AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 1, 2015,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Bambi McKibbon-Turner	—	**Interim Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation in Appreciation for Joan Knapp – Friends of the Lake Park Public Library **Tab 1**

D. PUBLIC COMMENT:

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

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

sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Regular Commission Meeting Minutes of March 18, 2015 **Tab 2**
3. Special Call Town Manager Interviews Meeting Minutes of March 21, 2015 **Tab 3**

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

4. Ordinance No. 02-2015 to Abandon a 0.49-Acre Portion of the East Jasmine Drive Right-of-Way **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING 0.49 ACRE OF THE EAST JASMINE DRIVE RIGHT OF WAY LOCATED BETWEEN FEDERAL HIGHWAY AND LAKESHORE DRIVE, AND WHICH IS SHOWN AS AVENUE "J", ACCORDING TO THE PLAT OF KELSEY CITY RECORDED IN PLAT BOOK 8, PAGES 15 AND 35; PROVIDING FOR THE RECORDING OF THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILTY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Ordinance No. 03-2015 to Rezone 1017 Federal Highway from Commercial-1 (C-1), Respectively, to Planned Unit Development (PUD) **Tab 5**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THE PROPERTY AT 1017 FEDERAL HIGHWAY AND LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" TO THE PLANNED UNIT DEVELOPMENT DISTRICT PROVIDING FOR THE AMENDMENT OF SECTION 78-32 OF THE TOWN CODE TO INCORPORATE THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF A PLANNED UNIT DEVELOPMENT DISTRICT TO THE PROPERTY AT 1017 FEDERAL HIGHWAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

None

H. NEW BUSINESS:

6. Approval of Town Manager Contract and Setting a Start Date **Tab 6**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 15, 2015

Presentation

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.** 1

Agenda Title: A Proclamation in Appreciation For Joan Knapp - Friends of The Lake Park Public Library

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

Approved by Town Manager _____ **Date:** 3/26/2015

Karen Mahnk / Library Director
Name/Title

Originating Department: **Library**	Costs: N/A Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Copy of Proclamation**
Advertised: Date: _____ Paper: _____ **[X] 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 ***KM*** **Please initial one.**

Summary Explanation/Background:
The purpose of this item is to recognize long-time Friends of the Lake Park Library Treasurer and Historical Society member, Joan Knapp for her many years of volunteer service to the Town and Library with a Proclamation of Appreciation presented by the Mayor. Joan recently retired from her volunteer work to move with family.

Recommended Motion:
To present the attached Proclamation of Appreciation to Friends of the Library who will be accepting the Proclamation on Joan's behalf, since she and family are unable to be present.

Proclamation in Appreciation

For

Joan Knapp

WHEREAS; Joan Knapp *had been a long time resident of the Town of Lake Park; and*

WHEREAS; *Joan Knapp has been very involved as Treasurer of the Friends of the Lake Park Public Library as well as the Lake Park Historical Society; and*

WHEREAS*; As Treasurer of the Friends, Joan has provided leadership and oversight to the group and has helped organize and participated in a number of fundraising events benefiting the Library as well as the Historical Society; and*

WHEREAS*; Joan Knapp has led the Friends of the Library as Treasurer, advocating, securing and overseeing the funding for many Library projects and events; and*

WHEREAS; *Joan Knapp has devoted her time and energy to the Lake Park Public Library and Historical Society, setting an example for all as to how volunteerism leads to betterment of our community by her support and advancement of the mission of the Friends of the Lake Park Library and the Library as well as the Historical Society; and*

WHEREAS; *The Town wishes to express its appreciation to Joan Knapp for her many contributions to the Lake Park Public Library and Historical Society by way of her active involvement, leadership and oversight of the accounts of the Friends of the Lake Park Library organization.*

NOW, THEREFORE, *on behalf of the Commission of the Town of Lake Park, I James DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Joan Knapp for her dedication and citizenship and present to her this Proclamation as an expression of our sincere gratitude and appreciation for her many years of service and contributions to this community.*

IN WITNESS THEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 1st day of April, 2015.

BY:

_____

Mayor James DuBois

ATTEST:

_____

Vivian Mendez, Town Clerk

Consent Agenda

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.** 2

Agenda Title: Regular Commission Meeting Minutes of March 18, 2015

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

Approved by Town Manager Date: 3/24/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibit "A"** **Exhibit "B"** **Exhibit "C"** **Exhibit "D"** **Exhibit "E"**
Advertised: Date: _____ Paper: _____ **[X] 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 *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of March 18, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, March 18, 2015, 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**
Bambi McKibbon-Turner	—	**Interim 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 March 4, 2015** **Tab 1**
2. **Resolution No. 09-03-15 to Amend the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Positions of Camp Counselor, Event Assistant and Recreation Bus Driver** **Tab 2**
3. **Acceptance of the Fiscal Year 2014 Annual Report for the Community Redevelopment Agency** **Tab 3**

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

4. **Ordinance No. 01-2015 to Amend Chapter 10, Article IV – Noise Control** **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

None

H. NEW BUSINESS:

5. **Selection of Nominees for the Northern Palm Beach County Chamber of Commerce 2015 Leadership Awards** **Tab 5**
6. **Review of the Town Manager Employment Agreement** **Tab 6**
7. **Update on Town Manager Selection Process** **Tab 7**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 1, 2015

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, March 18, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 18, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Interim Town Manager Bambi Turner, Assistant Town Attorney Matt Ramenda, and Town Clerk Vivian Mendez.

Assistant Town Attorney Matt Ramenda served as Town Attorney for Thomas Baird.

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

SPECIAL PRESENTATIONS/REPORTS
None

PUBLIC COMMENT:
None

CONSENT AGENDA:
1. **Regular Commission meeting minutes of March 4, 2015.**
2. **Resolution No. 09-03-15 to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Positions of Camp Counselor, Event Assistant and Recreation Bus Drive**
3. **Acceptance of the Fiscal Year 2014 Annual Report for the Community Redevelopment Agency**

Commissioner O'Rourke pulled Resolution 09-03-15 from the Consent Agenda. Mayor DuBois pulled the Regular Commission meeting minutes of the March 4, 2015 from the Consent Agenda.

Motion: Commissioner O'Rourke moved to approve item 3 on the consent agenda; Vice-Mayor Glas-Castro 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.

Mayor DuBois clarified that during the RaceTrac discussion during the regular Commission meeting of March 4, 2015, reference was made about a "silk filter", but the correct term is "silt filter". He asked that the correction be made to the March 4, 2015 meeting minutes. He stated that the minutes reflect that he was in favor of the Planning and Zoning Boards condition to the RaceTrac project, but in-fact he was not in favor of the Planning and Zoning Boards conditions. He asked that the minutes be modified to reflect this change.

Motion: Commissioner O'Rourke moved to approve item 1 as amended 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		

Motion passed 5-0.

Commissioner O'Rourke asked for clarification to Resolution 09-03-15. Interim Town Manager Turner explained the item (see Exhibit "A"). Vice-Mayor Glas-Castro stated that the next Town Manager might desire to change the title of the Recreation Manager back to Recreation Director and therefore this item would be back before the Commission to change the job title again in the future.

Motion: Commissioner O'Rourke moved to postpone item 2 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.

PUBLIC HEARINGS – ORDINANCE ON FIRST READING:

4. Ordinance No. 01-2015 to Amend Chapter 10, Article IV – Noise Control

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF

LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice-Mayor Glas-Castro asked if sound level meters were being budgeted. Community Development Director DiTommaso stated that they were not. Vice-Mayor Glas-Castro asked how Code Enforcement would enforce the proposed Ordinance. Community Development Director DiTommaso explained that the plainly audible noise language remains in the proposed noise Ordinance and Code Enforcement staff would continue to enforce the Code using this method. She stated that the noise decibel chart that is currently in the Code has not been used in the past. Vice-Mayor Glas-Castro stated that Palm Beach County Sheriff's Office (PBSO) Lieutenant Vassalotti stated that the current noise Ordinance was unenforceable, so how would PBSO enforce the proposed Ordinance. Community Development Director DiTommaso explained that she worked with Lieutenant Vassalotti to construct the language proposed in this Ordinance and deferred to Sargent Fox to answer questions of how PBSO would enforce the Town Code. Sargent Fox explained that an Ordinance citation would be issued and the person would then be given a follow-up court date. Vice-Mayor Glas-Castro stated that an Ordinance citation would be issued, but there was no way to force the noise to be lowered at that time. Sargent Fox stated that hopefully the result of the citation being issued would be that the noise level were lowered. Vice-Mayor Glas-Castro explained that past complaints have been that PBSO was called to handle a noise complaint; PBSO answers the call and shortly after PBSO left the scene and the noise would resume. Sargent Fox explained that if a fine were issued that it might deter a person from raising the noise level after PBSO has left the scene.

Commissioner O'Rourke explained that he has many concerns with the prohibitions proposed in Section 10-153 General Prohibitions – Maximum permissible sound level by receiving land use. He read the proposed section, "Sound level measurements shall be made with a Type 2 or equivalent sound meter using..." which means the meter must be used. He felt that the meter was not the way to go. He explained that he has read other Ordinances that do not use the meter method and Sargent Fox has pointed out that the proposed Ordinance does not have an enforcement mechanism, so several key point must be addressed. Community Development Director DiTommaso added that the General Prohibition, Section 10-153 was just one method of enforcement in the proposed Ordinance. The second method was in Section 10-154 – Specific prohibitions, and it was recommended that both methods be included in the Ordinance so that either method could be used by enforcement. Assistant Town Attorney Matt Ramenda stated that some language was needed in the General Prohibition section to connect to the Specific Prohibition section. He suggested the following language "in the alternative these specific prohibitions listed in Section 10-154 are prohibited without the use of the sound meter measurement". Commissioner O'Rourke stated that several sections of the Ordinance are good, but there are no consequences should this Ordinance be violated. Community Development Director DiTommaso stated that there is a separate citation fee schedule that has been used for noise type citations.

Commissioner Rapoza asked if there was a fee for repeat offenders. Community Development Director DiTommaso explained that there was no repeat offender fee.

Vice-Mayor Glas-Castro asked if more than one citation could be issued if the violation continue. Community Development Director DiTommaso explained that the citations are issued for a complaint to come into compliance within the one day.

Commissioner Flaherty asked if there were a way to make the second offence in the same evening an arrestable offence. Assistant Attorney Ramenda suggested that the language be changed with a timeframe of maybe one hour versus one day of the citation being issued. Each citation would have a fee that would be charged for the offence.

Commissioner O'Rourke expressed concern with the language regarding ten-minute intervals of violation. Assistant Attorney Ramenda stated that the language needs to be clarified because it is ambiguous to whether or not it is ten percent of any period of observation or if it is ten percent of ten-minutes. Mayor DuBois asked that the language be clarified before the Ordinance comes back for second reading.

Vice-Mayor Glas-Castro stated that the fee schedule might need to be modified. Commissioner O'Rourke stated that the fee schedule does not appear in the Ordinance. Community Development Director DiTommaso explained that the fee schedule was adopted by Resolution so that if changes need to be made to the fees it can be amended without going through the public hearing process. She explained that the Ordinance references the Resolution. She offered to bring the Resolution back at the next Commission meeting. Mayor DuBois suggested that the Resolution be provided to PBSO as reference. Commissioner O'Rourke felt that the fee schedule should be incorporated as part of the Ordinance.

Commissioner O'Rourke asked if there was language included in the Ordinance that refers to a Special Events permit. Community Development Director DiTommaso stated that there is a Special Events Ordinance that has permit fees associated with it. Commissioner O'Rourke suggested that the language be referenced in the proposed Ordinance. Assistant Attorney Ramenda suggested saying "this section shall not apply to Special Events that have been properly permitted by the Town such as parades, festivals, etc."

Mayor DuBois stated that this Ordinance does not define permittable usage at the different Town facilities. Commissioner O'Rourke asked if the concept would be to label certain events to take place at certain facilities. Mayor DuBois stated that each facility that is being rented should have a prescribed explanation of what is being allowed at each facility, cost associated, etc. He gave an example of a staged event that may not be appropriate at Lake Shore Park, but permitted at Kelsey Park. He understood that the appropriate uses regarding facility rentals are not part of this Ordinance. Community Development Director DiTommaso explained that she would speak with the Recreation Manager to make the adjustments suggested by the Commission in the Rental Policy Handbook.

Commissioner O'Rourke suggested removing the decibel meter chart from the proposed Ordinance. Mayor DuBois recapped that the decibel meter chart would be removed; and amend the sound level meters. Assistant Attorney Ramenda suggested that having an objective standard with the decibel level. Commissioner O'Rourke explained what clearly audible across adjacent properties meant. He explained that it is not that the immediate adjacent neighbor to the property that can hear the noise, but that the property next adjacent property can hear the noise. The Commission discussed what clearly audible meant to each of them and what was considered a nuisance.

Mayor DuBois recapped that the decibel table would be removed, reference to citation fees would be included; extent to which a person can be cited, and what is arrestable; define the period of observation; define Special Events and permitted uses; reference to the Resolution for facility rentals and the uses; and share the Ordinance with PBSO to be sure they can enforce the Ordinance effectively.

Public Comment:
None
Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Ordinance 01-2015 as amended; Vice-Mayor Glas-Castro 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.

Assistant Attorney Ramenda read the Ordinance by title.

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None

NEW BUSINESS:
5. Selection of Nominees for the Northern Palm Beach County Chamber of Commerce 2015 Leadership Awards.

Interim Town Manager Turner explained the item (see Exhibit "C").

The Commission discussed each category and came to consensus to nominate the following for the Northern Palm Beach County Chamber of Commerce 2015 Leadership Awards:

Florida Power and Light for the 2015 Business of the Year Award; Harry Dyer from Club 100 Charities for the 2015 Community Leader of the Year Award; Club 100 Charities for

the 2015 Nonprofit of the Year Award; ServPro for the 2015 Small Business of the Year Award; and A.J. Brockman from Brew House Gallery for the 2015 Young Professional of the Year Award.

6. Review of the Town Manager Employment Agreement

Interim Town Manager Turner explained the item (see Exhibit "D"). The Commission discussed the Agreement and made the following modifications to the proposed Town Manager Employment Agreement.

Section 3 – Term. The Commission came to consensus to have the Term read that "This Agreement shall automatically be renewed on its anniversary date for successive one (1) year terms unless either party provides written notice of termination of this Agreement at least 60 days before the expiration date".

Section 8 – Initial Performance Review and Subsequent Annual Reviews. Mayor DuBois expressed concern that not all of the criteria to evaluate the Town Manager's performance was included in the documents they were provided to evaluate the Town Manager. There are undefined aspects of performance that are not listed. He was not sure how the change would be made to the Agreement. He stated that the Town Manager does not need to be compensated with salary each year; instead, a non-monitory bonus can be offered. The Commission did not take action on this section.

Section 9 – Hours Per Week. The Commission came to consensus that "The Town Manager is an exempt employee of the Town as defined in the job description for the position of Town Manager and shall devote whatever time is necessary to properly perform the duties of this position it being generally understood that substantially more time than 40 hours per week may be required."

Section 13 – Life Insurance. The Commission came to consensus that the Life Insurance policy shall provide the Town Manager an amount equivalent to one (1) times the Town Manager's base salary and shall pay the total premiums for this coverage".

Section 18 – Equipment, General Business Expenses and Professional Development. The Commission discussed this section and felt that the type of equipment that would be provided to the Town Manager to performance the duties would not be specified. However, the equipment provided to the Town Manager would remain property of the Town of Lake Park.

Section 19 – Indemnify and hold harmless. Interim Town Manager Turner explained that the Town Manager was covered under the Professional Liability EO coverage, which was part of the Property and Casualty Liability Coverage.

Section 21 – Termination without Clause. The Commission came to consensus to follow the Florida State Statute language for this section. "If the Town Manager is terminated without clause the Town Manager shall be paid a lump sum severance pay consistent with Florida Statute".

Section 22 – Voluntary Resignation. The Commission came to consensus to state "In the event that the Town Manger voluntarily resigns, the Town Manager shall provide to the Commission 60 calendar days advanced written notice, but under no circumstances, less than 30 calendar days advanced written notice".

7. Update on Town Manager Selection Process.

Interim Town Manager Turner explained the item (see Exhibit "E").

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Ramenda had no comments.

Interim Town Manager Turner gave an update on the Seacoast Utilities sewer backup situation that took place several weeks ago. The ten residential properties that were affected have all been repaired and the families have returned to their homes. Florida Power and Light (FPL) would be undertaking a project described as maintenance work replacement of existing transmission lines square concrete poles with self-supporting spun poles located along 3rd Street and Palmetto Drive to Silver Beach Road and along Palmetto Drive and US Highway 1. The start date has changed and staff is awaiting confirmation of the new start date that is scheduled for March 23, 2015. FPL stated that no loss of power is expecting to those areas, and the Town has requested at least three days' notice before the project begins. FPL will send letters to those affected property owners to notify them of the work as well as door hangers would be placed on the homes. Any closures to roads would be announced on the Town's website. FPL will coordinate local traffic. The Marina remediation project should be completed by March 23, 2015; West Construction has been provided the final punch list for completion.

She asked the Commission for direction with moving the following projects through the public hearing process. The first is the Medical Marijuana zoning guidelines and the second is guidelines for art murals in the public places. The Commission discussed these items and directed staff to have the Planning and Zoning Board review the Medical Marijuana zoning provision proposed by staff. The Commission came to consensus to have the art murals in public places topic brought to the Commission for further discussion. She stated that Captain Lindskoog was expected at the April 15, 2015 regular Commission meeting to give a Citizen on Patrol (COP) report. She asked if it was still necessary for him to present the report in person since Lieutenant Vassalotti has been providing the information in his monthly report. The Commission came to consensus to have Lieutenant Vassalotti present the COP report at the April 15th meeting. The April Property of the Month has been awarded to Thi Tiet Webb of 629 Flagler Boulevard. The Sunset Celebration will be conducted on Friday, March 29, 2015 beginning at 6:00 p.m. at Lake Shore Park.

Commissioner Rapoza stated that she has heard from several residents that they are enjoying the Sunset Celebrations at Lake Shore Park and is hoping that they remain continue at Lake Shore Park. She stated that public comment timer should be controlled by the Mayor. She recommended that public comments cards that are received after the public comment portion of the agenda, the card should be kept and the person invited to

speak at the next meeting. She stated that she is looking forward to the Town Manager interviews on Saturday, March 21st.

Commissioner Flaherty expressed how nice the temporary sign outside of the Library looks and is looking forward to the permanent sign being installed.

Commission O'Rourke stated that an author visited the Library on Saturday and had a great turn out. He does not agree with Commissioner Rapoza regarding public comments being limited.

Vice-Mayor Glas-Castro stated that the Palm Beach County League of Cities meeting would be conducted in Greenacres on Wednesday, March 25, 2015. She reminded everyone that on Saturday, March 21, 2015 there would be a meet and greet of the Town Managers candidates at 11:30 a.m. in the Mirror Ballroom of Town Hall. She asked Interim Town Manager Turner to clarify how the public interview process would be conducted. Interim Town Manager Turner stated that the public would have an opportunity to write their questions on a pink comment card and then provide it to the Town Clerk. The Town Clerk would then provide it to the Interim Town Manager who would then pass it to the Mayor. She explained that the schedule would be very flexible since they have three candidates to interview.

Mayor DuBois explained the public comment procedure that he follows during a meeting. He stated that public comments cards could be received for any item on the agenda up until the item was heard. If a comment card was received for a non-agenda item he would turn to his fellow Commissioner and receive consensus from them before inviting the person to the podium to speak if the public comment portion of the meeting had pasted. He stated that comment cards could be received throughout an entire meeting.

ADJ OURNMENT

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 8:45 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Town of Lake Park Town Commission

Exhibit "A"

Agenda Request Form

Meeting Date: March 18, 2015 **Agenda Item No.** 2

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Positions of Camp Counselor, Event Assistant and Recreation Bus Driver

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

Approved by Town Manager Interim Town Manager **Date:** 3/2/2015

Name/Title

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments: Resolution; Revised Camp Counselor Job Description in Redline Format and Current Job Description; Revised Event Assistant Job Description in Redline Format and Current Job Description; and, Revised Recreation Bus Driver Job Description in Redline Format and Current Job Description**
Advertised: Date: _____ Paper: _____ **[x] 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** **BMT** **Please initial one.**

Summary Explanation/Background:

Currently, three job descriptions exist in the Town of Lake Park Uniform Classification System respectively entitled Camp Counselor, Event Assistant and Recreation Bus Driver. At its August 20, 2014 meeting the Town Commission changed the position title of Recreation Director to Recreation Manager.

The purpose of this action is to revise the Camp Counselor, Event Assistant and Recreation Bus Driver job descriptions to reflect that these three positions answer to the Recreation Manager. Copies of the revised job descriptions are attached in redline format, as well as the current job descriptions for ease of reference.

There will be no additional financial burden placed on the budget of the Town as a result of this action.

Recommended Motion: **I move to adopt Resolution** 09-03-15 .

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 18, 2015 **Agenda Item No.** 4

Agenda Title: ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV – NOISE CONTROL.

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

Approved by Town Manager Date: 3/10/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: Community Development	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** → **Ordinance 01-2015**
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] 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:

Over the past few months, the Town Commission discussed the existing noise Ordinance on several occasions and requested staff to review the existing regulations in an attempt to condense them. The Village of Wellington's noise Ordinance was offered up as a good example. Essentially, noise ordinances should be able to accomplish two goals:

(1) Effectively regulate noise within municipal boundaries so as to protect the public health, safety and general welfare of inhabited residential and commercial/light industrial property; and

(2) Ensure that these very regulations are enforceable.

In recently reviewing the Town's regulations, staff determined that while they are quite extensive, they actually accomplish the above two goals. The existing regulations do so by defining what a noise nuisance is, prohibiting it, and further providing for an additional dBA noise measurement enforcement method, while allowing for certain exemptions (for example, special events). However, it can be argued that the existing Ordinance includes TOO MUCH information that may lead to confusion. In an attempt to condense and essentially clean up the Ordinance, Wellington's noise Ordinance was used as a template.

The proposed Ordinance still includes two methods of noise enforceability through focusing strictly on inhabited residential and commercial/light industrial properties by providing two sections: "Specific Prohibitions" (generally enforceable by *plainly audible* noise) and "General Prohibitions" (enforceable by *dBA* levels). It also maintains an "Exemptions" section to safeguard those activities (for example, special events, emergency work, etc.) from temporary adherence to the noise Ordinance, whether it be from the *plainly audible* enforcement method, or the *dBA* enforcement method.

All the proposed changes are included in the enclosed Ordinance.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 01-2015 on 1st READING.

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 18, 2015 **Agenda Item No.** 5

Agenda Title: Selection of Nominees for the Northern Palm Beach County Chamber of Commerce 2015 Leadership Awards

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

Approved by Interim Town Manager Date: 3/5/2015

_____
Name/Title

Originating Department: **Commissioner Kathleen Rapoza**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Copies of the Northern Palm Beach County Chamber of Commerce Online Award Application Forms**
Advertised: Date: _____ Paper: _____ **[x] 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: BMT** **Please initial one.**

Summary Explanation/Background:

At the March 4, 2015 Commission meeting, Commissioner Kathleen Rapoza advised the Commission that the Northern Palm Beach County Chamber of Commerce is seeking to identify nominees for the following awards:

- 2015 Small Business of the Year Award
- 2015 Community Leader of the Year Award
- 2015 Nonprofit of the Year Award
- 2015 Business of the Year Award; and
- 2015 Young Professional of the Year Award

The purpose of this agenda item is to identify nominees for the above awards.

Attached are copies of the online application forms which list the criteria for each award.

The deadline for submittal of completed application forms to the Chamber is 4:00 p.m. on Friday, April 10, 2015. Award recipients will be honored at the Northern Palm Beach County Chamber of Commerce Leadership Awards Dinner which will take place at the PGA National Resort and Spa on Thursday, May 21, 2015.

Recommended Motion: I move to nominate the following for the 2015 Leadership Awards as specified below:

_____ for the 2015 Small Business of the Year Award

_____ for the 2015 Community Leader of the Year Award

_____ for the 2015 Nonprofit of the Year Award

_____ for the 2015 Business of the Year Award; and

_____ for the 2015 Young Professional of the Year Award

Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 18, 2015 **Agenda Item No.** 6

Agenda Title: Review of the Town Manager Employment Agreement

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

Approved by Town Manager Interim Town Manager **Date:** 3/5/2015

_____
Name/Title

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Draft Town Manager Employment Agreement**
Advertised: Date: _____ Paper: _____ **[x] 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: BMT** **Please initial one.**

Summary Explanation/Background:

At the February 18, 2015 Commission meeting, it was determined that the Interim Town Manager would provide a boilerplate Town Manager Employment Agreement to the Commission for discussion as a future agenda item.

Recommended Motion: There is no recommended motion.

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this _____ day of _____, 2015, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and _____ (hereinafter "Town Manager"),

WHEREAS, Article III, Section 1 of the Town Charter establishes a Commission Manager form of government for the Town; and

WHEREAS, pursuant to Article VI, Section 1 the Lake Park Town Commission (hereinafter the "Commission") is required to appoint a Town Manager who shall be the administrative head of the Town under the Commission's general supervision; and

WHEREAS, a majority of the Commission voted to appoint _____ as the Town Manager of the Town;

WHEREAS, the powers and duties of the Town Manager as the chief administrative officer of the Town government are as set forth in Section 2-82 the Code of Ordinances of the Town (hereinafter "Town Code") ; and

WHEREAS, the Commission and the Town Manager intend by this Employment Agreement to set forth the terms, conditions, and compensation and benefits pursuant to which the Town Manager is to be employed by the Commission.

NOW THEREFORE, it is agreed and acknowledged as follows:

SECTION 1: Recitals

The recitals stated above are true and correct and are incorporated herein.

SECTION 2: Appointment

Pursuant to Article V, Section 1, and Section 2-81 of the Town Code, the Commission, appoints _____ as Town Manager.

SECTION 3: Term

The term of this Agreement shall be one (1) year. This Agreement shall automatically be renewed on its anniversary date for successive one [1] year terms unless either Party provides written notice of termination of this Agreement at least 90 days before the expiration date. All terms, conditions, compensation, and benefits shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation, including salary and the continuation of all benefits, for the remainder of the term of this Agreement.

SECTION 4: Duties and Authority

Town agrees to employ _____ as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

SECTION 5: Non-Interference

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, or instruct any Town employees under the Town Manager's control to take or refrain from taking any action. Pursuant to Article VI, Section 4 of the Town Charter, the Town Manager has full control over administrative service and those powers and duties set forth in Chapter 2, Article III, Section 2-82 of the Town Code.

SECTION 6: Compensation

The Commission agrees to pay Town Manager an annual base salary of $___,___, payable in installments at the same time that the other employees of the Town are paid. In the event of any salary adjustments agreed to between the Commission and the Town Manager, this Agreement shall be automatically amended.

The Town Manager may receive an annual salary adjustment as may be agreed to by a majority of the Town Commission. The amount of said increase shall be determined by the Commission.

SECTION 7: Residency

The Town Manager shall establish residency within the Town of Lake Park within _____ _____and shall maintain residency in the Town of Lake Park, unless a majority the Commission determines otherwise, and this Agreement is amended accordingly.

SECTION 8: Initial Performance Review and Subsequent Annual Reviews

The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct its first annual review to evaluate the performance of the Town Manager. Thereafter, the Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy

objectives. The Commission and Town Manager may establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets as appropriated by the Commission in the applicable fiscal year. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

SECTION 9: Hours Per Week

The Town Manager shall devote whatever time is necessary to properly perform the duties of the position; it being generally understood, however, that on average, a minimum of 40 hours per week is necessary for adequate job performance.

SECTION 10: Vacation Leave and Sick Leave

During the first year of this Agreement, the Town Manager shall be credited with the same number of days of vacation leave for an employee with _____ years of service with the Town. Thereafter the Town Manager shall accrue vacation leave and sick leave _____.

SECTION 11: Holidays

The Town Manager shall be entitled to the same paid holidays granted to the Town's employees.

SECTION 12: Health Benefits

The Commission shall provide the Town Manager coverage under its comprehensive Preferred Provider Option Plans, including medical, dental and vision. In addition, it shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

SECTION 13: Life Insurance

The Commission shall provide a term life insurance policy for the Town Manager in an amount equivalent two (2) times the Town Manager's base salary and shall pay the total premiums for this coverage. Coverage shall commence in accordance with the terms of the provider's contract.

SECTION 14: Retirement

During the first year term of this Agreement, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to _____ percent of the Town Manager's annual base salary. For any subsequent terms of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater, if any, than this percentage. In such cases this Agreement shall be deemed to be automatically amended to reflect the new percentage of contribution. All such funds shall be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law.

Within the first thirty (30) days of the Town Manager's employment, the Town shall make all necessary arrangements and approve all necessary documents to allow the Town Manager's direct deposit of earned income in both the ICMA-RC 457 Deferred Compensation Plan and the ICMA-RC 401(a) Defined Contribution Plan.

SECTION 15: Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), and the Palm Beach County City Management Association (PBCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager provided these dues and/or subscriptions have been appropriated in the Town's budget.

SECTION 16: Outside Activities

With the prior approval of the Commission (which such approval shall not unreasonably be withheld), the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

SECTION 17: Moving Allowance and Housing Expenses

In the event the Town Manager is required to establish residency in the Town, the Commission agrees to pay up to _____ for moving expenses incurred by the Town Manager.

SECTION 18: Equipment, General Business Expenses and Professional Development

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities, including, but not limited to a laptop computer and cell phone which shall remain the property of the Town.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member. If the Town Manager uses his own vehicle for professional or official travel outside the geographical limits of the Town, then the Town shall reimburse the Town Manager at the then currently published Internal Revenue Service or General Services Administration mileage allowance for vehicular travel.

The Commission also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development, continuing education, and for the good of the Town.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 19: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's duties and responsibilities as Town Manager.

SECTION 20: Termination for Cause

The employment of the Town Manager may be terminated by a majority vote of the membership of the Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;

2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
5) The commission of any act which constitutes moral turpitude;
6) A knowing or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Commission is under no legal obligation to pay the Town Manager any severance pay. However, in accordance with Section 10, the Commission shall pay the Town Manager any accrued and unpaid salary and benefits earned prior to the effective date of termination. Other than the payment required by Section 10, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

SECTION 21: Termination without Cause

The Town Manager may be terminated "without cause" by a majority vote of the Commission at any time.

If the Town Manager is terminated without cause the Town Manager shall be paid a lump sum severance pay consistent with Florida Statutes. Additionally, in accordance with Section 10, the Town Manager shall be entitled to be paid any accrued and unpaid salary and benefits earned prior to the effective date of termination. The Town shall also compensate the Town Manager the financial value of the health insurance coverage it pays for the Town Manager following the date of termination for three months. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

SECTION 22: Voluntary Resignation

In the event that the Town Manager voluntarily resigns, the Town Manager shall provide to the Commission 30 calendar days advance written notice, but under no circumstances less than 30 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued unused vacation and accrued unused sick leave _____.

SECTION 23: Return of Town Property

Upon the Town Manager's termination of employment, whether voluntary resignation or with or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer,

public records not maintained at Town Hall and any other documents or property of the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

ATTEST:

By: _____
Vivian Mendez, Town Clerk

_____
Date

TOWN OF LAKE PARK

By: _____
James DuBois, Mayor

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Thomas J. Baird, Town Attorney

_____
Date

TOWN MANAGER

_____

_____
Date

p:\docs\26508\00001\doc\1co2590.doc

Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 18, 2015 **Agenda Item No.** 7

Agenda Title: Update on the Town Manager Selection

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

Approved by Town Manager _____ **Date:** 3/11/2015
Interim Town Manager

_____
Name/Title

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Copies of the applications of the four remaining Town Manager applicants; a matrix setting forth the outcomes of the criminal background checks, credit checks, degree verification, employment reference checks, litigation checks; and, copies of the completed Telephone Employment Reference Forms**
Advertised: Date: _____ Paper: _____ **[x] 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:** **BMT** **Please initial one.**

Summary Explanation/Background:

At the February 18, 2015 Commission meeting, the following five finalists were chosen by the Commission for the position of Town Manager:

- Lyndon L. Bonner, of Flagler Beach, Florida
- John O. D'Agostino, of Mansfield, Massachusetts
- James D. Drumm, of Zephyrhills, Florida
- Gregory L. Dunham, of Kenly, North Carolina
- Robert Kellogg, of Palm City, Florida

Since then, Mr. Gregory L. Dunham has contacted staff and has advised that he is withdrawing his application for the position of Town Manager.

At the March 4, 2015 meeting, staff advised that Commission that a report on the outcome of the full criminal background checks, degree verifications, credit checks, media checks, litigation checks and telephone reference checks would be provided at this meeting. And this is the purpose of this agenda item.

The back-up to this agenda item is organized in the following manner:

1. A matrix setting forth the outcomes of the criminal background checks, credit checks, degree verifications, employment reference checks, and litigation checks; and
2. Copies of the applications of the four remaining Town Manager applicants in alphabetical order, immediately followed by copies of the completed Telephone Employment Reference Forms for each finalist.

As of the date of publication of this agenda, staff had not heard back from all employment references contacted for each applicant. A supplement to this agenda item will be provided to the Commission prior to the March 18, 2015 meeting with the outcome of balance of the employment reference checks and the outcome of the media checks.

Recommended Motion: There is no action requested at this time as the purpose of this agenda item is a report only.

MATRIX

MATRIX
OUTCOME OF BACKGROUND CHECKS ON FIVE TOWN MANAGER FINALISTS

Names of Semi-Finalists	***Criminal Background Checks***	***Credit Checks***	***Degree Verification***	***Employment Reference Checks***	***Media Checks***	***Litigation Checks***	***Salary Requirements***
Lyndon L. Bonner, Flagler Beach, Florida[1]	Satisfactorily Completed	Satisfactorily Completed	Satisfactorily Completed	Four out of six former employers responded	To be provide in a supplement to this agenda item	No litigation found	Okay with base salary of $117,000/year dependent upon the rest of the agreement (e.g., executive plan for pension, etc.)
John O. D'Agostino, Mansfield, Massachusetts	Satisfactorily Completed	Satisfactorily Completed	Satisfactorily Completed	Three out of five former employers responded	To be provide in a supplement to this agenda item	No litigation found	Okay with base salary of $117,000/year
James D. Drumm, Zephyrhills, Florida	Satisfactorily Completed	Satisfactorily Completed	Satisfactorily Completed	One out of six former employers responded	To be provide in a supplement to this agenda item	No litigation found	Okay with base salary of $117,000/year
Gregory L. Dunham, Kenly, North Carolina	**WITHDREW ON 3/11/2015**	N/A	N/A	N/A	N/A	N/A	N/A
Robert Kellogg, Palm City, Florida	Satisfactorily Completed	Satisfactorily Completed	Satisfactorily Completed	Two out of four former employers responded	To be provide in a supplement to this agenda item	No litigation found	Okay with base salary of $117,000/year

[1] Mr. Bonner stated on his employment application that he is credentialed through the International City/County Management Association (ICMA). We have confirmed that he is a credentialed Town Manager through ICMA.

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.** 3

Agenda Title: Special Call Commission Meeting Minutes of March 21, 2015

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

Approved by Town Manager _____ **Date:** 3/26/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibit "A"**
Advertised: Date: _____ Paper: _____ **[X] 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 *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Special Call Commission Meeting Minutes of March 21, 2015.

Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
Saturday, March 21, 2015, 3:00 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission meeting on Saturday, March 21, 2015 at 3:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Michael O'Rourke, Interim Town Manager Bambi Turner, and Town Clerk Vivian Mendez. Commissioner Kathleen Rapoza arrived at 3:06 p.m.

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

BRIEF REMARKS REGARDING THE INTERVIEW PROCEDURES:

Mayor DuBois explained that members of the audience could fill out a public comment card with their question for the candidates. The cards should be turned into the Town Clerk. He explained that each candidate would be asked the same questions. As he waited for cards to be turned into the Town Clerk, he explained the days schedule with the candidates.

He explained that each Commissioner had an opportunity to meet with each of the candidates individually and conducted an interview. After the individual interviews were conducted there was a "Meet and Greet" with the public and the candidates in the Mirror Ballroom.

Mayor DuBois welcomed Mr. John O. D'Agostino to the podium and asked him to introduce himself.

Mr. John D'Agostino introduced himself and provided a brief history of his career.

Commissioner Rapoza asked the following questions:

1. Give two examples of economic development that you are most proud of during your career. Mr. D'Agostino explained that one of his greatest achievements was bringing the Samsonite Luggage national and international headquarters to Mansfield, Massachusetts from Rhode Island. The second was the construction of the power plant in Blackstone, Massachusetts. Commissioner Rapoza asked how was he able to accomplish those achievements. Mr. D'Agostino stated that it took a lot of outreach over time.

2. Explain your Planning and Zoning background. Mr. D'Agostino explained that Mansfield Massachusetts became a Gold Community in the biotechnology industry because the planning and zoning approach allowed the geographical location to be ideal. He explained that Mansfield Massachusetts has an expedited permitting process.

3. How engaged are you in the community? Mr. D'Agostino explained that he is a people person; has an inviting open door policy; and has lived in every community he has worked in, so that he could get to know the community.

4. What is your vision for the Town as Town Manager? Mr. D'Agostino explained that he would devote time to get to know the needs of the different Town programs, its departments, and will not become a "shrinking violet". He would spend time out in the community and not sit behind his desk.

Commissioner O'Rourke asked the following questions:

1. What is your strongest attribute? Mr. D'Agostino stated that he would consider financial management, working with staff, and the community to achieve the goals and objectives of the Town to be his strongest attributes.

2. What is a Incremental Financial Plan? Mr. D'Agostino explained that in Massachusetts they have tax incentives for companies that are moving in. He explained that there are two types on incentives. The first incentive would be a reduction in the tax rate for that business. The second would be the reduction of the capital improvement made to that business.

3. How could your experience from the State of Massachusetts translate to the State of Florida? Mr. D'Agostino explained that in any type of setting you have the ability to incentivize and encourage businesses to move to a particular community. He stated that he has worked in a redevelopment agency or authority in the past and knows how they operate. He stated that they have the ability to provide a limited amount of incentive. He stated that Palm Beach County would be the real incentive component to increase economic development.

Commissioner Flaherty asked the following questions:

1. Mr. James Sullivan of Flagler Boulevard stated that the Town needs a "people person". He asked for an example of how you handled a resident that approaches you with an issue during an event. Mr. D'Agostino explained a situation in which he assisted a resident with an issue and later found out that the resident he assisted was his neighbor.

2. What interested you the most in the Town? Mr. D'Agostino stated that the Town has a need for an economic leader that could paint the vision of the Town and work with its residents, staff, and elected official's vision could be achieved.

3. What do you see as the role of Town government in keeping the cost down while providing essential services? Mr. D'Agostino explained that he has balanced many budgets over his career. He stated that there is not a budget alive that functions as a planning document that does not have the ability to save additional funds. He gave a few examples of how he was able to reduce spending and still provide essential services to the community.

Vice-Mayor Glas-Castro asked the following questions:

1. What ways do you see that you could help this community bring divergent culture and back grounds together? Mr. D'Agostino stated that divergent residents need to know that they are welcomed and accepted in the community. He stated that there are four ways to bring divergent cultures together, and they are through arts, education, religion, and family.

2. What would your friends and family consider your best and worst qualities? Mr. D'Agostino stated that his best quality is that he invest himself in people because he enjoys people. He explained that his worst quality is that as Town Manager he is always working.

3. What would your former elected officials say are your best and worst qualities? Mr. D'Agostino stated that his former elected officials would say that his best qualities are that he was creative, solved problems, was competent and capable, would offer his opinion even if his opinions are not the same as the elected officials. He stated that he has been successful at moving communities forward.

Mayor DuBois asked the following questions:

1. Ms. Diane Bernhard of Lake Shore Drive asked how would you handle a residents concern or issue. Mr. D'Agostino state that if there is an issue or concern he wants to hear it. He stated that he has a welcoming open door policy and would want all of his department heads to also be welcoming to the residents. He stated that staff would put the residents first and he would work to resolve the concern or issue of the resident.

2. Anne Lynch asked a three-part question. She asked him to name three reasons why you want to work in Lake Park; name three things you know about Lake Park; what do you mean specifically about being a "people person". Mr. D'Agostino stated that the three reasons why he want to work in Lake Park are the ability to make a difference is important to him. The Town needs someone with a vision and direction in economic development. He would call this community his home. He stated that the three things he knows about Lake Park are that Lake Park was one of the first planned development communities in the State of Florida. He knows that the Town is in a financial situation because of its dependency on its residential taxes. He stated that the last reason would be the wonderful way of life Lake Park could offer. He stated that his definition of a "people person" is his ability to work effectively with everyone and helping them realize their dreams. He stated that not all issues can be resolved, but he would explain it in a way that is respectful, honest, and upfront.

Vice-Mayor Glas-Castro had a question from a resident. How are your gardening skills? Mr. D'Agostino stated that he has not had much opportunity to garden because the season for gardening is very short up north. He stated that he would become involved in the community and other organizations in the Town.

3. Mayor DuBois asked as Mr. D'Agostino gets to know Town organizations, would he consider budgeting to assist those organizations or offering them grants. Mr. D'Agostino

stated "absolutely" and explained that he was a grants manager, so he is well versed in grants. He explained the concept of internet donations that could be considered for the community.

Mayor DuBois thanked Mr. D'Agostino for his time. Mr. D'Agostino thanked the Commission for the opportunity.

Mayor DuBois explained that a comment card had been submitted with a question for the Commission, which he wanted to answer before the next candidate was interviewed. Betty Hodges of Crescent Drive asked, "If there is not a candidate selected from this group, will there be another round of applicants selected or will the application process be opened again". Mayor DuBois explained that if the Commission does not select one of the candidates for Town Manager then the process would start all over again with an advertisement for the position of Town Manager for the Town.

"Were there any minority applicants in the group? Are they in the top tier to be considered"? Mayor DuBois explained that he does not recall that any applicant stated that they were a minority on their application and therefore he does not know if there were any minorities that applied.

Mayor DuBois welcomed Mr. James Drumm to the podium and asked him to introduce himself.

Mr. James Drumm introduced himself and provided a brief history of his career.

Commissioner Rapoza asked the following questions:

1. Can you explain your experience working with a Community Redevelopment Agency (CRA)? Mr. Drumm explained his CRA experience throughout his career.

2. Give two examples of economic development that you are most proud of during your career. Mr. Drumm explained that one of his greatest achievements was the ability to bring a corporation into Zephyrhills, which created jobs for the community. He stated that another achievement was developing the downtown area by conducting a survey of the residents to find out what the types of business that were needed and then recruiting of those types of small business began for the community.

3. How would he attract businesses to the Town? Mr. Drumm explained that there are two strategies to bring businesses to the Town. He explained that one strategy would be to form a committee that would help businesses come to the community. He stated that the second strategy would be getting the word out that the Town has vacant buildings available for business.

Commissioner O'Rourke asked the following questions:

1. What is your strongest strength as a Town Manager? Mr. Drumm explained that he has a strong background in planning and historic preservation, including economic development.

2. What are your financial achievements? Mr. Drumm stated that he has a good background in financial matters. He stated that he has a long history of creating budgets and finding out what the needs of the community and live help them within the means available.

3. How has your management experience in Florida developed considering the specific needs of a coastal community? Mr. Drumm explained that he is extremely familiar with Florida law and the State Statutes.

Commissioner Flaherty asked the following questions:

1. Mr. James Sullivan of Flagler Boulevard stated that the Town needs a people person. He asked for an example of how you handled a resident that approaches you with an issue during an event. Mr. Drumm explained that he has addressed issues and answered questions during events or even when out with his family.

2. What interested you most about working for the Town as the Town Manager? Mr. Drumm stated that the Park Avenue Downtown area, the historic preservation of the Town, and a nice place to raise a family were what interested him the most to work for the Town.

3. What do you see as the role of Town government in keeping the cost down while providing essential services? Mr. Drumm stated that everyone wants to keep the cost down, but the level of service that is still acceptable to the community must be considered.

Vice-Mayor Glas-Castro asked the following questions:

1. Mr. James Sullivan of Flagler Boulevard would like to know how are your gardening skills? Mr. Drumm stated that it is one of his hobbies.

2. What ways do you see that you can help this community bring divergent culture and back grounds together? Mr. Drumm explained that he has addressed this issue in his career and found that creating a task force with representation from each culture has helped. He stated that some cultural groups do not want to be involved in government and with those situations; he has suggested taking the Town meetings to a community center closer to them instead.

3. What would your friends and family consider your best and worst qualities? Mr. Drumm stated that his friends and family would say he is ethical; honest; hard working; and has a good memory. He stated that his worst qualities would be that he is pulled away during an event and he takes the time to speak with a resident.

4. What would your former elected officials say are your best and worst qualities? Mr. Drumm stated that the elected official would say the same about his work ethic and honesty. He stated that the former elected officials would say that his worst quality was that he wanted to do all the projects at the same time.

Mayor DuBois asked the following questions:

1. Ms. Diane Bernhard of Lake Shore Drive asked how would you handle a residents concern or issue? Mr. Drumm stated that depending on the situation and if it were within his authority, he would handle the situation. He stated that he would speak with the resident and help them to understand what can and cannot be done to resolve the situation.

2. Anne Lynch asked a three-part question. She asked to name three reasons why you want to work in Lake Park; name three things you know about Lake Park; what do you mean specifically about being a "people person". Mr. Drumm stated that the first reason he would want to work for the Town would be that he has a long history in municipal management. The second reason would be that the Town has an open manager's position and he is looking for an open manager's position. He stated that the third reason would be that Lake Park is a family friendly community. He stated that three things he knows about Lake Park are that the financial situation is a challenge. He stated that the housing market is reasonable for Palm Beach County. He knows that there are challenges with the properties on Park Avenue. He answered the last question regarding being a "people person" by stating that a manager needs to be visible and get out into the community. The manager cannot resolve all issues, but working with the Commission some issues can be resolved. He stated that over the years he has been a member of different organizations for the municipalities, which he considered to make him a "people person".

3. Mayor DuBois asked as Mr. Drumm gets to know Town organizations, would he consider budgeting to assist those organizations or offering them grants. Mr. Drumm stated that he would have to check the Town's Charter to make sure that the Charter does not have any restrictions in assisting organizations. He stated that it is a policy issue and not every organization could be assisted.

Mayor DuBois thanked Mr. Drumm for his time and invited him to stay in the Commission Chamber. Mr. Drumm thanked the Commission.

Mayor DuBois welcomed Mr. Robert Kellogg to the podium and asked him to introduce himself.

Mr. Robert Kellogg thanked the Commission and staff for their time during the Town Manager interview process. He introduced himself and gave a history of his career.

Commissioner Rapoza asked the following questions:

1. Give two examples of economic development that you are most proud of during your career. Mr. Kellogg explained the success of extending water and sewer services to an area that did not have those services one of his achievements. He explained the success of working with the Veteran's Administration to purchase a piece of property that is known as the Ohio Western Reserve National Cemetery.

2. Can you explain your experience working with a Community Redevelopment Agency (CRA)? Mr. Kellogg stated that the CRA is a Community Improvement Corporation that uses their tools to encourage development and redevelopment that provides tax incentives and tax breaks that are making repairs to those areas.
3. How would he attract businesses to the Town? Mr. Kellogg stated that he would network with businesses, work with Palm Beach County, and explain what types of incentives the Town can offer.

Commissioner O'Rourke asked the following questions:

1. How would you evaluate the importance of economic development to a community? Mr. Kellogg stated that one of the main goals of a community is their quality of life. He explained one way would be providing recreation activities and events. He stated that another way is by marketing and attracting businesses to increase the tax base to eventually lower the millage rate. He explained that working with existing businesses is another way to evaluate the importance of economic development.

2. What would you say is your strongest area of your management skills? Mr. Kellogg stated that his strongest area of management skills would be his corporative style of management. He explained that working with the elected officials he would implement their direction to where they want to take the community. He explained that he would work with staff to develop a five-year plan. He would give the department heads the authority, responsibility, and most importantly the accountability they would need to be successful. He explained his open door policy.

3. How has your management experience in Florida developed considering the specific needs of a coastal community? Mr. Kellogg explained that he is the only candidate that has coastal experience. One of the first things he would like to do as the manager would be to reach out to the local developers and businesses and try to attract them to this community.

Commissioner Flaherty asked the following questions:

1. Mr. James Sullivan of Flagler Boulevard stated that the Town needs a "people person". He asked for an example of how you handled a resident that approaches you with an issue during an event. Mr. Kellogg explained that he is not the type of manager that sits behind a desk. He stated that if he gets a call from a resident that has an issue he would go out to the area and see for himself what the issue might be. He stated that he is a persuasive person and can talk people into his way of thinking if given the opportunity. He stated that he would become a member of the community.

2. What interested you most about working for the Town as the Town Manager? Mr. Kellogg stated that the Town has a lot of potential. He stated that there are some areas of the community that need attention.

3. What do you see as the role of Town government in keeping the cost down while providing essential services? Mr. Kellogg stated that he would find ways to reduce the spending, lower the millage rate, while saving funds.

Vice-Mayor Glas-Castro asked the following questions:

1. What ways do you see that you can help this community bring divergent culture and back grounds together? Mr. Kellogg explained that he is aware of the Department of Justice (DOJ) Consent Order and felt that the issue should be revisited with the DOJ. He stated that an outreach program would be another method of reaching the different divergent cultures in the community. He suggested an email blast system be setup to keep the community informed of what is taking place. He suggested going to the churches and speaking with their leaders to help communicate with the community.

2. What would your friends and family consider your best and worst qualities? Mr. Kellogg stated that his best quality is his integrity. He stated that his worst quality is that he does not take enough credit for his accomplishments. He stated that he would prefer that a staff member be recognized for an achievement than himself.

3. What would your former elected officials say are your best and worst qualities? Mr. Kellogg stated that for the most part his former elected officials would say the same as his friends and family that his integrity is his best qualities.

4. Mr. James Sullivan of Flagler Boulevard would like to know how are your gardening skills? Mr. Kellogg stated that he was raised on a farm, so he knows how to garden. He shared a story about growing up on the farm.

Mayor DuBois asked the following questions:

1. Ms. Diane Bernhard of Lake Shore Drive asked how would you handle a residents concern or issue? Mr. Kellogg stated that he would do his best to resolve the situation or have the correct department resolve the issue.

2. Anne Lynch asked a three-part question. She asked to name three reasons why you want to work in Lake Park; name three things you know about Lake Park; what do you mean specifically about being a "people person". Mr. Kellogg stated that the three reasons why he wants to work in Lake Park is that he has worked in small communities most of his career, so he is familiar with working in a small community. He stated his second reason was the economic development potential in this community. He stated that the third reason would be that there is a dedicated staff, which he would like to work with and create a family environment. Mr. Kellogg stated three things he knows about the Town. He stated that he has read the minutes and was aware of the development that is coming into the community. He stated that he is aware of the acquired property that is waiting for development. Lastly, he knows that there is a Sunset Celebration on the last Friday of each month. Mr. Kellogg stated that he avoids using the term "people person". He explained that anyone that has a bad experience would contact Town Hall. He explained that the manager's job would be to listen to the issue and help the person understand how the issues could be resolved.

3. Mayor DuBois asked as Mr. Kellogg gets to know Town organizations, would he consider budgeting to assist those organizations or offering them grants? Mr. Kellogg

explained that he would consider funding for organizations. He explained that it would be up to the Commission to determine since the community has limited funds.

Mayor DuBois thanked Mr. Kellogg for his time. Mr. Kellogg thanked the Commission.

Mayor DuBois asked Interim Town Manager Turner to explain what the next step in the process would be. Interim Town Manager Turner explained that the next step would be for each Commissioner to fill out their ballot and provide it to her. She stated that the Town Clerk would tabulate the votes. Once the votes are tabulated, the Commission could direct the Town Attorney to enter into contract negotiations with the selected candidate.

Vice-Mayor Glas-Castro requested a 15-minute recess. The Commission came to consensus to take a 15-minute recess and reconvene the meeting at 5:30 p.m.

The Special Call Commission meeting was reconvened at 5:30 p.m. Assistant Town Attorney Matt Ramenda joined the Commission on the Dias.

Mayor DuBois explained that the Commission has completed the panel interviews.

COMMISSIONER COMMENTS:

Commissioner O'Rourke asked for clarification with this process. He asked if the Commission were going to discuss each candidate or would they simply go straight to the voting process. Mayor DuBois stated that the Commission could discuss each candidate.

Commissioner O'Rourke explained a few items that were important to him. He stated that having Florida experience; keeping in mind that the Town is a coastal community; and choosing someone that has strong financial management experience.

Commissioner Rapoza stated that a few things that are important to her are having strong financial management skills; bringing businesses to the Town without losing the Town's charm; having a "people person" that can engage the community.

Commissioner Flaherty stated that he has chosen his first and alternate candidates. He felt that the Commission would choose a manager that would continue to lead the Town in a good direction. He stated that the manager needs to listen, respect, and understand the needs of the residents. He appreciated all the applicants that applied and interviewed for the position of Town Manager.

Vice-Mayor Glas-Castro stated that during her individual interviews she focused on the candidates communication style, what the relationship would be with the Commission, create a team with staff, looking to engage the community, Florida experience was ideal, but being a resident was very important to her.

Mayor DuBois stated that the Commission had very good candidates and he was willing to support the consensus of the Commission.

SELECTION OF TOWN MANAGER:

The ballots were submitted to Interim Town Manager Turner and given to the Town Clerk (see Exhibit "A").

Interim Town Manager Turner announced Mr. D'Agostino as the selected candidate for the Town Manager position.

Motion: Vice-Mayor Glas-Castro moved to begin contract negotiations with Mr. John O. D'Agostino; 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.

Interim Town Manager Turner escorted the candidates into the Commission Chamber. Mayor DuBois announced Mr. D'Agostino as the selected candidate by the Town Commission. He explained that Mr. D'Agostino would begin contract negotiations with the Town Attorney. He suggested a schedule be developed of when Mr. D'Agostino thought he would begin working for the Town. Mr. D'Agostino thanked Interim Town Manager Turner for a smooth and well developed process.

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 6:00 p.m.

_____
Mayor James DuBois

_____
Town Clerk Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

BALLOT FOR SELECTION OF TOWN MANAGER

Please vote for one candidate and one alternate (Please return this completed ballot to the Town Clerk.)

John O. D'Agostino

Vote Here 2

James D. Drumm

Vote Here 1

Robert Kellogg

Vote Here 3

James DuBois

Signature

Please Print Name: James DuBois

BALLOT FOR SELECTION OF TOWN MANAGER

Please vote for one candidate and one alternate (Please return this completed ballot to the Town Clerk.)

John O. D'Agostino Vote Here 2

James D. Drumm Vote Here 3

Robert Kellogg Vote Here 1

Signature

Please Print Name: Kim Glas-Castro

BALLOT FOR SELECTION OF TOWN MANAGER

Please vote for one candidate and one alternate (Please return this completed ballot to the Town Clerk.)

John O. D'Agostino

Vote Here 2

James D. Drumm

Vote Here _____

Robert Kellogg

Vote Here 1

Signature

Please Print Name: Erin Flaherty

BALLOT FOR SELECTION OF TOWN MANAGER

Please vote for one candidate and one alternate (Please return this completed ballot to the Town Clerk.)

John O. D'Agostino Vote Here 1

James D. Drumm Vote Here alt

Robert Kellogg Vote Here

Signature

Please Print Name: Michael O Rourke

BALLOT FOR SELECTION OF TOWN MANAGER

Please vote for one candidate and one alternate (Please return this completed ballot to the Town Clerk.)

John O. D'Agostino

Vote Here Candidate #1

James D. Drumm

Vote Here alternate candidate

Robert Kellogg

Vote Here _____

Kathleen May Rapoza

Signature

Please Print Name: KATHLEEN MAY RAPOZA

Ordinance on First Reading

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.** 4

Agenda Title: ORDINANCE TO ABANDON A 0.49-ACRE PORTION OF THE EAST JASMINE DRIVE RIGHT-OF-WAY.

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

Approved by Town Manager _____ **Date:** 3/24/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Certified Letter (Ad will be placed prior to 2nd reading) – signs also posted around the property.** Funding Source: **Applicant** Acct. **# 4771** BKR [X] Finance _____	**Attachments:** → **Ordinance 02-2015** → **Town Attorney Legal Letter** → **Applicant's Application Packet (includes application form; justification statement; traffic analysis; utility company letters)** → **Appraisal** → Resident Letters
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] 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:

STAFF REPORT

The Town of Lake Park is the fee simple owner ("Owner") of approximately 0.49 acres of the public right-of-way known as East Jasmine Drive ("Subject Property"), which is generally located between North Federal Highway and Lakeshore Drive, within the municipal boundaries of the Town of Lake Park ("Town"). The Subject Property's legal description is listed in **Exhibit "A"** and its general location is shown on **Exhibit "B"**, both of which are attached hereto. The Subject Property is listed as a "Roadway" for the purposes of the Town's Comprehensive Plan.

The Town received a request from Earl Stewart, LLC and Commercial Investments, LLC to purchase the subject site. Part of the abandonment application involves getting an appraisal, at the expense of the Applicant, for the roadway. The Town retained an appraisal company that valued the roadway at

$300,000. The abandonment application ("Application") was submitted by Mr. Brad Jankowski, P.A. attorney and agent for Earl Stewart, LLC and Commercial Investments, LLC ("Applicant"), requesting that the Town of Lake Park abandon East Jasmine Drive between North Federal Highway and Lakeshore Drive at a sale price of $300,000, as appraised and required by Town Code. With this abandonment, the Applicant proposes to expand the boundaries of the existing Earl Stewart Toyota Planned Unit Development (PUD) to include an additional sales car showroom with display spaces; additional interior service bays; administrative offices; an enclosed car wash location; as well as a 4 story parking garage structure for additional display spaces and additional landscaping around the entire property. The Master PUD Site Plan approval is contingent on the approval of this abandonment and will be presented as a standalone Resolution at the April 15, 2015 Town Commission meeting.

Town staff reviewed the Application, and determined that the proposed abandonment is for the most part, consistent with the Town's Code of Ordinances dealing with the abandonment of rights-of way in Chapter 72 of the Town Code. Please refer to the Applicant's Justification Statement.

It has been determined that the right-of-way is no longer required for the public use and convenience. More specifically, a traffic analysis rendered by Yvonne Ziel Traffic Consultants (which also references a previous analysis performed by Pinder Troutman Consulting, Inc.) concluded that the closure of East Jasmine Drive between North Federal Highway and Lakeshore Drive will not result in a deterioration of the operations on the adjacent East Ilex Drive. With this abandonment and with the proposal to expand the boundaries of the Earl Stewart Toyota PUD which includes additional landscaping around the property, the result will further insulate the residents living along Lake Shore Drive from the commercial uses, noise, and traffic along North Federal Highway, without limiting their access from Palmetto Road and East Ilex Drive. Large commercial carriers would no longer be allowed to use Lake Shore Drive to enter or exit the dealership through conditions of approval on the site plan application, further minimizing commercial impacts along the residential corridor.

The abandonment request is consistent with the Town's Comprehensive Plan and furthers the health, safety and welfare of the Town's residents by providing a highly-landscaped open-air area around the entire perimeter of the site along with upgrades in the drainage system. By retrofitting this area, the surrounding property values could potentially improve as well. Furthermore, in transferring the ownership of the roadway, the Town would benefit in additional tax revenues from Earl Stewart Toyota as well as eliminate the responsibility of maintaining this roadway. In addition, Policy 1.8 of the Town's Comprehensive Plan states that new development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development. The proposed abandonment with the future intention for development will not deviate from this requirement. The property is already developed with commercial uses, it is not anticipated that there will be any impacts on the existing water and sewer system.

Written confirmation from all public utility companies confirming that the proposed abandonment would not adversely affect the individual utilities have been received and these include, Comcast, American Telephone and Telegraph (AT&T), Seacoast Utility Authority, Florida Public Utilities (FPU), and Florida Power and Light (FPL). AT&T has included a requirement which is listed as condition of approval #6 below and FPL has also included a requirement listed as condition of approval #7 below (also included in the proposed Ordinance).

The proposed abandonment requires a public hearing and notice of the abandonment Ordinance to be published in a newspaper of general paid circulation in the Town and of general readership in the Town, 10 days prior to the adoption hearing. This notice will be placed in Palm Beach Post on April 5, 2015. Certified notices to all owners within 300 feet of the Subject Property were mailed on March 20, 2015.

In addition to the Town staff review, the Town Attorney also prepared a review letter for the Town Commission to consider. In addition to the information provided herein, the Town Commission must determine whether abandoning the right-of-way, with fair compensation, is to the benefit of the community as a whole. The commission may recommend additional conditions as appropriate for the requested abandonment.

Town staff recommends that the Town Commission recommend **APPROVAL** for the abandonment request of East Jasmine Drive between North Federal Highway and Lakeshore Drive, subject to the following conditions:

1. At the time the Applicant pays the appraised value of the Property to the Town, the Applicant shall remove the traffic signs along East Jasmine and Lakeshore Drive, and provide these signs to the Town of Lake Park's Public Works Department.

2. The Applicant shall pay to the Town the appraised value of the Property within 90 days of the effective date of this ordinance. In the event that payment is not received from the Applicant within 90 days of the effective date of this ordinance, the abandonment shall become null and void.

3. The Applicant shall be solely responsible for the cost of the reconstruction of the east and west sides of the Property adjacent to Lakeshore Drive and North Federal Highway.

4. The drainage design for the Property shall be consistent with the future reconstruction plans for Lakeshore Drive and shall receive the appropriate permit from the Florida Department of Transportation. The Applicant shall submit a copy of the permit to the Community Development Department.

5. The Abandonment approval is contingent upon the approval of a site plan for the expansion of the site. The Applicant is also responsible for the rezoning and land use map amendment for the right-of-way once it has been abandoned.

6. AT&T requires a utility easement in lieu of the R/W occupancy to maintain the facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow AT&T to place cables through the property without interfering with the business and the Applicant is solely responsible for this requirement.

7. The Applicant is solely responsible for the removal of the FPL street lights, poles, and cables as part of abandoning the Right-of-Way. The Town understands there will be a charge for the removal of these facilities, and arrangements have already been made with Earl Stewart for payment of the removal.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 02-2015 on 1st READING.

ORDINANCE NO.:02-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING 0.49 ACRE OF THE EAST JASMINE DRIVE RIGHT OF WAY LOCATED BETWEEN FEDERAL HIGHWAY AND LAKESHORE DRIVE, AND WHICH IS SHOWN AS AVENUE "J", ACCORDING TO THE PLAT OF KELSEY CITY RECORDED IN PLAT BOOK 8, PAGES 15 AND 35; PROVIDING FOR THE RECORDING OF THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILTY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a right-of-way which was originally designated as Avenue J and dedicated as a public roadway pursuant to the Plat of Kelsey City in March of 1921;

Whereas, the Plat of Kelsey City showing this right-of-way was recorded in Plat Book 8, Pages 15 and 35, of the public records of Palm Beach County, Florida; and

WHEREAS, the legal description and sketch of the right-of-way to be abandoned is attached hereto and incorporated herein as **Exhibit "A"** (the "Property"); and

WHEREAS, the Property runs between Federal Highway and Lakeshore Drive in the Town of Lake Park, Florida (Town); and

WHEREAS, as part of the expansion of the Earl Stewart Toyota vehicle sales dealership, Earl Stewart Toyota and Commercial Investments LLC ("Applicant"), is requesting the abandonment of the Property so that the parcels it owns, north and south of the Property can be joined together and become part of the Earl Stewart Toyota Planned Unit Development; and

WHEREAS, the Applicant has provided the Town with "Letters of No Objection from AT&T, Florida Power & Light, Comcast Cable, Florida Public Utilities, and the Seacoast Utility Authority, indicating that the abandonment would not adversely affect

utility service efficiency, or preclude the future provision of public or private utility services; and

WHEREAS, the Town Commission has determined that the abandonment would be consistent with the Town's Comprehensive Plan; and

WHEREAS, the Town Commission has determined that the proposed abandonment furthers the public health, safety and welfare of the town's residents; and

WHEREAS, the Town Commission has determined that the application to abandon the Property meets the criteria for abandoning rights-of-way as set forth in § 72-4 of the Town Code.

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

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

Section 2. Abandonment of right-of-way. The Town Commission hereby determines that the applicant has demonstrated by clear and convincing evidence that the right-of-way is no longer required for the public's use and convenience. In making this determination the Commission specifically finds:

(a) The abandonment does not deprive any business or individual of a reasonable means of ingress and egress to that business' or individual's property;

(b) The abandonment will not adversely affect utility service efficiency, or preclude the future provision of public or private utility services;

(c) The abandonment will not reduce adjacent property values; and

(d) The abandonment will not eliminate the potential use of property which has been dedicated for a public purpose, including, but not limited to, pedestrian or vehicular access, recreation, environmental preservation, or stormwater management.

Section 3. Conditions. The proposed abandonment of the Property is subject to the following conditions:

(1) At the time the Applicant pays the appraised value of the Property to the Town, the Applicant shall remove the traffic signs along East Jasmine and Lakeshore Drive, and provide these signs to the Town of Lake Park's Public Works Department.

(2) The Applicant shall pay to the Town the appraised value of the Property within 90 days of the effective date of this ordinance. In the event that payment is not received from the Applicant within 90 days of the effective date of this ordinance, the abandonment shall become null and void.

(3) The Applicant shall be solely responsible for the cost of the reconstruction of the east and west sides of the Property adjacent to Lakeshore Drive and North Federal Highway.

(4) The drainage design for the Property shall be consistent with the future reconstruction plans for Lakeshore Drive and shall receive the appropriate permit from the Florida Department of Transportation. The Applicant shall submit a copy of the permit to the Community Development Department.

(5) The Abandonment approval is contingent upon the approval of a site plan for the expansion of the site. The Applicant is also responsible for the rezoning and land use map amendment for the right-of-way once it has been abandoned.

(6) ATT requires a utility easement in lieu of the R/W occupancy to maintain the facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow ATT to place cables through the property without interfering with the business and the Applicant is solely responsible for this requirement.

(7) The Applicant is solely responsible for the removal of the FPL street lights, poles, and cables as part of abandoning the Right-of-Way. The Town understands there will be a charge for the removal of these facilities, and arrangements have already been made with Earl Stewart for payment of the removal.

Section 3. Recording. Upon compliance with the conditions of Section 3, above, the Applicant shall record the abandonment in the public records of Palm Beach County. After the recorded ordinance has been returned to the Applicant, the Applicant shall forward a copy of the ordinance with the recording information on to the Community Development Department.

Section 4. 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 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.

Attachments: Exhibit "A"- Legal description & survey of subject property depicting its general location.

Exhibit "A"

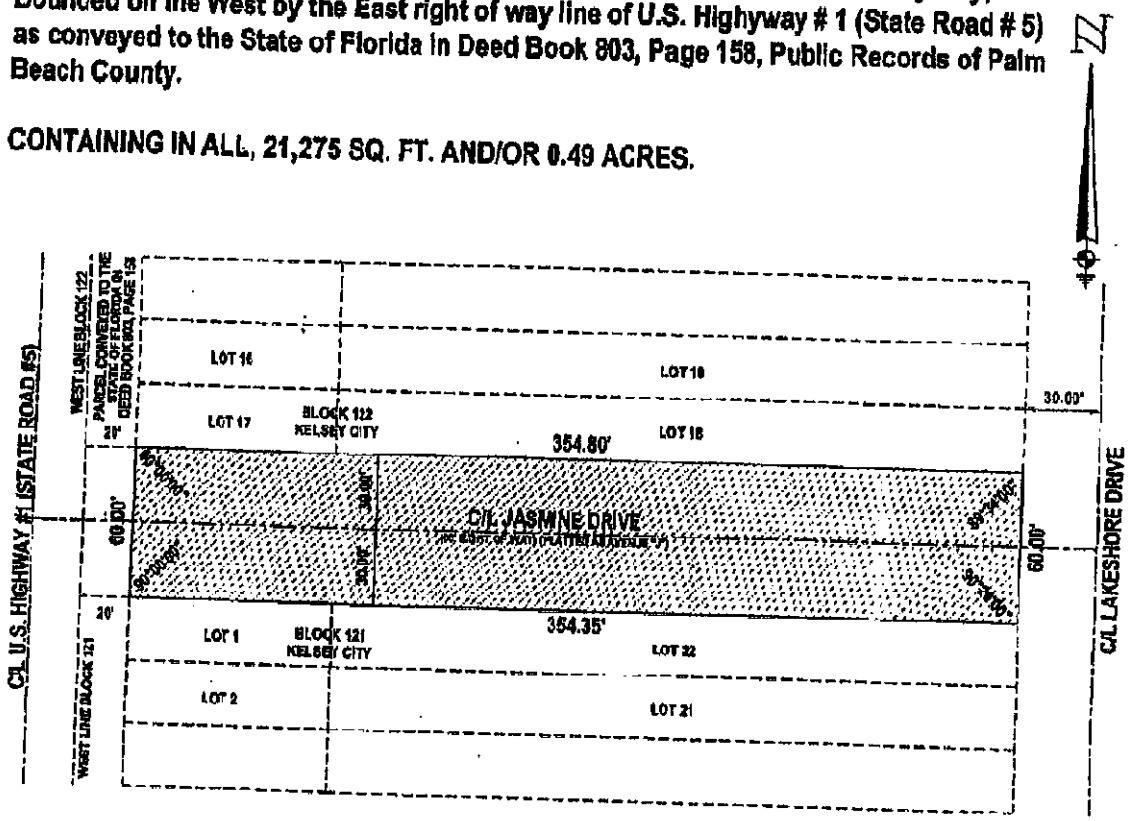
LEGAL DESCRIPTION & SKETCH

LEGAL DESCRIPTION (Proposed Jasmine Drive Abandonment)

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J", KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.



JONESFOSTER
JOHNSTON & STUBBS, P.A.

Memo

To: Nadia DiTommaso, Community Development Director
From: Thomas J. Baird, Town Attorney
Date: January 28, 2015
Subject: Earl Stewart Toyota Right-of-Way Abandonment Application
Cc: Bambi McKibbon-Turner, Interim Town Manager

This memorandum addresses the law pertaining to the application submitted by Earl Stewart Toyota (EST) to abandon the public right-of-way (ROW) known as East Jasmine Drive. The ROW is located between the original EST property and the property EST purchased upon which the former Journey's Inn and Colonial restaurant were located.

The decision to abandon a right-of-way is a legislative function of the Commission, and therefore abandonments are at the discretion of the Commission. Sun Oil Co. v. Gerstein, 206 So.2d 439 (Fla. 3d DCA 1968). There is case law that explains that this discretion is not unbridled. The general rule of law regarding a public ROW is that the property upon which the ROW is located is held in trust by the Commission for the benefit of the public. Accordingly, the vacation of a public ROW is only legally permitted where the Commission finds that the abandonment would further the public health, safety and general welfare. See Loeffler v. Roe, 69 So.2d 331 (Fla. 1953); *Roney Invest. Co. v. Miami Beach*, 174 So. 26 (Fla. 1937); Florida Cent. & P.R. Co. v. Ocala Street & S.R. Co., 22 So 692 (Fla. 1897). Significantly, however, in the Roney Invest. Co. case, *the court held that a city has no power to sell the streets and alleys, which it holds for the benefit of the public, to benefit a purely private interest. Roney at 29.*

The abandonment application at issue here is to benefit a purely private interest, i.e. the expansion of EST. Thus, this would presumably preclude a finding by the Commission that the application for abandonment of East Jasmine Drive *benefits the pubic, or furthers the public health safety and general welfare*. Given that the Commission is charged with holding this ROW for the benefit of the public, the Commission should evaluate whether compensation for its abandonment of the ROW could be of benefit to the public. If the Commission believes that the public should be compensated for the ROW which EST intends to use for its private commercial interests, then the fair market value of the EST property could be used as a basis for the compensation for the square footage or acreage which comprises the ROW.

Community Development

MAR 26 2014

Application Fee: $1,500
Escrow: $1,000
Total Due upon Submittal: **$2,500**

TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR ABANDONMENT

Applicant Name: Earl Stewart LLC and Commercial Investments, LLC (Earl Stewart Toyota)

Applicant Address: 1215 Federal Highway, Lake Park, FL 33403

(Brad Jankowski)

Phone: (561) 622-4521 Fax: (561) 656-0917 E-Mail: bjankowski@owenlaw.net

(1) Please provide a description of the Real Property, if any, owned by the Applicant, which would be affected by the abandonment request:

Applicant owns two parcels of real property to the north and south of the property sought to be abandoned by the Town of Lake Park (a portion of East Jasmine Drive). The addresses of these two parcels 1215 Federal Highway, Lake Park, 33403 (North parcel) and 1017 Federal Highway, Lake Park, 33403 (South parcel).

(2) Please provide a brief explanation for the abandonment request:

Applicant is the owner of two parcels of property that are divided solely by East Jasmine Drive (as described above), and is requesting that the Town of Lake Park abandon this portion of the Right-of-Way, amend the Land Use Map to Commercial Residential, and amend the Official Zoning Map to Planned Unit Development, in order to adjoin operations to form one contiguous car dealership with consistent land and zoning uses.

(3) Please provide a general description of the street, alleyway or easement, other non-fee interest of the Town in real estate, which is to be abandoned and its location (a legal description and a plat, survey, or engineering drawing of the area involved):

See property description and survey prepared in 2004 by the Offices of Donald D. Daniels, Inc.

Updated survey to be delivered separately

(4) Please provide a listing of the names and addresses of all property owners, business owners or occupants of real property bounding and abutting the street, alleyway or easement sought to be abandoned, located within 250' thereof. *(Three (3) sets of labels, as well as the property address list must be requested from the Palm Beach County Property Appraiser's Office, which will satisfy the Certified Mail requirement noted below).*

(5) Please provide the following additional requirements, as well as any other relevant information that may be required in order to fully present the full circumstances of the abandonment request:

I. **Justification Statement**, ***must justify the following***:

a. The abandonment does not deprive any business or individual of a reasonable means of ingress and egress to that business or individual's property;

b. The abandonment does not adversely affect utility service efficiency, or preclude the future provision of public or private utility services;

c. The abandonment does not reduce adjacent property values;

d. The abandonment does not eliminate the potential use of dedicated property for a public purpose, including, but not limited to, pedestrian or vehicular access, recreation, environmental preservation or stormwater management.

****

REQUIRED DOCUMENTATION:

Complete Application

Legal Description and Location Map

Justification Statement

Mailing labels and property address list for Certified Mail

Written statements from all public utility companies serving the Town of Lake Park, including water, sewer, electric and cable television utilities, stating whether or not the proposed abandonment would adversely affect that utility

Signed Cost Recovery Form

Authorized Agent Form, if applicable

**** PLEASE NOTE THAT ONCE AN APPLICATION IS SUBMITTED AND DEEMED COMPLETE, A TOWN APPRAISAL OF THE PROPOSED ABANDONMENT AREA WILL NEED TO BE PERFORMED AT THE EXPENSE OF THE APPLICANT. THE COSTS OF THE APPRAISAL ARE DUE IN ADVANCE AND WILL BE COMMUNICATED WITH THE APPLICANT FOLLOWING SUBMITTAL (*IF THE ESCROW FEES DO NOT SUFFICE*). IN ADDITION, THE COMMUNITY DEVELOPMENT DIRECTOR, PUBLIC WORKS DIRECTOR, TOWN ENGINEER, TOWN ATTORNEY AND OTHER STAFF ADVISORS AS APPROPRIATE, WILL REVIEW THE COMPLETED APPLICATION AND ISSUE COMMENTS. ONCE ALL COMMENTS ARE SATISFIED, A TOWN COMMISSION PUBLIC HEARING WILL BE SCHEDULED. THE APPLICANT WILL ALSO BE REQUIRED TO POST SIGNS (AT THE SITE) SETTING FORTH NOTICE OF THE PROPOSED ABANDONMENT, AND OF THE DATE OF THE HEARINGS TO BE HELD THEREON BY THE TOWN COMMISSION****

****FOLLOWING TOWN COMMISSION APPROVAL, IT WILL BE THE APPLICANT'S RESPONSIBILITY TO FILE A CERTIFIED COPY OF THE ABANDONMENT ORDINANCE IN THE OFFICIAL RECORDS OF THE CLERK OF THE CIRCUIT COURT FOR PALM BEACH COUNTY, AND TO FURNISH TWO COPIES OF THE RECORDED DOCUMENT TO THE COMMUNITY DEVELOPMENT DEPARTMENT, ONE FOR THE PROJECT RECORDS AND ONE FOR THE TOWN CLERK'S RECORDS****

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* 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 may 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, 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.

I, EARL D. STEWART, have read and understand the regulations above regarding cost recovery.

Property Owner Signature

Date 03/12/14

REVISED: 10/29/2013, previous versions obsolete

Community

MAR 2 6 2014

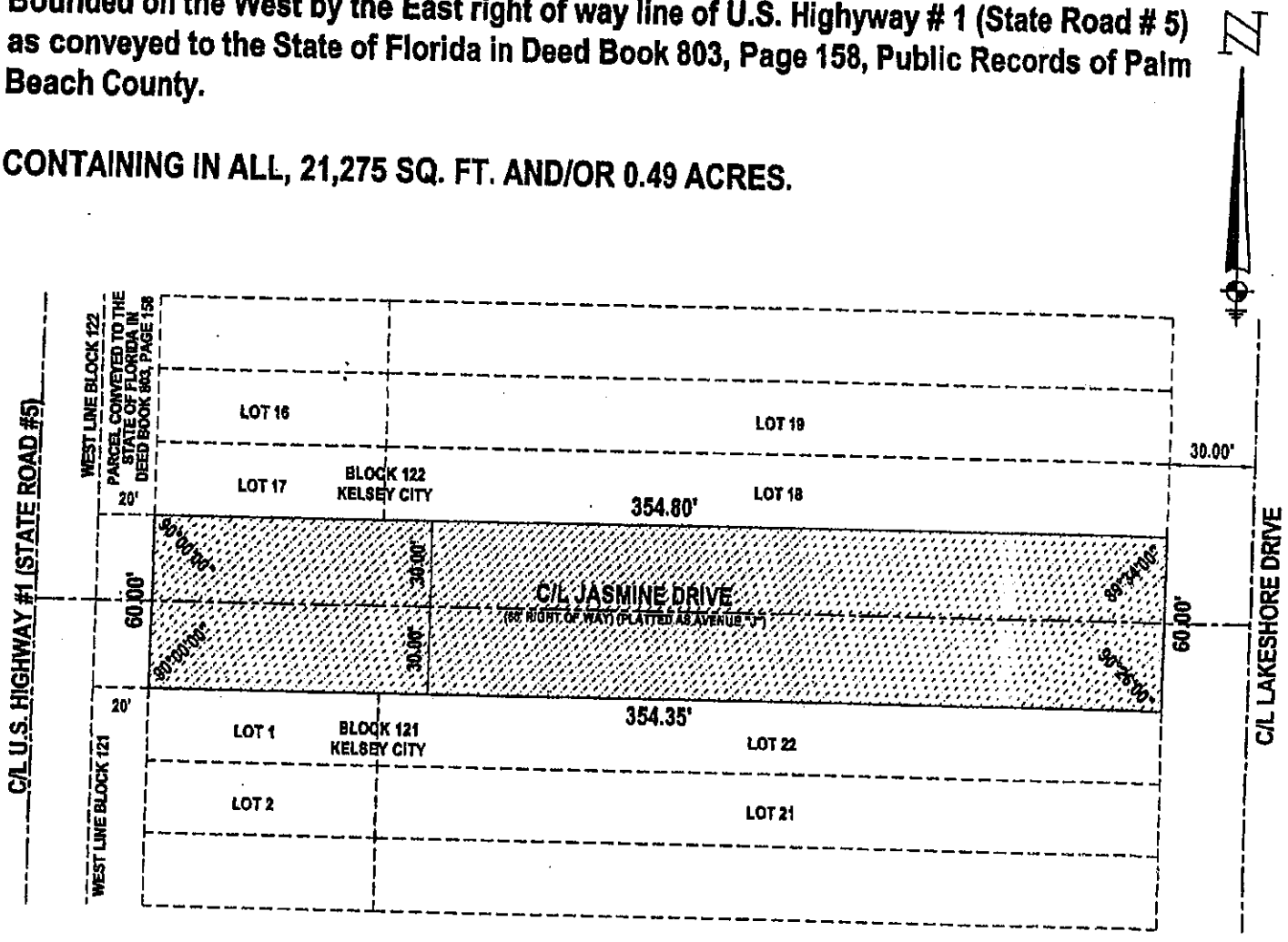
Development

LEGAL DESCRIPTION (Proposed Jasmine Drive Abandonment)

A portion of the existing right of way known as Jasmine Drive and shown as Avenue "J', KELSEY CITY, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, at Plat Book 8, Pages 15 and 35, and more particularly described as follows:

Bounded on the South by the North line of Block 121, said KELSEY CITY; Bounded on the North by the South line of Block 122, said KELSEY CITY; Bounded on the East by the West right of way line of Lake Shore Drive (a 60 foot right of way), said Kelsey City; Bounded on the West by the East right of way line of U.S. Highway # 1 (State Road # 5) as conveyed to the State of Florida in Deed Book 803, Page 158, Public Records of Palm Beach County.

CONTAINING IN ALL, 21,275 SQ. FT. AND/OR 0.49 ACRES.



THIS SKETCH IS NOT A SURVEY

SHEET 1 OF 1

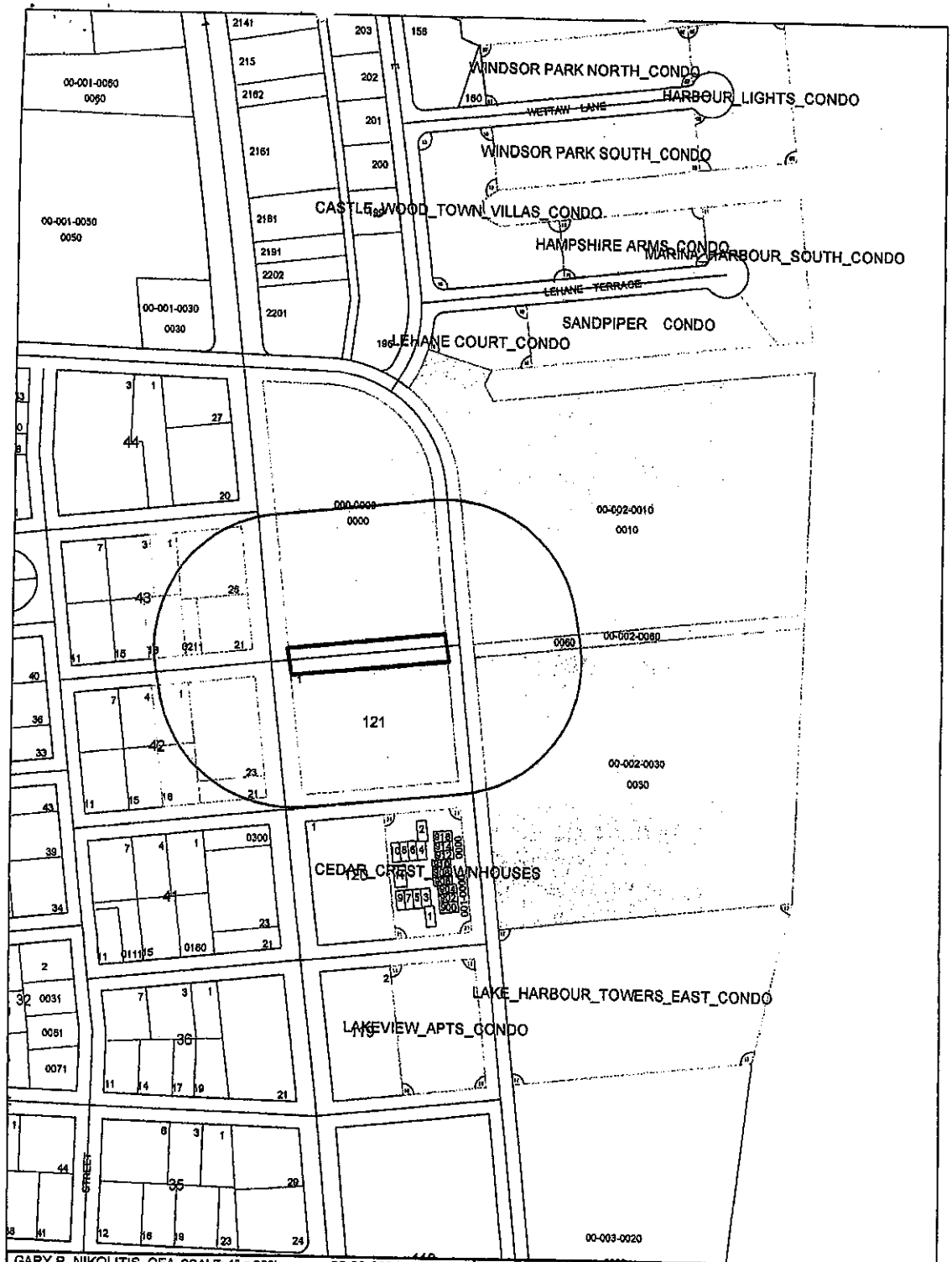
THIS INSTRUMENT WAS PREPARED BY:
IN THE OFFICES OF DONALD D. DANIELS, INC.
FLORIDA CERTIFICATE L.B. NO. 4165
725 NORTH A1A SUITE C111
JUPITER, FL 33477 PHONE (561) 747-9894

DONALD D. DANIELS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 2608

SCALE: 1"=60'

DWG. NUMBER: 95-147.8

DATE: JUNE 18, 2004



GARY R. NIKOLITIS, CFA SCALE: 1" = 200' 06-09-2004
PALM BEACH COUNTY LOCATION:
PROPERTY APPRAISER Rng 43E - Twp 42S - Sec 20

NOTES:

Key:

0 - 300

N

COPY

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

Before me, the undersigned authority, personally appeared **EARL STEWART**, who being sworn on oath, deposes and says:

That, he is the **AUTHORIZED SIGNATORY** of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, which are the owner of certain properties and Developer of the Earl Stewart Toyota Development as described in the attached legal description: *(See attached Exhibit A)*

1. That he is authorized to act on behalf of **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, with regard to this application; and,

2. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, is requesting that the Town of Lake Park abandon a certain portion of E. Jasmine Drive lying between two parcels owned by Earl Stewart Toyota and as more specifically described in the attached Exhibit A; and,

3. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, has appointed **JACK B. OWEN, JR., ESQ., BRAD T. JANKOWSKI, ESQ. AND JACK B. OWEN, JR., P.A.** to act as Agent on its behalf to accomplish the above; and,

4. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, and/or its successors or assigns, commits to proceed with the proposed development in accordance with the Ordinances and Resolutions of approval and such conditions and safeguards as may be set by the Town Commission in such Ordinances and Resolutions; and,

5. That **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, or its successors or assigns, commits to complete the development according to the plans approved by such Ordinances and Resolutions, and to continue operating and maintaining such area, functions, and facilities as are not to be provided, operated or maintained by the Town of Lake Park pursuant to written agreement; and,

6. That, **EARL STEWART, LLC & COMMERCIAL INVESTMENTS, LLC**, commits to bind any successors in title to any commitments made in the approval.

EARL STEWART LLC

By: Earl Stewart
Its: Managing Member

COMMERCIAL INVESTMENTS, LLC

By: Earl Stewart
Its: Managing Member

Sworn to and subscribed before me this 26th day of March, 2014.

(Notary Seal)

Notary Public, State of Florida
Commission Number EE017164
My Commission Expires: 8/15/14

NOTARY PUBLIC-STATE OF FLORIDA
Brad Jankowski
Commission # EE017164
Expires: AUG. 15, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A

LEGAL DESCRIPTION

Lot 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, Block 122, less the West 20 feet for road right-of-way, Kelsey City, (now known as Lake Park), according to the map or plat thereof as recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida.

NOTE: Above Parcel 1 legal description is also included as being a part of STEWART TOYOTA, according to map or plat thereof as recorded in Plat Book 100, Page 148, Public Records of Palm Beach County, Florida.

AND

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, inclusive less the West 20 feet conveyed to the State of Florida in Deed Book 803, at Page 158, and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 Block 12, Kelsey City, (now known as Lake Park), according to the map or plat thereof as recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida.

EARL STEWART TOYOTA JUSTIFICATION STATEMENT
FOR ABANDONMENT OF EAST JASMINE DRIVE

Mr. Mayor and Honorable Town Commissioners, Earl Stewart Toyota submits this application to request that the Town of Lake Park abandon a portion of Jasmine Drive (the "Abandonment"), to amend the Land Use Map to Commercial Residential, and amend the Official Zoning Map to Planned Unit Development (PUD) (collectively referred to herein as the "Amendments"). This justification statement for the proposed Abandonment and Amendments will address the concerns cited by the Town of Lake Park in its application process which are as follows:

- Ingress and egress to any business or individual's property;
- Adverse impact on utility service efficiency, or the future provision of utility services;
- Potential reduction of adjacent property values; and
- Potential elimination of the use of dedicated property for a public purpose, including pedestrian or vehicular access.

In addition, it should be noted that this portion of Jasmine Drive was previously abandoned on August 4, 2004 through Resolution No. 43-07-04 subject to a number of conditions which were previously satisfied.

The public traffic along Jasmine Drive will cease, without having any significantly negative impact on the Town's traffic. In 2004, an analysis prepared by Pinder Toutman Consulting stated that the total 24 hour two-way volume on Jasmine Drive was 540 and the total 24-hour two-way volume on Ilex Drive was 225. If Jasmine Drive were closed, a worst-case scenario would assume that all of the traffic from Jasmine Drive would divert to Ilex Drive. Under this scenario, the 24-hour two-way volume on Ilex Drive would be 765. The adopted Palm Beach County daily LOS D service volume for a two (2) lane undivided roadway was 12,300 vehicles per day. The projected daily volume on Ilex Drive is substantially below the adopted LOS D threshold. The adopted two-way peak hour LOS D service volume was 1,170 vehicles per hour. Also, the projected daily volume is substantially below the peak hour service volume. Recently, Yvonne Ziel Traffic Consultants performed an update of this study and found that the Pinder Toutman analysis should be more conservative based on her observations. In fact, the 2013 daily traffic counts on US1, south of Northlake Boulevard, and on Park Avenue, west of US1, are 25% and 24%, respectively, less than the 2004 daily traffic counts. Based on these figures, the closure of Jasmine Drive between US 1 and Lake Shore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive, and it would remain a reasonable means of ingress and egress to any business or individual's property.

The requested Abandonment will not adversely affect utility service efficiency, or preclude the future provision of public or private utility services. Included in the application for abandonment are four (4) written statements from utility providers that could potentially be affected by this approval. Three (3) of the providers – Florida Public Utilities Company, Comcast, and Seacoast Utility Authority –

have reviewed this request, and have determined that the proposed modifications to the right of way will not interfere with their respective services, and are not objecting to the Abandonment. The fourth, Florida Power & Light, found that there are street lights on the south side of the road and the electric bill is being paid by the Town. The Town has agreed to allow these facilities to be removed on the condition that Earl Stewart covers the expenses associated with the removal process. Therefore, subject to the street light removal, the Abandonment of this right of way will not adversely impact the utility providers' service, or future potential services to be offered.

Our client's need for the Abandonment and Amendments is based on industry regulations. Put simply, the only way an auto dealer may expand without risk of objection from competitors is onto contiguous property. For Earl Stewart, there is nowhere else to go, and more importantly, the proposed Abandonment will result in a significant public benefit. When it occurs, the Town will receive an immediate cash payment for the fair market value of the property in the amount of Three Hundred Thousand Dollars ($300,000.00). Additionally, the Town's tax basis on the property will increase significantly, on an annual and continual basis for years to come, and the development of the property will provide jobs to 20 to 30 additional people. Residents along Lake Shore Drive and surrounding the property will realize improved aesthetics in the form of landscape buffers, and the refurbishing and installment of existing and new structures with new and top quality construction. Likewise, consolidating the two properties will allow additional open space to add said landscape buffers, and will result in Earl Stewart upgrading, updating, and improving the property to bring it into compliance with current codes and to reduce the existing non-conformities on the site. Earl Stewart is also proposing to provide additional streetscape planting, park sitting areas, and a bus shelter for the benefit of the public. Customers will experience a safer, more cohesive walking environment resulting from the formation of a contiguous property connecting the main show room and the used car show room. Whereas, currently customers are forced to be observant of traffic to cross Jasmine Drive to traverse to and from the new and used car showrooms. An additional safety benefit of consolidating the properties is that it will allow Earl Stewart to load and unload vehicles within the confines of the site rather than on Jasmine Drive. Earl Stewart Toyota has been serving the Lake Park and surrounding communities since 1975, and it has been home to one of the nation's most upscale and successful Toyota line dealerships, and by permitting this Abandonment and Amendments, it will provide an opportunity for Earl Stewart Toyota to remain in Lake Park as a known commodity with an outstanding track record as builder, developer, land and business manager and community leader.

Lastly, while the proposed Abandonment and Amendments will eliminate the potential use of dedicated property for pedestrian and vehicular access, it will allow Earl Stewart Toyota to run a first class car dealership, which provides employment to many Lake Park citizens, a significant tax base, and continue its reputation as a leader in the community. The reduced vehicular access will add minimal traffic and pedestrian burden to other streets surrounding the property, however, as the traffic report cited previously indicates, it will have a relatively minimal impact and is far outweighed by the benefits of upgraded facilities, a landscape buffer to surrounding property owners, a safer pedestrian environment, increased tax base for Lake Park and increased employment opportunities for Lake Park residents.

Thank you for your time and consideration of this application for Abandonment of the right of way at Jasmine Drive and the Amendments to the Land Use and Official Zoning Map. Earl Stewart Toyota is committed to continuing the great service and quality they have provided to the Lake Park community for the past 40 years, and the approval of these requests will only strengthen the commitment he has to improving upon that service and quality.

YVONNE ZIEL TRAFFIC CONSULTANTS

60 SE River Lights Court, Stuart, Florida 34996 Telephone (561) 624-7262

March 12, 2014

Ms. Nadia DiTomasso
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Earl Stewart Toyota - Jasmine Road Abandonment

Dear Ms. DiTomasso:

Yvonne Ziel Traffic Consultants was retained to determine if the count data from the abandonment analysis prepared by Pinder Troutman Consulting in 2004 for the abandonment of Jasmine Drive between US 1 and Lake Shore Drive (attached) should be updated.

I reviewed count data along US 1, Northlake Boulevard and Park Avenue and found the following as shown in Table 1 below:

Table 1
Traffic Count Comparison

	DAILY			AM			PM		
ROADWAY	2004	2013	CHANGE	2004	2013	CHANGE	2004	2013	CHANGE
US1 - S. OF NORTHLAKE BLV	30,316	22,811	-25%	2,286	1,458	-36%	2,669	1,845	-31%
PARK AVE - WEST OF US 1	6,335	4,817	-24%	459	351	-24%	578	422	-27%

As can be seen from Table 1, the 2004 counts were higher than those of 2013 (latest count database). The 2013 counts are at least 24% less than the 2004 counts and therefore the analysis prepared by Pinder Toutman Consulting should be more conservative. I have attached the Palm Beach County count data.

Please contact me with any questions.

Sincerely,

YVONNE ZIEL TRAFFIC CONSULTANTS

YVONNE ZIEL LICENSE No. 42132 PROFESSIONAL ENGINEER STATE OF FLORIDA

3/12/14

Yvonne Ziel, P.E.
Enclosure

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2004
ANALYSIS YEAR: 2010
GROWTH RATE: -0.83%
STATION: 2800
FROM: Park Ave
TO: MIDPOINT
COUNT DATE: 3/8/2004
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2286	1118	1168	2669	1315	1361
Peak Volume	2286	1118	1168	2669	1315	1361
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2286	1118	1168	2669	1315	1361

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2013
ANALYSIS YEAR: 2015
GROWTH RATE: -3.60%

STATION: 2800
FROM: Park Ave
TO: MIDPOINT
COUNT DATE: 4/3/2013
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1458	631	827	1845	993	855
Peak Volume	1458	631	827	1845	993	855
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1458	631	827	1845	993	855

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2004
ANALYSIS YEAR: 2010
GROWTH RATE: 5.27%

STATION: 2833
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 3/17/2004
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	459	232	227	578	312	270
Peak Volume	459	232	227	578	312	270
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	459	232	227	578	312	270

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2013
ANALYSIS YEAR: 2018
GROWTH RATE: -4.94%

STATION: 2833
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 1/14/2013
PSF: 1

Report Created: 03/12/2014

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	351	144	207	422	175	247
Peak Volume	351	144	207	422	175	247
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	351	144	207	422	175	247

Palm Beach County 2004 Count Data

STATION	STATION	STREETNAME	LOCATION		PEAK 2,004	GROWTH RATE	AM SB/WB	AM NB/EB	AM 2WAY	PM SB/WB	PM NB/EB	PM 2WAY
2833	2833	PARK AV	100' E of 10th St	2	6,335	5.3%	227	232	459	270	312	578
2832	2832	US-1	500' N of Northlake Blvd	6								
2800	2800	US-1	N City Limit Lake Park	4	30,316	-0.8%	1168	1118	2,286	1361	1315	2,669
1802	1802	US-1	100' N of Jupiter Inlet Bridge	4	24,905	-0.6%	1042	922	1,864	920	1259	2,041

Palm Beach County 2013 Count Data

Roadway	From	To	2013	DATE	GR	AM2	AM_NE	AM_SW	PM_2	PM_NE	PM_SW
PARK AVE	Federal Hwy	10TH St	4817	14-Jan-13	-0.04942	351	144	207	422	175	247
US-1	Park Ave	Northlake Blvd	22811	03-Apr-13	-0.03602	1458	631	827	1845	993	855
US-1	Northlake Blvd	Lighthouse Dr	25413	14-Jan-13		1784	931	864	2313	1126	1187

PINDER TROUTMAN CONSULTING, INC.

Transportation Planners and Engineers

2324 South Congress Avenue, Suite 1H
West Palm Beach, FL 33406
(561) 434-1644 Fax 434-1663
www.pindertroutman.com

July 9, 2004

Mr. Jamie Gentile
Calvin, Giordano & Associates, Inc.
560 Village Boulevard, Suite 340
West Palm Beach, FL 33409

Re: Jasmine Drive Closure – #PTC04-179

Dear Mr. Gentile:

The purpose of this letter is to provide a traffic analysis of the potential impacts of the closure of Jasmine Drive between US 1 and Lake Shore Drive in the Town of Lake Park.

Twenty-four hour automatic machine counts were conducted on both Jasmine Drive and Ilex Drive east of US 1. These counts were completed on Wednesday July 7, 2004. Traffic counts are provided in Appendix A.

The total 24 hour two-way volume on Jasmine Drive was 540 and the total 24-hour two-way volume on Ilex Drive was 225. If Jasmine Drive were closed, a worst-case scenario would assume that all the traffic from Jasmine Drive would divert to Ilex Drive. Under this scenario, the 24-hour two-way volume on Ilex Drive would be 765. The adopted Palm Beach County daily LOS D service volume for a two (2) lane undivided roadway is 12,300 vehicles per day. The projected daily volume on Ilex Drive is substantially below the adopted LOS D threshold. The adopted two-way peak hour LOS D service volume is 1,170 vehicles per hour. Also, the projected daily volume is substantially below the peak hour service volume.

In conclusion, the closure of Jasmine Drive between US 1 and Lake Shore Drive will not result in a deterioration of the operations on the adjacent link of Ilex Drive.

Please contact this office if you have any questions regarding the contents of this letter.

Very truly yours,

Kabart M. Pinder, AICP
Principal

KMP/ldr

Attachments

cc: George Gentile

COPY

Letter Gentile 04-179 7-9-04

Traffic Survey Specialists, Inc. 624 Garoenia Terrace
Delray Beach, Florida 33444 Phone (561) 272-3255
Volume Report with 24 Hour Totals

****

ata File : D0707001.PRN
tation : 000000070602
dentification : 000110252093 Interval : 15 minutes
tart date : Jul 7, 04 Start time : 00:00
top date : Jul 7, 04 Stop time : 24:00
ity/Town : Lake Park, FL County : Palm Beach
ocation : E Jasmine Drive East of US1

****

ul 7 Eastbound Volume for Lane 1

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	1	2	3	2	2	2
30	1	3	1	0	1	0	1	4	5	6	7	2
45	1	1	0	0	0	0	3	2	6	2	4	4
00	0	0	1	0	0	0	2	4	1	5	3	1
r Total	3	4	2	0	1	0	7	12	15	15	16	9

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	4	7	5	1	7	2	2	4	3	4	0	0
30	5	7	6	3	4	7	1	3	4	2	0	0
45	5	6	4	3	6	2	2	2	3	6	1	1
00	2	9	6	3	3	5	4	6	4	2	2	0
r Total	16	29	21	10	20	16	9	15	14	14	3	1

4 Hour Total : 252
M peak hour begins : 07:45 AM peak volume : 18 Peak hour factor : 0.75
M peak hour begins : 13:00 PM peak volume : 29 Peak hour factor : 0.81

****

ul 7 Westbound Volume for Lane 2

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	0	0	0	1	0	0	3	0	2	7	6	9
30	2	2	1	0	3	0	0	5	6	5	7	6
45	1	0	0	0	1	1	0	7	3	5	9	8
00	0	1	1	1	0	0	0	4	2	5	5	2
r Total	3	3	2	2	4	1	3	16	13	22	27	25

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	7	5	4	2	4	8	6	4	3	1	1	2
30	6	7	4	3	6	2	0	1	8	1	1	2
45	5	2	5	4	4	5	3	5	2	4	0	0
00	3	3	9	5	3	3	6	3	4	1	0	0
r Total	21	17	22	14	17	18	15	13	17	7	2	4

4 Hour Total : 288
M peak hour begins : 10:15 AM peak volume : 30 Peak hour factor : 0.83
M peak hour begins : 14:00 PM peak volume : 22 Peak hour factor : 0.61

****

ata File : D0707001.PRN
tation : 000000070602
dentification : 000110252093 Interval : 15 minutes
tart date : Jul 7, 04 Start time : 00:00
top date : Jul 7, 04 Stop time : 24:00
ity/Town : Lake Park, FL County : Palm Beach
ocation : E Jasmine Drive East of US1

ul 7 Total Volume for All Lanes

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	1	0	0	4	2	5	9	8	11
30	3	5	2	0	4	0	1	9	11	11	14	8
45	2	1	0	0	1	1	3	9	9	7	13	12
00	0	1	2	1	0	0	2	8	3	10	8	3
r Total	6	7	4	2	5	1	10	28	28	37	43	34

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	11	12	9	3	11	10	8	8	6	5	1	2
30	11	14	10	6	10	9	1	4	12	3	1	2
45	10	8	9	7	10	7	5	7	5	10	1	1
00	5	12	15	8	6	8	10	9	8	3	2	0
r Total	37	46	43	24	37	34	24	28	31	21	5	5

4 Hour Total : 540
M peak hour begins : 10:15 AM peak volume : 46 Peak hour factor : 0.82
M peak hour begins : 13:00 PM peak volume : 46 Peak hour factor : 0.82

Traffic Survey Specialists, Inc. 624 Gardenia Terrace
Delray Beach, Florida 33444 Phone (561) 272-3255
Volume Report with 24 Hour Totals

ata File : D0707002.PRN
tation : 000000070601
dentification : 000058410082
tart date : Jul 7, 04
top date : Jul 7, 04
ity/Town : Lake Park, FL
ocation : E Ilex Drive East of US1

Interval : 15 minutes
Start time : 00:00
Stop time : 24:00
County : Palm Beach

il 7 Eastbound Volume for Lane 1

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	0	0	0	0	0	0	1	1	0	1	2	0
30	2	1	0	0	0	1	0	0	1	1	1	3
45	0	0	0	0	0	0	1	1	0	2	2	1
00	1	0	0	0	0	0	1	0	0	2	2	2
r Total	3	1	0	0	0	1	3	2	1	6	7	6

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	2	2	1	2	1	2	4	3	4	1	4	0
30	4	0	1	3	5	1	2	0	0	1	1	0
45	0	1	1	7	2	2	4	2	3	1	0	0
00	3	4	7	2	4	1	0	2	3	2	0	0
r Total	9	7	10	14	12	6	10	7	10	5	5	0

Hour Total : 125
peak hour begins : 11:30 AM peak volume : 9 Peak hour factor : 0.56
peak hour begins : 14:45 PM peak volume : 19 Peak hour factor : 0.68

il 7 Westbound Volume for Lane 2

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	1	1	1	1	1	2
30	1	0	0	0	0	0	2	1	1	2	1	1
45	1	0	0	0	0	0	1	0	2	1	3	1
00	1	1	0	0	1	1	1	2	1	1	2	2
r Total	4	1	0	0	1	1	5	4	5	5	7	6

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	2	0	1	2	1	3	0	2	1	1	0	2
30	1	1	0	0	2	1	0	0	2	1	2	0
45	1	1	3	0	2	2	2	2	2	0	0	2
00	3	0	6	0	1	4	1	0	0	0	3	1
r Total	7	2	10	2	6	10	3	4	5	2	5	5

Hour Total : 100
peak hour begins : 10:15 AM peak volume : 8 Peak hour factor : 0.67
peak hour begins : 14:15 PM peak volume : 11 Peak hour factor : 0.46

Traffic Survey Specialists, Inc. 624 Gardenia Terrace
Delray Beach, Florida 33444 Phone (561) 272-3255
Volume Report with 24 Hour Totals

ata File : D0707002.PRN
tation : 000000070601
dentification : 000058410082 Interval : 15 minutes
tart date : Jul 7, 04 Start time : 00:00
top date : Jul 7, 04 Stop time : 24:00
ity/Town : Lake Park, FL County : Palm Beach
ocation : E Ilex Drive East of US1

ul 7 Total Volume for All Lanes

nd Time	00	01	02	03	04	05	06	07	08	09	10	11
15	1	0	0	0	0	0	2	2	1	2	3	2
30	3	1	0	0	0	1	2	1	2	3	2	4
45	1	0	0	0	0	0	2	1	2	3	5	2
00	2	1	0	0	1	1	2	2	1	3	4	4
r Total	7	2	0	0	1	2	8	6	6	11	14	12

nd Time	12	13	14	15	16	17	18	19	20	21	22	23
15	4	2	2	4	2	5	4	5	5	2	4	2
30	5	1	1	3	7	2	2	0	2	2	3	0
45	1	2	4	7	4	4	6	4	5	1	0	2
00	6	4	13	2	5	5	1	2	3	2	3	1
r Total	16	9	20	16	18	16	13	11	15	7	10	5

4 Hour Total : 225
M peak hour begins : 10:30 AM peak volume : 15 Peak hour factor : 0.75
M peak hour begins : 14:45 PM peak volume : 27 Peak hour factor : 0.52

Comcast

March 19, 2014

RE: PETITION TO ABANDON/VACATE SECTION OF RIGHT OF WAY OF EAST JASMINE DRIVE LAKE PARK

Dear Mr Jankowski,

Comcast has no conflict with the location of the above mentioned. If the scope of work or project limits should change on this project please let me know.

Please call 1-800-432-4770, 811 or www.callsunshine.com before you dig.

If you have any further questions, please feel free to contact us during normal business hours at 561-882-4310.

Sincerely,

Mark A. Milford
Comcast

FEC Regional Construction
561-882-4310
Mark_Milford@cable.comcast.com

AT&T Florida
2021 South Military Trail
West Palm Beach, Florida 33415
robert.lowen@att.com

T:561.357.6615
C:561.329.5451
F:561.964.3499

March 18, 2015

Mr. Brad T. Jankowski
Owen Law
4500 PGA Blvd. Suite 200
Palm Beach Gardens, Fl. 33418

Re: ATT Florida's Response for R/W Abandonment of East Jasmine Drive East of US-1 in the Vicinity of Earl Stewart Toyota

Mr. Jankowski:

A records investigation indicates that ATT Florida has a buried cable along the north side of the E. Jasmine Drive R/W. It feeds the aerial cable along the east side of US-1.

ATT will require a utility easement in lieu of the R/W occupancy to maintain the existing facilities as well as 2-4" PVC conduits crossing the property within the utility easement. These conduits would allow ATT to place cables for future communication needs through the property without interfering with the business. Contingent upon these items, the abandonment will not adversely affect AT&T.

Please contact Mr. Otis Keeve , (954)723-2540 to coordinate the above-referenced request, and please accept this as ATT Florida's response to your request for a written statement regarding this matter.

Sincerely,

Robert C. Lowen
Manager-Operations, ATT Florida

Attachment: aerial photo as provided to ATT

Cc: Otis Keeve

USA

FLORIDA PUBLIC UTILITIES
energy for life

Community
MAR 26 2014
Development

002_NO OBJECTION
March 18, 2014

RE: PETITION TO ABANDON/VACATE SECTION OF RIGHT OF WAY OF EAST JASMINE DRIVE LAKE PARK

Mr. Jankowski:

We have reviewed your request and have determined that the proposed modifications to the right of way will not interfere with any provisions of our services; therefore we have no objection to the abandonment of the easement described above.

If you have any additional questions or concerns please feel free to call me at 561-838-1817.

Sincerely,

IVAN GIBBS
ENG TECH

March 17, 2015

Ms. Nadia DiTommaso
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
NDiTommaso@lakeparkflorida.gov

Re: Petition to Abandon/Vacate Section of Right of Way of East Jasmine Drive, Lake Park

Dear Ms. DiTommaso:

Please be advised that Florida Power & Light ("FP&L") has no objection with the removal of the facilities at the location described in your letter dated March 16, 2015, and under the terms and conditions set forth in same. The removal of the facilities will not adversely affect FP&L. A formal letter that will need to be signed by the Engineer Lead or Area manager will be provided to abandon the right of way once payment has been made. An invoice for the full amount and the agreement to be signed by the Town of Lake Park will be provided within two weeks. Please call me with any questions or concerns.

Sincerely,

Greg Santander
Technical Specialist II
561-616-1610

Community
Development
Department

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

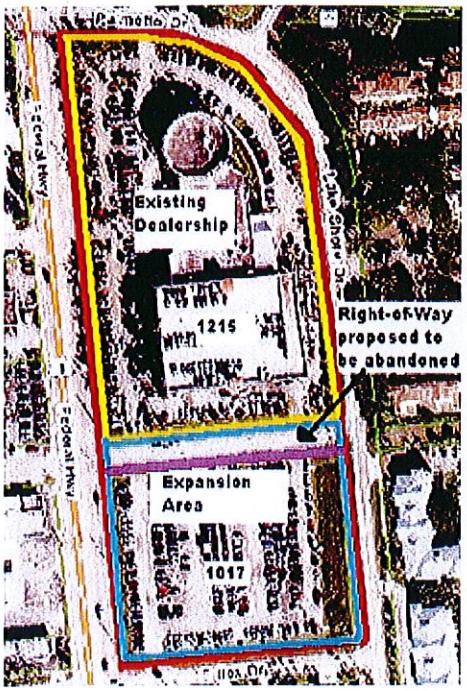
www.lakeparkflorida.gov

March 16, 2015

Mr. Greg Santander
Florida Power & Light

Re: Written Statement for Earl Stewart Toyota Abandonment Application

Dear Mr. Santander,



Per FPL's request, the purpose of this letter is to formally request that Florida, Power & Light remove the street lights, poles, and cables located in the right-of-way located on a 0.49-acre portion of East Jasmine Drive located between two lots owned by Earl Stewart Toyota as shown on the drawing.

On March 26, 2014, Earl Stewart Toyota ("Earl Stewart") submitted an application to request that the Town of Lake Park (the "Town") abandon a portion of East Jasmine Drive (the "Right-of-Way") located in between two lots owned by Earl Stewart. The application requires the various public utility companies serving the Town to issue written statements stating whether the proposed abandonment would adversely affect that utility. Florida Power & Light ("FPL") is one of the public utility companies the Town requires to provide this written statement. As part of the application's due diligence process, Earl Stewart learned FPL is responsible for the management and maintenance of street lights, poles, and cables located in the Right-of-Way, which will need to be removed pursuant to a written request from the Town.

Therefore, please consider this letter as the Town's formal request to remove the street lights, poles, and cables as part of abandoning this certain Right-of-Way, contingent upon the Right-of-Way and site plan approval by the Town Commission. The Town understands there will be a charge for the removal of these facilities, and arrangements have already been made with Earl Stewart for payment of the removal. **Earl Stewart Toyota will be responsible for ALL costs associated with the removal and restoration of the site. This removal is contingent upon the approval of the abandonment of the right-of-way and the site plan application for the expansion of the dealership.** Please acknowledge your acceptance of this request with a written statement stating that following the removal of the facilities mentioned herein, the abandonment will not adversely affect FP&L.

Thank you for your time and consideration of this request.

Sincerely,

Nadia DiTommaso
Community Development Director
Town of Lake Park

EXECUTIVE OFFICE

Seacoast Utility Authority

Mailing Address:
P.O. Box 109602
Palm Beach Gardens,
Florida 33410-9602

March 19, 2014

Mr. Brad T Jankowski
4500 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33418

Re: Letter of No Objection

Dear Mr. Jankowski:

This letter will confirm that Seacoast Utility Authority has no objection to the proposed abandonment of that portion of Jasmine Drive right-of-way lying between Federal Highway and Lakeshore Drive in the Town of Lake Park, Florida as set forth in your petition and dated March 18, 2014.

Should you have any questions, please feel free to contact me at (561) 627-2900 extension 314.

Sincerely,

SEACOAST UTILITY AUTHORITY

Rim Bishop
Executive Director

cc: B. Gregg

Appraiser Realty Institute

Community

FEB 25 2015

Development

February 20, 2015

Town of Lake Park
Community Development Department
Via Email:nditommaso@lakepark.gov

Attn: Nadia Di Tommaso
Community Development Director

Dear Director Di Tommaso:

In accordance with your request I have updated the appraisal for the Road Right-away of East Jasmine, in Lake Park, Florida. I have utilized the Sales Comparison Approach to value in this Restricted report.

This is a Restricted report because of the format and reporting method chosen and agreed upon. This report is not so restricted as to lead to an impression that the Appraiser has not followed the Uniform Appraisal Practices as set forth by the Appraisal Institute. The report is an update to a previous assignment request by the Town of Lake Park and in the Town's possession.

The Appraiser does not have any present or contemplated interest in the Subject Property and will not receive any benefits or detriments as contingencies on the valuation found. The conclusion is based on five sales. Two were improved sales in the Town of Lake Park in which the land value is extracted from the overall sale price base on the percentage that the Palm Beach County Property Appraiser accesses the to the land, then multiplied by the sale price, and divided the extracted land value by the site's square footage. This give a price per square foot for the particular sales. The other three sales are vacant land, of similar size, in Riviera Beach on Broadway, West Palm Beach on South Dixie Highway and in Lake Worth on North Dixie Highway.

All sales occurred between April and December, 2014. No time adjustment is considered because, although residential real estate sales have increased in numbers and values, the commercial real estate market tends to lag behind home sales, and the stock market is doing well in case of the need for cash. The current world wide economy may be slowing, contracting, and the desire for liquid assets, as opposed to real estate, seems to be prevailing.

This assignment is somewhat unique in that the Subject Property, East Jasmine Drive, is a paved street connecting Federal Highway to Lakeshore Drive between located between the anticipated Buyers' retail car sales Businesses. The setbacks, easements, power lines, sewer and water lines could render a substantial portion of this property unbuildable and this property will have the most benefit to the Buyer for an increased density of automobile sales.

This fact may increase the value in use for the potential Buyer.

The Sales indicate a wide range of values with the vacant land sales in West Palm Beach and Lake Worth at approximately $17 to $18 per square foot. The Riviera Beach vacant land sale and extracted estimates of land values from the Lake Park improved sales range from $3 to $7 per square foot.

The weighted averages of all the sales indicate a Market Value is approximately the same as the previous report requested and supplied to the Town.

It is the opinion of the appraiser that the Fair Market Value of the Subject Property as of December 31, 2014 is:

THREE HUNDRED THOUSAND DOLLARS

(300,000)

F. Ted Brown, III
Florida State Certified General Appraiser
RZ 1992

Appraiser Realty Institute
3688 Cypress Street
Palm Beach Gardens, Florida 33410

Phone: 561-842-4600
Fax: 561-839-1421

Community
MAY - 9 2014
Development

Appraiser Realty Institute

May 8, 2014

Nadia Di Tommaso
C/O Town of Lake Park
535 Park Avenue
Lake Park, Fl 33403

Dear: Nadia Di Tommaso

In accordance with your request, I have prepared a Restricted Use Appraisal Report for the road right-a-way abandonment of East Jasmine Drive, Lake Park, Florida. The Sales Comparison Approach was the only valuation approach considered in preparing this report.

This is a restricted use appraisal report and is intended to comply with the reporting requirements set forth under standards rule 2 – 2C of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it does not present discussions of data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser work file.

The appraiser does not have any present or contemplated interest in the subject property. The appraiser will not receive any benefits or detriments as contingencies on the valuation found.

It is the opinion the value of the subject property as of May 7, 2014, is as follows:

THREE HUNDRED THOUSAND DOLLARS

($300,000)

Sincerely,

F. Ted Brown, III
State Certified General
Real Estate Appraiser
RZ 1992

3688 CYPRESS ST., Palm Beach Gardens, Florida 33410
561.842.4600 Fax: 561.839.1421 www.appraiserrealtyinstitute.com
Affiliated with Ted Brown Real Estate, Inc. – www.tbre.com

INVOICE

FROM:
F Ted Brown, III
Appraiser Realty Institute
3688 Cypress St

Palm Beach Gardens, FL 33410-5674
Telephone Number: (561) 842-4600 Fax Number: (561) 839-1421

TO:
Town Of Lake Park
C/O Nadia Di Tommaso
535 Park Avenue
Lake Park
Florida 33403
E-Mail: nditommaso@lakeparkflorida.gov
Telephone Number: 561-881-3319 Fax Number: 561-882-3323
Alternate Number:

MAY 22 2014

INVOICE NUMBER
L1-2014
DATES
Invoice Date:
Due Date: 5/22/2014
REFERENCE
Internal Order #:
Lender Case #:
Client File #:
FHA/VA Case #:
Main File # on form:
Other File # on form:
Federal Tax ID:
Employer ID:

DESCRIPTION

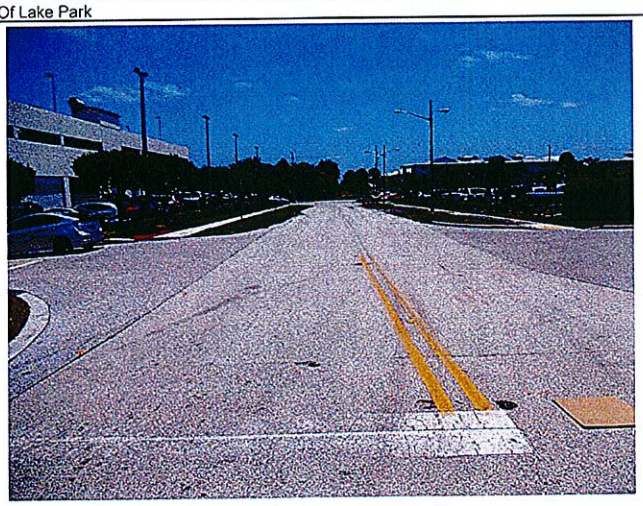
Lender: C/O Town Of Lake Park Client: Town Of Lake Park
Purchaser/Borrower:
Property Address: East Jasmine Drive
City: Lake Park
County: Palm Beach State: Fl Zip: 33403
Legal Description: East Jasmine Road-Right-of-Way

FEES	AMOUNT
	1,200.00
SUBTOTAL	1,200.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 1,200.00

APPRAISAL OF REAL PROPERTY

Borrower				File No.	
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State Fl	Zip Code	33403
Lender/Client	C/O Town Of Lake Park				



LOCATED AT

East Jasmine Drive
Lake Park, Fl 33403
East Jasmine Road-Right-of-Way

FOR

C/O Town Of Lake Park
535 Park Avenue, Lake Park, Florida 33403

OPINION OF VALUE

300,000

AS OF

May 7, 2014

TABLE OF CONTENTS

Invoice 1
Table of Contents/Cover Page 2
Desktop Restricted Use Appraisal Report 3
Land Subject Photos 5
Photograph Addendum 6
Land Comparable Photos 1-3 7
Additional Comparables 4-6 8
Land Comparable Photos 4-6 9
Statement of Limiting Conditions 10
Survey Map 12
Plat Map 13
Location Map 14
Flood Map 15

DESKTOP RESTRICTED USE APPRAISAL REPORT

File #
Loan #

FOR INTERNAL RISK ANALYSIS
VALUE ESTIMATED FROM PUBLIC RECORD DATA ONLY, NO PROPERTY INSPECTION PERFORMED UNLESS OTHERWISE STATED.

Intended Purpose: ☐ Portfolio Evaluation ☐ QC/Audit ☐ Junior Lien ☐ REO/Foreclosure ☒ Other: Sale
Data Source(s) Used: ☐ Lender ☒ Public Records ☐ Owner ☒ Appraiser Files ☒ MLS ☒ Plans & Specs. ☐ Other:
Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

CLIENT AND SUBJECT PROPERTY IDENTIFICATION

Lender/Client Name: C/O Town Of Lake Park — Lender/Client Contact: Nadia Di Tommaso
Lender/Client Address: 535 Park Avenue, Lake Park, Florida 33403
Borrower/Applicant: — Current Owner: Town Of Lake Park
Subject Property Address: East Jasmine Drive — City: Lake Park — State: Fl — ZIP: 33403
Census Tract: 0011.01 — Map Ref.: 48424 — County: Palm Beach
Legal Description: East Jasmine Road-Right-of-Way
Property Type: ☐ Tract SFR ☐ Custom ☐ Condo ☐ Coop ☐ Townhouse ☐ Multifamily ☒ Other: Paved Road

MARKET AREA AND COMPARABLES

Market Value Trend: ☐ Increasing ☒ Stable ☐ Declining
Market Area Name: Lake Park
Typical Market Price Range: $ 10. PSF to $ 18. PSF — Predominant: $ 15. Median PSF
Typical Market Age Range: N/A yrs. to N/A yrs. — Predominant: N/A yrs.

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	East Jasmine Drive Lake Park, Fl 33403	952 Northlake Blvd. Lake Park, Fl 33403	900 Federal Highway Lake Park, Fl 33403	Block 139 Lot 1 LP ADD 3 Lake Park, Fl 33403
Proximity to Subject		1.23 miles W	0.11 miles S	0.69 miles NW
Sales Price	$	$ 268,520	$ 61,750	$ 606,800
Price/Gross Living Area	$ /Sq. Ft.	$ 15.11 /Sq. Ft.	$ 14.79 /Sq. Ft.	$ 17.89 /Sq. Ft.
Date of Sale		9/2013	9/2012	8/2013
Location	Good	Good	Good	Good
Site Size	22,048. SF	17,773 SF	7,248 SF	33,916 SF
Site View	Average	Average	Average	Average
Design (Style)	Vacant	Retail Restaurants	Office	Vacant
Age (yrs.)	Unknown	N/A	N/A	N/A
Condition	Average	Average	Poor	Fair
Above Grade Room Count: Total Rooms / Bedrooms / Bath(s)	None / None / None	3 / N/A / 2	Unknown / Unknown / Unknown	None / None / None
Gross Living Area	None Sq. Ft.	17,773 Sq. Ft.	4,174 Sq. Ft.	33,916 Sq. Ft.
Basement	N/A	N/A	N/A	N/A
Heating/Cooling	N/A	Central	Unknown	N/A
Garage/Carport	N/A	None	None	N?A
Porch, Patio, Deck, etc.	N/A	None	No Added Value	N/A
Amenities/Upgrades	Asphl Pavement/ Sidewalks	Drive Thru	Improved	None
Overall Comparison to Subject Property		☒ Superior ☐ Similar ☐ Inferior	☒ Superior ☐ Similar ☐ Inferior	☐ Superior ☒ Similar ☐ Inferior

EVALUATION SUMMARY

Comments: The Comparables consist of two car lot sales properties, an improved commercial building across the street from the Subject Property, and a Fast Food retail building. The Land value is extracted from the sale prices by computing the land ratio to total value according to Palm Beach County Property Appraisers assessed values, multiplying that ratio by the comparable sale price for the estimated land value. This estimate is divided by the sites square footage for a price per square foot. The per square foot land values are evaluated, compared to the Subject and applied to the Subject Property's square footage. The approximate final values are reconciliated for an estimate of value of the Subject Property.

Opinion of Value: $ 300,000 as of May 7, 2014

CERTIFICATION AND LIMITING CONDITIONS

RESTRICTED USE APPRAISAL REPORT: The Restricted Use Appraisal Report option limits the use of this report to the named client. The appraiser's opinions and conclusions set forth in the report cannot be understood properly without additional information in the appraiser's work file.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report based upon a qualitative sales comparison analysis for use in the mortgage finance transaction.

INTENDED USE: This appraisal is intended for use only by the client and/or its subsidiaries. The function of this appraisal is to help the client analyze the risk associated with making a loan on the subject property.

INTENDED USER(S): The intended user(s) of this appraisal report is the Lender/Client named herein, or it's successors and assigns.

HIGHEST AND BEST USE: The Highest and Best Use of the subject property is assumed to be its present use; that is, one-four (1-4) family residential use.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each
acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing
of title from seller to buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

DESKTOP RESTRICTED USE APPRAISAL REPORT

File #
Loan #

SCOPE OF WORK: The scope of this appraisal consists of identifying the characteristics of the subject property that are relevant to the purpose and intended use of the appraisal. This may be accomplished by reviewing public record data, prior appraisal or other documentation from a disinterested source and which is considered reliable from the appraiser's perspective. Unless otherwise noted in the appraisal, no interior or exterior inspection of the subject property has been made.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison approach. The appraiser has excluded the Cost and Income approaches as not being relevant, given the agreed upon Scope of Work. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible, and the client agrees that the limited service is appropriate given the intended use. The data sources for the comparable sales may include public record data services, multiple listing services, automated valuation models and/or other data sources that become available. The confirmation of comparable sale data, i.e. closed sale documentation and property characteristics, is via public data sources only. The appraiser has not viewed the sales in the field. The data is collected, verified and analyzed, in accordance with the scope of work identified and the intended use of the appraisal. The appraiser acknowledges that an estimate of a reasonable time for the exposure in the open market is a condition in the definition of market value. The subject's marketing time is assumed to be typical for the subject's market area unless otherwise stated.

In the absence of an inspection, the appraiser has made some basic assumptions, including the following:
1. The subject property is assumed to be in average overall condition and generally conforms to the neighborhood in terms of style, condition and construction materials.
2. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.
3. There are no significant discrepancies between the public record information or other data sources and the existing site or improvements.

ANALYSIS OF ANY CURRENT AGREEMENT OF SALE, PRIOR SALE WITHIN THREE YEARS AND RECONCILIATION: Unless otherwise noted, the appraiser has no knowledge of any current agreement of sale nor any current or past listing agreement. Prior sales of the subject property within three years of the effective date of this appraisal have been researched and reported, if available from public record sources. The appraiser has reconciled the quality and quantity of data available into an Opinion of Market Value, in accordance with the intended use and scope of work.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:
1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. Except as noted herein, the appraiser has not made an exterior or interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers reliable and has no reason to believe them to be other than true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the content of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon the development or reporting of predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have not made a personal inspection of the property that is the subject of this report, nor did I make inspections of the comparable sales.
9. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

ADDRESS OF PROPERTY APPRAISED:
East Jasmine Drive
Lake Park, Fl 33403

OPINION OF VALUE OF THE SUBJECT PROPERTY: $ 300,000

EFFECTIVE DATE OF APPRAISAL: May 7, 2014

LENDER/CLIENT:
Contact: Nadia Di Tommaso
Company Name: C/O Town Of Lake Park
Company Address: 535 Park Avenue
Lake Park, Florida 33403

APPRAISER:
Signature:
Name: F. Ted Brown, III
Company Name: Appraiser Realty Institute
Company Address: 3688 Cypress Street
Palm Beach Gardens, Fl 33410
Date of Report/Signature: 05/22/2014
License or Certification #: RZ 1992
Designation: Fl Certified General R. E. Appraiser ST: Fl
Expiration Date of Certification or License: 11/30/2014
Inspection of Subject: ☐ Interior & Exterior ☒ Exterior Only ☐ None
Date of Inspection: May 7, 2014

SUPERVISORY or CO-APPRAISER (if applicable):
Signature:
Name:
Company Name:
Company Address:
Date of Report/Signature:
License or Certification #:
Designation: ST:
Expiration Date of Certification or License:
Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection:

Subject Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Subject Front

East Jasmine Drive
Sales Price
Date of Sale
Location Good
Site/View Average
Amenities/Upgrades Aspht Pavement/ Sidewa

Subject Rear

Subject Street

Photograph Addendum

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

View South

West View

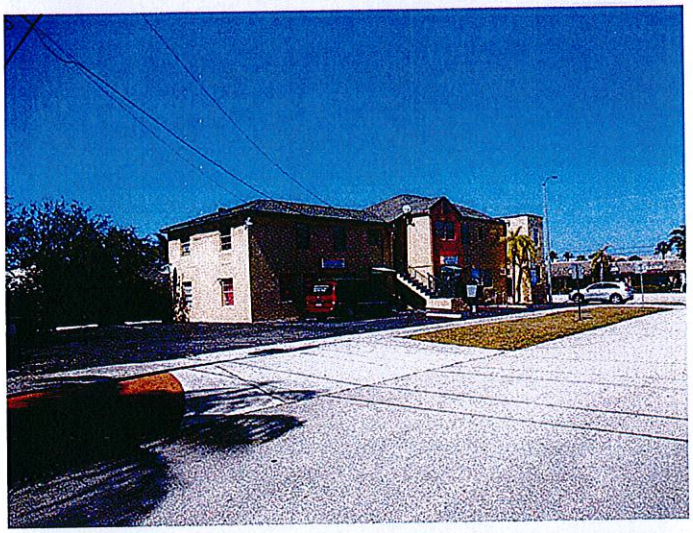
Comparable Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Comparable 1

952 Northlake Blvd.

Prox. to Subj.	1.23 miles W
Sales Price	268,520
Date of Sale	9/2013
Location	Good
Site/View	Average
Amenities/Upgrades	Drive Thru



Comparable 2

900 Federal Highway

Prox. to Subject	0.11 miles S
Sales Price	61,750
Date of Sale	9/2012
Location	Good
Site/View	Average
Amenities/Upgrades	Improved

Comparable 3

Block 139 Lot 1 LP ADD 3

Prox. to Subject	0.69 miles NW
Sales Price	606,800
Date of Sale	8/2013
Location	Good
Site/View	Average
Amenities/Upgrades	None

ADDITIONAL COMPARABLE SALES

File No.
Loan No.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Address	East Jasmine Drive Lake Park, Fl 33403	1209 Northlake Blvd. Lake Park, Fl 33403		
Proximity to Subject		1.50 miles W		
Sales Price	$	$ 748,011	$	$
Price/Gross Living Area	$ /Sq. Ft.	$ 10.10 /Sq. Ft.	$ /Sq. Ft.	$ /Sq. Ft.
Date of Sale		2/2008		
Location	Good	Good		
Site Size	22,048. SF	74,095		
Site View	Average	Average		
Design (Style)	Vacant	Sales Office		
Age (yrs.)	Unknown	Unknown		
Condition	Average	Average		
Above Grade Room Count	Total Rooms: None / Bedrooms: None / Bath(s): None	Total Rooms: 1 / Bedrooms: N/A / Bath(s): 1	Total Rooms: / Bedrooms: / Bath(s):	Total Rooms: / Bedrooms: / Bath(s):
Gross Living Area	None Sq. Ft.	74,095 Sq. Ft.	Sq. Ft.	Sq. Ft.
Basement	N/A	N/A		
Heating/Cooling	N/A	Yes		
Garage/Carport	N/A	None		
Porch, Patio, Deck, etc.	N/A	Yes Covered Walkway		
Amenities/Upgrades	Aspht Pavement/ Sidewalks	Paved Sales Lot		
Overall Comparison to Subject Property		☐ Superior ☒ Similar ☐ Inferior	☐ Superior ☐ Similar ☐ Inferior	☐ Superior ☐ Similar ☐ Inferior

Comments: **SCOPE OF APPRAISAL: The Appraiser inspected the Subject Property on May 7, 2014, the paved road-right-of-way was physically measured and photographed. Prior to the inspection comparable sales were choose, verified, when possible, externally inspected and photographed. Recorded sales are assumed to be arms length transactions when verification sources are unreachable. These properties were all in the city limits of Lake Park with a sale in 2008, a car dealership sale and anther in 2012 deemed to be comparable. The inflation climate and commercial property values have not appreciated significantly during this time frame and no appreciation factor is considered. The Appraiser has a Real Estate Bachelor of Science, has been selling, listing and appraising Commercial real estate since 1983. The Market Approach to Valuation is the only approach considered in this estimate of value. The Cost and Income Approaches to Value are not applicable and were not implemented in this report. The Appraiser used previous assignments, education and expertise in reconciliation of the final valuation.**

Form DRA2.(AC) - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Comparable Land Photo Page

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

Comparable 4

1209 Northlake Blvd.

Prox. to Subj.	1.50 miles W
Sales Price	748,011
Date of Sale	2/2008
Location	Good
Site/View	Average
Amenities/Upgrades	Paved Sales Lot

Comparable 5

Prox. to Subject
Sales Price
Date of Sale
Location
Site/View
Amenities/Upgrades

Comparable 6

Prox. to Subject
Sales Price
Date of Sale
Location
Site/View
Amenities/Upgrades

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

Form ACR2 DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

File No.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: East Jasmine Drive, Lake Park, Fl 33403

APPRAISER:

Signature:
Name: F. Ted Brown, III
Title: Fl Certified General R. E. Appraiser
State Certification #: RZ 1992
or State License #:
State: Fl Expiration Date of Certification or License: 11/30/2014
Date Signed: 05/22/2014

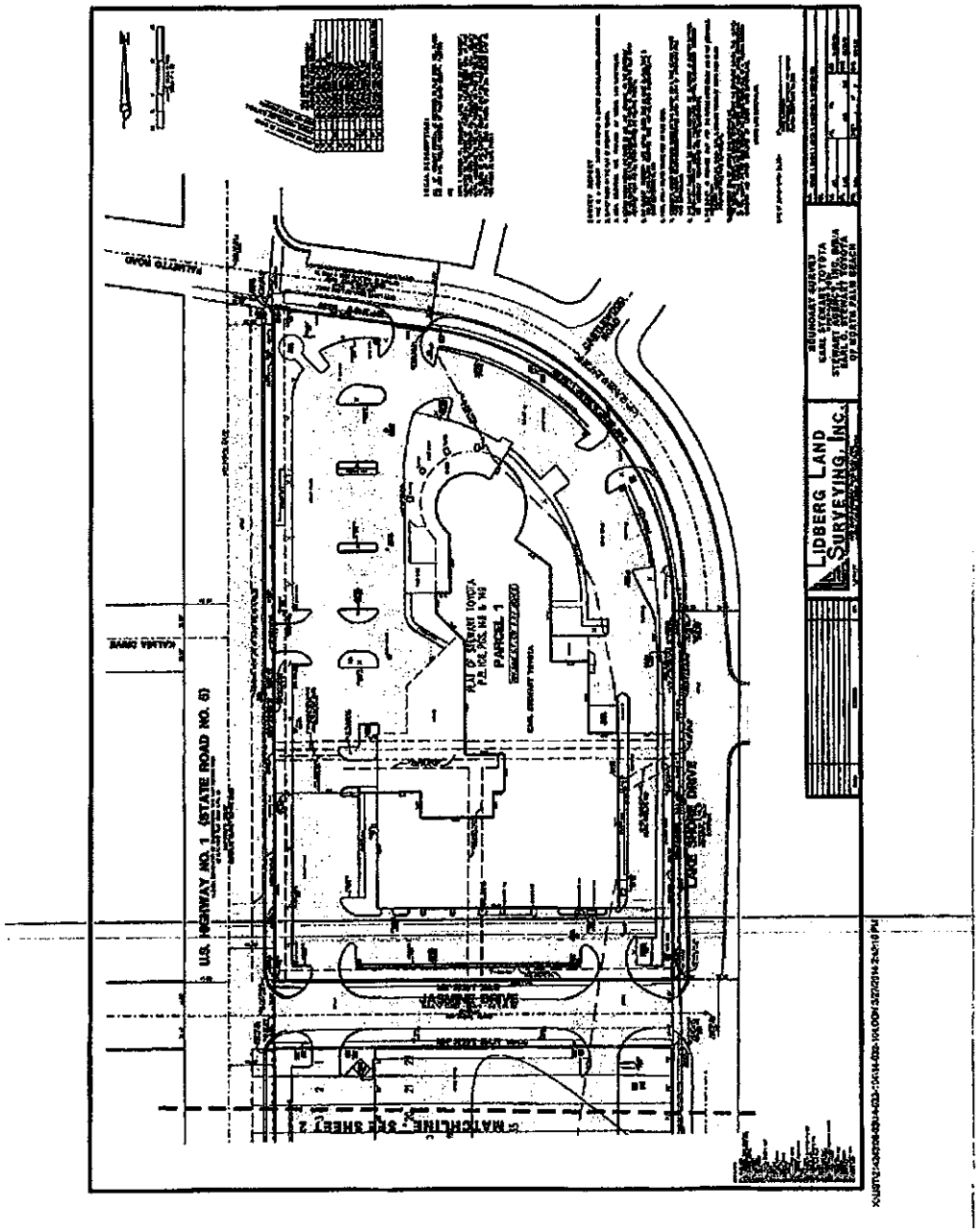
SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
Title:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date Signed:
☐ Did ☐ Did Not Inspect Property

Form ACR2 DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

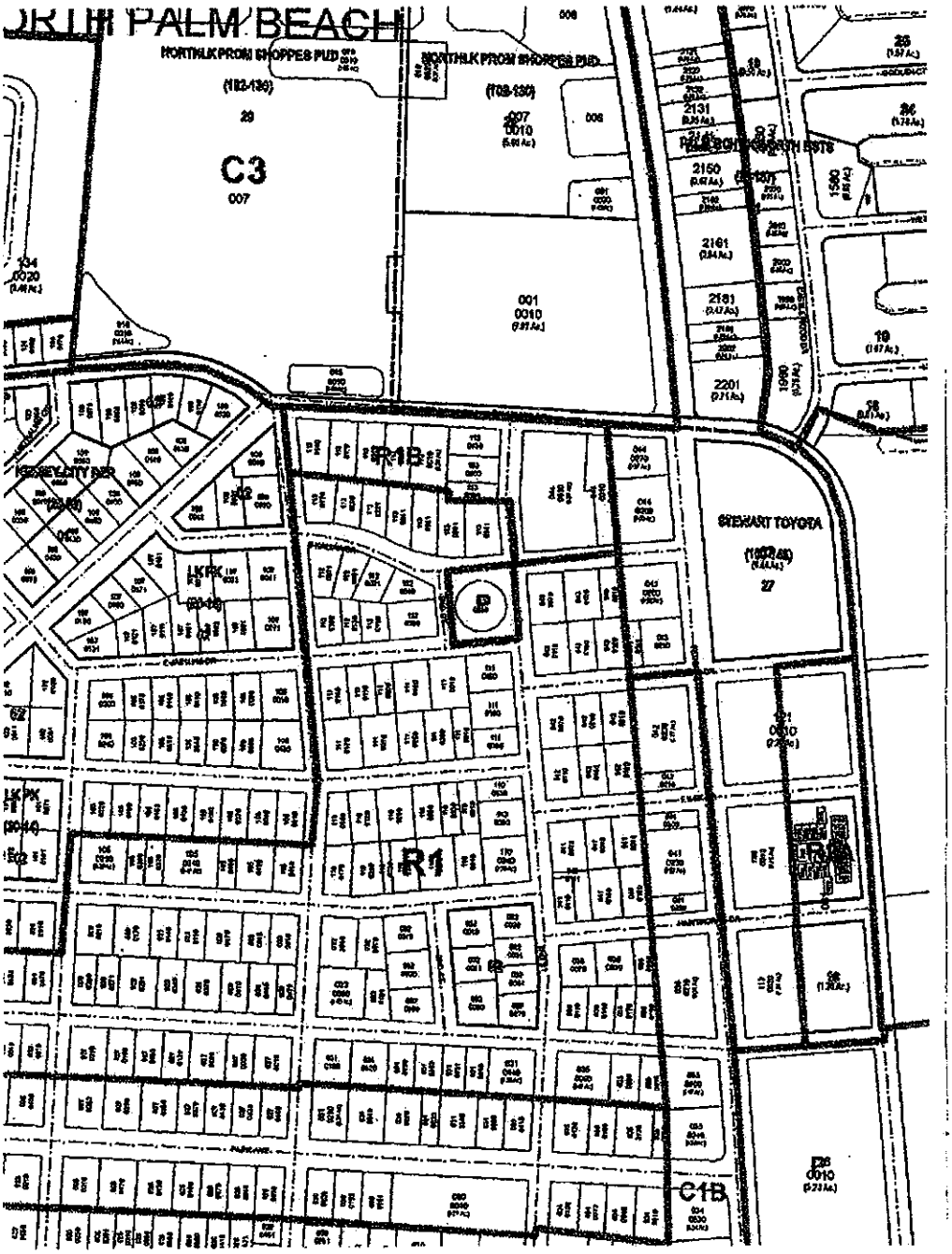
Survey Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State FI	Zip Code 33403
Lender/Client	C/O Town Of Lake Park				



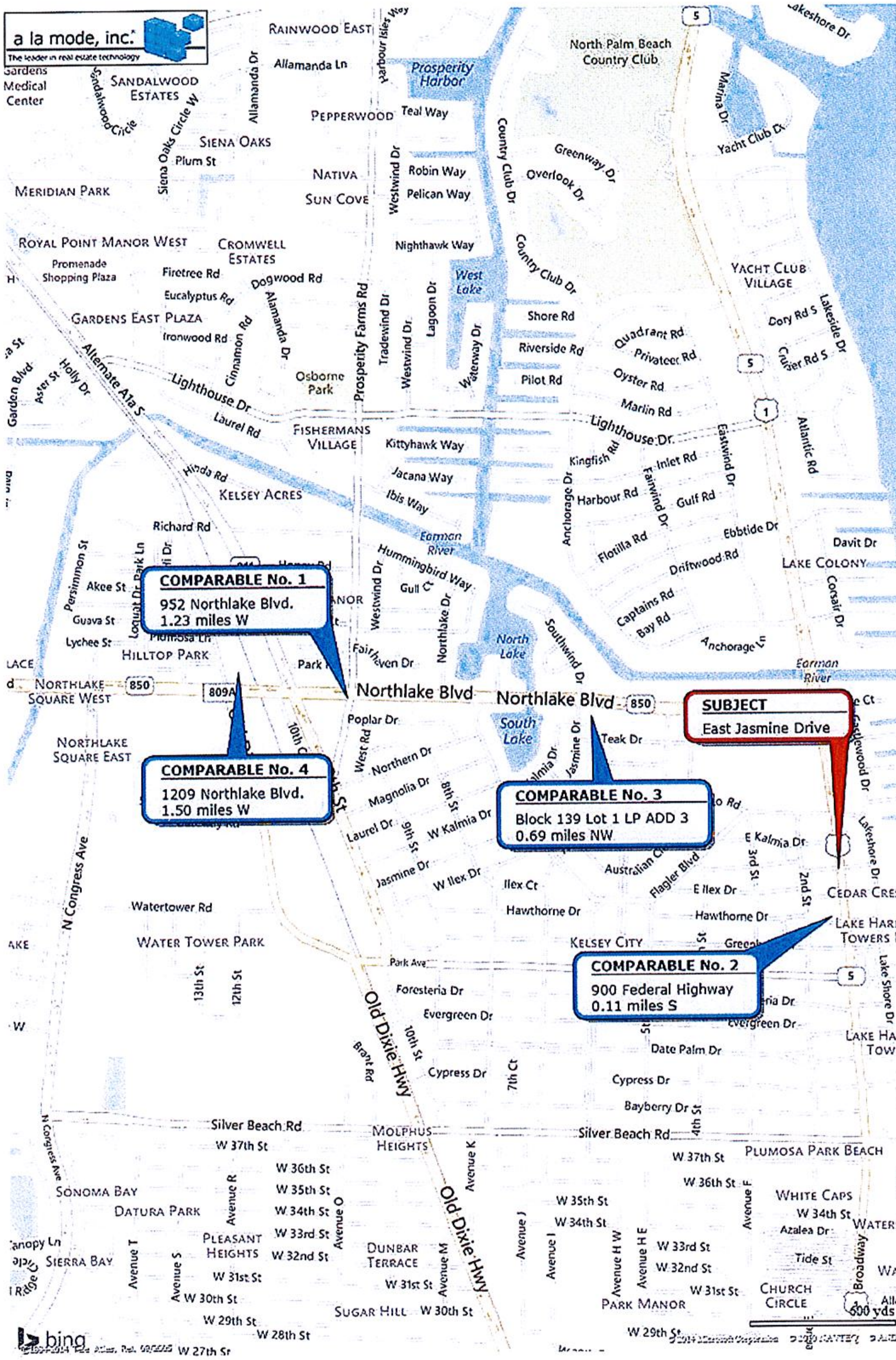
Plat Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County	Palm Beach	State FL	Zip Code 33403
Lender/Client	C/O Town Of Lake Park				



Location Map

Borrower							
Property Address	East Jasmine Drive						
City	Lake Park	County	Palm Beach	State	Fl	Zip Code	33403
Lender/Client	C/O Town Of Lake Park						



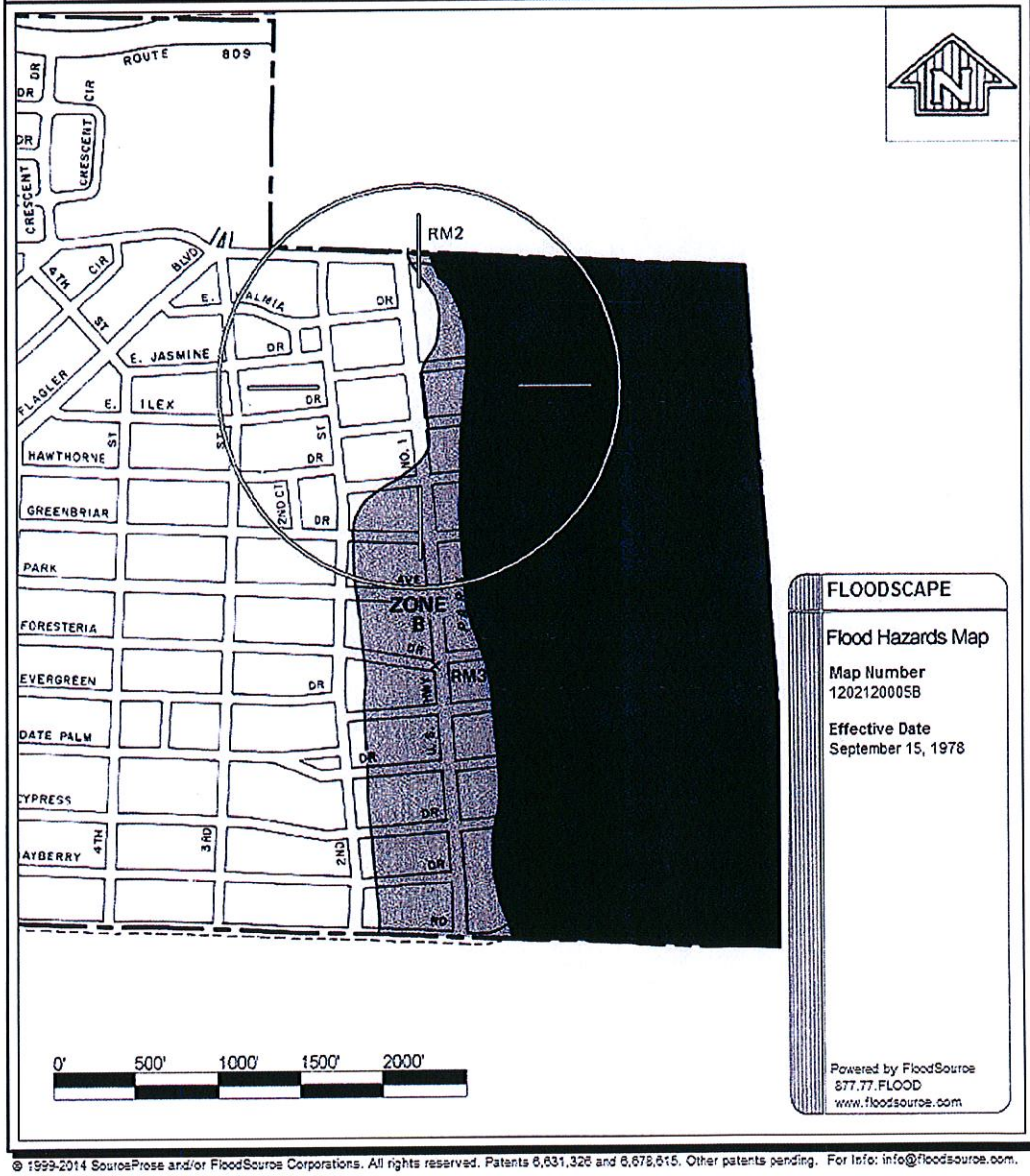
Flood Map

Borrower					
Property Address	East Jasmine Drive				
City	Lake Park	County Palm Beach	State FI	Zip Code 33403	
Lender/Client	C/O Town Of Lake Park				

InterFlood by a la mode
www.interflood.com • 1-800-252-6633

Prepared for:
Appraiser Realty Institute

East Jasmine Drive
Lake Park, Fl 33403



© 1999-2014 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

Right-of-Way

From: jhash2@comcast.net <jhash2@comcast.net>
Sent: Thursday, February 19, 2015 10:59 AM
To: James Dubois; Kim Glas-Castro; Kathleen Rapoza; Erin Flaherty; Michael O'Rourke
Cc: Hash, Janet
Subject: Kilday Urban Design Application 1215 and 1017 Fed. Hwy

Re: 1215 1017 Federal H'wy
Special Exception use approval of vehicle sales establishment
ROW Abandonment, Variance
Earl Stewart Toyota and Commercial Investments LLC's have a team of experts, under the direction of the applicant, to pursue the development of the property they own. The Residents of Lake Park also have a team of experts: our Mayor, Vice-Mayor, Commissioners and town solicitor, whose sworn duty is to do what is best for the people they serve by balancing the growth of our tiny village. The Kilday Urban Design application tests the metal of our representatives to balance the quality of life of residents with business expansion within the small footprint that comprises Lake Park.
The applicant's project proposes to build a 45 foot high structure for the increased storage and distribution of goods acquired by the car dealership, in essence creating a hub for the car dealership on property owned by Commercial Inverstments LLC that has a broad objective of distribution to dealerships other than specific sales at the 1215 Federal Hwy site. At the Feb 2, 2015 planning zoning meeting the reps for Earl Stewart said that to acquire the volume discount from Toyota, a larger volume of cars needed to be bought. Thus the sticky wicket of where to store this increased volume???
Defining the structure as a parking garage is a slight of hand definition that packages the structure neatly into zoning/rezoning.
However, the structure is more accurately defined as a "warehouse" which stores and distributes goods.
This begs the question of the Township turning a Blind Eye to this expansion by using the applicants definition or defining the applicants expansion as to its true nature??
There are many concerns from residents along Lake Shore Dr. who have to view a 45 foot concrete wall extending for 3 blocks blocking out sunsets, sky, openness, light, enjoyment of the quiet of a small town village atmosphere that is tiny Lake Park.

- ROW abandonment of East Jasmine Dr
- Lake Shore Drive uses as entrance/exit for 18 wheelers and other tractor trailers that supply the dealership
- the current parking and unloading of vehicles off Lake Shore Dr creating driving hazards for residential vehicles
- waste water management from a car wash that doesn't seem to be addressed in the application
- noise abatement controls for blowers and dryers in a car wash facility and hours of use for this new part of dealership
- commercial use of car wash/ body shop/ to service fleets

- the concentration of commercial versus residential from Palmeto to Greenbriar under current zoning
- setbacks to Lake Shore Dr on 1017 property owned by Commercial Investments LLC seem to favor aesthetics for dealership and not residents

This application before the Town of Lake Park needs careful consideration by our team of experts. What has been lacking is public input, not because the public affected on both sides of US 1 is not interested and has no opinion, but because the information supplied to residents about the extensive nature of this expansion has been minimized or lacking even in bullet form, details of the 3 Phases of expansion.
The Mayor and Commissioners need to take the deliberate time to sort through and balance the rights of its residents and its businesses regardless of the pressures put upon it by the applicant due to time restrictions.
Respectfully,
Janet Hash Resident Lake Park

Right-of-Way

To: Town of Lake Park

Attn: Nadia DiTommaso

From: Sami Baghdady, Abutter

Date: January 23, 2015

Re: Earl Stewart Toyota/Commercial Investments LLC

In response to the notice dated January 15, 2015 regarding Earl Stewart Toyota, I have several serious concerns regarding their proposal.

To begin with, Toyota had presented this proposal back in 2007. It was debated in a hearing and was denied.

The issues of concern are as follows:

1. Health problems emerging from the toxic fumes from the car storage facility.
2. The acquisition of Jasimin Drive by Toyota diverts the traffic to E. Ilex Drive thus, adding congestion to E. Ilex Drive.
3. The access to the Toyota Facility to E. Ilex Drive is dangerous and causes inconvenience to the residents of E. Ilex Drive.
4. The acquisition of Jasmine Drive and the conversion of residential real estate into commercial real estate alters the character of the town of which we invested.
5. Mr. Stewart has several other properties in the area that can accommodate the type of service he is seeking for E. Ilex. The annexation of Jasmine Drive would cause the traffic to move to E. Ilex.
6. The Town of Lake Park reversed itself. It caused the restaurant that was located on U. S. 1 (Baker) to leave the area because they would not grant him permission to use the lot he purchased on Lake Shore Drive for parking for his customers.

I would like to have my concerns considered before any approval is made.

A concerned citizen (and property owner)

Sami J. Baghdady

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.** 5

Agenda Title: ORDINANCE TO REZONE 1017 FEDERAL HIGHWAY FROM COMMERCIAL-1 (C-1), RESPECTIVELY, TO PLANNED UNIT DEVELOPMENT (PUD).

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

Approved by Town Manager Date: 3/24/2015

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$ Ad will be placed prior to 2nd reading - signs also posted around the property.** Funding Source: **Applicant** Acct. **# 4771** [X] Finance BKR	**Attachments:** → **Ordinance 03-2015** → **Applicant Application** → **Resident Letters**
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] 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:

STAFF REPORT
(Site Plan Application will be presented by Resolution at the April 15, 2015 Town Commission meeting)

HISTORY: The Earl Stewart Toyota vehicle sales dealership was constructed in the mid to late 1970's on 4.47 acres of property with the address of 1215 Federal Highway (the "Site"). The original development of the Site also included a 14,200 square foot Park Center hardware store. The old dealership and Park Center Hardware remained until 2003 when the Property was approved as a PUD by the Commission's adoption on May 21, 2003 of Ordinance 14-05-03. This resulted in the redevelopment of the Site as it exists today. The Ordinance creating the PUD included these waivers to the land development regulations of the Code: (1) a display parking setback of 15 feet instead of 25 feet; (2) to allow for the spacing of shade trees along Federal Highway to be 30 feet instead of 20 feet; (3) the elimination of wheel stops; (4) no planters on the roof of the garage; (5) to allow a 40-foot freestanding monument sign to replace the then-conforming 15-foot freestanding monument sign. The Code allows a maximum 10-foot height for monument signs; therefore, the application proposes to remove this second existing monument sign and replace it with a 10-foot compliant sign.

In 1969 the Commission approved the development of a 2.23 acre parcel with an address of 1017 Federal Highway. This property is located immediately to south of the Earl Stewart Toyota dealership. The Commission's approval authorized the development of a 111-unit hotel known as the Journey's Inn, and a 2,150 square foot restaurant known as the El Colonial. The applicant agreed to demolish the Journey's Inn and Colonial restaurant in exchange for the "temporary" use of the 2.23-acre parcel for vehicular storage and the placement of an office trailer thereon while the applicant finalized plans for the expansion of the dealership. Since then, this "temporary" use has been extended several times, each time predicated on the applicant's preparation of a site plan for the expansion of the dealership.

Together with the applicant's 2004 application to expand the dealership, an application to abandon East Jasmine Drive as a public right-of-way was submitted. The purpose of the abandonment application was to acquire the right-of-way to allow for the expansion of the dealership on to the property which was formerly occupied by Journey's Inn and the El Colonial restaurant. Resolution 43-07-04 approved the abandonment with conditions. However, the applicant did not meet the conditions associated with the abandonment and as a result the abandonment became null and void. Accordingly, East Jasmine Drive remains a public right-of-way.

OVERALL PROPOSAL: Urban Design Kilday Studios ("Applicant") as the authorized agent for Stewart Toyota LLC and Commercial Investments LLC (together referred to herein as "Owner") is again proposing to expand the dealership onto the 1017 property. The dealership operates out of 1215 Federal Highway, which is owned by Earl Stewart, LLC and 1017 Federal Highway (the former Journey's Inn/Colonial restaurant property), owned by Commercial Investments, LLC ("Property Owner") to store and display vehicles used by the dealership.

The Applicant is requesting to amend the existing PUD to include the East Jasmine right-of-way, once abandoned, and the 1017 Federal Highway property within its boundaries. The applicant then proposes to develop the amended PUD in three development phases. The first phase includes a 3-story extension of the existing dealership building onto part of East Jasmine Drive. The extension will create space for an interior car wash, interior preparation area, interior service bays, interior offices, and vehicle display and parking areas. The second phase is focused on the creation of interior office spaces from the shell area of the 3-story extension to be developed in phase 1. The third phase proposes the development of a new parking garage on the existing 1017 Federal Highway parcel with additional parking and display areas.

The applicant also submitted an Abandonment Application. Prior to the approval of the PUD, the abandonment of East Jasmine Drive together with its fair market value compensation and public benefit justification will have to be reviewed and approved by the Town Commission.

Since the applicant proposes to extend the boundaries of the existing PUD to other properties, these properties will also need to be rezoned to a PUD. If the abandonment and rezoning are approved, the Applicant may then proceed with the site plan for the PUD which includes the special exception use of "vehicle sales establishment" for the property encompassed within the PUD. Finally, the applicant will be required to replat the Site.

Figure 1: Aerial View of Existing Site
(image not to scale; for visual purposes only)

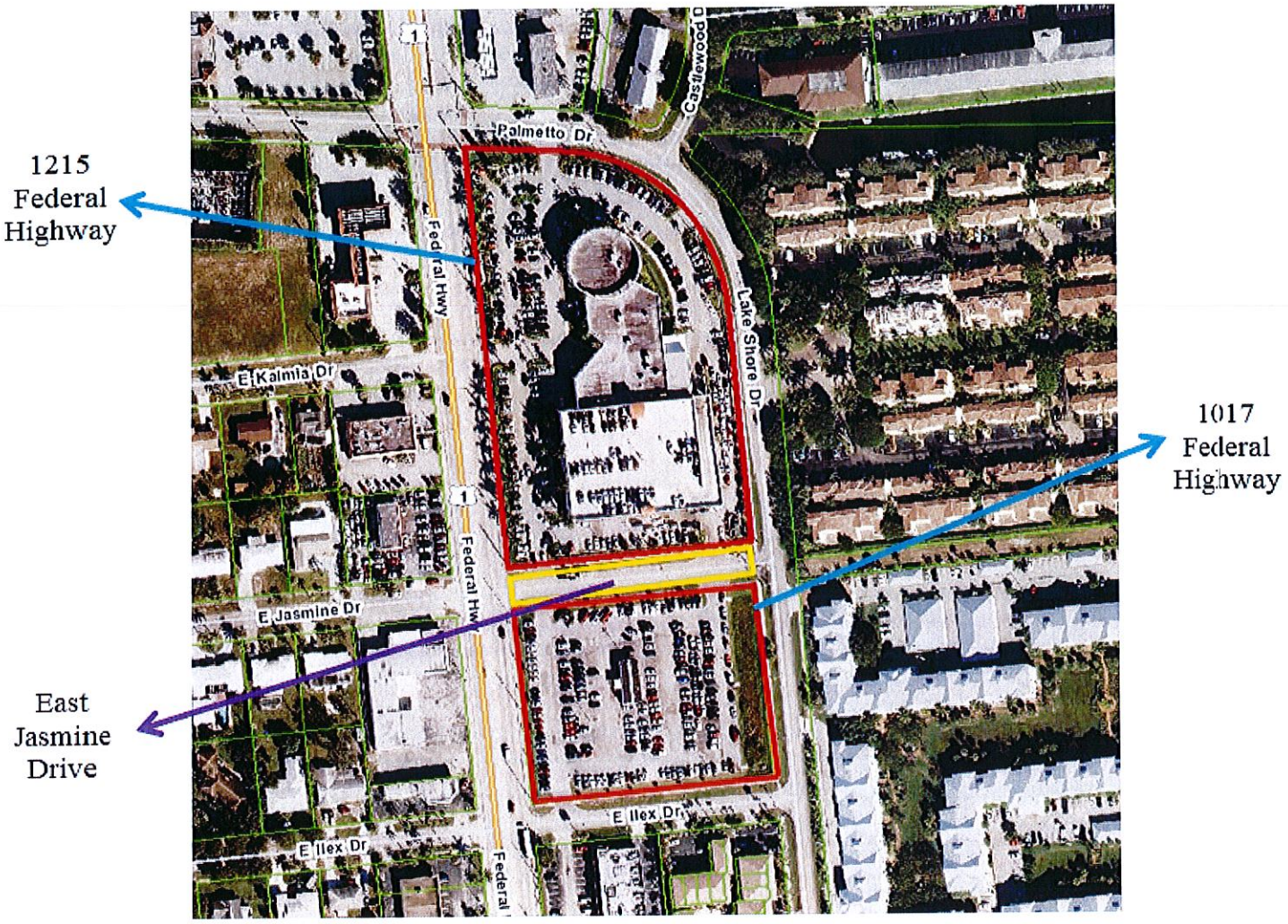


Figure 2: Aerial Image of Site with Proposed Boundaries

The East Jasmine Drive right-of-way is being considered separately for abandonment. If approved by the Town Commission, a future land use map amendment and rezoning of this area will be brought forward as separate agenda items.

APPLICATION FOR REZONING

The Application to expand the PUD boundaries to include the property at 1017 Federal Highway and the East Jasmine Drive right of way (contingent upon its abandonment) necessitates the rezoning of these two properties. **The rezoning of the East Jasmine Drive right-of-way will be considered at a separate hearing *following* the approval the abandonment application and consideration by the Local Planning Agency (LPA) for the future land use map amendment of this right-of-way as well.**

Consistency with Town Zoning Code:

As part of the proposed development for the site, the Applicant has applied to rezone the parcel immediately south of the right of way, having an address of 1017 Federal Highway. The rezoning is necessary in order to incorporate this property into the PUD zoning district designation which has already been assigned to the Earl Stewart Toyota property located at 1215 Federal Highway.

Consistency with the Town's Comprehensive Plan:

1017 Federal Highway has a future land use designation of "Commercial/Residential" which allows for commercial only PUD developments without a residential component. The proposed expansion of the vehicle sales dealership with a PUD designation is consistent with this future land use designation.

PLANNING & ZONING BOARD considered this application at their February 2, 2015 and March 2, 2015 meetings and recommended APPROVAL (4-1) to the Town Commission.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 03-2015 on 1st READING WITH THE CONDITION OF APPROVAL AS LISTED IN THE PROPOSED ORDINANCE.

ORDINANCE NO. 03-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THE PROPERTY AT 1017 FEDERAL HIGHWAY AND LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" TO THE PLANNED UNIT DEVELOPMENT DISTRICT PROVIDING FOR THE AMENDMENT OF SECTION 78-32 OF THE TOWN CODE TO INCORPORATE THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF A PLANNED UNIT DEVELOPMENT DISTRICT TO THE PROPERTY AT 1017 FEDERAL HIGHWAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Commercial Investments LLC is the owner of 1017 Federal Highway, located in the Town of Lake Park, Florida ("Town"), between Federal Highway and Lakeshore Drive ("Property"); and,

WHEREAS, the Property is legally described in **Exhibit "A"** and generally located as shown on **Exhibit "B"**, both of which are attached hereto and incorporated herein; and,

WHEREAS, the Town Commission has previously assigned the zoning district of Commercial-1 (C-1) to the Property; and,

WHEREAS, the Town Commission has determined that a rezoning of the Property to the PUD Zoning District is appropriate and would be consistent with the Future Land Use designation which has been assigned to the Property under the Town's Comprehensive Plan.

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

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

Section 2. The Town Commission hereby rezones the Property from Commercial-1 (C-1) to Planned Unit Development.

Section 3. Town Code Section 78-32, which incorporates by reference the Town's Official Zoning Map and generally shows the assignment of the various zoning districts to the various properties in the Town, is hereby amended to reflect the assignment of the Planned Unit Development Zoning District to the Property.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5. Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. The provisions of this Ordinance shall become effective upon adoption.

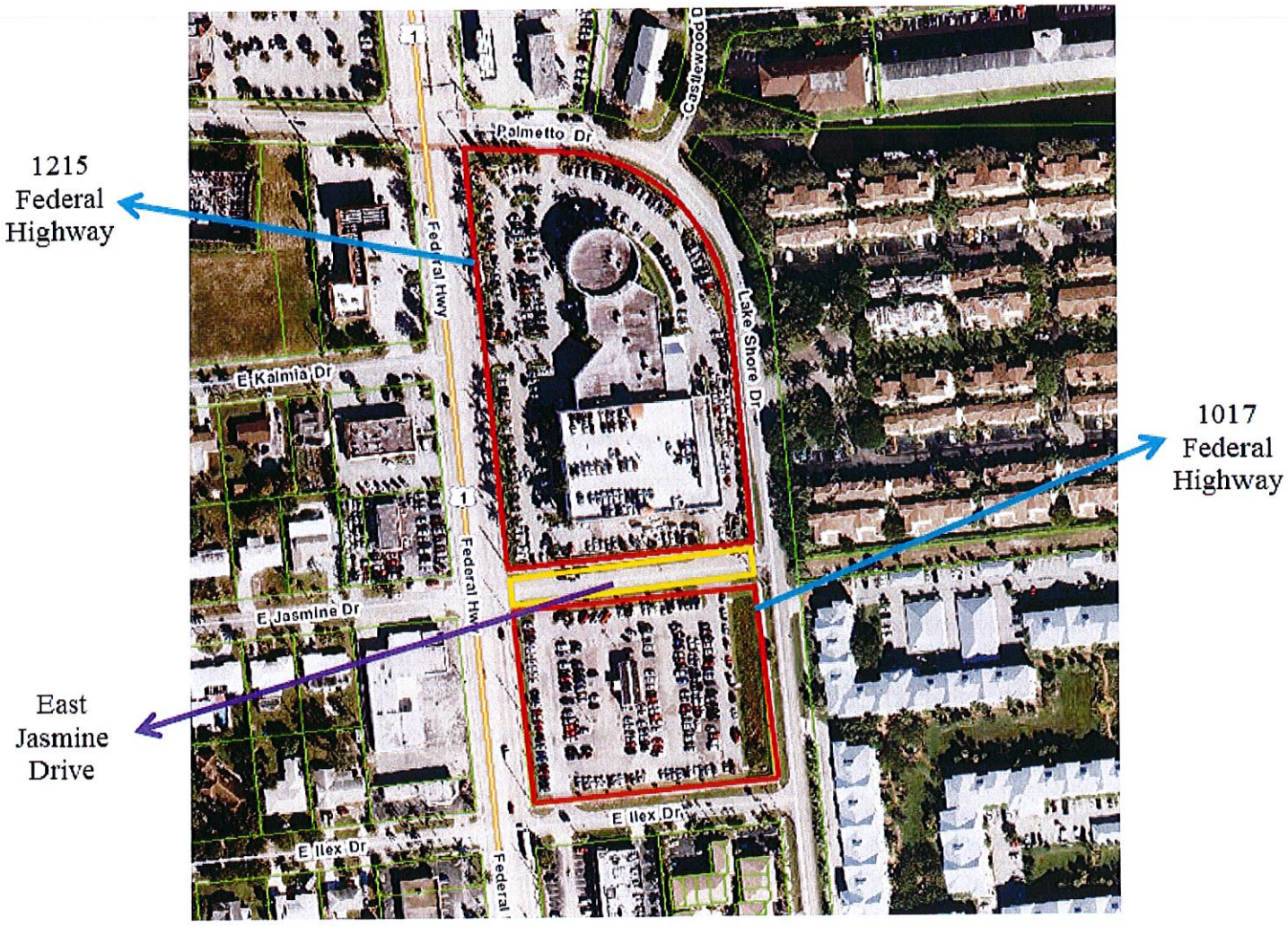
Attachment: Exhibit "A" – Legal Descriptions
Exhibit "B" - Location Map

Exhibit "A"
Legal Description

THOSE PORTIONS OF LOTS 1 TO 9 AND 26 TO 42 (INCLUSIVE) OF BLOCK 122, KELSEY CITY (NOW LAKE PARK), FLORIDA, AS PER PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTHERLY BOUNDARY OF LOT 42 OF BLOCK 122 OF KELSEY CITY (NOW LAKEPARK), FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 35, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, INTERSECTS THE PRESENT EASTERLY BOUNDARY LINE OF U.S. HIGHWAY NO. 1 AS NOW ESTABLISHED (WHICH EASTERLY BOUNDARY LINE IS FIXED AND ESTABLISHED BY CONVEYANCE TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 803, PAGE 158, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE RUNNING SOUTH ALONG THE SAID EASTERLY BOUNDARY LINE OF SAID U.S. HIGHWAY NO. 1 A DISTANCE OF 400 FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE SOUTHERLY BOUNDARY LINES OF LOTS 17 AND 18 OF SAID BLOCK 122 TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE NORTHERLY AND WESTERLY FOLLOWING SAID BOUNDARY LINE OF LAKE SHORE DRIVE TO THE POINT OF BEGINNING.

Exhibit "B"
Location Map



TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT

For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements

Project Name: Earl Stewart Toyota

Project Address: 1017/1215 Federal Highway

Property Owner: Commercial Investment, LLC and Earl Stewart, LLC

APPLICANT INFORMATION:

Applicant Name: Anne Booth, Principal, Urban Design Kilday Studios

Applicant Address: 477 S. Rosemary Avenue, Suite 225, West Palm Beach, FL 33401

Phone: (561) 366-1100 **Fax:** (561) 366-1111 **E-Mail:** abooth@udkstudios.com

SITE INFORMATION:

General Location: Southeast corner of Federal Highway (U.S. 1) and Lake Shore Drive

Address: 1017/1215 Federal Highway

Zoning District: PUD/C-1 **Future Land Use:** Commercial Residential **Acreage:** 7.19

Property Control Number (PCN): 36-43-42-20-01-121-0010 & 36-43-42-21-27-000-0000

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	R-3/C-1 (NPB)	Islamic Center of Palm Beach & Sunoco	House of Worship/C-Store w/Gas Sales
East	R-1AA	Bay Reach & Mariner's Key	Condominiums
South	R-2A/C1	Cedar Crest & Variety of Commercial Businesses	Condominiums & Variety of Commercial Businesses

Community
JAN 2 8 2015

West	C1B	Variety of Commercial Businesses	Variety of Commercial Businesses

JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed).

1. Please explain the nature of the request:

Please see attached justification statement.

2. What will be the impact of the proposed change to the surrounding area?

Please see attached justification statement

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements?

Please see attached justification statement

LEGAL DESCRIPTION:

The subject property is located approximately 0 mile(s) from the intersection of Federal Highway (U.S.1) and Lake Shore Drive, on the ____ north, X east, _____south, _____ west side of the Federal Highway (U.S.1) (street/road).

Legal Description: See attached Survey.

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.

March 14, 2014

OWNER/APPLICANT Signature Date

EARL STEWART TOYOTA
JUSTIFICATION STATEMENT

Request(s): Applications for Rezoning, Special Exception Review & Site Plan Review for PUD Amendment
Application Number: 4771
Planning & Zoning Board Submittal: January 28, 2015

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

OVERVIEW OF REQUESTS & PROPERTY INTRODUCTION

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, Urban Design Kilday Studios (UDKS) has prepared and hereby respectfully submits these applications for the approval of a Rezoning request, Special Exception Review request and Site Plan Review for PUD Amendment request. These applications are being submitted concurrently with an Application for Abandonment (prepared by the Law Office of Jack B. Owen, Jr., P.A.) to abandon the Right-of-Way (R-O-W) of what is commonly referred to as East Jasmine Drive.

The subject 7.19-acre property is comprised of the following land areas:

- **Lots 1-22/Block 121 of Kelsey City Plat (PCN 36-43-42-20-01-121-0010):** 2.23 acres
- **Plat of Stewart Toyota (PCN 36-43-42-21-27-000-0000):** 4.47 acres
- **East Jasmine Drive R-O-W:** 0.49 acres

All of the land area described above is located within the municipal limits of the Town of Lake Park. The subject property is generally located at the southeast corner of the intersection of Federal Highway (aka U.S. 1) and Lake Shore Drive. The subject property has a Future Land Use (FLU) designation of Commercial Residential and is within the Planned Unit Development (PUD) Zoning District, in part (4.47 acres), and the C-1 Business District Zoning, in part (2.23 acres).

With the above applications the applicant is requesting to expand the boundaries of the existing Earl Stewart Toyota PUD to encompass the 2.23-acre parcel and the East Jasmine Drive R-O-W. Ultimately the applicant is proposing a 71,683 enclosed square foot (s.f.) facility with 22,673 s.f. of outdoor sales area and 1,419 parking spaces broken down as follows:

- **Enclosed Floor Area:** 71,683 s.f.
  - **Sales/Administration:** 37,996 s.f.
    - **Existing Floor Area:** 19,297 s.f.
    - **Phase 1 Floor Area:** 2,420 s.f.
    - **Phase 2 Floor Area:** 8,362 s.f.
    - **Phase 3A Floor Area:** 7,917 s.f.
  - **Service Bays/Storage:** 33,687 s.f.
    - **Existing Floor Area:** 25,911 s.f.
    - **Phase 1 Floor Area:** 7,776 s.f.

610 Clematis Street
Suite CU02
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035

- **Phase 2 Floor Area:** 0 s.f.
- **Phase 3A Floor Area:** 0 s.f.

- **Outdoor Sales Display Area:** 22,673 s.f.

- **Parking Provided:** 1,419 spaces
  - **Customer/Employee Spaces:** 204 spaces
  - **Auto Storage/Display Spaces:** 1,215 spaces

The following approvals are included within this request:

1. Rezoning of the 2.23+/- acres from the C-1 Business District Zoning to the PUD Zoning District (it is the applicant's understanding that the 0.49-acre R-O-W will be assigned a FLU designation and Zoning District through the abandonment process);
2. Special Exception request for the Commercial New & Used Auto Dealership (aka, Vehicle Sales and Rental); and
3. Site Plan Review for PUD Amendment (see details in the section below).

APPROVAL HISTORY

As stated previously, the auto dealership was constructed in the mid to late 1970's (note there are conflicting years in previously submitted documents – documents submitted in 2003 showed the year of construction as 1975 whereas documents submitted in 2007 showed the year of construction as 1979) on the 4.47-acre parcel along with a 14,200 s.f. hardware store. The old dealership and Park Center Hardware store remained until 2003 when the 4.47-acre parcel was granted approval for a PUD by the Town of Lake Park Commission through Resolution No. 14-05-03 to allow for the Earl Stewart Toyota as it exists today. That approval, granted on May 21, 2003, not only granted site plan approval but also granted the approval of waivers for (1) display parking setback, (2) spacing of trees along Federal Highway (U.S. 1), (3) elimination of wheel stops, (4) no planters on roof of the garage and (5) to allow two signs that exceeded the maximum height allowances. Please note that the applicant understands that the existing 15' sign will need be removed in accordance with code compliance deadline and replaced with a conforming sign.

The 2.23-acre parcel was granted an approval in 1969 by the Town of Lake Park Commission to allow a 111-unit hotel (became known as Journey's Inn) and a 2,150 s.f. restaurant (became known as El Colonial). These structures were demolished in 2010 after the applicant was granted approval to utilize the 2.23-acre parcel for temporary sales parking.

The applicant had previously requested and been granted approval of the R-O-W abandonment on August 4, 2004 through Resolution No. 43-07-04; however, since not all of the required conditions of approval were complied with the resolution is null and void and the 0.49-acre land area currently exists as public R-O-W.

SURROUNDING USES

Below is a description of the uses on the adjacent properties (or those on the other side of abutting R-O-W's) to the north, south, east and west of the subject property. Note that the acreages and ownership information referenced in this section is per information obtained from the Property Appraiser of Palm Beach County's web site.

- **North:** To the north of the subject property, across the 60' R-O-W of Lake Shore Drive, are two (2) properties (details below):
  - **PCN 68-43-42-16-01-000-2201:** This 0.7-acre property is currently owned by 100 North Federal Highway, LLC and is within the municipal limits of the Village of North Palm Beach (NPB). This property has a FLU designation of Commercial and is within the Village's C-1 Zoning District;
  - **PCN 68-43-42-16-01-000-1960:** This 0.76-acre property is currently owned by First Church of Christ Scientists, Inc. and is within the municipal limits of the Village of NPB. This property has a FLU designation of High Density Residential and is within the Village's R-3 Zoning District;
- **South:** To the south of the subject property , across the 60' R-O-W of Ilex Drive, are two (2) properties (details below):
  - **PCN 36-43-42-21-21-001-0000:** This 0.72-acre property is currently owned by the Cedar Crest Homeowners Association. This property has a FLU designation of Commercial Residential and is within the R2A Zoning District;
  - **PCN 36-43-42-21-21-001-0000:** This 1.1-acre property is currently owned by Cromwell Properties. This property has a FLU designation of Commercial Residential and is within the C1 Zoning District;
- **East:** To the east of the subject property, across the 60' R-O-W of Lake Shore Drive, are three (3) properties (details below):
  - **Various PCN's:** This is a condominium development owned by a variety of individuals, etc. that has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;
  - **PCN 36-43-42-21-00-002-0060:** This 0.52-acre property is currently owned by Susan Cohen. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;
  - **PCN 36-43-42-21-00-002-0030:** This is a 208-unit condominium development owned by Lake Park Owner, LLC. This property has a FLU designation of Condominium Residential and is within the R-1AA Zoning District;
- **West:** To the west of the subject property , across the 80' R-O-W of Federal Highway (U.S. 1), are nine (9) properties (details below):
  - **PCN's 36-43-42-20-01-044-0200/0270:** This 0.98-acre property is currently owned by the Chaves Lake Park Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;
  - **PCN 36-43-42-20-01-043-0260:** This 0.52-acre property is currently owned by the Patricia/R W Silc & Sil Fir Corporation. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;

- **PCN 36-43-42-20-01-043-0210:** This 0.36-acre property is currently owned by the Warren B. Mosler Trust. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;
- **PCN 36-43-42-20-01-042-0230:** This 0.78-acre property is currently owned by New Rochelle Plaza. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;
- **PCN 36-43-42-20-01-042-0210:** This 0.17-acre property is currently owned by Trim Endless Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;
- **PCN 36-43-42-20-01-041-0300:** This 0.16-acre property is currently owned by Edward & Cynthia Wollstein. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District;
- **PCN 36-43-42-20-01-041-0230:** This 0.62-acre property is currently owned by L P Fabrics, Inc. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District; and
- **PCN 36-43-42-20-01-041-0210:** This 0.17-acre property is currently owned by Palms Building, LLC. This property has a FLU designation of Commercial Residential and is within the C1B Zoning District.

INTENSITY

Per the Future Land Use Classification System in the Town of Lake Park Comprehensive Plan the Commercial Residential FLU category calls for the following: "Lands and structures devoted to promoting a compatible mix of residential at up to 20 units per gross acre and commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares..." At a total of 7.19 acres the maximum 2.4 F.A.R would equate to a total of 751,671 s.f. of commercial uses. As detailed above the applicant is proposing a 71,683 s.f. commercial facility which is well within the allowed F.A.R.

CONCURRENCY

Included with this application are the following documents related to the impact of the proposed project on public facilities:

- **Drainage:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed drainage system are provided.

- **Traffic:** Please see Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 in which the conclusion states that "the project meets the Palm Beach County Traffic Performance Standards Ordinance and may be approved." The agent for the applicant will be submitting the analysis and Traffic Performance Standards (TPS) review fee directly to the Palm Beach County (PBC) Traffic Division and requesting issuance of the TPS Review Approval Letter confirming traffic concurrency.

- **Water/Wastewater:** Please see enclosed Preliminary Civil Plans prepared by McLeod McCarthy & Associates in which the details of the proposed water/wastewater system are provided.

PLATTING

The applicant intends to combine all three of the land areas previously described through the necessary platting application.

PHASING

Pursuant to Town of Lake Park Code Section 78-77.2.(c) the applicant intends to develop the project in multiple phases as allowed by code. The enclosed plans provide details of each phase and below is a phasing schedule:

- Phase 1
  - **Commencement of Development:** September 2016
  - **Completion:** September 2017
- Phase 2
  - **Commencement of Development:** December 2017
  - **Completion:** December 2018
- Phase 3
  - **Commencement of Development:** June 2020
  - **Completion:** December 30, 2021

SPECIAL EXCEPTION REVIEW STANDARDS

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

   RESPONSE: First and foremost, it should be noted that the dealership has existed since the mid to late 1970's; however, the provisions in Town of Lake Park Code Section 78-71 have been updated since the most recent approval in 2003 and now require the approval of a Special Exception application for the use. Therefore, the use on the subject property predates the establishment of the Town's Comprehensive Plan. As such, the subject property was assigned a FLU designation due to the use of the property. With that said, the proposed redevelopment is in accordance with the following policies/objectives from the Town's Comprehensive Plan:

   Policy 1.5: *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service (LOS) standards.*

   The redevelopment of both the 1017 Federal Highway parcel and the current dealership should increase the value and should add to the Town's overall tax base. There are no known natural or historic resources which would be adversely affected by the redevelopment. The expansion of the dealership at

this location would not adversely affect the surrounding neighborhoods. Lastly, as detailed in the Concurrency section above, the proposed project will not exceed adopted LOS standards.

Objective 5: *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

The proposed expansion of the special exception use promotes infill development in a manner that is consistent with the commercial uses of the Federal Highway corridor and does not negatively affecting the existing neighboring residential and commercial uses.

Policy 5.2: *The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

The property at 1017 Federal Highway is currently underutilized as it has been utilized as a surface parking lot supporting used vehicle sales for Earl Stewart Toyota in accordance with an agreement between the Town and the applicant.

Lastly, as stated previously, the proposed F.A.R. of 0.23 is well below the maximum allowed of 2.4.

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.

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics. Furthermore, the modified development plan will be in compliance with the PUD objectives and standards.

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.

   RESPONSE: Per the Town of Lake Park Staff Report that detailed the requests eventually approved by Resolution No. 14-05-03 Staff had concluded that, "Generally the proposal is compatible with the surrounding uses." While the applicant is requesting approval of the special exception use it has existed for nearly 40 years and will continue to be compatible with the surrounding properties that support retail uses within the C-1 Business District

along Federal Highway between Palmetto Drive and East Ilex Drive. Also, the proposed redevelopment will be architecturally compatible with the character and uses of the surrounding properties as well as the Town's Architectural Guidelines.

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.

   RESPONSE: As stated previously, the use has been established for nearly 40 years. The applicant is requesting approval of a Special Exception Review application due to a code change that occurred after the most recent approval was granted on May 21, 2003. This is a request to expand the dealership from the current square footage of 45,208 square feet to a total of 71,683 square feet (increase of 26,475 square feet). This additional square footage will be for sales/administration and service bays/storage, which are the same types of operations currently on the site. The proposal will add a car wash and a 5-story garage that don't currently exist; however, these are structures common to a dealership and, in this instance, is a dealership that has existed for nearly 40 years and are adding these components to modernize the facility. Furthermore, due to the relatively small lot sizes along this stretch of Federal Highway, it is unlikely that the expansion of the existing dealership will result in a concentration or proliferation of the same or similar types of uses since it would require that future applicant's assemble and aggregate a number of lots to support a car dealership.

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.

   RESPONSE: The Special Exception will not have a detrimental impact on surrounding properties as (a) there will be a maximum shift of 75 employees on site and customers (number will vary depending on day/time of the week), (b) the potential nuisance from the maintenance, repair and/or cleaning of vehicles will be mitigated by the fact that these uses will be done in enclosed areas and (c) as shown in the enclosed Traffic Impact Analysis prepared by Yvonne Ziel Traffic Consultants. dated March 13, 2014 the combined total of peak hour trips entering the property will be 53 cars (AM)/37 cars (PM) and leaving the property will be 10 (AM)/35 (PM). As such, this shows that the average will be 0.75 cars entering the property every minute during the peak hour and 0.38 cars leaving the property every minute during the peak hour, or an overall average of 0.57 cars per minute. Furthermore, the applicant is

requesting to close one of the existing driveways in the northeast corner of the subject property which will lessen the impact on the neighboring residential properties. Lastly, and most important, the proposed redevelopment will improve the appearance of the dealership through architectural treatments and an increased landscape buffer.

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.

   RESPONSE: (a) While the proposed garage in the southeast corner of the subject property will be higher than surrounding structures it will be separated from those structures by approximately 106 feet (to the south) and 107 feet (to the east). For reference, the existing garage on the subject property is 33 feet in height whereas the proposed garage would be 45 feet in height. So, while there are two additional parking levels, the increased height would only be 12 feet and the overall height is still below the maximum allowed in the zoning district. In addition the separation in both directions includes a public R-O-W and a 15' landscape buffer with significant landscaping. (b) Again, the use has existed for nearly 40 years and the surrounding property values should have been based on the fact that this use was in place. (c) The proposed use of the subject property should not be a deterrent to the improvement, development or redevelopment of surrounding properties. Rather, the proposed redevelopment of the subject property should spur surrounding property owners to redevelop their properties. (d) There are no natural systems that will be negatively impacted by the proposed development. (e) As part of the approval granted through Resolution No. 14-05-13 the applicant was required to provide an enhanced pedestrian area on the east side of the 4.47-acre parcel which will remain and continue to provide amenities to the surrounding properties.

SITE PLAN REVIEW FOR PUD AMENDMENT STANDARDS

The nature of the request is for the following amendments to the site plan that was previously approved through Resolution No. 14-05-03:

a. Reconfigure the Site Plan;
b. Add land area (2.72+/- acres);
c. Reconfigure access points as follows:
   - Delete one (1) existing access point in northeast corner of existing PUD;
   - Remove access points to East Jasmine Drive;
   - Provide one (1) new access point to Lake Shore Drive (just south of current intersection of East Jasmine Drive and Lake Shore Drive);

- Provide one (1) new access point to Federal Highway (U.S. 1) along west property line (just north of current intersection of East Jasmine Drive and Federal Highway [U.S. 1]); and
- Maintain existing access point to Ilex Drive in southwest corner of 2.23-acre parcel.

d. Amend the enclosed floor area as follows:
   - **Sales/Administration:** +18,588 s.f. (from 19,408 s.f. to 37,996 s.f.) (note that while the square footages listed above show an existing s.f. of 19,297, Resolution No. 14-05-03 allowed up to 19,408 s.f.);
   - **Service Bays/Storage:** -3,394 s.f. (from 37,081 s.f. to 33,687 s.f.) (note that while the square footages listed above show an existing s.f. of 25,911, Resolution No. 14-05-03 allowed up to 37,081 s.f.) and +23 service bays (from 25 service bays to 48 service bays);
e. Increase the Outdoor Sales Display Area by 5,566 s.f. (from 17,107 s.f. to 22,673 s.f.);
f. Increase the number of employee/customer parking spaces by 53 spaces (from 151 spaces to 204 spaces).

Below are responses to the two questions referred to in the attached application:

1. *What will be the impact of the proposed change to the surrounding area?*

   RESPONSE: Allowing the applicant to redevelop the subject property should have a positive impact on the surrounding area in that it will combine two properties (along with the East Jasmine Drive R-O-W) currently utilized by the applicant for vehicle sales and rental into one unified development. This will not only create a unified architectural theme but will also create a consistent landscape theme that will enhance the view from surrounding properties. The height/mass of the proposed parking garage will be mitigated by the additional landscaping provided and the separations detailed above.

2. *How does the proposed Project comply with the Town of Lake Park's zoning requirements?*

   RESPONSE: Beyond the waivers that were previously approved through Resolution No. 14-05-03 the proposed site design is consistent with the code in regard to use, layout, function and general development characteristics. Furthermore, see table below that details compliance with the other sections of the code:

ZONING REQUIREMENTS COMPLIANCE CHART				
Standard	**Requirement**	**Existing**	**Proposed**	**Compliance**
Min. Site Area	80,000 s.f.	4.47 acres	7.19 acres (313,196 s.f.)	Yes
Max. Bldg. Ht.	4 stories or 50'	33'	45.5'	Yes
Min. Open	15%	Unknown	20%	Yes

Space				
Front Setback	25'	93'	93'	Yes
Side (facing street) Setback	15'	87'	25'	Yes
Rear Setback	15'	48'	25'	Yes
Display Parking Setback	25'	15'	15'	Approved Waiver
Employee/ Customer Parking	204 spaces	151 spaces	204 spaces	Yes
Parking Space Dimensions	10' X 18.5'	10' X 18.5'	10' X 18.5'	Yes

The expansion of the existing Earl Stewart PUD will promote and support continued success of this long standing business in the Town of Lake Park. The proposed redevelopment will address operational constraints of the existing dealership and the redevelopment of the site will address the ceasing of the temporary use of the 2.23-acre parcel.

On behalf of the applicant, Earl Stewart, LLC, and Commercial Investment, LLC, UDKS respectfully requests favorable review and consideration of these Rezoning, Special Exception Review and Site Plan Review for PUD Amendment applications for the Earl Stewart Toyota. The agent at UDKS is Anne Booth who can be reached at the numbers above or via email at abooth@udkstudios.com. Please feel free to contact the agent with any questions or for additional information in support of the requested applications.

Rezoning

Dear Kim, 03.24.15

Please HELP me and my neighbors stop the re-zoning of the Earl Stewart Toyota used car parking lot.

My name is Penny Broda. I have been a resident of Lake Park for 13+ years and live at 8 E. Ilex Drive. If the re-zoning is approved that means I will walk out my front door to look at a 4 story concrete parking garage with cars parked on the roof. I truly do not want that to be the first thing I see when I walk out my front door each day. With a parking garage of 40+Ft high that means anyone on those upper levels will be able to see right in my bedroom and bathroom windows, along with the bedroom and bathroom windows of my neighbors. **This is an invasion of my privacy.**

The current noise pollution (constant beeping car horns, up loading and off loading of vehicles at unacceptable hours of the day etc.) is at a maximum of what local residents should have to put up with.
The re-zoning of this property will only increase the noise pollution by double or even triple.

I realize Toyota needs more parking spaces and I am willing to compromise, but a 4 story with parking on the roof is not a compromise between both parties. A 2 story parking garage would be more of a compromise. This parking garage needs to be similar in height as the surrounding buildings vs. an over powering structure.

My question to you and all the commissioners is this:

WOULD YOU LIKE TO LIVE ACROSS THE STREET FROM A 4 STORY PARKING GARAGE WITH PARKING ON THE ROOF ?

Thank you Kim in advance for your help to stop the re-zoning.

If you have any questions, please contact me at 561.827.4688.
Penny.mb@gmail.com

Penny Broda

Penny Broda
8 E. Ilex Drive
Lake Park FL 33403

Rezoning

To: Mayor James DuBois and
Town Council Members

From: Abutters and residents to the Earl Stewart Toyota Expansion

Subject: Earl Stewart Toyota Expansion Project

Date: March 17, 2015

To All Concerned:

We urge you to look into and reconsider the Planning and Zoning Board's decision to allow the re-zoning of the property stated in the project's site plan submitted by the Toyota dealership.

The reason is the lack of consideration to the concerns of the abutters and residents of the area proposed.

The dealership's contention is that the expansion will increase property values in the area. This is not true and the terms and conditions stated in the Code should be enforced.

Concerned Residents and Owners

Re-Zoning & Site Plan.

From: Diane Munroe <DMunroe@fandicorp.com>
Sent: Wednesday, March 25, 2015 2:14 PM
To: James Dubois; Kim Glas-Castro
Cc: Nadia DiTommaso
Subject: Earl Stewart Dealership Expansion

Dear Mayor Dubois:
Dear Vice-Mayor Castro:
Dear Ms. DiTommaso:

I am very concerned about the re-zoning and expansion of The Toyota Dealership on US One, Lakeshore Dr., E Ilex & E. Jasmine.

I believe the re-zoning needs to be looked at very carefully. It *MUST* be residential friendly. There are quite a few individuals and families
living near the proposed parking garage. Hopefully the dealership and the residents can meet in between and keep it to a maximum of two stories with a lot of landscaping.
I don't believe that Mr. Stewart is concerned about the residents of Lake Park. This is measured by his unkept promises, extension after over-extension of his plans, and
wanting the most for himself. This has been witnessed over the last 10+ years.

There is constant beeping noise, car horns and those car fobs trying to locate cars. And that loud speaker over and over again.
It continues all day long, including weekends. The noise is very disrupting. The loading off and on of the cars is also a big issue, as he does not keep to his promised schedule. The swales are eaten up by the loaders. With such a large dealership, the traffic will increase on the three smaller roads, regardless of what the traffic study shows.

Please help us to keep the height down to a satisfactory level by not re-zoning the C-1 portion to a PUD.

Your help and expertise as our community leader is greatly appreciated.

Sincerely,

Diane S. Munroe
Lake Park, FL 33403
24 Year Resident Lake Park

New Business

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 1, 2015 **Agenda Item No.**

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute the Town Manager Employment Agreement between the Town of Lake Park and John O. D'Agostino

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

Approved by Town Manager Date: 3/26/2015

_____
Name/Title

Originating Department: Human Resources	**Costs: $117,000 per year plus benefits** Funding Source: BUDGET Acct. # 104-11000 **[x] Finance** BKR	**Attachments:** **Copy of Town Manager Employment Agreement**
Advertised: Date: _____ Paper: _____ **[x] 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:** **BMT** **Please initial one.**

Summary Explanation/Background:

At the March 21, 2015 Special Call Commission meeting, the Commission selected John O. D'Agostino as the candidate for the position of Town Manager for the Town of Lake Park, and directed the Town Attorney to enter into contract negotiations with Mr. D'Agostino. The purpose of this agenda item is to authorize and direct the Mayor to execute the Town Manager Employment Agreement between the Town of Lake Park and Mr. D'Agostino.

A copy of the Town Manager Employment Agreement is attached in redline format.

Recommended Motion: **I move to adopt Resolution _____ and to authorize and direct the Mayor to execute the Town Manager Employment Agreement between the Town of Lake Park and Mr. John O. D'Agostino.**

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND JOHN O. D'AGOSTINO; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town and John O. D'Agostino negotiated in good faith a Town Manager Employment Agreement (hereinafter the "Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Agreement and has determined that it is in the best interest of the Town to authorize and direct the Mayor to execute such Agreement.

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

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

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Town Manager Employment Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**, between the Town and John O. D'Agostino, for the term of one (1) year.

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

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this _____ day of _____, 2015, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and John O. D'Agostino (hereinafter "Town Manager"),

WHEREAS, Article III, Section 1 of the Town Charter establishes a Commission Manager form of government for the Town; and

WHEREAS, pursuant to Article VI, Section 1 the Lake Park Town Commission (hereinafter the "Commission") is required to appoint a Town Manager who shall be the administrative head of the Town under the Commission's general supervision; and

WHEREAS, a majority of the Commission voted to appoint John O. D'Agostino as the Town Manager of the Town;

WHEREAS, the powers and duties of the Town Manager as the chief administrative officer of the Town government are as set forth in Section 2-82 the Code of Ordinances of the Town (hereinafter "Town Code") ; and

WHEREAS, the Commission and the Town Manager intend by this Employment Agreement to set forth the terms, conditions, and compensation and benefits pursuant to which the Town Manager is to be employed by the Commission.

NOW THEREFORE, it is agreed and acknowledged as follows:

SECTION 1: Recitals

The recitals stated above are true and correct and are incorporated herein.

SECTION 2: Appointment

Pursuant to Article V, Section 1, and Section 2-81 of the Town Code, the Commission, appoints John O. D'Agostino as Town Manager.

SECTION 3: Term

The term of this Agreement shall be one (1) year. This Agreement shall automatically be renewed on its anniversary date for successive one [1] year terms unless either Party provides written notice of termination of this Agreement at least 120 days before the expiration date. All terms, conditions, compensation, and benefits shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation, including salary and the continuation of all benefits, for the remainder of the term of this Agreement.

SECTION 4: Duties and Authority

Town agrees to employ John O. D'Agostino as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

SECTION 5: Non-Interference

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, or instruct any Town employees under the Town Manager's control to take or refrain from taking any action. Pursuant to Article VI, Section 4 of the Town Charter, the Town Manager has full control over administrative service and those powers and duties set forth in Chapter 2, Article III, Section 2-82 of the Town Code.

SECTION 6: Compensation

The Commission agrees to pay Town Manager an annual base salary of $117,000, payable in installments at the same time that the other employees of the Town are paid. In the event of any salary adjustments agreed to between the Commission and the Town Manager, this Agreement shall be automatically amended.

The Town Manager may receive an annual salary adjustment as may be agreed to by a majority of the Town Commission. The amount of said increase shall be determined by the Commission.

SECTION 7: Residency

The Town Manager shall establish residency within the Town of Lake Park within one year and shall maintain residency in the Town of Lake Park, unless a majority the Commission determines otherwise, and this Agreement is amended accordingly.

SECTION 8: Initial Performance Review and Subsequent Annual Reviews

The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct its first annual review to evaluate the performance of the Town Manager. Thereafter, the Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. The Commission and Town Manager may establish a

relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets as appropriated by the Commission in the applicable fiscal year. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

SECTION 9: Hours Per Week

The Town Manager is an exempt employee of the Town as defined in the job description of the position of Town Manager and shall devote whatever time is necessary to properly perform the duties of this position, it being generally understood that substantially more time than 40 hours per week may be required.

SECTION 10: Vacation Leave and Sick Leave

During the first year of this Agreement, the Town Manager shall be credited with the same number of days of sick leave as employees of the Town are entitled to per section 6.9 of the Employee Handbook. The Town Manager shall be entitled to four weeks vacation leave per year. Upon termination, the accrual of any vacation time shall be capped at four weeks and sick leave shall be in accordance with section 6.9 of the Employee Handbook.

SECTION 11: Holidays

The Town Manager shall be entitled to the same paid holidays granted to the Town's employees.

SECTION 12: Health Benefits

The Commission shall provide and pay the premiums for health, dental, hospitalization, surgical, vision, dental and comprehensive medical for the Town Manager and his spouse under its comprehensive Preferred Provider Option Plans. In addition, it shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

SECTION 13: Life Insurance

The Commission shall provide a term life insurance policy for the Town Manager in an amount equivalent three (3) times the Town Manager's base salary and shall pay the total premiums for this coverage. Coverage shall commence in accordance with the terms of the provider's contract. The Town Manager shall own the life insurance policy

and the life insurance policy shall be in the name of the Town Manager and the Town Manager shall have the right to name the beneficiary of the life insurance policy.

SECTION 14: Retirement

During the first year term of this Agreement, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 10% of the Town Manager's annual base salary plus any salary adjustments. For any subsequent terms of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater, if any, than this percentage. In such cases this Agreement shall be deemed to be automatically amended to reflect the new percentage of contribution. All such funds shall be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law.

Within the first thirty (30) days of the Town Manager's employment, the Town shall make all necessary arrangements and approve all necessary documents to allow the Town Manager's direct deposit of earned income in both the ICMA-RC 457 Deferred Compensation Plan and the ICMA-RC 401(a) Defined Contribution Plan.

SECTION 15: Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), and the Palm Beach County City Management Association (PBCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager provided these dues and/or subscriptions have been appropriated in the Town's budget.

SECTION 16: Outside Activities

With the prior approval of the Commission (which such approval shall not unreasonably be withheld), the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

SECTION 17: Moving Allowance and Housing Expenses

The Commission agrees to pay $8,500 for moving expenses plus housing expenses of first and last month's rent incurred by the Town Manager.

SECTION 18: Car Allowance, Equipment, General Business Expenses and Professional Development.

The Town Manager shall receive a car allowance of $500 per month.

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities which shall remain the property of the Town.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Commission also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development, continuing education, and for the good of the Town.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 19: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's duties and responsibilities as Town Manager.

SECTION 20: Termination for Cause

The employment of the Town Manager may be terminated by a majority vote of the membership of the Commission for cause. The term "for cause" shall be defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
5) The commission of any act which constitutes moral turpitude;

6) A knowing or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Commission is under no legal obligation to pay the Town Manager any severance pay. However, in accordance with Section 10, the Commission shall pay the Town Manager any accrued and unpaid salary and benefits earned prior to the effective date of termination. Other than the payment required by Section 10, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

SECTION 21: Termination without Cause

The Town Manager may be terminated "without cause" provided the Commission gives 120 days advance written notice of it's intention to do so.

If the Town Manager is terminated without cause the Town Manager shall be paid a lump sum severance pay consistent with Florida Statutes. The Town shall also compensate the Town Manager the financial value of the health and life insurance coverage it pays for the Town Manager following the date of termination for 20 weeks. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

SECTION 22: Voluntary Resignation

In the event that the Town Manager voluntarily resigns, the Town Manager shall provide to the Commission 120 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued unused vacation and sick leave per Section 10 of this Agreement..

SECTION 23: Return of Town Property

Upon the Town Manager's termination of employment, whether voluntary resignation or with or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer, public records not maintained at Town Hall and any other documents or property of the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

ATTEST: **TOWN OF LAKE PARK**

By: _____
Vivian Mendez, Town Clerk

_____
Date

By: _____
James DuBois, Mayor

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Thomas J. Baird, Town Attorney

_____
Date

TOWN MANAGER

_____

_____
Date

\\jfjspl2\apps\docs\26508\00001\doc\1lo0995.doc