



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 16, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

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.

1. Final Public Hearing on the Budget Minutes of September 25, 2013 Tab 1
2. Regular Commission Meeting Minutes of October 2, 2013 Tab 2
3. Revised Letter of Support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 Revised Allocation of Justice Assistance Grant Funds in the Amount of \$362,544 Tab 3
4. Resolution No. 38-10-13 Authorizing and Directing the Mayor to Execute an Agreement for a One Year Term with Hy-Byrd Inc., to Continue to Provide the Town Building Inspection, Permitting and Other Building Official Services Tab 4
5. Authorize the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Miner, P.A. Tab 5

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

6. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town’s Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) and 70-104(E)(3) of the Town of Lake Park Code of Ordinances Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE IV, SECTION 70-104(e) AND (e)(3) OF CHAPTER 70 PERTAINING TO LEGAL NON-CONFORMING SIGNS; PROVIDING FOR THE EXTENSION OF THE AMORTIZATION DATE FOR LEGAL NON-CONFORMING SIGNS TO JULY 5, 2016; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

7. Authorization for Payment of Automobile Liability Deductible to the Florida Municipal Insurance Trust for the September 16, 2010 Vehicular Accident Claim Tab 7
8. Resolution No. 39-10-13 Authorize and Directing the Mayor to Execute a Letter Agreement with Calvin, Giordano, and Associates Inc., for the Maintenance of its Inkforce Code Enforcement Software Tab 8
9. Resolution No. 40-10-13 Amending Resolution 57-08-07 to Modify the Facility Rental Fee Schedule Tab 9
10. Resolution No. 41-10-13 A Resolution of the Town Commission of the Town Lake Park Amending Resolutions 20-05-10, 40-11-11, and 09-06-12 to Extend a Permit to Authorize Commercial Investments, LLC Doing Business as Earl Stewart Toyota to Continue the Temporary Use of a Lot it Owns for the Storage of its Vehicle Inventory Which Includes an Office Trailer Upon the Property for Use as a Vehicle Sales Office Tab 10

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 6, 2013

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 1*

Agenda Title: Final Public Hearing on the Budget Minutes of September 25, 2013

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

Approved by Town Manager *[Signature]* **Date:** *9/28/13*

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>sc</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Final Public Hearing on the Budget minutes of September 25, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call Final Public Hearing
On the Budget Meeting
Wednesday, September 25, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC HEARINGS

OPEN PUBLIC BUDGET HEARING

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

1. Resolution No. 32-09-13 Adopting the Millage Rate for Fiscal Year 2013-2014
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD

Tab 1

VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2013/2014; PROVIDING FOR AN EFFECTIVE DATE.

2. Resolution No. 33-09-13 Adopting the Budget for Fiscal Year 2013-2014

Tab 2

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

D. PUBLIC COMMENT:

This time is provided for addressing item 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. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

F. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, October 2, 2013



Minutes
Town of Lake Park, Florida
Special Call Final Public
Hearing on the Budget
Wednesday, September 25, 2013, 6:32 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of the Final Public Hearing on the Budget on Wednesday, September 25, 2013 at 6:32 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty and Kathleen Rapoza, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Commissioner Michael O'Rourke and Town Manager Dale Sugerman were absent.

Town Clerk Mendez performed the roll call.

Mayor DuBois led the pledge of allegiance.

PUBLIC HEARING:

Mayor DuBois opened the Public Hearing.

1. Resolution No. 32-09-13 Adopting the Millage Rate for Fiscal Year 2013-2014

A. Staff Report

Deputy Town Manager Mendez stated that "over the course of the past week, Town staff has been doing a number of follow-up calculations to our budget document. With the help of Blake Rane we have been able to rework the budget such that we are now in a position to recommend to the Commission a lowered millage rate. We would like to thank Commission Flaherty who spent a considerable amount of time with us going over the details of his concerns and his suggestions for helping us get to this point. The original millage rate recommendation was 8.9000. With the help of staff and Commissioner Flaherty, we will be able to recommend a final millage rate of 8.7863. Here is how we got there: we have slightly increased two revenue lines: Facility rentals and rents by \$2,000 and increased building permit fees by \$3,000. We have identified money in the General Fund budget that does not have to be spent: elimination of replacement computers for \$20,000, Lake Park Harbor Marina Transfer-out of \$16,700, waiting one (1) year to engage voting consultant for \$8,800, and reduction of assignment pay for Town Clerk/Deputy Town Manager of \$2,875. Total additional revenues or avoided expenses are \$53,375. We have to slightly increase one (1) expense line item: correction to medical insurance costs of \$3,174. We have to slightly decrease one (1) revenue line item: change in the CRA Administrative Fee due to lowering of the millage rate and that is \$3,824. For a total loss of revenues is \$6,998. Net effect of budget modifications, a decrease in General Fund spending will be a total of \$46,377. Therefore, with a net decrease in the General Fund spending in the amount of \$46,377, we will be

able to accomplish a millage rate reduction from 8.9000 to 8.7834 mils. Of course, the Town Commission is responsible for setting the final millage rate and determining what revenues should be collected and what expenses should be appropriated. However, based upon the extensive work that has been done it is recommended that the final millage rate for Fiscal Year 2013-2014 be set at 8.7834 mils. Staff is available to answer any questions from the Commission”.

B. Public Comments

None

C. Commission Deliberation

Vice-Mayor Glas-Castro stated that one of the things that was identified to cut is the Phase 2 for the Voting Consultant and that she has a concern with cutting this item. She requested input from the Town Attorney regarding delaying this item and asked if the delay would put the Town at a disadvantage since Phase 1 has begun.

Attorney Baird stated that he believes that delaying Phase 2 would regress. He explained that when he was out to market for the consultant the proposal that was received from Dr. Engstrom was a one (1) phase study and that included two (2) parts. Dr. Engstrom is currently doing the first phase that is coming out the Fiscal Year 2012-2013 budget and that the remainder of the study would be done in Fiscal Year 2013-2014. He stated that phase one (1) of the study will be completed shortly and will be ready to move onto phase two (2) which is the critical part of the study. He explained that if phase two (2) is deferred to next year or later, it could be that the data collected will have to be done over again. To that extent the Town would lose the \$800 for phase one (1) of the study and could be starting over in the next year.

Vice-Mayor Glas-Castro asked if there is \$8,800 in the Fiscal Year 2012-2013 budget that can be encumbered for the phase two (2) of the study.

Attorney Baird stated that it is about \$9,000 for the second phase.

Finance Director Blake Rane stated that he would not recommend encumbering additional funds.

Mayor DuBois asked what that means in regards to the \$8,800.

Finance Director Rane stated that \$8,800 is a pretty small number in comparison to the total budget but, he is trying to keep the Town in the black this year and would like to continue to move towards with that goal.

Commissioner Rapoza asked if phase two (2) is not included in the budget how will that affect the voting rights and will it interfere with the electoral process.

Attorney Baird stated that the next election is a Mayoral election. To that extent the Commission wants to have a referendum on the way Commissioners are elected on the Mayoral election, because it saves money to not have a special election. He stated that

2015 is an off year with no election. The Commission could have a referendum on that ballot as a special election and the Town would have to bear the costs of that special election. He stated that if the Commission waited until the 2016 election the four Commission seats would be up and the election would be held under the current voting method and effectively be delaying the change in the way Commissioners are elected for potentially another three (3) years.

Commissioner Rapoza stated that many residents have told her that they are very unhappy with the electoral process and they want a change.

Mayor DuBois asked what is the impact of \$8,800 in terms of mills at this tax assessment.

Finance Director Rane stated that it would increase the millage by 0.02212.

Mayor DuBois asked what the total millage rate would be with the increase.

Finance Director Rane stated it would be 8.8055.

Mayor DuBois stated every increase in the budget has an effect on the millage rate.

Vice-Mayor Glas-Castro stated that she suggested keeping the planner part-time versus full-time and that would save \$20,275. She stated that Town Manager Sugerman has stated that there is value added going to full-time because she becomes exempt and can work additional hours without overtime pay should the extra time be needed.

Mayor DuBois stated that Kelly Smallridge and Gary Hines at the Business Development Board (BDB) have stated that they are expecting increases in economic development. He stated that the Town's Planning and Zoning Board are having regular meeting because there is an increase in applications to the Town for development. He asked about the 2.5% contribution to the 401(a) pension plan and if all of the eligible Town staff are contributing to the 401(a) pension plan and if the calculation for the funds requested for the 2.5% contribution an assumption that all employees would be contributing.

Finance Director Rane stated that the 2.5% match, matches the employees contribution to their 457 plan and that the 401(a) plan is the 5% that the Town contributes automatically after the first year of employment. He stated that approximately half of the Town employees are currently contributing something to their 457 plan. The assumption in the budget is that about 50% more will contribute then are currently contributing. By the Commission approving the 2.5%, it entices a significant number of more contributions.

Mayor DuBois asked in order to get the 2.5% match an employee would have to max out their contribution to the 457 plan.

Finance Director Rane stated that the employee would have to contribute 5% to get the 2.5% match.

Mayor DuBois explained that the Town has had a 457 plan for many years and that has just been over the past few years that the Town has not provided a match. He stated that

even when the Town did the match in previous years not all employees contributed to the 457 plan. He stated that the match has been budgeted with the hope that more employees would contribute to the 457 plan.

Finance Director Rane explained that staff compared the difference in the amount contributed by employees when the Town provided a match to the amount contributed by employees when the Town stopped providing the match. He stated that the estimated budget is a best guess as to the Town's responsibility for the 2.5% match.

Commissioner Rapoza stated that 2.5% match is an incentive for the employee to contribute more to the 457 plan.

Finance Director Rane stated that if an employee does not contribute into the 457 plan the employee does not get the 2.5% match. He explained that the Town matches 50% of the employee contribution up to 5%.

Mayor DuBois stated that the amended recommended millage rate is 8.7834 and if the Commission desires to continue with the Voting Consultant, the millage would be 8.8055.

Commissioner Flaherty asked for consensus from the Commission regarding including the funds for the Voting Consultant.

The Commission reached consensus to include the funds for the Voting Consultant.

Motion: A motion was made by Commissioner Flaherty to approve Resolution No. 32-09-2013 setting the Millage Rate for the Fiscal Year 2013-2014 at 8.8055; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0.

2. Resolution No. 33-09-13 Adopting the Budget for Fiscal Year 2013-2014

A. Staff Report

None

B. Public Comments

None

C. Commission Deliberation

elimination of replacement computers for \$20,0000, Lake Park Harbor Marina Transfer-out of \$16,700, waiting one (1) year to engage voting consultant for \$8,800, and reduction of assignment pay for Town Clerk/Deputy Town Manager of \$2,875. Total additional revenues or avoided expenses are \$53,375. We have to slightly increase one (1) expense line item: correction to medical insurance costs of \$3,174. We have to slightly decrease one (1) revenue line item: change in the CRA Administrative Fee due to lowering of the millage rate and that is \$3,824.

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 33-09-13 with amendments; Commissioner Flaherty made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0.

Mayor DuBois closed the Public Hearing.

PUBLIC COMMENT:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Commissioner Flaherty thanked staff for their hard work on the budget.

Mayor DuBois thanked the Commission for their hard work on the budget and that all of the Commissioner's have done what they can to increase revenue and/or decrease expenditures in a very tight year.

Commissioner Rapoza no comments.

Vice-Mayor Glas-Castro no comments.

Attorney Baird no comments.

Deputy Town Manager Mendez no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:39 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 2*

Agenda Title: Regular Commission Meeting Minutes of October 2, 2013

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

Approved by Town Manager *[Signature]* **Date:** *10/9/13*

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>SC</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission meeting minutes of October 2, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 2, 2013,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Honoring Lisa Colgan for her Years of Service on the Library Board Tab 1
2. Proclamation Honoring Staples in Lake Park Tab 2
3. Proclamation Honoring the Lake Park Kiwanis Tab 3
4. Proclamation Honoring Publix in the Northlake Promenade Shoppes Tab 4
5. Proclamation Honoring the Toyota Motor Corporation and Earl Stewart Toyota Tab 5

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.

6. First Public Hearing on the Budget Minutes of September 10, 2013 Tab 6
7. Special Call Regular Commission Meeting Minutes of September 10, 2013 Tab 7
8. Regular Commission Meeting Minutes of September 18, 2013 Tab 8
9. Resolution No. 27-09-13 Authorizing the Mayor to Sign the Application for State Aid to Libraries Tab 9
10. Resolution No. 35-10-13 Authorizing the Mayor to Approve the Town Piggybacking the "Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and CrowderGulf Joint Venture, Inc. Tab 10
11. Resolution No. 36-10-13 Authorizing the Mayor to Approve the Town Piggybacking the Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and Phillips and Jordan, Inc. Tab 11
12. Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal Tab 12
13. Consenting to the Execution of the Interlocal Agreement for the Final Termination and Dissolution of the South East Risk Management Association Tab 13

F. BOARD APPLICANTS:

14. Consideration of Erich Von Unruh as a Regular member of the Planning and Zoning Board Tab 14
15. Consideration of Ludie Francois as an Alternate Member of the Library Board Tab 15
16. Consideration of Gunny Brutus as an Alternate Member of the Library Board Tab 16
17. Consideration of Ludie Francois as a Regular Member of the Planning and Zoning Board Tab 17
18. Consideration of Martin Schneider as a Regular Member of the Planning and Zoning Board Tab 18

G. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

19. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town's Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) of the Town of Lake Park Code of Ordinances Tab 19

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE IV, SECTION 70-104(e) AND (e)(3) OF CHAPTER 70 PERTAINING TO LEGAL NON-CONFORMING SIGNS; PROVIDING FOR THE EXTENSION OF THE AMORTIZATION DATE FOR LEGAL NON-CONFORMING SIGNS TO JULY 5, 2016; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

20. Ordinance No. 14-2013 Adoption of Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled “Mobile Vendors” Providing for Amendments Pertaining to Food and Merchandise Sales and Services by Mobile Vendors in the Town.

Tab 20

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED “MOBILE VENDORS”; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. QUASI-JUDICIAL PUBLIC HEARING:

21. Resolution No. 34-10-2013 Request by Offlease Automart LLC to Establish a Vehicle Sales with an Accessory Vehicle Repair Shop Establishment for Minor Installations without the Use of Heavy Machinery for Repairs of the Drainage and/or Refilling of Vehicles with Fluids at 1301 10th Street in the C-1 Business District.

Tab 21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR VEHICLE SALES WITH AN ACCESSORY REPAIR SHOP ESTABLISHMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS:

22. Canceling the January 1, 2014 Regular Commission Meeting

Tab 22

23. Resolution No. 37-10-13 Recognizing Florida City Government Week October 20 – 26, 2013

Tab 23

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, October 16, 2013



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 2, 2013, 6:45 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 2, 2013 at 6:45 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Vivian Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

Mayor DuBois stated that a Public Comment Card had been received.

Public Comment:

Eugene Zuravlov, 128 E Jasmine Drive, commented on Proclamations presented to Staples and Publix.

1. Proclamation Honoring Lisa Colgan for her Years of Service on the Library Board

Mayor DuBois read the Proclamation.

2. Proclamation Honoring Staples in Lake Park

Mayor DuBois presented the Proclamation.

3. Proclamation Honoring the Lake Park Kiwanis

Mayor DuBois presented the Proclamation.

4. Proclamation Honoring Publix in the Northlake Promenade Shoppes

Mayor DuBois presented the Proclamation.

5. Proclamation Honoring the Toyota Motor Corporation and Earl Stewart Toyota

Mayor DuBois presented the Proclamation.

PUBLIC COMMENT:

None

CONSENT AGENDA:

Mayor DuBois requested that item 8 Regular Commission Meeting Minutes of September 18, 2013 be pulled from the consent agenda.

- 6. First Public Hearing on the Budget Minutes of September 10, 2013**
- 7. Special Call Regular Commission Meeting Minutes of September 10, 2013**
- 8. Regular Commission Meeting Minutes of September 18, 2013**
- 9. Resolution No. 27-09-13 Authorizing the Mayor to Sign the Application for State Aid to Libraries**
- 10. Resolution No. 35-10-13 Authorizing the Mayor to Approve the Town Piggy backing the "Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and CrowderGulf Joint Venture, Inc.**
- 11. Resolution No. 36-10-13 Authorizing the Mayor to Approve the Town Piggybacking the Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and Phillips and Jordan, Inc.**
- 12. Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal**
- 13. Consenting to the Execution of the Interlocal Agreement for the Final Termination and Dissolution of the South East Risk Management Association**

Motion: A motion was made by Commission O'Rourke to approve Consent Agenda Items 6-7 and 9-13; Vice Mayor Glas Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

8. Regular Commission Meeting Minutes of September 18, 2013

Mayor DuBois stated that the following statement was reflected in the September 18, 2013 minutes on page 5: "Mayor DuBois recommended that the item be changed to specify that the Parking Permit is for the use of the ramp and that it is for a twenty-four (24) hour period. Commissioner O'Rourke spoke in opposition of the change because this is changing what the Commission is doing and thinks there needs to be proper notice and withdrew his second to the motion". He wanted to clarify that it was not his intent to request a large change in the advertised item on the agenda it was only intended that the item be modified and brought back to the Commission on another agenda. He stated that

he would generally not “pull the rug” out from under an agenda item and ask for it to be completely changed.

Motion: A motion was made by Commission O’Rourke to approve the Regular Commission Meeting Minutes of September 18, 2013, with the qualifications made by Mayor DuBois; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

BOARD APPLICANTS:

Mayor DuBois invited the applicants to introduce themselves and give a brief history of themselves.

Ludie Francois introduced herself and provided background information about herself.

Erich Von Unruh introduced himself and provided background information about himself.

Martin Schneider introduced himself and provided background information about himself.

Gunny Brutus introduced himself and provided background information about himself.

Vice-Mayor Glas-Castro asked how many regular and alternate members are needed for the Planning and Zoning Board.

Town Clerk Mendez explained that the alternate member became a regular member when the Code changed. The Planning and Zoning Board currently has three (3) regular members. Therefore, there are two (2) regular member and two (2) alternate member openings on the Planning and Zoning Board.

Vice-Mayor Glas-Castro asked how many openings are on the Library Board.

Town Clerk Mendez explained that the Library Board currently has five (5) regular members and two (2) alternate members openings.

Commissioner O’Rourke asked if the alternate member would become a voting member when a regular member is absent at a meeting.

Town Clerk Mendez stated “yes”.

Vice-Mayor Glas-Castro asked if as a practice alternate members have been permitted to participate in discussion and if all the regular members are present would not be permitted to vote.

Town Clerk Mendez stated “yes”.

14. Consideration of Erich Von Unruh as a Regular Member of the Planning and Zoning Board

Motion: A motion was made by Commissioner Flaherty to Nominate Erich Von Unruh as a Regular Member to the Planning and Zoning Board; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

15. Consideration of Ludie Francois as an Alternate Member of the Library Board

Motion: A motion was made by Commissioner O’Rourke to Nominate Ludie Francois as an Alternate Member of the Library Board; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

16. Consideration of Gunny Brutus as an Alternate Member of the Library Board

Motion: A motion was made by Commissioner Rapoza to Nominate Gunny Brutus as an Alternate Member of the Library Board; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

17. Consideration of Ludie Francois as a Regular Member of the Planning and Zoning Board

Commissioner O'Rourke stated that based on the order of the applications on the agenda and there being two (2) regular and (2) alternate member openings on the Planning and Zoning Board that Ludie Francois would be appointed as a regular member and Martin Schneider would be an alternate member. He stated that Martin Schneider has experience as a Planner and that would be a valuable commodity for a member of the Planning and Zoning Board. He requested that Martin Schneider's application be considered first.

Vice-Mayor Glas-Castro suggested that Ms. Francois be nominated as an alternate member of the Planning and Zoning Board.

Motion: A motion was made by Commissioner O'Rourke to Nominate Ludie Francois as an Alternate Member of the Planning and Zoning Board; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

18. Consideration of Martin Schneider as a Regular Member of the Planning and Zoning Board

Motion: A motion was made by Vice-Mayor Glas-Castro to Nominate Martin Schneider as a Regular Member of the Planning and Zoning Board; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

19. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town's Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) of the Town of Lake Park Code of Ordinances

Town Manager Sugerman and Community Development Director Nadia DiTommaso explained the item (see attached Exhibit "A").

Mayor DuBois asked that the notice that is sent include language that the sign is currently a Legal Non-Conforming sign and that the sign does not meet current code requirements and requested that the sign is brought into compliance with the Code. He stated that the deadline for conformity has been in place for years and as some point the sign must be brought into conformity.

Motion: A motion was made by Commissioner O'Rourke to adopt Ordinance 15-2013 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING/QUASI-JUDICIAL:

20. Ordinance No. 14-2013 Adoption of Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled "Mobile Vendors" Providing for Amendments Pertaining to Food and Merchandise Sales and Services by Mobile Vendors in the Town.

Town Manager Sugerman explained the item (see attached Exhibit "B").

Motion: A motion was made by Commissioner O'Rourke to adopt Ordinance 14-2013 on Second Reading; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

QUASI-JUDICIAL PUBLIC HEARING:

21. Resolution No. 34-10-2013 Request by Offlease Automart LLC to Establish a Vehicle Sales with an Accessory Vehicle Repair Shop Establishment for Minor Installations without the Use of Heavy Machinery for Repairs of the Drainage and/or Refilling of Vehicles with Fluids at 130110th Street in the C-1 Business District.

Mayor DuBois opened the Quasi-Judicial Hearing.

Attorney Baird swore in the applicant, witnesses and staff.

Attorney Baird polled the Commission for ex-parte communication.

Vice Mayor Glas-Castro stated that she had e-mail communications with Community Development Director Nadia DiTommaso regarding the item and that she drove by the site.

Mayor DuBois stated that as part of his duties as liaison to the Planning and Zoning Board he attended the Planning and Zoning Board meeting when this item was considered. He did not communicate with staff regarding the item.

Commissioner O'Rourke stated that he spoke with John Beale, Realtor, regarding this property.

Commissioners Flaherty and Rapoza had no ex-parte communications regarding this item.

Community Development Department Director DiTommaso explained the item (see attached Exhibit "C").

Jerry Lee, Applicant, introduced himself and his partners Chris McKee and Dan Wyne. He advised that he did not have a formal presentation and that he was available to answer questions from the Commission.

Commission Deliberation:

Vice-Mayor Glas-Castro stated that the staff report and the site plan include a reference to a service area as a hub cap and rim installation area. She asked if this is going to be a shop where one could get designer rims and if not what will the area be utilized to do.

Mr. Lee stated “no”. He explained that the area will be utilized to replace tires and stated that they are not mechanics and that they will not be changing oil or anything of that nature.

Mr. McKee stated that is for the replacement of broken or missing hubcaps and rims that have been purchased for resale. They will not be open to the public for repairs.

Commissioner O’Rourke asked how long the applicant has been in the business of automobile sales.

Mr. Lee stated that combined they have been in the business over 90 years.

Commissioner Flaherty asked if other areas were looked at in the Town. He expressed concern about having a car lot on 10th Street which is the entrance to the Downtown area. Otherwise, he likes the business idea that the applicant is presenting.

Mr. McKey stated that they do not want to look like a car lot and that is why they like the 1301 10th Street location. He stated that this is not going to be the “typical retail” car dealership.

Mayor DuBois asked if the request for the use to do tire, hubcap and rim repairs is what has triggered the special exception section of the Town Code of Ordinances.

Community Director DiTommaso explained that vehicle sales requires special exception approval in the Commercial -1 (C1) zoning district and stated that the special exception is for Vehicle Sales and Accessory Vehicle Repair.

Vice-Mayor Glas-Castro asked if Vehicle Repair could be approved as a special exception.

Community Development Director DiTommaso stated “no”.

Mayor DuBois asked if vehicle sales without repair would also require special exception approval.

Community Development Director DiTommaso stated “yes”.

Vice-Mayor Glas-Castro asked if special exceptions run with the land or the business.

Attorney Baird stated that it would run with the land.

Vice-Mayor Glas-Castro asked if a condition of approval could be that the special exception runs with the business and not the land so that if the Town moved forward with redevelopment in the 10th Street corridor it would not be vested interest.

Attorney Baird stated that the Commission could not impose that condition because the zoning runs with the land. If the desire is to limit the repair aspect of the use, he suggested that condition four (4) “The repair shop component of the special exception

use shall be limited to minor installations only without the use of heavy machinery or fluids” be changes to “The business may be permitted to install tires, rims and hubcaps as necessary”.

Commissioner O’Rourke asked the applicant if they objected to the change.

Mr. Lee stated that they have no objection to the change in condition four (4).

Vice-Mayor Glas-Castro stated that the Code of Ordinance list the special exception as “Vehicle Sales and Accessory Repair Shop”.

Attorney Baird stated that if it is the Commission desire to limit the use of the property to vehicle sales and changing out tires, hubcaps and rims then any reference to the vehicle repair shop that appears in the Resolution should be eliminated. He stated that staff can make those changes based on Commission action and the Commission can adopt the Resolution as amended.

Vice-Mayor Glas-Castro suggested that the conditions also include that the changing of tires, hubcaps and rims only occur normal business hours when the sales operation is open to the public and that no outside vehicles will be accepted for service.

The applicant agreed to the changes to the conditions for approval.

Mayor DuBois asked if they will be taking trade-ins.

Mr. Lee stated “yes”. He explained that any trade-in that is deemed un-repairable or vehicle that they do not want to display in the lot, those vehicles would not remain on the property for an extended period of time.

Mayor DuBois asked if they received a delivery of vehicles could the delivery be maintained on the property.

Mr. McKee stated “yes”.

Vice-Mayor Glas-Castro stated that the existing fence on the south side of the property is chain-link and asked if that is what is being proposed for the north side of the property. She asked how the west side of the property is being secured.

Mr. Lee stated “yes”.

Mr. McKee stated that the west side will have the same fencing as the rest of the property with a hedge.

Commissioner O’Rourke asked if the hedge would be on the outside of the hedge.

Mr. McKee stated “yes”.

Vice-Mayor Glas-Castro asked if chain-link fence is allowed along a major corridor such as 10th Street.

Community Development Director DiTommaso stated “yes” and explained that the landscaping is required to be on the outside of the fence.

Commissioner O’Rourke asked what is the height of the fence.

Mr. McKee stated five (5) feet the same height as the hedge.

Mayor DuBois suggested an “estate” type of fence similar to fencing behind the Publix on Northlake Boulevard.

Mr. Lee stated that “estate” type fencing is expensive. He explained that the fence will be hedged so that it is hidden.

Mayor DuBois stated that a hedged fence creates a kind of “opacity” where a person could get in behind the fence at night whereas, the “estate” type fencing allows some transparency.

Mr. Lee stated that the business is not generating a lot of walk in traffic.

Mayor DuBois asked what hedge material will be used.

Mr. McKee stated that the hedge material will not be ficus and that it will be similar to the hedge material at the Bennett Auto Supply across the street. He stated that it is a Town approved xeriscape hedge. He stated that the hedge will be 32” at installation.

Mayor DuBois stated that for a number of years there will be a difference between the height of the hedge and the fence and that the chain-link fence would be visible.

Vice-Mayor Glas-Castro expressed concern about having chain-link fence along 10th Street and suggested bollards that would restrict vehicles from being removed or brought onto the property or an aluminum decorative fence.

Mr. McKee stated that they considered putting in posts similar to Vice-Mayor Glas-Castro’s suggestion but cost is a consideration. He stated that they cannot afford decorative fencing. He explained the reasons that chain-link has been chosen over posts. He stated that the main reason is security and access to the property.

Mayor DuBois stated that the Town has put a lot of effort into rehabilitating 10th Street and that the Community Redevelopment Agency (CRA) has provided a loan and a grant to this property. He suggested a four (4) foot fence. He asked what is the maximum fence height in the front of property in residential areas.

Community Development Director DiTommaso stated that the maximum fence height in residential areas is forty (40) inches and up to an additional six (6) inches for decorative features.

Mayor DuBois asked what is the maximum rear fence height in Commercial areas.

Community Development Director DiTommaso stated eight (8) feet.

Commissioner O'Rourke asked if the property is in the CRA boundaries.

Mayor DuBois stated "yes".

Commissioner O'Rourke stated that the restaurant that was at that location has been closed for approximately two (2) years and that it is his view that the Commission should work with these applicants to have a business operating at the property. He understands about the aesthetics because the Commission wants to make the Town better.

Mr. Wyne stated that he understands the Commission's concerns and that he is a stickler for the appearance of the overall area because he realizes the importance to them and the Town. He stated that they have been maintaining the property and improving the appearance by ensuring that trash is removed. He assured that the property will not be an eye sore. He stated that they need to be security minded and they will not put up a barrier that will be a stockade but will discourage someone thinking about stealing vehicle on the property. He stated that an aluminum fence does not provide the security necessary for this type of business.

Vice-Mayor Glas-Castro stated that chain-link fence is a deal killer for her.

Mayor DuBois asked what can be done to save money in order for the applicant to be able to install a better streetscape.

Mr. Lee asked for a description of decorative fence.

Mayor DuBois stated a rod iron, steel or aluminum material with spacing of four (4) inches apart or less and half-inch diameter.

Vice-Mayor Glas-Castro stated that Mercedes dealership on Alternate A1A has a low rail system and Arrigo Dodge has a low rail system and bollards.

Attorney Baird suggested that the Commission allow the applicant to work with staff to met the Commission's expectations.

Mr. Wyne stated that if the Commission wants a decorative fence then they will install a decorative fence. He stated that he spoke with Public Works Director Dave Hunt and he suggested the new fencing that was installed at the Marina, which is a pipe fence with a wire running through it. He stated that he can duplicate that fence and install a hedge and the fence will be hidden within a few months. He stated that will prevent anyone from taking vehicles from the property.

Mayor DuBois thinks that is the way to go and thanked the applicant for effort to work on the issue. He asked if the item was going to have to be brought back for the Commission to approve the changes.

Mr. Wyne stated that “time is money” and requested if possible that the Commission approve the item at this meeting.

Attorney Baird stated in order to accomplish the changes directed by the Commission the following changes to the Resolution would have to be made: (1) amended the title of the Resolution to delete “WITH AN ACCESSORY REPAIR SHOP ESTABLISHMENT”, (2) amend the first Whereas clause of the Resolution to delete “with accessory repair shop”, (3) amend Section 2 of the Resolution to delete “with accessory repair shop”, (4) amend the plans referenced in Section 2 subparagraph (1) to delete references to vehicle repair shop so that the plans are consistent with the approved development order, (5) delete condition (4) and to add the condition that the business may be permitted to install tires, rims and hubcaps as necessary only during normal business hours when the sales operation is open to the public and that no outside vehicles will be accepted for service, (6) amend the plans, if they show a chain-link fence, to show a decorative fence, and (7) amend the Resolution to add the condition that a decorative fence is required along the west property line.

Town Manager Sugerman stated that the applicant does not think that a decorative fence is definitive enough for them to implement.

Vice-Mayor Glas-Castro asked if there is a name for the type of fence that was installed at the Marina.

Town Manager Sugerman stated that it is called a post and cable fence.

Mr. Wyne stated that they would submit a picture of the fence at the Marina with the Fence Permit.

Public Comment:

None

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 34-10-2013, as amended; Commissioner O’Rourke made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

NEW BUSINESS:

22. Canceling the January 1, 2014 Regular Commission Meeting

Town Manager Sugerman explained the item (see attached Exhibit “D”).

Motion: A motion was made by Commissioner O’Rourke to cancel the January 1, 2014 regularly scheduled Commission meeting; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

23. Resolution No. 37-10-13 Recognizing Florida City Government Week October 20 - 26, 2013

Town Manager Sugerman explained the item (see attached Exhibit “E”).

Motion: A motion was made by Commissioner O’Rourke to approve Resolution No. 37-10-13; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird no comments.

Town Manager Sugerman no comments.

Commissioner O’Rourke stated that he attended the Florida League of Cities Growth Management and Economic Development Committee meeting on September 20, 2013.

Commissioner Rapoza congratulated everyone that received a proclamation. She stated that she has a certificate of appreciation for Diane Bernhard for her contributions to the Summer Camp Program.

Mayor DuBois thanked Earl Stewart and Toyota Corporation for their donations to the Town. He stated that he has a letter to Governor Rick Scott regarding sober homes and

asked for the Commission to authorize him to sign it on behalf of the Town (see attached Exhibit "F").

Motion: A motion was made by Commissioner O'Rourke to Authorize the Mayor to Sign the Letter; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois stated that the letter is working concurrently with legislation that is being proposed regarding regulation on sober homes. He stated that the legislation looks promising. He confirmed that the Commission authorized the local Veterans of Foreign Wars (VFW) use of tables, chairs and a microphone speaker system for Veteran's Day. He stated that Trunk or Treat is coming up at the end of October. He thanked the Library for the opportunity to read to the kid's last night for the Twilight Hours Reading Program. He stated he will be reading "Otis" tomorrow for the kid's.

Commissioner Rapoza stated that Kiwanis wants to participate in Trunk or Treat and the Tree Lightning this year.

Commissioner Flaherty no comments.

Vice-Mayor Glas-Castro no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:40 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 19

Agenda Title: STAFF INITIATED REQUEST TO EXTEND THE LEGAL NON-CONFORMING SIGNAGE EXPIRATION DATE FOR SIGNS THAT DO NOT MEET THE TOWN'S CURRENT CODE REQUIREMENTS FROM MAY 31, 2014 TO JULY 5, 2016 IN SECTION 70-104(E) AND 70-104(E)(3) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON 1st READING
[] NEW BUSINESS
[] OTHER

Approved by Town Manager [Signature] Date: 9/20/13

Nadia Di Tommaso / Community Development Director [Signature]
Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Ordinance 15-2013, Copy of Courtesy Letter from April 2011), Advertised (Date: N/A on 1st reading), and notification status (Yes I have notified everyone ND or Not applicable in this case).

Summary Explanation/Background:

In 2003, the Town of Lake Park signed an Interlocal Agreement with Palm Beach County (PBC), the Village North Palm Beach (NPB) and Palm Beach Gardens (PBG) to create the Northlake Boulevard Task Force and adopt guidelines along Northlake Boulevard from Interstate 95 to US-Highway 1. In doing so, the Northlake Boulevard Overlay Zone (NBOZ) was created in an attempt to share common zoning, landscaping, and signage guidelines and properly coordinate all issues related to the NBOZ between jurisdictions. In short, the NBOZ guidelines are a separate set of zoning code requirements for properties located on the south side of Northlake Boulevard in the Town of Lake Park.

Shortly after joining the Task Force in 2003, the Lake Park Town Commission decided to withdraw the Town from the Task Force and consequently withdrew from adopting the NBOZ guidelines. NPB, PBG and PBC adopted the NBOZ guidelines in 2003 which include a 10-year timeframe for non-conforming signs to come into compliance. It was only on July 5, 2006 that Lake Park rejoined the Task Force and adopted the NBOZ guidelines. Hence, Lake Park's 10-year compliance schedule only began on July 5, 2006, making Lake Park the only municipality participating in the Northlake Boulevard Task Force to establish a signage compliance date of July 5, 2016 and not 2013 similar to PBC, PBG and NPB. In recent years however, PBC, and PBG have extended their signage compliance date to 2014 in order to provide additional time to their property owners. NPB was able to deal with the issue early on and managed to eliminate their pole signs (for example) by providing financial assistance to their affected property owners.

This being said, The Town of Lake Park also has an overall signage Code regulating signage in the entire Town. Generally, when Codes have overlapping sections relating to the same issue, the more restrictive Code section applies. This overall signage Code, found in Chapter 70 of the Town Code of Ordinances, sets forth a May 31, 2014 compliance date for ALL non-conforming signs throughout the Town. This date was already extended once by a prior Town Commission from July 1, 2013 to May 31, 2014 given the previous economic downturn and the need to grant some relief to property owners. This one-year extension was approved through Ordinance 03-2011 and approximately 700 courtesy letters to ALL commercial property owners were mailed following the Ordinance approval on April 6, 2011. A copy of the courtesy letter which explains the action that took place is included with this agenda item.

In an attempt to further alleviate the strain to commercial property owners in ALL areas of the Town and most importantly afford property owners, including those located in the NBOZ, the same 10-year signage compliance timeline, staff is recommending that the non-conforming signage compliance date is extended to **July 5, 2016** in the overall signage Code in Article IV, Section 70-104(e) and (e)(4). The extension will also bring back the originally intended compliance date for property owners located within the NBOZ. *NO change to the permitted or prohibited signs is being proposed.*

Staff recommends approval.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 15-2013 on first reading.

Exhibit "B"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 20

Agenda Title: ADOPTION OF A STAFF INITIATED TEXT AMENDMENT TO MODIFY CHAPTER 22, ARTICLE III, OF THE TOWN CODE OF ORDINANCES ENTITLED "MOBILE VENDORS" PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN

- Special presentation/reports, Board appointment, Public hearing ordinance on 2nd reading, New business, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 9/20/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Funding Source: Town Clerk, Acct. #106-48100), Attachments (Ordinance 14-2013, Legal Ad), Advertised (Date: 09-22-2013, Paper: Palm Beach Post), and notification status.

Summary Explanation/Background:

The original Mobile Vendor Ordinance was adopted in June 2010 under the solicitation Chapter 22 of the Town of Lake Park Code of Ordinances.

Over the past few months, staff has had several discussions internally about the current Mobile Vendor registration requirement. There is some confusion with the language as it is currently written and as it relates to individuals who simply come into Town to provide a service from a point of sale outside of the Town.

grass on a bi-weekly basis. If these individuals/companies are not selling their service from their motor vehicle, and are naturally registered elsewhere, whether it be through a Home Office Business Tax Registration or a Commercial Business Tax Registration, then staff's interpretation of the Ordinance is that they would not need a Mobile Vendor Registration. *Services* are performed at households every single day and it is unreasonable and impossible to assume that each and every *service* being performed would require a Mobile Vendor registration; however, in order to adequately capture this interpretation, the Ordinance needs to be modified slightly as proposed in the attached Ordinance to provide a clear enforcement mechanism for Mobile Vendors traveling the streets of the Town with the intent to "solicit", in other words "sell" from their motor vehicles. The existing language also serves to protect existing businesses in Town by placing distance separation requirements on Mobile Vendors selling food, merchandise or services similar to those sold by established businesses in Town who have a physical commercial location.

This being said, there are certain motor vehicles that do sell services from their motor vehicles, such as the Mobile Car Wash; Mobile Pet Grooming; and Mobile Marina Repair (for example) that may travel our streets in an attempt to sell their services. These vehicles would fall under our Mobile Vendor classification and would need to register. The landscaper, who cuts the lawn every week and either has a Home Office Business Tax Registration, or a Commercial Business Tax Registration, would not need to register as a Mobile Vendor for the *service* being provided in the Town of Lake Park from another point of sale.

Staff is proposing minor changes to the Code pursuant to the attached Ordinance to simply clear up this confusion. While the proposed changes do not affect how the Ordinance is currently being enforced and will not require any additional restrictions or requirements, the Ordinance will serve to provide some clarity as it relates to vehicles selling services (*requires a registration*) versus providing services that were initiated from a point of sale other than the motor vehicle (*does not require a registration*).

Town Commission Recommendation on 1st Hearing (09-18-2013): Unanimous approval 5-0.

Recommended Motion: I move to ADOPT Ordinance 14-2013 on second reading.



Exhibit "c"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 21

Agenda Title: REQUEST BY OFFLEASE AUTOMART LLC TO ESTABLISH A VEHICLE SALES WITH AN ACCESSORY VEHICLE REPAIR SHOP ESTABLISHMENT FOR MINOR INSTALLATIONS WITHOUT THE USE OF HEAVY MACHINERY FOR REPAIRS, OR THE DRAINAGE AND/OR REFILLING OF VEHICLES WITH FLUIDS AT 1301 10TH STREET IN THE C-1 BUSINESS DISTRICT

- 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: 9/20/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad and Certified Mail, Funding Source: Applicant, Acct. # 4714), Attachments (Staff Report, Resolution 34-10-2013, Copy of Applicant's Application, Copy of Legal Ad and Certified Letter, Survey and Site Plan; Photometric Plan), Advertised (Date: September 22, 2013, Paper: Palm Beach Post), and notification details.

Summary Explanation/Background: PLEASE SEE STAFF REPORT.

Recommended Motion: I MOVE TO APPROVE THE PROPOSED SPECIAL EXCEPTION APPLICATION FOR A VEHICLE SALES WITH AN ACCESSORY VEHICLE REPAIR SHOP ESTABLISHMENT FOR MINOR INSTALLATIONS WITHOUT THE USE OF HEAVY MACHINERY FOR REPAIRS, OR THE DRAINAGE AND/OR REFILLING OF VEHICLES WITH FLUIDS AT 1301 10TH STREET IN THE C-1 BUSINESS DISTRICT.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: October 2, 2013**

**SPECIAL EXCEPTION APPLICATION BY OFFLEASE AUTOMART TO
OPERATE A VEHICLE SALES WITH AN ACCESSORY REPAIR SHOP
ESTABLISHMENT AT 1301 10TH STREET**

APPLICANT'S REQUEST: Offlease Automart LLC (the "Applicant") has submitted an application for a Special Exception use of vehicle sales with the accessory use of vehicle repair (the Application) for the property located at 1301 10th Street ("Property" or "Site"). The existing building on the Site is proposed to be used as a sales office and customer service area. The covered outdoor area is proposed to be used as a hubcap and rim installation area without the use of heavy machinery other than hand-held and electrically-operated tools.

BACKGROUND:

Applicant(s): Offlease Automart LLC
Property Owner(s): Prime Plaza Inc.
Address/Location: 1301 10th Street
Net Acreage: 0.947
Legal Description: KELSEY CITY LOTS 19 TO 30 INC BLK 79
Existing Zoning: Commercial-1 (C-1)
Future Land Use: COMMERCIAL

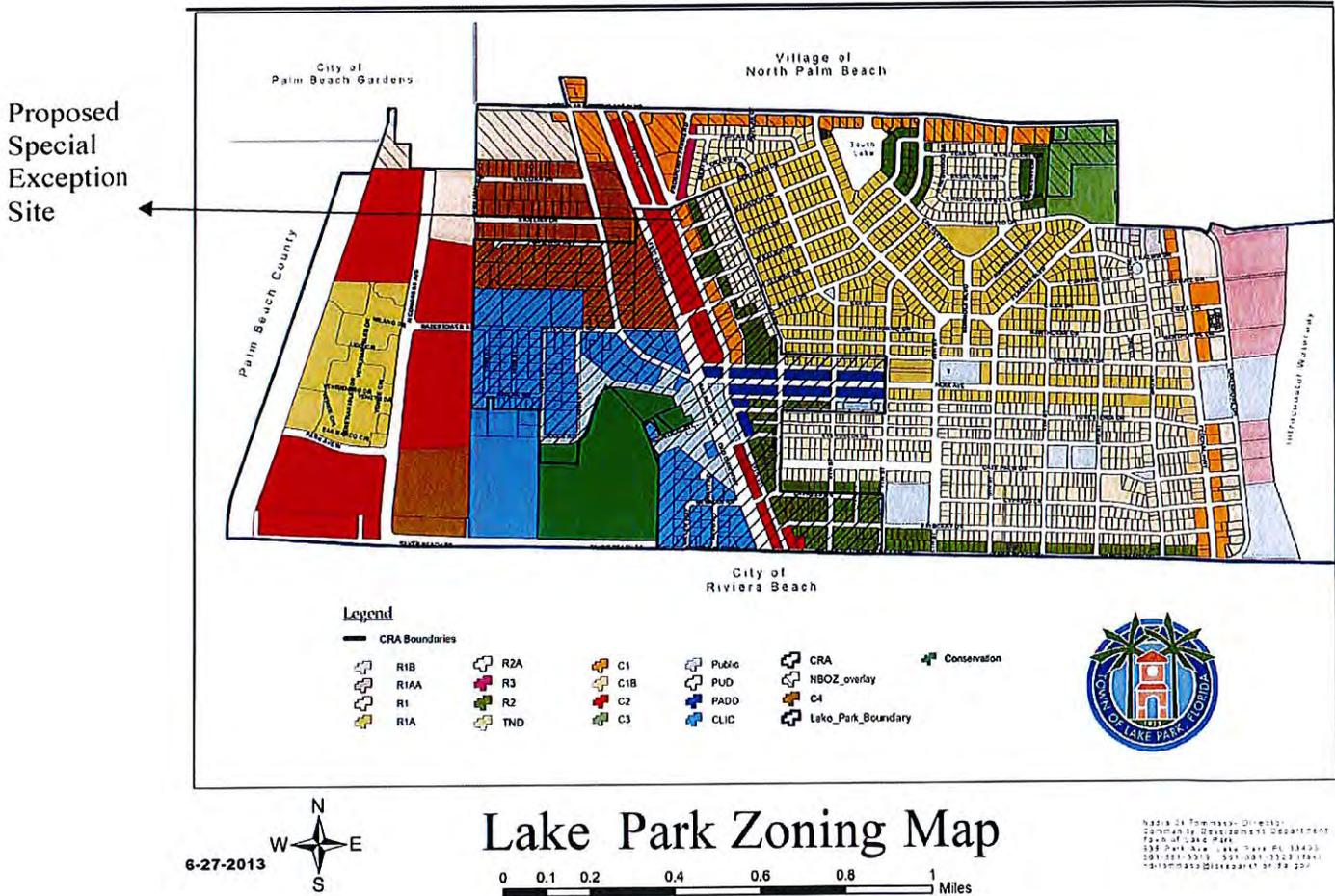
Figure 1: Aerial Image



Adjacent Zoning

North: Residential-3 (R-3)
 South: Commercial-1 (C-1)
 East: Residential-2 (R-2)
 West: Commercial-2 (C-2)

Figure 2: Town Zoning Map



Adjacent Existing Land Use

North: Commercial
 South: Commercial
 East: Commercial
 West: Commercial

Figure 4: View of alleyway from the north side



The picture above depicts the Town's alleyway as the buffer between the Site and the multifamily apartment complex seen to the rear of the property line. The demarcation line for the alley is the concrete wall with hedges on the residential property side and the wooden fence on the Site's property line.

Figure 5: View from 10th Street (west side)



Above is a view of the Site from 10th Street. In addition to the heavy landscaping, the Applicant is proposing a fence to secure the lot. The fence will be placed behind the existing landscaping per the code requirement.

Google Map

Figure 6: View from Northern Drive (north side)



*The picture above shows the front of the building with two points of access and the existing sign.
Google Map*

Figure 7: View from Magnolia Drive (south side)



*Illustrates the third point of access which is currently closed off by the existing fence.
The picture also illustrates the rear parking area.*

Google Map

II. ANALYSIS OF SPECIAL EXCEPTION CRITERIA

Staff has evaluated the Application against the six (6) criteria for Special Exception uses pursuant to Code Section 78-184. The Commission must determine that all six criteria must be met for an Applicant to be entitled a Special Exception Use.

1. **The proposed special exception use is consistent with the goals, objectives, and policies of the town's comprehensive plan.**

Objective 1, Policy 1.5 of the Town's Future Land Use Element (FLUE) within the Town's Comprehensive Plan states the following:

The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.

CRITERIA MET.

The proposed Special Exception use would authorize a vehicle sales use with the accessory use of vehicle repairs. The business would operate in a building that has been vacant for more than one year. The previous use of the Site was a restaurant. The Applicant is proposing a use to a Site which is currently vacant and not contributing to the Town's tax base. The Site adjacent town-owned alleyway has a concrete wall and the Site has a fence and trees along the east side, all of which adequately buffer the proposed use from the adjacent non-conforming multi-family residential use. The Application is being reviewed by Mr. Masoud Atefi from the Palm Beach County engineering department regarding the traffic impacts on the surrounding properties. Mr. Atefi has provided verbal confirmation that the proposed use will not negatively affect the traffic in the surrounding area. A copy of the Applicant's traffic analysis which has been submitted to Palm Beach County is included with the special exception application that is enclosed.

Objective 5, Policy 5.2 of the Town's FLUE states:

The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.

CRITERIA MET.

The Site is currently underutilized because it has been vacant for more than a year. The Applicant proposes to occupy the Site with a commercial use.

2. **The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.**

CRITERIA MET

The Site has sufficient parking per the Town's Code requirements which requires the following breakdown:

Customer Service Parking Space Requirement:

→One space for each 500 square feet of enclosed gross floor area (9 spaces required) AND one space per each 4,500 square feet of outdoor sales display (2 spaces required). A total of 11 customer service spaces are required and the Applicant is exceeding the requirement by providing 12 spaces.

Employee Parking Space Requirement:

→One space per employee of the shift of largest employment (3 spaces required). The Applicant is exceeding the requirement by providing 6 spaces.

ADA Parking Space Requirement:

→One accessible parking space is required. The Applicant is providing one space.

A total of 15 customer service, employee and ADA spaces are required for the proposed use and the Applicant is exceeding the requirement by providing a total of 19 spaces. The remaining spaces onsite will be used for inventory, with the exception of three existing parking spaces along the east building wall which are conditioned to be removed in an effort to provide for better circulation (see conditions of approval in Section III of this Report).

The Boundary Survey and Site Plan submitted with the Application indicates that the building is 4,344 square feet, with an outdoor display area of 7,585 square feet. According to the Floor Plan submitted by the Applicant, most of the internal space of the building will be used for office, customer service area and restroom facilities (*see interior photos below*). The Applicant also proposes to incorporate perimeter fencing into the existing landscaping, with a mesh, to meet the Town's screening requirement for vehicle storage. The Site is landscaped; however, staff is proposing as a condition of approval that the Applicant incorporate a hedge line within the north and west landscape buffers, along with three additional shade trees within the east landscape buffer. The Applicant included this proposal on their Site Plan.

3. 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.

CRITERIA MET

The proposed Special Exception use is compatible with the character of the existing commercial uses along 10th Street, as it is in close proximity to multiple auto-related establishments and gas stations.

The Applicant intends to preserve the existing layout of the Site while incorporating the required parking on the exterior and defining the interior space to allow for a customer service area and a sales office (see the Applicant's floor plan included with the Applicant's Special Exception application). The building was constructed in 1974 and has historically been utilized as a restaurant with a full kitchen. The Applicant proposes to maintain the existing kitchen onsite, but will **not** be utilizing it as part of its motor vehicle operation. The Applicant is proposing to close-off the interior kitchen entrance as to not utilize it as part of the proposed motor vehicle business. The existing building on-site meets the Town's setback requirements.

The Applicant's Photometric Plan included herein as Exhibit "A" demonstrates that there is adequate lighting onsite. The existing Florida Power & Light (FPL) light poles and light fixtures are located in the Town-owned alleyway, but were installed previously to provide lighting to the Site. The Owner controls the meter for these light fixtures and is responsible for their billing through FPL. The existing light shields mitigate illumination onto the neighboring multi-family residential complex. One added light fixture is being proposed for the northwest corner of the Site. This would allow the Applicant to meet the required illumination levels on this side of the Site. The Property Owner previously installed directional light fixtures on the Site to illuminate the Site's parking area. These lights have been inactive due to the building's abandonment; however, the Applicant is proposing to reactivate the light fixtures. The Applicant's Photometric Plan meets the Town's lighting requirements. In addition, the Applicant is proposing security cameras onsite to monitor its exterior inventory.

The Applicant's business hours of operation will be 9:30 A.M. to 8:00 P.M., Monday through Friday; 9:30 A.M. - 7:00 P.M. on Saturdays; and 12:00 P.M. - 5:00 P.M. on Sundays. These hours are similar to those of the other businesses along 10th Street.

Interior photos of building:



Proposed Customer Seating and Recreational Waiting Area



Proposed Customer Seating and Refreshment Bar Area



Proposed Customer Seating Area



Proposed Customer Seating Area



Proposed Finance/Insurance and Sales Office Area

- 4. 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.**

CRITERIA MET

Currently, there are no other vehicle sales establishments in the C-1 or C-2 Business District along 10th Street in the immediate vicinity. While there are other vehicle-related establishments, these businesses are not engaged in vehicle sales.

5. The proposed 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;**

CRITERIA MET

The Applicant's business is proposing to employ 3 people. The Site's interior space and exterior parking layout can accommodate the three employees and the expected number of customers.

- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**

CRITERIA MET

The proposed Special Exception use will not have operations that will generate excessive noise or odor. The Applicant proposes landscaping and a fence around the perimeter of the Site to prevent visual nuisances. The Applicant will not be conducting operations that require the use of oil or other chemicals onsite. A covered outdoor repair area which would be fenced and landscaped is proposed. This area would be used only for the installation of wheel hubcaps and rims without the use of heavy machinery. No other types of nuisances are expected to be generated by the proposed Special Exception use.

- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

CRITERIA MET

The Application is being reviewed by Mr. Masoud Atefi from the Palm Beach County Engineering Department. Mr. Atefi has provided verbal confirmation that the proposed use would not negatively affect traffic in this area and the Applicant's traffic analysis which is included with their application indicates that the proposed use will have a lesser impact on traffic than the use previously operated onsite.

6. That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.**

CRITERIA MET

The Applicant is not adding or reducing light to the Site that would affect light or air to adjacent properties. The Application meets the lighting requirements of the Town Code with the proposal of an additional light fixture on the northwest corner. Based on staff's evaluation of the Photometric Plan submitted, the neighboring multi-family residential development will not be impacted by lighting from the Site. The Applicant does not have any operations that will affect the air quality.

b. Does not adversely affect property values in adjacent areas.

CRITERIA MET

The proposed Special Exception use would not generate any negative impacts that will result in a decreased property value. The redevelopment of the Site may increase property values of adjacent properties.

c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

CRITERIA MET

Neither the proposed use nor the proposed layout of the Site are expected to interfere with any future development or improvements in the surrounding area. Rather, the utilization of the Site may encourage additional redevelopment in the area.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

N/A

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

CRITERIA MET

The existing Site layout will remain the same. The nature of the proposed Special Exception use does not require pedestrian amenities or benches and will be adequately serviced through the Town's Public Works department. The Site is able to accommodate pedestrians and bicyclists.

III. STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the proposed special exception use of "vehicle sales with an accessory vehicle repair shop" subject to the following conditions of approval:

- (1) The Applicant shall develop the Property consistent with the following Plan submitted by Compass Surveying:
 - a. Boundary Survey and Site Plan referenced as Sheet 1 of 1, and prepared by Clyde O. McNeal PSM, signed and sealed 08/12/2013 and received and dated by the Town's Department of Community Development on 08/26/2013.

b. Photometric Plan prepared and signed and sealed by Ronald Levinson, P.E. on 08/27/2013 and received and dated by the Town's Department of Community Development on 08/27/2013.

- (2) A thirty (30) inch hedge shall be installed within the north and west perimeter landscape buffers pursuant to the Site Plan. All perimeter hedge material, including the existing hedge material surrounding the outdoor covered area, shall be maintained at a minimum 5-foot height. Three additional palm trees at a minimum 12 foot height and 3-foot trunk diameter shall be installed within the east landscape buffer pursuant to the Site Plan.
- (3) Three (3) existing parking spaces along the east building wall shall be removed per the Site Plan.
- (4) The repair shop component of the special exception use shall be limited to minor installations only without the use of heavy machinery or fluids.

IV. PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board, at its September 12, 2013 meeting, unanimously approved the special exception use application with additional condition of approval (4) listed above relating to the repair shop component of the use.



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 22

Agenda Title: Cancelling the January 1, 2014 Regular Commission Meeting

- Agenda options: SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, NEW BUSINESS (checked), OTHER.

Approved by Town Manager [Signature] Date: 9/20/13

Vivian Mendez - Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$0.00), Attachments (None), Advertised (Not Required), and notification details.

Summary Explanation/Background: The first regularly scheduled Commission meeting in January falls on January 1, 2014. Since this is New Year's Day, it would be inappropriate to hold a meeting. Staff is recommending canceling this meeting.

Recommended Motion: I move to cancel the January 1, 2014 regularly scheduled Commission meeting.

Exhibit "E"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 23

Resolution Recognizing Florida City Government Week,

Agenda Title: October 20 - 26, 2013

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

Approved by Town Manager [Signature] Date: 9/20/13

Name/Title Kathleen Carroll, Director of Parks and Recreation

Originating Department: Recreation	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Florida League of Cities Announcement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> Please initial one. <u>[Signature]</u>

Summary Explanation/Background:

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida each year by sponsoring the Florida City Government Week annually in October, and asks its member municipalities to recognize this occasion with a Resolution 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 20 - 26, 2013.

Recommended Motion:

I move to adopt the Resolution _____, 2013, recognizing Florida City Government Week, October 20 -26, 2013.

[To be discussed by Mayor DuBois during his Commissioner
Comments portion of the agenda]

September 30, 2013

Governor Rick Scott
Executive Office of Governor Rick Scott
400 S. Monroe Street
Tallahassee, FL 32399

Dear Governor Scott:

As you are aware, the Department of Children and Families performed a survey over the summer regarding the feasibility of registering sober homes. This was done pursuant to the 2013-2014 General Appropriations Act.

The undersigned cities urge you to support regulation of Recovery Residences/Sober Houses in the form of state-wide licensing/registration for the following reasons:

1. To create a consistent standard of operation to be applied consistently throughout the state.
2. To provide for accountability for the owners/operators of these homes.
3. To help end abuses that are occurring in some of the homes (i.e. House for Women operated by a registered sexual offender; multi-family residence owned and operated by same person as owner of bar it is attached to; insurance fraud; patient brokering; etc.).
4. To require background checks for owners/operators of the homes in order to help end the abuses as referenced in paragraph 3 above. These background checks would be similar to those already required for the owners/operators of the following types of homes/facilities:
 - a. Addictions Receiving Facility;
 - b. Day or Night Treatment;
 - c. Day or Night Treatment with Community Housing;

- d. Detoxification;
- e. Intensive Inpatient Treatment;
- f. Intensive Outpatient Treatment;
- g. Medication-Assisted treatment for opiate addiction;
- h. Outpatient Treatment;
- i. Residential Treatment;
- j. Facilities that provide Intervention services; and
- k. Facilities that provide prevention services

Pursuant to §§ 397.311(18) and 397.403, *Fla. Stat.* as well as

- l. Assisted Living Facilities;
- m. Adult Family-Care Homes;
- n. Adult Day Care Centers

Pursuant to §§ 429.174, 429.67, 429.919, *Fla. Stat.*, and

- o. Service Providers for the Department of Elderly Affairs; and
- p. Community Residential Homes pursuant to Chapter 419, *Fla. Stat.* to name just a few.

5. To ensure that certain life safety standards are followed in order to keep the residents safe in the event of a fire (similar to the requirements for the homes/facilities referenced in Paragraph 5 above).
6. The "Community Housing" aspect of "Day or Night Treatment with Community Housing" is already licensed by the Department of Children and Families pursuant to § 397.311(18)(a)3, *Fla. Stat.* and the only difference between the licensed facilities referenced in this statute and unlicensed sober homes is that the "Community Housing" facility which is nothing more than a residence for persons in recovery is owned and/or operated by the same person or entity that owns and operates the "Day or Night Treatment Facility" even though no treatment is provided in the "Community Housing" home, whereas a Sober House (again nothing more than a residence for persons in recovery) may be owned or operated by anyone and is not directly affiliated with the treatment facility.

Thank you very much for supporting the Cities of Florida.

Sincerely,

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 3*

Agenda Title: Revised Letter of Support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 Revised Allocation of Justice Assistance Grant Funds in the Amount of \$362,544.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *DSS/JP* **Date:** *10/7/13*

Vivian Mendez - Town Clerk

Name/Title		
Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: 1) Email Explaining the Revised Letter of Support; Sample Revised Letter of Support; 2) Revised Letter of Support for Mayor's signature 3) Revised Letter of Support for Mayor's signature 4) July 17, 2013 agenda request form regarding the Palm Beach County Allocation of Grant Funds Letter; Sample Letter of Support
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: At the Regular Commission Meeting of July 17, 2013 the Commission approved the Criminal Justice Commission request in the allocation of fiscal year 2014 Justice Assistance Grant funds for the total allocation to Palm Beach County of \$342,929. On July 30, 2013 the Clerk's office received an email requesting that a revised letter be approved for the Mayor's signature which includes the increased allocation to Palm Beach County of \$362,544. The revised recommended allocation is as follows:

Palm Beach County Drug Court Treatment for \$227,407, Law Enforcement Exchange for \$100,000, and County-wide Re-entry Services for \$35,137.

A revised letter of support for the Mayor's signature has been provided should the Commission wish to support the allocation of these funds.

Recommended Motion: I move to approve the Mayor signing the revised letter of support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 allocation of Justice Assistance Grant Funds for \$362,544.

Vivian Mendez

1

From: Arlene Griffiths [AGriffiths@pbcgov.org]
Sent: Tuesday, July 30, 2013 11:59 AM
To: Alice McLane; Anita Calhoun ; Barbara Searls; Bernard Featherman; Bob Margolis; Colin Walker; Dan Comerford; David Browning; David Cheifetz; david Stewart; Ester Berry; Gail Coniglio; Geoffrey Pugh; Held Tammy ; Janet Whipple; Jay Foy; Jeri Muoio; Jerry Taylor; JIC Administration ; Joan Orthwein; John Workman; Kathleen Drahos; Lieutenant Nick Scopelitis; Lillian Tomeu; Lynette Levy ; Medina, Gail; Melody Larson ; Michael Dahlgren; Mort Levine; Pam Triolo; Rene Trent; Robert Premuroso; Roger Bennett; Sherry Albury; Smith, Jaclyn ; Steve Wilsom; Strianese, Anthony; Susan Whelchel; Thomas Lynch; Thomas Masters; Tom Paterno; Vivian Mendez; Doug Taylor; william Manuel
Subject: JAG FUNDS
Attachments: Revised Mayors letter.pdf; Revised Mayors Sample Letter.doc

Dear Mayors & Mayor Representatives:

Please see attached revised letter regarding the FY 2014 JAG Funds. I have also attached the sample letter for your convenience, and asked that your letter be sent to me via email due to time constraints.

Thank you for your usual kind support.

Arlene Griffiths, MPA
Administrative Assistant
Palm Beach County
Criminal Justice Commission
301 N. Olive Avenue, 1001
West Palm Beach, FL 33401
Tel: (561) 355-2135
Fax: (561) 242-7379
E-Mail: agriffiths@pbcgov.org

"Today you are You, that is truer than true. There is no one alive who is Youer than You."

Dr. Seuss

Please be advised that Florida has a broad public records law, and all correspondence to me may be subject to disclosure. Under Florida public records laws email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Vivian Mendez

1

From: Vivian Mendez
Sent: Wednesday, July 31, 2013 10:02 AM
To: 'Arlene Griffiths'
Subject: RE: JAG FUNDS
Attachments: JAG 2013 2014 approval.pdf

Good morning Arlene,

At the Town of Lake Park Regular Commission Meeting of July 17, 2013, the Town Commission approved the original JAG 2013 2014 allocation of funds. The attached letter of support was then sent to your attention. The next schedule Regular Town Commission Meeting is not scheduled until August 7, 2013, which will mean that we will miss the due date. Do you still need the Town Commission to take action on the revised letter of support?

Please let me know because the August 7 agenda packet will be distributed to the Town Commission today.

Sincerely,

Vivian Mendez, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311
561-881-3314 fax
vmendez@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Section 668.6076, F.S.

From: Arlene Griffiths [<mailto:AGriffiths@pbcgov.org>]
Sent: Tuesday, July 30, 2013 11:59 AM
To: Alice McLane; Anita Calhoun ; Barbara Searls; Bernard Featherman; Bob Margolis; Colin Walker; Dan Comerford; David Browning; David Cheifetz; david Stewart; Ester Berry; Gail Coniglio; Geoffrey Pugh; Held Tammy ; Janet Whipple; Jay Foy; Jeri Muoio; Jerry Taylor; JIC Administration ; Joan Orthwein; John Workman; Kathleen Drahos; Lieutenant Nick Scopelitis; Lillian Tomeu; Lynette Levy ; Medina, Gail; Melody Larson ; Michael Dahlgren; Mort Levine; Pam Triolo; Rene Trent; Robert Premuroso; Roger Bennett; Sherry Albury; Smith, Jaclyn ; Steve Wilsom; Strianese, Anthony; Susan Whelchel; Thomas Lynch; Thomas Masters; Tom Paterno; Vivian Mendez; Doug Taylor; william Manuel
Subject: JAG FUNDS

Dear Mayors & Mayor Representatives:

Please see attached revised letter regarding the FY 2014 JAG Funds. I have also attached the sample letter for your convenience, and asked that your letter be sent to me via email due to time constraints.

Thank you for your usual kind support.

Arlene Griffiths, MPA
Administrative Assistant

Palm Beach County
Criminal Justice Commission
301 N. Olive Avenue, 1001
West Palm Beach, FL 33401
Tel: (561) 355-2135
Fax: (561) 242-7379
E-Mail: agriffiths@pbcgov.org

"Today you are You, that is truer than true. There is no one alive who is Youer than You."

Dr. Seuss

Please be advised that Florida has a broad public records law, and all correspondence to me may be subject to disclosure. Under Florida public records laws email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

2

{Insert Date}

Mr. Clayton H. Wilder
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Mr. Wilder:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the {insert company name} approves the distribution of \$362,544 of Federal Fiscal Year 2013 (FY2014) Edward Byrne Memorial Justice Assistance Grant (JAG) for the following projects within Palm Beach County:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Palm Beach County Drug Court Treatment	227,407
Palm Beach County	Law Enforcement Exchange	100,000
Palm Beach County	County-wide Re-entry Services	35,137
TOTAL		\$362,544

Sincerely,



Office of the Mayor
James DuBois

October 16, 2013



Mr. Clayton H. Wilder
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Mr. Wilder:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the {insert company name} approves the distribution of \$362,544 of Federal Fiscal Year 2013 (FY2014) Edward Byrne Memorial Justice Assistance Grant (JAG) for the following projects within Palm Beach County:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Palm Beach County Drug Court Treatment	227,407
Palm Beach County	Law Enforcement Exchange	100,000
Palm Beach County	County-wide Re-entry Services	35,137
TOTAL		\$362,544

Sincerely,

James DuBois
Mayor

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3300
Fax: (561) 881-3314

www.lakeparkflorida.gov



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2013

Agenda Item No. *Tab 3*

Agenda Title: Palm Beach County Criminal Justice Commission Fiscal Year 2014 Allocation of Justice Assistance Grant Funds in the Amount of \$342,929.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** *7/2/13*

Vivian Mendez - Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Palm Beach County Letter; Sample Letter of Support; <i>- not included (?)</i> Letter of Support for Mayor's signature
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>VM</i></u> Please initial one.

Summary Explanation/Background: The Criminal Justice Commission seeks approval in the allocation of fiscal year 2014 Justice Assistance Grant funds. The total allocation to Palm Beach County is \$342,929. The Justice Assistance Grant blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most. The recommended allocation is as follows:

Palm Beach County Drug Court Treatment for \$207,792, Law Enforcement Exchange for \$100,000, and County-wide Re-entry Services for \$35,137.

A letter of support for the Mayor's signature has been provided should the Commission wish to support the allocation of these funds.

Recommended Motion: I move to approve the Mayor signing the letter of support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 allocation of Justice Assistance Grant Funds for \$342,929.



Criminal Justice Commission
 301 North Olive Avenue, Suite 1001
 West Palm Beach, FL 33401-4705
 (561) 355-4943
 FAX: (561) 355-4941
 www.pbcgov.com/criminaljustice

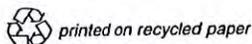
**Palm Beach County
 Board of County
 Commissioners**

- Steven L. Abrams, Chairman
- Priscilla A. Taylor, Vice Chair
- Hal R. Valeche
- Paulette Burdick
- Shelley Vana
- Mary Lou Berger
- Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
 Affirmative Action Employer"



July 1, 2013

To All Palm Beach County Mayors:

The Criminal Justice Commission (CJC) seeks your approval in the allocation of FY2014 (Federal Fiscal Year 2013) JAG funds. The total FY2014 allocation to Palm Beach County is **\$342,929**.

JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most. The CJC voted to support continuation of existing programs. The recommendation for the FY2014 allocation is as follows:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Palm Beach County Drug Court Treatment	207,792
Palm Beach County	Law Enforcement Exchange	100,000
Palm Beach County	County-wide Re-entry Services	35,137
TOTAL		\$342,929

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds.

For your convenience, we have prepared a sample letter for your use. This sample letter can also be e-mailed to you by e-mailing a request to Arlene Griffiths at AGRIFFITHS@PBCGOV.ORG. Due to the application deadline, we ask this letter be received at the Criminal Justice Commission Office, **no later than July 18, 2013**.

Please send the letter to:

Palm Beach County Criminal Justice Commission
 Attn: Arlene Griffiths
 301 North Olive Avenue, Suite 1001
 West Palm Beach, FL 33401

If you should require additional information or have any questions, please contact Michael Rodriguez at (561) 355-4943. Your immediate attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Rodriguez', with a long horizontal flourish extending to the right.

Michael L. Rodriguez
Executive Director

Cc: Mr. Douglas Duncan, CJC Chairman
All Palm Beach County Police Chiefs



Criminal Justice Commission
 301 North Olive Avenue, Suite 1001
 West Palm Beach, FL 33401-4705
 (561) 355-4943
 FAX: (561) 355-4941
 www.pbcgov.com/criminaljustice

**Palm Beach County
 Board of County
 Commissioners**

- Steven L. Abrams, Chairman
- Priscilla A. Taylor, Vice Chair
- Hal R. Valeche
- Paulette Burdick
- Shelley Vana
- Mary Lou Berger
- Jess R. Santamaria

County Administrator
 Robert Weisman

July 29, 2013

To All Palm Beach County Mayors:

Further to my letter dated July 1, 2013, requesting your approval in the allocation of FY2014 (Federal Fiscal Year 2013) JAG funds, this is to inform you that the Criminal Justice Commission (CJC) was advised on July 18, 2013 that the amount has been increased by 5.72%. To this end, the CJC is again seeking your approval of this allocation, and apologize for any inconvenience this may cause. The total FY2014 allocation to Palm Beach County is **\$362,544**.

JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most. The CJC voted to support continuation of existing programs. The recommendation for the FY2014 allocation is as follows:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Palm Beach County Drug Court Treatment	227,407
Palm Beach County	Law Enforcement Exchange	100,000
Palm Beach County	County-wide Re-entry Services	35,137
TOTAL		\$362,544

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds.

For your convenience, we have attached a sample letter for your use. Due to the application deadline, we ask that this letter be received at the Criminal Justice Commission Office, **no later than August 2, 2013**.

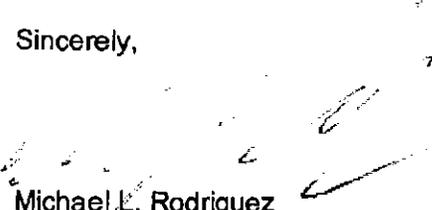
Please scan and email letter to AGRIFFITHS@PBCGOV.ORG or mail to:

Palm Beach County Criminal Justice Commission
 Attn: Arlene Griffiths
 301 North Olive Avenue, Suite 1001
 West Palm Beach, FL 33401

"An Equal Opportunity
 Affirmative Action Employer"

If you should require additional information or have any questions, please contact Michael Rodriguez at (561) 355-4943. Your immediate attention to this matter is greatly appreciated.

Sincerely,



Michael L. Rodriguez
Executive Director

Cc: Mr. Douglas Duncan, CJC Chairman
All Palm Beach County Police Chiefs



Office of the Mayor
James DuBois

July 17, 2013

Mr. Clayton H. Wilder
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Mr. Wilder:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the Town Commission of the Town of Lake Park approves the distribution of \$342,929 of Federal Fiscal Year 2013 (FY2014) Edward Byrne Memorial Justice Assistance Grant (JAG) for the following projects within Palm Beach County:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Palm Beach County Drug Court Treatment	207,792
Palm Beach County	Law Enforcement Exchange	100,000
Palm Beach County	County-wide Re-entry Services	35,137
TOTAL		\$342,929

Sincerely,

James DuBois, Mayor

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3300
Fax: (561) 881-3314

www.lakeparkflorida.gov

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 4*

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR A ONE YEAR TERM WITH HY-BYRD INC., TO CONTINUE TO PROVIDE THE TOWN BUILDING INSPECTION, PERMITTING AND OTHER BUILDING OFFICIAL SERVICES

- SPECIAL PRESENTATION/REPORTS
- CONSENT AGENDA - RESOLUTION**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ___ READING
- RESOLUTION
- OTHER

Approved by Town Manager *[Signature]* **Date:** *10/4/13*

Nadia Di Tommaso / Community Development Director *[Signature]*
Name/Title

Originating Department: Community Development	Costs: \$ 77,600 FY 13/14 Funding Source: Community Development Acct. # 500-34000 <input type="checkbox"/> Finance _____	Attachments: → Resolution __-10-2013, including Exhibit "A" (Agreement)
Advertised: Date: <i>N/A</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ Or Not applicable in this case <u><i>ND</i></u> Please initial one.

Summary Explanation/Background:

Hy-Byrd Inc. has been providing the Town building inspections, permitting and overall building official services since 2001. Since then, the Town has entered into several three (3) year term agreements with the most recent agreement expiring October 31, 2013. Rather than proposing to increase its yearly contractual amount for the same level of service year after year, Hy-Byrd has once again agreed to reduce its yearly contractual amount by \$2,600 for the third consecutive year in a row, from \$80,000 to \$77,400 for a 12-month period from November 1, 2013 through October 31, 2014. For this yearly contractual amount, the Town's Community Development Department gets a full-time Building Official who is available Monday through Friday from 8:30 am to 5:00 pm; Business Tax Receipt and building permit inspection services which include all trades; and Florida Building Code guidance and interpretations as needed. Our Building Official also remains one of the

Town's key responders in the event of an emergency and is required to maintain National Incident Management System (NIMS) certifications.

While the Town has been satisfied with the services provided by Hy-Byrd over the years, Town staff will be working on a bid package over the next six to eight months, in order to keep this contract competitive. This is the reason the proposed agreement for such services is being proposed for a one (1) year term rather than another three (3) year term. The Town has budgeted funds in the Fiscal Year 2013/2014 budget which are available through September 30, 2014. The terms of the Agreement have been reviewed and accepted by Hy-Byrd.

Recommended Motion: I MOVE TO APPROVE RESOLUTION ____-10-2013.

RESOLUTION NO. 38-10-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR A ONE YEAR TERM WITH HY-BYRD INC., TO CONTINUE TO PROVIDE THE TOWN BUILDING INSPECTION, PERMITTING AND OTHER BUILDING OFFICIAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Commission has previously entered into an Agreement with Hy-Byrd, Inc. for building inspection and permitting services, the term of which expires October 31, 2013; and

WHEREAS, the Town and Hy-Byrd Inc., wish to continue their contractual arrangements, and have agreed to enter into a new Agreement for a one year term; and

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

WHEREAS, the new contracted yearly amount of \$77,400 was approved as part of the 2013-2014 fiscal year budget; and

WHEREAS, Town staff is recommending that the Town Commission approve this Agreement.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement between the Town and Hy-Byrd, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

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

BUILDING OFFICIAL SERVICES AGREEMENT

This Building Official Services Agreement (Agreement) is entered into this 1st day of November, 2013, by and between HY-BYRD, INC., a Florida corporation (HY-BYRD) with offices located at 511 South East Coast Street, Lake Worth, Florida 33460, and THE TOWN OF LAKE PARK, a municipal corporation of the state of Florida, with offices located at 535 Park Avenue, Lake Park, Florida, 33403.

WITNESSETH

WHEREAS, the Town of Lake Park, Florida ("TOWN ") is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN does not have an employee who is qualified to act as a Building Official, and therefore requires the services of a consultant to serve as the TOWN's Building Official; and

WHEREAS, in 2005, the TOWN solicited competitive proposals from individuals or companies qualified to provide Building Official services for the Town ; and

WHEREAS, in response to the Town's Request For Proposals, HY-BYRD, was selected by the Town Commission as the most responsive and qualified Proposer; and

WHEREAS, the TOWN entered into an Agreement with HY-BYRD whereby HY-BYRD. provided services as the TOWN'S Building Official; and

WHEREAS, the TOWN and HY-BYRD wish to amend and extend the Agreement for a one year term ending October 31, 2014; and

WHEREAS, the TOWN has budgeted funds in the fiscal year 2013/2014 budget which are available through September 30, 2014.

NOW THEREFORE, the TOWN and HY-BYRD in consideration of the benefits flowing from each to the other do hereby agree to amend the existing Agreement as follows:

1. STATEMENT OF WORK

- 1.1 HY-BYRD by and through its President, Joseph A. Crisafulle, and/or his employees or agents shall perform all services and duties, and shall have

the authority to act as the Building Official of the TOWN pursuant to Florida law. HY-BYRD shall be responsible for direct regulatory administration and supervision of plans review, enforcement, and inspection of all phases of building construction within the Town, any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required. In so doing, HY-BYRD shall indicate in writing, compliance or non-compliance with all applicable codes. HY-BYRD shall, to the satisfaction of the TOWN, fully and timely provide all duties, services, functions, obligations, and all other functions, which are typically performed by an in-house local government building official, including but not limited to, building and construction plans review for compliance with the Florida Building Code and other applicable codes the provision of written notice of deficiencies to the applicant; attend meetings with applicants, developers, engineers, design and other professionals; pre-construction plan review; building and other types of permit review and issuance; construction site inspections; processing and issuance of certificates of occupancy and certificates of completion; issuance of stop work orders; condemnation of unsafe buildings; processing of alarm permit applications; issuance of interpretations of the Florida Building Code and all local technical and other amendments, preparation of forms used in connection with the TOWN'S Building Department functions and maintenance of the records of the TOWN Building Department; make recommendations regarding fee and rate structures for building department and related fees; testify on behalf of the TOWN in code enforcement proceedings, administrative appeals, and other administrative and/or judicial proceedings at the request of the TOWN Manager and/or TOWN Attorney; work with Palm Beach County Fire Rescue as needed with respect to fire inspection and other matters; determine compliance with Florida Building Code with respect to modifications of approved products based upon documentary evidence, such as certifications; prosecute appeals to the Florida Building Commission if authorized by the Town Commission; and other duties as may be reasonably required by the TOWN as a regular and routine duty of the Building Official. HY-BYRD shall be responsible for all plan review and written reports for all building permits issued. All reports shall be filed in the TOWN'S Community Development Department. HY-BYRD shall also perform such other tasks as may be requested by the TOWN as are reasonable and customary for a Building Official, including direct communications with the applicants and their representatives.

- 1.2 HY-BYRD shall maintain fully staffed business hours equal to, but not less, than the TOWN's business hours of 8 AM to 5 PM, Monday through Friday, with TOWN holidays excepted.

- 1.3 HY-BYRD shall have discretionary approval over utilization of employees and agents who may be called upon to assist in performing field inspections for the TOWN. Each employee or agent of HY-BYRD who performs field inspections is required to inform the TOWN of any conflicts of interest which may exist or could exist in the future as a result of work done elsewhere or for others which could hinder proper performance in accordance with the terms of this Agreement. HY-BYRD shall only utilize personnel who are State Certified for the functions they are performing.
- 1.4 All rights in data, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this Agreement, shall be the sole and exclusive property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by HY-BYRD. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this Agreement.
- 1.5 The TOWN agrees to provide the necessary administrative materials for HY-BYRD, including desk space, filing cabinets, business cards, in-house clerical assistance, and building code related materials, i.e., code books, plan review materials.

2. TERM/TERMINATION

- 2.1 The term of this Agreement is for a period of one-year, commencing on the date that the Agreement is executed by the TOWN. Either party may terminate this Agreement by giving 90 days advance written notice of its intention to do so.

3. CONSIDERATION AND EXPENSES

- 3.1 The annual compensation paid to HY-BYRD for the Term of this Agreement shall be \$77,400 to include up to a maximum of 125 inspections per month. An additional inspection fee of \$10 shall be paid by the TOWN to HY-BYRD for each inspection that exceeds the 125 monthly maximum allocation.
- 3.2 The plan review fee for HY-BYRD'S review of plans where the total estimated cost of construction costs or valuation is \$300,000.00 to \$400,000.00 shall be \$250.00; The plan review fee for the review of plans where the total estimated cost of construction costs or valuation is \$400,001.00 or more, shall be \$1.25 per thousand dollars or a fraction

thereof. These additional fees are borne by the Applicant of the building permit.

- 3.3 HY-BYRD shall not charge TOWN a fee for those inspections it conducts associated with the initial inspections or for the first re-inspection of building permits or zoning confirmations ; however, HY-BYRD shall be entitled to charge \$25.00 for each subsequent re-inspection. The costs for these inspections shall be billed by the HY-BYRD to the TOWN on a monthly basis.
- 3.5 HY-BYRD represents and warrants to the TOWN that these rates are the actual direct wage rates paid to it's employees and the rates shall remain in effect throughout the term of the Agreement. HY-BYRD shall not be paid for it's employees or agents' travel to and from the TOWN.
- 3.6 Pursuant to Section 287.055(5)(a), Florida Statutes, signature of this Agreement by HY-BYRD'S authorized representative shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. HY-BYRD agrees that the TOWN may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within six months following the termination of this Agreement.
- 3.7 Requests for Additional Services. The undertaking by HY-BYRD to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the TOWN, HY-BYRD agrees to perform additional services hereunder, the TOWN shall pay it for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on the hourly fees established herein, plus reimbursable expenses it incurs.

Position

Hourly Rate

Building Official

\$65.00

4. EQUAL OPPORTUNITY

- 4.1 HY-BYRD hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex,

in any activity under this Agreement. HY-BYRD shall take all measures necessary to effectuate these assurances.

5. INVOICING AND PAYMENT

5.1 HY-BYRD'S invoices shall be sent to the following address:

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

5.2 HY-BYRD shall bill the TOWN on a monthly basis. The TOWN shall pay the full amount of the invoice within 30 days of receipt and acceptance of the work by the TOWN, and provided the HY-BYRD has performed the work according to the terms and conditions of this Agreement to the satisfaction of the TOWN.

6. INDEMNIFICATION AND INSURANCE

6.1 For \$100.00 consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the HY-BYRD shall defend, indemnify, save, and hold the TOWN, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the HY-BYRD, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. The HY-BYRD further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

6.2 HY-BYRD shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Agreement, which must include the following coverages and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the BUILDING OFFICIAL for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory

provisions to the contrary, coverage shall extend to all employees of HY-BYRD and all sub-contractors.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of BUILDING OFFICIAL.

- 6.3 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the HY-BYRD. There shall be a 30 day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the HY-BYRD to ensure that any sub-contractors' are adequately insured or covered under their policies.
- 6.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the HY-BYRD to provide a complete certified copy of the insurance policy(s). If this Agreement includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 6.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- 6.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties

being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

- 6.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the Agreement by HY-BYRD and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of HY-BYRD shall thereupon cease and terminate.

7. TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency. The party in default shall then have seven calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven day time period.
- 7.2 Early termination. The Town Manager shall provide written notice to HY-BYRD if the Town is dissatisfied with the services performed by HY-BYRD. Such written notice shall specify what areas of performance sought by the Town to be improved. HY-BYRD shall be given 30 days in which to remedy the situation. If the situation is not remedied within that time, the TOWN, upon the recommendation of the Town Manager, by motion and vote, shall have the option of terminating the Agreement with three days written notice after the expiration of the thirty-day period.
- 7.3 Termination for the convenience of the Town. Upon seven calendar days written notice, delivered by certified mail, return receipt requested to the, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Agreement is terminated for the convenience of the TOWN, the notice of termination must state that the Agreement is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, HY-BYRD shall promptly discontinue all work at the time.

8. STANDARDS OF COMPLIANCE

- 8.1 HY-BYRD, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise HY-BYRD, upon request, as to any such laws of which it has present knowledge.
- 8.2 HY-BYRD, by its execution of this Agreement, acknowledges and attests that, neither he nor any of his suppliers, sub-contractor or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. HY-BYRD further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to HY-BYRD for any work or materials furnished.
- 8.3 HY-BYRD shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by HY-BYRD to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. HY-BYRD shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.
- 8.4 Pursuant to Section 287.055(6), Florida Statutes, HY-BYRD warrants that it has not employed or retained any person, other than a bona fide employee working solely for HY-BYRD, to solicit or secure this Agreement. Further, HY-BYRD warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for HY-BYRD, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the TOWN may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 HY-BYRD is an independent BUILDING OFFICIAL and is not an employee or agent of the TOWN. HY-BYRD will perform required services on an independent BUILDING OFFICIAL basis and shall be solely responsible for all employees' payroll taxes to include, but not limited to Federal Income Withholding Tax, Workers' Compensation, FICA, and Federal and State Unemployment taxes. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and HY-BYRD, its employees, agents, sub-contractors, or assigns, during or after the performance of this Agreement. HY-BYRD is free to provide similar services for others.
- 9.2 HY-BYRD shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3 HY-BYRD shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 HY-BYRD understands that all documents produced by BUILDING OFFICIAL pursuant to this Agreement are public records and BUILDING OFFICIAL must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. HY-BYRD shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding HY-BYRD's failure to comply with Chapter 119, F.S. related to public records. HY-BYRD shall permit the TOWN or its designated agent to inspect all records maintained by BUILDING OFFICIAL that are associated with this Agreement at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of HY-BYRD'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, HY-BYRD shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit HY-BYRD's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one year after completion of this

Agreement. This audit may be performed by the TOWN or a designated agency.

- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by HY-BYRD in connection with this Agreement, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold HY-BYRD responsible if documents are used for other purposes than intended.

11. CONFLICTS

- 11.1 The TOWN recognizes and acknowledges that HY-BYRD is engaged in a business that provides consulting services to multiple clients including other governmental entities. Further, the TOWN, recognizes and acknowledges that HY-BYRD may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that HY-BYRD may perform services for clients who are or may have matters before the Town Commission, provided HY-BYRD discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by HY-BYRD'S representation.

12. NON-EXCLUSIVITY

The Award of this Agreement shall not impose any obligation on the TOWN to utilize HY-BYRD for all work of this type, which may develop during the Agreement period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

13. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify HY-BYRD of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

14. RIGHT TO AUDIT

The TOWN reserves the right to audit HY-BYRD's records as such records relate to the services and the Agreement between the TOWN and HY-BYRD. All records shall kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of HY-BYRD shall be retained for three years from the date of final payment.

15. ATTORNEY'S FEES

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

16. FORCE MAJEURE

Should the performance of this Agreement by either party be prevented or delayed by act of God, war, terrorist act, civil insurrection, fire, flood, storms, strikes, lock-outs, or any order of federal, state, county or local authority. That party's performance shall be excused to the extent it is prevented or delayed. Each party shall promptly give notice of any event it claims to be an event of force majeure.

17. MISCELLANEOUS PROVISIONS

17.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

17.2 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby. In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

17.3 HY-BYRD shall not assign or transfer the Agreement or its rights, title or interests therein without TOWN'S prior written approval. The obligations undertaken by HY-BYRD pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Agreement by

HY-BYRDL and the TOWN may, at its discretion, cancel the Agreement and all rights, title and interest of HY-BYRD shall thereupon cease and terminate.

- 17.4 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 17.5 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 17.6 This Agreement may be amended, extended, or renewed only with the written approval of the parties.
- 17.7 This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. HY-BYRD recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 17.8 Upon acceptance of this Agreement the Town of Lake Park agrees not to solicit nor accept employment of any Hy-Byrd employee throughout the term of employment with HY-BYRD and for one (1) year following separation from HY-BYRD for any reason whatsoever.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement in triplicate.

This Agreement shall be effective on the _____ day of November 2013

TOWN OF LAKE PARK, FLORIDA

James Dubois, Mayor

ATTEST:

Vivian Mendez, Town Clerk/Deputy Town Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thomas J. Baird,
Town Attorney

HY-BYRD, INC.

By: _____

State of Florida
County of Palm Beach

On this the ____ day of _____ 2013, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), _____ (title), of _____ Hy-Byrd, Inc, a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal

Notary Public, State of _____

- Personally known to me, or
- Produced identification:

(type of identification produced)

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013 Agenda Item No. Tab 5

Agenda Title: Authorizing the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Miner, P.A.

- [] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON ___ READING
[] NEW BUSINESS
[] OTHER: _____

Approved by Town Manager [Signature] Date: 10/14/13

Blake K. Rane Finance Director [Signature] Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs (\$39,500), Attachments (Exhibit A, B, C), and Advertised status.

Summary Explanation/Background:

On July 28, 2013, the Town issued a Request for Proposals (RFP) for External Auditing Services. By the August 16, 2013 deadline the Town received a total of seven proposals from the following firms:

- Grau and Associates
- Nowlen, Holt & Miner, P.A (NH&M)
- Marcum LLC
- Keffe , McCullough & Co., LLP
- Christopher, Smith, Leonard, Bristow and Stanell, P. A. (CS&L)
- Sharpton, Brunson & Company, P.A.
- Alberni Caballero & Company, LLP (AC&C)

Due to the voluminous nature of the proposals, they are not included in this agenda package as backup but are available in the Town Clerk's office for review.

The Auditor Selection Committee met on September 13, 2013 for the purpose of making a recommendation to the Commission and the Town Manager.

Based on the committee's review pursuant to the criteria outlined in the RFP and listed on the attached Evaluation Ranking Summaries, attached as Exhibit A, the committee ranked NH&M and CS&L the highest from among the other proposers. As a result, the committee recommended to the Commission two firms: NH&M and CS&L. These firms have provided Engagement Letters which are attached as Exhibits B and C, respectively.

According to their Engagement Letter, NH&M is proposing to provide the required services to the Town for the initial year a fixed fee of \$39,500, which is \$9,900 less than the CS&L proposed fixed fee. The table below details the proposed fixed fee for each year:

Audit for the year ended:	Fixed Fee
September 30 2013	\$39,500
September 30 2014	\$40,600
September 30 2015	\$41,750
September 30 2016	\$42,800
September 30 2017	\$43,900

Based upon this information, staff is recommending that the Town enter into an Engagement Letter with NH&M for the provision of external auditing services for the years ended September 30, 2013, 2014 and 2015 with options to renew for September 30, 2016 and 2017.

Recommended Motion:

I move that we authorize the Town Manager to sign an Engagement Letter with Nowlen, Holt & Miner, P.A. for the provision of external auditing services for the years ended September 30, 2013, 2014 and 2015 with options to renew for September 30, 2016 and 2017.

Exhibit A

Auditor Selection Committee Evaluation/Ranking Summary

Committee Member:
James DuBois

Max Points	Grau & Associates	Nolen, Holt & Miner, P.A.	Marcum LLP	Keefe, McCullough & Co, LLP	Christopher, Smith, Leonard, Bristow, & Stanell, P.A.	Sharpton, Brunson & Company, P.A.	AC&C
------------	-------------------	---------------------------	------------	-----------------------------	---	-----------------------------------	------

Criteria:

Proposer's Qualifications and Experience: 45%

Points

Minimum 3 years municipal government audit experience	0-10	10	10	10	10	10	10	10	10
References provided	0-5	5	5	5	5	5	5	5	5
Reference Check Reports	0-10	10	10	9	10	10	9	9	9
Qualifications of individuals assigned to audit	0-15	15	15	15	15	15	15	15	15
Past experience with Single Audits and test of compliance	0-5	5	5	5	5	5	5	5	5
Subtotal		45	45	44	45	45	44	44	44

Proposer's Ability and Capability to Perform Required Services: 55%

Accessibility of office	0-5	5	5	5	5	5	4	5	4
Audit approach	0-15	15	15	15	15	15	15	15	10
Audit schedule	0-10	10	10	10	10	10	10	10	9
External quality control reviews	0-10	10	10	10	10	10	10	10	10
Pending litigation or proceeding against the Proposer	0-5	5	5	5	4	5	5	5	5
Review of Sample CAFR	0-5	5	5	5	5	4	5	5	5
Affidavits/Acknowledgements	0-5	5	4	5	5	4	5	5	5
Subtotal		55	54	55	54	53	54	55	48

Total Score (Max. 100 pts.)

100	99	99	99	98	99	99	99	92
-----	----	----	----	----	----	----	----	----

Auditor Selection Committee Evaluation/Ranking Summary

Committee Member:
Diana Hughes

Max Points	Grau & Associates	Nolen, Holt & Miner, P.A.	Marcum LLP	Keefe, McCullough & Co, LLP	Christopher, Smith, Leonard, Bristow, & Stanell, P.A.	Sharpton, Brunson & Company, P.A.	AC&C
------------	-------------------	---------------------------	------------	-----------------------------	---	-----------------------------------	------

Criteria:

Proposer's Qualifications and Experience: 45%

- Minimum 3 years municipal government audit experience
- References provided
- Reference Check Reports
- Qualifications of individuals assigned to audit
- Past experience with Single Audits and test of compliance
- Subtotal**

Points

0-10	10	5	9	8	9	9	8	8
0-5	5	5	5	5	5	5	5	5
0-10	10	8	7	6	7	9	6	5
0-15	15	12	12	12	12	12	11	12
0-5	5	3	5	5	3	4	4	4
	45	33	38	36	36	39	34	34

Proposer's Ability and Capability to Perform Required Services: 55%

- Accessibility of office
- Audit approach
- Audit schedule
- External quality control reviews
- Pending litigation or proceeding against the Proposer
- Review of Sample CAFR
- Affidavits/Acknowledgements
- Subtotal**

0-5	5	5	5	5	3	3	3	5
0-15	15	12	12	11	10	12	12	12
0-10	10	7	9	6	9	10	9	7
0-10	10	8	9	7	8	8	8	9
0-5	5	5	5	3	5	5	5	5
0-5	5	5	5	5	5	5	5	5
0-5	5	5	5	4	5	5	5	5
	55	47	50	41	45	48	47	48

Total Score (Max. 100 pts.)

100	80	88	77	81	87	81	82
------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Auditor Selection Committee Evaluation/Ranking Summary

Committee Member:
Daniela Russell

Max Points	Grau & Associates	Nolen, Holt & Miner, P.A.	Marcum LLP	Keefe, McCullough & Co, LLP	Christopher, Smith, Leonard, Bristow, & Stanell, P.A.	Sharpton, Brunson & Company, P.A.	AC&C
------------	-------------------	---------------------------	------------	-----------------------------	---	-----------------------------------	------

Criteria:

Proposer's Qualifications and Experience: 45%

Minimum 3 years municipal government audit experience
References provided
Reference Check Reports
Qualifications of individuals assigned to audit
Past experience with Single Audits and test of compliance
Subtotal

Points

0-10	10	10	10	10	10	10	10	10
0-5	5	5	5	5	3	5	5	5
0-10	10	4	4	4	4	5	2	3
0-15	15	12	13	12	12	13	12	13
0-5	5	5	5	5	5	5	5	5
	45	36	37	36	34	38	34	36

Proposer's Ability and Capability to Perform Required Services: 55%

Accessibility of office
Audit approach
Audit schedule
External quality control reviews
Pending litigation or proceeding against the Proposer
Review of Sample CAFR
Affidavits/Acknowledgements
Subtotal

0-5	5	5	5	3	4	3	4	3
0-15	15	11	13	13	11	13	11	13
0-10	10	8	10	8	8	10	10	9
0-10	10	10	10	10	10	10	10	10
0-5	5	5	5	4	5	5	5	5
0-5	5	4	3	3	5	4	4	4
0-5	5	5	5	5	5	5	5	5
	55	48	51	46	48	50	49	49

Total Score (Max. 100 pts.)

100	84	88	82	82	88	83	85
-----	----	----	----	----	----	----	----

Auditor Selection Committee Evaluation/Ranking Summary

Committee Member:

SUMMARY

Max Points	Grau & Associates	Nolen, Holt & Miner, P.A.	Marcum LLP	Keefe, McCullough & Co, LLP	Christopher, Smith, Leonard, Bristow, & Stanell, P.A.	Sharpton, Brunson & Company, P.A.	AC&C
------------	-------------------	---------------------------	------------	-----------------------------	---	-----------------------------------	------

Criteria:

Proposer's Qualifications and Experience: 45%

Minimum 3 years municipal government audit experience
References provided
Reference Check Reports
Qualifications of individuals assigned to audit
Past experience with Single Audits and test of compliance
Subtotal

Points

0-10	10	8.3	9.7	9.3	9.7	9.7	9.3	9.3
0-5	5	5.0	5.0	5.0	4.3	5.0	5.0	5.0
0-10	10	7.3	6.7	6.7	7.0	8.0	5.7	5.7
0-15	15	13.0	13.3	13.0	13.0	13.3	12.7	13.3
0-5	5	4.3	5.0	5.0	4.3	4.7	4.7	4.7
	45	37.9	39.7	39.0	38.3	40.7	37.4	38.0

Proposer's Ability and Capability to Perform Required Services: 55%

Accessibility of office
Audit approach
Audit schedule
External quality control reviews
Pending litigation or proceeding against the Proposer
Review of Sample CAFR
Affidavits/Acknowledgements
Subtotal

0-5	5	5.0	5.0	4.3	4.0	3.3	4.0	4.0
0-15	15	12.7	13.3	13.0	12.0	13.3	12.7	11.7
0-10	10	8.3	9.7	8.0	9.0	10.0	9.7	8.3
0-10	10	9.3	9.7	9.0	9.3	9.3	9.3	9.7
0-5	5	5.0	5.0	3.7	5.0	5.0	5.0	5.0
0-5	5	4.7	4.3	4.3	4.7	4.7	4.7	4.7
0-5	5	4.7	5.0	4.7	4.7	5.0	5.0	5.0
	55	49.7	52.0	47.0	48.7	50.6	50.4	48.4

Total Score (Max. 100 pts.)

100	87.60	91.70	86.00	87.00	91.30	87.80	86.40
------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------



NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
FAX (561) 835-0628
WWW.NHMCOPA.COM

September 26, 2013

Exhibit B

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, CPA
ROBERT W. HENDRIX, JR., CPA
JANET R. BARICEVICH, CPA
TERRY L. MORTON, JR., CPA
N. RONALD BENNETT, CPA
ALEXIA G. VARGA, CFE, CPA
EDWARD T. HOLT, JR., CPA
BRIAN J. BRESCIA, CFP®, CPA

KATHLEEN A. MINER, CPA
J. MICHAEL STEVENS, CPA
KARA D. PETERSON, CFE, CPA
MARK J. BYMASTER, CPA
PUI K. LAI, CPA
RYAN M. SHORE, CPA
TIMOTHY H. SCHMEDES, CPA
WEI PAN, CPA

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

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

To the Honorable Mayor, Members of the Town Commission, and Town Manager:

We are pleased to confirm our understanding of the services we are to provide the Town of Lake Park, Florida for the years ended September 30, 2013, 2014 and 2015 with options to renew for September 30, 2016 and 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Lake Park, Florida as of and for the years ended September 30, 2013, 2014 and 2015 with options to renew for September 30, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Lake Park, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Lake Park, Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress – Retired Police Officers Pension
- 3) Schedule of Employer and State Contributions
- 4) Schedule of Funding Progress – Other Post-Employment Benefits
- 5) Budgetary Comparison Schedule – General Fund
- 6) Budgetary Comparison Schedule – CRA Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Lake Park, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

1) Combining and Individual Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our audit's report will not provide an opinion or any assurance on that other information:

2) Introductory and Statistical Sections

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Lake Park, Florida and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Lake Park, Florida is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of

System Review Report

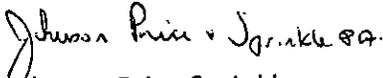
October 23, 2012

To the Shareholders of Nowlen, Holt & Miner, P.A.
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Nowlen, Holt & Miner, P.A. (the firm) in effect for the year ended May 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Nowlen, Holt & Miner, P.A. in effect for the year ended May 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Nowlen, Holt & Miner, P.A. has received a peer review rating of *pass*.


Johnson Price Sprinkle PA

Johnson Price Sprinkle PA

SCHEDULE OF FEES

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE TOWN OF LAKE PARK

FIXED FEE FOR AUDIT

September 30, 2013	\$ 39,500 (1)
September 30, 2014	40,600 (1)
September 30, 2015	41,750 (1)
OPTION YEARS	
September 30, 2016	42,800 (1)
September 30, 2017	43,900 (1)

DISCOUNTED HOURLY RATE FOR ADDITIONAL REQUESTED WORK

Partners	\$ 185
Managers	155
Supervisors	140
Senior	125
Staff	110
Other (Para-professionals)	65

NOTES TO THE SCHEDULE OF FEES

(1) Does not include Single Audit. If a Single Audit is required, the fee would be not be more than \$5,000 per major program.

NOTE: Price Proposal assumes that no significant audit adjustments will be necessary and no material weakness or reportable non-compliance will be noted.

September 24, 2013

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

We are pleased to confirm our understanding of the services we are to provide the Town of Lake Park (the Town) for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Lake Park as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Funding Progress – Retired Police Officers' Pension
3. Schedule of Employer and State Contributions
4. Notes to the Trend Data
5. Schedule of Funding Progress – Other Post Employment Benefits
6. Budgetary Comparison Schedule – General Fund
7. Budgetary Comparison Schedule – CRA Fund
8. Notes to the Budgetary Comparison Schedule Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Balance Sheet – Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
3. Budgetary Comparison Schedule – Debt Service Fund
4. Budgetary Comparison Schedule – Streets and Roads Fund
5. Budgetary Comparison Schedule – Insurance Fund

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that

testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because of the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. All confirmations obtained from a third party for which a fee is charged will be paid for by the Town.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Christopher, Smith, Leonard, Bristow & Stanell, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be required to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christopher, Smith, Leonard, Bristow & Stanell, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Randy Dillingham is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are included at Addendum A, Fee Schedule. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If a Single Audit is required, we will discuss it with you in advance and determine the additional time and fees and send an addendum to the engagement letter. Services rendered to assist you with implementing new accounting pronouncements or services requested and performed in addition to the audit will be billed separately at our standard hourly rates. Our invoices for these fees will be rendered as work progresses and are payable on presentation. This contract can be renewed for future fiscal periods after agreement by both parties as to the terms.

We appreciate the opportunity to be of service to the Town of Lake Park and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Christopher, Smith, Leonard,
Bristow + Stanell, P.A.*

**CHRISTOPHER, SMITH, LEONARD,
BRISTOW & STANELL, P.A.**

RESPONSE:

This letter correctly sets forth the understanding of the Town of Lake Park.

By: _____

Title: Town Manager

Date: _____

Addendum A

Fee Schedule

<u>Year Ending September 30,</u>	<u>Fixed Fee</u>
2013	\$ 49,400
2014	\$ 50,800
2015	\$ 52,300
2016	\$ 53,850
2017	\$ 55,465

Note:

Requests for additional services outside the scope of the audit which require significant additional time, will be performed at our standard hourly rates. Scope changes due to new accounting or auditing pronouncements and assisting the Town of Lake Park with implementing the new accounting pronouncements, which requires significant additional time will be discussed with Town management ahead of time and agreed upon as to the new services. Those requested services will be performed at our standard hourly rates.

Ordinance
on
Second
Reading

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 6*

Agenda Title: STAFF INITIATED REQUEST TO EXTEND THE LEGAL NON-CONFORMING SIGNAGE EXPIRATION DATE FOR SIGNS THAT DO NOT MEET THE TOWN'S CURRENT CODE REQUIREMENTS FROM MAY 31, 2014 TO JULY 5, 2016 IN SECTION 70-104(E) AND 70-104(E)(3) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 2nd READING
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *10/4/13*

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

Originating Department: Community Development	Costs: \$ Legal Ad Funding Source: Town Clerk Acct: #106-48100 <input type="checkbox"/> Finance	Attachments: <ul style="list-style-type: none"> → Ordinance 15-2013 → Copy of Legal Ad → Copy of Courtesy Letter from April 2011
Advertised: Date: 10-06-13 Paper: Palm Beach Post <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 ND or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

In 2003, the Town of Lake Park signed an Interlocal Agreement with Palm Beach County (PBC), the Village North Palm Beach (NPB) and Palm Beach Gardens (PBG) to create the Northlake Boulevard Task Force and adopt guidelines along Northlake Boulevard from Interstate 95 to US-Highway 1. In doing so, the Northlake Boulevard Overlay Zone (NBOZ) was created in an attempt to share common zoning, landscaping, and signage guidelines and properly coordinate all issues related to the NBOZ between jurisdictions. In short, the NBOZ guidelines are a separate set of zoning code requirements for properties located on the south side of Northlake Boulevard in the Town of Lake Park.

Shortly after joining the Task Force in 2003, the Lake Park Town Commission decided to withdraw the Town from the Task Force and consequently withdrew from adopting the NBOZ guidelines. NPB, PBG and PBC adopted the NBOZ guidelines in 2003 which include a 10-year timeframe for non-conforming signs to come into compliance. It was only on July 5, 2006 that Lake Park rejoined the Task Force and adopted the NBOZ guidelines. Hence, Lake Park's 10-year compliance schedule only began on July 5, 2006, making Lake Park the only municipality participating in the Northlake Boulevard Task Force to establish a signage compliance date of July 5, 2016 and not 2013 similar to PBC, PBG and NPB. In recent years however, PBC, and PBG have extended their signage compliance date to 2014 in order to provide additional time to their property owners. NPB was able to deal with the issue early on and managed to eliminate their pole signs (for example) by providing financial assistance to their affected property owners.

This being said, The Town of Lake Park also has an overall signage Code regulating signage in the entire Town. Generally, when Codes have overlapping sections relating to the same issue, the more restrictive Code section applies. This overall signage Code, found in Chapter 70 of the Town Code of Ordinances, sets forth a May 31, 2014 compliance date for ALL non-conforming signs throughout the Town. This date was already extended once by a prior Town Commission from July 1, 2013 to May 31, 2014 given the previous economic downturn and the need to grant some relief to property owners. This one-year extension was approved through Ordinance 03-2011 and approximately 700 courtesy letters to ALL commercial property owners were mailed following the Ordinance approval on April 6, 2011. A copy of the courtesy letter which explains the action that took place is included with this agenda item.

In an attempt to further alleviate the strain to commercial property owners in ALL areas of the Town and most importantly afford property owners, including those located in the NBOZ, the same 10-year signage compliance timeline, staff is recommending that the non-conforming signage compliance date is extended to **July 5, 2016** in the overall signage Code in Article IV, Section 70-104(e) and (e)(4). The extension will also bring back the originally intended compliance date for property owners located within the NBOZ. *NO change to the permitted or prohibited signs is being proposed.* Staff recommends approval.

Town Commission 1st Reading - October 2, 2013: Unanimous Approval 5-0.

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 15-2013 on second reading.

ORDINANCE NO. 15-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE IV, SECTION 70-104(e) AND (e)(3) OF CHAPTER 70 PERTAINING TO LEGAL NON-CONFORMING SIGNS; PROVIDING FOR THE EXTENSION OF THE AMORTIZATION DATE FOR LEGAL NON-CONFORMING SIGNS TO JULY 5, 2016; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town has adopted a Zoning District known as the Northlake Boulevard Overlay Zone (NBOZ); and

WHEREAS, the NBOZ provides that signs which exist within the NBOZ shall conform to the NBOZ sign Code regulations on or before July 5, 2016; and

WHEREAS, the Town's Code of Ordinances at Chapter 70, Articles I through IV, and Sections 70-1 through 70-108 require that non-conforming signs shall conform with the sign regulations on or before May 31, 2014; and

WHEREAS, the Town Commission has determined that it is appropriate to amend the regulations pertaining to the amortization of legal non-conforming signs contained in Chapter 70 to be consistent with the amortization schedule contained in the NBOZ; and

WHEREAS, the proposed compliance date is July 5, 2016.

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

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

Section 2. Chapter 70, Article IV, Section 70-104(e) and (e)(3) of the Town Code is hereby amended to read as follows:

Sec. 70-104. - Legal nonconforming signs.

(e)

Removal of legal nonconforming signs. Any sign which may become nonconforming as a result of these regulations or any amendment to these regulations may be continued in operation and maintained until ~~May 31, 2014~~ July 5, 2016 as a legal nonconforming sign, provided however that this amortization period shall not apply to real estate signs, and provided that:

(1)

No structural alteration, enlargement or extension shall be made to a legal nonconforming sign unless the structural alteration, enlargement or extension will result in the elimination of the nonconforming features of the sign.

(2)

No sign shall be moved in whole or in part to any other location where it would remain nonconforming.

(3)

If a legal nonconforming sign is damaged or destroyed by any means except for intentional damage by the sign owner, to the extent that the repair value exceeds \$500.00 at the time of the damage, the sign may not be rebuilt or used thereafter unless it complies with all of the provisions of this section. Damaged nonconforming signs which may not be reconstructed or repaired under the terms of this section shall be removed within 20 days after the damage or destruction occurs. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs. In the event the damage or destruction is less than 50 percent of its replacement value at the time, the sign may be rebuilt to its original condition and may continue to be displayed,

provided however that all nonconforming signs must be replaced with a conforming sign on or before ~~May 31, 2014~~ July 5, 2016.

(4)

Normal maintenance of legal nonconforming signs, including necessary nonstructural repairs and incidental work, which does not extend or intensify the nonconforming features of the sign, shall be permitted.

Section 3. Severability.

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

Section 4. Codification.

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

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

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

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

Please take notice that on Wednesday, October 16, 2013 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 Ordinances on second reading and proposed adoption thereof:

ORDINANCE NO. 15-2013

**AN ORDINANCE OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA,
AMENDING ARTICLE IV, SECTION 70-104(e) AND
(e)(3) OF CHAPTER 70 PERTAINING TO LEGAL
NON-CONFORMING SIGNS; PROVIDING FOR
THE EXTENSION OF THE AMORTIZATION DATE
FOR LEGAL NON-CONFORMING SIGNS TO JULY
5, 2016; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; PROVIDING
FOR THE REPEAL OF ALL LAWS IN CONFLICT;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida

PUB: The Palm Beach Post
October 6, 2013



Town of Lake Park

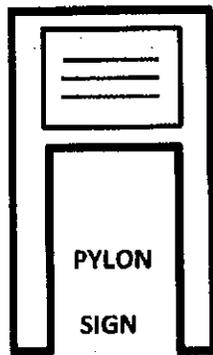
Community Development Department

May 13, 2011

COURTESY NOTICE

Dear Commercial Property Owners:

This is a courtesy notice/reminder that the Town's Sign Ordinance which was adopted in July 2008, included changes that affected some permanent signs throughout the Town. One significant modification to the sign code in 2008 was to prohibit ALL pole and pylon signs. Under current code requirements, only monument signs are permitted as permanent freestanding commercial signage.



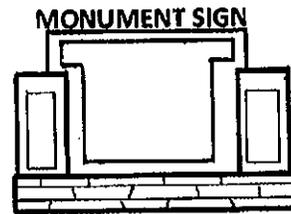
PYLON
SIGN

NOT PERMITTED

Does not meet code requirements



POLE
SIGN



MONUMENT SIGN

PERMITTED

Is consistent with code requirements

The July 2008 Ordinance provided for a 5-year grace period in order to allow sufficient time for affected property owners to bring their signage into compliance. A July 1, 2013, date was established for compliance. Given the recent economic climate, the Town Commission recently approved an additional extension to May 31, 2014. This means that all signs that do not meet current code requirements must be brought into compliance, or removed, by May 31, 2014.



Town of Lake Park

Community Development Department

For example, if your property has a pole sign standing 12 feet above ground, even though this sign may have gone through the appropriate permitting procedures, as of May 31, 2014, this sign will need to be modified or removed to meet current requirements.

Although the May 31, 2014 compliance date applies to ALL signs that do not meet our code requirements, those signs which will be directly affected are ALL pole and pylon signs. All other signs will be reviewed on a case-by-case basis.

WHY DID THE TOWN PROHIBIT POLE/PYLON SIGNS?

The Town is part of a Task Force known as the Northlake Boulevard Task Force, which includes The Town of Lake Park, City of Palm Beach Gardens, Village of North Palm Beach and Palm Beach County. As part of this Task Force, all jurisdictions collectively agreed to propose the elimination of pole/pylon signs in order to improve the aesthetics of Northlake Boulevard. In an attempt to come into compliance with the Task Force regulations and remain fair throughout the Town, the Town Commission adopted the new sign regulations in July 2008, which included the elimination of pole/pylon signs.

HOW CAN THE TOWN REQUIRE THE REMOVAL OF A STRUCTURE THAT IT PREVIOUSLY PERMITTED?

The Town is permitted to adopt any regulations it feels are necessary to improve the Town. All changes that are adopted by our Town Commission follow strict advertising procedures and are required to be noticed in the Palm Beach Post prior to adoption. This assures the general public is made aware of the proposed changes and is given the ability to come voice their opinion. Legally, once adopted, a compliance schedule is put into place to provide ample time to come into compliance. In this case, a 5-year compliance period was initially provided in 2008 and now an additional extension to May 31, 2014, has been granted for all affected signage.



Town of Lake Park

Community Development Department

WHAT TO DO NEXT?

No immediate action is required, although all non-conforming signs, mainly pole/pylon signs, must be brought up to code or removed by May 31, 2014. Permits may be required, always inquire prior to performing any work.

HOW CAN I TELL IF MY EXISTING SIGN IS IN COMPLIANCE WITH THE CURRENT CODE?

Here are some examples:

- If you have a pole or pylon sign, it does NOT meet current code
- If your front wall sign square footage exceeds 1.5 times the length of the wall on which it is placed, it does NOT meet current code (for example if your front wall is 30 feet long, the maximum square footage permitted is $30 \times 1.5 = 45$ square feet)
- If your window signage covers more than 25% of each individual window pane, it does NOT meet code

If you require any further clarifications, or for more information, do not hesitate to contact me at the Community Development Department at (561) 881-3318. Thank you and have a great day.

Sincerely,

Nadia Di Tommaso

Community Development Director

NEW BUSINESS

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 7*

Agenda Title: Authorization for Payment of Automobile Liability Deductible to the Florida Municipal Insurance Trust for the September 16, 2010 Vehicular Accident Claim

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

Approved by Town Manager *DSS/JP* Date: *10/7/13*

Samuel McKibbin Sr.
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$10,000.00 Funding Source: FY 2013 Insurance Claims Deductibles Acct. #900-49500 <input checked="" type="checkbox"/> Finance <u><i>BMT</i></u>	Attachments: FMIT Invoice Details
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

On September 16, 2010, Lake Park Public Works Department Vehicle No. 65 (a sanitation clam truck) backed into a passenger vehicle driven by a Lake Park resident. The Town's property and casualty insurer was the Florida League of Cities/Florida Municipal Insurance Trust (FMIT), and the Town's deductible pursuant to its automobile liability insurance coverage at the time was \$25,000. To date, the Town has paid a total of \$9,704.87 toward this deductible amount as follows:

- \$5,943.91 paid in December 2010
- \$2,883.88 paid in February 2011

In addition to the above property damage payments and pursuant to the terms of our member agreement, FMIT has recently paid an additional \$10,000 in bodily injury liability to settle with one of the claimants. The Town of Lake Park has received a deductible invoice from FMIT for reimbursement of the \$10,000.00 payment. In accordance with Ordinance 13-2009, the Town's current purchasing policy, any legal settlement exceeding the amount of \$5,000 shall be approved by the Town Commission in a public meeting. The purpose of this item is to obtain the Commission's authorization for payment of the amount of \$10,000 to FMIT towards the deductible amount.

Since such authorization for payment of this amount is being sought within 60 days of the end of Fiscal Year 2013, it can be paid from Fiscal Year 2013 Insurance Claims Deductibles.

Recommended Motion: I move to authorize the payment to the Florida Municipal Insurance Trust of the amount of \$10,000.00.

FLORIDA MUNICIPAL INSURANCE TRUST - AUTO LIABILITY

DEDUCTIBLE INVOICE DETAILS

10/01/2009 - 09/30/2010 as of 6/30/2013

FMIT #: 795

TOWN OF LAKE PARK

Total Available Stop Loss: 75,000.00

SL Balance as of 3/31/2013: 65,295.13

SL Balance as of 6/30/2013: 55,295.13

File Number	Type	Claimant Name	Description	Date of Loss	Deductible	Amount Paid to Date	Amount Recov to Date	Amount Due
Paid Claims								
Claims Total	AL				\$25,000	877.08	877.08	0.00
Monies Due								
VA2010067068	AL	GEORGE PETTIS, SR.	I/V BACKED INTO O/V	9/16/2010	\$25,000	18,827.79	8,827.79	10,000.00
Totals						19,704.87	9,704.87	10,000.00

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab-8*

Agenda Title: A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LETTER AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES INC., FOR THE MAINTENANCE OF ITS INKFORCE CODE ENFORCEMENT SOFTWARE

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

Approved by Town Manager *DSS* Date: *10/14/13*

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

Originating Department: Community Development	Costs: \$ 9,579 FY 13/14 Funding Source: Community Development Acct. # 500-34000 <input type="checkbox"/> Finance _____	Attachments: → Resolution __-10-2013, including Exhibit "A" (Letter Agreement and breakdown of maintenance costs)
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ___ OR Not applicable in this case <u><i>ND</i></u> Please initial one.

Summary Explanation/Background:

In 2005, the Town of Lake Park purchased the INKforce software from Calvin, Giordano and Associates, Inc. (CGA). CGA is the owner and creator of this software which serves to track Code Enforcement cases. According to our Finance Department records, the Town purchased the software at the time for \$ 43,260 along with accepting a yearly maintenance charge to essentially maintain the software. In light of the fact that the Town purchased the software and that the Code Enforcement Division has been using this software over the years as its main database for code enforcement cases, the Town's Community Development Department currently relies on the software for Code Enforcement tracking purposes. While it seems the yearly maintenance charges are a consequence of the initial purchase of the software in 2005, it is important to formalize these maintenance charges in the form of a Letter Agreement approved by the Town Commission. These charges are currently \$ 9,579 as included in Exhibit "A" of the enclosed Resolution and require Town Commission approval. These charges have shown to increase by 3% every fiscal year.

While the Town in 2005 decided to make a substantial investment by purchasing the INKforce software and for the most part the software has been satisfactory, the Community Development Department, along with the Finance Department and possibly other departments, will be exploring options on alternative software programs that may serve to combine various departmental functions over the next six to eight months. In the meantime, however, the FY 13/14 budget has already incorporated the required \$ 9,579 in order to have the software maintained while the Town is exploring other options. Maintaining the software is required in order for our Code Enforcement operation to carry on and CGA, being the owner of the software, is the only entity that can provide this service. Staff is recommending approval.

Recommended Motion: I MOVE TO APPROVE RESOLUTION ___-10-2013.

RESOLUTION NO. 39-10-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LETTER AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES INC., FOR THE MAINTENANCE OF ITS INKFORCE CODE ENFORCEMENT SOFTWARE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Commission has previously entered into an Agreement with Calvin, Giordano and Associates, Inc. (CGA) in 2005 for the purchase of a license to use and the installation, and maintenance of its INKforce software; and

WHEREAS, the Town has employed the INKforce software since 2005 for its code enforcement program; and

WHEREAS, the Town and CGA have agreed to enter into a new Letter Agreement whereby CGA has agreed to grant the Town the right to continue to use the INKforce software and CGA shall continue the maintenance of this software program for a one year term; and

WHEREAS, the Town has budgeted \$9,579 as part of the 2013-2014 fiscal year budget to pay for the maintenance services of the software of this Letter Agreement; and

WHEREAS, Town staff is recommending that the Town Commission approve this Letter Agreement.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Letter Agreement with Calvin, Giordano and Associates Inc., a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

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

Exhibit "A"



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

September 23, 2013
Ms. Nadia Di Tommaso
Community Development Director
Town of Lake Park
535 Park Avenue, Lake Park, FL 33403

RE: 07-1356.2 Lake Park INKforce Code Enforcement Tracking (CET)
Maintenance & Hosting (ASP)

Ms. Di Tommaso:

Pursuant to the recent conversations between Mr. Hector Perez of CGA and yourself, the INKforce CET Software currently used by the Community Development Department since 2005 is due for maintenance re-authorization. While the software terms and overall maintenance agreement with the Town has been ongoing for well over 7 years and has been maintained at a yearly rate which is pursuant to the attached matrix of costs, I understand that the Town would like to re-formalize these terms in the form a written letter between parties. We recognize that the Town of Lake Park purchased the INKforce software in 2005 and paid CGA \$43,260 from December 2005 through September 2006 (in four installments) for the initial installation of the software. Since then, the Town has been paying yearly maintenance costs, on a monthly basis, to have INKforce maintain the software and provide the needed updates. The yearly maintenance charge for Fiscal Year 2013/2014 is \$9,579.

Maintenance and monthly fees cover new software updates, monthly license fees (hosted) and GIS data updates from Palm Beach County Property Appraiser Tax Rolls and Parcel Maps. The Town of Lake Park currently uses the hosted or ASP licensing model. This gives the Town full access to INKforce while it is being hosted on CGA servers at a secure data center. The advantages of this licensing model are that the Town off loads immediate resources and responsibility to CGA for the required uptime and maintenance of this mission critical software web application. Under this agreement CGA also updates all GIS data layers and Tax Roll information, critical to the INKforce software.

The term of this contract shall run through September 30, 2014.

ASP Software Municipal License Pricing (Hosted by CGA)

See attached pricing matrix for monthly fees. Under this ASP monthly fee agreement all software upgrades are included. Customization of existing software functionality will be completed under a separate additional services agreement.

Building Code Services
Code Enforcement
Construction Engineering &
Inspection
Construction Services
Contract Government
Data Technologies &
Development
Emergency Management
Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture &
Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban
Design
Surveying & Mapping
Transportation Planning &
Traffic Engineering
Utility & Community
Maintenance Services

560 Village Blvd., Suite 340
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6360

www.calvin-giordano.com

LICENSING AGREEMENT

CGA hereby grants the Town of Lake Park, Florida and the Town of Lake Park hereby accepts from CGA, a personal, nonexclusive, nontransferable right to use internally, the approved CGA software "INKforce", for Code Enforcement Tracking, CGA reserves exclusive rights to INKforce or any modules. The Town of Lake Park is the owner of their specific customized CET module and data, and at end of this contract, can request to uninstall for use on their network environment. CGA will export all data and provide on CD media at no additional charge. Onsite support to install and setup on Town's network will be completed under a separate services agreement.

Under this licensing agreement the Town of Lake Park, Florida shall not:

Sell, rent, lease, sublease, lend, assign, time-share or transfer in whole or in part, or provide third parties access to or present versions of INKforce or any of its modules, data and relates materials, any updates or rights under this agreement. Reverse engineer, decompile or disassemble INKforce or any its modules. Remove or obscure any CGA copyright, trademark or proprietary rights notices. Acquire any rights to the CGA software INKforce or any of its modules and any of those specified herein.

Should you require any additional information or discussion, please contact me at 954-232-4186. Thank you for your consideration.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Dennis Giordano
President

Contract Acceptance

Date Accepted: _____

Client: The Town of Lake Park

Name: _____

Title: _____

Calvin, Giordano & Assoc., Inc.
Federal ID: 65-0013869
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
954-921-7781

TOWN OF LAKE PARK

535 PARK AVENUE
LAKE PARK, FL 33403

Contract: 0713562
LkPk INKforceCET Maint Hosting
Project 07-1356 Extra 2 LkPk INKforceCET Maint Hosting
CET RENEWAL FY13

Customer ID: L100

Fees will increase 3% effective FY13 Renewal

Billing period through November 19th 2012

Item	Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Billed
30113	Data Tech CET FY13	4,944.00	100.00%	4,944.00	0.00	4,944.00
31113	TECH SUPPORT CET FY13	4,635.00	100.00%	4,635.00	0.00	4,635.00
Contract total		9,579.00	100.00%	9,579.00	0.00	9,579.00

Invoice total

9,579.00

Project Summary

Fee	9,579.00
Invoiced to date	9,579.00
Fee remaining	0.00

Town of Lake Park INKforce™ Software Costs for all Components - ASP Installation

INKforce™ CET (Code Enforcement Tracking) ASP Setup Fee - Nonrecurring Cost				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
<i>INKforce™ BASE Product</i>				
CET-ASP-BASE	INKforce™ ASP BASE CET Package V2.0 - Setup Fee (NRC)	\$16,000.00	0	\$0.00
	Base Customization (up to 20 hrs.)	Included	0	
	Training (up to 12 hrs.)	Included	0	
CET-ASP-MAINT	1st year Gold Software Maintenance	Included	0	
Sub-Total				\$0.00

INKforce™ CET (Code Enforcement Tracking) ASP Monthly Recurring License Package				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
CET-ASP-MAINT	1st year Gold Software Maintenance	Included	0	\$0.00
<i>INKforce™ Licenses</i>				
CET-ASP-SING	INKforce™ User CET V2.0 ASP Licenses (\$100 - \$250/mo/user) (MRC)	\$100.00	3	\$300.00
<i>Read Only CET Licenses</i>				
CET-ASP-READ	INKforce™ User CET V2.0 ASP Read-Only Licenses	\$75.00	1	\$75.00
<i>GIS Access</i>				
CET-ENT-GIS	Enterprise-Wide GIS- Includes Property Appraiser quarterly updates	\$400.00	1	\$400.00
Sub-Total				\$775.00
Annual Cost				\$9,300.00

INKforce™ BPT (Building and Permit Tracking) ASP Setup Fee - Nonrecurring Cost				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
<i>INKforce™ BASE Product</i>				
BPT-ASP-BASE	INKforce™ ASP BASE BPT Package V2.0 - Setup Fee (NRC)	\$16,000.00	0	\$0.00
	Base Customization (up to 20 hrs.)	Included	0	
	Training (up to 12 hrs.)	Included	0	
BPT-ASP-MAINT	1st year Gold Software Maintenance	Included	0	
Sub-Total				\$0.00

INKforce™ BPT (Building & Permit Tracking) ASP Monthly Recurring License Package				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
BPT-ASP-MAINT	1st year Gold Software Maintenance	Included	0	\$0.00
<i>INKforce™ Licenses</i>				
BPT-ASP-SING	INKforce™ User BPT V2.0 ASP Licenses (\$100 - \$250/mo/user) (MRC)	\$100.00	0	\$0.00
<i>Read Only BPT Licenses</i>				
BPT-ASP-READ	INKforce™ User BPT V2.0 ASP Read-Only Licenses	\$75.00	0	\$0.00
<i>GIS Access</i>				
BPT-ENT-GIS	Enterprise-Wide GIS- Includes Property Appraiser quarterly updates	\$0.00	0	\$0.00
Sub-Total				\$0.00
Annual Cost				\$0.00

GIS Integration				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
<i>GIS Integration Base</i>				
CET-ASP-GIS	GIS Integration into CET INKforce™	\$7,500.00	0	\$0.00
BPT-ASP-GIS	GIS Integration into BPT INKforce™	\$7,500.00	0	\$0.00
Sub-Total				\$0.00

INKforce™ Contractor Licensing System				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
<i>BPT-Contractor Licensing System</i>				
BPT-ASP-Contr	Contractor Integration into BPT INKforce™	Included	1	
Sub-Total				\$0.00

Interactive Voice Recognition (IVR) Integration				
ASP Deployment				
Part Number	Description	List Price	Qty	Extended
<i>IVR Integration Base</i>				
CET-ASP-IVR	IVR Integration into CET INKforce™	\$16,500.00	0	\$0.00
BPT-ASP-IVR	IVR Integration into BPT INKforce™	\$16,500.00	0	\$0.00
Sub-Total				\$0.00

Mobile Application				
ASP Deployment - Nonrecurring Cost				
Part Number	Description	List Price	Qty	Extended
<i>Mobile Application Base</i>				
CET-ASP-MOBL	Mobile Integration into CET INKforce™	\$300.00	0	\$0.00
BPT-ASP-MOBL	Mobile Integration into BPT INKforce™	\$300.00	0	\$0.00
Sub-Total				\$0.00

Point of Sale (POS) Integration				
ASP Deployment - Nonrecurring Cost				
Part Number	Description	List Price	Qty	Extended
<i>Point of Sale Base</i>				
BPT-ASP-POS	POS Integration into BPT INKforce™ Per Terminal	\$2,000.00	0	\$0.00
Sub-Total				\$0.00

TOTAL INKforce™ SOFTWARE IMPLEMENTATION - ASP License Model - Nonrecurring	TOTAL	\$0.00
TOTAL INKforce™ SOFTWARE IMPLEMENTATION - ASP License Model - Annual Recurring Cost	TOTAL	\$9,300.00
TOTAL YEARLY CHARGES		\$9,300.00

plus 3% increase effective for 2013

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 9*

Agenda Title: Resolution Amending Resolution 57-08-07 to Modify the Facility Rental Fee Schedule

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

Approved by Town Manager *[Signature]* Date: *10/9/13*

Kathleen Carroll/Recreation Director
Name/Title

Originating Department: Parks & Recreation Department	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution No. ____-10-2013 Resolution No. 57-08-07 Current Facility Fee Schedule New Facility Rental Fee Schedule (Exhibit A)
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>KAC</i></u> Please initial one.

Summary Explanation/Background:

On September 26, 2007, the Commission adopted Resolution 57-08-07 establishing the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities.

At the October 3, 2012 meeting, the Commission approved the current Facility Rental Fee Schedule which established a per-hour rental fee structure for residents and non-residents, as well as a deposit structure. A copy of the current schedule is attached.

Staff has determined that the current \$500.00 deposit for rental of the Mirror Ballroom and the current hourly rate structure of \$200.00 for residents and \$250.00 for non-residents for use of Kelsey Park have proved to be too costly for all-day events.

Staff is recommending that Resolution 57-08-07 be amended to adjust the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities to reduce the deposit for rental of the Mirror Ballroom from \$500.00 to \$250.00 and to reduce the hourly fee for the rental of Kelsey Park to a flat rate of \$400.00.

Recommended Motion:

I move to approve Resolution No. __-10-2013.

RESOLUTION NO. 40-10-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 58-08-07 AND APPROVING A REVISED FEE SCHEDULE FOR THE RENTAL OF VARIOUS TOWN FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted a fee schedule which establishes rental rates pertaining to the temporary use of various Town facilities; and

WHEREAS, the town staff has recommended that periodic adjustments be made to the facility rental fee schedule to meet the Town’s increased costs; and

WHEREAS, the Town Commission has determined that the staff’s recommended adjustment to the rental rate schedule is in the best interest of the Town. health, safety and general welfare to implement a new facility rental fee schedule, which are set forth in the Town “Facilities Rental Fee Schedule”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”** .

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

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

Section 2. The Town Commission hereby approves the revised “Facilities Rental Fee Schedule” which is attached hereto, and incorporated herein as **Exhibit “A”**.

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



TOWN OF LAKE PARK

535 Park Avenue
561-881-3338

CURRENT

FACILITY RENTAL FEE SCHEDULE 2013

FACILITY	DEPOSIT	RENTAL FEE/HR + TAX		
		Resident	Non-Resident	
MIRROR BALLROOM <i>Capacity 100</i>	\$500	\$70/hour *	\$100/hour*	
EVERGREEN HOUSE <i>Capacity 20 indoors/65 outdoors</i>	\$200	\$45/hour*	\$70/hour*	
HARBOR MARINA <i>Capacity 50</i>	\$200	\$60/hour*	\$90/hour*	
LAKE SHORE PARK INDOOR PAVILION <i>Capacity 40</i>	\$200	\$60/hour*	\$90/hour*	
LAKE SHORE PARK SOUTH PAVILION 2 picnic tables (Sunrise to Sunset) <i>Capacity 25</i>	\$100	\$50 (flat)	\$70	
LAKE SHORE PARK PLAYGROUND PAVILION 4 picnic tables (Sunrise to Sunset) <i>Capacity 45</i>	\$100	\$100 (flat)	\$125	
LAKE SHORE PARK NORTH PAVILION OR WEST ILEX PARK PAVILION 1 picnic table (Sunrise to Sunset) <i>Capacity 15 each</i>	\$100	\$35 (flat)	\$60	
BLAKELY COMMONS GAZEBO <i>Capacity 40</i>	\$100	\$45/hour	\$70/hour	
KELSEY PARK				
	<i>Entire</i>	\$500	\$200/hour	\$250/hour
	<i>Half</i>	\$250	\$100/hour	\$150/hour

OTHER FEES (non-taxable)

*STAFF FEE	\$30/hour (required for all indoor facility rentals)
SET UP & BREAKDOWN	\$30/hour (staff fee required*)
PARTY PACKAGE	\$200/flat rate – table cloths; chafing dishes (8);
METERED PARKING	\$1.00/hour

Note: Host may pay for parking for their guests in advance and receive a parking pass for convenience only and does not reserve a parking space.

Rev. 2/13



TOWN OF LAKE PARK

535 Park Avenue
561-881-3338

PROPOSED

FACILITY RENTAL FEE SCHEDULE 2013

FACILITY	DEPOSIT	RENTAL FEE/HR + TAX	
		Resident	Non-Resident
MIRROR BALLROOM <i>Capacity 100</i>	\$250	\$70/hour *	\$100/hour*
EVERGREEN HOUSE <i>Capacity 20 indoors/65 outdoors</i>	\$200	\$45/hour*	\$70/hour*
HARBOR MARINA <i>Capacity 50</i>	\$200	\$60/hour*	\$90/hour*
LAKE SHORE PARK INDOOR PAVILION <i>Capacity 40</i>	\$200	\$60/hour*	\$90/hour*
LAKE SHORE PARK SOUTH PAVILION 2 picnic tables (Sunrise to Sunset) <i>Capacity 25</i>	\$100	\$50 (flat)	\$70
LAKE SHORE PARK PLAYGROUND PAVILION 4 picnic tables (Sunrise to Sunset) <i>Capacity 45</i>	\$100	\$100 (flat)	\$125
LAKE SHORE PARK NORTH PAVILION OR WEST ILEX PARK PAVILION 1 picnic table (Sunrise to Sunset) <i>Capacity 15 each</i>	\$100	\$35 (flat)	\$60
BLAKELY COMMONS GAZEBO <i>Capacity 40</i>	\$100	\$45/hour	\$70/hour
KELSEY PARK	\$500	\$400 FLAT FEE	

OTHER FEES (non-taxable)

*STAFF FEE	\$30/hour (required for all indoor facility rentals)
SET UP & BREAKDOWN	\$30/hour (staff fee required*)
PARTY PACKAGE	\$200/flat rate – table cloths; chafing dishes (8);
METERED PARKING	\$1.00/hour

Note: Host may pay for parking for their guests in advance and receive a parking pass for convenience only and does not reserve a parking space.

Rev. 2/13

RESOLUTION NO. 57-08-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ADOPTING NEW CRITERIA FOR FEE WAIVER REDUCTIONS FOR TOWN FACILITIES AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted fee waiver and reduction criteria for organizations wishing to rent Town facilities together with a corresponding fee schedule which provides for fee waivers and reductions when Town facilities are rented by organizations who meet the Town established criteria;

WHEREAS, the Town Commission recognizes that periodic adjustments must be made to the established fee waiver and reduction fee waiver schedule for qualified organizations in keeping with increased costs and the market in general; and

WHEREAS, the Town has determined that it is in the best interests of the Town to adopt both new criteria and a new fee waiver and reduction schedule as set forth in the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities (August 2007 edition)", a copy of which are attached hereto and incorporated herein as **Exhibit "A"**

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

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

Section 2. The Town Commission hereby approves the adoption of the revised criteria for qualification for organization discount in the rental of Town facilities, and the fee waiver and reduction schedule for qualified organizations as set forth in the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities (August 2007 edition)” attached hereto as **Exhibit “A”**, and Town staff is directed to implement the fees set forth therein commencing upon the effective date of this Resolution.

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

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

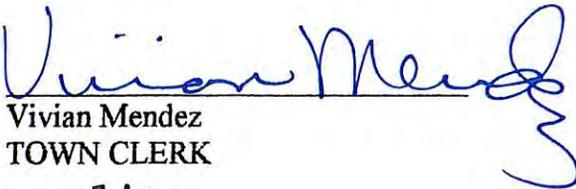
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 57 -08-07 duly passed and adopted this 26 day of September, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

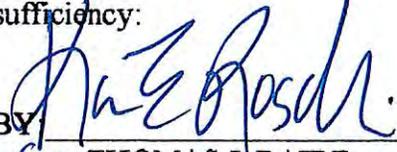
ATTEST:


Vivian Mendez
TOWN CLERK

TOWN OF LAKE PARK
TOWN SEAL
SEAL

FLORIDA

Approved as to form and legal sufficiency:

BY: 
for THOMAS J. BAIRD
TOWN ATTORNEY

At its May 16th Regular Commission Meeting, the Commission directed that staff develop criteria for fee waiver/reductions for rental of Town facilities, to include Non-Profit Groups. In order to facilitate the development of these criteria, staff has established the following categories for the rental of Town facilities by organizations and individuals:

Category I (Events Sponsored by Public Sector Organizations)

This category is for the rental of Town facilities for events specifically sponsored by public agencies such as the Town of Lake Park, public schools and other governmental agencies. This is a new category for which no rental fee structure previously existed. Staff is proposing the following rental fee waiver/reduction schedule for public sector organizations:

- No rental charge for the first event occurring during one calendar year;
- A reduction of 50% of the facility rental fee only for any additional events occurring during the same calendar year;
- All other fees (i.e. the deposit, personnel fee, alcohol fee, etc.) will be assessed at 100%

The rental of Town facilities by public sector organizations will be approved in advance by the Town Manager on a case-by-case basis.

Category II (Events Sponsored by Non-profit and other Charitable Organizations)

This category is for the rental of Town facilities for events specifically sponsored by legally established non-profit or other charitable organizations. This category includes organizations such as the Kiwanis of Lake Park, Red Cross, American Cancer Society, Hospice, Lake Park Youth League, and AYSO of Lake Park. In order to qualify for this rental fee structure, the organization must submit the following documentation along with a completed Town Rental Application form:

- A valid and current copy of the organization's IRS Determination Letter;
- A brief summary of the event's direct benefit to the citizens of Lake Park.

This is a pre-existing category for which no rental fee structure previously existed. Staff is proposing the following rental fee waiver/reduction schedule for non-profit and other charitable organizations:

- No rental charge for the first three (3) events occurring during one calendar year;
- A reduction of 50% of the facility rental fee only for any additional events occurring during the same calendar year;
- All other fees (ie the deposit, personnel fee, alcohol fee, etc) will be assessed at 100%

The rental of Town facilities by nonprofit and other charitable organizations shall be approved in advance by the Town Manager on a case-by-case basis.

Category III (Individual Residents and Nonresidents)

This category is for rental of Town facilities for events sponsored by individuals who may or may not be residents of the Town of Lake Park, and whose activities in the opinion of the Recreation Director directly benefit citizens of the Town of Lake Park. This is a pre-existing category which previously required full price for either residents or nonresident of Lake Park. Staff is proposing the following rental fee waiver/reduction schedule for residents.

For Residents:

- A reduction of 10 percent of the facility rental fee only.
- All other fees (e.g., the deposit, personnel fee, alcohol fee, etc.) will be assessed at 100 percent

For Nonresidents:

- No waiver or reduction of the facility rental fee
- All other fees will be assessed at 100 percent

The rental of Town facilities by individual residents and nonresidents shall be approved in advance by the Recreation Director on a case-by-case basis.

Category IV (Current Town Employees)

This category consists of individual who are currently employed by the Town of Lake Park. This is a pre-existing category for which previously required 50 percent reduction on rental fee and deposit, but no limit on usage. Staff is proposing the following rental fee waiver/reduction schedule for current Town employees:

- A reduction of 50 percent of the facility rental fee only for one event per calendar year
- All other fees (e.g., the deposit, personnel fee, alcohol fee, cleaning fee etc.) will be assessed at 100 percent

The rental of Town facilities by current Town employees shall be approved in advance by the Recreation Director on a case-by-case basis.

Staff conducted a survey of neighboring municipalities to determine their facility fee waiver/reduction schedule. The following are the findings from that survey:

Village of North Palm Beach:

- All nonprofit groups are charged full price, no fees are reduced.

Village of Palm Springs:

- 10% discount for Non-Profit Groups.
- All nonprofit groups must provide current copy of 501(c)(3) or 501(c)(6) documentation

Town of Jupiter:

- 10% - 50% discount for nonprofit groups
- All nonprofit groups must provide current copy of 501(c)(3) Tax Exempt Certificate.

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. Tab 10

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING RESOLUTIONS 20-05-10, 40-11-11, AND 09-06-12 TO EXTEND A PERMIT TO AUTHORIZE COMMERCIAL INVESTMENTS, LLC DOING BUSINESS AS EARL STEWART TOYOTA TO CONTINUE THE TEMPORARY USE OF A LOT IT OWNS FOR THE STORAGE OF ITS VEHICLE INVENTORY WHICH INCLUDES AN OFFICE TRAILER UPON THE PROPERTY FOR USE AS A VEHICLE SALES OFFICE

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON ___ READING
[X] NEW BUSINESS - RESOLUTION
[] OTHER

Approved by Town Manager [Signature] Date: 10/9/13

Nadia Di Tommaso / Community Development Director [Signature]
Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (\$250), Attachments (Staff Memo, Resolutions, etc.), Advertised (N/A), and notification status.

Summary Explanation/Background: Please refer to the Staff Memo.

Recommended Motion: I MOVE TO APPROVE RESOLUTION ___-10-2013 with conditions of approval A through E.



Town of Lake Park
Community Development Department

Nadia Di Tommaso
Community Development Director

Meeting Date: **October 16, 2013**

To: **TOWN COMMISSION**

RE: **Earl Stewart Toyota - Extension of Temporary Vehicular Storage Lot Use and Temporary Office Trailer for Used Car Sales.**

HISTORY

Earl Stewart Toyota acquired the property upon which the Journey's Inn and the El Colonial restaurant were located in August 2004. Over the years, the abandoned Journey's Inn and El Colonial restaurant became a huge eyesore to the community. In May 2010, Commercial Investments LLC, doing business as Earl Stewart Toyota (the Applicant) requested permission from the Town Commission to demolish the Journey's Inn and El Colonial restaurant buildings on the property to use it for the temporary storage of vehicles. Pursuant to Resolution 20-05-10, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn and the El Colonial restaurant buildings thereby granting the Applicant a temporary use of the property for temporary vehicular storage until the Applicant would begin construction of its new buildings and facilities consistent with a site plan that was to be approved by the Town Commission. Resolution 20-05-10 also provisioned that following demolition, the Applicant was required to fill the subject property with crushed asphalt and was required to grade it. Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for the site plan approval and construction of the expanded dealership was not met. This timeline was set for a two(2)-year period ending April 30, 2012, at which time the Applicant would have had to either apply for a new temporary permit or would have to be in the process of moving forward with the expansion of the dealership. In addition, the temporary permit was approved with the condition that the lot would have a minimum of 18 trees around the perimeter and that construction of the new facility would commence by May 5, 2012, or the subject site would be required to be fully landscaped per the Town of Lake Park landscaping regulations. The Applicant satisfied the landscaping provision and installed 18 trees around the perimeter of the subject property.

Given the market conditions, the Applicant addressed the Commission once again at the October 19, 2011 Town Commission meeting and requested that the Town Commission grant it temporary approval for an office trailer. The Commission directed staff to bring forward an amendment to Resolution 20-05-10 which would allow for the temporary office trailer pursuant to certain

conditions. The temporary office trailer was approved unanimously at the November 2, 2011 Town Commission meeting under Resolution 40-11-11. The office trailer is currently installed on the property and had an initial expiration date of April 30, 2012.

Earl Stewart Toyota addressed the Town Commission once again in June 2012 requesting an extension of the permit for the use of the lot as a vehicular storage lot (*approved under Resolution 20-05-10 with an April 30, 2012 expiration date*) and the temporary office trailer for used car sales (*approved under Resolution 20-05-10 with an April 30, 2012 expiration date*) to October 1, 2013, with the development plans for the site being submitted by December 31, 2012, instead of the previously provisioned April 30, 2012. Additionally, rather than to fully landscape the site pursuant to the previous condition on Resolution 20-05-10, Earl Stewart Toyota proposed to landscape the perimeter pursuant to plans VLP-1, VLP-2 and IR-1, which included additional shade trees and a Cocoplum hedge along certain perimeter landscape buffers namely, North Federal Highway, Lakeshore Drive, and half of East Ilex Drive. The extension, along with the landscaping request, was approved under Resolution 09-06-12. *While the Applicant had also introduced a request for a 340 foot flagpole at this time and this request was approved only with a 50 foot height maximum, the Applicant decided not to pursue the flagpole.*

CURRENT STATUS

The Applicant completed the landscaping improvements pursuant to the obligations of Resolution 09-06-12, however it failed to submit the development plans for the expansion of the dealership by the prescribed deadline of December 31, 2012. Staff has been communicating with the Applicant since November 2012 reminding them of their obligations. After staying in communication a handful of times over the course of approximately six (6) months from November 2012 until May 2013, staff decided to issue a written correspondence to the Applicant regarding the expiration date of October 1, 2013 on their current Resolution. This letter has been included with this agenda item.

Staff recommends the Town Commission ONLY approve the extension if the Stipulation Agreement outlined in condition "D" of the Resolution, is executed. This Agreement will require the Applicant to provide the Town with a Cashiers' check in the amount of \$ 50,000 within seven (7) business days of the effective date of the Resolution if adopted. If this does not compel the Applicant to satisfy the obligations of the Resolution on or before December 31, 2013, the Town shall automatically be entitled to the \$50,000 in funds.

STAFF RECOMMENDATION

Staff recommends that the Town Commission APPROVE Resolution __-10-2013 for the extension request for the temporary use of a vehicular storage lot and a temporary office trailer subject to the following conditions and any additional conditions as may be added by the Town Commission:

- A. Permit Duration. The Applicant shall submit a site plan application for the subject property which meets all of the criteria required by the Town Code, together with the appropriate application fee on or before December 31st, 2013.

- B. Office Trailer. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue to maintain the trailer for use as a used vehicles sales office until December 31, 2014.
- C. Storage of Vehicles. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue the use of the subject property for the storage of its vehicle inventory until December 31, 2014.
- D. This approval is subject to **the Applicant entering into an Agreement, attached hereto as Exhibit "A", which requires the Applicant to provide the Town with a Cashiers' check in the amount of \$ 50,000 within 7 business days of the effective date of this Resolution. The Applicant agrees that its failure to meet any of the conditions pertaining to the temporary use of its property on or before December 31, 2013, shall automatically entitle the Town to the \$50,000 in funds deposited by the Town into its PNC bank account.**
- E. Advertising. Earl Stewart Toyota shall only advertise their facility as being located in the Town of Lake Park. There shall be no advertisements that state or imply that Earl Stewart Toyota is located in North Palm Beach or Northern Palm Beach.

RESOLUTION NO. 41-10-2013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTIONS 20-05-10, 40-11-11, AND 09-06-12 TO EXTEND A PERMIT TO AUTHORIZE COMMERCIAL INVESTMENTS, LLC DOING BUSINESS AS EARL STEWART TOYOTA TO CONTINUE THE TEMPORARY USE OF A LOT IT OWNS FOR THE STORAGE OF ITS VEHICLE INVENTORY WHICH INCLUDES AN OFFICE TRAILER UPON THE PROPERTY FOR USE AS A VEHICLE SALES OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Commercial Investments, LLC, d/b/a Earl Stewart Toyota (Applicant) acquired the properties formerly known as the Journey's Inn hotel and the El Colonial restaurant; and

WHEREAS, in May of 2010, the Applicant requested permission from the Commission to demolish the buildings on the property and to use it for the temporary storage of vehicles and the placement of a *temporary* sales trailer; and

WHEREAS, pursuant to Resolutions 20-05-10, 40-11-11, and 09-06-12 (jointly and severally these Resolutions shall be referred to as a *temporary* Development Order), the Town Commission approved a demolition permit authorizing the Applicant to demolish the Journey's Inn hotel and El Colonial restaurant buildings and authorized the Applicant to use its property for the temporary storage of its vehicles and to temporarily place a trailer upon it to be used as a vehicle sales office for a *temporary* period of time; and

WHEREAS, the legal description of the Applicant's property which is the subject of the temporary Development Order is: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 121. PCN 36-43-42-20-01-121-0010 (the subject property); and

WHEREAS, in accordance with the temporary Development Order, the Applicant has filled the subject property with crushed asphalt and has graded it; and

WHEREAS, in accordance with the temporary Development Order, the Town Commission authorized the Applicant to temporarily use the subject property for the storage of vehicles; and

WHEREAS, pursuant to Resolution 20-05-10 the Applicant was required to plant 18 perimeter trees around the subject property; and

WHEREAS, the Applicant has complied with this condition of the temporary Development Order; and

WHEREAS, Resolution 20-05-10 established an expiration date of April 30, 2012 for the use of the subject property for temporary vehicular storage; and

WHEREAS, Resolution 40-11-11 authorized the Applicant to place a trailer on the subject property for use as a temporary used vehicle sales office; and

WHEREAS, Resolution 40-11-11 established an expiration date of April 30, 2012 for the continued use of the subject property for the storage of vehicles and the maintenance of a trailer for use as a used vehicle sales office; and

WHEREAS, the Applicant did not submit an application for a site plan on or before the expiration date as required by Resolution 40-11-11; and

WHEREAS, pursuant to Resolution 09-06-12 the Applicant requested and the Commission approved an extension of the use of the subject property for the temporary storage of the Applicant's vehicle inventory and to maintain its trailer on the subject property for its temporary use as a used vehicle sales office; and

WHEREAS, Resolution 09-06-12 established an expiration date of October 1, 2013 for the continued use of the subject property for the storage of vehicles and the maintenance of a trailer as a used vehicle sales office; and

WHEREAS, the Applicant did not submit an application for a site plan on or before December 31, 2012 as required by Resolution 09-06-12; and

WHEREAS, the Applicant has continued the temporary use of the subject property for the temporary uses authorized by Resolution 09-06-12 beyond the October 1, 2013 provision, and has not submitted an application for a site plan; and

WHEREAS, the Applicant is requesting another extension of time to submit an application for a site plan and is requesting that it be permitted to continue the temporary use of the subject property until a site plan has been submitted, or December 31, 2014, whichever comes first; and

WHEREAS, the Applicant is also requesting an extension of the time specified in the previous development order to submit a site plan which depicts the proposed expansion of the dealership to December 31st, 2013.

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

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

Section 2. The Town Commission hereby requires that the Applicant submit a site plan which depicts the expansion of the vehicle sales use.

Section 3. The Town Commission hereby amends the Development Order to authorize the continued temporary use of the subject property for the storage of vehicles and the use of a trailer as a used car sales office.

Section 4. The continued temporary use of the subject property is subject to the following conditions:

- A. Permit Duration. The Applicant shall submit a site plan application for the subject property which meets all of the criteria required by the Town Code, together with the appropriate application fee on or before December 31st, 2013.
- B. Office Trailer. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue to maintain the trailer for use as a used vehicles sales office until December 31, 2014.
- C. Storage of Vehicles. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue the use of the subject property for the storage of its vehicle inventory until December 31, 2014.
- D. This approval is subject to **the Applicant entering into an Agreement, attached hereto as Exhibit "A", which requires the Applicant to provide the Town with a Cashiers' check in the amount of \$ 50,000 within seven (7) business days of the effective date of this Resolution. The Applicant agrees that its failure to meet any of the conditions pertaining to the temporary use of its property on or before December 31, 2013, shall automatically entitle the Town to the \$50,000 in funds deposited by the Town into its PNC bank account.**
- E. Advertising. Earl Stewart Toyota shall only advertise their facility as being located in the Town of Lake Park. There shall be no advertisements that state or imply that Earl Stewart Toyota is located in North Palm Beach or Northern Palm Beach.

Section 3. This Resolution shall take effect upon adoption.

EXHIBIT "A"

Agreement to Extend the Temporary Uses of Property Without Site Plan Approval

This Agreement to *Extend the Temporary Uses of Property Without Site Plan Approval* (Agreement) is entered into between the Town of Lake Park, Florida (Town), and the owner of certain real property, Commercial Investments LLC, aka Earl Stewart Toyota (Owner), this __ day of October, 2013.

WITNESSETH

WHEREAS, the Town is a municipal corporation of the state of Florida with such power and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, by Resolution, the Town and the Owner have previously agreed that the Owner may make certain temporary uses of its property legally described as:

KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 121
(the Property)

before obtaining a Development Order authorizing the development of the Property in accordance with a site plan which legally authorizes the Owner to use and develop its property consistent with the Town Code.

NOW THEREFORE, the parties agree as follows:

1. The persons signing this Agreement have the authority to enter into it and bind the respective parties to the terms contained herein.
2. Within seven calendar days following the effective date of Resolution __10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.
3. If the Applicant fails to timely comply with any of the obligations of Resolution __-10-2013, the Owner agrees that the Town shall be entitled to keep any and all remaining Funds.
4. In addition, the Owner shall have 30 days to remove the sales trailer and the vehicles parked on the Property.
5. This Agreement may be enforced by either party, and in such case, the prevailing party shall be entitled to recover its attorney fees and costs.

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33043

Commercial Investments LLC
1025 U.S. Highway-1
Lake Park, Florida 33403

James Dubois
Mayor

Earl D. Stewart
Manager / Member

Earl Stewart Toyota



9/13/13

To Whom It May Concern:

Earl Stewart Toyota respectfully requests an amendment to the existing Resolution and a temporary extension of our existing building permit for 1025 US1 in Lake Park, FL.

Specifically:

- An extension date for the submittal of plans for the expansion of the dealership to December 31st, 2013
- An expiration date for the storage lot and office trailer of December 31st, 2014

Please feel free to contact us with any questions or comments. Thank you very much; we greatly appreciate your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Earl Stewart III', written in a cursive style.

Earl D. Stewart III



Community
Development
Department

Via Hand Delivery to Mr. Jason Stewart on 07-19-2013

Earl Stewart LLC
1215 North Federal Highway
Lake Park, Florida 33403

July 19, 2013

Re: Resolution No. 09-06-12 – Parcel Control # 36-43-42-20-01-121-0010

Mr. Stewart:

Please allow this letter to serve as a courtesy reminder that Resolution No. 09-06-2012, as it relates to the temporary storage of vehicles and temporary office trailer, is set to expire on October 1, 2013, and no further extensions are possible. An extension was granted under this Resolution to provide you with an extended timeframe to submit the required dealership expansion plans and bring them through the necessary public hearing process. While I understand through my conversations with Mr. Jason Stewart that these plans are being worked on, please be advised that the current temporary storage of vehicles and the temporary office trailer will need to cease as of October 1, 2013 per condition A in Section 4 of the enclosed Resolution.

Should you have any questions, feel free to contact me. Thank you.

Sincerely,

Nadia Di Tommaso
Community Development Director

cc: Dale S. Sugerman, Town Manager

Enclosure: Resolution 09-06-12

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

RESOLUTION NO. 20-05-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN APPLICATION FOR A DEMOLITION PERMIT SUBMITTED BY EARL STEWART TOYOTA TO DEMOLISH ALL BUILDINGS FOR THE PROPERTY FORMERLY KNOWN AS THE JOURNEY'S INN AND APPROVING A SITE PLAN AUTHORIZING THE DEVELOPMENT OF A TEMPORARY PARKING LOT THEREON.

WHEREAS, Earl Stewart Toyota (the Applicant) has submitted an application for a permit to demolish the structures formerly occupied by the Journey's Inn and the former Cuban Restaurant (the subject property) located on US Highway One within the Town of Lake Park; and

WHEREAS, the subject property is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010.

WHEREAS, the Applicant proposes to demolish the buildings and fill and grade the footprints of these buildings with crushed asphalt for use by Earl Stewart Toyota as a temporary parking and storage lot for new and used vehicles, and

WHEREAS, in September 2009 the Town Commission agreed to the Applicant's request to demolish the buildings and use the property as a temporary parking and storage lot until such time as Stewart Toyota is able to construct additional buildings and expand the dealership on this site consistent with an approved site plan; and

WHEREAS, the Applicant has submitted a detailed site plan which meets engineering/drainage standards and provides for minimal landscaping; and does not meet the landscaping code; and

WHEREAS, the staff recommends the Commission approve the demolition permit and site plan application for temporary parking and has presented to the Town Commission its recommendations; and

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

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

Section 2. The Town Commission hereby approves a permit authorizing the demolition of the buildings which formerly were known as the Journey's Inn and El Colonial Cuban Restaurant.

Section 3. The Town Commission hereby approves a site plan for KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 authorizing the construction of a temporary parking and storage lot on the subject property.

Section 4. The use of the subject property as a temporary parking and storage lot is subject to the following conditions:

- A. Landscaping. The Applicant shall place a minimum of 18 trees around the perimeter of the site.
- B. Paving. The Applicant shall cover the demolition footprints with crushed asphalt until such time as appropriate paving plans can be approved.
- C. Parking Plan. The site will be used for parking and storage of new and used vehicles on a temporary basis until a permanent plan for the use of the site is approved.
- D. Permit Duration. The permit will expire on April 30, 2012, at which time the Applicant will have to either apply for a new temporary permit or must be in the process of moving forward with the expansion of the dealership.
- E. Expiration. Temporary parking for a 2 year period with a minimum of 18 trees around the perimeter. Construction of the new facility must commence by May 5,

2012, or the subject site is required to be fully landscaped per the Town of Lake Park landscaping regulations.

Section 5. This Resolution shall take effect upon adoption.

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

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR PATRICIA OSTERMAN	<u>/</u>	—
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	—
COMMISSIONER JEANINE LONGTIN	<u>/</u>	—
COMMISSIONER KENDALL RUMSEY	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 20-05-10 duly passed and adopted this 5 day of May, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desc Du Bois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

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

RESOLUTION NO. 40-11-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 20-05-10 TO PERMIT EARL STEWART TOYOTA TO PLACE A TEMPORARY OFFICE TRAILER ON THE PROPERTY.

WHEREAS, pursuant to Resolution 20-05-10 (the Resolution), Earl Stewart Toyota (the Applicant) was authorized to demolish the structures formerly occupied by the Journey's Inn hotel and the El Colonial restaurant; and

WHEREAS, the property upon which Earl Stewart Toyota is located is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 (the subject property); and

WHEREAS, pursuant to the Resolution, the Applicant was authorized to demolish the former restaurant and hotel buildings and filled and graded the footprints of these buildings with crushed asphalt, and

WHEREAS, pursuant to the Resolution, the Town Commission authorized the Applicant to use the property formerly occupied by the restaurant and hotel as a temporary parking and storage lot until the Applicant begins construction of its new buildings and facilities consistent with the site plan and timeline approved by the Resolution; and

WHEREAS, the Applicant has now requested that it be permitted to locate a temporary vehicles sales trailer on the subject property until it begins construction on the subject property consistent with the Resolution.

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

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

Section 2. The Town Commission hereby approves the placement of a temporary trailer on the subject property subject to the following conditions:

- A. Permit Duration. Upon receipt of all necessary permits, the Applicant is authorized to place a temporary office trailer on the subject property and may maintain it there until April 30, 2012, at which time it shall be removed.
- B. Location. The Applicant shall locate the office trailer on the northeast corner of the subject property consistent with the setback requirements of the Town Code .
- C. Aesthetics. The trailer shall be of the highest quality modular unit available and shall include an underpinning which covers the empty space between the trailer and the ground.
- D. Signage. Any signs proposed for the temporary trailer, or the dealership shall be subject to the approval of the Community Development Director. If a freestanding sign is requested it must be a permanent monument sign and shall meet Code.

Section 3. This Resolution shall take effect upon adoption.

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>✓</u>	—
VICE-MAYOR KENDALL RUMSEY	<u>✓</u>	—
COMMISSIONER STEVEN HOCKMAN	<u>✓</u>	—
COMMISSIONER JEANINE LONGTIN	<u>✓</u>	—
COMMISSIONER TIM STEVENS	<u>✓</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 40-11-11 duly passed and adopted this 2 day of November, 2011.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN LEMLEY
TOWN CLERK

TOWN OF LAKE PARK
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

RESOLUTION NO. 09-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 20-05-10 AND 40-11-11 TO EXTEND A PREVIOUSLY APPROVED PERMIT WHICH AUTHORIZED THE USE OF VACANT PROPERTY OWNED BY EARL STEWART TOYOTA FOR THE TEMPORARY STORAGE OF VEHICLES AND THE PLACEMENT OF A TEMPORARY OFFICE TRAILER FOR USED CAR SALES; AND AUTHORIZING THE INSTALLATION OF A 50 FOOT FLAGPOLE TO DISPLAY A 15 FOOT BY 30 FOOT USA FLAG.

WHEREAS, following the acquisition of the property upon which the Journey's Inn hotel and the El Colonial restaurant, Earl Stewart Toyota (the Applicant) requested permission from the Commission to demolish the buildings on the property and to use it for the temporary storage of vehicles and the placement of a temporary sales trailer; and

WHEREAS, pursuant to Resolution 20-05-10 and 40-11-11, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn hotel and the El Colonial restaurant buildings and granting the Applicant a temporary use of its property for temporary vehicular storage and the placement of an office trailer for used car sales thereon; and

WHEREAS, the Applicant's property which was granted this permit is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 (the subject property); and

WHEREAS, pursuant to Resolution 20-05-10, after demolition, the Applicant was required to fill the subject property with crushed asphalt and to grade it; and

WHEREAS, pursuant to Resolution 20-05-10, the Town Commission authorized the Applicant to use the subject property as a temporary parking and storage lot until the Applicant

begins construction of its new buildings and facilities consistent with a site plan to be approved by the Commission; and

WHEREAS, Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for site plan approval and construction of the expanded dealership if the timeline provided for in the Resolution was not met; and

WHEREAS, pursuant to Resolution 40-11-11, the Commission authorized the Applicant to install a temporary office trailer on the subject property until the Applicant begins construction of its new buildings and facilities so long as construction was initiated in accordance with the timeline approved by the commission pursuant to Resolution 20-05-11; and

WHEREAS, the Applicant is requesting an extension to the previously approved timeline and is requesting that the time to submit a site plan for the expansion of the dealership to December 31st, 2012; and

WHEREAS, the Applicant also requested permission to install a 50 foot flagpole on the southwest corner of the property upon which the Applicant intends to place a 15 foot by 360 foot USA flag.

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

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

Section 2. The Town Commission hereby approves the extension of the timeline for the Applicant to submit a development plan for the expansion of the dealership. Additionally, the

Commission authorizes the continued use of the subject property for the temporary storage of vehicles and for the placement of a temporary office trailer.

Section 3. The Town Commission hereby approves the installation of a 50 foot flagpole on the southwest corner of the property for the placement of a 15 foot by 30 foot USA flag.

Section 4. The approval of this extension and the installation of a flag pole is subject to the conditions listed below:

A. **Permit Duration.** A site plan for the subject property which illustrates the expansion of the dealership shall be submitted, together with the appropriate application fee on or before December 31st, 2012. The temporary office trailer shall be removed two months following the Commission's issuance of its development order approving a site plan for the subject property, or by October 1, 2013, whichever comes first. No further extensions will be permitted.

B. **Flagpole.** The Applicant shall be permitted to install a flagpole not to exceed 50 feet. The flagpole shall be located on the southwest corner of the subject property. The flag shall be a USA flag, the dimensions of which shall not exceed 15 feet by 30 feet. The flagpole shall be maintained in accordance with the standards of the Town Code. A structural permit for the pole, with signed and sealed engineering plans, will be required prior to placement. A minimum setback of 54 feet (103% of pole height) shall be secured from all property lines.

D. **Landscaping and Irrigation.** The Applicant shall landscape and irrigate the site pursuant to plans VLP-1, VLP-2 and IR-1 submitted May 16, 2012 by Gentile Holloway O'Mahoney and signed and sealed May 16, 2012. The request must be made via a permit filed with the Town of Lake Park Community Development Department within 14 days following the approval of this Resolution. Development plans for the Property are

required to include full landscaping pursuant to the Town of Lake Park Code requirements.

- D. Signage. Following the expiration of the temporary office trailer for used car sales and vehicular storage lot, the only permitted freestanding sign is a monument sign. The monument sign shall be in accordance with the standards for such signs established in the Town's Code of Ordinances.

Section 3. This Resolution shall take effect upon adoption.

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	—
VICE-MAYOR KENDALL RUMSEY	<u>/</u>	—
COMMISSIONER STEVEN HOCKMAN	—	<u>✓</u>
COMMISSIONER JEANINE LONGTIN	<u>/</u>	—
COMMISSIONER TIM STEVENS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 09-06-12 duly passed and adopted this 6 day of June, 2012.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
JAMES DUBOIS
MAYOR

ATTEST:

[Signature]
VIVIAN LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY