



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 18, 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. Regular Commission Meeting Minutes of December 4, 2013

Tab 1

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

2. Ordinance No. 16-2013 Staff Initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code

Tab 2

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e) OF CHAPTER 70, ARTICLE IV, AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS FOR COMMERCIAL SPECIAL EVENTS; PROVIDING FOR THE NUMBER OF TEMPORARY SIGNS AND THE DURATION OF THEIR PLACEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Ordinance No. 17-2013 Staff Initiated Request to Update the Capital Improvement Schedule in the Town’s Comprehensive Plan Capital Improvement Element. Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARING/QUASI-JUDICIAL HEARING:

4. Resolution No. 48-12-13 An Application by H&L Planning & Development Services as agent for Waterfront Services Inc. to Amend Resolution 13-06-13, to Revise the Previously Approved Site Plan To Reconfigure the Onsite Parking and to Eliminate the Condition Requiring a Cross Access Easement

Tab 4

I. NEW BUSINESS:

5. Approval of the Rental of a Residential Sanitation Vehicle

Tab 5

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

6. Confirmation of Approval of Purchase Order Extension

Tab 6

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, January 15, 2014

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. *Tab 1*

Agenda Title: Regular Commission Meeting Minutes of December 4, 2013

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

Approved by Town Manager *[Signature]* **Date:** *12/11/13*

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E"
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 December 4, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 4, 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
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Dale S. Sugerman, Ph.D.	—	Town Manager
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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. Regular Commission Meeting Minutes of November 20, 2013 Tab 1
2. Resolution No. 45-12-13 Approving the Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the Mayoral Election Scheduled for March 11, 2014 Tab 2

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

3. Ordinance No. 16-2013 Staff Initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code Tab 3
4. Ordinance No. 17-2013 Staff Initiated Request to Update the Capital Improvement Schedule in the Town's Comprehensive Plan Capital Improvement Element. Tab 4

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:

5. Resolution No. 46-12-13 Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina Tab 5
6. Resolution No. 47-12-13 Authorizing the Mayor to Execute an Agreement with BJSF, Inc. (dba Tommy Hutton Baseball Academy) for the use of the 7th Street Baseball Fields. Tab 6

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, December 18, 2013



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 4, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 4, 2013 at 6:30 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, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

None

CONSENT AGENDA:

1. **Regular Commission Meeting Minutes of November 20, 2013**
2. **Resolution No. 45-12-13 Approving the Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the Mayoral Election Scheduled for March 11, 2014**

Motion: A motion was made by Commissioner Flaherty to approve all items on the Consent Agenda; 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.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

3. **Ordinance No. 16-2013 Staff initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code**

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

Commissioner Rapoza asked if these changes would also apply to campaign signage.

Town Manager Sugerman stated that this is for special event signage.

Motion: A motion was made by Commissioner Flaherty to approve Ordinance 16-2013 on First Reading; Commissioner Rapoza made the second.

Mayor DuBois stated that increasing the opportunity for having and advertising special events has been discussed for several years and that he is glad to see this item coming forward. He thinks that this item is a good step in the direction of having more special events in the Town.

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.

4. Ordinance No. 17-2013 Staff initiated Request to Update the Capital Improvement Schedule in the Town's Comprehensive Plan Capital Improvement Element.

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

Commissioner Flaherty asked if items can be added and removed from the Capital Improvement Schedule.

Town Manager Sugerman stated "yes" and explained that this is done at least on an annual basis and could be done more often if necessary.

Mayor DuBois stated that the schedule does not mean that the items are funded. This is the Town's plan for Capital Improvements.

Town Manager Sugerman stated "yes" and explained that under the Florida Growth Management Act it was determined that it is important for the local legislative body to advise the public what "large ticket items" the governing body was planning on carrying out. He stated that this Ordinance accomplishes this notification.

Vice-Mayor Glas-Castro explained that at one time the items in this schedule had to be financially feasible and firm funding sources had to be in place and as noted on the

schedule grants is a possible funding source. She further explained that grants often required that the project be on the Capital Improvement Schedule.

Motion: A motion was made by Commissioner O'Rourke to approve Ordinance 17-2013 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 – ORDINANCES ON SECOND READING:

None

NEW BUSINESS:

5. Resolution No. 46-12-13 Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached Exhibit "C"). He provided Exhibit "A" to the agreement, a depiction of the Marina and parking lot, to the Commission (see attached Exhibit "D"). He stated that since Freedom Boat Club will not be utilizing all ten (10) slips right away the bank, that is underwriting this venture, has requested that the agreement be modified to six (6) slips immediately with two (2) more slips being leased ninety (90) days hereafter and then two (2) more slips ninety (90) days after that making all the slips leased within 180 days of the agreement unless they are needed earlier. He explained that Freedom Boat Club will be providing a deposit on all ten (10) slips. He stated that if the Commission accepts the modification in the amount of slips leased then the "Rent" section of the agreement will need to be modified accordingly. He read the following from the proposed agreement: "Parking is restricted for customer use only and under no circumstances may employees or guests of Freedom Boat Club use such parking designated for its customers or any additional parking that may be available in the parking lot that is also utilized by marina tenants." He explained that the sentence is unclear and that the intent was to have the Freedom Boat Club pay for parking passes for the nineteen (19) dedicated parking spaces and not to allow their customers to take up any spaces in the balance of the parking lot.

Dan Lund and Dave Gammon, owners Freedom Boat Club, stated they are excited for opportunity and thinks it is a plus for them and the Town. He explained that this a

membership based boat rental and members would have exclusive use of the boat per their membership.

Commissioner Flaherty asked if the members are required to go through any boating courses and if there is insurance that covers any damage when the member(s) are aboard the boat.

Mr. Lund explained that the boats have insurance and that Freedom Boat Club is a national franchise. He explained all new members no matter their boating experience are required to attend a boating course that includes classroom and actual boat operation instruction before they are authorized to operate a boat.

Commissioner Flaherty asked if there will be a boat captain or employee onsite managing the boats.

Mr. Lund stated "yes" and explained how the boats times are reserved and that there will be dock masters on site at least during the hours of operations.

Commissioner Rapoza asked if they will be purchasing the fuel for the boats from the Lake Park Marina.

Mr. Lund stated "yes" and explained that the boats will be topped off every time it comes into the Marina.

Vice-Mayor Glas-Castro asked if the \$17 per foot is a discount for multiple slips.

Town Manager Sugerman explained that commercial vessels pay \$20 per foot and recreation vessels pay \$17 per foot. The Freedom Boat Club is clearly a commercial operation but they will be renting ten (10) slips. Staff felt comfortable offering a bulk rate given they will be renting ten (10) slips at a rate that is not less than the recreational boaters are paying. He explained that if the Commission approves the agreement the Commission would be creating a bulk commercial rate of \$17 per foot.

Vice-Mayor Glas-Castro asked which slip the office/houseboat will be located.

Mr. Lund stated that the office/houseboat will be located next to the bulkhead on the north side.

Vice-Mayor Glas-Castro stated that the agreement addresses signage for the parking spaces and asked about signage and advertising for the boat club.

Town Manager Sugerman stated that there will not be any advertising signage on the grounds of the Marina. He stated that there will be a banner sign on the office/houseboat.

Mr. Lund stated that he would like to discuss signage and advertising further. He stated that he would like to have signage along US1 and one or two in the Marina for directional purposes.

Town Manager Sugerman asked Mr. Lund why they chose Lake Park Marina.

Mr. Lund explained that one of the key reasons was Marina Director James Hart. He explained that his interaction with Marina Director Hart has been exemplary. He stated that another reason is the level of service and facilities provided at the Marina would be positive experience for the members of the club. He stated that the location is great within ten (10) minutes of the inlet.

Mayor DuBois stated that on the weekends the boat ramp usage is high and asked how the members and Freedom Boat Club employees would navigate through this peak usage.

Mr. Lund stated that is the exact reason that a Freedom Boat Club employee will be piloting the boats back from the fueling area to the slip and that he will work with the Marina staff.

Town Manager Sugerman asked Mr. Lund if the modification to the agreement are acceptable

Mr. Lund stated "yes".

Commissioner O'Rourke stated that the issue of advertising is not addressed in the agreement.

Town Manager Sugerman stated that the issue of signage and advertising will be driven by the Town Code and will get with Community Development regarding what they are and are not allowed to do.

Commissioner O'Rourke thinks that signage along US1 is a great idea. He thinks of this venture as a partnership and is a good idea that would work for both the Town and Freedom Boat Club. He thinks that the Town would be accommodating and it will have to be worked out with staff.

Mayor DuBois thinks that directional signage within the Marina would be consistent with the recommendations from the Marina Task Force regarding way finding signage.

Motion: A motion was made by Commissioner O'Rourke to authorize the Mayor to sign the dockage agreement pursuant to Resolution 46-12-13 in substantially the form that was presented; Commissioner Rapoza made the second.

Mayor DuBois stated that in his package he does not have any credit or financial material to back-up the plan and that he sees this venture as a partnership between the Town and Freedom Boat Club as opposed to an individual dive boat. This is a business on a grander scale than a dive or fishing boat operation and to that end there needs to be balance between what the partners bring to the table. He stated that in this case the Town is bringing a substantial entity in the Marina and that is worth something and he does not think that is reflected simply in the collection of the rental deposit. He thinks there is a higher value to this and part of that is that the Town has been through this before with large ventures and rental of multiple slips while there has been some success there has also been some

failures that have lead to hard feelings between the operator, Commission and the public. At times is has been difficult to recoup the lost revenue. He is much more willing to presume a problem and suggested that the motion be modified to add a \$20,000 facility usage fee broken up into multiple payments within the first six (6) months. He suggested that a clause be added that no modifications be done that would cause a capital expenditure by the Town to return the facility to its preexisting condition. He stated that he does not know if the floating dock is intended to change the existing infrastructure in any way but if they do change the infrastructure then the facility is left in its original condition at the cost of Freedom Boat Club. He stated that marking the parking spaces is contrary to the cross parking access concept that has been established in other parts of Town. He explained that the concept is to make parking available throughout an entire parking lot without dedicating certain spaces to one user. He requested that the agreement be modified to rescind the designated parking spaces.

Vice-Mayor Glas-Castro asked for clarification regarding the facility usage charge.

Mayor DuBois stated that facility usage charge is because the facility is being used beyond its essentially residential function. He stated that it is a large amount of boats and involves managers, employees, turning the boats over twice a day and great deal more wear and tear and physical management from the Town to make sure that Freedom Boat Club's operation are working well and overseeing this operation in relation to all of the other tenants. He thinks that this will use more of the Town's resources. He appreciates that it is a nice amount of rentals all at one time but at the same time it consumes more of the Marina's resources and he thinks that the Town is bring something more in terms of the facility then the Town is getting.

Vice-Mayor Glas-Castro thinks that Mayor DuBois' explanation more justifies a \$20 per foot fee then a bulk discount to \$17 per foot then a facility use fee.

Mayor DuBois stated that he would say that except in a sense it is a large deposit because it is a large risk at the table to cover any contingencies down the road.

Vice-Mayor Glas-Castro asked if the facility use fee would be a security deposit.

Mayor DuBois stated "no" it would be a onetime partnering fee over and above the deposit.

Vice-Mayor Glas Castro asked if the dive boats are allowed to have designated parking spaces.

Town Manager Sugerman stated "no" they typically pay the parking pass fee and give them to their customers.

Commissioner O'Rourke disagreed with the Mayor. He believes that a business has come to the Town and is willing to turn the Marina into an asset it should be and is not right now. This is an opportunity to grow the Marina, to give it exposure. He does not believe that the Town should be placing on them things that he sees as burdensome to a business that will bring customers to Town and in turn customers to the Marina. He stated that this

is a fraternal partnership between the Freedom Boat Club and the Town through the Marina. He does not think it is good policy to invite a business to the Town and then tell them the Town wants more out of you. He thinks that they are bringing a very good business to Town and he welcomes them here under the substantially stated agreement and does not think adding to their expenses at this point and does not think it is an appropriate suggestion at this time.

Mayor DuBois asked about his suggested changes regarding the marking of the parking spaces and the addition of language requiring that the facility be returned to its original condition by Freedom Boat Club upon termination of the agreement.

Commissioner O'Rourke agreed with adding the language regarding returning the facility to its original condition. He thinks that the Commission has not established a policy regarding parking access.

Town Manager Sugerman stated that the Commission adopted an Ordinance of intent dealing with cross access parking. However, the Commission can always contract additional provisions on a case by case basis and that is what the Commission will be doing with this agreement if it stands as proposed.

Commissioner O'Rourke suggested a priority parking model.

Mayor DuBois stated that every business is required to have a certain number of parking spaces based on a certain criteria. If the Marina has the parking available in the parking lot, then why complicate the parking by having those spaces designated for Freedom Boat Club use. There will be flow of traffic coming and going and people needing spaces. The experience of pulling into a parking lot and working their way through and seeing it is a designated spot and having to find another space would not be a positive experience for the other Marina tenants. He thinks that situation does not bode well and it has caused great contention all over Town and thinks it will cause contention among the Freedom Boat Club customers and the Marina's other tenants.

Mr. Lund stated that the parking is one of the key ingredients to their success and the experience of the client when coming to use the boat. He stated that all of the parking is on the north end of the parking lot and there is already somewhat of a manmade barrier at that end of parking lot by two outcroppings with plantings. He stated that it is a natural place to stop traffic if there are signs stating Freedom Boat Club parking beyond this point and it will make it very clear regarding the parking. He stated that they are taking ultimately ten (10) slips and are doing two parking passes per slip. He stated that from a business stand point the members experience is important. The member being able to park close to where they will be getting on and off the boat is critical part of that experience. He stated that they will be bring in \$80,000 to \$100,000 annually plus the cost of the parking passes and they were hoping that would give them the opportunity to have some parking spaces designated for their use. They are looking to be at the Lake Park Marina for a long time.

Mayor DuBois stated that understands the most valuable real estate is the parking spaces and all the neighbors tied up at the Marina understand the value of the parking spaces. He asked which are the designated spaces.

Town Manager Sugerman stated that the designated parking spaces are the two rows of spaces north of the two (2) green trees on the map.

Mayor DuBois stated that it would be half the parking lot for ten (10) slips.

Town Manager Sugerman stated “yes” half that section of the parking lot.

Mayor DuBois stated that they would get half the parking lot and the slips at a discount rate. He stated that he not saying not to welcome businesses but the Marina is a Town Enterprise Fund and Town Enterprise and not just a rental on US1 or Park Avenue this is a shared enterprise.

Mr. Lund stated that they are paying twice as much for each space at \$200 per space per year to designate those parking spaces for their use.

Mayor DuBois stated that will not cover losing one boat. He stated that it may be fine but he feels obligated to argue the position on behalf of the other boaters that use the Marina. He suggested that staff and Freedom Boat Club work on this and come up with something that does not preoccupy all of the spaces all at once. He stated that he can understand dedicating five (5) or ten (10) parking spaces. However he is not fond of carving out territory that way.

Vice-Mayor Glas-Castro stated that she understands what Mayor DuBois is saying about not designating parking spaces and that during the summer and weekends the parking spaces being discussed are always full.

Mayor DuBois stated that he thinks that the facility is “under parked” for their usage.

Vice-Mayor Glas –Castro thinks that there is plenty of parking for the Marina it is just not convenient to the slips.

Mayor DuBois suggested having a way to valet the parking. He thinks it can be worked out with direction to the Town Administration. He stated that he is happy the Freedom Boat Club is considering coming to the Town at all and he does not like putting up barriers to entry.

Commissioner Rapoza asked about the membership and their length.

Mr. Lund stated that a new member pays a one-time \$5,500 fee and then a year later pay dues of approximately \$250 per month with a sixty (60) day cancellation window at any point. He stated they have a 93% retention rate among members.

Commissioner Rapoza stated that she agrees with Commissioner O’Rourke and does not agree with making their incoming business and success a burden at this time and thinks it can work out. She stated that this is not a once a month boater but a membership and the

members would use the membership at least that level and above. She stated that there is also a three (3) year commitment to increase to twenty (20) to (25) slips. She stated that the parking situation has to be discussed and is sure a compromise regarding the parking can be reached. She is thrilled that they would be coming into this area and does not want to see Lake Park make a burden to them at this time.

Commissioner O'Rourke asked for clarification regarding the parking spaces location.

Town Manager Sugerman clarified it is eight-teen (18) regular parking spaces and one (1) handicap parking space north of the two (2) trees in the north-east parking area near slips F88 through F97 for a total of nineteen (19) spaces. He advised that in the second paragraph under Section 7 Parking states "Should the demand for parking also utilized by marina tenants in the designated parking lot shared by FBC become greater than the number of spaces available, FBC agrees to renegotiate the terms of parking for its customers to the satisfaction of FBC and the Town." He stated that this paragraph was staffs attempt to deal with Mayor DuBois' issue regarding the parking spaces because staff had the same concerns.

Commissioner O'Rourke stated that what Freedom Boat Club is bring will improve the Marina and any advertising would advertise the Lake Park Marina.

Mr. Lund stated that any advertising that they do will include the Lake Park Marina.

Mayor DuBois stated that all he is trying to do is find a way for the Lake Park Marina to monetize that advertising and at this point he does not see any other monetary benefit to the Marina and that is why is was asking for the \$20,000 facility use fee.

Mr. Lund stated that the Marina benefit is a couple of ways: one way is the fuel purchases that they will be making from the Marina.

Mayor DuBois stated that any slip owner would be using and paying for the Marian fuel.

Mr. Lund stated that these boats will be going out multiple times on a Saturday and the boats are out 80 to 85% of the time. He stated he has observed at the Marina that most of the time the boats at the Marina do not move. He stated that they will bring great exposure to the Marina at no cost to the Town.

Commissioner O'Rourke stated that he is satisfied with the clause in the contract regarding the parking and feels that it gives the Town grounds that if there are any issues that the Town can come back and renegotiate.

Mr. Lund stated that they will only make the ones they are going to use and will not take the entire amount on day one if they are not going to use them the number of spaces will be matched to the number of slips.

Mayor DuBois stated that his last request for inclusion in the contract is that the property be returned to the original condition when returned to the Town.

Town Manager Sugerman stated inclusion of that clause was staffs intention and will be included in the final agreement.

Commissioner O'Rourke asked what percentage of the Marina do these slips represent.

Town Manager Sugerman stated it is ten (10) slips of one-hundred and twenty-two (122).

Mayor DuBois stated that it is approximately 10% but stated that the calculate is not that simple because these are forty-five (45) foot slips and the calculation should be weight because not all slips are the same length.

Vice-Mayor Glas-Castro asked how current the map (Exhibit "D") is regarding the number of slips that are rented.

Town Manager Sugerman stated that the map is not current as the boat currently shown in slip F97 left in November. He stated it is a close depiction of the current rentals at the Marina.

Vice-Mayor Glas-Castro stated that if there was more occupancy at the Marina she would be more supportive of Mayor DuBois' suggestion regarding a facility usage charge but being that the Marina is so empty now she would like to encourage the business and that the Town could terminate after a year and renegotiate.

Town Manager Sugerman clarified that it is a three (3) agreement and renewable up to five (5) years and there is a sixty (60) day termination clause if they do not pay their bills. However, if they remain current and do not violate the standard dockage agreement they can stay.

Mr. Lund stated that also long as they are currents on the payments and abide by the dockage agreement they can be there at least five (5) years.

Attorney Baird clarified that the agreements is for one (1) year with two automatically renewing two (2) year terms unless either party provides sixty (60) days advanced notice of its intent not to renew the agreement.

Vice-Mayor Glas-Castro asked if the Town could terminate the contract after one (1) year.

Attorney Baird stated "yes" with sixty (60) days advance notice.

Commissioner O'Rourke stated that what the agreement states and Mr. Lund's understanding are not the same and suggested that Mr. Lund work with Town Manager Sugerman.

Town Manager Sugerman stated that Mr. Lund needs to speak with his bank because that is the way the agreement was written. He stated that staff was trying to give the bank enough comfort that if they behave properly they could stay for five (5) years.

Commissioner O'Rourke stated that the other point is to protect the Town because the Town has had other people in the Marina who have been in violation and the Town cannot get them out and that creates problems for the Marina.

Mr. Lund stated that as long as they are paying and performing in accordance with the agreement they would be permitted to stay.

Town Attorney stated that what Mr. Lund is representing is not the agreement and if the Commission concurs with Mr. Lund this paragraph would have to change.

Vice-Mayor Glas-Castro stated this would be a one (1) year trial period.

Commissioner O'Rourke withdrew the original motion.

Motion: A motion was made by Commissioner O'Rourke to authorize the Mayor to sign the dockage agreement pursuant to Resolution 46-12-13 in substantially the form that was presented with the additional of a clause requiring that the property be returned to the Town in the original condition upon termination of the agreement; 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.

6. Resolution No. 47-12-13 Authorizing the Mayor to Execute an Agreement with BJSF, Inc. (dba Tommy Hutton Baseball Academy) for the use of the 7th Street Baseball Fields

Town Manager Sugerman explained the item (see attached Exhibit "E"). He explained modifications to the agreement. Paragraph 3.3 third line the word "altering" is to be changed to "alerting". Paragraph 3.4 the last sentence regarding profit sharing for sub-lease does not have a percentage because it is unknown how much profit will be made through sub-leasing. Paragraph 3.6 stated that "Tommy Hutton Baseball Academy (THBA) shall attempt to build and operate leagues and instructional clinics for local youth by partnering with non-profit organizations and sponsors such as Reviving Baseball in Inner Cities (RBI), Boys and Girls Club, etc." and noted that conference call with RBI has been scheduled and it is believed that a successful partnership will result. Paragraph 7 stated that "THBA will pay the monthly utility bill for expenses incurred during events. Payment of the utility bill shall be in accordance with the determination of the Town's Finance Director." and explained that staff is still working out the specifics regarding the split in the bill and when, how and who will read the meter(s). These modifications are not of great substance and to that end and to allow THBA to get their operation under way during the month of December staff is recommended that the

Commission authorize the Mayor to sign the Agreement in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until satisfied that the agreement is in its final form.

Brian Justine, Owner of the Tommy Hutton Baseball Academy, stated they started at Roger Dean Stadium thirteen (13) years ago and have served over 13,000 participants during that time. Since they began they have seen a need to reach out to less fortunate athletes. He stated because of the location of the stadium and where these athletes live they have not found much success transporting the athletes. He stated that is why they have been recently working with RBI, a major league baseball funded program, which allows under privileged boys and girls to participate expense free and it provides the resources to improve the facilities, provide equipment and uniforms, and off the field resources such as the dangers of drugs and alcohol. He stated that in their time at Roger Dean Stadium they have served a lot of affluent boys and girls and have not had the opportunity to fully execute their mission and are now looking to switch their focus to under privileged boys and girls.

Commissioner Flaherty asked if there are any plans for what will be done to improve the ball fields.

Mr. Justine explained that the field furthest to the south needs to be re-surfaced because the clay is overgrown with grass. The adjacent field is completely overgrown with grass and the ground crew from Roger Dean will be building a diamond suitable for multiple age groups. These are the first priorities along with assuming the maintenance on the grass, playground, fencing, basketball courts and anything there that needs day to day maintenance.

Commissioner Flaherty asked about where the bleachers would be placed.

Mr. Justine stated that they are working major league baseball and other not-for-profits that are interested in getting involved and that will be on a need basis. He stated that right now they have some programming that they will be bringing to the facility and as of right now the bleachers that are there will suffice but as time goes on and there is more of a need those are the types of improvements that will come out of the budget that will be created.

Commissioner Flaherty asked about parking.

Mr. Justine stated that was a concern of his and stated that they will be working with the Palm Beach County Sheriff's department for big events for temporary signage and parking for that event.

Mayor DuBois stated that the Town has on street parking unless there is a sign for no parking close to a turn or intersection.

Mayor DuBois asked Mr. Justine his background.

Mr. Justine stated that he grew up in Palm Beach County and played baseball, played four (4) years of baseball in college and two (2) years in the minor leagues. He received his bachelor's degree in Sports Management and master's degree in Education Administration. He stated that he has a interest in using sports as a vehicle to educate young people.

Vice-Mayor Glas-Castro stated that it will be nice to see the fields used again. She stated that the field closest to the box office was intentionally removed when soccer was played at the facility. She stated that when the field was used previously everyone just pulled up in the swale up to the perimeter fencing and there was never a problem. She stated that in the agreement it is referred to as the 7th Street fields and park and asked if it should be the Bert Bostrom Park.

Town Manager Sugerman stated that it could be changed.

Vice-Mayor Glas-Castro requested that the reference to 7th Street Ball field and Park be changed to Bert Bostrom Park.

Commissioner O'Rourke stated that he is happy to see Tommy Hutton Baseball Academy come to the Town.

Commissioner Rapoza asked if the website and mailing list developed for the activities at the park will be linked to the Town's website and made available for the Town's use.

Town Manager Sugerman stated "yes".

Mayor DuBois asked if the number of lawn cuts should be specific in the agreement.

Town Manager Sugerman stated that it can be and that typically the number of cuts in South Florida is thirty-six (36) per year. The contract does not ask for thirty-six (36) cuts per year but to maintain the fields. He stated that one of things he does not like to do is tell a contractor or event planner the best way to make their facility shine as best as it can. He explained that during discussion Mr. Justine advised that they think they will mow the grass once a week during the summer but probably not as much in the winter time.

Mayor DuBois asked if there is a place to store the lawn equipment at Public Works or the ball fields.

Mr. Justine stated that they will be building a shed for storage for the everyday maintenance equipment. However, if a space was made available they would take advantage of it.

Town Manager Sugerman stated that providing storage space could be looked into.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution 47-12-13 authorizing the Mayor to sign an Agreement for the use of the Bert Bostrom Park with BJSF, Inc., (dba Tommy Hutton Baseball Academy) in substantially the same form as presented; 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 had no comments.

Town Manager Sugerman stated that he is coming up on eight-teen (18) months as the Town Manager and is hopefully that the Commission is recognizing the successes that staff is bring forward. That the reason that these successes are moving forward is a receptive Commission and a staff that is unbelievable in the efforts that they put together to make these things happen and all he does is sign off on the paperwork for the staff to bring these things to the Commission. He is very proud of the way the staff works in coordination of a supportive Commission. He thanked the Commission and staff.

Commissioner Rapoza thanked everyone for their get well wishes.

Commissioner Flaherty stated that the Library Board meeting will be on Thursday, December 5, 2013 at 6:30 pm. He stated that the Tree Lighting Ceremony will be Friday, December 6, 2013 and that there will be poinsettias at the Community Garden booth and there will be other booths. He stated that the Community Watch meeting is Wednesday, December 11, 2013 at the Fire Station.

Commissioner O'Rourke stated that he is a big fan of the Sunset Celebration and thanked the staff and Janet Perry for all they do during the event. He stated that he attended the Florida League of Cities Economic Development Legislative Policy Committee meeting and asked that the other members of the Commission to get involved. He stated that it is an interesting and educational process and it allows the person to get involved in government in an area that one has special interest in.

Vice-Mayor Glas-Castro stated that there are five (5) or six (6) committees and advised she is on Urban Administration. She stated she attended the legislative priority setting meeting and that the Committees priorities were ratified by the Florida League of Cities Board of Directors and these priorities will be shared with the Legislators during the upcoming session. She stated the priorities for Urban Administration was Sober Homes and short-term vacation rentals. The Florida League of Cities Legislative Priorities have been issued.

Vice-Mayor Glas-Castro stated that the Palm Beach Gardens High School football team continues to win in the playoffs and will be playing the State semi-finals on Friday, December 6, 2013 against South Dade High School for Class 8A.

Mayor DuBois stated that the Friends of the Library Grassroots meeting will be on Thursday, December 5, 2013. He stated that the Tree Lighting Ceremony will be on Friday, December 6, 2013 from 6:00 pm to 8:00 pm. He thanked Vice-Mayor Glas-Castro for being the “MC” for the Tree Lighting Ceremony. He stated that the 18th Annual Boat Parade is on Saturday, December 7, 2013 from 6:00 pm to 8:00 pm., it starts at the North Palm Beach Marina.

Commissioner Rapoza reminded everyone about Toys for Tots and that there are drop off points at Town Hall, Marina, and other locations in Lake Park. She stated that December 14, 2013 is the cut of date.

Mayor DuBois stated that the Boat Parade is also a Toys for Tots drop off location.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 8:33 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Tab 3

Agenda Title: STAFF INITIATED REQUEST TO PROVIDE MORE FLEXIBILITY TO THE SPECIAL EVENT SIGNAGE REGULATIONS IN SECTION 70-103(3)(E) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES.

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

Approved by Town Manager Date: 11/20/13

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct: <input type="checkbox"/> Finance _____	Attachments: → Ordinance __-2013
Advertised: N/A on 1 st reading Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

The Community Development Department is seeing an increase in the number of commercial special events taking place in the Town. These special events range from private property sales to street festivals. In an effort to further promote these events and the positive effect they generally have on the Town as a whole, staff is proposing to modify the special event signage requirements in the Town's Code of Ordinances in an attempt to make these regulations more flexible. Staff is proposing to increase the number of signs allowed around the event site to one (1) sign per two-hundred (200) feet of street frontage **instead** of the existing one (1) sign per five-hundred (500) feet of street frontage. For example, for a property with 500 feet of street frontage, this would allow them to install two (2) special event signs, instead of one (1) as currently regulated. Additionally, staff is

proposing to allow for the special event signage to be installed up to fourteen (14) consecutive days prior to the start of the event, rather than the existing seven (7) days.

Staff is proposing the following modifications, as underlined below:

Section 70-103(3)(e)

(e)

Temporary signs for commercial special events. Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than fourteen seven consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 ~~(2)~~ ~~(9)~~ ~~(13)~~, ~~(15)~~, ~~(16)~~ and ~~(19)~~. Application for temporary event sign ~~must~~ shall be accompanied by a special event application, as applicable.

- (1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.
- (2) Maximum number: One per 200 ~~500~~ feet or fraction thereof of each street frontage.
- (3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the Recreation Director.
- (4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).
- (5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.
- (6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than fourteen seven consecutive days preceding the start of the event with the exception of

grand opening or business change signage as provided for in subsection 70-103.3(e)(10).

- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.
- (9) All temporary signage must be professionally produced.
- (10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 16-2013
on first reading.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No.

Tab 4

Agenda Title: STAFF INITIATED REQUEST TO UPDATE THE CAPITAL IMPROVEMENT SCHEDULE IN THE TOWN'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT.

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

Approved by Town Manager *DSS* Date: 11/20/13

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

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct: <input type="checkbox"/> Finance	Attachments: → Ordinance __-2013
Advertised: <i>N/A on 1st reading</i> Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the "Community Planning Act", adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update the CIS by an Ordinance which is *not* subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). **Such modifications to update the five-year CIS may not be deemed to be amendments to the local Comprehensive Plan.** Due to the fact that such an

update is still accomplished by the adoption of an Ordinance by the Town Commission, a public hearing is required and will be advertised accordingly on second reading.

Staff is proposing the following update to the CIS:

**2013/14 UPDATE TO THE TOWN OF LAKE PARK
COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND
FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE**

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further implementation of this Comprehensive Plan and its goals, objectives and policies.

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE¹
2014~~3~~-2016~~8~~**

Project Category	Project Name	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
4	Shuttering and hardening of all Town buildings	\$225,000	0	0	0 <u>\$125,000</u>	0 <u>\$100,000</u>	0	0	Grant
4	Tennis courts and ballfields resurfacing and lighting	\$100,000	0	0	0 <u>\$50,000</u>	0 <u>\$100,000</u>	0	0	Grant
2, 4	Lake Shore Drive Drainage Improvements	0	\$1,000,000	\$1,000,000	\$1,000,000 <u>\$800,000</u>	\$1,000,000 <u>\$800,000</u>	<u>\$800,000</u>	<u>\$800,000</u>	Stormwater Utility Assessment, Grant
4	Lake Shore Drive Promenade	0	0	\$1,000,000	\$1,000,000 150,000	0			Grant
4	New marina parking lot	\$338,000	0	0	0 <u>\$500,000</u>	0 <u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	Grant
2, 4	10 th Street south of Park Avenue – drainage, lighting, paving, trees	0	\$500,000	\$500,000	\$500,000	\$500,000	<u>\$500,000</u>	<u>\$500,000</u>	Grant, Stormwater Utility Assessment,
2, 4	Ball field Expansion/Renovation	0	\$750,000	\$750,000	\$750,000	\$750,000			Grant
4	Community center/shelter	0	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			Grant

¹ Note: The Town's ability to implement the projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

4	Art in Public Places	\$75,000	\$75,000	\$75,000	\$75,000	0			Grant
4	Artist live/work space	0	\$2,000,000	\$2,000,000	\$2,000,000	0			Grant
4	Marina breakwater, bulkhead, transient slips, move fuel docks, moorings	0	\$400,000	\$400,000 \$480,000	\$200,000 \$500,000	0	0	0	Grant
2,4	Park Avenue Improvements from US-1 to 7 th Street to 10 th Street	0	\$875,000	\$875,000	\$875,000 \$300,000	\$875,000 \$300,000	\$300,000	\$300,000	Grant, CRA Funding
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Replacement Refinishing, Window/Door repairs)	0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	Grant
2	Vehicle Replacement Plan	0	\$144,000	\$252,000	\$753,000 \$144,000	\$93,000 \$252,000	\$753,000	\$93,000	General Fund, Stormwater Utility, Assessment Sanitation Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property				\$300,000	\$300,000	\$300,000	\$300,000	Special Assessment
	Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228 3,444,000	\$4,293 2,927,000	\$3,228,000	\$2,568,000	

Project Category Codes

- 1 – Project necessary to achieve Level of Service
- 2 – Project will enhance ability to continue to meet Level of Service
- 3 – Project will enhance ability to meet Level of Service for Optional Element
- 4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

**TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL
IMPROVEMENTS 2014-2018**

Funding Source	11/12	12/13	13/14	14/15	15/16	16/17	17/18
General Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Stormwater Utility Assessment	\$0	\$405,000	\$441,000	\$608,000 \$373,000	\$388,000 \$409,000	\$576,000	\$356,000
Grants	\$738,000	\$6,318,000	\$7,318,000 \$480,000	\$7,118,000 \$2,600,000	\$3,843,000 \$1,975,000	\$1,775,000	\$1,775,000
Sanitation Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Special Assessment			0	\$300,000	\$300,000	\$300,000	\$300,000
CRA Funding			0	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,2283,444,000	\$4,2932,927,000	\$3,228,000	\$2,568,000

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 17-2013 on first reading.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Tab 5

Agenda Title: Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business/Resolution, Other.

Approved by Town Manager [Signature] Date: 11/8/13

Dale S. Sugerman, Ph.D./Town Manager Name/Title

Table with 3 columns: Originating Department (Town Manager), Costs/Funding Source, Attachments (Dockage Agreement, Enabling Resolution), Advertised (Not Required), and notification status.

Summary Explanation/Background:

Dan Lund and Dave Gammon, both residents of the Village of Tequesta, owners of Freedom Adventures, LLC have become the new, exclusive franchise holders of the Freedom Boat Club (FBC) for Palm Beach County.

three years. By the end of their third year, they will have boats ranging in size from 18' to 26'.

The Marina's standard Dockage Agreement is written to accommodate one vessel per slip, so the standard Dockage Agreement would not work in this case. Therefore, we have written a separate agreement (attached) which incorporates the standard dockage agreement, but also has certain provisions which will help this new business to get started, including the dedication of 19 parking spaces running alongside the slips where they will operate (they will pay for annual parking passes for the use of those spaces and they will pay for signage installation and maintenance). The agreement also gives the FBC approval to modify the 10 slips by adding floating dock systems (at their expense) to accommodate their fleet. They will also be able to place storage lockers at the seawall facing the leased slips and will be responsible for installing and emptying trash cans along the seawall adjacent to their leased slips. All of this will be handled as an expense of the FBC.

It is anticipated that the annual rental payments will approach \$100,000.00 during the first year. This rental income will increase, as the need for additional slips increase, assuming that the operation is successful in future years.

As of the writing of this Agenda Request Form, there are still a few final details to work out between the Town and Freedom Adventures, LLC; however, they are not of great substance. To that end, and in order to allow them to get their operation underway during the month of December, we are recommending that the Commission authorize the Mayor to sign the Dockage Agreement to Lease Slips to Freedom Adventures, LLC in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until we are satisfied that the agreement is in its final form.

Recommended Motion: I move to authorize the Mayor to sign a dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.

Exhibit A

Exhibit "D"



Exhibit "E"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Table

Agenda Title: Authorizing the Mayor to Execute an Agreement with BJSF, Inc., (dba Tommy Hutton Baseball Academy) for the use of the 7th Street Baseball Fields.

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, NEW BUSINESS/RESOLUTION, and OTHER.

Approved by Town Manager [Signature] Date: 11/21/13

Dale S. Sugerman, Ph.D./Town Manager Name/Title

Table with 3 columns: Originating Department (Town Manager), Costs/Funding Source (None/N/A), Attachments (Agreement, Enabling Resolution), Advertised (Not Required), and notification details.

Summary Explanation/Background:

Brian Justine, Owner of the Tommy Hutton Baseball Academy located at Roger Dean Stadium has approached the Town, expressing an interest in partnering with our community for the use of the 7th Street baseball field.

The partnership involves the Town making the assets of the community's fields available to Mr. Justine, and in return, he will make significant capital improvements at the outset of the partnership, will assume all maintenance responsibility for the fields, will be responsible for all advertising and promotional materials, and will also profit-share with the Town when he sub-leases the fields to groups and individuals who want to run specific programs such as instructional leagues and training camps.

Attached is an Agreement that will allow this partnership to run for three years, with two one year renewals. The Agreement can be terminated by either party with 60 days notice, however, Mr. Justine has asked for a way to recoup his initial capital investment if the Town terminates the Agreement within the first year.

As of the writing of this Agenda Request Form, there are still a few final details to work out between the Town and Tommy Hutton Baseball; however, they are not of great substance. To that end, and in order to allow them to get their operation underway during the month of December, we are recommending that the Commission authorize the Mayor to sign the Agreement in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until we are satisfied that the agreement is in its final form.

Recommended Motion: I move to authorize the Mayor to sign an Agreement for the use of the 7th Street Baseball Fields with BJSF, Inc., (dba Tommy Hutton Baseball Academy).

Ordinance
on
Second
Reading

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. *Tab 2*

Agenda Title: STAFF INITIATED REQUEST TO PROVIDE MORE FLEXIBILITY TO THE SPECIAL EVENT SIGNAGE REGULATIONS IN SECTION 70-103(3)(E) 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 *DSS* Date: *12/5/13*

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

Originating Department: Community Development	Costs: \$ Legal Ad Funding Source: Town Clerk Acct: #106-48100 <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u><i>16</i></u> 2013
Advertised: Date: <u><i>12-8</i></u> -2013 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 <u><i>ND</i></u> or Not applicable in this case ___ Please initial one.

Summary Explanation/Background:

The Community Development Department is seeing an increase in the number of commercial special events taking place in the Town. These special events range from private property sales to street festivals. In an effort to further promote these events and the positive effect they generally have on the Town as a whole, staff is proposing to modify the special event signage requirements in the Town's Code of Ordinances in an attempt to make these regulations more flexible. Staff is proposing to increase the number of signs allowed around the event site to one (1) sign per two-hundred (200) feet of street frontage **instead** of the existing one (1) sign per five-hundred (500) feet of street frontage. For example, for a property with 500 feet of street frontage, this would allow them to install two (2) special event signs, instead of one (1) as currently regulated. Additionally, staff is

proposing to allow for the special event signage to be installed up to fourteen (14) consecutive days prior to the start of the event, rather than the existing seven (7) days.

Staff is proposing the following modifications, as underlined below:

Section 70-103(3)(e)

(e)

Temporary signs for commercial special events. Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than fourteen ~~seven~~ consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2) (9) (13), (15), (16) and (19). Application for temporary event sign must shall be accompanied by a special event application, as applicable.

- (1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.
- (2) Maximum number: One per 200 ~~500~~ feet or fraction thereof of each street frontage.
- (3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the Recreation Director.
- (4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).
- (5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.
- (6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than fourteen ~~seven~~ consecutive days preceding the start of the event with the exception of

grand opening or business change signage as provided for in subsection 70-103.3(e)(10).

- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.
- (9) All temporary signage must be professionally produced.
- (10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 16-2013 on second reading.

ORDINANCE 16-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e) OF CHAPTER 70, ARTICLE IV, AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS FOR COMMERCIAL SPECIAL EVENTS; PROVIDING FOR THE NUMBER OF TEMPORARY SIGNS AND THE DURATION OF THEIR PLACEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Community Development staff has recommended that the Town Commission amend Town Code, Chapter 70, Article IV, Section 70-103(3)(e), to allow for flexibility in the number and duration of signs for commercial special events approved by the Town; and

WHEREAS, the Town Commission has determined that increasing the number of temporary special event signs and increasing the duration that these signs are permitted to advertise commercial special events would benefit the businesses in the Town and the Town.

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

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

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

(e)

Temporary signs for commercial special events. Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than fourteen seven consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2) (9) (13), (15), (16) and (19). Application for temporary event sign ~~must~~ shall be accompanied by a special event application, as applicable.

- (1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.
- (2) Maximum number: One per 200 500 feet or fraction thereof of each street frontage.
- (3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the Recreation Director.

- (4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).
- (5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.
- (6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than fourteen ~~seven~~ consecutive days preceding the start of the event with the exception of grand opening or business change signage as provided for in subsection 70-103.3(e)(10).
- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.
- (9) All temporary signage must be professionally produced.

- (10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

Section 3. Severability.

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

Section 4. Codification.

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

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

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

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Palm Beach Post, The

12/08/2013

Miscellaneous Notices

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, December 18, 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. 16-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e) OF CHAPTER 70, ARTICLE IV, AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS FOR COMMERCIAL SPECIAL EVENTS; PROVIDING FOR THE NUMBER OF TEMPORARY SIGNS AND THE DURATION OF THEIR PLACEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; 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

12-8/ 2013 #166294

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. *Tab 3*

Agenda Title: STAFF INITIATED REQUEST TO UPDATE THE CAPITAL IMPROVEMENT SCHEDULE IN THE TOWN'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT.

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

Approved by Town Manager *DSR* Date: *12/5/13*

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: → Ordinance <i>12</i> -2013
Advertised: Date: <i>12-8-2013</i> 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:

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the "Community Planning Act", adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update the CIS by an Ordinance which is *not* subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). **Such modifications to update the five-year CIS may not be deemed to be amendments to the local Comprehensive Plan.** Due to the fact that such an

update is still accomplished by the adoption of an Ordinance by the Town Commission, a public hearing is required and will be advertised accordingly on second reading.

Staff is proposing the following update to the CIS:

**2013/14 UPDATE TO THE TOWN OF LAKE PARK
COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND
FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE**

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further implementation of this Comprehensive Plan and its goals, objectives and policies.

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE 1:
2014-2018**

Project Category	Project Name	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
4	Shuttering and hardening of all Town buildings	\$225,000	0	0	0 \$125,000	0 \$100,000	0	0	Grant
4	Tennis courts and ballfields resurfacing and lighting	\$100,000	0	0	0 \$50,000	0 \$100,000	0	0	Grant
2, 4	Lake Shore Drive Drainage Improvements	0	\$1,000,000	\$1,000,000	\$1,000,000 \$800,000	\$1,000,000 \$800,000	\$800,000	\$800,000	Stormwater Utility Assessment, Grant
4	Lake Shore Drive Promenade	0	0	\$1,000,000	\$1,000,000 150,000	0			Grant
4	New marina parking lot	\$338,000	0	0	0 \$500,000	0 \$500,000	\$500,000	\$500,000	Grant
2, 4	10 th Street south of Park Avenue – drainage, lighting, paving, trees	0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	Grant, Stormwater Utility Assessment,
2, 4	Ball field Expansion/Renovation	0	\$750,000	\$750,000	\$750,000	\$750,000			Grant
4	Community center/shelter	0	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			Grant

1 Note: The Town's ability to implement the projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

4	Art in Public Places	\$75,000	\$75,000	\$75,000	\$75,000	0			Grant
4	Artist live/work space	0	\$2,000,000	\$2,000,000	\$2,000,000	0			Grant
4	Marina breakwater, bulkhead, transient slips, move fuel docks, moorings	0	\$400,000	\$400,000 \$480,000	\$200,000 \$500,000	0	0	0	Grant
2,4	Park Avenue Improvements from US-1 to 7 th Street to 10 th Street	0	\$875,000	\$875,000	\$875,000 \$300,000	\$875,000 \$300,000	\$300,000	\$300,000	Grant, CRA Funding
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Replacement Refinishing, Window/Door repairs)	0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	Grant
2	Vehicle Replacement Plan	0	\$144,000	\$252,000	\$753,000 \$144,000	\$93,000 \$252,000	\$753,000	\$93,000	General Fund, Stormwater Utility Assessment, Sanitation Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property				\$300,000	\$300,000	\$300,000	\$300,000	Special Assessment
	Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228 3,444,000	\$4,293 2,927,000	\$3,228,000	\$2,568,000	

Project Category Codes

- 1 – Project necessary to achieve Level of Service
- 2 – Project will enhance ability to continue to meet Level of Service
- 3 – Project will enhance ability to meet Level of Service for Optional Element
- 4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

**TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL
IMPROVEMENTS 2014-2018**

Funding Source	11/12	12/13	13/14	14/15	15/16	16/17	17/18
General Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Stormwater Utility Assessment	\$0	\$405,000	\$441,000	\$608,000 \$373,000	\$388,000 \$409,000	\$576,000	\$356,000
Grants	\$738,000	\$6,318,000	\$7,318,000 \$480,000	\$7,118,000 \$2,600,000	\$3,843,000 \$1,975,000	\$1,775,000	\$1,775,000
Sanitation Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Special Assessment			0	\$300,000	\$300,000	\$300,000	\$300,000
CRA Funding			0	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,2283,444,000	\$4,2932,927,000	\$3,228,000	\$2,568,000

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 17-2013 on second reading.

ORDINANCE NO. 17-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature originally of the State of Florida has previously mandated that all required local governments must annually amend their comprehensive plans to update the Capital Improvements Element, including the Five Year Schedule of Capital Improvements contained therein; and

WHEREAS, pursuant to House Bill 7207 the Florida Legislature has repealed the requirement that local governments annually amend their comprehensive plans thereby removing the obligation of the state land planning agency's review of the plan amendments of local governments such that a local government is no longer required to annually adopt an amendment to the local government's comprehensive plan; and

WHEREAS, the new legislation requires only that local governments are now only required to review their Capital Improvements Element and adopt any update thereto pursuant to an Ordinance which is not subject to review by the State land planning agency; and

WHEREAS, the Town staff has prepared an Ordinance which amends the Schedule in the Capital Improvements Element of its comprehensive plan, and;

WHEREAS, the Town Commission of the Town of Lake Park has held the duly required public hearings to adopt this update to its Comprehensive Plan in accordance with the adoption of its Ordinance.

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

Section 1: The whereas clauses are incorporated herein as the Commission's legislative findings, foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Exhibit "A" which is attached hereto and incorporated herein contains the text of the 2013 Update to the Town of Lake Park Comprehensive Plan Capital Improvements Element's Five Year Capital Improvements Schedule. is attached hereto as Exhibit "A" and incorporated herein. The text adopted in Exhibit "A" shall become a part of and amend the previously adopted text of the Capital Improvements Element

Section 3: A copy of the current Comprehensive Plan, as amended from time to time, shall be kept on file in the Office of the Town Clerk, Town of Lake Park, Florida.

Section 4: A The Community Development Director shall also maintain a copy of the current Comprehensive Plan, as amended from time to time shall also be maintained in the Department of the Town of Lake Park in the office of Community Development.

Section 5: All Ordinances or parts of Ordinances in conflict are hereby repealed.

Section 6: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7: The Ordinance shall become effective upon adoption.

EXHIBIT "A"
2013/14 UPDATE TO THE TOWN OF LAKE PARK
COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND
FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further implementation of this Comprehensive Plan and its goals, objectives and policies.

TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE¹
20143- 20168

Project category	Project Name	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
4	Shuttering and hardening of all Town buildings	\$225,000	0	0	0 \$125,000	0 \$100,000	0	0	Grant
4	Tennis courts and ballfields resurfacing and lighting	\$100,000	0	0	0 \$50,000	0 \$100,000	0	0	Grant
2, 4	Lake Shore Drive Drainage Improvements	0	\$1,000,000 0	\$1,000,000	\$1,000,000 0 \$800,000	\$1,000,000 \$800,000	\$800,000	\$800,000	Stormwater Utility Assessment, Grant
4	Lake Shore Drive Promenade	0	0	\$1,000,000	\$1,000,000 0 150,000	0			Grant
4	New marina parking lot	\$338,000	0	0	0 \$500,000	0 \$500,000	\$500,000	\$500,000	Grant
2, 4	10 th Street south of Park Avenue – drainage, lighting, paving, trees	0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	Grant, Stormwater Utility Assessment,
2, 4	Ball field Expansion/Renovation	0	\$750,000	\$750,000	\$750,000	\$750,000			Grant
4	Community center/shelter	0	\$1,000,000 0	\$1,000,000	\$1,000,000 0	\$1,000,000			Grant
4	Art in Public Places	\$75,000	\$75,000	\$75,000	\$75,000	0			Grant
4	Artist live/work space	0	\$2,000,000 0	\$2,000,000	\$2,000,000 0	0			Grant

¹ Note: The Town's ability to implement the projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

4	Marina breakwater, bulkhead, transient-slips, move fuel docks, moorings	0	\$400,000	\$400,000 \$480,000	\$200,000 \$500,000	0	0	0	Grant
2,4	Park Avenue Improvements from US-1 to 7 th Street to 10 th Street	0	\$875,000	\$875,000	\$875,000 \$300,000	\$875,000 \$300,000	\$300,000	\$300,000	Grant, CRA Funding
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Replacement Refinishing, Window/Door repairs)	0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	Grant
2	Vehicle Replacement Plan	0	\$144,000	\$252,000	\$753,000 \$144,000	\$93,000 \$252,000	\$753,000	\$93,000	General Fund, Stormwater Utility Assessment, Sanitation Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property				\$300,000	\$300,000	\$300,000	\$300,000	Special Assessment
	Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228,344,000	\$4,293,292,000	\$3,228,000	\$2,568,000	

Project Category Codes

- 1 – Project necessary to achieve Level of Service
- 2 – Project will enhance ability to continue to meet Level of Service
- 3 – Project will enhance ability to meet Level of Service for Optional Element
- 4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS 2014-2018

Funding Source	11/12	12/13	13/14	14/15	15/16	16/17	17/18
General Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
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Grants	\$738,000	\$6,318,000	\$7,318,000 \$480,000	\$7,118,000 \$2,600,000	\$3,843,000 \$1,975,000	\$1,775,000	\$1,775,000
Sanitation Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Special Assessment			0	\$300,000	\$300,000	\$300,000	\$300,000
CRA Funding			0	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228,444,000	\$4,293,927,000	\$3,228,000	\$2,568,000

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Palm Beach Post, The

12/08/2013

Miscellaneous Notices

LEGAL NOTICE OF PROPOSED ORDINANCE

TOWN OF LAKE PARK

Please take notice that on Wednesday, December 18, 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. 16-2013

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AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

12-8/ 2013 #166294

**Public
Hearing/
Quasi-Judicial
Hearing**

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. *Tab 4*

Agenda Title: AN APPLICATION BY H&L PLANNING AND DEVELOPMENT SERVICES AS AGENT FOR WATERFRONT SERVICES INC. TO AMEND RESOLUTION 13-06-13, TO REVISE THE PREVIOUSLY APPROVED SITE PLAN TO RECONFIGURE THE ONSITE PARKING AND TO ELIMINATE THE CONDITION REQUIRING A CROSS ACCESS EASEMENT.

- 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 *DSS* Date: *12/9/13*

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

<p>Originating Department: Community Development</p>	<p>Costs: \$ 750 plus required advertisement(s) and certified mail Funding Source: Applicant ("H&L") Acct. # 4647 <input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Staff Report → Resolution ___-12-13 → Copy of Legal Ad and Certified Letter → Copy of Application which includes the original Resolution 13-06-13 approving the Special Exception Use → Site Plan (site details and landscaping) – <i>available as a separate file in the drop box and will also be available at the TC meeting.</i>
<p>Advertised: Date: 11-21-2013 Paper: Palm Beach Post <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone ___ <i>ND</i> – see <i>notation in costs field</i> OR Not applicable in this case _____ Please initial one.</p>

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

Recommended Motion: I MOVE TO APPROVE RESOLUTION ___ 12-13 WITH THE CONDITIONS OF APPROVAL PROPOSED BY STAFF.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: December 18, 2013**

**AN APPLICATION BY H&L PLANNING AND DEVELOPMENT SERVICES AS
AGENT FOR WATERFRONT SERVICES INC. TO AMEND RESOLUTION
13-06-13, TO REVISE THE PREVIOUSLY APPROVED SITE PLAN TO
RECONFIGURE THE ONSITE PARKING AND TO ELIMINATE THE
CONDITION REQUIRING A CROSS ACCESS EASEMENT**

BACKGROUND:

Applicant(s): H&L Planning and Development Consultants
Owner(s): PO LLC
Address/Location: 900 10th St.
Net Acreage: 0.70 acres
Legal Description: CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT &
SLY 102.86 FT OF NLY 231.86 FT OF WLY 81.20 FT
Existing Zoning: C-2
Future Land Use: COMMERCIAL

Adjacent Zoning District

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

Adjacent Existing Land Use Designation

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

Background

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

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

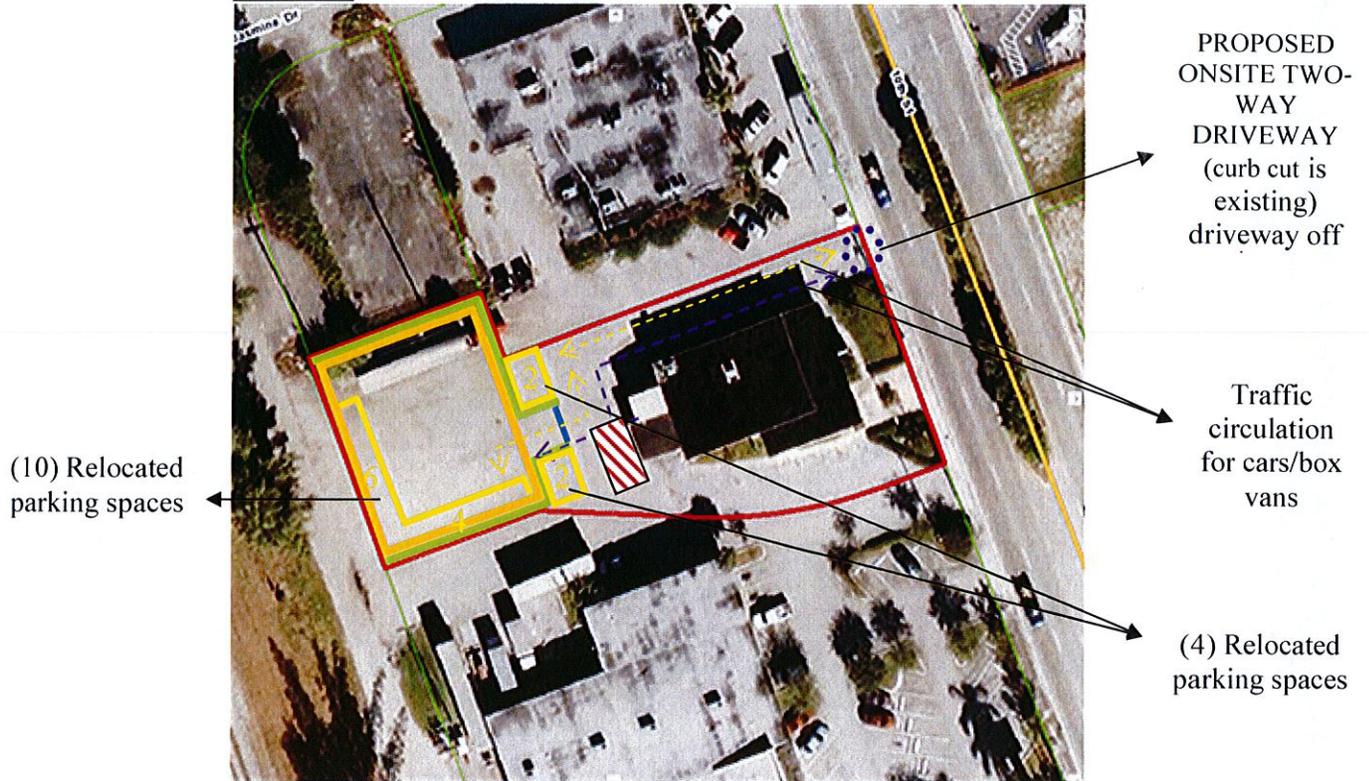
FIGURE 1: EXISTING CONDITIONS PER ORIGINAL SPECIAL EXCEPTION APPROVAL (REQUIRING CROSS ACCESS EASEMENTS TO THE NORTH AND SOUTH)



The Application

The Applicant proposes to amend the Development Order to revise the Site Plan and provide parking in the back of the Property as shown on Sheet SP-1, instead of along the north and south sides of the building. The revised Site Plan eliminates the need for the cross access easements with the neighboring property owners. The Site Plan as revised shows a 25 foot, two way drive aisle (accessed by a driveway) on the north side of the Property. Figure 2 illustrates the new access to the Property and the relocated parking spaces at the back of the building where the storage area was to have been located pursuant to the Development Order.

FIGURE 2: PROPOSED MODIFICATIONS



Staff Analysis of the Application

Based upon the proposed uses, Section 78-142 of the Town's Code of Ordinances requires fourteen (14) parking spaces. The Applicant proposes to distribute these spaces as follows: four (4) customer parking spaces (office), one of which is handicapped accessible; two (2) spaces for the warehouse use; and eight (8) spaces for employees. The revised Site Plan meets this requirement and allocates the parking spaces as follows: six (6) along the Property's rear property line; four (4) along the side property line; and, four (4) in front of the outdoor storage area for customers. The Applicant's revised Site Plan still meets the number of parking spaces required by Section 78-142 of the Code.

Staff finds that the Application meets the special exception criteria set forth in the Code and also finds that as revised, access to the Property will now be provided without having to depend on the neighboring properties. Additionally, staff finds that the revised Site Plan improves traffic circulation on the Property and also improves the traffic circulation to the neighboring properties.

This being said, the Code still allows for cross access and shared parking as a preferred alternative method to adjacent property owners who are otherwise not able to meet their own parking and access requirements onsite. While the subject Property is currently able to meet the parking and access requirements pursuant to its revised plan, the cross access and shared parking preferred alternative in the Code can always be applied in the future if the property is no longer able to meet their own parking and access. Again, this is a preferred alternative IF a property is not able to meet their own parking and access.

PLANNING & ZONING BOARD RECOMMENDATION

December 3, 2013 Meeting – Received a unanimous 5-0 recommendation of approval with an additional condition to add additional paved pedestrian markings from the handicapped accessible space to the concrete ramp on the south side of the building. This detail was added to the Site Plan being presented to the Town Commission.

P&Z MEMBER DISCUSSION SUMMARY: *There was discussion on possibly cross hatching the outdoor storage area in the rear to indicate the exact location of the storage vehicles, however, the representative for Waterfront Properties indicated that the parking spaces within the storage area would primarily be used for employees and that the equipment stored within this area consists mostly of box vans with equipment that will depart the site early in the morning and only return in the evening by the same employees who will have their cars parked within this same area, therefore they do not foresee a traffic conflict. A condition to this matter was not included as part of the Planning & Zoning Board's motion. Additional discussion ensued regarding the Property Owner's intention to install a perimeter fence which is allowed by Code. A response was provided in that the Property Owner does not intend to be a bad neighbor and will not install a perimeter fence along the entire north and south side. Furthermore, the Town's permitting procedure for fences would evaluate the consequences should a fence ever be proposed in the future. The Applicant indicated that the curb cut on the north side is existing and the proposed reconfiguration of the parking spaces would allow the site to utilize the entire 25-foot width for two-way traffic. There was also some discussion regarding traffic entering the property from the south side and the need to possibly place a "do not enter" sign there. It was explained that this was discussed with staff as well however, in order to visually and operationally allow for an open flow, the Applicant indicated that its employees will be aware of the ingress and egress points on the north side and that even though the business does not anticipate having customers all but every so often, they too will know to enter and exit from the north side. Placing a physical barrier would be inconsistent with the unique layout of the Property and its adjacent properties.*

STAFF RECOMMENDATION

Staff recommends that the Town Commission make a motion to **APPROVE** the Application, and the amendments proposed to the Development Order (Resolution 13-06-13), subject to two conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plan referenced as Sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Department of Community Development on 12-05-2013.
- (2) The Owner shall incorporate Identification signs reading "Customer Parking" in the customer parking spaces.

RESOLUTION NO. ■-12-13

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

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

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

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

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

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

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

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

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

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

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

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

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

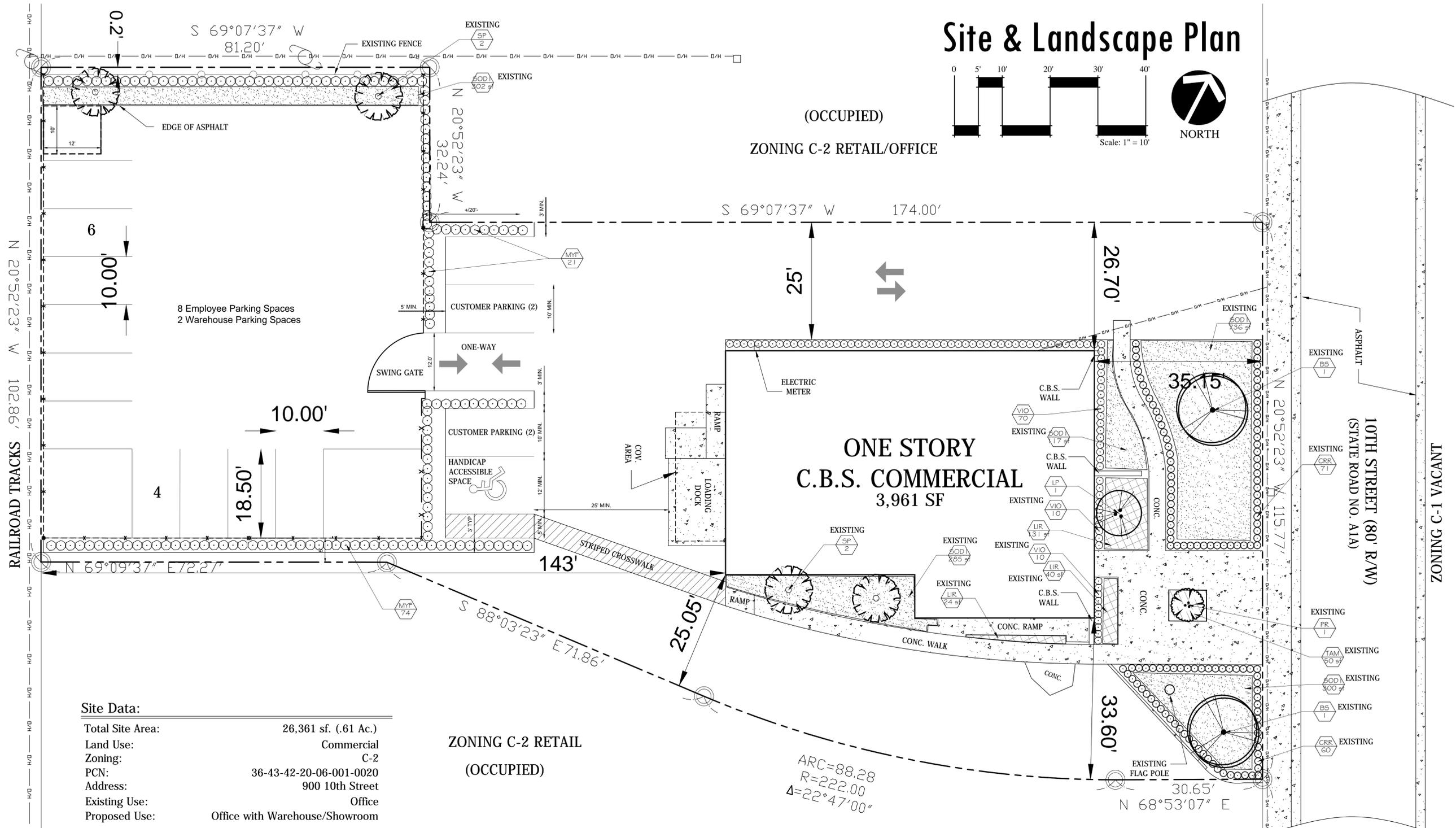
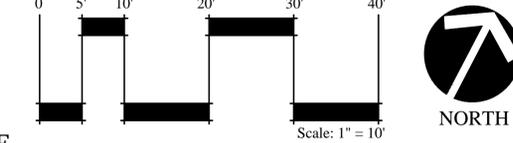
Section 2. The Town Commission hereby approves the Application amending Resolution 13-06-13 and authorizes the development of the Site subject to the following conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plan referenced as Sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Department of Community Development on 12-05-2013.
- (2) The Owner shall provide signs on the Site to indicate the spaces reserved for "Customer Parking."

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

The foregoing RESOLUTION was offered by Commissioner _____, who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to roll call vote, the vote was as follows:

Site & Landscape Plan



Site Data:

Total Site Area:	26,361 sf. (.61 Ac.)
Land Use:	Commercial
Zoning:	C-2
PCN:	36-43-42-20-06-001-0020
Address:	900 10th Street
Existing Use:	Office
Proposed Use:	Office with Warehouse/Showroom
Impervious Area:	23,126 sf. (.53 Ac.)
Building coverage:	3,961 sf.
Vehicular Use Area:	17,955 sf.
Sidewalk:	1,247 sf.
Pervious Area:	3,234 sf. (.08 Ac.)
Landscape:	3,234 sf.

Total Building Sq. Ft. = 3,961 SF
 Office = 1,000 SF
 Showroom/Warehouse = 2,961 SF
 Hours of Operation: 7:30AM-4:30PM

Parking Required: 14 spaces
 Office (Customer Parking) - 4 spaces/1,000sf @ 1,000sf=4 spaces
 Warehouse/Storage - 1 space/2,000sf @ 2,961sf= 2 spaces
 Employee - 1 space/Employee=8 spaces(8 Employees at Max Shift)

Parking Provided: 14 Spaces

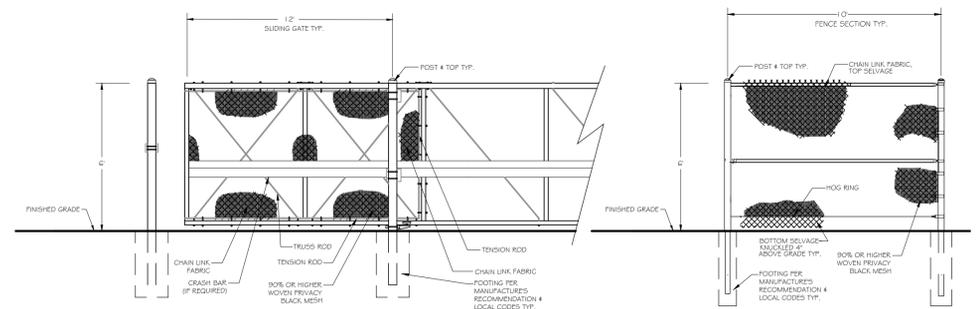
**ZONING C-2 RETAIL
 (OCCUPIED)**

PROPOSED LANDSCAPE PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SPECS
MYF	95	Myrcianthes fragrans	Simpson's Stopper	CG, 36"X24", FTB, 24"OC

EXISTING LANDSCAPE PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SPECS
BS	2	Bursera simaruba	Gumbo Limbo	18" X15", Existing to Remain
LP	1	Ligustrum japonicum	Japanese Privet Multi-Trunk	10' X10", Existing to Remain
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SPECS
FR	1	Phoenix roebelenii	Pygmy Date Palm Multi-Trunk	5" O.A. TRP, Existing to Remain
SP	4	Sabal palmetto	Sabal Palm	10'-14" O.A., Existing to Remain
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SPECS
CRR	131	Chrysobalanus icaco "Red Tip"	Red Tip Cocoplum	24"X18", Existing to Remain
VIO	90	Viburnum odoratissimum	Sweet Viburnum	26"X18", Existing to Remain
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SPECS
LIR	195 sf	Liriodendron tulipifera	Lily Turf	12" O.A., Existing to Remain
TAM	49 sf	Trachelospermum asiaticum "Minima"	Minima Jasmine	6" O.A., Existing to Remain
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	SPECS
SOD1	1,740 sf	Stenotaphrum secundatum "Floritam"	Floritam St. Augustine Sod	Sod



Gate & Fence Detail
 Not to Scale



**Litterick
 Landscape
 Architecture**
 2740 SW Martin Downs Blvd. #199
 Palm City, FL 34990
 561-719-3878
 Jason@LAL77@yahoo.com

Landscape Architect of Record

Jason M. Litterick, RLA
 (LA0001677)

Site & Landscape Plan

900 10TH STREET
 LAKE PARK, FL 33403

Scale: 1" = 10'-0"

Designed: JML
 Drawn: JML
 Approved: JML
 Date: 11/8/13
 Job no. 11/25/13
 Revisions: 12/5/13

Sheet No.
SP-1
 JOB NO.

RECEIPT

Ad Name: 334825A Ad ID: 334825 Original Ad ID:

Start: 11-21-2013
Stop: 11-21-2013
Issues: 1
Words: 336
Dimension: 1 X 73
Color:

Editions:
PB Post Web
PB Post

**LEGAL NOTICE OF PUBLIC HEARING
FOR AN AMENDMENT TO A
SPECIAL EXCEPTION USE -
TOWN OF LAKE PARK**

PLEASE TAKE NOTICE AND BE ADVISED that the Planning and Zoning Board will hold a public hearing on Monday, December 2, 2013, at 7:30 p.m., in the Lake Park Town Commission Chambers, 535 Park Avenue, Lake Park, Florida, for an AMENDMENT to a Special Exception Use application filed by the Planning and Development, acting as agent for Waterfront Services, Inc, to allow for the elimination of the cross access/shared parking requirement and provide for the reconfiguration of the onsite parking. The property is located within the C-2 business district at 900 10th Street, Lake Park, Florida. The item will subsequently be heard by the Town Commission at the Wednesday, December 18, 2013 at 6:30 p.m., or as soon thereafter as can be heard, in the Lake Park Town Commission Chambers, 535 Park Avenue, Lake Park, Florida.

If a person decides to appeal any decision made by the Planning and Zoning Board or 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. Inspection of the records can be made during normal business hours, Monday through Friday 8:30am-5:00pm in the Lake Park Town Hall Community Development Department located at 535 Park Avenue, Lake Park, FL. In accordance with the American disabilities Act and Florida statute 86.25, persons with disabilities needing special accommodations to this process should contact the Office of the Town Clerk no later than 5 days prior to the proceeding by calling (561) 881-3311 for assistance; if hearing impaired, telephone Florida Relay Service Numbers (800) 955-8771 (TDD) OR (800) 955-8700 (voice) for assistance. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.
Town Clerk: Vivian Mendez,
CMC, Town Clerk
PUB: The Palm Beach Post
11-21/2013 #157667

Ad shown is not actual print size.



Town of Lake Park
Community Development Department

Certified Mail – You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.

November 21, 2013

Re: 900 10th Street, Lake Park, FL – AMENDMENT to a Special Exception Use Application which was previously approved to establish a “Building Supplies, Office and Retail Space with a Storage Warehouse”

Dear Property Owner:

Please be advised that H&L Planning and Development Consultants, who is the agent acting on behalf of Waterfront Properties Inc., the prospective buyer of the property located at 900 10th Street, Lake Park, Florida, 33403, has filed an application for an AMENDMENT to a Special Exception Use application, to allow for the elimination of the cross access/shared parking requirement and provide for the reconfiguration of the onsite parking. The property is currently owned by P O LLC.

The **Planning and Zoning Board** will conduct a Public Hearing to consider this application on **Monday, December 2, 2013 at 7:30 p.m.**

The **Town Commission** will subsequently conduct a Public Hearing to consider this application on **Wednesday, December 18, 2013 at 6:30 p.m.**, or as soon thereafter as can be heard.

Both hearings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3319.

Sincerely,

Nadia Di Tommaso, *Community Development Director*



COMMUNITY
NOV - 6 2013
Development

THE TOWN OF LAKE PARK
Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: James G. Hackett, H&L Planning and Development

Address: 612 N. Orange Ave., Suite D12, Jupiter, FL 33458

Telephone: 561.222.9284 Fax: 561.383.3167

E-mail address: james@hlplanning.net

Owner Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): Mary Lafuente - PO, LLC

Address: 509 NW 55th Terrace, Boca Raton, FL 33487

Telephone: Fax:

E-Mail address:

Property Location: 900 10th Street

Legal Description: See attached legal description

Property Control Number: 36-43-42-20-06-001-0020

Future Land Use: Commercial Zoning: C-2

Acreage: 0.70 Acres Square Footage of Use: 3,961 sf.

Proposed Use: Retail, showroom, and accessory warehouse for local pool company

Adjacent Property

Direction	Zoning	Business Name	Use
North	C-2	C-2	Retail
East	C-1	N/A - Vacant	Vacant
South	C-2	Mixed Use Retail Stores	Retail
West	N/A	N/A	Railroad Tracks

APPLICATION REQUIREMENTS:

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

Please see attached statement of use

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

Please see attached statement of use

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

Please see attached statement of use

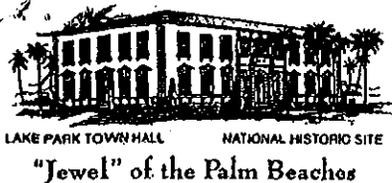
4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the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

Please see attached statement of use

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use. Please see attached statement of use

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Please see attached statement of use



The Town of Lake Park

Community Development Department

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that the Town of Lake Park Code of Ordinances under Section 51-6 provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs can include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional staff time, cost of reports and studies, NPDES stormwater review and inspection costs, all engineering fees and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions please contact the Community Development Department at 561-881-3318.

Community Development Department

I, <u>Orlando J. Sparto</u> , have read and understand the regulations above regarding cost recovery.	
<u>[Signature]</u> Signature of Property Owner	<u>11/6/13</u> Date

LEGAL DESCRIPTION:

A PARCEL OF LAND IN LAKE PARK (FORMERLY KELSEY CITY), PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", PLAT OF CITY SQUARE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 27, PAGES 192 AND 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE ANGLE POINT IN THE EASTERLY LINE OF SAID TRACT "A", RUN NORTHWESTERLY, ALONG SAID EASTERLY LINE (ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF 10TH STREET STATE ROAD NO. A1A), A DISTANCE OF 304.61 FEET TO THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTHWESTERLY, ALONG SAID EASTERLY LINE OF TRACT "A", A DISTANCE OF 115.77 FEET TO A POINT IN A LINE PARALLEL TO AND 161.23 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID TRACT "A"; THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, A DISTANCE OF 174.00 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE PRECEDING COURSE FOR A DISTANCE OF 32.24 FEET TO A POINT; THENCE SOUTHWESTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT "A" AND 129 FEET SOUTHERLY THEREOF, MEASURED AT RIGHT ANGLES TO, FOR A DISTANCE OF 81.20 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT "A"; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY LINE, A DISTANCE OF 102.86 FEET; THENCE NORTHEASTERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE OF 90°02'00", MEASURED FROM NORTHWEST TO NORTHEAST, A DISTANCE OF 72.27 FEET; THENCE EASTERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE OF 157°13'00", MEASURED FROM WEST THROUGH SOUTH TO EAST, A DISTANCE OF 71.86 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 222 FEET AND A CENTRAL ANGLE OF 22°47'00'; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 88.28 FEET TO THE END OF SAID CURVE; THENCE EASTERLY, ALONG THE TANGENT TO SAID CURVE, A DISTANCE OF 30.65 FEET TO THE POINT OF BEGINNING.

NOV - 6 2013

Development

February 25, 2013

Town of Lake Park, Community Development Department
535 Park Avenue
Lake Park, FL 33403

Attention: Nadia DiTommaso

With this letter, I authorize you to recognize James G Hackett with H&L Planning and Development as my Agent, and acting in my behalf may sign for special exception application at 900 10th Street, Lake Park, Florida.

By my signature, I recognize and approve the submittal of a special exception application for this property.

Mary D Lafuente
Signature

Mary D. Lafuente
Name

Managing Member of
Title

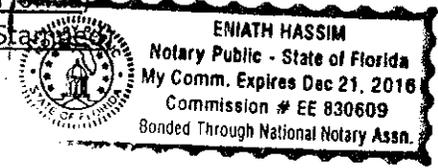
FD, LLC
2/26/2013
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of FEB, 2013, by
(name of person acknowledging).
MARY D LAFUENTE

Eniath Hassim
(Signature of Notary Public-State of Florida)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)



Personally Known _____ OR Produced Identification ✓

Type of Identification Produced
FLORIDA DRIVERS License

NOV - 8 2013
Development

This is

RETURN TO:
Mary Sue Donohue, Attorney
1515 N. Federal Hwy, Suite 418
Boca Raton, FL 33432

MAR-21-1994 10:16am 94-097106
ORB 8174 Pg 580
Con 10.00 Doc .70

DISCLAIMER: This document is prepared without title examination upon the representations of the parties and with no knowledge on the part of the scrivener as to the actual state of the title.

Space above for recording information

WARRANTY DEED

THIS INDENTURE, made this 1st day of March, 1994, BETWEEN MANUEL P. LAFUENTE and MARY D. LAFUENTE, his wife, Grantors, and MARY D. LAFUENTE, Trustee of MARY D. LAFUENTE REVOCABLE LIVING TRUST dated July 31, 1990, (Manuel P. Lafuente, Successor Trustee), Grantee, granting the Trustee with the power and authority to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of real property conveyed, whose address is 509 N.W. 55th Terrace, Boca Raton, Fl 33487.

WITNESSETH, that said grantors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, and described as follows:

See Attached Exhibit "A"
Property Control # 30-43-42-20-06-001-0070

and said Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Subject to restrictions, easements and limitations of record taxes for the year 1994 and all subsequent years and to all valid zoning ordinances, if any.

IN WITNESS WHEREOF, grantors have hereunto set their hand and seal the day and year first above written. Signed sealed and delivered in our presence:

David T. Hewett
WITNESS

David T. Hewett

Mary Sue Donohue
WITNESS
MARY SUE DONOHUE

Manuel P. Lafuente
MANUEL P. LAFUENTE, Grantor
SSN [REDACTED]

Mary D. Lafuente
MARY D. LAFUENTE, Grantor
SSN [REDACTED]

This is a

ORB 8174 Pg 581

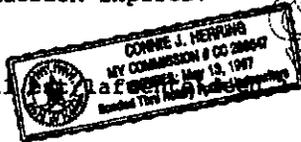
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared: MANUEL P. LAFUENTE and MARY D. LAFUENTE, known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same and produced Personally Produced as a form of identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of March, 1994.

My Commission Expires:

Connie J. Herrung
Notary Public



#7/rea

certified copy

This is not

EXHIBIT "A"

088 8174 Pg. 582
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

A parcel of land in Lake Park (formerly Kelsey City), Palm Beach County, Florida, being a portion of Tract "A", PLAT OF CITY SQUARE, according to the plat thereof, recorded in Plat Book 27, Pages 192 and 193, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

From the angle point in the Easterly Line of said Tract "A", run Northwesterly along said Easterly line (also being the Westerly right-of-way line of 10th Street State Road No. (1A) a distance of 304.61 feet to the Point of Beginning and the Southeast corner of the herein described parcel of land; thence continue Northwesterly, along said Easterly line of Tract "A", a distance of 115.77 feet to a point in a line parallel to and 161.23 feet Southerly from measured at right angles to the North line of said Tract "A"; thence Southwesterly along said parallel line a distance of 174.00 feet to a point; thence Northwesterly at right angles to the preceding course for a distance of 32.24 feet to a point; thence Southwesterly along a line parallel to the North line of said Tract "A" and 129 feet Southerly thereof measured at right angles to, for a distance of 81.20 feet to a point in the Westerly line of said Tract "A"; thence Southeasterly, along said Westerly line, a distance of 102.86 feet; thence Northeasterly, making an angle with the preceding course of $90^{\circ} 02' 00''$ measured from Northwest to Northeast a distance of 72.27 feet; thence Easterly making an angle with the preceding course of $157^{\circ} 11' 00''$ measured from West through South to East, a distance of 71.86 feet to the beginning of a curve concave to the North having a radius of 222 feet and a central angle of $22^{\circ} 47' 00''$; thence Easterly along the arc of said curve a distance of 88.28 feet to the end of said curve; thence Easterly, along the tangent to said curve, a distance of 30.65 feet to the Point of Beginning.

NOV - 8 2013

Development



May 31, 2013

Department of Engineering and Public Works

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



Palm Beach County Board of County Commissioners

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

County Administrator

Robert Weisman

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

**RE: 900 10th Street
Project #: 130512
TRAFFIC PERFORMANCE STANDARDS REVIEW**

Dear Nadia:

The Palm Beach County Traffic Division has received and reviewed the traffic statement for the proposed renovation project entitled; **900 10th Street** pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Land Development Code. The project is summarized as follows:

- Location:** West side of 10th Street, north of Park Avenue, south of Jasmine Drive.
- Municipality:** Lake Park
- PCN #:** 36-43-42-20-06-001-0020.
- Existing Uses:** 3,961 SF General Office – to be Renovated
- Proposed Uses:** 2,777 SF General Office, and 1,184 SF Warehouse.
- New Daily Trips:** Trip Reduction
- New Daily Trips:** Trip reduction AM and PM
- Build-out:** End of Year 2015

Based on our review, the Traffic Division has determined the proposed office/warehouse renovation project constitutes insignificant peak hour traffic impact on the roadway network and therefore meets the TPS requirements of Palm Beach County. No building permits are to be issued by the Town after the extended build-out date listed above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

If you have any questions regarding this determination, please contact me at 684-4030 or e-mail me at matefi@pbcgov.org.

Sincerely,

Masoud Atefi, MSCE
TPS Administrator, Municipalities - Traffic Engineering Division

MA:saf
ec: Adam B. Kerr PE., - Kimley-Horn & Associates, Inc.

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\maAdmin\Approvals\2013\130512.doc

"An Equal Opportunity
Affirmative Action Employer"

NOV - 6 2013

Devel

RESOLUTION NO. 13-06-13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3: This Resolution shall become effective upon adoption.

NEW BUSINESS

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. *Tab 5*

Agenda Title: Approval of the Rental of a Residential Sanitation Vehicle

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

Approved by Town Manager *DSS* Date: *12/19/13*

David Hunt
David Hunt / Public Works Director

Originating Department: Public Works	Costs: \$7,800.00 Funding Source: Sanitation Acct. #404-44100 <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: Written Quotes
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>fdh</i></u> Please initial one.

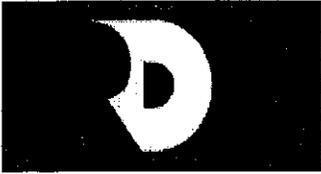
Summary Explanation/Background: The Public Works Residential Sanitation Division operates three, side-load trucks for weekly curbside garbage collection services. Currently, the two, 2006 side-loaders are out of service due to steering mechanism problems. The 2009 side-loader is operational but it is in need of a grabber arm overhaul that will require an extended down time.

In order to maintain twice a week collections, the Sanitation Division is using the side load truck with the weak grabber arm and has pressed into service the 2005 rear load truck which requires three operators. Public Works is supplementing its existing staff with two temporary workers from an employment agency to run this truck.

Public Works sought quotes for a month's rental from the two, Florida based sanitation rental truck companies in order to have two operating vehicles to complete the garbage routes while repairs are performed on all three trucks. Depending upon the availability of the vendors' equipment, a month's rental could cost as much as \$7,800.00.

The need to rent this specialized sanitation equipment will become more frequent as Public Works experiences more break downs of the fleet. Out of the 12 vehicles used by the Town to collect garbage, trash, and recycling, seven are between the ages of seven and nine years old. The Town must be prepared to embark upon an aggressive fleet replacement program or be faced with escalating repair and rental costs. Either way, the existing residential and commercial collection rates are insufficient to cover these expenses and will need to be adjusted in order to maintain the current level of service.

Recommended Motion: I move to approve the one month rental of a side-load garbage collection vehicle in the amount not to exceed \$7,800 from the vendor providing the most prompt delivery.



3214 Adamo Drive
Tampa, FL 33605
(813) 241-0711

To Whom It may Concern,

Good Afternoon Paul,

RDK rents the ASL for \$5900.00 per month. The security deposit of \$500.00 is being waived per Richard Kemner.

Round trip freight from RDK Tampa to you is an estimate of \$1.95 per mile. *~410 MILES*
= 799.50

Please let us know at your earliest convenience what day you will need the truck.

Joanie Beckwith
Rental Coordinator
RDK Truck Sales & Service

1-888-735-8789

TOT: \$6,699.50

RICHARD KEMNER'S TRUCK RENTAL

TERMS AND CONDITIONS

RICHARD KEMNER'S TRUCK RENTAL, a corporation, Lessor, hereby rents to Lessee and Lessee hereby accepts the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which rented on the date specified or sooner if demanded by Lessor.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all rental and other charges set forth herein, including but not limited to time, mileage, service, minimum, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the rental is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the rentals of the Equipment or the use or the operation thereof. Rental payment is due at the beginning of each rental term. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the rental rate and triple-shift use will incur a charge of two (2) times the rental rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Rentals are F.O.B. the location at which made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been

Please Initial _____

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Please Initial _____

mantling, dismantling, servicing, transportation, defect in or failure of Equipment, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission by or on behalf of Lessor, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty and/or negligence. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment, including reasonable attorneys' fees by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws including Lessor's reasonable attorney's fees.

8. VENUE AND CHOICE OF LAW - The validity, construction, interpretation and administration of this Agreement shall be governed by the substantive laws of the State of Florida without regard to principles or conflicts of law. Any actions or proceedings that arise from, relate to, or concern any term condition, covenant or element of this Agreement, the obligations, duties and rights thereunder or related thereto and the Equipment which is the subject thereof, including all actions maintained by or on behalf of Lessee, and any third party, cross-claim or counterclaim asserted against Lessor, shall be brought and maintained exclusively in Tampa, Hillsborough County, Florida.

9. RENTAL - This Agreement is an agreement of rental only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for
Please Initial _____

mantling, dismantling, servicing, transportation, defect in or failure of Equipment, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission by or on behalf of Lessor, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty and/or negligence. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment, including reasonable attorneys' fees by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances.

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10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for
Please Initial _____

failure of Equipment to perform shall not exceed the rental charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of rent shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor may enter premises where Equipment is located and render inoperative or remove Equipment with or without process of law and without notice or liability to Lessee, and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of rent, expense of retaking, court costs and reasonable attorney's fee, and in addition, a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the original or extended term of this Agreement as the case may be as liquidated damages and not as a penalty. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all costs and expenses which may be incurred by Lessor, including a reasonable attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding. **THE LESSEE HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE LESSEE'S RIGHT TO TRIAL BY JURY.**

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. **EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Please Initial _____



Company Address 1039 S. 50th Street
 Tampa, FL 33619
 US
 Prepared By Mark Rentschlar

Created Date 12/2/2013
 E-mail mark@bigtruckrental.com
 Quote Number 00001570

CUSTOMER INFORMATION

Customer Town of Lake Park
 Billing Contact Paul Mathis
 Billing Address Finance Department
 535 Park Ave
 Lake Park FL 33403
 Billing Contact Email garage@lakeparkflorida.gov
 Billing Contact Phone (561) 881-3345

Ship To Name Town of Lake Park
 Shipping Contact Paul Mathis
 Shipping Address 650 Old Dixie Highway
 Lake Park FL 33403
 Shipping Contact Email garage@lakeparkflorida.gov
 Shipping Contact Phone (561) 881-3345

Pricing Details

Chassis VIN	Sales Price	Quantity	Security Deposit	Total Product Price	Rental Start Date	Rental End Date
5VCACR8F4CH214250	\$1,950.00	4.00	\$750.00	\$7,800.00	12/26/2013	1/22/2014

Product Details

Asset Number	Product Family	Year	Chassis Make	Body Make	Transportation Cost	Miles	Hours	License Plate	Truck Location
MIB298	SIDE LOADER	2012	Autocar	Heil	\$0.00	8,407	820	B7450T	Tampa

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal \$7,800.00
 Total Security Deposit \$750.00
 Total Transportation Cost \$0.00
 Total Amount Due \$8,550.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Customer will pick up and return to Pompano Beach FL facility

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is



Rental Requirements

Following are the requirements for truck rental from Big Truck Rental LLC:

- 1.) **Insurance requirements**
 - a. \$1,000,000 liability coverage
 - b. Big Truck Rental LLC listed as the "Additional Name Insured"
 - c. Big Truck Rental LLC listed as the "Loss Payee"
 - d. Physical damage coverage of \$200,000 minimum
 - e. Date of Expiration
 - f. Notification of Cancellation

- 2.) **Signed Rental Contract (fax is acceptable) including:**
 - a. Customer signature
 - b. Mailing Address
 - c. Ship to Address
 - d. E-mail Address
 - e. Business Phone
 - f. Business Fax
 - g. Cell Phone

- 3.) **Payment Method**
 - a. **All rentals must have a valid credit card with pre-authorization for security of rental, equal to one month's rental fee**
 - b. **Payment must be made by cash, cashier's check, or credit card, unless prior approval by management**
 - c. \$1,000 security deposit must be paid in advance it is refundable once truck is returned and inspected with no damages.
 - d. First month rental payment must be paid in advance. All future payments must be paid in advance for longer terms.
 - e. Freight charges must be prepaid or shipped COD.
 - f. Authorization for future charges on credit card to be used for advance payments.
 - g. Credit application must be filled out and on file. (Approved reviewed before truck leaves.)

- 4.) **Customer Responsibility**
 - a. Customer is responsible for any and all damages, as well as required routine maintenance and minor repairs.
 - b. If the rental is to be a covered insurance rental, the following must happen:
 - i. The customer has the choice of paying for the rental and getting reimbursed by the insurance company. The insurance company must pre-pay the entire forecasted rental period. If the forecasted period is to be extended, the payment must be in advance for the extended period.



required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by and operate under DOT numbers assigned to Big Truck Rental. Customer shall not cover or remove any truck identification. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

DRIVER'S LICENCE INFORMATION IS MANDATORY FOR RENTAL.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.

*Security Deposit will be returned within five (5) days of return of the Vehicle, less any rental charges or damage assessments.

CUSTOMER :

CUSTOMER NAME: _____
(Company Name)

DRIVER'S LICENSE #: _____

BY: _____
(Signature)

DATE: _____

PRINT NAME: _____

TAX ID #: _____

TITLE: _____

STATE: _____

SS#: _____

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name: _____ Agent's Name: _____



Driver's License #: _____ Driver's License #: _____

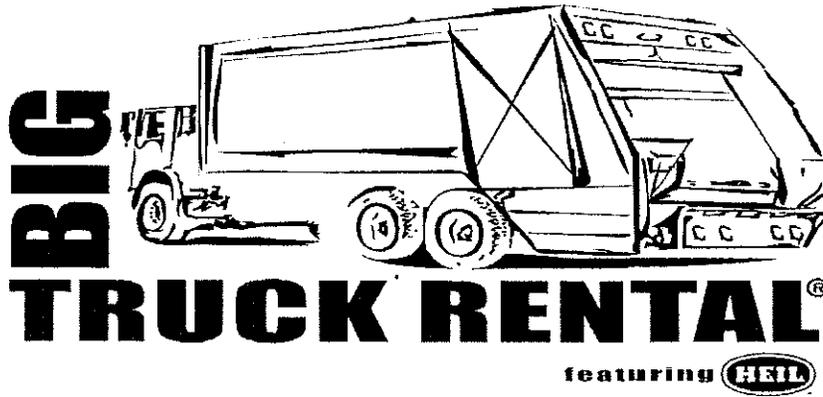
State: _____ State: _____

Agent's Name: _____ Agent's Name: _____

Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.



1039 South 50th Street, Tampa FL 33619
Phone: (813) 261-0820; Fax (813) 261-0821

Request for Certificate of Insurance

Loss Payee Info:

Comerica Bank, and its successors and assigns
Insurance Service Center
P.O. Box 863299
Plano, TX 75086

Additional Insured Info:

Big Truck Rental, LLC
1039 South 50th Street
Tampa, FL 33619

Truck Info:

Year	Chassis Make	Chassis Model	Chassis VIN	Actual Cash Value	Total GVW Weight
2012	Autocar	ACX64	5VCACR8F4CH214250	\$247,416.00	0

Issue One Certificate with the Following:

- \$1,000,000 general & automobile liability coverage
- Big Truck Rental, LLC as certificate holder
- Big Truck Rental, LLC list as "Additionally Insured"
- Comerica Bank, and its successors and assigns "As Loss Payee"
- Physical damage coverage
- Date of Expiration
- Notification of Cancellation



Company Address 1039 S. 50th Street
 Tampa, FL 33619
 US

Created Date 12/2/2013
 Quote Number 00001570

Prepared By Mark Rentschlar

CUSTOMER'S INFORMATION

Customer Town of Lake Park
 Billing Contact Paul Mathis
 Billing Address Finance Department
 535 Park Ave
 Lake Park FL 33403
 Billing Contact (561) 881-3345
 Phone
 Billing Contact Email garage@lakeparkflorida.gov

Ship To Name Town of Lake Park
 Shipping Contact Paul Mathis
 Shipping Address 650 Old Dixie Highway
 Lake Park FL 33403
 Shipping Contact (561) 881-3345
 Phone
 Shipping Contact garage@lakeparkflorida.gov
 Email

TERMS & CONDITIONS

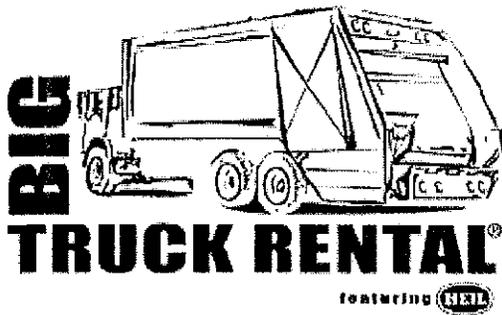
This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Delaware limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contract shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. Vehicles Covered: Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

2. Payment of Rental: Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.

3. Security for Customer's Performance: Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder.

4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY BIG TRUCK RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND BIG TRUCK RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR



DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIG TRUCK RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by and operate under DOT numbers assigned to Big Truck Rental. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/ or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. Risk of Loss; Damage: Customer assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Customer's failure to perform proper repairs and maintenance, as described in Paragraph 6, shall provide an irrefutable presumption that Customer is liable for any mechanical damage to the Vehicle and that any such mechanical damage is the result of the Customer's failure to maintain. Customer will immediately notify Big Truck Rental of any damage to, or loss, destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using only the best parts and materials that are available. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the purchase price of the Vehicle (the "Termination Payment"); and until such time as Customer makes the Termination Payment, Customer shall continue to be obligated to pay the Rental Charges under and in accordance with



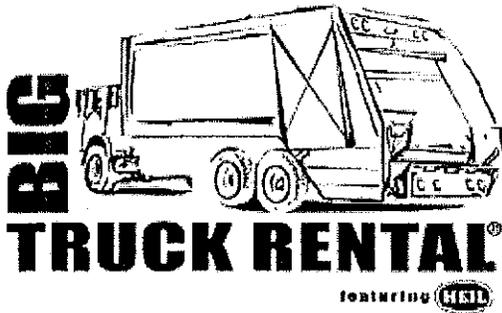
Section 2 hereof. Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. Insurance: Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. Customer's Indemnity: Customer will indemnify and hold Big Truck Rental harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which Big Truck Rental in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation or return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF Big Truck Rental, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which Big Truck Rental incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

10. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs.

11. Tires: It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term. Upon the return of the Vehicle, each tire is inspected by Big Truck Rental and those tires worn substantially more than at the inception of the rental term shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any



casing deemed un-recappable by our tire vendor will be back billed.

12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage. Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a-half percent (1½%) per month or at the highest lawful rate that may be charged on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

14. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

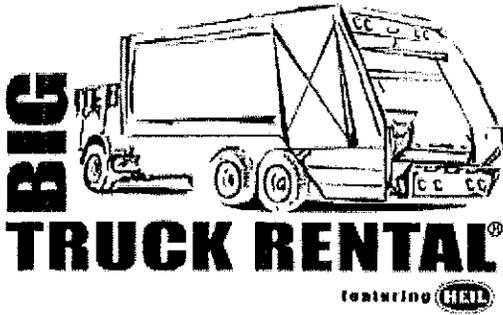
15. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

16. Governing Law; Jurisdiction; Venue: This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

17. Attorneys' Fees: Customer agrees to pay for all of Big Truck Rental's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.

18. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or



oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. No Construction Against Drafting Party: Big Truck Rental and Customer acknowledge that each of them and their counsel have had an opportunity to review the Master Agreement, the Supplemental Agreement(s) and Extension Agreements(s), and that the Master Agreement, the Supplemental Agreement(s) and Extension Agreement(s) will not be construed against Big Truck Rental merely because Big Truck Rental has prepared them.

22. Waiver of Trial by Jury: THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE Customer'S RIGHT TO TRIAL BY JURY.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below. DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

Customer Acknowledgement

CUSTOMER NAME: _____
(Company Name)

DRIVER'S LICENSE #: _____

BY: _____
(Signature)

DATE: _____

TAX ID #: _____

PRINT NAME: _____

STATE: _____

TITLE: _____

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

SS#: _____

Customer's Agents who are Authorized to Effectuate the Rental of a Vehicle under this Master Agreement are:

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____



GUARANTEE

In order to induce Big Truck Rental, LLC, a Florida limited liability company. ("Big Truck Rental") to enter into this Master Rental Agreement, between Big Truck Rental and Customer named above, which shall include any and all amendments hereto and extensions hereof, and in consideration thereof, the undersigned unconditionally and irrevocably guarantees payment and performance by Customer, when due, of all obligations under this Master Agreement. In the event of default under this Master Agreement by Customer, the undersigned promises to pay the full amount of all obligations, damages and other sums which may be due Big Truck Rental, together with all costs of collection, including attorneys fees and court costs, whether for primary appellate or bankruptcy proceedings. The guarantor will be benefitted if Big Truck Rental enters into the Master Agreement with Customer because the undersigned has an interest, directly or indirectly, in the transaction.

GUARANTOR:

I have read this Guarantee and agree to its terms:

(Signature)

(Print Name)

**TOWN
MANAGER
COMMENT**

TAB 6



MEMORANDUM

TO: Honorable Mayor and Members of the Town Commission
FROM: Dale S. Sugerman, Ph.D., Town Manager
DATE: December 11, 2013
SUBJECT: Confirmation of Approval of Purchase Order Extension

During the Town Manager Comments portion of the December 18th Commission meeting, I plan to ask the Commission to vote for a retroactive approval of a decision I had to make on December 9th dealing with the engagement of temporary staffing for the Public Works Department.

As the Commission knows, the town manager's spending authority is limited to \$5,000.00. Anything beyond that amount takes Commission approval. For the most part, although a \$5,000.00 limit is extremely conservative by most standards for Palm Beach County municipalities, I have generally been able to live within that limitation.

We had an unexpected delay in the hiring of the full-time replacement for the vacant position of Administrative Assistant to the Public Works Director. The contractual temporary service provider was working under a purchase order set at \$4,485.60 (an amount within my spending limit). But that purchase order has now run out and we still do not anticipate bringing on the full-time replacement until the end of this month (he has to give two weeks' notice to his current employer).

Therefore, we need to keep the "temp" here to help to keep the administrative functions of the Public Works Department going. To that end, I signed off on adjusting P.O. 55377 by an additional \$2,525.02. Combining that with the \$4,485.60 already encumbered, it means that I would have approved a total of \$7,010.80 for this expense; an amount that exceeds my authority by just over \$2,000.00.

To that end, I will be asking the Town Commission for a retroactive approval of this expense during the Town Manager Comments portion of the December 18th Commission meeting.

Dale S. Sugerman, Ph.D.
Town Manager



RECEIVED

MEMORANDUM

Date: December 5, 2013
To: Dale Sugerman, Town Manager
From: David Hunt, Public Works Director *DH*
Subject: **Purchase Order Adjustment; DPW Temporary Staffing**

DEC 9 2013

*Town Of Lake Park
Office Of Town Manager*

Purchase Order Number 55377 was executed October 10, 2013 in the amount not to exceed \$4,485.60 for Accountemps to provide temporary staffing to Public Works while a replacement was sought for the Assistant to the Public Works Director.

At the end of this pay period, the Town will have used Accountemps services for nine weeks in the amount of \$5,088.22 (see attached spreadsheet) exceeding the purchase order amount by \$602.62.

Due to the lengthy hiring process to fill the vacant position, it is anticipated that Public Works may have to use Accountemps services for 24 hours a week for an additional three weeks.

I am requesting a purchase order adjustment to P.O. No. 55377 in the amount of \$2,525.02 to cover the extended time that the temporary staff person will spend at Public Works before the position is permanently filled.

Funding is available from the unused Regular Salaries line item due to the vacancy. Funds shall be transferred from account number 400-12000 to 400-34000 to cover the additional expense incurred using the temporary staff person.

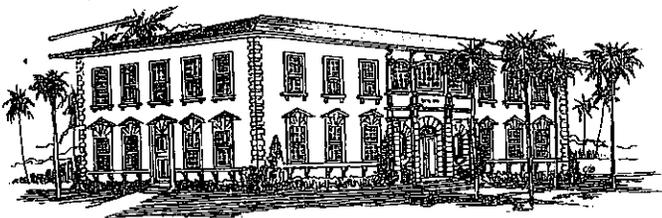
If you are in agreement with this request for a Purchase Order Adjustment, please sign below and forward to the Finance Department for processing.

Dale S. Sugerman
Town Manager Authorization

Dec. 9, 2013
Date

Attachments

cc: B. Rane, Finance Director



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE

LAKE PARK, FLORIDA 33403

(561) 881-3350 FAX (561) 881-3358

TO: 1328
 ACCOUNTEMPS
 12400 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693

PURCHASE ORDER

PURCHASE ORDER NUMBER	55377	PAGE NO.	1
DATE	10/10/13		
DEPT. CODE			
REQUISITION NUMBER			

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	10/10/13
		TERMS NET

SPECIAL INSTRUCTIONS	THIS IS...
TEMPORARY STAFFING AT DEPT OF PUBLIC WORKS	<input type="checkbox"/> AN ORDER <input type="checkbox"/> A CONFIRMATION

UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
TEMP STAFFING: STARTING 10/07 FOR A TERM OF APPROX 7 WKS (FIRST TWO DAYS: NO CHARGE) PER STACEY LYONS \$26.70/PER HR @ 24 HRS/WK	400-34000	1.00	4485.60	4,485.60
			TOTAL	4,485.60

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 60-13-116484-54C	FEDERAL TAX EXEMPTION CERTIFICATE NO. 59-6000355
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[Signature] 10/10/13
 APPROVED DIRECTOR of FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.
 DELIVERIES WILL BE ACCEPTED
 MONDAY THRU FRIDAY 8:30 AM - 4:00 PM