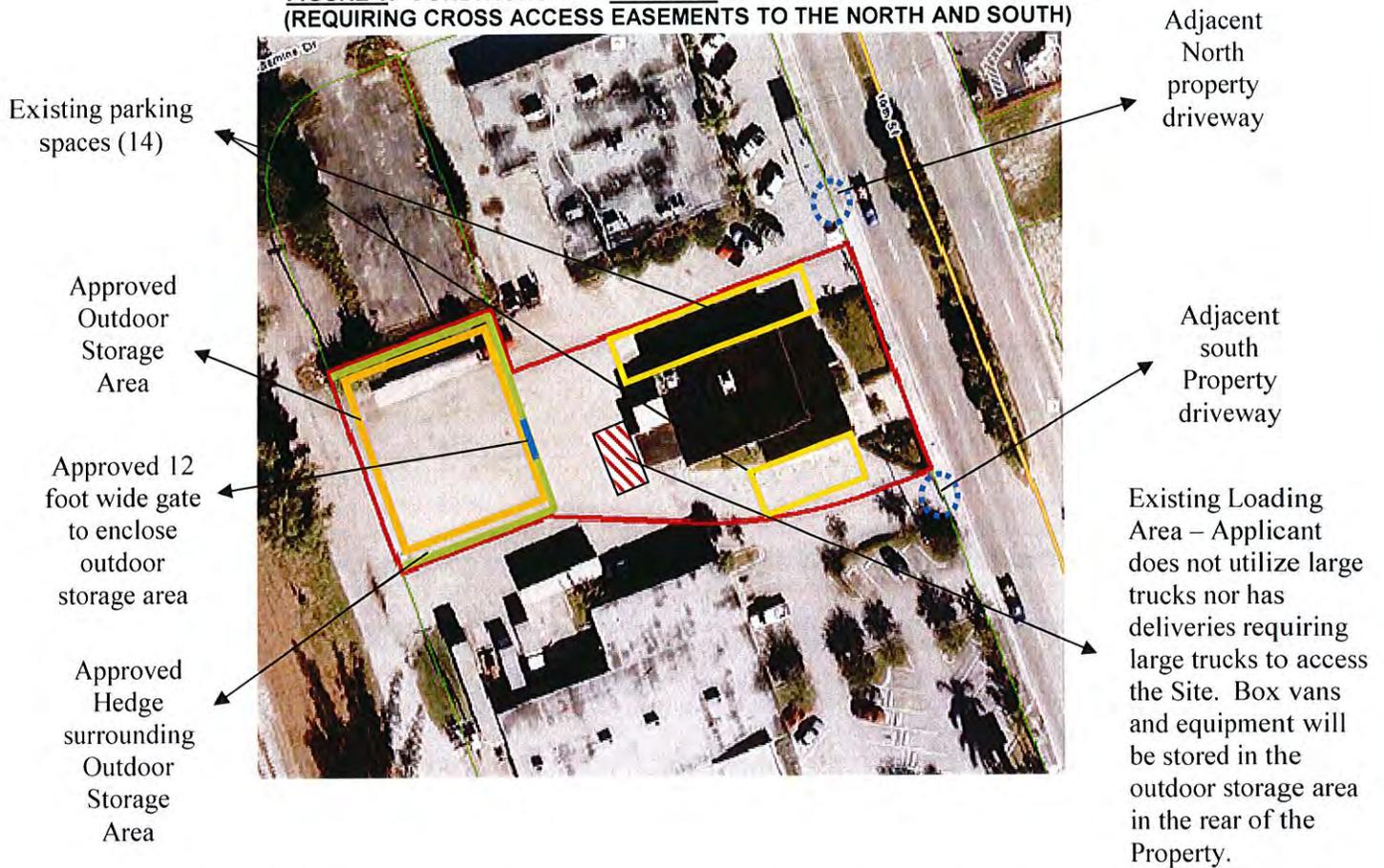
North: Commercial  
South: Commercial  
East: Commercial  
West: Commercial Light Industrial

**BACKGROUND**

**In June of 2013**, the Town Commission approved Resolution 13-06-13 (the "Development Order"), authorizing the Special Exception Use of "building supplies/retail/storage warehouse (the "Application") to be located at 900 10<sup>th</sup> Street (the "Property"). The application for the Special Exception Use was submitted by H&L Planning and Development Consultants as the (then) authorized agent for 900 10<sup>th</sup> Street LLC/Waterfront Services Incorporated (the "Applicant"). The Commission's approval of the Development Order authorized the Applicant to relocate its pool contracting company to the Property. The Property is located in the C-2 Zoning District which permits the Applicant's proposed uses as an approved special exception use.

As part of the original Application, the Applicant proposed seven (7) parking spaces on both the north and south sides of the existing building. This design relied upon the use of neighboring driveways to access these parking spaces. In order to implement this design, the Development Order imposed a condition which required the Applicant to enter into Cross Access Easement Agreements with the neighboring property owners to the north and south. However, the neighboring property owners were not willing to enter into these Cross Access Easement Agreements. As a result, the Applicant was not able to develop the Property pursuant to the approved Development Order and requested modification to this original development Order approved under Resolution 13-06-13.

**FIGURE 1: CONDITIONS PER ORIGINAL SPECIAL EXCEPTION APPROVAL (REQUIRING CROSS ACCESS EASEMENTS TO THE NORTH AND SOUTH)**



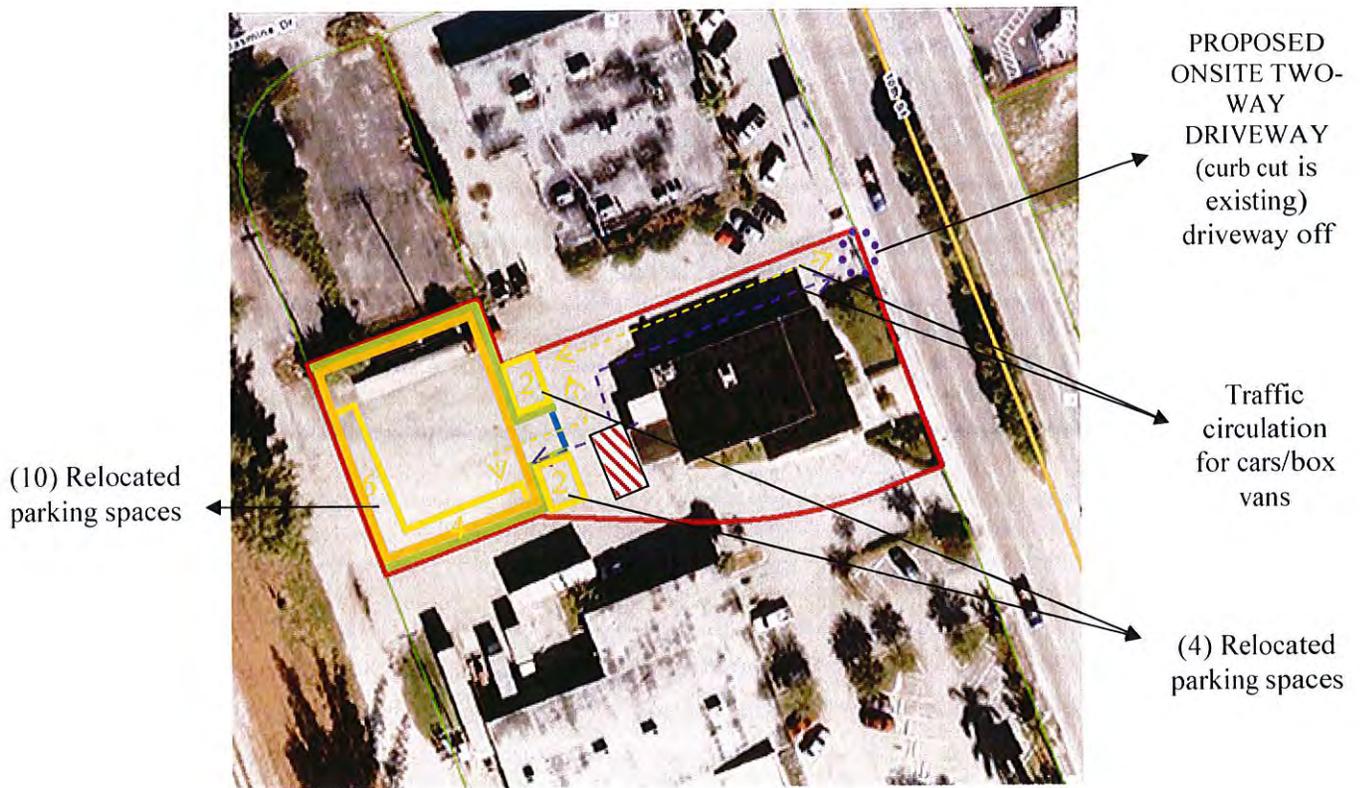
**In December 2013**, the Applicant proposed to amend the Development Order to revise the Site and Landscape Plan and provide parking in the back of the Property, instead of along the north and south sides of the building. The revised Site and Landscape Plan eliminated the need for the cross access easements with the neighboring property owners however, allowed for a unilateral access easement to be placed on the plans should the neighboring property owners agree to enter into cross access easement agreements in the future. The Site and Landscape Plan as revised showed a 25 foot, two way drive aisle (accessed by a driveway) on the north side of the Property. Figure 2 illustrates the revised access at the time to the Property and the relocated parking spaces at the back of the building where the storage area was to have been located pursuant to the Development Order. The revised Site and Landscape Plan was approved under Resolution 48-12-13 (representing the current Development Order for the Property) by the Town Commission on December 18, 2013 with certain conditions that include the following:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plan referenced as Sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Department of Community Development on 12-05-2013. **(Being updated with this proposal)**

- (2) The Owner shall incorporate Identification signs reading "Customer Parking" in the customer parking spaces. **(Included and being proposed with this proposal as well)**
- (3) Prior to the issuance of the first development permit, if permitted access, the applicant shall revise the site plan to indicate the area on the property which could serve as ingress and egress to the property from the west. **(Applicant was not granted access)**
- (4) Prior to the issuance of the first development permit, the applicant shall revise the Site Plan to indicate the areas on its property that will be dedicated to provide for cross-access easements to its property lines with the adjacent properties north and south. **(indicated on the previous site plan prior to development permit issuance and noted on the revised plan with this proposal)**

Through discussions by the Planning & Zoning Board and Town Commission at the time, it was also suggested to add additional pedestrian markings from the handicapped accessible space to the concrete ramp on the south side of the building, which was done and is reflected on the updated plan as well. The proposal did receive unanimous approval by the Planning & Zoning Board and Town Commission in late 2013 under Resolution 48-12-13

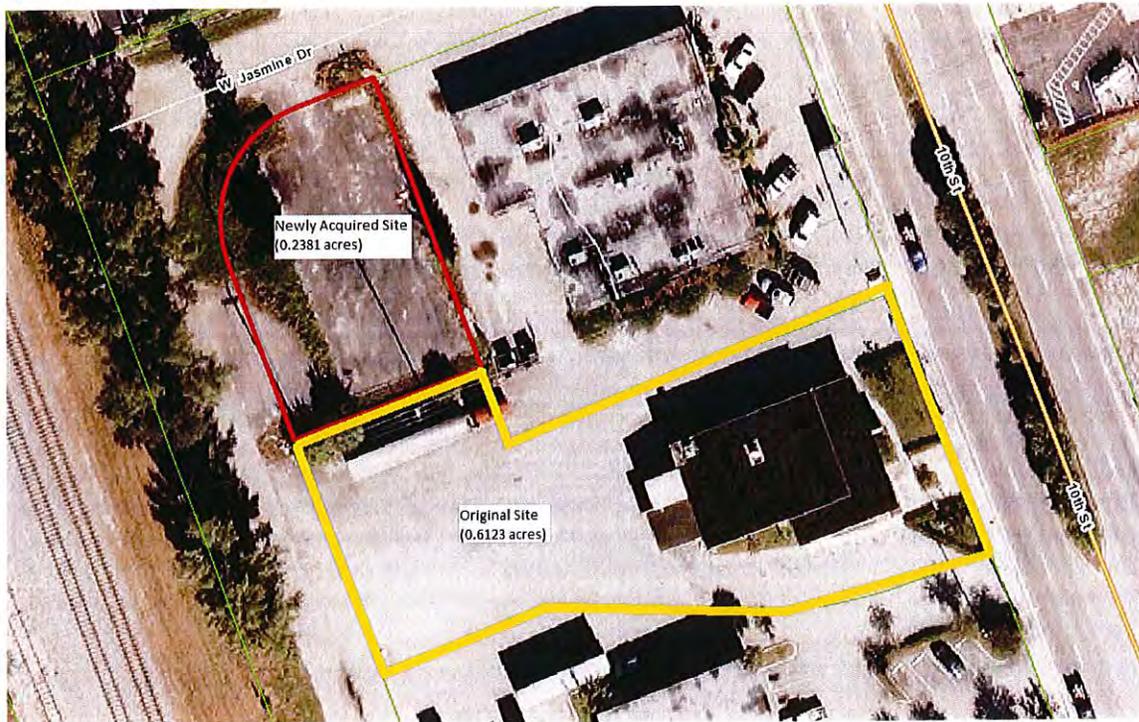
**FIGURE 2: APPROVED MODIFICATIONS IN DECEMBER 2013**



## NEW REQUEST

Throughout most of 2014, the Owner moved forward with the renovations of the Property in order to bring it from an abandoned structure, which it had been for many years since the old post office vacated the site, to an active structure/site. Throughout these renovations, the Owner was presented with an opportunity to purchase a neighboring (adjacent) vacant property. Realizing that this would help with the business' parking, the Owner purchased the adjacent property identified in Figure 3 below:

**FIGURE 3: NEWLY ACQUIRED SITE**



In addition to purchasing the neighboring property, the Owner moved forward with the renovations of the Property which resulted in a renovation value that exceeded 50% of the assessed value of the properties due to the deteriorated state of the structure prior to its renovation. The resulting interior reconfiguration also shifted the square footage allocations of the actual office space and warehouse space, resulting in a different required parking calculation. Consequently, Mr. Howard F. Ostrout, Applicant and Agent for the Owner, 900 10<sup>th</sup> Street (Business Name: Waterfront Services, Inc./Pool Tek), submitted an application for a Special Exception Amendment in order to incorporate the newly acquired area into the overall Property and reconfigure the parking areas to accommodate the required number of parking spaces. Since the renovation costs exceeded 50% of the assessed value of the properties, the landscaping and architectural codes were also prompted and the Owner was required to meet ALL minimum landscaping and architectural requirements in the Town Code prior to being able to finalize the renovations permits (*the original property at 900 10<sup>th</sup> Street has a 2014 assessed value of \$225,332; the newly acquired property has a 2014 assessed value of \$43,443; the total renovation costs were \$176,215 for interior, electrical, mechanical, plumbing, and roofing*). This resulted in the Owner hiring Mr. Ostrout's firm

to assist with these added requirements. After numerous months reviewing the site's possibilities, the Owner advised staff that he was able to meet all but four codes sections and that they would subsequently be requesting four variances to the Town Code, which are being presented under separate cover to the Planning & Zoning Board who is the sole decision maker on variance requests.

These variance requests include:

- (1) To **Section 78-253(h)(1)** of the Town Landscaping Code which requires a minimum 8-foot wide landscape buffer around all side and rear property lines and a 15-foot wide landscape buffer along the (street) front property line (*does not apply to areas being utilized for access*). The Applicant is unable to meet the minimum buffer width requirements for the west and south property lines and is requesting a reduction to 3 feet for the west property line and 3 feet for the south property line given the previously approved special exception outdoor storage area configuration which was considered as an integral part of the applicant's operation due to their equipment and storage requirements – [The Planning & Zoning Board approved this variance, but asked that the configuration allow for a 3 foot buffer along the south side of the outdoor storage area, with trees, and that the west side of the outdoor storage area be reduced to 0 feet.](#)
- (2) To Section **78-253(h)(2)** of the Town Landscaping Code for the same landscape buffers listed in request #1, as it relates to the minimum 1 tree per 20 linear feet of street frontage and minimum 1 tree per 40 linear feet of interior property line requirements. Given the 3 feet on the west side of the storage area and 3 feet on the south side (if re-approved), trees cannot be accommodated in these areas. [The Planning & Zoning Board approved this variance, but asked that the configuration allow for a 3 foot buffer along the south side of the outdoor storage area, with trees, and that the west side of the outdoor storage area be reduced to 0 feet.](#)
- (3) To **Section 78-333(3)** of the Town's Architectural Design Guidelines which requires facades greater than 50 feet in length to incorporate recesses and projections a minimum of 12 inches in depth along a minimum of 20 percent of the total length of the façade. The east (front) wall measures 55 feet and the north (side) wall measures 77 feet. Even though the Applicant noted that the roofline projects out 5 feet 6 inches along the east (front) façade, the building does not propose any minimum 12 inch projection along 20% of any wall plane (in other words, for a 55 foot façade, according to staff's interpretation of the intent of this section, this projection would be required along 11 feet of width on the front façade which measures 55 feet AND along approximately 15 feet of width along the north (side) façade which measures 77 feet in length. The rear wall is less than 50 feet therefore is not required to have a recess/projection and the south wall already includes a recess/projection of approximately 12 feet. [The Planning & Zoning Board approved this variance.](#)
- (4) To **Section 78-337(3)** of the Town's Architectural Design Guidelines which requires the roof edge and/or parapet to have a vertical change from the dominant roof condition at a minimum of four feet, with at least one such change to be located on the primary (front) façade adjacent to the street right-of-way. While the Applicant proposes aluminum lattice panels around the rooftop mechanical equipment in an attempt to screen this equipment, the roof edge and parapet treatment code section has not been met and would serve to more appropriately screen rooftop mechanical equipment. [The Planning & Zoning Board approved this variance and requested that decorative panels are incorporated immediately around the mechanical equipment to screen them from public view.](#)

Already approved by the Planning & Zoning Board – **NO FURTHER ACTION** is required by the Town Commission on these variance requests.

## **Staff Analysis of the Application**

The special exception use was originally approved using the Town Code criteria for special exception uses and met all the criteria. The use has not changed. The only modifications relate to the modifications parking space requirements and the added requirements for landscaping and architectural details that were prompted due to the increase in renovation costs. This requires an updated Development Order with updated references to newly proposed Site Plan, Landscape Plans and Architectural Elevations. The updated Site Plan has been modified to reflect a revised parking calculation as follows:

- 2,800 square feet of office space @ 4 spaces per 1,000 square feet = 11 required office spaces
- 1,161 square feet of warehouse @ 1 space per 2,000 square feet = 1 required warehouse space
- 8 maximum employees @ 1 space per employee = 8 required employee spaces

...for a **TOTAL OF 20 REQUIRED PARKING SPACES**. With the newly acquired parcel and the reconfiguration of the parking spaces, the Applicant is proposing 24 parking spaces, which exceeds the Code requirement.

**In an attempt to be business-friendly and allow the Owner's business, Waterfront Services, Inc./Pool Tek to carry forth without hindering their operation, the Owner has been able to secure final inspections on the interior renovations in order to safely move into the building however, is awaiting the outcome of this request in order to complete the exterior of the building and the overall site. Since late 2014 however and because the Owner had to invest a lot more money on the building than anticipated, the Owner, through Mr. Ostrout, has been working with the Town to meet the landscaping and architectural codes as best as possible. Four code sections have not been met and variances are being requested as listed above. All variances have been approved by the Planning & Zoning Board.**

Since the use, but for the parking calculations detailed above have not changed, staff finds that the Application meets the special exception criteria set forth in the Code and also finds that even as revised, access to the Property will continue to be provided on the north side and now through the newly acquired lot, without having to depend on the neighboring properties. The Site Plan continues to offer a unilateral cross access as a preferred alternative method should the neighboring owners decide to enter into cross access easement agreements in the future, or if any property is no longer able to meet its own parking and access requirements in the future. The Owner has significantly improved the building and will continue to improve the overall site, all of which is a benefit to the community.

## **STAFF RECOMMENDATION**

Staff recommends that the Town Commission make a motion to **APPROVE** the Application, and the amendments proposed to the Development Order, subject to the following conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plans, which include an Irrigation Performance standard, referenced as Sheet SP-1, LPP-1 and LPP-2, prepared by Howard F. Ostrout & Associates LLC, signed and sealed 08-24-15 and received by the Department of Community Development on 08-24-15.
- (2) The Owner shall develop the Property consistent with the Architectural Elevations referenced as Sheet A-1, prepared by JM Designs of the Palm Beaches, Inc., signed and sealed 08-24-15, and received by the Department of Community Development on 08-24-15.
- (3) The Owner shall submit a Plat for the two lots which meets the Town's platting requirements.
- (4) Rooftop mechanical equipment shall be screened with decorative panels that are reviewed and approved by the Community Development Director.

**RESOLUTION NO. 22-09-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 48-12-13 APPROVING A SITE PLAN FOR THE PROPERTY LOCATED AT 900 10<sup>th</sup> STREET FOR ITS USE AS AN OFFICE/RETAIL AND STORAGE WAREHOUSE BUSINESS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission adopted Resolution 13-06-13 approving a Site Plan authorizing the use of the property having the address of 900 10<sup>th</sup> Street (the "Site") for use as an office/retail and storage warehouse business; and

**WHEREAS**, the Site is owned by 900 10<sup>th</sup> Street LLC (the "Owner"); and

**WHEREAS**, the Site is within the Town's C-2 Business District, and

**WHEREAS**, the approval of the Site Plan pursuant to Resolution 13-06-13 required that the Applicant secure Cross Access Easement Agreements with the property owners north and south of the Site to insure adequate parking for, and access to the Site; and

**WHEREAS**, the Owner could not secure Cross Access Easement Agreements; and

**WHEREAS**, to address the parking and access issues associated with the Site, the Owner previously reconfigured the parking spaces to provide the required parking and access drives onsite pursuant to a site plan amendment previously approved by Resolution 48-12-13; and

**WHEREAS**, the Owner has recently acquired a contiguous parcel, which along with 900 10<sup>th</sup> Street, is legally described in Exhibit "A"; and

**WHEREAS**, Howard Ostrout & Associates LLC (the "Applicant") has submitted an additional amendment to the Site Plan approved under Resolution 48-12-13 due to the increased land area and parking reconfiguration, and due to an increase in job value and the need to add additional code-required landscaping and architectural detailing to the building facades, additional Landscape Plans and Architectural Elevations have also been submitted; and

**WHEREAS**, the Town of Lake Park's Planning and Zoning Board has reviewed the amendment and has recommended that the Town Commission approve the revisions; and

**WHEREAS**, The Town of Lake Park's Planning & Zoning Board unanimously approved four variances which will permit the Site to be developed as shown on the site plan, landscape plans and architectural elevations; and

**WHEREAS**, the Town Commission has conducted a quasi-judicial public hearing to consider the site plan amendment and at this hearing considered the evidence presented by the Town staff, the Owner, and other interested parties and members of the public; and

**WHEREAS**, the Town Commission has determined that conditions are necessary to render the amendment consistent with the Town's Comprehensive Plan and to meet the Town's Land Development Regulations and

**WHEREAS**, the Owner, and his successors and assigns shall be subject to the conditions contained in Section 2 of this Resolution.

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

**Section 1.** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby approves a revised site plan, landscape plans and architectural elevations for the Site and authorizes its development subject to the following conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plans, which include an Irrigation Performance standard, referenced as Sheet SP-1, LPP-1 and LPP-2, prepared by Howard F. Ostrout & Associates LLC, signed and sealed 08-24-15 and received by the Department of Community Development on 08-24-15.
- (2) The Owner shall develop the Property consistent with the Architectural Elevations referenced as Sheet A-1, prepared by JM Designs of the Palm Beaches, Inc., signed and sealed 08-24-15, and received by the Department of Community Development on 08-24-15.
- (3) The Owner shall submit a Plat for the two lots which meets the Town's platting requirements.
- (4) Rooftop mechanical equipment shall be screened with decorative panels that are reviewed and approved by the Community Development Director.

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

**EXHIBIT "A" – Legal Descriptions**

900 10<sup>th</sup> Street

Property Control Number: 36434220060010020

CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT & SLY 102.86 FT OF NLY  
231.86 FT OF WLY 81.20 FT



Newly-Acquired Lot

Property Control Number: 36434220060010040

CITY SQUARE NLY 129 FT OF WLY 81.20 FT OF TR A



**RECEIPT**

**LEGAL NOTICE OF PUBLIC HEARINGS**  
**TOWN OF LAKE PARK, FLORIDA**

Please take notice and be advised that the Town Commission will hold a public hearing on **Wednesday, September 2, 2015, at 6:30 p.m., or as soon thereafter as can be heard.** in the Town Hall Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, to consider an application for an Amendment to the Site and Landscape Plan for a Special Exception Use previously approved to establish a "Building Supplies, Office and Retail Space with a Storage Warehouse", with updated Building Elevations. The property is located at 900 10th Street and the application is being brought forward by Mr. Howard Ostrout Jr. (Agent), who is acting on behalf of 900 10th Street LLC (Owner). Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

**Town Clerk: Vivian Mendez**

PUB: The Palm Beach Post  
8-23/ 2015 #468856



THE TOWN OF LAKE PARK  
 Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: Orlando Spado (Agent: Howard Frost & Associates)

Address: 900 10th Street Lake Park, Florida 33403

Telephone: (561) 514-1514 Fax: (561) 514-1573

E-mail address: Ori@wfsifi.net

Owner  Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Property Location: \_\_\_\_\_

Legal Description: See Attached

Property Control Number: BUILDING 36-43-42-20-06-001-0020 / LAND 36-43-47-20-06-001-0040

Future Land Use: Commercial Zoning: C-2

Acreage: .833 Square Footage of Use: 36,298

Proposed Use: 3,961 Sf building (2,800 sf office, 1,161 sf warehouse) 24 parking spaces, & equip. and material storage.

**Adjacent Property**

| Direction | Zoning | Business Name           | Use             |
|-----------|--------|-------------------------|-----------------|
| North     | C-2    | C-2                     | Retail          |
| East      | C-1    | Vacant                  | Vacant          |
| South     | C-2    | Mixed use retail stores | Retail          |
| West      | N/A    | N/A                     | Railroad tracks |

**APPLICATION REQUIREMENTS:**

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

See Attached

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2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

See Attached

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3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

See Attached

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4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

See Attached

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5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use. See Attached
6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

See Attached

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7. Please provide the following:
- a. Special Exception fee plus escrow of \$800.00.
  - b. Advertising costs: The petitioner shall pay all costs of publication of public hearing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.
  - c. Courtesy Notice Property Owners List. A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official tax role in the County Court House. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.
  - d. The applicant must place a 3'x 3' sign on the property to be readily visible to vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED FOR A CONDITIONAL USE – TOWN OF LAKE PARK". The applicant shall remove sign from subject property within ten (10) days of final action.
  - e. Location Map

- f. Provide a site plan drawn to scale indicating the size of the buildings, the intended floor area ratios, the quantity of parking spaces proposed to be provided; the intended access road(s), the general type of construction in accordance with the Florida Building Code and the codes of the Town of Lake Park, and the availability and approximate location of utilities.
- g. Provide a certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

**DOCUMENTS:**

1. A statement of the applicant's interest in the property.
2. A warranty deed with an affidavit from the applicant that the deed represents the current ownership.

**REPORTS:**

A traffic impact analysis, if required by the Town Engineer or staff, on the project generated Traffic impact on the external street serving the site.

**For the final review, 13 complete sets of all final required documents, after approval of all other governing agencies, must be submitted.**



## **APPLICATION REQUIREMENTS**

1. The Special Exception request is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan. The subject site has a Commercial Land Use designation and is in the C-2 Commercial Zoning District. The office and warehouse use with associated parking is compatible with the uses allowed in this land use designation and is consistent with the surrounding area.
2. The proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances. The applicant is requesting to use the property recently purchased adjacent to and just north of the 900 10<sup>th</sup> Street property bounded by Jasmine Drive to the north and the 50' road right-of-way directly to the west (adjacent to the railroad right-of-way). The subject property will be used for 20 parking spaces and associated landscape buffers.
3. Waterfront Services and Pool Tec offices, warehouse, and parking is compatible with the character and use of the surrounding properties in its function, hours of operation, type and amount of traffic to be generated, building location, mass, height and setback, and other relevant factors peculiar to the proposed Special Exception use in the surrounding property. The 20 parking spaces which is the focus of this Special Exception application is consistent with other parking provided by the surrounding uses within the C-1 and C-2 zoning districts which surround the subject property.
4. The proposed use does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment in the area in which this Special Exception use is proposed to be developed. The redevelopment of the subject site for parking will be a significant improvement to the existing conditions onsite with the addition of new paving and landscaping.
5. The proposed Special Exception will not have a detrimental impact on the surrounding properties. The proposed use of 20 parking spaces which will serve the existing building will not increase the number of persons working on the property, will not increase noise, odor, or have any negative visual or potential nuisance factors generated by this Special Exception use application.
6. This Special Exception use for the 20 parking spaces will not significantly reduce light and airflow to adjacent properties. The improvement will not negatively affect property values in adjacent areas but improve them with the renovation of the asphalt parking areas and the addition of landscaping. The improvements will not be a

## **APPLICATION REQUIREMENTS**

PAGE 2

detriment to the improvement or redevelopment of surrounding properties in accordance with existing regulation and there will no negative impacts on adjacent natural systems or public facilities, including parks and open spaces. Because the 20 parking spaces are at the rear of the property along the railroad tracks, there is no need to provide pedestrian amenities, including, but not limited to, benches, trash receptacles, and more bicycle parking.



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 10TH ST  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-06-001-0040  
 Subdivision CITY SQUARE IN PB 27 PGS 192 & 193  
 Official Records Book 26621 Page 5  
 Sale Date FEB-2014  
 Legal Description CITY SQUARE NLY 129 FT OF WLY 81.20 FT OF TR A

*LAND*

**Owners**  
 900 10TH STREET LLC

**Mailing address**  
 3600 INVESTMENT LN STE 103  
 RIVIERA BEACH FL 33404 1753

| Sales Date | Price    | OR Book/Page | Sale Type     | Owner                  |
|------------|----------|--------------|---------------|------------------------|
| FEB-2014   | \$70,000 | 26621 / 0005 | WARRANTY DEED | 900 10TH STREET LLC    |
| JUN-2006   | \$70,000 | 20457 / 1846 | WARRANTY DEED | JASMINE ASSOCIATES LLC |
| MAR-1989   | \$100    | 06018 / 0638 | QUIT CLAIM    |                        |
| MAR-1986   | \$100    | 04823 / 1885 | QUIT CLAIM    |                        |

No Exemption Information Available.

Number of Units 0 \*Total Square Feet 0 Acres 0.2381  
 Use Code 2800 - PKG LT / MH PK Zoning C2 - Business ( 36-LAKE PARK )

| Tax Year           | 2014     | 2013     | 2012     |
|--------------------|----------|----------|----------|
| Improvement Value  | \$2,262  | \$2,145  | \$2,224  |
| Land Value         | \$62,025 | \$37,349 | \$37,349 |
| Total Market Value | \$64,287 | \$39,494 | \$39,573 |

All values are as of January 1st each year

| Tax Year         | 2014     | 2013     | 2012     |
|------------------|----------|----------|----------|
| Assessed Value   | \$43,443 | \$39,494 | \$39,573 |
| Exemption Amount | \$0      | \$0      | \$0      |
| Taxable Value    | \$43,443 | \$39,494 | \$39,573 |

| Tax Year       | 2014    | 2013    | 2012    |
|----------------|---------|---------|---------|
| Ad Valorem     | \$1,254 | \$1,001 | \$1,004 |
| Non Ad Valorem | \$112   | \$112   | \$112   |
| Total tax      | \$1,366 | \$1,113 | \$1,116 |



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 900 10TH ST  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-06-001-0020  
 Subdivision CITY SQUARE IN PB 27 PGS 192 & 193  
 Official Records Book 26619 Page 1837  
 Sale Date FEB-2014

*Buildings*

Legal Description CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT & SLY 102.86 FT OF NLY 231.86 FT OF WLY 81.20 FT

**Owners**

900 10TH STREET LLC

**Mailing address**

3600 INVESTMENT LN STE 103  
 RIVIERA BEACH FL 33404 1753

| Sales Date | Price     | OR Book/Page | Sale Type     | Owner               |
|------------|-----------|--------------|---------------|---------------------|
| FEB-2014   | \$375,000 | 26619 / 1837 | WARRANTY DEED | 900 10TH STREET LLC |
| MAY-2001   | \$1       | 15226 / 1862 | QUIT CLAIM    | P O LLC             |
| MAR-1994   | \$100     | 08174 / 0580 | WARRANTY DEED |                     |
| JUN-1993   | \$275,000 | 07746 / 0936 | WARRANTY DEED |                     |
| APR-1987   | \$250,000 | 05254 / 0759 | WARRANTY DEED |                     |

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No Exemption Information Available.

Number of Units 0 \*Total Square Feet 3961 Acres 0.70  
 Use Code 4800 - WAREH/DIST TERM Zoning C2 - Business ( 36-LAKE PARK )

| Tax Year           | 2014      | 2013      | 2012      |
|--------------------|-----------|-----------|-----------|
| Improvement Value  | \$96,587  | \$91,417  | \$87,837  |
| Land Value         | \$182,342 | \$113,430 | \$113,430 |
| Total Market Value | \$278,929 | \$204,847 | \$201,267 |

All values are as of January 1st each year

| Tax Year         | 2014      | 2013      | 2012      |
|------------------|-----------|-----------|-----------|
| Assessed Value   | \$225,332 | \$204,847 | \$201,267 |
| Exemption Amount | \$0       | \$0       | \$0       |
| Taxable Value    | \$225,332 | \$204,847 | \$201,267 |

| Tax Year       | 2014    | 2013    | 2012    |
|----------------|---------|---------|---------|
| Ad Valorem     | \$6,088 | \$5,192 | \$5,107 |
| Non Ad Valorem | \$1,457 | \$1,413 | \$1,413 |
| Total tax      | \$7,545 | \$6,605 | \$6,520 |

**RESOLUTION NO. 13-06-13**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR BUILDING SUPPLIES OFFICE AND RETAIL SPACE WITH A STORAGE WAREHOUSE TO BE LOCATED AT 900 10<sup>th</sup> STREET IN THE C-2 ZONING DISTRICT; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE USE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, H&L Planning and Development, (“Applicant” and “Agent”) for Waterfront Properties, Inc. who will be the owner of a building supplies, office, retail and storage warehouse business to be located at 900 10<sup>th</sup> Street (“Subject Property”) in the Town of Lake Park, Florida; and

**WHEREAS**, the property is currently owned by PO LLC (“Property Owner”); and

**WHEREAS**, the subject property is within the C-2 zoning district, and

**WHEREAS**, the Applicant has submitted an application for approval of a special exception use to allow a building supplies, office, retail and storage warehouse establishment (“Application”) to be operated at 900 10<sup>th</sup> Street; and

**WHEREAS**, the Town of Lake Park’s Planning and Zoning Board has reviewed the Application and has made its recommendation to the Town Commission; and

**WHEREAS**, the Town Commission has conducted a quasi-judicial public hearing to consider the Application; and

**WHEREAS**, at this hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application’s consistency with the Town’s Comprehensive Plan, the special exception criteria as set forth in Section 78-184, and other provisions of the Town’s Land Development Regulations which are applicable, and

**WHEREAS**, at the hearing the Town Commission determined that certain conditions are necessary in order for the Application to meet the special exception criteria of Section 78-184 and the Town’s Land Development Regulations; and

**WHEREAS**, the Applicant, the Property Owner, and their successors and assigns shall be subject to the conditions contained in Section 2.

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

**Section 1:** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby approves the request for a special exception use of a building supplies, office, retail, and storage warehouse establishment on the subject property subject to the following condition:

- (1) The Owner shall develop the Property consistent with the following Plan submitted by H&L Planning and Development Consultants:**
  - a) Site and Landscape Plan referenced as Sheet I, and prepared by Tony Grimaldi Landscape Architecture, signed and sealed 05/21/2013 and received and dated by the Department of Community Development on 05/24/2013.**
- (2) The Owner shall submit a Cross Access Easement Agreement, executed by the Owner and the legal owners of the properties, north and south, prior to the issuance of any development permits. The Cross Access Easement Agreement shall be subject to the review and approval of the Town Attorney.**

**Section 3:** This Resolution shall become effective upon adoption.

**RESOLUTION NO. 48-12-13**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 13-06-13, AUTHORIZING AND ADOPTING A REVISION TO A PREVIOUSLY APPROVED SITE PLAN FOR THE PROPERTY LOCATED AT 900 10<sup>th</sup> STREET FOR THE USE OF THE PROPERTY AS AN OFFICE/RETAIL WITH STORAGE WAREHOUSE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, H&L Planning and Development Consultants, acting as the agent (the "Applicant") on behalf of Waterfront Properties, Inc., and pursuant to Resolution 13-06-13 obtained Site Plan approval authorizing the use of the property located at 900 10<sup>th</sup> Street (the "Site") for use as a building supplies, office/retail and storage warehouse business; and

**WHEREAS**, the property is currently owned by PO LLC ("Property Owner"); and

**WHEREAS**, the subject property is within the C-2 Business District, and

**WHEREAS**, the previously approved Site Plan was dependent upon the Applicant securing Cross Access Easement Agreements with the property owners to the north and south to provide parking and access to the Site; and

**WHEREAS**, the Applicant was not able to secure Cross Access Easement Agreements and has redesigned the Site to reconfigure the parking spaces so as to provide the required parking and access drives onsite; and

**WHEREAS**, as a result of this redesign the new Site no longer requires the Cross Access Easement Agreements for parking and access; and

**WHEREAS**, the Town of Lake Park's Planning and Zoning Board has reviewed the Application and has recommended that the Town Commission approve the revised Site Plan; and

**WHEREAS**, the Town Commission has conducted a quasi-judicial public hearing to consider the Application and at this hearing considered the evidence presented by the Town staff, the Applicant, and other interested parties and members of the public; and

**WHEREAS**, the Town Commission has determined that conditions are necessary to render the Application consistent with the Town's Comprehensive Plan and other provisions of the Town's Land Development Regulations which are applicable, and

**WHEREAS**, the Applicant, the Property Owner, and their successors and assigns shall be subject to the conditions contained in Section 2 of this Resolution.

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

**Section 1.** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby approves the Application amending Resolution 13-06-13 and authorizes the development of the Site subject to the following conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plan referenced as Sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Department of Community Development on 12-05-2013.
- (2) The Owner shall provide signs on the Site to indicate the spaces reserved for “Customer Parking.”
- (3) Prior to the issuance of the first development permit, if permitted access, the applicant shall revise the site plan to indicate the area on the Property which could serve as ingress and egress to the property from the west.
- (4) Prior to the issuance of the first development permit, the applicant shall revise the Site Plan to indicate the areas on its property that will be dedicated to provide for cross-access easements to its property lines with the adjacent properties north and south.

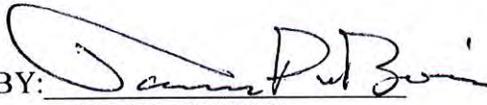
**Section 3:** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

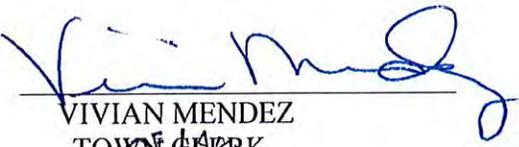
|                                 | AYE      | NAY |
|---------------------------------|----------|-----|
| MAYOR JAMES DUBOIS              | <u>/</u> | ___ |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u> | ___ |
| COMMISSIONER ERIN FLAHERTY      | <u>/</u> | ___ |
| COMMISSIONER MICHAEL O'ROURKE   | <u>/</u> | ___ |
| COMMISSIONER KATHLEEN RAPOZA    | <u>/</u> | ___ |

The Town Commission thereupon declared the foregoing Resolution NO. 48-12-13 duly passed and adopted this 18 day of December, 2013.

TOWN OF LAKE PARK, FLORIDA

BY:   
JAMES DUBOIS  
MAYOR

ATTEST:



VIVIAN MENDEZ  
TOWN CLERK  
TOWN OF LAKE PARK  
SEAL  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY





| REVISIONS | BY | DATE     |
|-----------|----|----------|
| 1         | AW | 11-11-11 |
| 2         | AW | 11-11-11 |
| 3         | AW | 11-11-11 |
| 4         | AW | 11-11-11 |
| 5         | AW | 11-11-11 |
| 6         | AW | 11-11-11 |

150  
8/24/15

Howard F. Ostry & Associates, LLC  
Landscape Architects • Urban Design  
1201 N.W. 10th Street  
Fort Lauderdale, Florida 33304  
Phone: 954-566-4433  
Fax: 954-744-4460  
E-mail: hfo@hfoa.com

Waterfront Services, Inc.  
Landscape Specifications & Planting Diagrams  
1001 10th Street  
Lauder Park, Florida 33403

|          |          |
|----------|----------|
| DATE     | 11/11/11 |
| PROJECT  |          |
| LOCATION |          |
| SCALE    |          |
| BY       | AW       |
| CHECKED  |          |

Landscape Legend / Planting Diagrams and Specifications

### Tree Planting

Labels: TRUNK, CANOPY, ROOT SYSTEM, SOIL, MULCH, PLANTING PIT.

Specifications: 1. 12" DBH, 12' HT., 18" SPAN, 1' CT. 2. 18" DBH, 18' HT., 18" SPAN, 1' CT. 3. 24" DBH, 24' HT., 24" SPAN, 1' CT. 4. 30" DBH, 30' HT., 30" SPAN, 1' CT. 5. 36" DBH, 36' HT., 36" SPAN, 1' CT. 6. 42" DBH, 42' HT., 42" SPAN, 1' CT. 7. 48" DBH, 48' HT., 48" SPAN, 1' CT. 8. 54" DBH, 54' HT., 54" SPAN, 1' CT. 9. 60" DBH, 60' HT., 60" SPAN, 1' CT. 10. 66" DBH, 66' HT., 66" SPAN, 1' CT. 11. 72" DBH, 72' HT., 72" SPAN, 1' CT. 12. 78" DBH, 78' HT., 78" SPAN, 1' CT. 13. 84" DBH, 84' HT., 84" SPAN, 1' CT. 14. 90" DBH, 90' HT., 90" SPAN, 1' CT. 15. 96" DBH, 96' HT., 96" SPAN, 1' CT. 16. 102" DBH, 102' HT., 102" SPAN, 1' CT. 17. 108" DBH, 108' HT., 108" SPAN, 1' CT. 18. 114" DBH, 114' HT., 114" SPAN, 1' CT. 19. 120" DBH, 120' HT., 120" SPAN, 1' CT. 20. 126" DBH, 126' HT., 126" SPAN, 1' CT. 21. 132" DBH, 132' HT., 132" SPAN, 1' CT. 22. 138" DBH, 138' HT., 138" SPAN, 1' CT. 23. 144" DBH, 144' HT., 144" SPAN, 1' CT. 24. 150" DBH, 150' HT., 150" SPAN, 1' CT. 25. 156" DBH, 156' HT., 156" SPAN, 1' CT. 26. 162" DBH, 162' HT., 162" SPAN, 1' CT. 27. 168" DBH, 168' HT., 168" SPAN, 1' CT. 28. 174" DBH, 174' HT., 174" SPAN, 1' CT. 29. 180" DBH, 180' HT., 180" SPAN, 1' CT. 30. 186" DBH, 186' HT., 186" SPAN, 1' CT. 31. 192" DBH, 192' HT., 192" SPAN, 1' CT. 32. 198" DBH, 198' HT., 198" SPAN, 1' CT. 33. 204" DBH, 204' HT., 204" SPAN, 1' CT. 34. 210" DBH, 210' HT., 210" SPAN, 1' CT. 35. 216" DBH, 216' HT., 216" SPAN, 1' CT. 36. 222" DBH, 222' HT., 222" SPAN, 1' CT. 37. 228" DBH, 228' HT., 228" SPAN, 1' CT. 38. 234" DBH, 234' HT., 234" SPAN, 1' CT. 39. 240" DBH, 240' HT., 240" SPAN, 1' CT. 40. 246" DBH, 246' HT., 246" SPAN, 1' CT. 41. 252" DBH, 252' HT., 252" SPAN, 1' CT. 42. 258" DBH, 258' HT., 258" SPAN, 1' CT. 43. 264" DBH, 264' HT., 264" SPAN, 1' CT. 44. 270" DBH, 270' HT., 270" SPAN, 1' CT. 45. 276" DBH, 276' HT., 276" SPAN, 1' CT. 46. 282" DBH, 282' HT., 282" SPAN, 1' CT. 47. 288" DBH, 288' HT., 288" SPAN, 1' CT. 48. 294" DBH, 294' HT., 294" SPAN, 1' CT. 49. 300" DBH, 300' HT., 300" SPAN, 1' CT. 50. 306" DBH, 306' HT., 306" SPAN, 1' CT. 51. 312" DBH, 312' HT., 312" SPAN, 1' CT. 52. 318" DBH, 318' HT., 318" SPAN, 1' CT. 53. 324" DBH, 324' HT., 324" SPAN, 1' CT. 54. 330" DBH, 330' HT., 330" SPAN, 1' CT. 55. 336" DBH, 336' HT., 336" SPAN, 1' CT. 56. 342" DBH, 342' HT., 342" SPAN, 1' CT. 57. 348" DBH, 348' HT., 348" SPAN, 1' CT. 58. 354" DBH, 354' HT., 354" SPAN, 1' CT. 59. 360" DBH, 360' HT., 360" SPAN, 1' CT. 60. 366" DBH, 366' HT., 366" SPAN, 1' CT. 61. 372" DBH, 372' HT., 372" SPAN, 1' CT. 62. 378" DBH, 378' HT., 378" SPAN, 1' CT. 63. 384" DBH, 384' HT., 384" SPAN, 1' CT. 64. 390" DBH, 390' HT., 390" SPAN, 1' CT. 65. 396" DBH, 396' HT., 396" SPAN, 1' CT. 66. 402" DBH, 402' HT., 402" SPAN, 1' CT. 67. 408" DBH, 408' HT., 408" SPAN, 1' CT. 68. 414" DBH, 414' HT., 414" SPAN, 1' CT. 69. 420" DBH, 420' HT., 420" SPAN, 1' CT. 70. 426" DBH, 426' HT., 426" SPAN, 1' CT. 71. 432" DBH, 432' HT., 432" SPAN, 1' CT. 72. 438" DBH, 438' HT., 438" SPAN, 1' CT. 73. 444" DBH, 444' HT., 444" SPAN, 1' CT. 74. 450" DBH, 450' HT., 450" SPAN, 1' CT. 75. 456" DBH, 456' HT., 456" SPAN, 1' CT. 76. 462" DBH, 462' HT., 462" SPAN, 1' CT. 77. 468" DBH, 468' HT., 468" SPAN, 1' CT. 78. 474" DBH, 474' HT., 474" SPAN, 1' CT. 79. 480" DBH, 480' HT., 480" SPAN, 1' CT. 80. 486" DBH, 486' HT., 486" SPAN, 1' CT. 81. 492" DBH, 492' HT., 492" SPAN, 1' CT. 82. 498" DBH, 498' HT., 498" SPAN, 1' CT. 83. 504" DBH, 504' HT., 504" SPAN, 1' CT. 84. 510" DBH, 510' HT., 510" SPAN, 1' CT. 85. 516" DBH, 516' HT., 516" SPAN, 1' CT. 86. 522" DBH, 522' HT., 522" SPAN, 1' CT. 87. 528" DBH, 528' HT., 528" SPAN, 1' CT. 88. 534" DBH, 534' HT., 534" SPAN, 1' CT. 89. 540" DBH, 540' HT., 540" SPAN, 1' CT. 90. 546" DBH, 546' HT., 546" SPAN, 1' CT. 91. 552" DBH, 552' HT., 552" SPAN, 1' CT. 92. 558" DBH, 558' HT., 558" SPAN, 1' CT. 93. 564" DBH, 564' HT., 564" SPAN, 1' CT. 94. 570" DBH, 570' HT., 570" SPAN, 1' CT. 95. 576" DBH, 576' HT., 576" SPAN, 1' CT. 96. 582" DBH, 582' HT., 582" SPAN, 1' CT. 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DBH, 1788' HT., 1788" SPAN, 1' CT. 298. 1794" DBH, 1794' HT., 1794" SPAN, 1' CT. 299. 1800" DBH, 1800' HT., 1800" SPAN, 1' CT. 300. 1806" DBH, 1806' HT., 1806" SPAN, 1' CT. 301. 1812" DBH, 1812' HT., 1812" SPAN, 1' CT. 302. 1818" DBH, 1818' HT., 1818" SPAN, 1' CT. 303. 1824" DBH, 1824' HT., 1824" SPAN, 1' CT. 304. 1830" DBH, 1830' HT., 1830" SPAN, 1' CT. 305. 1836" DBH, 1836' HT., 1836" SPAN, 1' CT. 306. 1842" DBH, 1842' HT., 1842" SPAN, 1' CT. 307. 1848" DBH, 1848' HT., 1848" SPAN, 1' CT. 308. 1854" DBH, 1854' HT., 1854" SPAN, 1' CT. 309. 1860" DBH, 1860' HT., 1860" SPAN, 1' CT. 310. 1866" DBH, 1866' HT., 1866" SPAN, 1' CT. 311. 1872" DBH, 1872' HT., 1872" SPAN, 1' CT. 312. 1878" DBH, 1878' HT., 1878" SPAN, 1' CT. 313. 1884" DBH, 1884' HT., 1884" SPAN, 1' CT. 314. 1890" DBH, 1890' HT., 1890" SPAN, 1' CT. 315. 1896" DBH, 1896' HT., 1896" SPAN, 1' CT. 316. 1902" DBH, 1902' HT., 1902" SPAN, 1' CT. 317. 1908" DBH, 1908' HT., 1908" SPAN, 1' CT. 318. 1914" DBH, 1914' HT., 1914" SPAN, 1' CT. 319. 1920" DBH, 1920' HT., 1920" SPAN, 1' CT. 320. 1926" DBH, 1926' HT., 1926" SPAN, 1' CT. 321. 1932" DBH, 1932' HT., 1932" SPAN, 1' CT. 322. 1938" DBH, 1938' HT., 1938" SPAN, 1' CT. 323. 1944" DBH, 1944' HT., 1944" SPAN, 1' CT. 324. 1950" DBH, 1950' HT., 1950" SPAN, 1' CT. 325. 1956" DBH, 1956' HT., 1956" SPAN, 1' CT. 326. 1962" DBH, 1962' HT., 1962" SPAN, 1' CT. 327. 1968" DBH, 1968' HT., 1968" SPAN, 1' CT. 328. 1974" DBH, 1974' HT., 1974" SPAN, 1' CT. 329. 1980" DBH, 1980' HT., 1980" SPAN, 1' CT. 330. 1986" DBH, 1986' HT., 1986" SPAN, 1' CT. 331. 1992" DBH, 1992' HT., 1992" SPAN, 1' CT. 332. 1998" DBH, 1998' HT., 1998" SPAN, 1' CT. 333. 2004" DBH, 2004' HT., 2004" SPAN, 1' CT. 334. 2010" DBH, 2010' HT., 2010" SPAN, 1' CT. 335. 2016" DBH, 2016' HT., 2016" SPAN, 1' CT. 336. 2022" DBH, 2022' HT., 2022" SPAN, 1' CT. 337. 2028" DBH, 2028' HT., 2028" SPAN, 1' CT. 338. 2034" DBH, 2034' HT., 2034" SP



# **New Business**

# TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 6*

Agenda Title: Amendment Eleven (11) Palm Beach County Sheriff's Proposed FY 16 Budget Amendment.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

Approved by Town Manager

Date: *8-19-15*

John O. D'Agostino

Name/Title

|   |   |  |
|---|---|--|
| <p><b>Originating Department:</b><br/><br/>Town Manager/Finance</p>   | <p>Costs: \$ 2,760,914<br/>Funding Source: General Fund<br/>Acct. # 200-34010<br/><input checked="" type="checkbox"/> Finance <i>ELK</i></p>                  | <p><b>Attachments:</b><br/>1). Eleventh Amendment<br/>2). Law Enforcement Services Budget<br/>3). Lake Park Budget Narrative</p> |
| <p><b>Advertised:</b><br/>Date: _____<br/>Paper: _____<br/><input checked="" type="checkbox"/> Not Required</p> | <p>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.</p> | <p>Yes I have notified everyone _____<br/>or<br/>Not applicable in this case JOD<br/><br/><b>Please initial one.</b></p>         |

**Summary Explanation/Background:**

The Town of Lake Park's Public Safety operations are provided to the town by the Palm Beach County Sheriff's Department. The Department currently consists of One Lieutenant, Three Sergeants, Nineteen Deputies and one Administrative Assistant. In addition, there are nine crossing guards. The eleventh amendment provides for one additional Crossing Guard and one FT Law Enforcement Administrative Aide. The net increase of one additional FTE will be added to the FY 16 budget for the Palm Beach County Sheriff's Office operating in the Town of Lake Park.

Amendment eleven increases the PBCSO budget for Lake Park by \$73,464 or \$2,722,314 a 2.77 % increase over last year's budget. The FY 15 budget was \$2,648,850. The FY 16 budget is

\$2,722,314 including the one additional FTE Law Enforcement Administrative Aide. The increase from nine to ten crossing guards is a requirement of the Florida Department of Transportation and is not part of the municipal operating budget for the Town of Lake Park.

The total budget for the Palm Beach County Sheriff's Office is \$2,760,914 inclusive of \$1,600 for Telephone, \$10,000 for utilities, \$2,000 for refuse service and \$25,000 for Gasoline and or Diesel Fuel.

**Recommended Motion:** Move to approve the operating budget for the Palm Beach County Sheriff's Office to provide public safety services to the Town of Lake Park in the amount of \$2,760,914. Such amount includes an increase of one FTE Law Enforcement Administrative Aide.

**ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK**

This Eleventh Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, and a Tenth Addendum effective October 01, 2014, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to adjust the level of service by adding one Law Enforcement Service Aide and one School Crossing Guard allocation and set forth the consideration for the third year of the extended contract term.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the Town are reflected in revised Exhibit A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2015.
2. Article 6, Section 6.1, of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2015 through September 30, 2016, as follows: The total cost of personnel and equipment shall be \$2,722,314.00. The monthly payments shall be \$226,859.50.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**THE TOWN OF LAKE PARK**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
James DuBois

Title: Sheriff

Title: MAYOR

Witness: \_\_\_\_\_  
Daniel Smith, Major

Witness: \_\_\_\_\_  
Vivian Mendez, Town Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A" \*

| <b>Previous District 10 Allocations</b> |           | <b>Current District 10 Allocations</b> |           |
|---|-----------|--|-----------|
| Title                                   | Quantity  | Title                                  | Quantity  |
| Lieutenant LE                           | 1         | Lieutenant LE                          | 1         |
| Sergeant LE                             | 3         | Sergeant LE                            | 3         |
| Deputy Sheriff LE                       | 19        | Deputy Sheriff LE                      | 19        |
| Administrative Secretary                | 1         | Administrative Secretary               | 1         |
| Crossing Guard                          | 9         | Crossing Guard**                       | 10        |
| Law Enforcement Service Aide            | 0         | Law Enforcement Service Aide***        | 1         |
| <b>TOTAL</b>                            | <b>33</b> | <b>TOTAL</b>                           | <b>35</b> |

\* This Exhibit A is adopted as part of the Eleventh Addendum to the Agreement effective October 01, 2015.

\*\*The former 9 crossing guard allocations have been changed to 10 in order to meet FDOT standards.

\*\*\* The Law Enforcement Service Aide position has been added with an annual additional cost of \$73,464 and is for 40 hours per week.

7/9-330-345 pm

**TOWN OF LAKE PARK - ANNUAL BUDGET**  
**LAW ENFORCEMENT SERVICES (GF 200)**  
**DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES**  
**FISCAL YEAR 2015-16**

The policing and security duties for the Town are contracted to the Palm Beach County Sheriff's Office (PBSO).

The eleventh addendum to the contract, the Lake Park Law Enforcement Service Agreement, has been proposed by the Palm Beach County Sheriff's Office at a \$73,464 increase for Fiscal Year 2016. This brings the annual amount to \$2,722,314 a 2.77% increase.

The increase includes an additional Law Enforcement Service Aide and an additional Crossing Guard.

**TOWN OF LAKE PARK - ANNUAL BUDGET  
LAW ENFORCEMENT SERVICES (GF 200)  
DEPARTMENTAL BUDGET SUMMARY**

**FISCAL YEAR 2015-16**

**Schedule 1**

|                              | Actual Expenses<br>2012-13 | Actual Expenses<br>2013-14 | Budget<br>2014-15 | Estimate for<br>the Year<br>2014-15 | Department<br>Proposed<br>2015-16 | Manager<br>Proposed<br>2015-16 | Adopted<br>Budget<br>2015-16 |
|------------------------------|----------------------------|----------------------------|-------------------|-------------------------------------|-----------------------------------|--------------------------------|------------------------------|
| Personal Services            |                            |                            |                   |                                     |                                   |                                |                              |
| Operating Expenses           | 2,610,559                  | 2,670,582                  | 2,689,498         | 2,677,029                           | 2,760,914                         | -                              | -                            |
| Capital Outlay               | -                          | -                          | -                 | -                                   | -                                 | -                              | -                            |
| Debt Service                 | -                          | -                          | -                 | -                                   | -                                 | -                              | -                            |
| Non-Operating                | -                          | -                          | -                 | -                                   | -                                 | -                              | -                            |
| Total Expenses               | 2,610,559                  | 2,670,582                  | 2,689,498         | 2,677,029                           | 2,760,914                         | -                              | -                            |
| <b>Personnel Recap</b>       |                            |                            |                   |                                     |                                   |                                |                              |
| Lieutenant                   |                            |                            |                   | 1.00                                | 1.00                              |                                |                              |
| Sergeants                    |                            |                            |                   | 3.00                                | 3.00                              |                                |                              |
| Deputy Sheriffs              |                            |                            |                   | 19.00                               | 19.00                             |                                |                              |
| Administrative Secretary     |                            |                            |                   | 1.00                                | 1.00                              |                                |                              |
| Law Enforcement Service Aide |                            |                            |                   | ---                                 | 1.00 ✓                            | 73,464                         |                              |
| School Crossing Guards       |                            |                            |                   | 9.00                                | 10.00 ✓                           |                                |                              |
|                              |                            |                            |                   | 33.00                               | 35.00                             | 0.00                           | 0.00                         |

*STATE LAW REQUIREMENT*

**TOWN OF LAKE PARK - ANNUAL BUDGET  
LAW ENFORCEMENT SERVICES (GF 200)  
DEPARTMENTAL BUDGET DETAIL**

**FISCAL YEAR 2015-16**

**Schedule 2**

| ACCOUNT NUMBER       | DESCRIPTION                     | ACTUAL<br>2012-13 | ACTUAL<br>2013-14<br>↑ | CURRENT<br>YEAR<br>BUDGET<br>2014-15 | ACTUAL<br>AS OF<br>05/31/15 | ESTIMATE<br>FOR THE<br>YEAR<br>2014-15 | THE DEPT.<br>PROPOSED<br>BUDGET BY<br>2015-16 | TOWN MGT.<br>PROPOSED<br>BUDGET<br>2015-16 | ADOPTED<br>BUDGET<br>2015-16 |
|----------------------|---------------------------------|-------------------|------------------------|--------------------------------------|-----------------------------|--|---|--|------------------------------|
| 001-52-521-200-34010 | Contract PBC Sheriff            | 2,571,200         | 2,622,624              | 2,648,850                            | 1,765,900                   | 2,648,850                              | 2,722,314                                     |  |                              |
| 001-52-521-200-41100 | Telephone                       | 2,371             | 2,628                  | 1,600                                | 1,338                       | 2,007                                  | 1,600   |  |                              |
| 001-52-521-200-43000 | Utilities                       | 10,863            | 9,699                  | 10,000                               | 5,713                       | 8,570                                  | 10,000  |  |                              |
| 001-52-521-200-43250 | Garbage & Trash                 | 1,108             | 1,094                  | 2,000                                | 1,066                       | 1,599                                  | 2,000   |  |                              |
| 001-52-521-200-45000 | Insurance                       | 1,626             | 1,891                  | 1,448                                |                             | -                                      | -   |  |                              |
| 001-52-521-200-49101 | Property Tax                    | -                 | -                      | 600                                  | -                           | -                                      | -   |  |                              |
| 001-52-521-200-52100 | Gasoline & Diesel Fuel          | 23,391            | 32,646*                | 25,000                               | 10,669                      | 16,004                                 | 25,000  |  |                              |
|                      | <b>TOTAL OPERATING EXPENSES</b> | <b>2,610,559</b>  | <b>2,670,582</b>       | <b>2,689,498</b>                     | <b>1,784,686</b>            | <b>2,677,029</b>                       | <b>2,760,914</b>                              | <b>-</b>                                   | <b>-</b>                     |
|                      | <b>TOTAL DEPT EXPENDITURES</b>  | <b>2,610,559</b>  | <b>2,670,582</b>       | <b>2,689,498</b>                     | <b>1,784,686</b>            | <b>2,677,029</b>                       | <b>2,760,914</b>                              | <b>-</b>                                   | <b>-</b>                     |

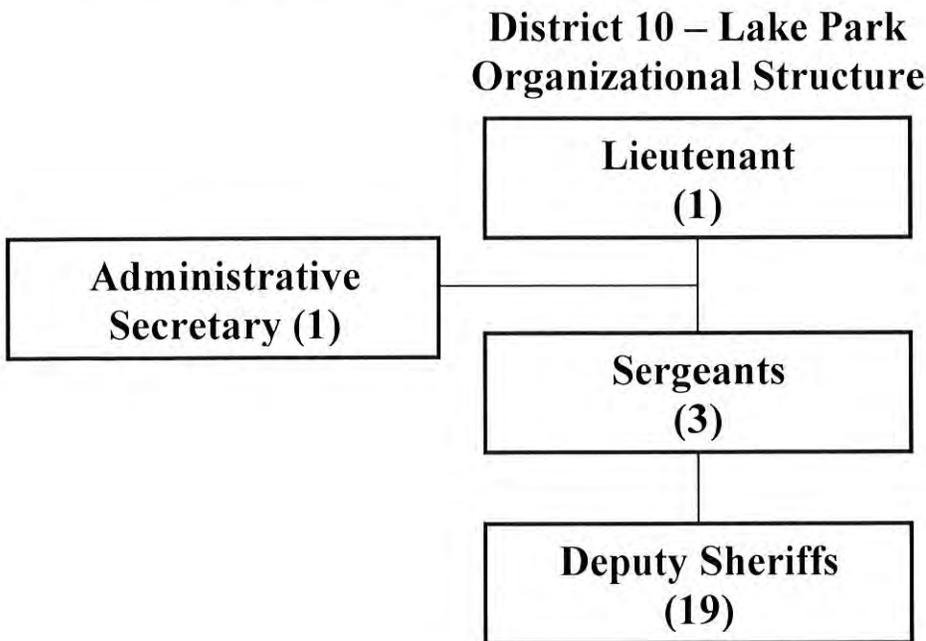
**Section 4302 District 10 – Lake Park  
Fiscal Years 2015-2016 Budget Narrative**

**I. Section Description and Primary Functions**

Section 4302: District 10 is a contract established on October 1, 2001 with the Town of Lake Park, Florida. The Town of Lake Park is located in the northeastern part of Palm Beach County and is bordered by the municipalities of Riviera Beach, Palm Beach Gardens, and North Palm Beach. The town is approximately 2.5 square miles in size and has an estimated population of 8,477. The primary function of this section is to provide law enforcement services to the town.

**II. Organizational Structure of Section**

District 10 consists of one (1) Lieutenant, three (3) Sergeants, nineteen (19) deputies, and one (1) Administrative Secretary.



**III. FY 2014 Accomplishments**

**Patrol Activities:**

- Total Events: 36,358
- Total Events w/Case Numbers: 3,066
- Total Cases Cleared by Arrest: 26
- Total Directed Patrols: 22,504
- Total Traffic Stops: 2,253
- Total Citations Written: 2,683

## **Other Programs and Initiatives:**

- Attended all of the Lake Park Community Watch meetings during the year and provided crime updates and crime prevention information.
- Continued to send crime updates and crime prevention information to residents and businesses via the Lake Park Community Email system and Town of Lake Park webpage.
- Worked with the PBSO Webmaster to update the District 10 webpage.
- Provided traffic control assistance to Lake Park Elementary school.
- Continue to train assigned deputies in expertise fields.
- PBSO Crime Prevention Deputies conducted several Crime Prevention Surveys for businesses in the town.
- Provided extra security for the Town's annual event "Lake Park Chili Cook Off" at Kelsey Park April 5th, 2014.
- Continued to document and clean up graffiti as quickly as possible. Collaborated with Lake Park Code Enforcement and Town of Lake Park Public Works to address those locations that refused to clean up the graffiti. Also utilized the PBSO Graffiti Busters during the year.
- Completed annual inventory with no discrepancies.
- District participated in the (vehicle theft prevention) Bait Car program.
- All District 10 personnel completed in-service training for 2014.
- Collaborated with the Lake Park COP Unit to set up deputy/COP ride-a-long schedule.
- *Holiday Action Plan 2014: District 10 personnel along with assistance from the Lake Park COP conducted increased patrols in the various shopping areas of the town during the holiday shopping season. During this time, over 2000 directed/business patrols were conducted in marked/unmarked vehicles, on bicycles, from the air, and foot.*
- The District 10 Community Events Deputy participated in the November 2014 food drive to help feed needy families. We provided 11 boxed meals including turkey, stuffing, rolls, corn and green beans.
- Collaborated with the District 3 Street Team and other PBSO districts in "Operation Just Cause".
- Completion of SARA plans "Open Air Drug Market" resulting in multiple arrests.
- Conducted Operation Plans in the district.
  - Operation Rough Rider
  - Operation Smash & Grab

- Continue to identify and create a list of vacant properties in the residential areas of the town.
- Provided extra security for the Town's annual event "Seafood Fest" on Park Avenue November 22<sup>nd</sup> and 23<sup>rd</sup> 2014.
- Collaborated with S.P.O.T. unit to conduct several checks on all registered sexual predators/offenders in the Town of Lake Park throughout the year.
- Provided a deputy for security at monthly Special Magistrate Hearings at Town Hall.
- Attended all Town of Lake Park Town Council Meetings.
- Attended all Town Senior Staff Meetings.
- Continue Crime Prevention/safety public service message for the residents and broadcasted on the Town's in-house cable channel.
- Participated in "Shop with a Cop" December 12<sup>th</sup>, 2014.
- Continuing D.A.R.T. certifications for new District 10 deputies.
- Attended NAMAC and WAMAC monthly meetings.
- Collaborated with local church programs.
- Collaborated with the Club 100 Charities and participated in the opening of the Lake Park Outreach Center.
- Participated in the "Chaplin" Ride-along" program.
- Conducted numerous "Crime Stopper" investigations.
- Continue to participate in the "Pill Drop" box program.
- Continue to participate in the "Decoy Car" crime prevention program.
- Conducted and identified local Gang members.
- Participated in the "homeless" registry program.
- Conducted the "House Watch" service program.
- Continue to eradicate local illegal massage parlors.
- Collaborated with Strategic Intelligence to form "intelligence liaison deputies".

#### **IV. 2015 Priorities**

- Public safety.
- Quality of life issues.
- Crime reduction.
- Maintain and improve relationships/partnerships with local law enforcement via intelligence sharing.
- Continue to improve Community Oriented Policing efforts within the Town of Lake Park.
- Support Lake Park Community Watch Program in increasing community participation.
- Collaborate with the COP program on various initiatives to include recruitment of members, more active patrols, parking enforcement activities.
- Use problem solving and partnerships to decrease crime in the town.
- Continue to improve the district's communication with business owners and town residents through a variety of methods.

#### **V. 2016 Objectives**

- Public safety.
- Crime reduction/eradication.
- Traffic enforcement (speed/crash reduction)
- Directed patrol initiatives
- Enhance community oriented policing efforts.
- Decreased call response times.
- Enhance community relations.
- Foster quality of life issues/initiatives
- Eliminate problematic panhandling issues.
- Enhance partnerships with local law enforcement agencies.
- Continued partnership with Club 100 Charities and the Town of Lake Park Outreach Center.

# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015      Agenda Item No. *Tab 7*

Agenda Title: Authorizing the Mayor to execute an Interlocal Agreement between Lake Park and Palm Beach County Fire/Rescue

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: *for 12 City 8-17-15*

Approved by Town Manager \_\_\_\_\_ Date: 8-17-15

*BKR*  
 Blake K. Rane Finance Director  
 Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br><b>FINANCE</b>  | Costs: \$<br>Funding Source:<br>Acct. #<br><input checked="" type="checkbox"/> Finance ___BKR___   | <b>Attachments:</b><br><br><b>Interlocal Agreement</b>   |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case <u>_BKR_</u><br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

With the change to the funding method for Palm Beach County Fire/Rescue, Palm Beach County (the County) requests that the Town of Lake Park (the Town) enter into an Interlocal Agreement that exempts the Fire/Rescue MSTU from payment of tax increment (TIF) funds to the Lake Park CRA. The related TIF for the MSTU millage was and should remain the Town's responsibility. The schedule below demonstrated that this is not an added expense for the Town.

| Calculation of Tax Increment if the MSTU was NOT enacted |   |
|--|---|
| CRA Taxable Value  | \$ 46,792,836   |
| Town Millage Rate  | 8.8055  |
| TIF formula  | Taxable value divided by 1,000 times millage rate times 95% |
| Town Responsibility                                      | \$ 391,433  |

| Calculation of Tax Increment after the MSTU was enacted |   |
|---|---|
| CRA Taxable Value                                       | \$ 46,792,836   |
| Town Millage Rate                                       | 5.3474  |
| PBC F/R Millage Rate                                    | 3.4581  |
| Combined Millage Rate                                   | 8.8055  |
| TIF formula   | Taxable value divided by 1,000 times combined millage rates times 95% |
| Town Responsibility                                     | \$ 391,433  |

**Recommended Motion:**

I move to authorize the Mayor to execute the interlocal agreement for fire/rescue MSTU CRA Exemption.

**INTERLOCAL AGREEMENT FOR FIRE/RESCUE MSTU CRA EXEMPTION BY AND BETWEEN  
THE TOWN OF LAKE PARK AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT FOR FIRE/RESCUE MSTU CRA EXEMPTION (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the “Town”) and the PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County or “Fire-Rescue”), by and through its Board of County Commissioners.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(1)(q) and (r), Florida Statutes, established the Fire/Rescue Municipal Service Taxing Unit (hereinafter the “Fire/Rescue MSTU”) as a mechanism for the provision and funding of County fire protection and emergency medical services; and

**WHEREAS**, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Fire/Rescue MSTU; and

**WHEREAS**, the Town adopted Ordinance No. 12-2014 consenting to its inclusion in the County’s Fire/Rescue MSTU, as of December 31, 2014, as a mechanism to fund and provide County fire-rescue services within the Town commencing October 1, 2015; and the County adopted County Ordinance No. 2014-038, to approve the inclusion of the Town within the County’s Fire/Rescue MSTU; and

**WHEREAS**, the Town adopted Town Resolution 65-1996 and Town Ordinance 2-1999 to establish and fund the Lake Park Community Redevelopment Agency (the “Lake Park CRA”), in accordance with and subject to Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, Section 163.387(3)(b), Florida Statutes, provides that an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may contain alternate provisions that supersede the provisions of Section 163.387, Florida Statutes, with respect to that taxing authority; and

**WHEREAS**, pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes, the Town and the County desire to enter into this interlocal agreement to exempt the Fire/Rescue MSTU from the Lake Park CRA and from any and all other community redevelopment agencies created by the Town, whether now in existence or subsequently created hereafter, and from the payment of tax increment funds to any and all such agencies; and

**WHEREAS**, both the Town and the County believe that the public interest is promoted by the Town's participation in the Fire/Rescue MSTU as a method to receive and fund fire-rescue services from the County, and by the exemption of the Fire/Rescue MSTU from the Lake Park CRA and any other Town community redevelopment agencies, and from the payment of tax increment funds to such agencies; and

**NOW, THEREFORE**, the Town and County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. INCORPORATION OF FACTS**

The facts set forth above in the preamble to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement.

**SECTION 2. FIRE/RESCUE MSTU**

The parties hereby acknowledge that each has adopted an ordinance to include the Town within the County's Fire/Rescue MSTU as of December 31, 2014, as a mechanism to fund and provide County fire-rescue services within the Town commencing October 1, 2015; and that the level of funding available to fund Fire-Rescue services within the Fire/Rescue MSTU, including within the Town, is subject to the non-delegable discretion and determination of the Board of County Commissioners through its budgetary process.

**SECTION 3. LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

Pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes, the Fire/Rescue MSTU is hereby exempted from the Lake Park Community Redevelopment Agency and from any and all other community redevelopment agencies created by the Town, whether now in existence or subsequently created hereafter, and from the payment of tax increment funds to any and all such agencies. This provision shall supersede any contrary provisions of Section 163.387, Florida Statutes, pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes.

**SECTION 4. TERM**

This Agreement shall take effect retroactively to December 31, 2014, and continue in effect for as long as the Town of Lake Park remains in the Fire/Rescue MSTU. This Agreement shall not be terminated except upon written agreement between the parties.

**SECTION 5. REPRESENTATIVE AND CONTRACT MONITOR**

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7001. The Town's representative and contract monitor during the term of this Agreement shall be the Town Manager whose telephone number is 561-881-3304.

**SECTION 6. ASSIGNMENT OF RIGHTS**

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

**SECTION 7. RECORDS RETENTION**

The County and Town shall maintain all records associated with this Agreement, including all accounts, financial and technical records, research and reports in accordance with Florida law.

**SECTION 8. AMENDMENTS**

The terms of this Agreement shall not be amended, supplemented, waived, or changed without the written approval of the parties.

**SECTION 9. ANNUAL APPROPRIATION**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

**SECTION 10. RELATIONSHIP OF EMPLOYEES**

This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**SECTION 11. LIABILITY**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be liable for its own actions and negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

**SECTION 12. FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**SECTION 13. GOVERNMENTAL POWERS**

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers, or any other powers or functions of either party. This Agreement shall not constitute a transfer of powers or functions pursuant to Article VIII, Section 4, of the Florida Constitution. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision and supervision of fire-rescue services to and within the Town shall remain with the Town. The parties acknowledge that this Agreement is an interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when

performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or Town officials.

**SECTION 14. ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

**SECTION 15. NOTICE**

All notices required to be given under this Agreement shall be in writing, and unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified Mail, postage prepaid, to the following:

**As to the County:**

Fire-Rescue Administrator  
Palm Beach County Fire-Rescue  
405 Pike Road  
West Palm Beach, Florida 33411-3815

**As to the Town:**

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

**SECTION 16. REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or the Town.

**SECTION 17. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

**SECTION 18. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**SECTION 19. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**SECTION 20. NONDISCRIMINATION**

The Town and County each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

**SECTION 21. SEVERABILITY**

In the event that a court of competent jurisdiction holds any section, paragraph, sentence, clause, or provision hereof invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**SECTION 22. SURVIVABILITY**

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive said expiration or earlier termination of this Agreement.

**SECTION 23. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

**SECTION 24. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

**ATTEST:**

**SHARON R. BOCK, Clerk & Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Shelley Vana, Mayor

**APPROVED AND TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Fire-Rescue

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**TOWN OF LAKE PARK,  
FLORIDA, BY ITS TOWN COMMISSION**

By: \_\_\_\_\_  
James DuBois, Mayor

# TAB 8



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** September 2, 2015      **Agenda Item No.** *Tab 8*

**Agenda Title:**      **Setting the 2015-2016 Non-Ad Valorem Assessed Sanitation Rates**

- SPECIAL PRESENTATION/REPORTS       CONSENT AGENDA
- BOARD APPOINTMENT       OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

**Approved by Town Manager** *[Signature]*      **Date:** 8-17-15

**Blake K. Rane** *BKR* **Finance Director**  
Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br><p style="text-align: center;"><b>FINANCE</b></p>               | Costs: \$<br>Funding Source:<br>Acct. #<br><input checked="" type="checkbox"/> Finance ____ BKR ____   | <b>Attachments:</b><br><br><b>Copy of Resolution 20-07-14 with Exhibits A &amp; B</b>                                  |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case <u>_BKR_</u><br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

Each fiscal year, the Commission must either renew the existing non-Ad Valorem Residential and Commercial Sanitation rates by motion or adjust the rate as it sees fit by Resolution.

The Sanitation rates were adjusted in July 2014 pursuant to Resolution 20-07-14, a copy of which is attached along with Exhibits A & B which show the details of the 2014 rates. Staff recommends that no adjustment be made to the rates and that they be held constant.

**Recommended Motion:**

I move that the non-Ad Valorem Sanitation rates for fiscal year 2015-2016 be set at the rates set forth in Exhibits A & B.

**RESOLUTION NO. 20-07-14**

**A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE SCHEDULE OF FEES AND CHARGES FOR RESIDENTIAL, GOVERNMENTAL AND COMMERCIAL REFUSE AND RECYCLABLES COLLECTION SERVICES; PROVIDING FOR LATE FEES, FREQUENCY OF BILLING AND OTHER MATTERS RELATING TO COLLECTION POLICY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 24-111 of the Lake Park Code provides that the Town Commission shall set rates, fees and charges for residential, governmental and commercial refuse and recyclables collection services by Resolution or other official action; and

**WHEREAS**, said Section provides for establishment of policy pertaining to billing collection and related administrative policies by Resolution or other official action;

**WHEREAS**, the Town has determined that it is the best interest of the Town to establish the rates, fees and charges for Residential, Governmental, and Commercial refuse and recyclables collection services as described in "EXHIBIT A" and "EXHIBIT B" and attached hereto.

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

**SECTION I**

The rates, fees, charges, billing, collection and related administrative policies for Residential, Governmental and Commercial refuse and recyclables collection services as provided in the attached Exhibit A and Exhibit B are hereby established.

**SECTION II**

Repeal prior Resolution of former rates.

**SECTION III**

This Resolution shall take effect upon adoption.

EXHIBIT A

RESIDENTIAL COLLECTION SERVICE FEES  
(Base Level of Service)

ANNUAL ASSESSMENT PER UNIT

|                       |          |
|-----------------------|----------|
| Single-Family         | \$215.49 |
| Mobile Homes          | \$215.49 |
| Multi-Family <5/bldg. | \$215.49 |
| Multi-Family >4/bldg. | \$145.93 |

**I**     BASE LEVEL OF SERVICE:

1.     Can Service - (Garbage/household trash)  
Twice (2x) / week - Monday and Thursday
2.     Dumpster Service - (Garbage/household trash)  
minimum twice (2x) / week
3.     Vegetation - (Bagged clippings/bulk cuttings)  
less than twenty (20) cubic yards – Monday
4.     Bulk Household Trash (furniture, white goods, etc.)  
less than twenty (20) cubic yards -Thursday
5.     Recyclables - once (1x)/week - Wednesday

**II**    SPECIAL PICKUPS:

1.     Large vegetation piles: (Mondays) Greater than twenty (20) cubic yards (one truck load) shall be assessed \$35.00 per truck load plus the cost of disposal at the Palm Beach County Solid Waste Authority.
2.     Non-containerized household trash: (Thursdays) Greater than twenty (20) cubic yards (one truck load) shall be assessed \$35.00 per truck load plus the cost of disposal at the Palm Beach County Solid Waste Authority.
3.     Special Pickup Charge - In addition to special pickup and other charges, there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service" Exhibit A, Section I.

**ADMINISTRATIVE POLICIES:**

Frequency of Billing: Owner billed on a monthly basis for special pickups.

Late Fees: \$15.00 or 1.5% (whichever is greater) per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.

Service Removal and Reinstatement (Multi-Family residential): a service charge will be required for the removal of service and reinstatement of service for non-payment. The charges will be as follows;

- First offense \$100.00
- Second offense \$200.00
- Third and subsequent offense \$500.00

101 gallon (grey) Garbage Can Replacement (Single-Family): Owner or occupant of the residence may request a new garbage can for a \$75.00 replacement charge.

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

EXHIBIT B

COMMERCIAL PROPERTY ASSESSMENT SCHEDULE  
(Base Level of Service)

| <u>COMMERCIAL CLASS</u> | <u>ANNUAL ASSESSMENT/SQUARE FOOT</u> |
|-------------------------|--------------------------------------|
| Low generator class     | \$0.016                              |
| Medium generator class  | \$0.060                              |
| High generator class    | \$0.214                              |
| Non-generator class     | \$0.016                              |

The above schedule is applicable to an annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.

| <u>AGRICULTURAL CLASS</u> | <u>ANNUAL RATE</u> |
|---------------------------|--------------------|
| 0 - 10 Acres              | \$53.75            |
| 11 - 99 Acres             | \$5.38/acre        |
| 100 + Acres               | \$537.50           |

**I BASE LEVEL OF SERVICE**

1. Collection service to be scheduled minimum, once (1x) / week for properties generating trash only and minimum twice (2x) / week for properties generating garbage and trash.

**COMMERCIAL DUMPSTER (COLLECTION & DISPOSAL) RATE CHART**

|             | <b>1X</b>     | <b>2X</b>     | <b>3X</b>     | <b>4X</b>       | <b>5X</b>       |
|-------------|---------------|---------------|---------------|-----------------|-----------------|
| <b>.5CY</b> | <b>18.54</b>  | <b>37.09</b>  | <b>55.63</b>  | <b>74.18</b>    | <b>92.72</b>    |
| <b>2CY</b>  | <b>74.21</b>  | <b>148.41</b> | <b>222.61</b> | <b>296.83</b>   | <b>371.04</b>   |
| <b>3CY</b>  | <b>111.31</b> | <b>222.61</b> | <b>333.92</b> | <b>445.22</b>   | <b>556.53</b>   |
| <b>4CY</b>  | <b>148.41</b> | <b>296.83</b> | <b>445.22</b> | <b>593.66</b>   | <b>742.07</b>   |
| <b>6CY</b>  | <b>222.61</b> | <b>445.22</b> | <b>667.83</b> | <b>890.44</b>   | <b>1,113.06</b> |
| <b>8CY</b>  | <b>296.83</b> | <b>593.66</b> | <b>890.49</b> | <b>1,187.32</b> | <b>1,484.15</b> |

The above schedule reflects the Town's current collection rate (\$6.462 per cubic yard of container) plus the Palm Beach County Solid Waste Authority's (SWA) current fiscal year 2014 disposal rate of \$2.814 per cubic yard (total collection and disposal rate = \$9.276 per cu. yd.). The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges \$42.00 per ton for disposal. (134 lbs. per cu. yd. x \$42 per ton / 2000 lbs. per ton = \$2.814 per cubic yard disposal fee). By this resolution, the Town's collection rate shall remain at \$6.462 per cubic yard of container; the rate chart may be modified based upon SWA's annual disposal rate adjustments.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the Town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the Town.

2. Can Service - Trash Only - minimum once (1x)/week, Monday Only  
Garbage/trash twice (2x) / week - Monday and Thursday
3. Dumpster Service - Trash Only - minimum once (1x)/week  
Garbage/trash minimum twice (2x) / week
4. Vegetation - (Bagged clippings/bulk cuttings) less than twenty (20)  
cubic yards - Tuesday
5. Bulk Trash (furniture, white goods, etc.) less than twenty (20) cubic  
yards - Thursday
6. Recyclables – 101 gallon can or bins/ once (1x) / week - Wednesday  
Cardboard dumpsters - once (1x) or twice (2x) / week - Tuesday  
and/or Thursday

## II **SPECIAL PICKUPS: CUSTOMER MUST CALL FOR SPECIAL PICKUP**

1. Assigned container - \$9.276 per cubic yard container capacity  
(\$6.462 collection rate + \$2.814 disposal rate) above the  
regularly scheduled service amount calculated on the basis of SWA waste  
generation data/property/year. In addition to the \$9.276 per cubic  
yard rate, there will be an additional fee of \$25.00 charged for the special  
pickup of the assigned container.
2. Non-containerized Trash – (Thursdays Only)  
Greater than twenty (20) cubic yards (one truck load) shall be assessed  
\$35.00 per truck load plus the cost of disposal at the Palm Beach County  
Solid Waste Authority.

3. Large Vegetation Piles - (Tuesdays Only) Greater than twenty (20) cubic yards (one truck load) shall be assessed \$35.00 per truck load plus the cost of disposal at the Palm Beach County Solid Waste Authority.

The commercial property owner or sanitation account holder must call in advance to schedule the Special Pickup for non-containerized trash or large vegetation piles. There will be no charge for the scheduled pickup of a pile less than 20 cubic yards. The Special Pickup Charge will apply when piles are placed out without scheduling with the Public Works Department and on days not specified.

4. Special Pickup Charge: In addition to special pickups and other charges there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in Exhibit B, "I Base Level of Service".

#### **ADMINISTRATIVE POLICIES:**

Frequency of Billing: Owner billed on a monthly basis for base level of service and special pickups.

Commercial Sanitation Payment Agreement: It is the property owner's responsibility to obtain sanitation collection service for the tenants. The owner and tenant may both agree to have a sanitation collection service account in the tenant's name. In such case, the owner must acknowledge that the tenant has the owner's authorization to set up sanitation collection services with the Town. Prior to establishment of service the Commercial Sanitation Payment Agreement shall be executed. The owner and tenant are severally liable and responsible for all payments on sanitation accounts established in the name of the tenant. The owner's authorization for the tenant to create a sanitation account in the tenant's name does not relieve the owner from the responsibility of paying for any delinquent accounts.

Failure to pay overdue accounts may result in the discontinuation of service, revocation of occupational license, service fees, the imposition of finance charges, a lien being placed on the subject property and foreclosure of the lien in a court of competent jurisdiction.

Late Fees: \$15.00 or 1.5% (whichever is greater) per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.

Service Removal and Reinstatement: A service charge will be required for the removal of service and reinstatement of service for non-payment. The charges will be as follows:

- First offense \$100.00
- Second offense \$200.00
- Third and subsequent offense \$500.00

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

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

|                                 | AYE      | NAY      |
|---------------------------------|----------|----------|
| MAYOR JAMES DUBOIS              | <u>/</u> | <u>—</u> |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u> | <u>—</u> |
| COMMISSIONER ERIN FLAHERTY      | <u>/</u> | <u>—</u> |
| COMMISSIONER MICHAEL O'ROURKE   | <u>/</u> | <u>—</u> |
| COMMISSIONER KATHLEEN RAPOZA    | <u>/</u> | <u>—</u> |

The Town Commission thereupon declared the foregoing Resolution NO. 20-07-14 duly passed and adopted this 16 day of July, 2014.

TOWN OF LAKE PARK, FLORIDA

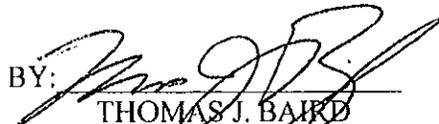
BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

# TAB 9



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** September 2, 2015      **Agenda Item No.** *Tab 9*

**Agenda Title:**      **Setting the 2015-2016 Non-Ad Valorem Assessed Stormwater Rates**

- SPECIAL PRESENTATION/REPORTS       CONSENT AGENDA
- BOARD APPOINTMENT       OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

**Approved by Town Manager** *[Signature]*      **Date:** 8-17-15

**Blake K. Rane** *BKR* **Finance Director**  
 Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br><b>FINANCE</b>  | Costs: \$<br>Funding Source:<br>Acct. #<br><input checked="" type="checkbox"/> Finance ____ BKR ____   | <b>Attachments:</b><br><br><b>Copy of Resolution 33-08-09</b>  |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case <u>_BKR_</u><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

Each fiscal year, the Commission must either renew the existing non-Ad Valorem stormwater rate by motion or adjust the rate as it sees fit by Resolution.

The existing (FY 2014-2015) rate of \$6.50 per month for each Equivalent Stormwater Unit (ESU) was established in August 2009 pursuant to Resolution 33-08-09, a copy of which is attached. Staff recommends that no adjustment be made to the rate and that it be held constant at \$6.50 per ESU per month.

**Recommended Motion:**

I move that the existing non-Ad Valorem stormwater rate for fiscal year 2015-16 be set at \$6.50 per ESU per month.

RESOLUTION NO. 33-08-09

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA SETTING THE FINAL RATE FOR AN EQUIVALENT STORMWATER UNIT (ESU) TO BE CHARGED FOR STORMWATER MANAGEMENT FOR FISCAL YEAR 2009-2010; 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**, Ordinance No. 09-2008, once adopted by the Town Commission establishes a Stormwater Utility for the Town of Lake Park; and

**WHEREAS**, this ordinance provides that the rate for an Equivalent Stormwater Unit (ESU) shall be established by resolution; and

**WHEREAS**, the Town Manager has recommended to the Town Commission a rate schedule ; and

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

**Section 1.** The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

**Section 2.** An Equivalent Stormwater Unit (ESU) shall be equal to five thousand two hundred two (5,202) square feet of impervious area. The number of ESU's for a given parcel shall be calculated by dividing the sum of impervious area plus 25 percent of the pervious area of a parcel by 5,202 square feet.

**Section 3.** The Town Commission hereby establishes that the rate for an Equivalent Stormwater Unit (ESU) shall be \$6.50 per month.

**Section 4.** The rates shall be applied to the various classes of property within the benefited areas according to the terms of Section 4(D)1 of this ordinance.

**Section 5.** This Resolution shall become effective immediately upon adoption.

**TOWN OF LAKE PARK**  
**SEAL**  
Certification  
I, Classica Starks Clerk of the Town of Lake Park  
Florida, do hereby certify that the foregoing is a true  
and correct copy of the original instrument as contained in  
the official records of the Town. Witness my hand and the  
Official Seal of the Town of Lake Park This  
20th day of August 2008  
Town Seal  
James Starks  
Town Clerk

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

|                                | AYE      | NAY |
|--------------------------------|----------|-----|
| MAYOR DESCA DUBOIS             | <u>/</u> | —   |
| VICE-MAYOR JEFF CAREY          | <u>/</u> | —   |
| COMMISSIONER ED DALY           | <u>/</u> | —   |
| COMMISSIONER PATRICIA OSTERMAN | <u>/</u> | —   |
| COMMISSIONER KENDALL RUMSEY    | <u>/</u> | —   |

The Town Commission thereupon declared the foregoing Resolution NO. 33-08-09 duly passed and adopted this 19 day of August, 2009.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian M. Lemley  
VIVIAN M. LEMLEY  
TOWN CLERK

TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas I. Baird  
THOMAS I. BAIRD  
TOWN ATTORNEY

# TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 10*

**Agenda Title: Award the Purchase of Stage Curtains and Window Treatments For the Mirror Ballroom in the Amount of \$15,750.00**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

*8-24-2015*

**Kathleen Carroll Walters/Recreation Director**

Name/Title

|  |  |   |
|--|--|---|
| <p><b>Originating Department:</b></p> <p>Parks &amp; Recreation Department</p>   | <p>Costs: \$15,750.00</p> <p>Funding Source: Mid-year budget adjustment approved by Commission on 4/15/2015</p> <p>Acct. # 408-62100</p> <p><input checked="" type="checkbox"/> Finance <i>BKR</i></p> | <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Written Proposals (3)</li> <li>• Quote Summary Sheet</li> <li>• NFPA 701 Explanation of Fire Codes and Tests</li> <li>• Resolution</li> </ul> |
| <p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p> | <p>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.</p>  | <p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <b>KCW</b></p> <p>Please initial one.</p>  |

**Summary Explanation/Background:**

The stage curtains and side window curtains located in the Mirror Ballroom (Town Hall) are in need of replacement. Three vendors were contacted and asked to provide written quotes for the purchase and installation of stage curtains and side window treatments. Attached is a spreadsheet

which is an analysis of the quotes received from the three vendors- Eco Décor, Heritage Product Resources, Inc. and Main Stage Theatrical Supply, Inc.

Eco Décor has provided material samples and were the only vendor to have a vast array of colored velour for the stage, as well as, a wide variety of fire retardant material choices for the side draperies. They have clearly explained the fire retardant codes on the sample material and pointed out the differences that should be noted for curtains as opposed to upholstery. Please see attached, "NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textiles and Films".

Eco Décor is a licensed interior design company and implemented the concept of designing the Mirror Ballroom as an "Events Room" and not simply a theatre or auditorium.

Eco Décor's quote of \$15,750.00 is not only the lowest quote, but Eco Décor offers the quality, fit and design inherent to this iconic asset of the Town of Lake Park. The Town feels this vendor is most suitable for this project.

**Recommended Motion:**

Approve the purchase of Stage curtains and window treatments for the Mirror Ballroom from Eco Décor based upon the quote in the amount of \$15,750.00.

TOWN OF LAKE PARK

RECREATION DEPARTMENT

QUOTES FOR REPLACEMENT OF MIRROR BALLROOM CURTAINS-TOWN HALL

| COMPANY                                   | ADDRESS  | PHONE                | E-MAIL   | CONTACT             | COST<br>Main Stage<br>Below Stage<br>Valance | COST<br>Side Arched<br>Doors | COST<br>Hardware | COST<br>TOTAL | RANK |
|---|--|----------------------|--|---------------------|--|------------------------------|------------------|---------------|------|
| Eco Decor                                 | 636 US Hwy.<br>One Ste 107<br>North Palm<br>Beach, FL<br>33408 | 561<br>845-5433      | <a href="mailto:bernadette@ecodecor.com">bernadette@ecodecor.com</a><br><a href="http://www.ecodecor.com">www.ecodecor.com</a> | Bernadette<br>Upton | \$9845.00                                    | \$3876.00                    | \$2029.00        | \$15,750.00   | #1   |
| Heritage<br>Product<br>Resources,<br>Inc. | PO Box 6593<br>Lakeland, FL<br>33807-6953                      | 863<br>425-7100      |  | Dick Bryon          |  |                              |                  | \$15,777.00   | #2   |
| Main Stage<br>Theatrical<br>Supply, Inc.  | 8761 A Ely<br>Road<br>Pensacola, FL<br>32514                   | 800-<br>851-<br>3618 | <a href="http://www.mainstage.com">www.mainstage.com</a>   | David<br>Herring    |  |                              |                  | \$23,518.00   | #3   |



*"Sustaining the Integrity of ECO in DÉCOR"*

636 US HIGHWAY ONE, SUITE #107  
NORTH PALM BEACH, FLORIDA 33408  
FL IB #26000827  
561.844.7089 PHONE/FAX

Daniel R. Giordano, Industry Partner of ASID  
Bernadette V. Upton, FASID, LEED AP, CAPS  
FL RID LIC: #713, USGBC FACULTY, ReGREEN TRAINED  
bernadette@ecodecor.com daniel@ecodecor.com  
561.313.6413C. 561.309.9077C.

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**CITY OF LAKE PARK MIRRORED BALLROOM DRAPERY/STAGE QUOTE**

**08/21/2015**

---

**BELOW STAGE-MAIN STAGE- MAIN VALANCE- LABOR/INSTALLED**

**FABRIC: 20 OZ. Crescent (FR NFPA 701)-UNLINED \$ 9845.00**

**SIDE ARCHED DOORS (6)**

**FABRIC: JEREMY (FR NFPA 701)-LINED (NFPA 701) /LABOR/INSTALLED \$ 3876.00**

**HARDWARE- BLACK IRON RODS/RINGS/FINIALS- INSTALLED \$ 2029.00**

**TOTAL .....\$ 15,750.00**

All fabrics including lining are Fire Rated for NFPA 701 compliance/tested.

Price does not include sales tax, permits or any other unknown or unforeseen conditions.

Required check deposit 50% upon signed order confirmation, balance check due at completion of install.

Thank you for the opportunity.

A handwritten signature in black ink, appearing to read "Bernadette V. Upton", is written over the typed name.

**Bernadette V. Upton, FASID, FL Registered Interior Designer, LEED AP, CAPS**

**Heritage Product Resources, Inc.**

Lakeland, FL 33807-6593

P.O. Box 6593

Lakeland, FL 33807-6953

863.425.7100 PHONE

**PROPOSAL**

|           |          |
|-----------|----------|
| DATE      | PROPOSAL |
| 7/23/2015 | 32684    |

|   |
|---|
| <b>NAME / ADDRESS</b>   |
| TOWN OF LAKE PARK<br>535 PARK AVENUE<br>LAKE PARK, FL 33403<br>ATTN: KATHLEEN WALTERS |

|     |         |
|-----|---------|
| REP | PROJECT |
|     |         |

| ITEM | DESCRIPTION   | QTY          | COST | TOTAL |
|------|---|--------------|------|-------|
|      | <p>FABRIC:75%fullness, box pleats, unlined<br/>VALANCE :IFR Charisma (24.5 oz) - 100% Polyester Velour<br/>COLOR:TBD<br/>1- VALANCE (tied) 24'W X 3'H</p> <p>FABRIC:50%fullness, box pleats, unlined<br/>FRONT:IFR Charisma (24.5 oz) - 100% Polyester Velour<br/>COLOR:TBD<br/>2- PANELS (S hooks &amp; grommets) 13'W X 11'10"H</p> <p>FABRIC:50%fullness, box pleats, unlined<br/>REAR:IFR Plateau (13.5 oz) - 100% Polyester Velour<br/>COLOR:BLACK<br/>2- BORDERS (tied) 26'W X 3'H<br/>4- LEGS (tied) 5'W X 12'H<br/>1- REAR (S hooks &amp; grommets) 14'W X 11'H</p> <p>FABRIC:50%fullness, box pleats, unlined<br/>SKIRT:IFR Charisma (24.5 oz) - 100% Polyester Velour<br/>(NOTE: START BOX PLEAT 3" FROM THE RIGHT TO MATCH EXISTING)<br/>COLOR:TBD<br/>1- FAR RIGHT (VELCRO ON TOP) 5'4"W X 3'H<br/>1- 2ND TO RIGHHT (VELCRO ON TOP) 8'W X 3'H<br/>3- MID (VELCRO ON TOP) 6'6"W X 3'H<br/>1- FAR LEFT (VELCRO ON TOP) 8'4"W X 3'H</p> <p>FABRIC:50%fullness, 2 NUCKLE pleats, unlined<br/>DOORS:IFR Charisma (24.5 oz) - 100% Polyester Velour<br/>(NOTE: 4" RETURNS ON EACH PANEL 6 LEFT 6 RIGHT)<br/>6- LEFT (DRAPERY PINS)40"W X 125"H<br/>6- RIGHT (DRAPERY PINS) 40"W X 125"H</p> |              |      |       |
|      |   | <b>TOTAL</b> |      |       |

**Heritage Product Resources, Inc.**

Lakeland, FL 33807-6593

P.O. Box 6593

Lakeland, FL 33807-6953

863.425.7100 PHONE

**PROPOSAL**

|           |          |
|-----------|----------|
| DATE      | PROPOSAL |
| 7/23/2015 | 32684    |

|   |
|---|
| <b>NAME / ADDRESS</b>   |
| TOWN OF LAKE PARK<br>535 PARK AVENUE<br>LAKE PARK, FL 33403<br>ATTN: KATHLEEN WALTERS |

|     |         |
|-----|---------|
| REP | PROJECT |
|     |         |

| ITEM | DESCRIPTION  | QTY          | COST      | TOTAL              |
|------|--|--------------|-----------|--------------------|
| DR   | <p>FABRIC:50%fullness, box pleats, unlined<br/>VALANCES:IFR Charisma (24.5 oz) - 100% Polyester Velour<br/>(NOTE: 8" RETURNS ON EACH SIDE)<br/>6- (tacked) 72"W X 24"H</p> <p>CURTIAN RODS: KIRSH SUPERFINE<br/>2- 72" L<br/>SHADES: BLACKOUT<br/>3- 58" X 86"<br/>6- 68" X 125"<br/>DELIVERED &amp; INSTALLED</p> <p>Price does not include taxes, permits or any unknown or unforeseen conditions.</p> |              | 15,777.00 | 15,777.00          |
|      |  | <b>TOTAL</b> |           | <b>\$15,777.00</b> |



Date April 9, 2015  
Project: Lake Park Town Hall Replacement Curtains  
Quote#  
Attn: Kathy

Following is our pricing for this project. Pricing is based on our records of the curtains installed in 2007. I am quoting all IFR Synthetic fabrics as opposed to the cotton fabric specified previously.

**Replacement Curtain Package to consist of:**

- Valance*- One panel custom manufactured from 26oz IFR Charisma velour with 100% fullness sewn in through box pleats. Top of panel to be finished with heavy weight jute and designed for tack hang. Color: TBD
- Main Draw*- Two panels custom manufactured from 26oz IFR Charisma velour with 100% fullness sewn in through box pleats. Top of panels to be finished with heavy weight jute, grommets, and bit-snaps for attaching to curtain track. Bottom of panles to be finished with an internal chain weight pocket. Color: TBD
- Border Curtains*- Two panels custom manufactured from 22oz IFR Encore velour with 50% fullness sewn in through box pleats. Top of panels to be finished with heavy weight jute, grommets, and tie lines for attaching to pipe battens. Color: TBD
- Legs*- Four panels custom manufactured from 22oz IFR Encore velour with 50% fullness sewn in through box pleats. Top of panels to be finished with heavy weight jute, grommets, and bit-snaps for attaching to curtain track. Bottom of panels to be finished with an internal chain weight pocket. Color: TBD
- Rear Draw*- Two panels custom manufactured from 22oz IFR Encore velour with 50% fullness sewn in through box pleats. Top of panels to be finished with heavy weight jute, grommets, and bit-snaps for attaching to curtain track. Bottom of panels to be finished with an internal chain weight pocket. Color: TBD
- Window Curtains*- 12 panels (six pairs) Custom manufactured from 26oz IFR Charisma velour with 100% fullness sewn in through box pleats. Top of panels to be finished with heavy weight jute with "blind ties" attached for attached to new wrought iron hanging rod (provided by others). Panels to be lined with IFR Passfoam lining. Color: TBD
- Stage Skirts*- Six panels custom manufactured from 26oz IFR Charisma with 50% fullness sewn in through box pleats. Top of panels to be finished with Velcro type attachments for mounting to stage front. Color: TBD
- Installation*- One lot professional installation.

**Base Package Price:** **\$ 23,518.00**

**Sales Tax Not Included**

**Assumptions/Exceptions**

1. Prices are firm for sixty days.
2. Sales/Use Taxes are not included and must be added if required.
3. Sales tax will be billed at the local sales tax rates in force at the time of billing.
4. Freight costs are included.
5. Terms: Deposits may be required without established credit.
6. Quoted price reflects a cash payment; payments by credit card with be assessed a fee of 3% for Visa/MC or 3.5% for American Express.

7. Generally, the lead-time is 59-12 weeks from receipt of approved order.
8. General Liability Insurance included: \$2,000,000 General Aggregate, \$1,000,000 Products & Completed Operations, \$1,000,000 Personal & Advertising Injury, \$1,000,000 Each Occurrence. Umbrella Liability: \$5,000,000 per Occurrence and Annual Aggregate. Contractual liability and standard Additional Insured included. Waivers of subrogation/special provisions are not included and will incur additional cost.
9. Workers Compensation Insurance included: \$1,000,000/accident or disease with a \$1,000,000 limit. Waivers of subrogation/special provisions are not included and will incur additional cost.
10. Any additional insurance endorsements will be subjected to additional fees.
11. Bid Bonds and/or Performance Bonds are not included.

Customer safety is our primary concern; we are an ETCP-recognized employer, and we employ multiple ETCP Certified Technicians. For more information, visit <http://etcp.esta.org>.

If you have any questions please contact me directly.

Sincerely,

David N Herring  
Quotations Specialist

Formal Interpretation

# NFPA 701

## Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

2004 Edition

**Reference:** 1.1.1.1

**F.I. No.:** 701-99-1

**Background:** The requirement within the scope of this document refers to fabrics or other materials used in curtains, draperies, or other window treatments. Vinyl-coated fabric blackout linings shall be tested according to Test Method 2. The terms curtains, draperies, or other window treatments, where used, shall include, but not limited to, the following items:

- (1) Window curtains
- (2) Stage or theater curtains
- (3) Vertical folding shades
- (4) Roll-type window shades
- (5) Hospital privacy curtains
- (6) Window draperies
- (7) Fabric vertical shades or blinds
- (8) Horizontal folding shades
- (9) Swags
- (10) Fabric horizontal shades or blinds

**Question:** Is the NFPA 701 test, as currently written, applicable to PVC blinds?

**Answer:** Yes.

**Issue Edition:** 1999

**Reference:** 1.1.1.1

**Issue Date:** December 31, 2002

**Effective Date:** January 20, 2003

# Flame Testing

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## FLAME TESTING

Are your stage curtains safe? Stage curtains should be flame tested annually to make sure they meet NFPA 705 standards. BellaTEX, Inc. offers free NFPA 705 testing by mail and a full range of NFPA 701 testing packages are available for a fee.

## SERVICES

- Flame Testing
- Curtain Repair
- Inspections
- Training
- Get It Right Services



### NFPA 705

It is common for people to mistakenly refer to "701 small scale", the test which was abolished in 1989, rather than the current 705 standard. While the actual test procedures are very similar, 705 does a much better job of clarifying the limitations of the field test.



NFPA 701 Small Scale was abolished in 1989 but some confusion still persists in the entertainment industry. The following paragraphs give an explanation of NFPA 701 and NFPA 705 with a brief overview of the current field test procedure at the bottom.



We highly recommend you read the entire page for a better understanding of stage curtain testing. Before conducting any test we strongly recommend you obtain, read, and understand the actual [NFPA 705 document](#). Contact your local BellaTEX dealer to test your curtains for you; typically there is no charge for this service. BellaTEX, Inc. offers free NFPA 705 testing by mail and a full range of NFPA 701 testing packages are available for a fee.

The National Fire Protection Association (NFPA) has established methods for testing fire propagation in hanging fabrics such as stage curtains. Article 701 defines procedures for two laboratory tests. "Method 1" applies to most stage fabrics weighing 21 oz per square yard or less (as actually weighed, not as manufacturer advertised). "Method 2" is for all vinyl backed fabrics and fabrics weighing over 21oz per square yard. 701 tests are very exacting laboratory tests that require strict adherence to precise laboratory procedures, special testing jigs, specific pre-test conditioning and a statistical analysis of the results. 701 tests yield the most accurate and most reliable results. **New stage curtains should only be constructed from fabrics with acceptable NFPA 701 test results.**

Prior to 1989, article 701 contained a "large scale" laboratory test and a "small scale" field test method. Field tests, by their very nature, yield less consistent and less accurate results. The pre-1989 article was frequently misinterpreted to mean either method was acceptable. To improve the standard, 701 was revised into "Method 1" & "Method 2" and the "small scale" test procedure was removed.

The need for a field test procedure still existed, (a poor test is better than no test at all) so article 705 was created. 705 is a destructive test, like 701, but it is much simpler to conduct and more procedural latitude is given to allow for varying field conditions.

It is common for people to mistakenly refer to "701 small scale" rather than the current 705 standard. While the actual test procedures are very similar, 705 does a much better job of clarifying the limitations of the field test.

Theater curtains should be tested annually to verify they meet NFPA 705 standards. If any samples fail or produce questionable results, the curtains should be removed or a 701 test should be performed.

In many cases a 701 test is simply not a viable option. It requires 10 fabric specimens 150mm X 400mm (5.90" X 15.80"). Specimens must be taken throughout the curtain and must not be taken from, or near, a selvage edge. If the first 10 specimens yield inconsistent results, a second set of 10 specimens may be required. The amount of damage done to the curtain by removing this many specimens can be impractical to repair. In cases where the curtain has historical significance, is very large or ornate, and there is a reasonable belief the specimens will pass, it may be a consideration. (BellaTEX offers complete 701 testing and repair services and we are happy to discuss your specific project.)

NFPA 701 and NFPA 705 are copyright documents and thus cannot be distributed here. They can be purchased directly from the [NFPA.org](#) website for a small fee. With a free account you can read the documents on their

site. Before testing, you should read and understand the entire NFPA 705 standard.

In brief, NFPA 705 makes clear that the field test is an exclusionary test. In other words, it does not confirm that the materials are safe or that they will pass a 701 test, however, it can demonstrate that they will not. A material that fails a 705 test will, without a doubt, fail a 701 test and clearly possess unacceptable flame propagation properties. A passed 705 test indicates very little as items that do not burn under 705 conditions may burn under 701 conditions or in an actual fire.

The 705 test procedure, in a nutshell, is:

- 1) Remove a suitable sample of the material to be tested, 1/2" X 4" or greater.
- 2) In a safe location with no draft, expose the sample to a flame from a common kitchen match, or other similar source, for 12 seconds.
- 3) Remove the flame. The sample should self extinguish within 2 seconds, less than 4" of sample should have been consumed, and drippy fireballs, if any, should self extinguish upon or before contact with the ground.

If you are unsure about the flame retardancy of any of your stage curtains, or it has been more than 12 months since they were last tested, call us and we will arrange for one of our professional local dealers to stop by. They can test and evaluate your curtains for you and update the labels to reflect the new test date. In most cases there is no charge for this service.

[Dealer Login](#)   [Find a Local Dealer](#)

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**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN AND ECO DECOR FOR THE PURCHASE OF STAGE CURTAINS AND WINDOW TREATMENTS FOR THE MIRROR BALLROOM.**

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

**WHEREAS**, the Mirror Ballroom which is within the Town Hall building, requires replacement stage curtains and window treatments; and

**WHEREAS**, the Town has solicited bids for these curtains and window treatments; and

**WHEREAS**, the Town Commission of the Town of Lake Park, Florida (“Town”) awards the purchase of stage curtains and window treatments to Eco Décor.

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

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

**Section 2.** The Mayor is hereby authorized and directed to execute the Contract attached hereto and incorporated herein as **Exhibit “A”**.

**Section 3.** This Resolution shall be effective upon adoption.

# TAB 11



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: September 2, 2015

Agenda Item No. Tab 11

**Agenda Title: Resolution Recognizing Florida City Government Week,  
October 18 – 24, 2015**

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

Approved by Town Manager [Signature] Date: 8-11-15

Name/Title Kathleen Carroll, Recreation Director

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br>Recreation  | Costs: \$ 50.00<br>Funding Source:<br>Acct. # <u>600 - 48000</u><br><input checked="" type="checkbox"/> Finance <u>BK2</u>                             | <b>Attachments:</b><br>Resolution<br>Florida League of Cities'<br>Letter   |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case <u>KCW</u><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week* annually in October. They ask its member municipalities to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens. This year, Florida City Government Week will take place October 18 – 24, 2015

**Recommended Motion:**

I move to adopt the Resolution \_\_\_\_\_, 2015, recognizing Florida City Government Week, October 18 – 24, 2015

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 18-24, 2015 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, *Florida City Government Week* is a very important time to recognize the important role played by municipal government in our lives; and

**WHEREAS**, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, *Florida City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

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

**Section 2.** That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**Section 3.** That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

**Section 4.** That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor *Florida City Government Week*.

**Section 5.** This Resolution shall take effect upon adoption.

## Florida City Government Week Updates

The Florida League of Cities (FLC) wants every city to take an active part in promoting their city through civic education. This is a great opportunity to speak to schools and civic groups, host an open house at city hall, create and sponsor a youth council, establish a citizens' academy, or reach out to civic clubs and community organizations.

FCGW is part of an ongoing effort sponsored by the League to raise public awareness about the services cities provide and to educate the public on how city government works. Cities are encouraged to involve their local schools, businesses, chambers of commerce, media and civic clubs in planning city activities.

Cities provide a higher level of service than most governments, and generally receive a higher approval rate than any other level of government. Unfortunately, many residents are unaware of how city services impact their lives. Through this program, the League hopes to heighten the public's awareness on city government's role in enhancing the quality of life in communities.



We offer a packet of information, which includes numerous ideas for celebrating that special week. This packet includes a list of Media and PR Tips, sample press release, sample letter-to-the-editor and sample resolution for your use. The "My City: I'm Part of It, I'm Proud of It" booklet is available online and by mail upon request. This lesson booklet provides city staff and teachers with one week of lesson plans and activities about city government. An additional booklet is the "ABCs of City Government" - an educational supplement for elementary teachers, grades 2-5.

While we encourage you to celebrate this important week, some cities choose to host their event during a different time in conjunction with another planned city holiday, festival or occasion.



Please send copies of resolutions, photos, public relations materials and information on your activities, as these ideas may be used in future League publications.

Cities are a great place to live and that's worth celebrating!

If you have any questions regarding this program, please feel free to contact the Membership Development Department.

# TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 12*

**Agenda Title: AN "AFTER-THE-FACT" REQUEST TO SUPPORT THE BACK-TO-SCHOOL EXPLOSION EVENT BEING ORGANIZED BY BRIDGES AT LAKE PARK AND CHILDREN'S HOME SOCIETY.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING - ORDINANCE ON 1<sup>st</sup> READING
- NEW BUSINESS**
- OTHER:
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *John D'Agostino* Date: 8-10-15

**John D'Agostino / Town Manager**  
Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br>Town Manager  | Costs: \$ <i>see explanation below</i><br>Funding Source:<br>Acct. #<br><input type="checkbox"/> Finance _____   | <b>Attachments:</b><br>N/A   |
| <b>Advertised:</b><br>Date: <i>N/A</i><br>Paper:<br><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 ___<br>or<br>Not applicable in this case <u><i>JD</i></u><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

A special event permit application was submitted by Bridges a Lake Park/Children's Home Society on July 24, 2015 to the Community Development Department for holding a Back-to-School Explosion event within the Town of Lake Park Library and Town Commission Chambers parking lots on August 1, 2015. Since the event was fast-approaching and the Town desired to support this worthwhile event for the children, as a supporter, the Town waived the special event permit fee of \$25 and paid the Games-On-The-Go truck fee of \$760. Additionally, the Public Works Department assisted with the event set-up during normal business hours. No costs for overtime personnel were incurred. While the Games-On-The-Go truck fee was well within the Town Manager's signing authority, in an effort to be completely transparent with the fees incurred and waived for this event that the Town supported, the Town is respectfully requesting an after-the-fact approval to be a supporter of this event, which involved incurring a Games-On-The-Go fee of \$760; waiving the \$25 application fee; and having Public Works share resources for set-up and clean-up.

The Town has every intention to continue bringing these requests to the Town Commission for approval in advance of the special event day. Given the very short turnaround time provided to the Town this time and the Town's desire to work with Bridges at Lake Park and Children's Home Society, this is coming to the Town Commission after-the-fact.

**Recommended Motion: I MOVE TO APPROVE THE TOWN TO SUPPORT THE BACK-TO-SCHOOL EXPLOSION EVENT BY INCURRING A \$760 GAMES-ON-THE-GO FEE; WAIVING THE \$25 SPECIAL EVENT APPLICATION FEE; AND ALLOWING THE PUBLIC WORKS DEPARTMENT TO SHARE RESOURCES FOR THE REQUIRED SET-UP AND CLEAN-UP.**

# TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2015

Agenda Item No. *Tab 13*

Agenda Title: Crown Castle Amendment 1 Resolution 2509-15

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *8-25-15*  
**John O. D'Agostino**

Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br>TOWN MANAGER  | Costs: \$<br>Funding Source:<br>Acct. #<br><input type="checkbox"/> Finance _____  | <b>Attachments:</b><br>1) Resolution<br>2) Amendment 1<br>3) Commission notification to Crown Castle or intent to renew<br>4) Letter Agreement signed by Mayor DuBois and Crown Castle South |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case JOD<br><b>Please initial one.</b>  |

**Summary Explanation/Background:**

On December 17, 2014, the Town Commission authorized the Mayor to sign the attached letter of Agreement dated November 24, 2014 to extend the lease of a town owned cell tower to Crown Castle. The letter was returned by Crown Castle signed by Rhonda Lullo, Land Acquisition Manager for Crown Castle.

This Resolution would permit the Mayor on behalf of the Town of Lake Park, to execute Amendment 1. Amendment 1 has many advantages for the town. The monthly rent paid by Crown Castle to the Town of Lake Park would increase to \$2,950.00. The monthly payment doubles the amount of the previous payments to the town. The total yearly amount is \$35,400. Also, the agreement has a Three percent yearly increase of the monthly lease payment. The increase at three percent per month amounts to \$88.50 or \$36,462 for the second year. Each year thereafter, the increase will compound at 3% of the newly established monthly payment.

With each future subtenant, Crown Castle would split the rental payments fifty percent with the Town in addition to the existing monthly payments mentioned above. Further, Crown Castle maintains an irrevocable option to lease up to 2,000 square feet of real property adjacent to the existing lease area. Subsection 2D does not establish a lease cost (Additional Lease Area). Finally, the term of the new lease with Crown Castle extends the existing lease by four (4) five (5) year terms. The expiration date would be August 9, 2039. The original expiration date of the existing lease without Amendment 1 is August 9, 2019.

**Recommended Motion:** I Move to approve Resolution 25 09-15.

**RESOLUTION NO. 25-09-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT 1 TO THE LEASE AGREEMENT WITH CROWN CASTLE SOUTH, LLC. FOR ADDITIONAL EXTENSION TERMS TO THE AGREEMENT; 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**, pursuant to its proprietary functions and authority, the Town owns and the property at 700 6<sup>th</sup> Street; and

**WHEREAS**, Crown Castle South LLC. (Crown Castle) has negotiated with the Town Manager an amendment to the existing lease; and

**WHEREAS**, the Town Manager has negotiated the terms the Amendment 1 with Crown Castle to amend the Agreement by replacing “four (4)” additional five (5)-year extension terms with “eight (8)” additional five (5)-year extension terms thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039 unless sooner terminated as provided in the Agreement; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into an Amendment 1 Lease Agreement with Crown Castle.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Amendment 1 to the Lease Agreement with Crown Castle. A copy of the Amendment 1 Lease Agreement is attached hereto and incorporated herein as Exhibit “A”.

**Section 3.** This Resolution shall be effective upon adoption.

FIRST AMENDMENT TO LEASE AGREEMENT  
(BU 811572)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation ("Town"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of Bellsouth Carolinas PCS, L.P., a Delaware limited partnership ("Tenant").

WHEREAS, Town and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Lease Agreement dated August 1, 1994 (as amended and assigned, the "Agreement"), and recorded in Book 8391, Page 594 in the Office of the Clerk of Circuit Court of Palm Beach County ("Clerk's Office"), whereby Town leased to Bellsouth a portion of land being described as a 35 feet by 65 feet (2,275 square feet) portion of that property (said leased portion being the "Property") located at 700 6th Street (Tax Parcel #36-43-42-20-01-061-0250), Lake Park, Palm Beach County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on August 9, 2019 ("Original Term"), and Town and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Town and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.
2. Section 4B of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039, unless sooner terminated as provided in the Agreement.
3. Section 4C of the Agreement is amended by adding the following to the end thereto:

Notwithstanding the foregoing, commencing on August 10, 2015, the annual rental fee shall no longer increase by four percent (4%) annually. Instead, commencing on August 10, 2015, and every year thereafter (each an "Adjustment Date"), the annual rental fee shall increase by an amount equal to three percent

(3%) of the annual rental fee in effect for the year immediately preceding the Adjustment Date.

4. Section 4D of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "eighth (8th)", and by replacing "four (4%) per cent" with "three percent (3%)".

5. On the first day of the second full month following full execution of this First Amendment, the annual rental fee shall increase to Thirty Five Thousand Four Hundred and No/100 Dollars (\$35,400.00) per year. Following such increase, the annual rental fee shall continue to adjust pursuant to the terms of the Agreement as amended by Section 3 of this First Amendment.

6. Section 4E of the Agreement is amended to replace "fourth (4<sup>th</sup>)" with "eighth (8<sup>th</sup>)".

7. Section 5 of the Agreement is amended by replacing the second sentence with the following:

Notwithstanding anything in this Agreement to the contrary, TENANT and its sublessees and licensees shall have the right to modify, alter, add, replace, remove and maintain wireless communications facilities located within the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN within sixty (60) days after any such modification, alteration, addition, replacement or removal to the wireless communications facilities is completed.

8. Section 16 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: AT&T Network Real Estate Administration  
Re: 10023543  
Suite 13-F West Tower  
575 Morosgo Drive  
Atlanta, Georgia 30324

With a copy to: AT&T Legal Department- Network  
Attn: Network Counsel  
Re: 10023543  
208 S. Akard Street  
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

9. The Agreement is amended by adding a new Section 26 to the end thereto:

26. If TOWN receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring TOWN'S interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or TOWN'S interest in this Agreement, or an option for any of the foregoing, TOWN shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT'S possessory or economic interest in the Property. If TOWN'S notice covers portions of TOWN'S parent parcel beyond the Property, TENANT may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. TOWN'S notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of TOWN'S parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the TOWN'S notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to TOWN given within thirty (30) days, TOWN may convey the property as described in the TOWN'S notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT'S right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT'S receipt of TOWN'S notice and the assignment shall be effective upon written notice to TOWN.

10. The Agreement is amended by adding a new Section 27 to the end thereto:

27. TENANT shall have the right to sublease or license use of the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN of any new subleases or licenses within sixty (60) days after such sublease or license is fully executed.

11. If at any time prior to August 9, 2019: (a) Tenant exercises any of Tenant's rights to terminate the Agreement, or (b) Tenant elects not to renew the Agreement, Tenant shall pay a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Town under this Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and August 9, 2019. The Termination Fee will be due and payable in the same manner and on the same dates set forth in this Agreement. Notwithstanding

the foregoing, Tenant will be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Agreement due to a Town default.

12. In addition to the rent currently paid by Tenant to Town pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Property, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to Town fifty percent (50%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Town of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Tenant to do so. Town acknowledges that Town shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that (i) revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Town shall have no right to receive any portion of such revenue; and (ii) any payments made between or among Tenant and Crown Castle South LLC, a Delaware limited liability company, or their parents, affiliates, successors and/or assigns shall be expressly excluded from the provisions of this Section and Town shall have no right to receive any portion of such payments.

13. As further consideration for the Additional Rent as set forth in Section 12 of this First Amendment, during the term of the Agreement Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 2,000 square feet of real property adjacent to the existing Property at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, the Additional Lease Area shall also be subject to the Section 12 revenue sharing provision. Tenant may exercise the Option by providing written notice to Town at any time; provided, however, that following Tenant's delivery of notice to Town, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Town agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Town shall obtain and deliver any documentation

necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

14. Once per calendar year, Town may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Town within sixty (60) days after Tenant's receipt of such written request.

15. If requested by Tenant, Town will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Town agrees to be named applicant if requested by Tenant. Town shall be entitled to no further consideration with respect to any of the foregoing matters.

16. Representations, Warranties and Covenants of Town. Town represents, warrants and covenants to Tenant as follows:

(a) Town is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Town's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Town owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Town shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, Town shall cure any defect in Town's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to Town's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Town agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

17. IRS Form W-9. Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Town's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

18. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Town and Tenant dated November 24, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TOWN:

TOWN OF LAKE PARK,  
a Florida municipal corporation

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By: \_\_\_\_\_ (SEAL)  
Nellie Jabbari  
Area Manager Real Estate Transactions



Office of the  
Town Clerk

December 19, 2014

Linda Doherty  
Crown Castle  
301 North Cattlemen Road, Suite 200  
Sarasota, FL 34232

RE: Business Unit #811572  
Site Name: AARB BRA110

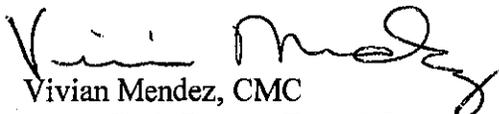
Dear Ms. Doherty,

The Town Commission of the Town of Lake Park at their December 17, 2014 regular Commission meeting authorized the Mayor to sign the "Letter Agreement" (enclosed) dated November 24, 2014 to extend the lease of a Town owned cell tower to Crown Castle.

The enclosed letter was emailed to you on Thursday, December 18, 2014 from Town Manager Dale Sugerman. For Town record purposes, I am enclosing two (2) original copies of the letter, which need to be signed and one (1) original returned to my attention at your earliest convenience.

If I can be of any assistance during this process please feel free to contact me.

Sincerely,

  
Vivian Mendez, CMC  
Town Clerk/Deputy Town Manager

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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



Crown Castle  
301 North Cattlemen Road, Ste 200  
Sarasota, FL 34232

Tel: 941.308.5253  
Fax: 724.416.6452  
www.crowncastle.com

November 24, 2014

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
561-881-3304

Attn: Dale Sugerman

**RE: Business Unit # 811572**  
**Site Name: AARB BRA110**

Dear Mr. Sugerman:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee") and Town of Lake Park ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated August 1, 1994, as may be amended ("Lease") for property located in Lake Park, Palm Beach County, FL ("Property").

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section 4B that there are four (4) five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended, in addition to the above described renewal terms, by an additional four (4) five (5) year renewal terms. The new final Lease expiration date will be August 9, 2039.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. On the first day of the second full month following full execution of the Lease Amendment, the monthly rent shall increase to Two Thousand Nine Hundred Fifty Dollars (\$2950.00) per month. Following such increase, the monthly rent shall adjust pursuant to the terms of 2b below.
- b. Commencing on August 10, 2015 and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to 3% of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
- c. In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease, if, after the full execution of the Lease Amendment, Lessee subleases the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Lessee agrees

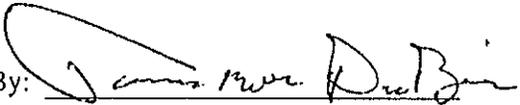
to pay to Lessor fifty percent (50%) of the rental payments actually received by Lessee from the Future Subtenant ("the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee.

- d. As further consideration for the revenue share provision in 2b above, Lessee shall have an irrevocable option ("Option") to lease up to a maximum of 2000 square feet of real property adjacent to the existing lease area at a location to be determined at Lessee's discretion ("Additional Lease Area"). Lessee may exercise the Option by providing written notice to Lessor at any time. Within 30 days after Lessee's exercise of the Option, Lessor shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area. In addition, within 30 days after Lessee's exercise of the Option, Lessor shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.
- e. Lessee will have the right to sublease or license use of the Property without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within 60 days after such sublease or license is fully executed.
- f. Lessee and its sublessees and/or licensees shall have the right to modify, alter, add, replace, remove, and maintain wireless communications facilities located within the Property without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within 60 days after such request is fully executed.
- g. If at any time prior to August 9, 2019: (a) Lessee exercises any of Lessee's rights to terminate the Lease, or (b) Lessee elects not to renew the Lease, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of rent that Lessee would have owed to Lessor under the Lease, between the date of such early termination or election not to renew, and August 9, 2019. The Termination Fee will be due and payable in the same manner and on the same dates as set forth in the Lease.
- h. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions

- i. Upon notice request from Lessor, such requests not to exceed one per calendar year, Lessee shall provide to Lessor a written certificate identifying the rental, license fees or other similar rent payments actually received by Lessee from each applicable subtenant or licensee during the prior lease year.
  - j. This Letter Agreement is subject to the approval of the Town Commission.
3. Upon receipt of this non-binding document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.
  4. If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via fax to 724-416-6452 or by e-mail to [Linda.doherty@crowncastle.com](mailto:Linda.doherty@crowncastle.com).

Lessor:

Town of Lake Park, FL

By: 

Name: James DuBois

Title: Mayor

Date: December 12, 2014

Lessor:

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

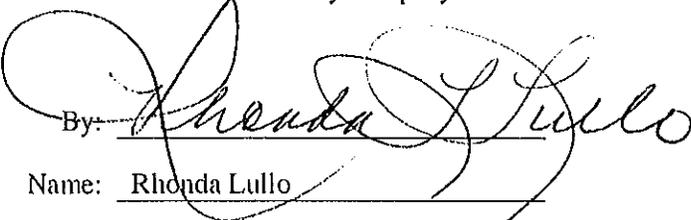
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Crown:

Crown Castle South LLC,  
a Delaware limited liability company

By: 

Name: Rhonda Lullo

Title: Land Acquisition Manager

Date: 11-21-14

Prepared out of State.  
Return to:  
Crown Castle  
1220 Augusta, Suite 500  
Houston, Texas 77057

Cross Index with Book 8391, Page 594

Tax Parcel #: 036-43-42-20-01-061-0250

#### MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT (“Amended Memorandum”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation (“Town”), with a mailing address of 535 Park Avenue, Lake Park, Florida 33403, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with Bellsouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BellSouth Carolinas PCS, L.P., a Delaware limited partnership (“Tenant”), with a mailing address of New Cingular Wireless, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324.

WHEREAS, Town and Bellsouth Mobility Inc., a Georgia corporation (“Bellsouth”), entered into a Lease Agreement dated August 1, 1994 (as amended and assigned, the “Agreement”), and recorded in Book 8391, Page 594 in the Office of the Clerk of Circuit Court of Palm Beach County (“Clerk’s Office”), whereby Town leased to Bellsouth a portion of land being described as a 35 feet by 65 feet (2,275 square feet) portion of that property (said leased portion being the “Property”) located at 700 6th Street (Tax Parcel #36-43-42-20-01-061-0250), Lake Park, Palm Beach County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on August 9, 2019 (“Original Term”), and Town and Tenant now desire to amend the

terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, Town and Tenant made and entered into a First Amendment to Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Town does hereby lease unto Tenant, its successors and assigns, the Property for four (4) additional five (5)-year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of forty-five (45) years, expiring on August 9, 2039, unless sooner terminated as provided in the Agreement; provided that upon expiration of the last extension term, the Agreement shall continue for annual terms thereafter until either party terminates the Agreement in accordance with the terms therein.

2. The description of the Property is as provided in the Agreement recorded in the Clerk's Office in Book 8391, Page 594.

3. If Town receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Town's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Town's interest in the Agreement, or an option for any of the foregoing, Town shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. The details of the right of first refusal granted to Tenant in the First Amendment are provided in the First Amendment.

4. Town has granted Tenant an Option (as defined in the First Amendment) to lease an additional 2,000 square feet of land contiguous to the Property during the term of the Agreement, which Option is more particularly defined in the First Amendment. The consideration for the additional land shall be calculated as provided in the First Amendment. The Option shall expire upon the expiration of the Agreement. Town may not market, lease, license, grant easement rights over or otherwise encumber any property which would prevent or interfere with Tenant exercising the Option.

5. If requested by Tenant, Town will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Town agrees to be named applicant if requested by Tenant. Town shall be entitled to no further consideration with respect to any of the foregoing matters.

Site Name: AARB BRA110

BU: 811572

Fixed Asset # 10023543

PPAB 2660395v1

6. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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