



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 3, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 3, 2014 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.

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

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

Joanne Doll, Lake Shore Drive – expressed concern with the music noise level during the Seafood & Music Festival event that took place in Lake Shore Park on November 21st and 22nd. Mayor DuBois said he would address the topic during his portion of the Commissioner Comments section of the agenda.

CONSENT AGENDA:

- 1. Regular Commission Meeting Minutes of November 19, 2014**
- 2. Legislative Priorities Workshop Minutes of November 19, 2014**
- 3. Resolution No. 43-12-14 Support the Location of Major League Baseball Teams in Central Palm Beach County (John Prince Park)**
- 4. Resolution No. 44-12-14 A Resolution of the Town Commission Strongly Objecting to Recent Actions Taken by the Palm Beach County Board of County Commissioners to Withdraw Palm Beach County from the Treasure Coast Regional Planning Council**

Commissioner O'Rourke pulled the regular commission meeting minutes of November 19, 2014 from the Consent Agenda.

Motion: Commissioner O'Rourke moved to approve items 2, 3, and 4 on the Consent Agenda; Commissioner Flaherty seconded the motion.

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		
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Motion passed 5-0.

Commissioner O'Rourke asked for clarification within the regular commission meeting minutes of November 19, 2014, regarding the discussion of the pre-audit budget adjustment agenda item. He stated that the Town Manager had commented that the new tennis program had generated less revenue than originally anticipated due to less tennis play. He stated that his recollection of that discussion was that less revenue was generated because a new tennis program became effective as of May 1, 2014 with a new director of the tennis program, not that the tennis courts were being resurfaced. Town Manager Sugerman clarified that it was his belief that the tennis program generated less revenue due to the change in tennis professionals, not because the tennis courts were being resurfaced. He stated that the minutes accurately reflect his statement during the November 19th Regular Commission meeting. Commissioner O'Rourke indicated that he better understood the meaning behind the words written in the minutes of the meeting.

Motion: Commissioner O'Rourke moved to approve items 1 on the Consent Agenda; Commissioner Rapoza seconded the motion.

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.

NOMINATION FOR BOARD MEMBERSHIP:

5. Ruth Rodney - Nominated for the Planning and Zoning Board as an Alternate Member

Mayor DuBois explained that the Vice-Mayor had nominated Ruth Rodney to the Planning and Zoning Board as an alternate member. Vice-Mayor Glas-Castro asked that the item be postponed until the January meeting, since she did not have an opportunity to speak with Ms. Rodney regarding her nomination. Mayor DuBois suggested that Ms. Rodney be appointed to the Library Board based upon her qualifications rather than to the Planning & Zoning Board.

Motion: Vice-Mayor Glas-Castro nominated Ruth Rodney to the Library Board as an alternate member; Commissioner Flaherty seconded the nomination.

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 HEARING(S) – QUASI-JUDICIAL:

6. Resolution No. 45-12-14 Approving the Plat of Congress Business Park, P.U.D.

The members of the Commission made the following ex-parte communication disclosures:

Commissioner O'Rourke had no ex-parte communications to disclose.

Vice-Mayor Glas-Castro had no ex-parte communication to disclose.

Commissioner Rapoza had no ex-parte communications to disclose.

Commissioner Flaherty had no ex-parte communications to disclose.

Mayor DuBois had no ex-parte communications to disclose.

Town Attorney Baird swore in all of the witnesses.

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

Dodi Glas, representative for the applicant, recapped staff's presentation and was available to answer questions from the Commission. Vice-Mayor Glas-Castro expressed concern with the "Delineate of Track" and the constraints it poses on developers. Ms. Glas explained that as they have been working on this P.U.D.'s master plan they have kept in mind that they do not know who will be purchasing each parcels of property. Therefore, they will be back before the Commission to re-plat each parcel of development as additional applications for approval come in. She explained that until they record something with Palm Beach County they would not have the ability to sell any of the parcels or move forward, so they had to define something. She explained that the plat site approval does not necessary drive the site plan process; in this instance, it is happening in reverse. Commissioner O'Rourke expressed concern with the Park Avenue extension road that runs through the affected area of the property that would be re-platted. Ms. Glas explained that "yes" the roadway does come through, the alignment of the property is governed by Palm Beach County and Lake Park, and that the plat itself is based upon the parcel boundaries. Mayor DuBois asked if the Park Avenue extension was 95 percent complete. Mr. Mark Smiley, Project Engineer stated that the east end fronting their property is almost complete and then they would be able to close out their portion of the project with Palm Beach County.

Public Comment Open:

None

Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Resolution No. 45-12-14; Commissioner Flaherty seconded the motion.

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:

None

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

**7. Ordinance No. 15-2014 Amending the Town's Library Board Meeting Schedule
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE TOWN CODE ENTITLED "LIBRARY BOARD"; PROVIDING FOR THE AMENDMENT OF SECTION 2-158, PERTAINING TO THE LIBRARY BOARD'S MONTHLY MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Public Comment:

None

Public Comment Closed:

Motion: Commissioner Rapoza moved to approve Ordinance 15-2014 on second reading; Commissioner Flaherty seconded the motion.

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.

NEW BUSINESS:

8. Approving a Revised Dockage Agreement for the Lake Park Harbor Marina

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

Motion: Commissioner O’Rourke moved to approve the revised dockage agreement for the Lake Park Harbor Marina; Commissioner Rapoza seconded the motion.

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.

9. Resolution No. 46-12-14 Authorizing the Participation in the Joint Meetings of the Sister Cities Group of Central Palm Beach County Municipalities

Town Clerk Mendez explained the item (see attached Exhibit “D”).

Commissioner Flaherty asked if this State Statute allows for more than one member of the Commission to attend and participate in a meeting. Town Clerk Mendez explained that the public notice State Statute allows for more than one Commissioner to participate in a public meeting. The referenced statute refers to municipalities with less than 500 residents holding joint meetings with other local government jurisdictions to share information of mutual interest. Vice-Mayor Glas-Castro asked if a separate Resolution would need to be adopted to allow each of the Commissioners to participate in Sister Cities meetings. Town Clerk Mendez explained that the Sister Cities meetings are open to the public and therefore the Commission may attend. Mayor DuBois state that his interpretation of the statute was that a Resolution would need to be adopted for each Sister Cities meeting.

Motion: Commissioner Rapoza moved to approve Resolution 46-12-14; Commissioner Flaherty seconded the motion.

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.

10. Setting Dates for Future Quarterly Visioning Meetings

The Commission scheduled the quarterly visioning meetings immediately following the regular commission meetings in 2015 as follows: January 21, 2015; April 15, 2015; July 15, 2015; October 21, 2015.

Motion: Commissioner O'Rourke moved to schedule the Quarterly Visioning Meeting for January 21, 2015; April 15, 2015; July 15, 2015; October 21, 2015; Commissioner Rapoza seconded the motion.

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:

Town Attorney Baird had no comments.

Town Manager Sugerman announced that the 2014 hurricane season was officially over with no incidents. He distributed a booklet from the Florida Division of Emergency Management entitled "The Role of Elected Officials during Disasters" and a CD from the State Emergency Response Team on "Emergency Management for Elected Officials".

Commissioner Rapoza had no comments.

Commissioner Flaherty had no comments.

Commissioner O'Rourke stated that each year the dentist's office on the corner of US1 and Park Avenue puts up a nice holiday lights display. He suggested that the property be nominated for "Property of the Month". Town Manager Sugerman explained that the type of recognition for the dentist office does not meet the criteria set for the "Property of the Month" program. The "Property of the Month Program" is reserved exclusively for nomination by Code Enforcement officers only. Mayor DuBois suggested that a certificate of appreciation would be appropriate instead. Town Manager Sugerman stated that a certificate of appreciation would be placed on the December 17th agenda. Commissioner O'Rourke announced the "Light up the Holidays" event on Friday, December 5, 2014. Vice-Mayor Glas-Castro asked if a program for the event had been distributed. Town Manager Sugerman stated that the event would take place from 6:00 p.m. until 8:00 p.m. on the Town Green on Park Avenue. Vice-Mayor Glas-Castro stated that she had not received any information regarding the event. Mayor DuBois stated that he was unable to open the file that was sent to him and requested that a PDF version be sent instead. The Commission discussed the event, give-a-ways, and the tentative program.

Vice-Mayor Glas-Castro asked if there was any feedback provided to the Town regarding the Seafood and Music Festival. Town Manager Sugerman stated that he spoke to the event organizers who were very pleased with the event. He stated that there were no traffic incidents, but there was some damage to the Lake Shore Park. He explained that staff has not completed their full assessment of the damage yet. He explained that the Town's phone system (on AT&T's side) was completely down from Saturday through Tuesday with all calls going to voicemail. He stated that approximately 11 voicemail messages were received regarding the noise level during the event. Mayor DuBois stated that he met with two residents regarding the complaints about the event. He suggested that live music be limited to two areas of Lake Shore Park, the Indoor Pavilion patio and column enclosure that backs up to the seawall. He would encourage that live music be held in Kelsey Park. Commissioner O'Rourke stated that the feedback he received was positive and that the folks that he heard from in his condominium wanted to see and hear more events such as the Seafood and Music Festival in the park. The Commission discussed the Mayor's suggestions and the noise level issues during events at Lake Shore Park. Vice-Mayor Glas-Castro announced the Tri-City BBQ taking place on Friday, December 5, 2014 in Belle Glade. She stated that the Palm Beach County Board of County Commissioners unanimously decided to stay in the Treasure Coast Regional Planning Council, but directed their staff to continue to explore other options. She stated that she received positive feedback regarding the new tennis professional that is operating the tennis program.

Mayor DuBois recapped his earlier comments regarding noise levels at Lake Shore Park. He announced the "Light up the Holidays" event taking place on Friday, December 5th at the Town Green from 6:00 p.m. until 8:00 p.m. He congratulated the Town Manager on his retirement notice. He stated that the last time the Town recruited for a Town Manager the Florida City Managers' Association (FCCMA) was used and Mr. Kurt Bressner assisted in the process. He stated that unless a member of staff would be willing to fill in as Interim Town Manager, the Town Manager would need to contact FCCMA for assistance. He stated that it would take about 90 days to hire a new Town Manager. Vice-Mayor Glas-Castro stated that she reached out to Mr. Bressner to get an understanding of the process of using the Senior Advisors. She stated that Mr. Bressner explained that he would need the Commission to make a motion stating they have designated a specific person that would contact him to engage the Senior Advisors' assistance on an interim basis. The Commission discussed the different options for appointment of an Interim Town Manager, including have a staff member step into the role or using the Senior Advisors. Town Manager Sugerman suggested that he would speak with the department heads (on behalf of the Commission) at Friday's staff meeting and find out if a staff member would be willing to step into the role of Interim Town Manager. He stated that he would contact the Commission with a response by Wednesday, December 10th. He explained that he would be willing to work for an additional 30 days, after January 23, 2015 to assist the Commission both with the "interim" period and until a full-time Town Manager were hired, but his preference would be to retire as of January 23, 2015. He stated that he would contact Mr. Bressner to obtain the packet of information the Commission would need to move forward with hiring an Interim Town Manager or Town Manager using the Senior Advisors. Mayor DuBois recapped that the Commission would

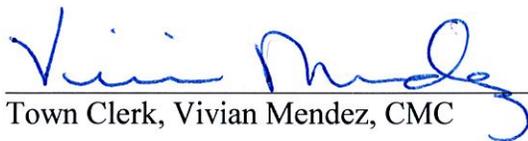
wait to hear feedback regarding a staff member willingness to step in as the Interim Town Manager before contacting the Senior Advisors.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 8:00 p.m.



Mayor James DuBois



Town Clerk, Vivian Mendez, CMC



Approved on this 17 of December, 2014



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "A"

Meeting Date: December 3, 2014

Agenda Item No. 6

Agenda Title: APPROVING THE PLAT OF CONGRESS BUSINESS PARK, a P.U.D.

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

Approved by Town Manager  Date: 11/17/14

Nadia Di Tommaso / Community Development Director
Name/Title

<p>Originating Department: Community Development</p>	<p>Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments: → Surveyor/Mapper Platting Conformance Letter → Resolution <u>45</u>12-14 → Copy of Application which includes the Declaration of Covenants/Conditions/Restrictions and a Cost Estimate for perimeter landscaping → Plat Plans – <i>available in the drop box and in paper format in the Community Development Department.</i></p>
<p>Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u> – see <i>notation in costs field</i> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

Congress Development Company and Gentile Glas Holloway O'Mahoney & Associates submitted an application for plat approval for the Congress Avenue Business Park (a Planned Unit Development – PUD). This proposed plat, which measures 30.133 acres, includes a boundary of the overall subject property which is located on the southeast corner of Congress Avenue and Watertower Road. It also identifies the interior tracts, which includes the Park Avenue extension tract, all of which are currently owned by one owner, Congress Avenue Properties Limited. While staff and the Town Commission are aware that certain tracts are already under development review (with the Aldi grocery store tract already having received site plan approval), this plat approval request includes a Declaration of Covenants, Conditions and Restrictions with provisions for common property; the establishment of a Congress Business Park Association; and the establishment of easements within the PUD.

According to the Declaration of Covenants, the developer will maintain control over the various lots within the PUD and the common properties until the developer no longer owns any portion of the properties. For all intents and purposes, the common properties within the site will include the interior roadway network and the perimeter landscaping buffers. However, because the property is currently under one ownership, the applicant does not have an ability to identify the common properties as separate tracts on the plat, using the valid justification that there aren't any common properties until certain tracts are sold off to others. Rather, as the individual properties get sold by tract (rather than by legal description), these properties, along with the common areas and adjoining interior roadways associated with them, will be replatted through a minor replat process and will identify these areas as being under the control of the Association. All of this will be done prior to the issuance of any building permits. While staff understands this will require several additional steps due to the re-platting requirement once an individual tract is sold, (some of which may occur immediately after the approval of this plat), the option proposed herein does not legally go against any Florida State Statute platting requirements. This application was reviewed by the surveyor/mapper for Statute requirements and a letter of approval has been issued. On the land use approval side, since the entire Congress Avenue Properties site is controlled under a PUD (which requires unity of control for all of the interior parcels), the future re-plats will be required and will be conditioned as part of each individual development application within the PUD.

Common/compatible (not identical) architecture within the PUD was also something to which the developer agreed to have included in a Unity of Control document, which in this case is being submitted as a Declaration of Covenants, Conditions and Restrictions document. This Declaration conditions the properties in the PUD to architectural control. Hence, this aspect of the original condition for the PUD is also satisfied.

Infrastructure permits have already been issued for the Park Avenue extension roadway, which is close to completion and for which the private property owner will then deed to Palm Beach County, which will then deed it to the Town. This transfer of ownership through a Bill of Sale will also require the re-plat of the property.

The PUD also requires perimeter landscaping to be installed within 18 months of the approval of the PUD. The proposed platting submittal includes a cash deposit in the amount of \$143,423.17, which is the equivalent of 110% of the value of the improvements, for which the applicant has submitted an estimated value of \$130,384.70. This cash deposit will serve as surety until the improvements are completed and certified pursuant to Section 4 of the proposed resolution.

The subject plat has been reviewed by Gary A. Rager, P.S.M., Surveyor and Mapper of GeoPoint Surveying, Inc., and has been found to be in compliance with Florida Statute 177, and the Town of Lake Park platting ordinances.

Recommended Motion: I MOVE to APPROVE Resolution 45-12-14.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "B"

Meeting Date: December 3, 2014

Agenda Item No. 7

Agenda Title: Amending the Town's Library Board Meeting Schedule

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

Approved by Town Manager [Signature] Date: 11/20/14

Karen Mahnk, Library Director

Table with 3 columns: Originating Department (Library), Costs (\$161.68), Attachments (Ordinance, Public Notice), Advertised (Date: 11/23/14), and notification details.

Summary Explanation/Background: The schedule for when the Town's Library Board meets is established within Town Code Section 2-158. The Code mandates that the Library Board shall hold at least one regular meeting per month.

The Library Board acts in an advisory capacity to the Town Commission and represent the citizens of the Town. In an effort to accommodate the schedules of Board members, the Board had previously changed meeting frequency from every other month to every month. However, the monthly schedule is no longer practical for current Board members. Staff has reviewed the Code recommended that the Commission modify the requirement for the Library Board to hold one meeting per calendar year as well as on an on-demand basis instead of forcing the Board to meet on a monthly basis.

At the November 19, 2014 Town Commission meeting the Commission amended the presented Ordinance such that the Library Board shall hold at least two meetings per calendar year.

Recommended Motion: I move to adopt Ordinance 15-2014.



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

Exhibit "C"

Meeting Date: December 3, 2014

Agenda Item No. 8

Agenda Title: Approving a Revised Dockage Agreement for the Lake Park Harbor Marina.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* **Date:** *11/12/14*

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

Originating Department: <p align="center">Town Manager</p>	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	Attachments: Revised Agreement
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>DSS</i></u> Please initial one.

Summary Explanation/Background:

We have a few housekeeping modifications that need to be made to the Dockage Agreement for the Lake Park Harbor Marina as well as one substantive modification. The substantive modification deals with insurance requirements for vessels docked at the Marina. We are discovering that the private vessels find the \$1,000,000.00 liability insurance requirement to be rather expensive. In order to attract more tenants, we believe it would be acceptable to lower the liability insurance requirements for private vessels to \$500,000.00 while keeping the \$1,000,000.00 limit for commercial vessels. All of the recommended modifications to the Agreement can be found in red type.

Recommended Motion: I move to authorize the modification to the Lake Park Harbor Marina Dockage Agreement dated December 3, 2014.

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT made by and between the Town of Lake Park, Florida, the owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL 33403 (hereinafter referred to as "Town"), and _____, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant agrees to the terms and conditions contained herein. As follows:

1. TENANT:

Owner Name(s): _____ Home Phone: _____

Billing Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____ Cell Phone: _____

Emergency (Name): _____ Phone: _____ Email: _____

2. TENANT'S VESSEL: (certified copy of title indicating ownership must be submitted)

Vessel Name: _____ Make: _____ Year: _____

Registration/Documentation No. _____ Length: _____ Beam: _____ Draft: _____

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: _____ Policy No: _____ Exp Date _____

Agent Name: _____ Phone No: _____

4. DOCKAGE TERM:

Monthly ___ Annual ___ Lease Commencement Date: _____ Termination Date: _____

Vessel Use: **Personal** ___ **Commercial** ___

5. MARINA CHARGES:

DO NOT WRITE BELOW THIS LINE

Dockage charges: \$ _____ Sales tax: \$ _____

Utility fee: \$ _____ Total: \$ _____

Credit Card #: _____ Exp. Date: _____ Visa MC Amex

Electronic Entry Card No(s): _____ **Deposit: \$25.00 (each)**

Parking Pass No.: _____ **Parking Pass No.:** _____

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH.

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

6) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein. If there is more than one owner, then the obligations and liabilities of the owners shall be joint and several.

7) The subleasing or assignment of the Slip by Tenant without the prior written approval of the Town is strictly prohibited. Any attempted sublease or assignment of the Slip, without the prior written approval of the Town is a violation of the requirements of this Agreement and shall be cause for the Town's immediate termination of this Agreement without further notice. Should the Town exercise its right to immediate termination, the Tenant hereby agrees that it shall be responsible for payment of the entire term and shall immediately vacate the Slip.

8) Utilities shall be charged to the Tenant at such rates as may be approved by the Town Commission from time to time. The established utility rates are subject to change by the Town Commission at any time taking into consideration such factors as the Town Commission, in its sole discretion deems just, fair, and appropriate. The Town shall not be liable for any interruption or stoppage of utilities, including, but not limited to, electrical or water service, or for any damage to persons, the Vessel or personal property resulting from that interruption or stoppage.

9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel as described above.

10) The Tenant shall comply with any and all applicable statutes, codes, laws, rules and regulations of the Town, the State of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.

11) Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, the Tenant shall be subject to such fines, or such other civil and criminal penalties as may be imposed by the Town and/or any other governmental authorities with jurisdiction. The Tenant and/or any other person on the Tenant's Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

12) The Town is authorized to move the Vessel at any time should the Town determine, in its sole judgment that this is necessary in order for the Town to make repairs to or within the Marina, as necessary for any Marina operations, or for any other reason the Town deems necessary to the safe and efficient operation of its Marina. In such event, the Town shall not be deemed or

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Tenant hereby acknowledges and agrees that in such instances the Town's movement of the Vessel is at all times for the convenience of the Tenant, for the safety of the Vessel, or for the safety of other vessels, and that the Town is authorized to do so without any liability on the part of the Town, regardless of the cause, specifically including, but not limited to, the negligence of the Town and/or its agents, servants or employees.

13) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, vessels, personal and other property, piers, docks and Town property caused by the Tenant and/or the Tenant's Vessel. The Town disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Town, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Town's elected and appointed officers, agents, employees and representatives from liability.

14) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Town harmless and to protect, indemnify and defend the Town and its elected and appointed officers, employees, agents from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, animals, and specifically including the negligence of the Town, its elected and appointed officers, agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

15) Regardless of the term as set forth in paragraph 5 above, the dockage rate and any other charges referenced hereinabove shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

16) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.

17) Living aboard the Vessel is strictly prohibited.

18) The Tenant hereby agrees that the Slip shall be used at the Tenant's and the Tenant's guests and invitees sole risk.

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19) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.

20) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of **\$500,000.00 for Personal use vessels and \$1,000,000.00 Commercial use vessels**, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Town has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. PRIOR TO EXECUTION OF THE AGREEMENT, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS COVERAGE IN THE AMOUNTS SPECIFIED AND REQUIRED HEREIN. THE CERTIFICATE SHALL INDICATE THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED. NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE CERTIFICATE, THE TENANT SHALL PROVIDE TO THE MARINA DIRECTOR EVIDENCE OF RENEWAL, OR A NEW CERTIFICATE EVIDENCING COVERAGE AND INCLUDING THE TOWN AS AN ADDITIONAL INSURED. TENANT SHALL PROVIDE THE MARINA DIRECTOR ANY AMENDMENTS TO ANY CERTIFICATE OF INSURANCE OR NOTICE OF CANCELLATION OF COVERAGE.

21) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to the Vessel, as well as other sums owed in connection with use of the Marina and facilities, regardless of who incurred the charges on behalf of the Tenant. A late charge of 5% of the amount then due will be assessed for all balances over 30 days past due. In addition, interest at the rate of 1.5% per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by the Marina. Tenant agrees that the late charge is a reasonable estimate of the extra administrative expenses incurred by Town in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.

22) In the event of Tenant's default for non-payment of any rent or charges due under this Agreement, the Tenant recognizes the Town's authority to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended.

23) The Marina shall have a lien against the above described vessel, her appurtenances and contents, for unpaid sums due under this agreement and for use of dock facilities or services, or damage caused or contributed to or by above vessel or by tenant, or his agents, employees and guests, to any dock and property or person of the marina, its employees and agents. Marina shall have a right to all remedies available to Marina, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against vessel as described under the

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of Marina as substitute custodian in any proceeding commenced by Marina hereunder in the U.S. District Court and agrees to pay Marina for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said vessel will be responsible for all collection fees plus principle balance and taxes. If the vessel is arrested through an "In Rem" proceeding the Tenant will be responsible for all costs, including but not limited to, Marshall fees, Substitute Custodial fees, Reasonable Attorneys fees, Court costs and interest.

Tenant agrees to pay all expenses and costs incurred by the Marina in enforcing any of the terms and conditions of this agreement, including, but not limited to, the cost of removal and storage of the Vessel and any reasonable attorney's fees and costs. The parties hereto expressly agree that all legal expenses incurred by Marina in the enforcement of rights under this agreement, including rights to liens, maritime and otherwise, shall be paid by tenant and may be included, at Marina's option in the amount of any lien, state or federal, which Marina may have against tenant or vessel. Further, in the event that Marina, at the expense or implied request of the Tenant, written or oral, furnished, in addition to the use of space contracted for hereunder any supplies, including fuel, maritime hardware, accessories or other goods or materials, or performs services of any sort whatever, including repairs relating directly or indirectly to said vessel, or for the benefit of the Marina a lien under state and federal law, including, specifically a federal maritime lien in the amount of said charges to the fullest extent permitted by law, and shall also entitle the Marina to all remedies available under state or federal law. All reasonable legal fees incurred by Marina in obtaining payment and said charges, including legal fees incurred by Marina in obtaining payment of said charges, including legal fees incurred in any lien action, shall be paid by Tenant and shall be treated in the same manner as above provided legal expenses incurred by Marina in enforcing rights to recover unpaid rental fees.

24) In the event that the Town retains legal counsel to enforce the terms of this Agreement or to collect any monies owed hereunder, the Tenant shall reimburse the Town for the attorney's fees and costs incurred by the Town in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, including those incurred prior to suit, **and through the appellate levels.**

25) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.

26) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration or other termination of this Agreement or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Town shall have the right to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at

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the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related fees and costs are paid in full to the Marina.

27) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.

28) Tenants must notify the Marina Director's Office by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its vessel by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

29) Noise must be kept to a minimum at all times. TENANT shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.

30) The extent of vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Marina Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

31) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Tenant agrees not to acquire or install a dockbox unless it is approved by the Marina Director.

32) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.

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33) The Tenant shall maintain the Vessel in “ship’s shape” at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

34) Advertising for charter vessels moored at the marina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the marina premises is not permitted.

35) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant’s invitees, guests, agents, contractors or other representatives, is cause for immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

36) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period. In the event of impending severe weather, as described above, or other emergency conditions as determined by the Town’s Marina Director, the Town, in its sole discretion, reserves the right to move or evacuate the Vessel, or take such other actions as the Town or Marina Director deems appropriate at Tenants sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY THE TOWN, OR THE MARINA DIRECTOR, AND THE TOWN SHALL NOT BE DEEMED A BALEE OF THE VESSEL. Tenant agrees to reimburse Town for any and all cost it incurs on Tenant’s behalf in emergency situations.

37) If tenant shall hold over or fail to remove his Vessel after the expiration of the Agreement, the Agreement shall, at Marina’s option, be deemed to be renewed for same period on the same terms and conditions. If marina shall elect not to renew this agreement, Tenant after delivery of notice to the Marina, be liable to the Marina, in addition to any and all other amounts due hereunder, for double the dockage amount due hereunder until the Vessel is removed as well as the cost and expenses incurred by Marina in removing the Vessel, including, but not limited to reasonable attorney’s fees and costs.

38) Notices pursuant to this Agreement shall be served on Tenant at the address listed in this Agreement by hand delivery, email, facsimile, or First Class Mail, or may be posted on Tenant’s Vessel.

39) The Town through the Marina Director may require the Tenant to relocate the Tenant’s vessel(s) to an alternate slip location for special events with thirty (30) days advance notification specifying the approximate dates for relocating the vessels(s).

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

I HAVE READ THE TERMS SET FORTH IN THIS AGREEMENT AND UNDERSTAND ALL RULES AND REGULATIONS. I AM ACTING AS TENANT OR HAVE BEEN AUTHORIZED BY THE TENANT TO ENTER INTO THIS AGREEMENT. I UNDERSTAND THAT THE TOWN OF LAKE PARK HAS A LIEN UNDER BOTH STATE AND FEDERAL LAW, INCLUDING SPECIFICALLY A FEDERAL MARITIME LIEN AGAINST THE VESSEL FOR ALL UNPAID DEBTS AND I HEREBY GIVE PERMISSION FOR THE TOWN OF LAKE PARK TO HOLD THE VESSEL BY ANY MEANS NECESSARY UNTIL SUCH DEBTS ARE PAID.

IN WITNESS THEREOF, the parties hereto have affixed their signatures on the above first written.

TOWN OF LAKE PARK

TENANT

By: _____
Marina Director

By: _____

Date: _____

Date: _____



Town of Lake Park Town Commission

Agenda Request Form Exhibit "D"

Meeting Date: December 3, 2014

Agenda Item No. 9

Agenda Title: Authorizing the Participation in the Joint Meetings of the Sister Cities Group of Central Palm Beach County Municipalities

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

Approved by Town Manager DSS **Date:** 11/6/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Florida State Statue 166.0213
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>UM</u> Please initial one.

Summary Explanation/Background: The Town of Lake Park has been invited to participate in joint meetings with a group of central Palm Beach County municipalities who have identified themselves as the Sister Cities. These joint meetings allow these municipalities to receive, discuss, and act upon matters of mutual interest. The municipalities included in the Sister Cities group are the City of Lake Worth, the Town of Mangonia Park, Town of Palm Beach, Town of Palm Beach Shores, the City of Riviera Beach, and the City of West Palm Beach.

These meetings are public meetings and they fall under certain requirements dealing with the holding of public meetings. Florida State Statute (166.0213) entitled "Governing body meetings" states that

the “governing body of [a] municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution”, which became effective on July 1, 2014.

Staff is recommending approval of this Resolution to comply with F.S. 166.0213 and to participate in the joint meetings of the Sister Cities group.

Recommended Motion: I move to adopt Resolution 46-12-14