



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 21, 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
<hr/>		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. A Proclamation in Appreciation of Joan Knapp, Friends of the Lake
Park Library

Tab 1

2. Update on the Town Manager Selection Process

Tab 2

3. Palm Beach County Sheriff's (PBSO) Citizens on Patrol (COP) Quarterly Report

Tab 3

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.

4. Regular Commission Meeting Minutes of January 7, 2015 Tab 4
5. Authorizing the Mayor to Sign the Parking Meter Maintenance Contract with Duncan Products Tab 5
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None
- G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:
None
- H. NEW BUSINESS:
6. Selection of an Interim Town Manager Tab 6
7. Commission Discussion on the Concept of a Volunteer Recognition Event Tab 7
8. Awarding a Contract for Marina Security Services (Unarmed) Tab 8
9. Resolution No. 03-01-15 A Request from Commercial Investments, LLC to Modify Condition #4 of Exhibit "A" of Resolution 41-10-13 Related to the Temporary Uses of their Property Which Includes the Temporary Storage of Vehicles and an Office Trailer Tab 9
- I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 4, 2015

Presentation

TAB 1



Town of Lake Park Town Commission


Agenda Request Form

Meeting Date: January 21, 2015

Agenda Item No. 1

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

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

Approved by Town Manager  Date: 1/6/15
 Karen Mahnk / Library Director
 Name/Title

Originating Department: <p style="text-align: center;">Library</p>	Costs: N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Copy of Proclamation</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__ OR Not applicable in this case <i>KM</i> 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 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 Joan and her family with the attached Proclamation of Appreciation.

**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 previously serving as Vice-President and Secretary and as Secretary of the Lake Park Historical Society; and

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

WHEREAS; The Town expresses appreciation 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.

WHEREAS; She gave so much of her time and commitment to the library and Historical Society, setting an example for all 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; leading the Friends of the Library as Treasurer and advocating, securing and overseeing the funding for many library projects and events.

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, 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 21st day of January, 2015.

BY:

ATTEST:

Mayor James DuBois

Vivian Mendez, Town Clerk

TAB 2



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

Meeting Date: January 21, 2015

Agenda Item No. 2

Agenda Title: Update on the Town Manager Selection Process.

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

Approved by Town Manager DSS **Date:** 1/14/15

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

Originating Department: <p align="center">Town Manager</p>	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	Attachments: <p align="center">None</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>DSS</u> Please initial one.

Summary Explanation/Background:

Bambi Turner, Human Resources Director will be providing the Town Commission with a verbal update on the Town Manager selection process.

Recommended Motion: No motion is necessary as this is a verbal report only.

TAB 3

Consent Agenda

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2015

Agenda Item No. 4

Agenda Title: Regular Commission meeting minutes of January 7, 2015

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

Approved by Town Manager  **Date:** 1/12/15

Vivian Mendez - Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda meeting minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>V.M.</i></u> Please initial one.

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission meeting minutes of January 7, 2015.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting Immediately
Following the CRA Meeting
Wednesday, January 7, 2015
Lake Park Town Hall
535 Park Avenue

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

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

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

1. **Regular Commission Meeting Minutes of December 17, 2014** **Tab 1**

2. **Authorizing a Three Month Extension to the Current Landscape Maintenance Contract with Chris Wayne and Associates for the Lake Park Harbor Marina** **Tab 2**

3. **Resolution No. 01-01-15 Adopting the 2015 Revised Unified Palm Beach County Local Mitigation Strategy Plan** **Tab 3**

- F. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**
None

- G. **PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**
 4. **Ordinance No. 16-2014 Creating Code Provisions for Flexible Land Development Regulations** **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78 OF THE TOWN CODE TO CREATE A NEW ARTICLE XI ENTITLED “FLEXIBLE LAND DEVELOPMENT REGULATIONS”; PROVIDING FOR A PURPOSE AND INTENT; PROVIDING THE COMMUNITY DEVELOPMENT DIRECTOR WITH THE ADMINISTRATIVE AUTHORITY TO WAIVE CERTAIN ZONING REGULATIONS TO FACILITATE ECONOMIC DEVELOPMENT AND REDEVELOPMENT IN THE TOWN; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

 5. **Ordinance No. 17-2014 Modification to the Architectural Design Guidelines in the Town Code for Nonresidential Buildings** **Tab 5**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE XI, ENTITLED “ARCHITECTURAL DESIGN GUIDELINES FOR NONRESIDENTIAL BUILDINGS” AND RENUMBERING ARTICLE XI AS XII; PROVIDING FOR THE AMENDMENT OF SECTION 78-330 ENTITLED “GENERAL PROVISIONS”; AMENDING SECTION 78-333 ENTITLED “BUILDING FAÇADE AND ELEVATION”; AMENDING 78-337 ENTITLED “PREFERRED ROOF MATERIALS AND STYLES”; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

- 6. A Request from the Event Organizers of the Lake Park Pirate's Fest to Waive Parking Meter Fees on the Event Day** **Tab 6**
- 7. Resolution No. 02-01-15 Appointing a Representative to Serve on the Seacoast Utilities Authority Board** **Tab 7**
- 8. Update on the Town Manager Selection Process** **Tab 8**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, January 21, 2015



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 7, 2015, 6:54 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission meeting on Wednesday, January 7, 2015 at 6:54 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

Anne Lynch, Bayberry Drive – announced the January “Friends of the Library” sponsored events (see Exhibit “A”). She stated that the “Friends of the Library” would have a booth at Pirate’s Fest on January 31, 2015 in Lake Shore Park. She announced that the Friends of the Library would be introducing two new programs this year. The programs are Friends Academy and Text Book Loaner Programs. Mayor DuBois asked Ms. Lynch to update the Friends of the Library information with staff.

CONSENT AGENDA:

- 1. Regular Commission meeting minutes of December 17, 2014**
- 2. Authorizing a Three Month Extension to the Current Landscape Maintenance Contract with Chris Wayne and Associates for the Lake Park Harbor Marina**
- 3. Resolution No. 01-01-15 Adopting the 2015 Revised Unified Palm Beach County Local Mitigation Strategy Plan**

Commissioner Rapoza asked if she could have a discussion item added to the agenda regarding reconsideration of how long the town manager is going to stay on. Mayor DuBois explained that the appropriate time to add an item to an agenda is before a meeting. He stated that her request could be addressed during her Commissioner comments. Commissioner Rapoza agreed to do so.

Motion: Commissioner O'Rourke moved to approve 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 - ORDINANCES ON FIRST READING:

None

PUBLIC HEARINGS - ORDINANCES ON SECOND READING:

4. Ordinance No. 16-2014 Creating Code Provisions for Flexible Land Development Regulations

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78 OF THE TOWN CODE TO CREATE A NEW ARTICLE XI ENTITLED “FLEXIBLE LAND DEVELOPMENT REGULATIONS”; PROVIDING FOR A PURPOSE AND INTENT; PROVIDING THE COMMUNITY DEVELOPMENT DIRECTOR WITH THE ADMINISTRATIVE AUTHORITY TO WAIVE CERTAIN ZONING REGULATIONS TO FACILITATE ECONOMIC DEVELOPMENT AND REDEVELOPMENT IN THE TOWN; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Public Comment:

None

Public Comment Closed:

Motion: Commissioner Rapoza moved to approve Ordinance 16-2014 on second reading; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

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

5. Ordinance No. 17-2014 Modification to the Architectural Design Guidelines in the Town Code for Nonresidential Buildings

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE XI, ENTITLED “ARCHITECTURAL DESIGN GUIDELINES FOR NONRESIDENTIAL

BUILDINGS” AND RENUMBERING ARTICLE XI AS XII; PROVIDING FOR THE AMENDMENT OF SECTION 78-330 ENTITLED “GENERAL PROVISIONS”; AMENDING SECTION 78-333 ENTITLED “BUILDING FAÇADE AND ELEVATION”; AMENDING 78-337 ENTITLED “PREFERRED ROOF MATERIALS AND STYLES”; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion: Commissioner Rapoza moved to approve Ordinance 17-2014 on second reading; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

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

NEW BUSINESS:

6. A Request from the Event Organizers of the Lake Park Pirate’s Fest to Waive Parking Meter Fees on the Event Day

Community Development Director Nadia DiTommaso explained the item (see attached Exhibit “D”).

Commissioner Flaherty asked if the layout of the event would be the same as the most recent event that took place at Lake Shore Park. Community Development Director DiTommaso stated that the layout provided by the event coordinator was the same as their last event. Vice-Mayor Glas-Castro stated that the submitted application only requested waiving the parking meters fees. She asked if they would need the curb lanes on Park Avenue blocked to use for additional parking. Event Producer of the Lake Park Pirate’s Fest Johnny Ringo stated that “yes” they would need the curb lanes on Park Avenue blocked to be used as additional parking. Mayor DuBois suggested that the request for blocking the curb lanes on Park Avenue be included in future special event applications they submit. Commissioner Rapoza stated that she lives in one of the condominium building closest to Lake Shore. She wanted to know how they would control the noise level from the live bands playing during the event. Mr. Ringo stated that they could move the live band stage away from the building and angle the stage differently in an attempt to control the noise level. He stated that they would have local bands play during Pirate’s Fest.

Motion: Commissioner O'Rourke moved to approve the request by the event organizers of the Lake Park Pirate's Fest to waiving parking meter fees on the event day and block the curb lanes on Park Avenue to be used for additional parking; Vice-Mayor Glas-Castro seconded the motion.

Town Manager Sugerman requested that the event organizers revise their special events application in the Community Development Department to include blocking the curb lanes on Park Avenue. Event Producer Ringo stated that he would revise the application filed with the Community Development Department.

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.

President of the Lake Park Kiwanis, Roger Michaud shared with the Commission activities and fundraising efforts that they accomplished in 2014. He explained some of the collaborated efforts they would be working on in 2015. Mayor DuBois invited Mr. Michaud to come back often to speak before the Commission and provide updates on what the Lake Park Kiwanis is doing.

7. Resolution No. 02-01-15 Appointing a Representative to Serve on the Seacoast Utilities Authority Board

Mayor DuBois explained that with Town Manager Sugerman's retirement the Commission would need to appoint a representative to the Seacoast Utilities Authority Board. Vice-Mayor Glas-Castro asked who serves on the board from the other jurisdictions. Town Manager Sugerman explained that out of the five positions, staff members fill four and an elected official fills one.

Motion: Vice-Mayor Glas-Castro moved to appoint Mayor DuBois as the representative to serve on the Seacoast Utilities Authority Board; 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.

8. Update on the Town Manager Selection Process

Human Resources Director Bambi Turner explained the item (see attached Exhibit "E"). She stated that two applications for the interim town manager position were received as of the January 6, 2015 deadline. They submitted their letters of interest and release of information forms. The names of the two applicants are Louie Chapman, Jr. of Delray Beach and Hector A. Rivera, Sr. of Palm City. She explained that the Commission would receive their redacted applications and release of information forms as part of the packet for the January 21, 2015 Commission meeting. She reported that the Human Resources Department has received seven applicants for the permanent town manager position so far and that the deadline for submitting applications for the permanent town manager position is January 16, 2015. She stated that the seven applicants were as follows: Rich Blankenship of Ironton Ohio; Warren Brown of Clyde Ohio; Louie Chapman of Delray Beach Florida; Mark A. Kutney of Wellington Florida; Joseph F. Pennisi of Sanford Florida; Brian J. Redshaw of Sergeant Bluff Iowa; and Hector S. Rivera of Palm City Florida. She explained that the full applications and release of information forms deadline would be January 23, 2015. She proposed to have all the submitted applications and release of information forms to the Commission at their February 4, 2015 Commission meeting. Vice-Mayor Glas-Castro asked if Kurt Bressner has assisted staff in the process. Human Resources Director Turner stated that Mr. Bressner has assisted in the process and would be available to attend the January 21, 2015 Commission meeting if necessary.

Mayor DuBois explained that he had asked the town manager several days ago if the Senior Advisors would serve as Interim Town Managers and was told that they do not offer that service. He stated that the Senior Advisors assist in the process of identifying an interim town manager or permanent town manager, but the members of their organization do not fill those vacancies. Mayor DuBois asked if the two applicants for interim town manager are not acceptable to the Commission, was there an alternative plan. Human Resource Director Turner explained that there was an alternative plan suggested by Kurt Bressner. Mr. Bressner suggested reaching out to the applicants that apply for the permanent town manager position to see if they would be interested in a six-month probationary or trial run period for the permanent position, if the Commission would agree with this arrangement. Mayor DuBois stated that International City/County Managers Association (ICMA) had suggested appointing someone from staff to fill the role of interim town manager. Vice-Mayor Glas-Castro suggested that the Mayor fill the role of interim town manager. Commissioner Flaherty stated that he would support that. Mayor DuBois stated that he wants to exhaust all other opportunities before considering filling the role of interim town manager. Town Attorney Baird stated that the Town Charter does not permit the dual role of Mayor and interim town manager. Mayor DuBois explained that he would have to resign as Mayor during the interim town manager timeframe (and would agree to do so if it were necessary) and the Commission would need to appoint someone to fill the vacancy on the Commission. He stated that in 2012 a staff member filled the role as acting interim town manager until an interim town manager was chosen by the Commission. He explained that he would prefer choosing a staff member to fill the role of acting interim town manager until an interim town manager was chosen. He thanked Human Resource Director Turner for offering to step into the role of interim town manager at a previous meeting, but felt that there would be a conflict of interest since she would have access to applicants' medical records, among

other information. He stated that having the Human Resources Director have the authority to hire and fire during that time and would have put her in a difficult position. Human Resource Director Turner explained that as HR Director she could not consider medical records in the hiring process at all for any position, including the town manager position. Mayor DuBois suggested that if all other options are exhausted that a member of staff be considered. Commissioner Flaherty asked if all the background checks would be completed on the two interim town manager applicants by the January 21st meeting. Human Resource Director Turner stated yes. Mayor DuBois pointed out that the other applicants' background checks would not be completed by January 21st because the permanent town manager position applicant deadline was not until 5:00 pm on January 23rd.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager Sugerman explained that there is a scheduled road closure on 10th Street between W. Kalmia Drive and Laurel Drive tomorrow (January 8th) from 9:00 a.m. until 4:00 p.m. The detoured traffic would be routed through the residential neighborhood by way of 9th Street. AT&T is providing fiber optic cable service to a business in the area and there would be intermittent closures as they patch up the road at the end of the project.

Commissioner Rapoza wished everyone a happy and prosperous 2015. She asked to add, for reconsideration by the Commission the topic of how long the town manager is going to stay on as an agenda item for discussion and possible action. Mayor DuBois asked Commissioner Rapoza if she had discussed with the town manager his willingness to stay on beyond January 23rd. Commissioner Rapoza stated that she had not. Mayor DuBois stated that it would be up to the town manager if he were willing to make that offer again. Commissioner Rapoza stated that Commissioner O'Rourke was absent at the last Commission meeting when the discussion of extending the town manager's time was discussed and Commissioner O'Rourke did not have an opportunity to share in the discussion. She felt it would be beneficial to whoever is chosen as the interim town manager if the town manager would stay on. She felt that a full Commission should have been present for such a discussion and decision. She stated, for the record, that she could not in full conscience want to bring in an interim town manager without an appropriate induction based on the experience of our town manager, which is why she has made her comments and would like the town manager to comment on his feelings. Town Manager Sugerman stated that he would be happy to comment if the majority of the Commission felt it was appropriate to do so. Commissioner O'Rourke asked for an opportunity to address the issue before the town manager responded to Commissioner Rapoza's question and Commissioner O'Rourke stated that it was his belief that they should move forward with the process of hiring an interim town manager and he would not take Commissioner Rapoza's position. He stated that he would take the position that they move on with an interim town manager. Mayor DuBois stated that he was glad that the Commission did not have to put Commissioner O'Rourke in the tiebreaker position, because that is generally the position of the Mayor. Commissioner Rapoza stated that she wanted Commissioner O'Rourke's comments on the topic.

Commissioner Flaherty wished everyone a Happy New Year. He thanked Anne Lynch and Roger Michaud for what they and their organizations do for the community.

Commissioner O'Rourke stated that it was a New Year and the New Year was starting with a bang; the bang being that the Commission was looking for a new town manager. He stated that there are many things that are happening in the Town that can change the direction that they are going in a significant way. He stated that it was very important that they get it right, and that there are some visions that the Commission have for the direction of this great Town for its future. He stated that he looks forward to that challenge. He looks forward to having a town manager come in who would be willing to accept that challenge with them and that he thinks all things are good and they can move forward and have a great New Year in a new direction.

Vice-Mayor Glas-Castro stated that she has several legislative meetings coming up. She asked staff earlier in the day to provide her with the list of priorities and received the minutes. She asked if the Commission could direct staff to place the Town's legislative priorities in a more presentable fashion than the minutes, so she can distribute them during the meetings. The Commission agreed. She stated that everyone has been invited to a Wawa presentation and asked if Wawa had expressed an interest of coming to Lake Park. Town Manager Sugerman stated that staff has not been approached by Wawa.

Mayor DuBois stated that he requested that staff send all the Commissioners the North County Intergovernmental meeting agenda. He wished everyone a prosperous New Year. He announced that the Sunset Celebration would be held on January 30th at Lake Shore Park. He announced that the Library would hold its annual book sale on January 24th.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:05 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Exhibit "A"



Mark your calendars!
You don't want to miss these

Great events at our
Lake Park Public Library
during January:

Calling all book lovers!



The ANNUAL BIG BOOKSALE

January 24th From 8:45 am - 2 pm

Front lawn, 529 Park Ave, Lake Park *** Parking available on Park Ave in front of the library***

Our annual Friends of Lake Park Public Library book sale is really BIG with something for for everyone: Cookbooks, textbooks, children's books, rare and so much more!

All proceeds benefit our Town Library, so drive up with your pickup or walk up with your wagon to take all of your favorites!



Don Brown



The Friends of The Lake Park Public Library Proudly Presents

The Morphine Dream

By Donald Loring Brown

January 20, 2015 at 6:30 pm - Schuyler Meeting Room

Join us for a Reading and Book Signing with Donald L. Brown

Books will be available for purchase during the event

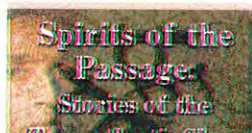
"A most inspirational memoir..." Alan M. Dershowitz, internationally acclaimed author, criminal defense and civil liberties lawyer, and Professor of Law at Harvard Law School (http://www.brucebrowser.com/node/51306)

"The story of Brown's life is also slated to be made into a documentary..." (Dave Lundgren on http://empirepress.com/2012/06/author-don-brown-writes-about-waterville-in-new-book/)



January 20, 6:30 pm, Schuyler room
Seating is limited, so RSVP soon!

LEARN MORE



Come and wander through our
#Mel Fischer Institute exhibit and
take a step back into time past!

*beginning January 12th

An informative workshop is also scheduled
January 24th at 1:30 pm in the
Schuyler Room – for ages 12 years to adult

Seating is limited, so RSVP asap!

***The first 20 workshop attendees will receive a **FREE** Calendar ***



Compliments of The Gilder Lehrman Institute of American History

Did you know?

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The Town Lake Park | 535 Park Avenue | Lake Park | FL | 33403



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2015

Agenda Item No. 4

Agenda Title: CREATING CODE PROVISIONS FOR FLEXIBLE LAND DEVELOPMENT REGULATIONS.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on 2nd Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 12/18/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Town Clerk, Acct. #106-48100), Attachments (Ordinance 16-2014, Copy of Legal Ad), Advertised (Date: 12-28-2014), and notification details.

Summary Explanation/Background:

TOWN COMMISSION (12/17/14 - 1st Reading): APPROVED 4-0.

Over the past few months, staff has been reviewing several projects for new developments and redevelopments within the Town. Staff has also had the privilege of attending several economic development meetings with its North County partners. In light of the economic upturn, an analysis of the Town Code and its flexibility (or lack thereof) was performed. While the Town's Land Development Code was developed over the last 40 plus years and of course, has also been modified throughout this lengthy timeframe, the Town is now over 90% built-out. While staff is concurrently in discussion on a project that would update/modernize the permitted uses allowed within the various zoning districts in order to eliminate inconsistencies and antiquated language in the Code, it is important that the Code provide some flexible land development regulations

for those seeking to develop or redevelop on lots that exemplify unique conditions. While variance or waiver applications will continue to be available to applicants, in an effort to more appropriately account for the Town's current conditions; provide business-friendly initiatives; and promote economic development through a systematic, fair, simple and more practical development standard(s) alternative, staff is proposing a new Code Section entitled: "Flexible Land Development Regulations " AND modifications to the existing "Architectural Design Guidelines" as it relates to parcels located along industrial corridors.

THESE ACTIONS ARE BEING PRESENTED AS TWO SEPARATE ORDINANCES.

An initial discussion, in the form of a workshop item, related to the Flexible Design Standards occurred at the September 8 Planning & Zoning Board meeting. At this meeting, the overall concepts were presented for discussion and staff received some excellent feedback from the Board members. This feedback included possibly incorporating minimum requirements as well as exploring a standardized percentage waiver approach which staff incorporated in the proposed language. The Town Attorney was also very helpful in providing some useful examples from the Town of Jupiter. While other municipalities were researched as well, every municipality seems to use slightly different approaches due to the unique layouts and configurations found throughout Palm Beach County. A second Planning & Zoning Board meeting on this topic was held on December 17, 2014. At this official public hearing, the Planning & Zoning Board members discussed the proposed code sections and provided language modifications aimed to make certain proposed sections more clear, all of which have been incorporated in the proposed Ordinances. A recommendation of approval was unanimously approved by the Board.

Staff believes this "flexible" land development regulation approach (which can also be referred to as indirect incentivizing), should be granted to our entire non-residential development and redevelopment area and that this can be accomplished comprehensively given our rather smaller 2.5 square mile Town size and relatively similar parcels that are both smaller in size and for those that are built-out, in a non-conforming status as it relates to building setbacks; landscape buffer widths and planting; and off-street parking.

Staff is specifically proposing an administrative approval process which would provide relief from certain land development regulations for parcels that are up for development or redevelopment in non-residential areas.

The first area of focus is BUILDING SETBACKS. Various commercial/industrial zoning districts have building setbacks which range on average at about 25 feet from the front property line; 15 feet on the side; and 7 feet at the rear. The ordinance proposes a maximum 20% reduction for lot sizes less than 1.0 acre or for parcels with topographic limitations (to facilitate the design and development or redevelopment of these parcels).

Secondly, a maximum 20% reduction, for parcels 1.0 acre in size or less, of off-street parking spaces if a parking needs analysis is submitted; OR an adaptive re-use along with a parking needs analysis being submitted (for example, an older warehouse is converted to a lofty office space); OR an addition to an existing site is proposed whereby the proposed addition meets the parking requirements, but the existing structure's operation retains the existing parking spaces even if they are less than the current code requirement. As it relates to off-street parking, the proposal also requires a minimum of 5 parking spaces on site at all times.

Thirdly, landscape buffer widths and the actual plantings within these landscape buffers would also be modified. The intent is to be able to administratively waive, for lot sizes 1.0 acre or less, up to 20% of the landscape buffer width, along with the number of plantings, if they interfere with certain public agency, or public or private utility requirements. However, a minimum 6 foot buffer width will always be required per the proposed language to ensure an adequate width for planting. For example, the current front property line landscape buffer width requirement is 15 feet. If the maximum is applied, it would reduce the width to 12 feet through this administrative process. Alternately, the interior lot landscape buffer width requirement is 8 feet, which would reduce it to just over 6 feet if the maximum 20% reduction is applied through this administrative process. It is important to note that if this process is used, a variance cannot be applied for under the same code section. If an applicant is able to meet the variance criteria and prefers to go the variance route, which will require the public hearing process, this will always remain an option. Additional conditions of approval and/or mitigation will be applied at staff's discretion if the administrative waiver process is selected.

In conclusion, the key takeaways for the Flexible Development Standards proposal are... MAXIMUM 20% reduction; MAXIMUM 1.0 acre parcel size; with minimum standards for off-street parking and landscape buffers.

The proposed Ordinance is enclosed.

Recommended Motion: I move to ADOPT Ordinance 16-2014 on second reading.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2015

Agenda Item No. 5

Agenda Title: MODIFICATION TO THE ARCHITECTURAL DESIGN GUIDELINES IN THE TOWN CODE FOR NONRESIDENTIAL BUILDINGS.

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

Approved by Town Manager [Signature] Date: 12/18/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Town Clerk, Acct. #106-48100), Attachments (Ordinance 17-2014, Copy of Legal Ad), Advertised (Date: 12-28-2014), and Yes I have notified everyone OR Not applicable in this case ND.

Summary Explanation/Background:

TOWN COMMISSION (12/17/14 - 1st Reading): APPROVED 4-0, adding Park Avenue Extension Road to Section 78-333 (2) and (3)(c).

Over the past few months, staff has been reviewing several projects for new developments and redevelopments within the Town. Staff has also had the privilege of attending several economic development meetings with its North County partners. In light of the economic upturn, an analysis of the Town Code and its flexibility (or lack thereof) was performed. While the Town's Land Development Code was developed over the last 40 plus years and of course, has also been modified throughout this lengthy timeframe, the Town is now over 90% built-out. While staff is concurrently in discussion on a project that would update/modernize the permitted uses allowed within the various zoning districts in order to eliminate inconsistencies and antiquated language in the Code, it is important that the Code also provide some flexible land development regulations for those seeking to develop or redevelop on lots that exemplify unique conditions. While variance or waiver applications will continue to be available to

applicants, in an effort to more appropriately account for the Town's current conditions; provide business-friendly initiatives; and promote economic development through a systematic, fair, simple and more practical development standard(s) alternative, staff is proposing a new Code Section entitled: "Flexible Land Development Regulations " AND modifications to the existing "Architectural Design Guidelines" as it relates to parcels located along industrial corridors.

THESE ACTIONS ARE BEING PRESENTED AS TWO SEPARATE ORDINANCES.

In addition to the flexible land development regulations presented under a separate ordinance as a business-friendly, economic development tool, staff is also taking this opportunity to address certain architectural design guidelines, ALREADY IN EXISTENCE IN THE TOWN CODE, for internalized industrial parcels. Specifically, for those parcels located along 10th Court, 12th, 13th, 14th, 15th Streets, Brant Road, Miller Way, Newman Road, Joule Road, Kinetic Road, Gateway Road, South Killian Drive, and North Killian Drive. Staff is proposing, from a feasible and reasonable development and redevelopment standpoint of course, given their internalized industrial-type location and uses, that the use of certain materials such as wood that is stained or painted, metal siding that is vinyl-coated or otherwise coated, glass window systems and fluted block that is split and scored or ribbed, are permitted along the facades, as long as 25% of the façade for buildings fronting Old Dixie Highway, Watertower Road, Park Avenue Extension Road and Silver Beach Road, incorporate additional preferred exterior materials as listed in the proposed ordinance.

Additionally, staff is proposing flexibility for these same parcels, to the applicability of blank walls (WITH THE EXCEPTION OF FRONT WALLS) such that side and rear walls within these areas measuring less than 100 feet in length, that are used primarily for garage bay door access, are exempt from adding additional decorative features other than variation in color and material as required by other sections of the architectural design guidelines.

Finally, the Code currently requires two roof offsets, one which is required to be located on the front façade. Staff is proposing that these same parcels, shall be permitted to provide a minimum of one front façade roof offset (i.e. vertical change), with the exception of corner lots that are required to incorporate an additional roof offset along the side street façade.

In conclusion, while staff was modifying the various sections of this Chapter, it also took advantage and cleaned up the Applicability section in Section 78-330 of these Architectural Design Guidelines so that the language is more consistent and that the REPAINTING OF NONRESIDENTIAL BUILDINGS would also be subject to the Building Color and Finish provisions of the Architectural Design Guidelines in order to protect the aesthetic integrity of our commercial/industrial corridors. Currently, nonresidential buildings that are simply repainting, can paint the exterior ANY color, per the existing code requirements.

In conclusion, the Town of Lake Park is fortunate to have a variety of corridors ranging from residential, commercial and industrial. The Town's existing architectural guidelines, both in our general code and along Northlake Boulevard, provide increased aesthetic requirements for what are intended to be commercial developments along our main commercial corridors. In order to promote development and redevelopment along highly-industrial, internalized corridors within the Town, staff is also proposing the relaxation of the architectural design standards aforementioned, that are otherwise impractical and financially unreasonable and consequently, hinder the likelihood of development or redevelopment within these specified areas. The proposal still aims to preserve the aesthetic integrity throughout the entire Town given the additional architectural design standards that are already in existence in the code.

Recommended Motion: I move to ADOPT Ordinance 17-2014 on second reading.



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2015

Agenda Item No. 6

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE LAKE PARK PIRATE'S FEST TO WAIVE PARKING METER FEES ON THE EVENT DAY.

- Special Presentation/Reports, Board Appointment, Public Hearing - Ordinance on 1st Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 12/18/14

Nadia Di Tommaso / Community Development Director [Signature]

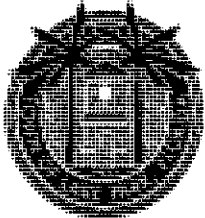
Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Copy of Special Event Application), Advertisized (N/A), and notification details.

Summary Explanation/Background:

A special event permit application was submitted by Larry Marble and the Lake Park Kiwanis on December 2, 2014 to the Community Development Department for holding an event they are calling the Lake Park Pirate's Fest. The event would take place in Lake Shore Park on Saturday, January 31st, 2015 from 10:00AM to 7:00PM. On December 16, 2014, the event organizers requested that the Town consider waiving parking meter fees around the park area on the event day. This request can only be approved by the Town Commission. The organizers are not requesting any additional waivers from the Town.

It is also important to recognize that this event is proposing live entertainment throughout the event day from 10am to 7pm. The Code exempts public performances being conducted in conjunction with a special event permit under Section 10-161(2) from meeting the noise levels in the noise ordinance. Consequently, as part of the special event permit conditions of approval, staff will be requiring that event flyers are posted within surrounding residential complexes located immediately adjacent to the park at least 14 days before the start of the event.

<u>REQUESTED CATEGORY</u>	<u>VALUE</u> <i>(monetary or other)</i>	<u>APPLICANT REQUEST</u>	<u>NOTES</u>
Parking Meters (Tennis Court Lot; Lake Shore Lot; Greenbriar Drive; Foresteria Drive)	<i>(potential MAX value)</i> \$114 per hour for 9 total hours = \$1,026 at FULL capacity throughout the entire event.	WAIVE ALL FEES, ALL DAY	<i>*please note that the operating hours for the parking meters are 6am - 8pm, even though the event hours are from 10am-7pm.</i> Greenbriar Drive (30); Foresteria Drive (19); Lakeshore Lot (42); Tennis Court Lot (23)
<p><u>TOTAL:</u> Potential Revenue Loss During Event Hours (assuming parking meters are utilized at full capacity) = <u>Parking Meters:</u> \$1,026</p>			



* COI & copies of ^(alcohol) permits not yet received

* signage, visuals ^(+ permit) not yet received

DATE/TIME RECEIVED:
Community Development
DEC 02 2014

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Community Development Director at least 60 days in advance of your event by calling 561-881-3319.
This Application must be completed and submitted by the Event Organizer ("Applicant")

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Community Development Department not less than twenty-one (21) calendar days prior to the date of the proposed Event.
For events being proposed on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$75.00 (\$25.00 for Non-profit organizations)

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

(If applicable)

Name of Applicant (i.e. Event Organizer):

LARRY MINOBLE 537-0555

LAKE PARK KIWANIS

ROGER MICHAUD - 512 3914

Name of Event:

LAKE PARK PIRATE FEST

Address/Location of Event:

LAKE SHORE PARK

(Requesting that parking meters are waived): Greenbriar / Forester Lakeshore Lot / Tennis Court Lot

If this Event requires a Town facility rental, please contact our Parks and Recreation Department at 561-881-3338 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

(request made 12-16-14)

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	1/31	SAT	10	() AM () PM 7 () AM () PM
Event Day 2	_____ () AM () PM _____ () AM () PM			
Event Day 3	_____ () AM () PM _____ () AM () PM			
Event Day 4	_____ () AM () PM _____ () AM () PM			
Event Day 5	_____ () AM () PM _____ () AM () PM			
Event Day 6	_____ () AM () PM _____ () AM () PM			

Additional Applicant Information:

Name: JOHNNY RINGO SMITH LAKE PARK KIWANIS

Address: 1084 RAIN TREE DR. ROGER MICHAUD

State/Zip: PBLe, FL, 33410 LAKE PARK, FL.

CONTACT PHONE: 561 633 2041 561 512 3914

Alternate Phone # _____

Fax: _____

E-mail: PIRATEHERDS@YAHOO.COM

Description and Purpose of the Event

Estimated number of participants? 5000

Has this event ever occurred in the Town of Lake Park? Yes No _____

Has this site had a Special Event Permit this calendar year? Yes No _____

Will there be an admission fee for the Event? If yes, how much? Yes _____ No

DONATIONS ACCEPTED

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure? Yes ___ No X

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes:
(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size 10x10)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Food Vendors
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe _____)
- Portable Restrooms (if yes, please describe _____)
- Dumpsters/Trash Receptacles
- Portable stage
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES

KP CONCESSIONS _____

Will the event require the use of electricity? Yes No

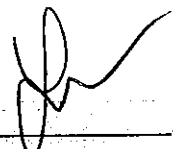
Will the event require water hook-up? Yes No

*Will food and/or beverages be served? Yes No

*Will the event have vendors or concession sales, including food? Yes No

****If the answers to the above questions are YES, the Applicant is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses. Florida hood system inspection reports are required for all food trucks and must accompany this Special Event Permit Application.***

All Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

The Applicant holds full responsibility and liability for its vendors. 
(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes No

*****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes No

******If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

Will the event have an official "Flyer" and/or promotional materials? Yes No
If yes, please provide a copy of the "Flyer".

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Please Sign and Date

✓ **PARKS & RECREATION DIRECTOR:** *(If applicable)*

DATE: _____

✓ **PUBLIC WORKS DIRECTOR:**

DATE: _____

MARINA DIRECTOR: *(If applicable)*

N/A

DATE: _____

✓ **PALM BEACH COUNTY SHERIFF:**

DATE: _____

✓ **PALM BEACH COUNTY FIRE-RESCUE:**

DATE: _____

✓ **RISK MANAGEMENT:** *(If applicable)*

DATE: _____

✓ **CODE COMPLIANCE OFFICER:**

DATE: _____

ADA Requirements
Insurance Requirements

COMMUNITY DEVELOPMENT DIRECTOR:

DATE: _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: _____

APPLICANT PRINTED NAME: _____

LARRY MARBOE

DATE: _____

12/2/14

LAKE PARK

PIRATE FEST

LAKE PARK SEAFOOD & MUSIC FEST 2014

2015

Bars

VIP Area

Portalets

Bounce Houses



Google Earth

Eye alt 1323 ft

26°47'53.55" N 80°05'09.25" W elev 0 ft

Imagery Date: 5/21/2011 1995

GoogleEarth Placemark

Kelsey Park, Lake Shore Dr, Lake Park, FL

Sponsor VIP Parking

FOOD COURT

Host Tent

UNION HALL

VENDOR PARKING

MAIN STAGE



Exhibit "E"

Town of Lake Park Town Commission


Agenda Request Form

Meeting Date: January 7, 2015

Agenda Item No. 8

Agenda Title: Update on the Town Manager Selection Process

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

Approved by Town Manager  Date: 12/22/14
Bobbi McMillon
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ 256.00 (cost of the ICMA advertisement) Funding Source: Acct. # 145-48100 <input checked="" type="checkbox"/> Finance <u>BKR</u>	Attachments: Copy of Advertisement for the Town Manager Position; and, copies of email exchanges between the Town Manager and Kurt Bressner of ICMA/FCCMA
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

At its December 17, 2014 meeting, the Town Commission directed that staff provide a tentative schedule for the recruitment of the next Town Manager. Such tentative schedule is as follows:

- **12/18/2014 – Prepare advertisement and Town profile:**
 - Staff prepared the advertisement for this position pursuant to Commission direction at its December 17, 2014 meeting, and on December 18, 2014 submitted it to the following sources (a copy of the advertisement is attached for ease of reference):
 - Town of Lake Park website
 - Town of Lake Park Cable Channel 18
 - Florida League of Cities (FLC), which includes the Florida City/County Management Association publications, the FLC eNews (formerly the Datagram), and Ken Small's CMs
 - Palm Beach County League of Cities
 - International City/County Management Association (ICMA), which includes the ICMA Newsletter, Job Opportunities and the ICMA Career Network
 - Career Source
 - Job Spider website as well as other free websites
- **1/7/2015:**
 - Commission to identify the qualities it would like the new Town Manager to possess; Florida City/County Management Association (FCCMA) Senior Advisors to provide proposed interview questions to the Commission based upon such qualities.
- **12/18/2014 to 1/16/2015:**
 - Timeline for receipt of the Release of Information and Contact Information Form, current resume and cover letter from applicants
- **1/23/2015:**
 - Deadline for receipt of the full Employment Application
- **2/04/2015:**
 - FCCMA Senior Advisors to identify 10 – 12 semi-finalists at a public meeting; Commission to identify 5 – 7 finalists for interviews from among this list
- **2/5/2015:**
 - HR Dept. to commencing full criminal and employment background checks, degree verifications, credit checks, media checks, litigation checks, and telephone employment reference checks on each finalist to be interviewed
 - HR Dept. to work with the Commission in scheduling the date for interviews of each finalist which will consist of individual interviews of each finalist with each member of the Commission in the morning, and public interview of each finalist by the Commission in a public meeting. The day will conclude with a reception to provide the community with the opportunity to meet and interface with each finalist.

- **2/10/2015:**
 - HR Dept. will confirm the interview date with each finalist and make all necessary travel arrangements.
- Once the interviews have been completed and the Commission has identified the final candidate, it will direct the Town Attorney to commence employment contract negotiations and establish the start date.

The Commission also directed that staff provide a listing of the proposed qualities it would like the new Town Manager to possess. Such proposed qualities are as follows¹:

- Consensus builder
- Decisive; good judgment
- Excellent communicator to the public, employees, Commissioners
- Honest, ethical, moral
- Willing to work whatever hours are needed
- Outstanding leadership skills
- Keeps composure at all times
- Sensitive to others' needs and positions
- Keeps current on Town/County projects
- Willingness to be innovative
- Available
- Timely executes Commission policy
- Treats everyone with respect; even-handed
- Cooperates with other governments
- Recruits and retains competent staff
- Decentralized management style, but holds people accountable
- Believes in strategic planning
- Ambassador for the Town/county
- Outgoing, confident, positive, proactive, approachable
- Good listening skills
- Demands accountability, and willing to be held accountable
- Strong knowledge of municipal government
- Good presentation skills
- Understanding of the municipal budget process
- Verifiable documentation that the applicant meets the minimum qualifications required for the position
- Completeness of the application submittals

1. The first 21 qualities are proposed by the FCCMA. The last five qualities were proposed by staff during the 2012 Town Manager search.

The Commission also directed that a letter to FCCMA be prepared and that their response be included as part of this agenda item. Attached are copies of the email exchanges between Town Manager Dale Sugerman and Kurt Bressner, International City/County Management Association and FCCMA Florida Senior Advisor Coordinator, who will take the lead on this recruitment project which will suffice in this regard.

Recommended Motion: There is no recommended motion as the purpose of this agenda item is to provide an update on the Town Manager selection process.

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2015



Agenda Item No. 5

Agenda Title: Authorizing the Mayor to Sign the Parking Meter Maintenance Contract with Duncan Products.

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

Approved by Town Manager  Date: 1/5/15


David Hunt / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: \$11,110.00 Funding Source: Fiscal Year 2015 Parking Meter Budget Acct. # 450-34000 # 450-49300 [X] Finance <u></u></p>	<p>Attachments: -Duncan Products Annual Maintenance Quote, Including Standard Terms and Conditions</p>
<p>Advertised: Date: _____ Paper: _____ [X] Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case <u></u> Please initial one.</p>

Summary Explanation/Background:

The renewal of the parking meter maintenance contract with Duncan Parking Technologies, Inc. is required to keep the entire system operating on a day-to-day basis and its approval is considered a "housekeeping" matter. This annual contract is for Duncan Parking Technologies, Inc. to provide maintenance support, via telephone and internet, for all of the hardware and software associated with operating the Town's parking meter system. In addition to maintenance, the contract will cover

the monthly charges for wireless telecommunication services, licensing for use of Duncan's proprietary software, remote access via the internet, and system hosting.

The maintenance period covered by this contract shall run from January 1, 2015 to December 31, 2015. When the contract expires on December 31, 2015, it will be three months into Fiscal Year 2016.

The contract has \$3,550.00 worth of annual maintenance services and \$7,560.00 worth of monthly fees (on an annual basis). The contract's Standard Terms and Conditions, CANCELLATION OR TERMINATION, states, "No order once accepted by Seller can be cancelled by buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses."

Duncan Parking Technologies, Inc. is the **sole source** for providing the software and communications to their parking meter equipment.

The funds for this recurring expense were approved with the Fiscal year 2015 Budget.

Recommended Motion: I move to authorize the Mayor to sign the parking meter maintenance contract with Duncan Products.

Duncan Products Annual Maintenance Quote



Quote ID: 14 12 15 202a
 Prepared for: Lake Park

Date Prepared: 12/15/2014
 Ship-to Region: FL

Maintenance Period: 01/01/2015 - 12/31/2015

Product ID	Description	Unit Price	Qty	Total
1. AutoCITE/AutoISSUE Annual Maintenance Fees				
X3LCIW - MAINT	X3LCIW Annual Maintenance	550.00	3	\$ 1,650.00
SW - PCI - MAINT	Parking Citation Issuance Maintenance	600.00	1	\$ 600.00
SW - AC - MAINT	AutoCLUSTER Annual Maintenance	200.00	1	\$ 200.00
Annual AutoCITE/AutoISSUE Maintenance Fee Total				\$ 2,450.00
2. AutoTRAX Annual Maintenance Fees				
X3LTI - MAINT	X3LTI Annual Maintenance	500.00	1	\$ 500.00
SW - AT - MAINT	AutoTRAX Single Space Meter Management System Annual Maintenance	600.00	1	\$ 600.00
Annual AutoTRAX Maintenance Fee Total				\$ 1,100.00
3. Monthly Fees (AutoCITE & Multi-Space Meter)				
X3 - WIRELESS	AutoCITE X3 Wireless Services includes Telecommunication SIM fee (per handheld/per month)	100.00	3	\$ 3,600.00
MSM - AT	AutoTRAX Wireless Parking Management includes user licensing, remote access via Internet, system hosting, wireless communications costs and telephone & internet support services (per meter/per month)	55.00	6	\$ 3,960.00
Annual Total for monthly Fees				\$ 7,560.00
Annual Total				\$ 11,110.00

4. Comments

This quote is valid only for the period of 01/01/2015 to 12/31/2015 and only for the equipment and software listed. Should additional hardware or software be added, the annual maintenance fee will be subject to additional charges.

Payment - Net 30 days

Please Send Purchase Order To:
 Duncan Parking Technologies, Inc
 Attn: Meigan Lindholm
 2218 Faraday Ave., #120
 Carlsbad, CA 92008
 Ph: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

 Authorized Signature

 Date

 Print or Type Name

 Phone Number

Continued on next page

Duncan Products Annual Maintenance Quote



Quote ID: 14 12 15 202a

Date Prepared: 12/15/2014

Prepared for: Lake Park

Ship-to Region: FL

Maintenance Period: 01/01/2015 - 12/31/2015

Product ID	Description	Unit Price	Qty	Total
------------	-------------	------------	-----	-------

Bill To Address:

Ship To Address:

Ship To Phone Number:

Duncan Parking Technologies, Inc. Standard Terms and Conditions
Revision 2012 05 21 100g

The terms and conditions contained herein (Terms) apply to the sale to any Buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc., a Delaware Corporation having a location at 633 West Wisconsin Avenue Suite 1800 Milwaukee, Wisconsin U.S.A. 53203, and any of its affiliates or subsidiaries (Seller). Buyer and Seller may be referred to herein individually as Party or collectively as Parties.

1. **AGREEMENT.** All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, consignment or other documents incorporated into these Terms by Seller. All different or additional terms or conditions proposed at any time in any form by Buyer are expressly rejected. The Parties agree that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein, in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of the Parties.

2. **ORDERS AND ACCEPTANCE.** Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by: (a) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (b) Buyer execution and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's quotation and these Terms by Buyer, in a form acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the sixth (6th) business day after receipt of such goods or services, whichever occurs first.

3. **SPECIFICATIONS.** All specifications, descriptions, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided 'as is' and are subject to change at any time at the sole discretion of Seller.

4. **INVOICES AND PAYMENT.** Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due net thirty (30) days from date of invoice unless otherwise specified by Seller in quotation. Seller reserves the right to assess late fees on overdue payments at a rate of 1 1/2% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Seller invoice.

5. **SHIPPING AND DELIVERY.** Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of estimate. Seller is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Seller's dock unless otherwise specified in the Agreement. Buyer bears all risk of damage or loss in transit.

6. **PRODUCT OR SERVICE CHANGES.** Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery and price at Seller's sole discretion. Cancellation charges will be assessed on orders or shipments rescheduled greater than eight (8) weeks later than original order or ship date.

7. **PRODUCT OR SERVICE LIMITED WARRANTY.** (a) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (b) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of ninety (90) calendar days from date of shipment. (c) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and maintenance. Products must be shipped at Buyer's expense and risk of loss to Seller's location within the warranty period and in compliance with current warranty requirements. (d) All warranty claims must be made in writing during the warranty period. (e) Seller, at its sole discretion, reserves the right to reject any claim it determines not covered by warranty. (f) Prior to Buyer's return of products or services, Buyer must obtain a return merchandise authorization (RMA) in compliance with Seller's procedure. (g) Seller assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. **NO ADVICE OR RECOMMENDATION MADE OR GIVEN BY SELLER CONSTITUTES ANY ADDITIONAL OR DIFFERENT WARRANTY THAN EXPRESSLY STATED HEREIN. THIS LIMITED WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT.**

8. **PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY RIGHTS.** If any product is manufactured or modified according to any request by Buyer or designs or processes specified by Buyer, Buyer hereby indemnifies and saves harmless Seller, its affiliates, officers, agents and employees, from any expenses, losses, attorney fees, costs, damages or other liability which may be incurred as a result of actual or alleged infringement of patent, copyright or trademark rights.

9. **LIMITATION OF LIABILITY.** Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER'S LIABILITY HEREUNDER IS LIMITED TO PRICE ACTUALLY PAID BY BUYER, LESS ANY DISCOUNTS, PROMOTIONS OR CREDITS APPLIED, FOR THE PRODUCTS OR SERVICES, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER ENTITY OR PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR OTHER INCOME OR OTHER COSTS OR EXPENSES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES COVERED HEREIN, WHETHER ARISING FROM BREACH OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OF SELLER, OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. **SELLER'S REMEDIES.** (a) Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where: (i) If Buyer fails to fulfill the terms of payment for any shipment, or (ii) Seller determines that Buyer's ability to pay or meet other obligations under the Terms of the Agreement or any other agreement has changed, or (iii) should Seller at any time determine conditions do not warrant shipment based on the Terms, or (iv) Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order by Buyer upon failure to pay any order as due. (b) Should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (c) Buyer hereby grants to Seller a security interest in all products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. (d) If Buyer fails to make any payment as due, or if a receiver shall be appointed for Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is considered in material breach of the Agreement and Seller is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. **PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP.** All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of the Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, Buyer acknowledges and agrees that in the event Buyer elects to dispose of the system, or any portion thereof, in any way without the express written consent of Seller, the Agreement automatically and immediately terminates without notice. Firmware and software are proprietary products of Seller or third parties and are protected under United States copyright laws. Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on multiple central processing units (CPUs) concurrently than licensed. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted or implied unless expressly granted in writing by Seller.

12. **INDEMNIFICATION.** Each Party agrees to protect, defend, hold harmless and indemnify the other and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered, (c) defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Seller will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (i) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing product for the infringing product. Seller's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer, both Buyer and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.

13. **FORCE MAJEURE.** Neither Party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials. The non-performing Party shall make all reasonable efforts to notify the other as soon as possible of the circumstances and expected duration of non-performance.

14. **LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY.** No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disclosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferable, revocable license to use products and services provided by Seller. Products and services shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in the Agreement. **SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF**

SUPPORT FOR MS WINDOWS OPERATING SYSTEMS, ORACLE DATA BASE SERVER SOFTWARE OR ANY OTHER THIRD PARTY SOFTWARE OR HARDWARE.

15. **DELAYS.** If a specific shipping date is not agreed in writing between the Parties, Seller is not liable for any loss or damages resulting from any actual or alleged delays.

16. **EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS.** In the event the products or services or any portion thereof furnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial", "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such agreement, material or information other than to the minimum number its own employees required for evaluation.

17. **RETURNS.** Returned materials will not be accepted unless authorization has been given by Seller. Seller will provide Buyer with a return merchandise authorization (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion.

18. **CANCELLATION OR TERMINATION.** No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any material provision of the Agreement or any other agreement between the Parties, (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or fails to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

19. **TAXES.** All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

20. **WAIVER.** The failure of either Party at any time to enforce or insist upon any obligation or right herein or to exercise any right under the Agreement shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

21. **AGENCY AND THIRD PARTY RIGHTS.** Buyer and Seller are independent contracting Parties and nothing in the Agreement makes either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. The Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in the Agreement gives either Party the right to use any corporate names, trademarks or trade names of any other Party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, guaranty or inducement with respect to infringement of any rights of third parties.

22. **COMPLIANCE WITH LAWS.** Seller complies with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer; recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.

23. **GOVERNING LAW.** These Terms are governed by the laws of the State of Wisconsin, except where applicable state law disallows Buyer from being bound by the laws of the State of Wisconsin then the laws of the state of Buyer's physical location shall govern, however in any case without regard to any conflicts of laws principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods.

24. **MISCELLANEOUS.** (a) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves. (b) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (c) No part of the Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seller. (d) Buyer may not set-off or reduce any amounts owed hereunder, or any indebtedness or any other claim Buyer or Buyer's affiliated or related companies may have against Seller, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such Term is deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule. All remaining provisions of the Agreement remain in full force and effect. In such case the Parties agree to replace the unenforceable or invalid Term with language that meets the original intent. (f) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the Parties shall be submitted to arbitration under the rules of the American Arbitration Association at the request of either Party. (g) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (h) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (i) The Agreement is effective on the date Seller's quotation or estimate is executed by Buyer, or Buyer's purchase order or other order is accepted by Seller either in writing or through execution of work against such order. Any executed copy is deemed an original.

New Business

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2015

Agenda Item No. **6**

Agenda Title: Selection of the Interim Town Manager

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 1/14/15

Name/Title Pamela McElhara - Human Resources Director

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copies of Interim Town Manager Application Material Received
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case: BMT Please initial one.

Summary Explanation/Background:

Following the application deadline of January 6, 2015 for the position of Interim Town Manager, Staff requested that full Town of Lake Park Employment Application Forms be submitted by the following applicants:

- Louie Chapman, Jr., of Delray Beach, Florida
- Hector A. Rivera, Sr., of Palm City, Florida

Copies of the application materials received from the above two applicants are attached as back-up to this agenda item.

Recommended Motion: I move to select _____ as the Interim Town Manager for the Town of Lake Park.

LOUIE CHAPMAN, JR.

4757 N Classical Boulevard
Delray Beach, Florida 33445-1210
January 5, 2015

Bambi McKibbon-Turner, M.S., HRM
Director,
Department of Human Resources
Town of Lake Park, FL
535 Park Avenue
Lake Park, FL 33403

RE: Interim Town Manager

Dear Mrs. McKibbon-Turner,

I wish to express my interest in the position of Interim Town Manager of Lake Park, FL.

I have a team building style of management. I believe in developing the talents of the people around me, the members of my team. A Team work approach, while maintaining accountability and transparency are high priorities to me. My goal is to provide the citizens with high quality services for the tax dollars they invest into the local government.

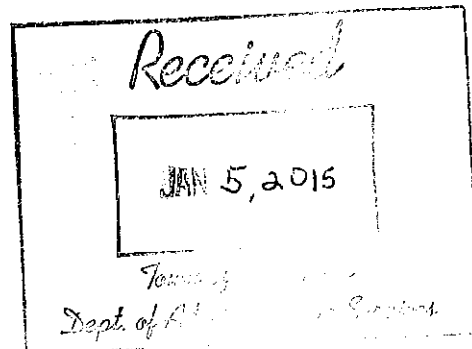
Finally, I believe that the Council and Manager have to develop and maintain a close level of trust, a bond, between the elected and appointed official. From this base of trust, the two partners can launch program initiatives, and approaches that lead to the ultimate goals of a better, stronger community.

I am certain that my experiences, philosophy, skills, and approaches would be an asset to this community as you go through the transition of a retiring Town Manager. My resume is attached.

Very Truly Yours,



Louie Chapman, Jr.



LOUIE CHAPMAN, JR.

4757 N Classical Boulevard, Delray Beach, Florida 33445-1210,

l_chapman@yahoo.com

561.270.7268 (H), 860.983.5106 (C)

EDUCATION

Master of Planning, University of Virginia

Bachelor of Arts in Social Science, Norfolk State University

PROFESSIONAL EXPERIENCE

City Manager

City of Delray Beach, FL

April 2013 to Present

The City Manager serves as the Chief Executive Officer to the vibrant beach community of Delray Beach, FL. Delray Beach is a full service community that offers its citizens a variety of services. The City Manager supervises the departments of Police, Fire, Parks and Recreation, Planning and Zoning, Community Improvement, and Economic Development. The City Manager also supervises the City Clerk, Chief Financial Officer, and Human Resources. The City Manager is responsible for the development and management of the annual operating budget of \$91 million. The City Manager is responsible for long range and strategic planning, capital improvements planning and long term financial planning. The City offers its citizens a wide array of civic and cultural activities to enhance the quality of part year and full year residents. The City Manager is responsible for day-to-day operations of a community of 63,000 people under the policy direction of a five-member City Commission.

Town Manager

Town of Bloomfield, CT

June 1993 to April 2013

The Town Manager serves as Chief Executive Officer for Bloomfield, CT, oversees the departments of Police, Planning and Engineering, Public Works, Leisure Services, Social and Youth Services, Human Resources, and Financial Services. Interfaces with a variety of different citizens and citizen groups, local, State and Federal agencies. Directly involved in the development and refinement of economic development strategies.

Assistant City Manager

City of Charlottesville, VA

July 1986 – May 1993

Under the general supervision of the City Manager, responsible for the day-to-day operations of the departments of Police, Public Works, Social Services, Parks and Recreation, Human Resources, Planning

and Community Development, General Registrar, and the Job Training Partnership Program (JTPP). Responsible for implementation of training programs within the organization. Created improved procedures to expand applicant pools to include minority group members and women.

Commercial Revitalization Coordinator/Community Development Administrator

City of Petersburg, VA

April 1981- July 1986

Coordinated the revitalization program for an older commercial area of the City. Set up a revolving loan program to assist property owners in the rehabilitation of structure in the target area. As the program administrator, planned and implemented the City's annual Community Development Block Grant (CDBG) program. Coordinated the planning and implementation activities with Inspections, Public Works, Parks and Recreation and the Petersburg Redevelopment and Housing Authority. Conducted public hearing, workshops and other citizen participation activities essential the implementation of a successful CDBG program. Wrote various progress reports and newsletters.

Director, Virginia Winterization Program

Virginia Association of Community Action Agencies (VACCA)

Richmond, VA

November 1979 – April 1981

Responsible for the planning, implementation and day-to-day oversight of the statewide program to assist low-income persons with energy-related housing rehabilitation. Many of the programs were operated in partnership with community action agencies or non-profit housing corporations.

Community Development Administrator,

City of Petersburg, VA

March 1978 – November 1979

Responsible for planning and implementation of the city's annual Community Development Block Grant (CDBG) program.

Zoning Administrator,

City of Petersburg, VA

August 1977 – March 1978

Served as the chief zoning enforcement and sub-division compliance officer for the City. Responsible for the technical review and approval of residential and commercial development plans.



Town of Lake Park
 Dept. of Administrative Services

TOWN OF LAKE PARK

DEPARTMENT HEADS AND DESIGNATED EXEMPT POSITIONS INITIAL

APPLICATION, RELEASE OF INFORMATION AND CONTACT INFORMATION FORM

Please type or print clearly, and do not use pencil or revise or reformat this form in any way. Completed forms must be submitted by the applicant directly to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Completed forms will not be accepted by fax or email.

- I am interested in seeking the position of INTERIM TOWN MANAGER. As part of the initial application process, I am submitting by attachment with this form, a true and correct copy of my resume to the Town of Lake Park for consideration.

1. Applicant's Last Name: CHAPMAN, JR

2. Full First Name: LOUIE Middle Name: _____

3. Applicant's Home Address: 4157 N CLASSICAL BOULEVARD
(Do not use a post office box.)

City: DELRAY BEACH State: FL Zip Code: 33445-1210

4. Home Telephone No. (with area code): 561-270-7268

5. Cell Phone No. (with area code): 860-983-5106

6. Email Address: l.chapman@yahoo.com

7. Social Security Number: [REDACTED]

(The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.)

- I hereby certify that my resume and the information provided by me are true and complete. I understand that any misrepresentation or material omission of information by me may serve as a basis for disqualification of consideration of my employment with the Town, and may subject me to termination of employment, if hired. I further understand that submission of my resume and this

form shall serve as the initial step in the application process with the Town and that I must complete each required step thoroughly, completely and accurately.

- I further give my consent to the Town to investigate and verify any information provided on my resume, this form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.
- I hereby authorize any representative of the Town, bearing this release, or copy thereof, to obtain any information in any files pertaining to my educational background, attendance, employment history and disciplinary records. I further release the Town or its employees from any liability for damages resulting from reference checks, background checks associated with this application process.

Louie Chapman, Jr.

Signature of Applicant

1/5/15

Date

Applicant Full Name: LOUIE CHAPMAN, JR
(please print)



TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.

A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. **Applications must be complete at the time they are submitted.** Please answer each question or insert "N/A" if the question is not applicable. **Applications are accepted only for advertised positions.**

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Interim Town Manager
(Please state the position applied for exactly as it has been advertised.)

2. Is this position: Full-time Part-time Temporary Intermittent (Seasonal)
(Please check one of the above boxes.)

3. How did you first learn about this position: Professional Referral ?

4. Applicant's Last Name: Chapman, Jr

5. Full First Name: Louie Middle Name: None

6. Applicant's Home Address: 4757 N Classical Boulevard
(Do not use a post office box.)

City: Delray Beach State: FL Zip Code: 33445
860-983-

Home Telephone No. (with area code): 561270-7268 Cell Phone No. (with area code): 5106

Email Address: l_chapman@yahoo.com

7. Social Security Number: [REDACTED]
(The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.)

8. Have you ever worked for the Town of Lake Park? Yes No
 If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
 JAN 23 2015
 Page 1 of 6 Pages

BY: J.C.

EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: B.T. Washington High School	Date Graduated: June, 1970
Address:	
City/State/Zip Code: Norfolk, VA 23504	
College/University	
Full Name: Norfolk State University	Date Graduated: May, 1974
Address: Corprew Avenue	Major: Social Science
City/State/Zip Code: Norfolk, VA 23504	Degree: Bachelor of Social Science
College/University	
Full Name: University of Virginia	Date Graduated: May, 1977
Address:	Major: Planning
City/State/Zip Code: Charlottesville, VA 22903	Degree: Master of Planning
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Computer proficient

21. Please list any trade or professional organizations to which you currently belong:

Full member, ICMA

EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Delray Beach	Starting Date: April, 2013
Address: 100 NW 1st Avenue	Ending Date: July, 2014
City/State: Delray Beach, FL Zip Code: 33444	Final Salary: \$165,000
Telephone Number (with area code):	
Your Immediate Supervisor: Cary Glickstein, Mayor	
Your Position Title: City Manager	
Duties and Responsibilities: CHIEF EXECUTIVE OFFICER FOR THE CITY. DUTIES INCLUDE OVERSIGHT OF OPERATING DEPARTMENTS, PREPARATION AND OVERSIGHT OF THE ANNUAL OPERATING BUDGET, FINANCIAL PLANNING, ECONOMIC DEVELOPMENT, SHORT AND LONG RANGE PLANNING. CITY MANAGER IS ALSO RESPONSIBLE FOR A VARIETY OF ADMINISTRATIVE DUTIES TOWARD THE OPERATION OF THE CITY.	
Reason for Leaving: LOST CONFIDENCE OF CITY COMMISSION	
Name of Employer: Town of Bloomfield, CT	Starting Date: June, 1993
Address: 800 Bloomfield Avenue	Ending Date: April, 2013
City/State: Bloomfield, CT Zip Code: 06002	Final Salary: \$157,000
Telephone Number (with area code): 860-769-3502	
Your Immediate Supervisor: Sydney T. Schulman, Mayor	
Your Position Title: Town Manager	
Duties and Responsibilities: CHIEF EXECUTIVE OFFICER FOR THE TOWN. DUTIES INCLUDE OVERSIGHT OF OPERATING DEPARTMENTS, PREPARATION AND OVERSIGHT OF THE ANNUAL OPERATING BUDGET, ECONOMIC DEVELOPMENT, SHORT AND LONG RANGE PLANNING. TOWN MANAGER IS RESPONSIBLE FOR INTERFACING WITH TOWN COUNCIL MEMBERS, ELECTED AND APPOINTED OFFICIALS, CITIZENS.	
Reason for Leaving: ACCEPTED ANOTHER POSITION	

EMPLOYMENT HISTORY (continued)

Name of Employer: City of Charlottesville, VA	Starting Date: July, 1986
Address: City Hall	Ending Date: May, 1993
City/State: Charlottesville, VA Zip Code: 22903	Final Salary: \$60,000
Telephone Number (with area code):	
Your Immediate Supervisor: Cole Hendrix, City Manager	
Your Position Title: Assistant City Manager	
Duties and Responsibilities: SERVED AS THE OPERATING OFFICER FOR THE CITY UNDER THE DIRECTION OF THE CITY MANAGER. OVERSAW THE DEPARTMENTS OF POLICE, FIRE, PUBLIC WORKS, SOCIAL SERVICES, HUMAN RESOURCES, PLANNING AND COMMUNITY DEVELOPMENT, REGISTRAR, JOB TRAINING.	

Reason for Leaving: ACCEPTED ANOTHER POSITION

Name of Employer: City of Petersburg, VA	Starting Date: April, 1981
Address: City Hall	Ending Date: July, 1986
City/State: Petersburg, VA Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor: Leonard Muse, Director of Planning	
Your Position Title: Commercial Revitalization Coordinator/CD Admin	
Duties and Responsibilities: RESPONSIBLE FOR THE DEVELOPMENT OF THE ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. ALSO OVERSIGHT OF THE REVITALIZATION OF AN OLDER COMMERCIAL AREA.	

Reason for Leaving: ACCEPTED ANOTHER POSITION

23. Please explain any gaps in your employment history:

I HAVE NOT BEEN WORKING SINCE MY RESIGNATION FROM THE CITY OF DELRAY BEACH.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes No

If "yes", identify the employer and your job position, and explain why and include the date of the job action:

26. AFFIRMATIONS, STATEMENTS
AND AUTHORITY TO DISCLOSE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Louie Chapman, Jr
(please print)

Louie Chapman, Jr.
Signature of Applicant

1/12/15
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

The University of Virginia

The General Faculty of the University of Virginia
have conferred the degree of

Master of Planning

upon

Louie Chapman Jr.

who has completed the course prescribed for the degree.

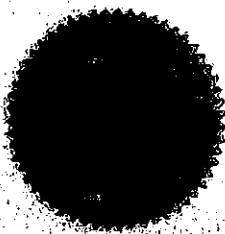
In testimony whereof the General Faculty have caused this
Diploma to be issued, verified by the signatures of
the President of the University and the Dean of the
School, and under the corporate seal of the University
attested by the Registrar, at Charlottesville, Virginia,
this the twenty-second day of May, 1967
and of the Independence the two hundred and

Hubert E. Rickett

Registrar

[Signature]

[Signature]



LOUIE CHAPMAN, JR.

4757 N Classical Boulevard, Delray Beach, Florida 33445-1210,

l_chapman@yahoo.com

561.270.7268 (H), 860.983.5106 (C)

PROFESSIONAL EXPERIENCE

City Manager

City of Delray Beach, FL

April 2013 to July 2014

The City Manager serves as the Chief Executive Officer to the vibrant beach community of Delray Beach, FL. Delray Beach is a full service community that offers its citizens a variety of services. The City Manager supervises the departments of Police, Fire, Parks and Recreation, Planning and Zoning, Community Improvement, Environmental Services, and Economic Development. The City Manager also supervises the City Clerk, Chief Financial Officer, and Human Resources. . As City Manager, I was responsible for the development and management of the annual operating and capital budgets. The City offers its citizens a wide array of civic and cultural activities to enhance the high quality of life offered to our part and full-time residents. The City Manager is responsible for day-to-day operations of a community of 63,000 people under the policy direction of a five-member City Commission.

Town Manager

Town of Bloomfield, CT

June 1993 to April 2013

The Town Manager serves as Chief Executive Officer for Bloomfield, CT, oversees the departments of Police, Planning and Engineering, Public Works, Leisure Services, Social and Youth Services, Human Resources, and Financial Services. Interfaces with a variety of different citizens and citizen groups, local, State and Federal agencies. Directly involved in the development and refinement of economic development strategies.

Assistant City Manager

City of Charlottesville, VA

July 1986 – May 1993

Under the general supervision of the City Manager, responsible for the day-to-day operations of the departments of Police, Public Works, Social Services, Parks and Recreation, Human Resources, Planning and Community Development, General Registrar, and the Job Training Partnership Program (JTPP). Responsible for implementation of training programs within the organization. Created improved procedures to expand applicant pools to include minority group members and women.

Commercial Revitalization Coordinator/Community Development Administrator

City of Petersburg, VA

April 1981- July 1986

Coordinated the revitalization program for an older commercial area of the City. Set up a revolving loan program to assist property owners in the rehabilitation of structure in the target area. As the program administrator, planned and implemented the City's annual Community Development Block Grant (CDBG) program. Coordinated the planning and implementation activities with Inspections, Public Works, Parks and Recreation and the Petersburg Redevelopment and Housing Authority. Conducted public hearing, workshops and other citizen participation activities essential the implementation of a successful CDBG program. Wrote various progress reports and newsletters.

Director, Virginia Winterization Program

Virginia Association of Community Action Agencies (VACCA)

Richmond, VA

November 1979 – April 1981

Responsible for the planning, implementation and day-to-day oversight of the statewide program to assist low-income persons with energy-related housing rehabilitation. Many of the programs were operated in partnership with community action agencies or non-profit housing corporations.

Community Development Administrator,

City of Petersburg, VA

March 1978 – November 1979

Responsible for planning and implementation of the city's annual Community Development Block Grant (CDBG) program.

Zoning Administrator,

City of Petersburg, VA

August 1977 – March 1978

Served as the chief zoning enforcement and sub-division compliance officer for the City. Responsible for the technical review and approval of residential and commercial development plans.

EDUCATION

Master of Planning, University of Virginia

Bachelor of Arts in Social Science, Norfolk State University

HECTOR A. RIVERA, SR.

3682 SW Bimini Circle N.
Palm City, FL 34990
January 5, 2015
hrivera1030@gmail.com

Ms. Bambi Turner
HR Director
Town of Lake Park
City Hall
Lake Park, Florida

Re: Town Manager

Dear Ms. Turner:

I am attaching my C.V. in consideration for the Town Manager position with the Town of Lake Park, FL. I have over fifteen+ years as a public manager having served in all tiers of the U.S. intergovernmental system in diverse geographical settings. Some of the local governments I have served have been as small as the City of Falls Church (VA) 11,200 to larger ones such as Guilford County (N.C.) with over 400,000 residents, 2700 employees, 27 departments and an operating budget of \$350 million and capital of \$370 million (CIP).

I also served under Governor Ella Grasso as Connecticut's Deputy Human Resources Deputy Commissioner for six years managing federal block grants, state grants-in-aid, and the welfare system via six district regional offices.

I have competencies in finance, human resources, public safety, community development/planning, tourism, economic development/redevelopment, human services, utilities, and intergovernmental affairs.

I would welcome a return to public management since I have for the last few years been an adjunct faculty at Indian River State College and South University teaching Sociology and Government, and also working internationally as a contractor for the U.S. Agency for International Development as a project manager/management consultant in Public Administration and Development.

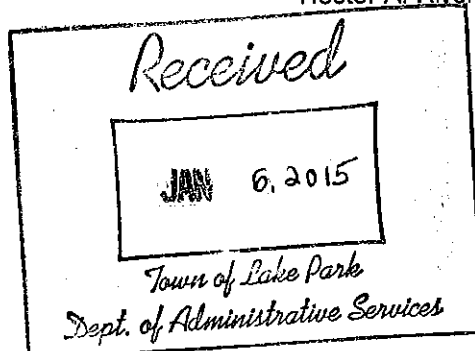
I would truly appreciate the opportunity to compete for this opportunity. Thanks. With kindest regards, I remain,

Sincerely,



Hector A. Rivera Sr.

Encls.
. Contact Information
. Release of "
. C.V./Resume



HECTOR A. RIVERA Sr.

3682 SW Bimini Circle N.
Palm City, FL 34990
(C) 772 285 4764
hrivera1030@gmail.com

Career Summary

- 1 Over 35 year's diverse professional experiences as a top public manager at all levels of the intergovernmental system in local government administration/development..
- 2 Recently served as US Agency for International Development (USAID) Chief of Party* (National Director) in the Republic of Ecuador serving over fifty municipalities governance and in community development/decentralization, and recent STTA** assignments in Paraguay and Uganda for USAID projects. Performed program evaluations of all 55 sub-grantees with USAID support to close-out projects. In Paraguay, served as a a management analyst providing analyses and strategy suggestions for program enhacements and improvements in second round of funding on Millenium/USAID projects. Performed "site avaluation" for proposal development in Uganda. Extensive experience in economic, public works, and utilities (water). Washington Aqueduct which serves D.C., Arlington County (VA) and City of Falls Church (VA) and is owned by these governments was part of my stewardship as Falls Church city manager.
- 3 Presently an adjunct professor of sociology and government at two South Florida universities.
- 4 Successful managerial experience in internal control systems, lean government, audit functions, procurement, program monitoring/evaluation, organizational development, & public safety.
- 5 Developed a consortium of four regional private universities in Ecuador which developed a unitary graduate diploma, "Management of Sub-National Governments", and taught the first lecture at all universities on the "Council-Manager" form of government. Saw the first city manager created in Ecuador under a strong Mayor form.
- 6 Supported, trained, and sustained "rule of law" in all 56 sub-national governments in USAID/E project* on purchasing, human resources, fiscal controls, accountability to civil society, human trafficking, and uniform contract and grievance procedures. Utilized Embassy legal staffers for Human Trafficking in seminars with civil society/cities and developed a cooperative agreement with the Peace Corps/E to enlist and mentor the PCVs at common sites for both agencies.

*ARD 3D: Decentralization, Democracy & Development **Short Term Technical Assistant

Education

- 1 Executive Institute, University of Virginia,
- 2 University of Hartford, W. Hartford, CT, M.P.A. .
- 3 Fellow, National Endowment for the Humanities (NIH), UC Santa Barbara,
- 4 The New School for Social Research, N.Y., N.Y. M.A. Sociology,
- 5 City College of New York, N.Y. B.A. Sociology,

Languages:

English & Spanish (Native), Portuguese(Beginner)

Relevant Employment Experiences**2009-Present: Adjunct faculty: South University, Palm Beach State College, Indian River State College.**

Teach Sociology and Political Science to undergraduate students.

February 2010-Present: Consultant for Casals & Associates, Washington, DC.

Served as a Senior Advisor for an IQC on Governance & Decentralization; worked on prospective USAID proposals on Honduras, Jamaica, Paraguay and Uganda on anti-corruption methodologies utilized by Casals and general governance. Assigned to USAID/Paraguay Millenium project on Anti-Corruption/Rule of Law, and performed field visit to Kampala, Uganda on a competitive USAID grant.

2007-08: Assistant City Manager, City of Cape Coral, Florida.*

Supervised Fire, Police, Human Resources, Finance, City Clerk and Parks & Recreation. Served as liaison to CRA* Board. New Position eliminated by Council due to State cutbacks. *Community Redevelopment Board

2003-06: USAID Chief of Party (National Director) for ARD Inc., in Ecuador.

Managed a national project (\$11.6 million) including 56 sub-national governments in potable water, sanitary landfills, slaughterhouses, general capacity building (tax assessment, GIS, human trafficking, decentralization, public participation, development etc.) Project received perfect scores from USAID and exceeded requirements by 100%. Served as a catalyst in developing a graduate diploma with a consortium of four regional private universities in the "Management of Sub-national Governments".

2001-02: Senior Advisor to the Global US *Director of Peace Corps.

*Director is Presidential Appointed, Washington, DC.

1997-99: City Manager, City of Falls Church, VA.

Responsible for all the municipal functions with a budget of \$30 million operating and \$100 million capital. Directly supervised the Public Work /Utilities functions-the latter served 100,000 customers, & Community Development (CDBG) and developed a "pay for performance plan". Served as a catalyst for the creation of an Economic Development Authority and worked with Arlington County and D.C. on the Washington Aqueduct- jointly owned by the city, county, and D.C. and managed by the U.S. Army Corps of Engineers.

1993-97: County Manager, Guilford County (Greensboro), N.C.

Managed the 3rd largest county (400,000) in the state with an annual operating budget of \$359 million and \$370 million capital, with 2700 employees and 27 departments. Provided leadership for county's first CIP Plan; 2015 Strategic Growth Plan; created a Training Center for employees and took the lead on economic development that generated \$1.2 billion worth of capitalization and hundreds of value-added jobs. Provided water services to rural areas via inter-municipal agreement with City of Greensboro. Provided oversight to Social Services, Health, Substance Abuse and Mental Health programs and Planning and Development functions.

1985-92: Assistant City Manager, Virginia Beach, VA.

Responsible for oversight and direction of Human Services which included Mental Health/Mental Retardation/Substance Abuse, Social Services, Community Development, Libraries, Agriculture, Parks and Recreation, Juvenile Probation and Community Corrections. Developed innovative "latch-key" children's project which won national recognition and provided leadership for bond referenda for new Central Library and Community Recreation Centers.

1979-84: Deputy Human Services Commissioner, State of Connecticut.

Worked directly under Governor Grasso to manage the daily operations of four divisions and various block grants such as Title XX, Energy, Refugee Resettlement, etc. Provided guidance and direction for the state's social delivery system (welfare) via six district offices.

1976-79: Executive Director, Human Resources Commission, Pueblo, CO.

Provided guidance and direction to Board, City Council and County Commission on Human Services-grants-in-aids as well as monitoring and evaluation for policy makers in such areas as Mental Health, Substance Abuse, Elderly Services, Health, etc.

*copy available.

Awards & Acknowledgements

- 1 Member, Board of Education for the City of Meriden, CT 1981-85.
- 2 Recipient of YWCA of South Hampton Roads' Mary Helen Thomas Award for assisting in the "elimination of racism". 1992
- 3 Received **National Association of Counties (NACo)** Achievement Award to Guilford County, N.C. for "shared services" with the City of Greensboro. 1994
- 4 Served on the **International City/County Management Association (ICMA)** Committees of : Assistants, Academic and International



Received

JAN 6 2015

Town of Lake Park
Dept. of Administrative Services

TOWN OF LAKE PARK

DEPARTMENT HEADS AND DESIGNATED EXEMPT POSITIONS INITIAL

APPLICATION, RELEASE OF INFORMATION AND CONTACT INFORMATION FORM

Please type or print clearly, and do not use pencil or revise or reformat this form in any way. Completed forms must be submitted by the applicant directly to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Completed forms will not be accepted by fax or email.


- I am interested in seeking the position of Interim Manager. As part of the initial application process, I am submitting by attachment with this form, a true and correct copy of my resume to the Town of Lake Park for consideration.

- Applicant's Last Name: RIVERA SR
- Full First Name: Hector Middle Name: Allan
- Applicant's Home Address: 3682 SW Bimini Circle N.
(Do not use a post office box.)
City: PalM CITY State: FL Zip Code: 32990
- Home Telephone No. (with area code): 772 285 4764 (P)
- Cell Phone No. (with area code): _____
- Email Address: hrivera1030@gmail.com
- Social Security Number: _____
(The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.)

- I hereby certify that my resume and the information provided by me are true and complete. I understand that any misrepresentation or material omission of information by me may serve as a basis for disqualification of consideration of my employment with the Town, and may subject me to termination of employment, if hired. I further understand that submission of my resume and this

form shall serve as the initial step in the application process with the Town and that I must complete each required step thoroughly, completely and accurately.

- I further give my consent to the Town to investigate and verify any information provided on my resume, this form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.
- I hereby authorize any representative of the Town, bearing this release, or copy thereof, to obtain any information in any files pertaining to my educational background, attendance, employment history and disciplinary records. I further release the Town or its employees from any liability for damages resulting from reference checks, background checks associated with this application process.



Signature of Applicant

1/6/2015

Date

Applicant Full Name: Hector A Rivera
(please print)

Employment Application for Hector A. Rivera, Sr.

Requested, Not Yet Received

TAB 7



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

Meeting Date: January 21, 2015

Agenda Item No. **7**

Agenda Title: Commission Discussion on the Concept for a Volunteer Recognition Event.

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

Approved by Town Manager *DSS* Date: *1/5/15*

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

Originating Department: <p align="center">Mayor Dubois</p>	Costs: Up to \$5,000.00 Funding Source: 100-48000 <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: <p align="center">Community Organization Database</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

During the August 20, 2014 budget workshop meeting, a discussion was held about holding a Volunteer Recognition Event during calendar year 2015. The following excerpt of the discussion has been taken from the minutes of that budget workshop meeting:

“Commissioner Flaherty asked for support from the Commission to transfer half of the funds allocated for the Sunset Celebration to be allocated to funding a volunteer recognition dinner instead. Rather than taking any of the allocation from the Sunset Celebration appropriation, the Commission came to consensus to add \$5,000.00 from the unrestricted surplus funds into the Town Commission budget of the General Fund for a volunteer

recognition event. The Commission decided to discuss, at a future Commission meeting, the concept for the volunteer recognition event"

At the September 3, 2014 Regular Commission meeting, the following additional discussion took place:

"The Commission discussed several locations in town where the event could be held (Brew House Gallery, Art on Park Studio, and the Carving Station) as well as the format for serving attendees. Town Manager Sugerman advised the Commission that the date, the venue, and the menu were the easiest decisions to make. The most difficult decision would be who should be invited to participate. Commissioner Flaherty offered to develop a guest list. Mayor DuBois suggested that Commissioner Flaherty check the Town's non-governmental organizations roster as a basis for the invitation list".

Recommended Motion: The purpose of this agenda item is for discussion only. If the discussion does result in a decision by the Commission on how the volunteer recognition event should be structured, the details of the event should be approved by a motion, a second, and a vote so that the Town staff knows what is expected for holding the event.

TOWN OF LAKE PARK

COMMUNITY ORGANIZATION DATABASE

ORGANIZATION NAME	CONTACT	TITLE	ADDRESS	PHONE	FAX	E-MAIL	DATE UPDATED	NOTES
1. A.E.M. FOR THE HEART, INC.	Angela English		114 Federal Highway, Lake Park, FL 32403	561-681-9581 / 561-644-6888 Cell		angelaf@fortheheart.org angelaf@fortheheart.com www.fortheheart.com	7/24/13	Runs camps for kids to include autistic children. Helen Community Monday, Wednesday & Friday.
2. ARTISTS OF PALM BEACH COUNTY	John Palazzo Chevon, Pastor Luna, Daughter	President	Art on Park Gallery, 800 Park Avenue, Lake Park, FL 32403	561-245-2842		www.artsonparkgallery.com		
3. BETHLEHEM HAITIAN BAPTIST CHURCH			425 Crescent Drive, Lake Park, FL 32403	561-324-4175			2/6/2014	
4. BRIDGES AT LAKE PARK	Ricky Petty	Director	1411 10th Street, Lake Park, FL 32403	561-981-5100 / 561-775-0404 Cell 561-635-8785 (Personal Cell)		rickypetty@gmail.com	7/24/2013	
5. CLUB 300 CHARITIES	Henry Drier		5380 Ocean Drive, Singer Island, FL 33404	561-601-8211 Cell			7/24/2013	Food Pantry St. John's Church
6. FIRST BAPTIST CHURCH OF LAKE PARK	John Thompson	Pastor	625 Park Avenue, Lake Park, FL 32403	561-944-1669		john@fbc-lakepark.com		
7. FIRST UNITED BANK								
8. FRIENDS OF THE LAKE PARK LIBRARY	Sue Ellen Duchene	Secretary	Lake Park Library, 529 park Avenue, Lake Park, FL 32403	561-481-7207	561-481-3336			
9. HOLY GROUND SHELTER	Jan Kranich	Board President	200 W. 20th Street, Riviera Beach, FL 33404	561-355-5646 (Office) 561-512-2850	N/A	jan1070@bellsouth.net or Help@ground.org	11/22/2014	Meetings: Every other week Thursday Noon for lunch at Tall Trails Restaurant. Programs for children. Works with elementary school in Lake Park.
10. IRVING'S OF LAKE PARK	Roger Michaud	President - Lake Park Chapter	355 E. Hwy. Drive, Lake Park, FL 32403	561-488-5356 / 561-512-3914 Cell		michaud_r@bellsouth.net	7/24/2013	
11. LAKE PARK CITIZENS ON PATROL (COP)	Jerry Raposa	Captain	PBC Sheriff's Office, District 10, 700 6th Street, Lake Park, FL 32403	774-930-5557	N/A	raposajerry@yahoo.com	7/18/2013	Meetings: 3rd Wednesday at 10 a.m. PBCSO District 10.
12. LAKE PARK COMMUNITY DEVELOPMENT CORPORATION	Erin T. Flaherty		639 Evergreen Drive, Lake Park, FL 32403-3207			erinf@lpc.com	7/9/2013	Meetings: Every 3rd Thursday, 7:30 p.m. in Lake Park.
13. LAKE PARK COMMUNITY WATCH	Lynn Dabaud	Chairperson	PBC Fire Station 68, 1000 Park Avenue, Lake Park, FL 32403	561-543-4123	N/A	ldabaudl@bellsouth.net	8/14/2013	Meetings: 4th Monday of Each Month. Evergreen House phone leave a message inquired Tuesday 10 a.m.-5 p.m. (Usually 7 a.m.-1 p.m.)
14. LAKE PARK HISTORICAL SOCIETY	L.L. Parker Sue Duchene Herb Louette	President, Vice President, Archivist Secretary Treasurer	Meetings: Evergreen House, 603 Federal Highway, Lake Park, FL 32403 Mail: 3661 Bahama Road, Palm Beach Gardens, FL 32409-2368	Evergreen House: 561-940-4870 L.L. Parker: 561-622-0383	N/A	L.L. Parker: President, Vice-President: led@yahoocom Sue Duchene, Secretary: sduchene@excite.net Herb Louette, Treasurer: conchiblowie@att.net OR Commander: nobelille@icloud.com Lodges: view55.0@att.net erinf@lpc.com or seedsofhopecommunitygarden@gmail.com	7/2/2013	Meetings: 3rd Thursday of Each Month. Hours: Monday-Sunday 11 a.m.-10 p.m.
15. LAKE PARK VIEW Donald Ross Park #610	Noel Briley	Commander	354 10th Street, Lake Park, FL 32403	561-940-9110	N/A		8/14/2013	
16. SEEDS OF HOPE COMMUNITY GARDEN	Erin T. Flaherty		725 Foresteria Drive, Lake Park, FL 32403-3207	561-252-7179		seedsofhopecommunitygarden@gmail.com	7/9/2013	
17. ST. JOHN'S LUTHERAN CHURCH	Gary Leopard Kim Delaney	Dr. Strategic Development Coordinator	241 Cypress Drive, Lake Park, FL 32403	561-689-3142 Kim Delaney: 772-221-4060 Dana Little: 772-221-4060		kimdelaney@lpc.org Dana Little: dlittle@lpc.org	2/6/2014	
18. TREASURE COAST REGIONAL PLANNING COUNCIL	Kim Delaney Dana Little	Urban Design Director	421 SW Camden Avenue, Stuart, FL 34994				7/2/2013	



Minutes
Town of Lake Park, Florida
Budget Workshop
Wednesday, August 20, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a budget workshop on Wednesday, August 20, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

DISCUSSION:

1. 2014/2015 Budget Workshop

Town Manager Sugerman explained that tonight's budget workshop is designed for informal discussion about the proposed 2014/2015 budget. He explained that staff is available to answer questions and take any suggestions offered by the Commission. He stated that there would be two more opportunities to discuss the budget in a formal manner in September. He announced that the first public hearing on the budget has been scheduled for Wednesday, September 3, 2014 at 6:30 p.m. in the Commission Chamber. The second public hearing on the budget has been scheduled for Thursday, September 18, 2014. Based on the two budget workshops, and the first public hearing on the budget, the Commission could schedule the final public hearing on the budget for Wednesday, September 17th, before the regular agenda, instead of Thursday, September 18th. He stated that rescheduling the final public hearing on the budget could be determined at the end of this budget workshop.

Mayor DuBois asked how the September 17th meeting agenda was stacking up.

Town Manager Sugerman stated that the September 17th agenda looked manageable to have the first public hearing on the budget before the regular Commission meeting.

Town Manager Sugerman explained that there have been few changes to the proposed budget since the first budget workshop. He explained that the insurance premium costs had come in less than anticipated. He stated that a few mathematical errors were found, which have been corrected. He thanked Commissioner Flaherty for bringing some of the errors to staff's attention. He explained that at the first budget workshop \$48,000.00 was reflected as being unrestricted surplus funds in the General Fund. After balancing all of the funds, and correcting all the errors, the surplus would be presented at the September 3rd first public hearing on the budget meeting. Town Manager Sugerman disclosed to the Commission that once the first formal public hearing on the budget is considered at the meeting of September 3rd, the unrestricted surplus funds could increase by an additional

\$30,000 or so. The latest version of the proposed budget would be released next week in anticipation of the September 3rd first public hearing on the budget meeting.

Commissioner Flaherty asked for support from the Commission to transfer half of the funds allocated for the Sunset Celebrations to be allocated to funding a volunteer recognition dinner instead.

Rather than taking any of the allocation from the Sunset Celebration appropriation, the Commission came to consensus to add \$5,000, from the unrestricted surplus funds into the Town Commission budget of the General Fund for a volunteer recognition event. The Commission decided to discuss, at a future Commission meeting, the concept for the volunteer recognition event.

Commissioner Flaherty suggested lowering the annual parking pass fee from \$100.00 to \$25.00 for residents and to consider holding raffles at Town events where residents can win free annual parking passes.

The Commission came to consensus to discuss resident annual parking pass fees at a future Commission meeting.

Commissioner Rapoza asked for clarification on the several line items on the Marina budget.

Town Manager Sugerman clarified the Marina budget for Commissioner Rapoza.

Commissioner O'Rourke expressed concern with the large amount of costs to the Town found in the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue budgets. He suggested that it might not be so important to focus on expense items that amount to just a few hundred or a few thousand dollars in the annual operating budget, but that rather the Town Commission should focus on the biggest ticket items such as the police and fire service costs to the Town.

Vice-Mayor Glas-Castro suggested that a Municipal Services Taxing Unit (MSTU) be established, which would itemize the tax bill for fire rescue services so that residents could clearly see what their tax dollars cover.

The Commission discussed and came to consensus to move forward with an ordinance for an MSTU.

The Commission came to consensus to move the second public hearing on the budget to Wednesday, September 17th at 6:30 p.m. before the regular Commission meeting.

PUBLIC COMMENT:

None

Mayor DuBois thanked Town Manager Sugerman and staff for the work that resulted in the proposed budget.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting was adjourned at 7:36 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 3, 2014,
Immediately Following the
First Public Budget Hearing
Lake Park Town Hall
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

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

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Commission Budget Workshop Meeting Minutes of August 20, 2014 Tab 1
2. Regular Commission Meeting Minutes of August 20, 2014 Tab 2

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

3. Ordinance No. 12-2014 An Ordinance providing for the Town's Consent to the Inclusion of the Town into Palm Beach County's Fire/Rescue Municipal Service Taxing Unit (MSTU) Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; PROVIDING FOR THE TOWN'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE TOWN OF LAKE PARK'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE, CONSENT AND DURATION; PROVIDING FOR EARLIER REPEAL OF ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; ACKNOWLEDGING LIMITATION ON AD VALOREM MILLAGE RATE FOR MUNICIPAL PURPOSES.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

4. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE

THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

5. Resolution No. 26-09-14 Authorizing the Town Manager to Renew for Fiscal year 2015 the Employee Medical Insurance through Florida Blue; the Employee Dental Insurance through MetLife; the Employee Vision Insurance through MetLife SafeGuard; and, the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program **Tab 5**

6. Resolution No. 27-09-14 Authoring the Town Manager to Renew for Fiscal Year 2014-2015 the Town's Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Worker's Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust **Tab 6**

7. Award Contract for Remediation of the Marina Seawall and Walkway **Tab 7**

8. A Request from the Event Organizer of the Chili Cook-off to Waiver Fees; Extend The Signage Placement Timeframe; and for the Town to be an In-kind Sponsor **Tab 8**

9. Commission Discussion on the Subject of Holding a Volunteer Recognition Event **Tab 9**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 17, 2014

Commissioner O'Rourke asked if West Construction is in the business of doing chemical grouting.

Project Manager Richard Pittman explained they intend to hire a sub-contractor to perform the chemical grouting.

Mayor DuBois stated that engineers would be used throughout the construction of the project.

Town Manager Sugerman stated that an on-site inspector would be overseeing all construction activities during the project. The Commission will hire the inspection service company at the October 1, 2014 Commission meeting.

Commissioner Flaherty asked if all of the brick pavers would be removed and the concrete poured.

Project Manager Pittman explained that when the plywood is removed the inspector would observe the areas where there are depressions in the brick. When the brick pavers are removed that would be the next opportunity for the inspector to look for soil leakage. He stated that they would also be probing with a long rod for any other soil leakage areas.

He explained that the walkway would be broom finished throughout most of the Marina, but there would be a stamped patterned built into the sidewalk along Lake Shore Drive.

Motion: Commissioner O'Rourke moved to award contract for remediation of the Marina seawall and walkway; 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		Absent	
Mayor DuBois	X		

Motion passed 4-0.

8. This item was heard earlier in the meeting as a special presentation/report.

9. Commission discussion on the subject of holding a volunteer recognition event.

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

The Commission discussed several locations in Town where the event could be held (Brew House Gallery; Art on Park Studio; and the Carving Station) as well as the format for serving attendees. Town Manager Sugerman advised the Commission that the date, the venue, and the menu were the easiest decisions to make. The most difficult decision would be who should be invited to participate. Commissioner Flaherty offered to develop

a guest list. Mayor DuBois suggested that Commissioner Flaherty check the Town's non-governmental organizations roster as a basis for the invitation list.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird gave an update on Attorney MacFarland's visit with the Commissioners. He explained that the Department of Justice would not be in favor of returning to the Town's previous voting method, but they would be receptive to listening to any alternative the Town may propose. Attorney Baird said that he would contact Attorney MacFarland asking for an outline of how the Town should proceed with its request to modify the Town's voting method. He suggested that a workshop be schedule for the Commission to consider the outline proposed by Attorney MacFarland. Attorney Baird advised the Commission that the public records request lawsuit had been settled and that the Town had obtained a Dismissal of the lawsuit with Prejudice.

Town Manager Sugerman explained that the Federal Emergency Management Agency (FEMA) has provided the preliminary updated flood maps. FEMA will be conducting community meetings in Palm Beach County the week of September 8, 2014. The closest community meeting to Lake Park will be at the Jupiter Community Center on Thursday, September 11th from 4:00 to 7:00 p.m., where Town staff will in attendance and the public is invited and encouraged to attend.

Commissioner O'Rourke had no comments.

Commissioner Rapoza wished Jamie Hart well in his future endeavors. She congratulated the September "Property of the Month".

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro was absent.

Mayor DuBois gave a recap of the Sister Cities meeting and thanked staff for their assistance in preparing for the meeting. He explained that the next Sister Cities meeting would be conducted in November in West Palm Beach. He thanked Jamie Hart for his years of service and invited him to the podium.

Jamie Hart, Harbor Marina Director thanked the Town Manager and the Commission for their support. He spoke of the upcoming changes that will occur at the Marina over the next few months.

Mayor DuBois suggesting presenting Mr. Hart with a certificate of appreciation.

TAB 8



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

Meeting Date: January 21, 2015

Agenda Item No. 8


Agenda Title: Awarding a Contract for Marina Security Services (Unarmed).

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 1/7/15

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

Originating Department: <p align="center">Mayor Dubois</p>	Costs: \$42,000.00 Funding Source: 800-34000 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: Bid Tabulation Bid Proposal
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>DSS</u> or Not applicable in this case Please initial one.

Summary Explanation/Background:

The current contract for Marina security services expired on September 30, 2014. The Commission approved a 4 month extension to U.S. Security Associates, Inc., the current provider of services while we went out securing bids from the marketplace. On November 30, 2014 we invited bidders, via Bid #107-2014 to quote on the provision of security services for the Marina. Bids were opened on December 30, 2014 with five (5) respondents submitting bids. Of the five respondents, two were deemed to be non-responsive. In both cases, the two non-responsive bidders did not provide evidence of 3 years of financial statements. The three remaining respondents all met the minimum requirements of the bid. A copy of the bid tabulation is attached.

The results of the three responsible, responsive bidders were as follows:

Name	Hourly Rate	Overtime Rate	Event Rate	Event O.T. Rate
United Special Patrol, Inc.	\$14.00	\$21.00	\$14.00	\$21.00
Regions Security Services, Inc.	\$14.99	\$22.49	\$14.99	\$22.49
Excelsior Defense, Inc.	\$15.42	\$23.13	\$15.42	\$23.13

A complete copy of the bid of United Special Patrol, Inc. is included with this agenda item. If the Commission desires to review the other four bid packets (two being non-responsive and two being fully responsible and responsive; but at a higher price), copies of those documents are on file in the Town Clerk's office.

The non-responsive, non-responsive bidders were:

Credible Security Services and Advanced National Security.

The contract, once awarded, will be for one year, with two one-year renewals. The successful contractor will provide one (1) on-site, uniformed securing guard from 10:00 pm until 6:00 am Monday through Sunday during the summer months of April through October, and from 8:00 pm until 6:00 am during the winter months of November through March.

Recommended Motion: I move to award the Marina Security Services Contract (unarmed) to United Special Patrol, Inc.

MARINA SECURITY SERVICES CONTRACT (Unarmed)

Bid # 107-2014

December 30, 2014 10:00 a.m.

Name of Bidder	Bidder's Certification	3 Copies	Completed Bid Form	Ref.	Drug Free Workplace	Anti-Kickback Affidavit	Non-Collusion Affidavit	Non-Bankruptcy Affidavit	Non Segregated Facilities	Exp.	Lit.	Financial Statements	Licenses	Price
Credible Security Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	No	No	✓	\$12.85 /hr \$19.275 OT/half \$12.85 Events \$19.275 OT/half
Advanced National Security	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	No	✓	\$12.75 /hr \$19.12 /OT \$12.75 Events \$19.12 OT
United Special Patrol, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$14.00 /hr \$21.00 OT \$14.00 Events \$21.00 OT
Excelstor Defense, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$15.42 /hr \$23.13 OT \$15.42 Events \$23.13 OT
Regions Security Services, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$14.99 /hr \$22.49 OT \$14.99 Events \$22.49 OT



PROPOSAL FOR



**TOWN OF LAKE PARK, FLORIDA
ATTN: TOWN CLERK
535 PARK AVENUE
LAKE PARK, FLORIDA 33403**

**MARINA SECURITY SERVICES CONTRACT (UNARMED)
BID #107-2014**

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



SECURITY SERVICES CONTRACT (UNARMED)

TOWN OF LAKE PARK HARBOR MARINA

BID # 107-2014

CONTENTS

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BID REQUIRED DOCUMENTATION	TAB 2
INSURANCE	TAB 3
LICENSES	TAB 4
FINANCIALS	TAB 5



I would like to thank you for the opportunity afforded United Special Patrol, Inc. to provide the enclosed information on our company and the various security services and products we provide.

Whether your goal is access control, loss prevention, shrinkage reduction or after hours security, it is imperative that the security service provider you choose be able to stand behind their guarantee of qualified, trained and reliable security officers, as well as being able to provide cutting edge electronics. For well over 40 years our founder and President, Iva Wummer, has done just that!

Headquartered in Royal Palm Beach, Florida, United K-9 has a proven track record of successfully serving private and public sector clients throughout the State of Florida.

United K-9 was the first firm to provide K-9 services in Palm Beach to police departments, and drug sniffing dogs to the sheriff's department as well as guards dogs to local businesses. This ability to have *vision* of the future of the security industry and to adapt to, and embrace our constantly evolving society, is a major contributor to our reputation for disruption-free start-ups and adaptable, reliable security service programs at compelling value – and our reputation for excellent client service.

We have consistently exhibited our commitment to the idea that security is a service business. We are there when our clients call. We respond to concerns immediately and effectively. Operationally and administratively, the local Point of Contact is always a phone call away. With a 24/7 dispatch center, a diligent and caring operations team and a thorough hiring process we understand that and provide an unsurpassed level of excellence.

Sincerely,

Iva .P Wummer, President
United Special Patrol, Inc.



Our Services

United Special Patrol can assist you in augmenting your physical security by providing you with the latest in electronic solutions. These integrations are an integral component to any security program.

Guest Verification Software

United Entry Software Suite is the proven solution for fast, secure guest verification used by Residential Communities. Our user friendly software uses the latest technologies yet is affordable and easily integrated into your community.

ProxiGuard Tour System

It works by installing a series of RFID Tags (each with its own unique global identification number) along patrol routes and having patrol personnel perform readings on the tags using a hand held reader. The recorded tag numbers along with each associated time stamps are later uploaded via communication adapters to computers for processing and verification. The results are displayed on the screen, printed or emailed so that managers can review at once job performance data of the patrolling personnel (attendance, locations patrolled, timeliness, incidents and etc).



OCR technology

OCR Technology Optical Character Recognition, OCR, is the process of converting data from scanned documents into computer-editable text that can be populated into other applications.





Our Services

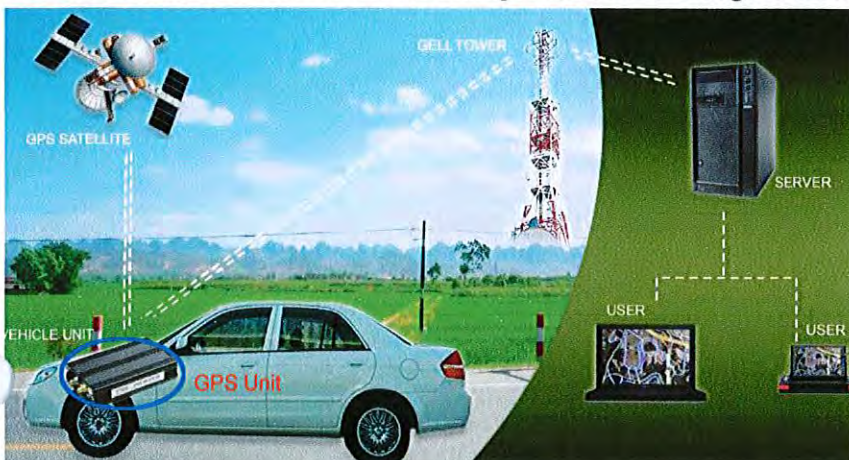
CCTV Systems

We specialize in customized installation of video surveillance security systems to enhance security operations for businesses as well as providing additional peace of mind for homeowners. We understand that a secure business is a more profitable business and we have solutions for every profile. Similarly, knowing your home is secure adds an element of comfort to your personal life that is invaluable. Quality of life is what we are about and through our business we make it happen.



What is GPS Fleet Tracking?

The Global Positioning System (GPS) network was developed in the 1970's by the US military and was declassified in 1982 for commercial use. It includes multiple satellites orbiting the earth at a distance of approximately 20,000 miles. The



satellites provide detailed time and positioning information. GPS vehicle tracking and fleet management systems use a GPS transmitter/receiver and a small antenna on each vehicle that links it to the GPS network which can then monitor each vehicle's activity 24 X 7 X 365. The vehicle data is then downloaded into the user's master database, providing a permanent history of the entire fleet operation.



Fleet Management





Fleet Management

- Brand New Vehicles
- You Choose from Various SUVs' or Cars
- You Choose the Color
- Replaced Every Two Years
- Fully Marked and Equipped





Company Strengths

United Special Patrol, Inc. is an American owned and operated security service provider with well over 30 years of experience in the Florida market.

- **Family Owned and Operated**
- **Weekly Pay**
- **Employee Assistance Program**
- **Employee Recognition Program**
- **Longevity of Staff**
- **Longevity of Accounts**
- **Financially Stable**
- **Steady and Stable Yearly Growth**
- **Full Service Security Company**



Company Strengths

- **Longevity of Management Staff**
- **Communication Between Managers**
- **Product knowledge**
- **Reputation**
- **Company Hiring Practice**
- **Personal Service**
- **Orientation**
- **Training**
- **Low Turnover Rate**



Company Strengths

- **Uniforms Provided at NO cost to officer**
- **Site Director in full uniform not civilian clothing**
- **All officers CPR trained**
- **No Smoking allowed on client premises**
- **All concerns addressed by owner not mid level managers or supervisors**
- **Work with Client to formulate site specific post orders and additional rules and regulations**
- **High morale amongst staff**
- **Service, Service, Service...**

Employee Training

The state of Florida like many other states has certain requirements that must be met prior to working as an unarmed security guard. In order to obtain the unarmed security guard license in this State a specific class must be taken to qualify for the Class D License, which qualifies a person in the state of Florida to work as an unarmed security guard.

The training for an unarmed security guard includes learning to observe, writing detailed reports. Other types of training are also required and are provided within the certified training courses.

The D License requires forty hours of classes in security training and must be taken from a certified provider.

The training provided will include:

- Basic instruction
- Emergency procedures
- Crime and accident prevention
- Decontamination
- Legal liabilities and other issues

In order to obtain the unarmed security guard license the requirements of Florida State Statutes section 498 (ss. 498.041 through 498.6203) must be met.



Employee Training

United Special Patrol training above and beyond State Of Florida mandates:

- **40 Hours of Marina Training**
- **16 Hours of Patrol Techniques**
- **Site Specific Written Test after 60 days**
- **Conflict Management**
- **Interpersonal skills**
- **Customer Service**
- **Crime Prevention**
- **Report Writing**
- **Observation Skills**
- **Safe Driving**
- **Supervisor Training**
- **Time Management and Organizational skills**



Employee Benefits

- **Weekly Pay**
- **Employee Recognition Program**
- **Employee Financial Assistance Program**
- **Orientation**
- **Flexible Schedule**
- **Paid Training**
- **Paid Holidays**
- **Advancement Opportunities**
- **Only Promote from Within**
- **Major Medical (contract based)**
- **Dental (contract based)**
- **Vacation**



Drug Testing

United Special Patrol, Inc. is a drug-free work place in accordance to the Drug-Free Workplace Act of 1988

Candidates are given 10 Panel drug tests to screen for the following drugs:

- Marijuana
- Cocaine
- Amphetamines
- Methamphetamines
- Methadone
- Opiates
- Barbiturates
- Benzodiazepines
- Tricyclic antidepressant
- Phencyclidine

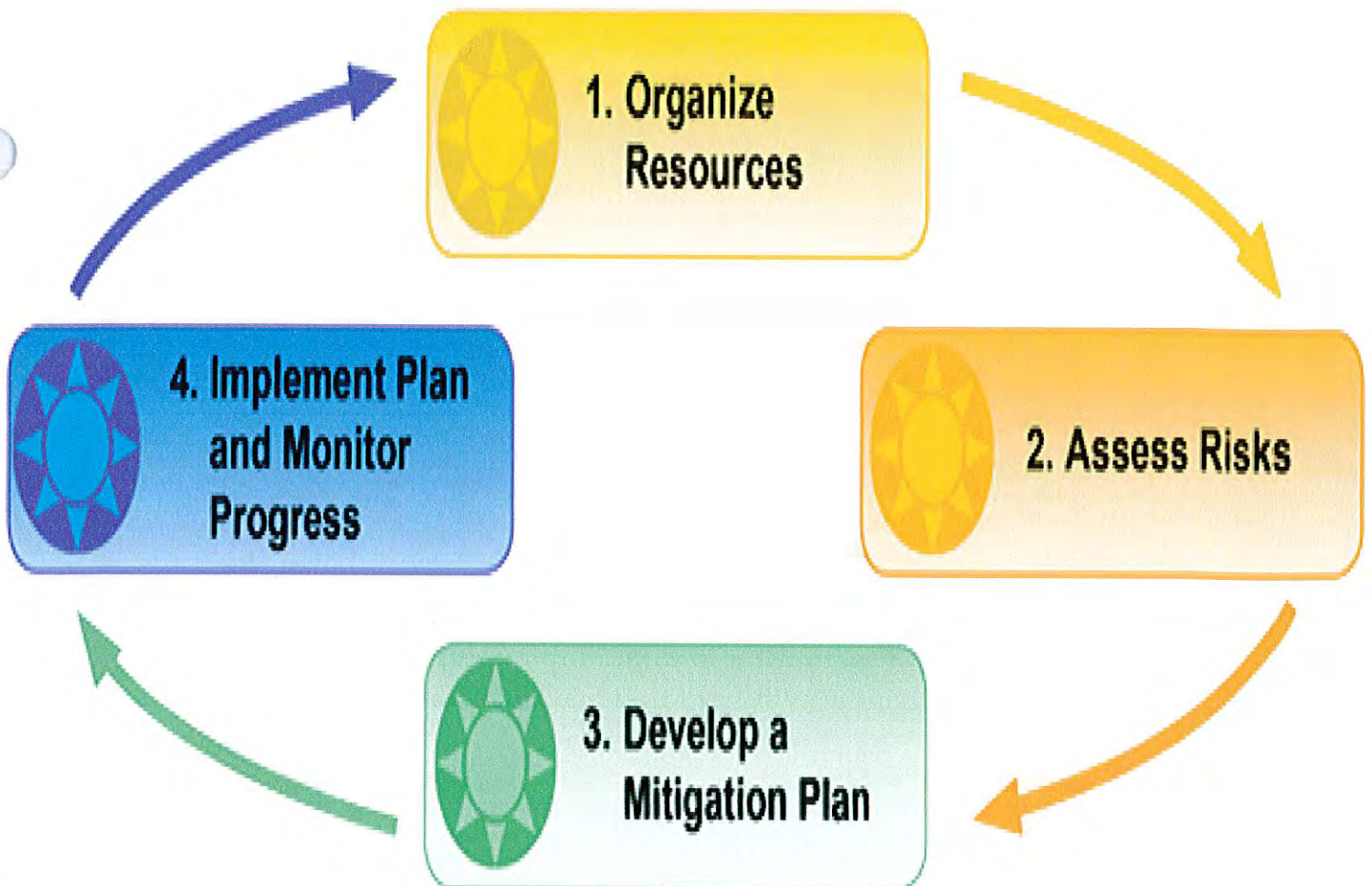


According to the Division of Workplace Programs, the results of a 10-panel drug test are often determined by a laboratory. This type of test typically detects if the following drugs are found in the urine sample: cocaine, amphetamine, methamphetamine (Ecstasy, crystal meth), tetrahydrocannabinol (marijuana), methadone, opiates (heroin), phencyclidine (PCP), barbiturates, benzodiazepines (Xanax, Valium) and tricyclic antidepressant. In addition to the drugs, the 10-panel drug test can also measure characteristics of the urine sample, such as the pH level. Testing the characteristics of the sample can show if the urine has been altered to cheat the test.



Emergency Plans

Plan, Prepare & Mitigate





Emergency Plans

- Step 1: From the start, communities should focus on the resources needed for a successful mitigation planning process. Essential steps include identifying and organizing interested members of the community as well as the technical expertise required during the planning process.
- Step 2: Next, communities need to identify the characteristics and potential consequences of hazards. It is important to understand how much of the community can be affected by specific hazards and what the impacts would be on important community assets.
- Step 3: Armed with an understanding of the risks posed by hazards, communities need to determine what their priorities should be and then look at possible ways to avoid or minimize the undesired effects. The result is a hazard mitigation plan and strategy for implementation.
- Step 4: Communities can bring the plan to life in a variety of ways, ranging from implementing specific mitigation projects to changes in day-to-day organizational operations. To ensure the success of an ongoing program, it is critical that the plan remains relevant. Thus, it is important to conduct periodic evaluations and make revisions as needed.



Ability to Provide Service in the Aftermath of a Hurricane

Hurricanes are serious storms that can cause massive destruction and loss of life. Some hurricanes are stronger than others, but any hurricane is dangerous. To survive a hurricane safely, you must prepare and use common sense

After hurricane Wilma United Special Patrol, like many other companies, made an assessment of its preparedness to mitigate man-made and natural disasters. We wanted to make sure that we could provide service to our clients as quickly as possible after an event. We will happy to provide, for your review, our hurricane manual, policy and procedure upon execution of contract.



For Informational Purposes Only Marina Safety

Tens of thousands of waterfront communities around the world depend upon local marinas to serve as safe, family-friendly gateways to the boating experience. In 1928, the word "marina" was used for the first time in the U. S. by the National Association of Engine and Boat Manufacturers to define a recreational boating facility. Ever since then, marinas have been an integral part not only of American recreation, but also of the worldwide boating community at large. And at the same time, marinas have an increased responsibility to maintain clean and safe facilities for the boating public.

Florida's Waters

Florida has over 8,000 miles of coastline and 4,500 square miles of inland waterways, making it a paradise for boaters! From mega-yachts to wooden skiffs, having a boat is as normal as having a car for some Floridians.

Also known as "the ditch," the Intracoastal Waterway (ICW) is a natural but dredged channel that extends 500 miles down the east coast of Florida to the tip of the Keys. It's a very popular boating route that runs through rivers, creeks and dredged canals. It is maintained by the [Florida Inland Navigation District](#).

The 135-mile Okeechobee Waterway, which cuts through the state, is another popular boating route, especially during the summer. It runs along the St. Lucie Canal from Stuart, across Lake Okeechobee and then on to Sanibel Island via the Caloosahatchee River.

Florida Marine Patrol

The Florida Marine Patrol is now known as the [Fish and Wildlife Commission](#) (FWC). Their main phone number is: 850-488-4676

Regional Offices:

Northwest Region	- Regional Office - Panama City	- 850-265-3676
North Central Region	- Regional Office - Lake City	- 386-758-0525
Northeast Region	- Regional Office - Ocala	- 352-732-1225
Southwest Region	- Regional Office - Lakeland	- 863-648-3200
South Region	- Regional Office - West Palm Beach	- 561-625-5122

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Marina Fire Prevention, Theft and General Safety Tips

Marine theft is on an increase, and is usually done by relatively unskilled, young amateurs who strike where they find an easy opportunity. We can defend ourselves against this type of crime by becoming security conscious and by practicing the following common sense crime prevention measures, keeping in mind three factors which discourage thieves everywhere:

Time | Noise | Visibility

In considering boat security, try to think like a criminal. What factors about your boat or moorage would make it an easy target for a thief? Store your vessel so that it is not easily accessed.

Remove Equipment & Tackle

The best way to keep thieves from stealing property from boats is to not leave valuables aboard. Most thefts occur because boat owners simply fail to remove items from boats, making them easy targets. Remove marine electronics, fishing tackle, and equipment from boats would eliminate the majority of thefts that occur in the marine environment. Or secure electronics with theft-resistant hardware such as security bolts or screws.



Equipment Identification

Boat owners and fishermen should mark all equipment, including rods, reels, and tackle boxes. Engrave the owner's social security number and the state's abbreviation in a concealed area (on reel seat of fishing rods and under the reel seat on fishing reels). These identification numbers will assist law enforcement officers in tracing stolen merchandise back to the owner.

Photograph It

Photograph or videotape the interior and exterior of your vessel showing all installed equipment and additional gear/equipment. Open drawers and lockers and photograph interiors and contents. Date and sign the photographs and add any clarifying or identifying messages. Store the photographs in a safe place, not in the boat.

Record It

Make a complete inventory of your equipment, boat, motors, and trailer and record the serial numbers. Remember that most marine electronics, fish locators, depth finders, GPS devices, VHF radios, stereo systems, battery chargers, and expensive reels also have serial numbers. When provided to law enforcement, these serial numbers can then be listed on the National Crime Information Center stolen list. In the event of any type of loss, this information will prove invaluable in making a prompt, accurate report for law enforcement and insurance personnel.

Telephone (561) 848-2600



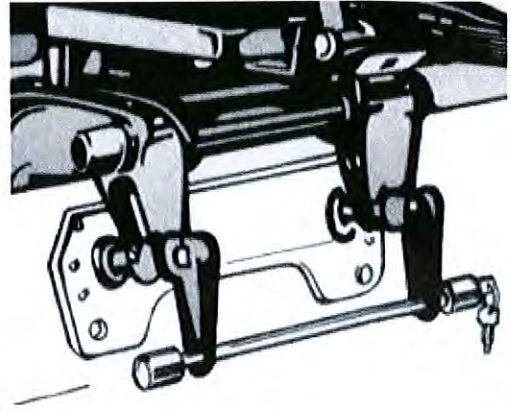
Facsimile (561) 848-8752

State of Florida License #B-0000845



Outboard Motor

Remove small outboard motors from boats that will be left unattended for an extended period of time. An alternative to removing these motors would be to add an outboard motor lock, which can make them somewhat more secure. While these devices can be pried off, the time and noise involved will make it more trouble than it is worth for many thieves.



Personal Watercraft

Personal watercraft have become another popular target of boat thieves. They are relatively easy to transport or tow from a dock and are becoming the most popular boats for resale. Owners of these boats should use heavy vinyl-coated cable or log chains and shielded locks to secure them to a support post or other stationary fixture on the dock. Always remove the kill switch when left unattended.

Trailerable Boats

- Trailerable boats are the most frequent targets of marine theft. Stealing a boat is much easier if a thief can hitch up to your boat and trailer and drive away. These tips may help: If possible, store the boat and trailer in a locked garage, secured boat-storage facility or mini-storage stall. If the boat is stored at home, put it in the back or side yard out of sight.
- Store it with the trailer tongue not easily accessible.
- If storing a boat in an open driveway, carport, or open side lot, park another vehicle or other large object in front of the trailer.
- An effective, preventive measure for outside storage is to remove one trailer wheel.
- Store the spare tire in an automobile, truck, or secure it to the trailer with a chain and lock.
- Secure the boat and trailer to a secure object with a good quality chain and lock.
- Purchase a good quality trailer hitch lock and use it – even if stored inside.





Vessel Security

There may be some equipment that must be left on the vessel. Secure these items only in lockable storage areas. Keep in mind that many times the storage area locks installed by the boat manufacturer are not adequate to deter thieves. Boat dealerships and marinas offer special after-market security devices, such as Loc-R-Bar for bass boats, which can be used to better secure boat storage compartments. Remember: **out of sight – out of mind.**

Houseboats, cruisers, and boats with cuddy cabins are not generally constructed with security in mind. However, there are several things that can be done to reduce the risk of vessel theft in these types of boats.

Marine Hatch – Marine dealers carry special exterior hatch locks. When fastened with a quality padlock, one of these improves security. Hinges and hatches are another weak point. Depending on the type of boat, it may be possible to add or substitute hinges for improved security. Windows – For sliding windows, place a length of doweling in the track to prevent the window from being forced open. Locksmiths and hardware dealers also carry a variety of special, small locks and fasteners, which can be used to increase the security of other types of windows. There are many systems that can be installed on boats. Care should be taken to select one designed for marine use – one that is resistant to water, salt, and humidity and has a reset function.

Courtesy of Detective Scott Van Deusen,
North Palm Beach Department of Public Safety

MARINE SECURITY RECORD – DUPLICATE AND KEEP WITH RECORDS						
Registration or Document Number		Hull Identification Number (HIN)		Inventory - Equipment		
Year	Make	Model	Length	Item / Model	Serial Number	\$ Value
Hull Color(s)	Trim Color(s)	Estimated Values Boat Hull \$ Engine \$ Trailer \$ \$ Equip/Access				
Engine MFR.	Engine HP					
Serial Number						
Engine 1	Engine 2					
Trailer MFR.	Year	Axles	Color			
Trailer VIN	License #		State			
Legal Owner	Address					
Insurance Company	Policy Number					



Telephone (561) 848-2600

Facsimile (561) 848-8752

State of Florida License #B-0000845



Marina Fire Prevention, Theft and General Safety Tips

- When choosing a marina, check around for fire protective measures such as stand pipes, fire extinguishers, cleanliness, clear dock passageways, security, good lighting, surveillance cameras, uniformed guards, coded entry gates, a neighborhood watch program, and other accident and theft prevention measures. If you get a bad feeling, take your boat and your business elsewhere.
- Wear PFD's while on the docks and working around your boat. ESPECIALLY make sure that children are wearing properly-fitted PFD's.
- Don't swim in marina waters. Boat maneuvering and movement is tough enough without having swimmers in the water, and there can also be dangerous stray currents in the water from improperly bonded electrical systems.
- Make sure you, your family members, and guests are wearing non-slip shoes anywhere on the marina premises, but especially around the docks and on your boat.
- Don't leave loose items lying around on the dock or in visible areas of your boat. They could get kicked into the water, stolen, or present a tripping hazard.
- Be proactive about regular maintenance of your vessel, especially electrical and fuel systems.
- Use bio-degradable cleaning products when you wash your boat.
- If you leave your boat for any reason, turn off any portable heaters you may have on board.
- Never leave engine parts or oily rags around dock areas, and ventilate thoroughly before performing any work on your boat.
- You and your family are the eyes and ears of your marina neighborhood. Don't be shy about telling marina staff about potential problems or hazards, such as weatherworn wiring or fixtures, spilled or leaking fuel, or lack of safety equipment like fire extinguishers, proper signage, and life rings.
- Gasolines generators on board can leak fuel, short out, overheat, and can represent a significant carbon monoxide risk if not properly used and maintained.
- Practice a safe egress from your boat and from the dock in the event of fire.

ELECTRICAL

- Use only UL marine approved cord sets and connectors. Don't use extension cords at the dock. Turn off all electrical loads before connecting cords.
- Don't hook up if you see burn marks or if your cord set won't firmly connect to the power pedestal.
- View cord sets as a preventive maintenance item that are routinely replaced.
- Install an easy-to-use battery disconnect if your boat is stored in a dry rack - - don't trust your battery selector switch.
- Cords connecting your boat and the power pedestal should be arranged so that there is slack to allow for boat movement, and placed so that cords can't be crushed or chafed.
- If you find a cord set strained or damaged in any way, replace it immediately.
- Things you bring from home to use on your boat are not always suitable for boat use. The movement of the boat, the marine environment, and the fact that some appliances are intended for unattended, extended use can make home appliances risky. Space heaters, microwave ovens, vacuum cleaners, home battery chargers, and even lava lamps have been the cause of boat fires. If you use them, make sure they are unplugged or shore power is shut off when you're not around.

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



- Make sure the marina is supplying you with the proper voltage, particularly if everyone on your dock is drawing a heavy load. Low voltage can cause AC appliances like refrigerators and air conditioners to overheat. Use a voltage input meter on your AC panel.
- It's a good idea to have double pole breakers and a polarity meter in your AC panel. If the marina does have the polarity reversed, you'll know it and juice will be cut off in the event of any shorts you might have in any appliances. If you have older style single pole breakers, turning off the breaker won't stop the flow of electricity if the polarity is reversed.
- When connecting or disconnecting power at your boat, always make sure the power is first disconnected at the dock pedestal.

FUEL

- Fuel portable tanks on the dock, not on or in the boat.
- Don't try to clean up gasoline spills by yourself - - inform the marina staff if you cause or see a spill.
- Before fueling, close all compartments, hatches, and covers. After fueling, open everything up and ventilate thoroughly. Use your nose to see if you can detect any fumes. Then run your blower for at least five minutes.
- When fueling, keep the nozzle of the pump in contact with the fill pipe.

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845

BIDDER'S CERTIFICATION

I certify that this bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this document as the BIDDER. By signature on this form, BIDDER acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

UNITED SPECIAL PATROL, INC.

SIGNATURE OF BIDDER'S AUTHORIZED AGENT:

X Iva P. Wummer

TITLE:

PRESIDENT

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

IVA P. WUMMER

ADDRESS:

535 ROYAL PALM BEACH BLVD.

ROYAL PALM BEACH, FL. 33413

PHONE NO: (561) 848-2600

FEDERAL EMPLOYER ID NUMBER (FEIN) OR SOCIAL SECURITY NUMBER OF BIDDER: 20-1964735

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to BIDDERS are defined and have the meanings assigned to them. The term "BIDDER" means one who submits a bid directly to the Town of Lake Park (TOWN), as distinct from a sub-BIDDER who submits a bid to the BIDDER. The term "Successful BIDDER" means the most responsible and responsive BIDDER to whom TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to BIDDER's, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of bid documents must be used in preparing bids. TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. TOWN, in making copies of bid documents available does so only for the purpose of obtaining bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to TOWN, or who is deemed irresponsible or unreliable by the TOWN.

3.2 As part of the bid evaluation process, TOWN may conduct a background investigation including a record check by the Palm Beach County Sheriff's Office. BIDDER's submission of a bid constitutes acknowledgment of the process and consent to such investigation. TOWN shall be the sole judge in determining BIDDER's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a bid, each BIDDER must (a) examine the bid documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate BIDDER's observations with the bid documents, and (d) notify the Town Clerk of all conflicts, errors and discrepancies in the bid documents.

4.2 The submission of a bid shall constitute an incontrovertible representation by BIDDER, that BIDDER has complied with every requirement of this Article 4, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

- The Town shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The Town has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

i. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. Town staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:
 - a. Sleeping on duty..... up to \$200.00
 - b. Failing to follow post orders. up to \$200.00
 - c. Abandoning post..... up to \$300.00
 - d. Failing to complete incident report.. up to \$100.00
 - e. Improper/soiled uniform..... up to \$100.00
 - f. Late for duty..... up to \$200.00
 - g. Failure to show-up for duty..... up to \$300.00
 - h. Failure by contractor to conduct a complete background investigation..... up to \$300.00
 - i. Untrained guard assigned to post..... up to \$300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to \$500.00.

j. Post-Award review

- Prior to performance commencing under the contract, the Marina Director and the contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
 - a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
 - b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
 - c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
 - d. Patrol requirements and procedures.

BID FORM

Billing Rate to Town (\$/hour)

Marina Guard

\$14.00 Straight time

\$21.00 Overtime/Holiday

\$40,880. Estimated Annual Billing

Special Event Guard

\$14.00 Straight time

\$21.00 Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP

By: X Iva P. Wommer (Signature) Iva P. Wommer (Print name)

Address: 535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH, FL. 33411

Telephone: (561) 848-2600 Fax: (561) 848-8752

E-mail Address of Signatory: UNITEDK9@BELLSOUTH.NET

Company Website: WWW.UNITEDK9SPECIALPATROL.COM

DUNS Number: _____

Social Security Number (OR) Federal Identification Number (FEIN): 20-1964735

CORPORATION

By: X Iva P. Wommer (Signature) Iva P. Wommer (Print name)

Address: 535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH, FL. 33411

Telephone: (561) 848-2600 Fax: (561) 848-8752

E-mail Address of Signatory: UNITEDK9@BEESOUTH.NET

Company Website: WWW.UNITEDK9SPECIALPATROL.COM

DUNS Number: _____

Federal Identification Number (FEIN): 20-1964735

State Under Which Corporation Was Chartered: FLORIDA
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida) _____

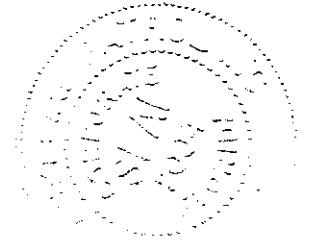
Corporate President: Iva P. Wummer
(Print Name)

Corporate Secretary: Iva P. Wummer
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Iva P. Wummer
Secretary



BIDDER acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: Iva P. Wummer

Address: 535 ROYAL PALM BEACH BLVD. ROYAL PALM BEACH, FL.

Telephone: (561) 848-2600

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: WILLIAM WUMMER

Address: 535 ROYAL PALM BEACH BLVD. ROYAL PALM BEACH FL.

Telephone: (561) 315-3722

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, BIDDERS must present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. New Port Cove MARINA	255 EAST 22 COURT RIVIERA BEACH, FL. 33404 Date(s) Service Provided 2004 to Present
BRUCE GROUGHT	PHONE: 561-844-2504 FAX:
2. VIKING YACHTS SERVICE CENTER	1550 AVENUE C RIVIERA BEACH, FL. 33404 Date(s) Service Provided 2010 to Present
MARR SAMUELS	PHONE: 561-493-3800 FAX: 561-493-2801
3. JUPITER POINTE MARINA	18701 SE FEDERAL HIGHWAY TEQUESTA, FL. 33469 Date(s) Service Provided 2007 to Present
DAN HOAG	PHONE: 561-301-3334 FAX: 561-743-9626
4. BOCA MARINA	5311 BOCA MARINA CIRCLE BOCA RATON, FL. 33487 Date(s) Service Provided 2007 to Present
ED ZIMSKI	PHONE: 561-716-7539 FAX:

DRUG FREE WORKPLACE

In the case of a tie between two BIDDERS, the tie shall be broken by giving preference to a BIDDER with a Drug-Free Work Place (DFW) program. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town for the procurement of contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


BIDDER's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Iva P. Wummer
_____, who, after being by me first duly sworn, deposes and says:

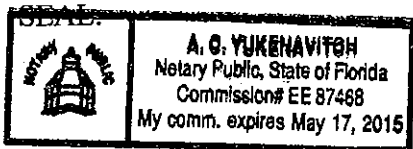
(1) I am Iva P. Wummer of United K9 Special Pat., the BIDDER that has submitted a proposal to perform work for the following project:

Bid #: 107-2014 Bid Name: MARINA SECURITY SERVICES CONTRACT (UNARMED)

(2) I, the undersigned, hereby depose and state that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Iva P. Wummer
Signature

Subscribed and sworn to (or affirmed) before me this 23 day of Dec, 2014 by
Iva P. Wummer, who is personally known to me or who has produced _____
Public as identification.



Notary Signature: AC Yukenavich
Notary Name: AC Yukenavich
Notary Public-State of Florida
My Commission #: EE 87488
Expires on: May 17 2015

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Iva P. Wumme who, after being by me first duly sworn, deposes and says of his/her personal knowledge that: _____

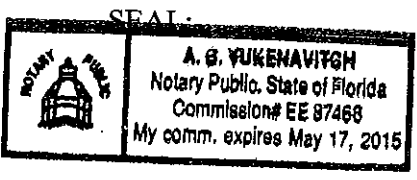
- (1) He/she is President of United K9 Special Patrol, the BIDDER that has submitted a proposal to perform work for the following:

Bid #: 107-2014 Bid Name: MARINA SECURITY SERVICES CONTRACT (UNAWARDED)

- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached bid or of any other BIDDER, or to fix any overhead, profit or cost element of the bid price or the bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed contract, and;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Iva P. Wumme
Signature

Subscribed and sworn to (or affirmed) before me this 23 day of Dec 2014 by Iva P. Wumme, who is personally known to me or who has produced ID/ license as identification.



Notary Signature: Acyukenu.tch
Notary Name: ACYUKENU.TCH
Notary Public, State of Florida
My Commission #: EE 87468
Expires on: May 17 2015

NON-BANKRUPTCY AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

IVA P. WUMMER is an officer and member of the firm of UNITED K9 SPECIAL PATROL, INC., being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the Town of Lake Park, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP # 10W.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Iva P. Wummer
Affiant Signature

Sworn to before me this 23 day of Dec, 2014 by Iva P. Wummer
(Name of affiant)

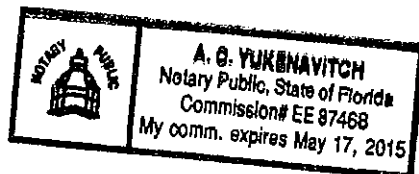
He/She is personally known to me or has produced FD/ID license as identification.

A. G. Yurknavitch
Signature of Notary

A. G. Yurknavitch
Notary's Printed Name

May 17 2015
Expiration of Notary's Commission

Affix Seal Here:



CERTIFICATION OF NON-SEGREGATED FACILITIES

The BIDDER certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The BIDDER certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

UNITED SPECIAL PATROL, INC.

535 ROYAL PALM BEACH BLVD.

ROYAL PALM BEACH, FL. 33411

Iva P. Wummer
Signature

Iva P. Wummer, President
Name and Title

12/21/2014
Date

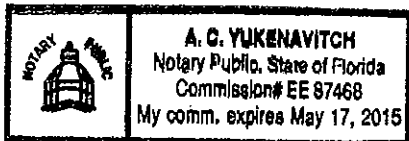
SEAL:

Notary Signature: A. G. YUKENAVITCH

Notary Name: A. G. YUKENAVITCH
Notary Public-State of Florida

My Commission #: EE87468

Expires on: May 17 2015



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF LAKE PARK
(print name of public entity)
by UNITED SPECIAL PATROL, INC.
(print individual's name and title)
for IVA P. WOMMER, PRESIDENT
(print name of entity submitting sworn statement)

2. Whose address is
535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is
20-1964735

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.

7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

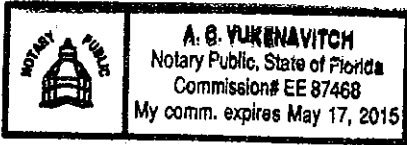
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Wna P. Wimmer
(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 23 day of Dec
2014 by IVA R WUMME as President of
United Special Retail who is personally known to me or has produced
FLD/ Wenzel as identification.

SEAL:



Notary Signature: AC YUKENAVITCH

Notary Name AC YUKENAVITCH

Notary Public – State of Florida

My Commission #: EE 87468

Expires on: May 17 2015

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: BOCA MARINA

Address: 5311 BOCA MARINA CIRCLE NORTH

BOCA RATON FLORIDA 33487
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. IVA WUNNER	PRESIDENT	(561) 848-2600	(561) 848-8752
2. WILLIAM WUNNER	VICE PRESIDENT	(561) 848-2600	(561) 848-8752
3. LARRY PHILLIPS	AREA SUPERVISOR	(561) 848-2600	(561) 848-8752

DATE OF CONTRACT

Contract start date 04 / 1 / 2007 Contract expiration date 09 / 01 / 2008
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? YEARLY

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? EVERY YEAR SINCE 2004

For how long has the contract time been extended ONE YEAR

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$ 15.00 Per Hour

Final Contract Amount _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: MARINA VILLAGE

Address: 625 CASA LOMA CLUB

BOYNTON BEACH FLORIDA 33435
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. IVA WUNNER	PRESIDENT	(561) 848-2600	(561) 848-8752
2. WILLIAM WUNNER	VICE PRESIDENT	(561) 848-2600	(561) 848-8752
3. LARRY PHILLIPS	AREA SUPERVISOR	(561) 848-2600	(561) 848-8752

DATE OF CONTRACT

Contract start date 10/01/2011 Contract expiration date 10/01/2012
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? YEARLY

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 3

For how long has the contract time been extended: ONE YEAR

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$ 14.50 PER HOUR

Final Contract Amount _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: JUPITER POINTE MARINA

Address: 18701 SE FEDERAL HIGHWAY

TEQUESTA FLORIDA 33469
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. IVA WUNNER	PRESIDENT	(561) 848-2600	(561) 848-8752
2. WILLIAM WUNNER	VICE PRESIDENT	(561) 848-2600	(561) 848-8752
3. LARRY PHILLIPS	AREA SUPERVISOR	(561) 848-2600	(561) 848-8752

DATE OF CONTRACT

Contract start date 06/01/2007 Contract expiration date 06/01/2008
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? YEARLY

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 6

For how long has the contract time been extended 1 YEAR

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$ 14.00 PER HOUR

Final Contract Amount _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: NEW PORT COVE MARINA

Address: 255 EAST 22ND COURT

RIVIERA BEACH FLORIDA 33404
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. IVA WUNNER	PRESIDENT	(561) 848-2600	(561) 848-8752
2. WILLIAM WUNNER	VICE PRESIDENT	(561) 848-2600	(561) 848-8752
3. LARRY PHILLIPS	AREA SUPERVISOR	(561) 848-2600	(561) 848-8752

DATE OF CONTRACT

Contract start date 03/15/2007 Contract expiration date 03/15/2008
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? YEARLY

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 9

For how long has the contract time been extended 1 YEAR

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$ 14.00 Per Hour

Final Contract Amount _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: SANDS HARBOR MARINA

Address: 125 NORTH RIVERSIDE DRIVE

POMPANO BEACH FLORIDA 33062
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. IVA WUNNER	PRESIDENT	(561) 848-2600	(561) 848-8752
2. WILLIAM WUNNER	Vice President	(561) 848-2600	(561) 848-8752
3. LARRY PHILLIPS	AREA SUPERVISOR	(561) 848-2600	(561) 848-8752

DATE OF CONTRACT

Contract start date 10/01/2010 Contract expiration date 10/01/2011
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? YEARLY

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 3

For how long has the contract time been extended ONE YEAR

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$ 13.50 Per Hour

Final Contract Amount _____

Litigation and Criminal Convictions

The BIDDER must provide a summary of all civil litigation the company has been directly or indirectly involved in for the previous ten (10) years to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers' Compensation claims and/or employment related issues need not be reported.

The BIDDER must also provide a summary of all criminal convictions and current indictments of the company and/or its officers for the previous ten (10) years to the present. The Pre-Qualification Committee may disqualify a BIDDER with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, BIDDERS must submit completed Forms C1 and C2 and should provide any supporting documentation the BIDDER believes is appropriate to clarify and support the information provided on Forms C1 and C2.

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved for the previous ten (10) years to the present. Include any and all litigation with government entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case: <p style="text-align: center;">None</p>
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with for the previous ten (10) years to the present. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description: <p style="text-align: center;">None</p>
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

TOWN OF LAKE PARK
AND

THIS CONTRACT, made this _____ day of _____, 201_, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and _____ a Florida Corporation, State of Florida License No. _____; FEID Number _____, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN has previously determined that there is a need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on _____, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's bid to be acceptable and the parties wish to enter into this Contract; and

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

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 The Contract shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR must have a current Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must also be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing prior to commencing work under

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for competed work and as determined by the TOWN.

These payments shall constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

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

30. FUNDING

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

31. RIGHT TO AUDIT

31.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status,

familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training (including apprenticeship), promotion, demotion, discipline or dismissal of employees.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

34.1 All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Lake Park
Lake Park Harbor Marina Director
105 Lake Shore Drive
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

UNITED SPECIAL PATROL, INC.
535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH, FL. 33411

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Legacy Insurance of South Florida, Inc.
 12300 Alternate A1A, Suite 203
 Palm Beach Gardens, FL 33410
 License #: P118556

CONTACT NAME: **Megan Lopp** FAX (A/C, No): **(561)290-1543**
 PHONE: **(561)784-4464**
 (A/C, No, Ext):
 E-MAIL: **megan@legacyinsurancefl.com**
 ADDRESS:

INSURER(S) AFFORDING COVERAGE
 INSURER A: **Everest Indemnity Insurance** NAIC #
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:
 INSURER F:

INSURED
United Special Patrol, Inc.
 535 Royal Palm Beach Blvd
 Royal Palm Beach, FL 33411

CERTIFICATE NUMBER: **00000051-396851**

REVISION NUMBER: **72**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		51GL006065-141	02/17/2014	02/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS \$ 50,000 PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP ACQ \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWN'D AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					
A	UMBRELLA LIAB		51E0001006-141	02/17/2014	02/17/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If you describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

(MRL)

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The ACORD name and logo are registered marks of ACORD

Printed by MRL on May 01, 2014 at 01:46PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Advisory Financial Services dba Capacity Insurance
2304 East Atlantic Blvd, 2nd Floor
Pompano Beach, Florida 33062

INSURED

United Special Patrol, Inc dba United K9 Special Patrol
535 Royal Palm Beach Blvd
Royal Pm Beach FL 33411

CONTACT NAME:	PHONE (A/C No. Ext): 954-763-3302	FAX (A/C No.): 954-763-3304
E-MAIL ADDRESS:	eric@mytaxguru.com	
INSURER(S) AFFORDING COVERAGE		
INSURER A:	Bridgefield Employers Ins Co	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL (SUER) INSD (VND)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (E&B 8000000) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					PER STATUTE <input checked="" type="checkbox"/> <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0830-21320	04/29/2014	04/29/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Security Company

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

**DIVISION OF LICENSING
06/30/17
DATE OF EXPIRATION**

**B 0000845
LICENSE NUMBER**

**04/10/14
DATE ISSUED**

**UNITED SPECIAL PATROL, INC.
DBA UNITED K-9 SPECIAL PATROL**

**535 ROYAL PALM BEACH BLVD.
ROYAL PALM BCH, FL 33411**

WUMMER, IVA POLAK, OWNER

**THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.**



A handwritten signature in black ink, appearing to read "Adam H. Putnam", is written over the printed name and title.

**ADAM H. PUTNAM
COMMISSIONER**



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 535 ROYAL PALM BEACH BLVD
 ROYAL PALM BEACH, FL 33411

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
58-0035 SECURITY GUARD - PATROL SERVICE	WUMMER IVA P	B 0000845	U13.824737 - 07/11/13	\$157.50	B40182872

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2013/2014 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201004260
 EXPIRES: SEPTEMBER 30, 2014**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

UNITED K-9 SPECIAL PATROL
 UNITED K-9 SPECIAL PATROL
 535 ROYAL PALM BEACH BLVD
 ROYAL PALM BEACH, FL 33411



VILLAGE OF ROYAL PALM BEACH
 1050 ROYAL PALM BEACH BOULEVARD
 ROYAL PALM BEACH, FL 33411

NO. 14-00017040

DATE: 7/19/13

**LOCAL BUSINESS TAX RECEIPT
 EXPIRES: SEPTEMBER - 30 - 2014**

UNITED SPECIAL PATROL INC
 535 RPB BLVD
 ROYAL PALM BEACH FL 33411

DESCRIPTION
 BUSINESS OFFICE

TOTAL FEE
 \$100.00

LOCATION: 535 RPB BLVD

DISPLAY IN PLACE OF BUSINESS
 NON-TRANSFERABLE



United Special Patrol, Inc.
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
Sales Tax Expense	-336,931.88
Security Income	5,675,056.62
Total Income	5,338,124.74
Gross Profit	5,338,124.74
Expense	
Accounting Fees	38,204.00
Advertising Costs	7,607.79
Alarm	466.00
Bank Service Charges	5,473.02
Business License and Fees	1,296.00
Car/Truck Expense	
Auto Reg & License	643.85
Auto Repairs & Maintenance	10,218.63
Gas	47,591.77
Hyundai - Loan Payment	2,841.93
Hyundai Lease payment	3,624.50
Car/Truck Expense - Other	26,659.39
Total Car/Truck Expense	91,580.07
Cleaning/Janitorial Expense	1,579.20
Commissions Expense	25,934.31
Consulting Expense	112,943.43
Continuing Education	200.00
Depreciation Expense	14,063.00
Dues and Subscriptions	2,191.66
Education Expense	899.00
Equipment Rental	22,588.78
Finance Fees	2,054.69
Gate Supplies	1,360.86
General Security Service	0.00
Gifts	7,874.09
Insurance	
Auto Insurance	16,852.52
Liability Insurance	40,765.55
Worker's Compensation	95,897.65
Insurance - Other	35,399.52
Total Insurance	188,915.24
Internet and Web Access	1,634.92
Investigations	0.00
Miscellaneous Employee Costs	2,514.64
Office Expense	
Drug Testing	6,063.13
Labor Posters	25.90
Office Expense - Other	15,842.83
Total Office Expense	21,931.86

United Special Patrol, Inc.
Profit & Loss
January through December 2011

	Jan - Dec 11
Office Supplies	11,969.89
Other Labor	1,159.63
Payroll Expenses	3,961,304.38
Pest Control	424,491.96
Postage and Delivery	534.66
Printing and Reproduction	2,435.63
Professional Fees	3,649.87
Legal Fees	10,620.00
Total Professional Fees	10,620.00
Reconciliation Discrepancies	0.00
Rent	
CVL Office	5,830.00
Storage Rent	858.60
Rent - Other	15,644.09
Total Rent	22,332.69
Repairs	
Computer Repairs	2,725.78
Maintenance Expense	1,823.53
Total Repairs	4,549.31
Security Expense	4,503.92
Security Licenses	441.00
Taxes	2,393.76
Telephone & Fax	20,618.66
Uniform Expense	11,774.62
Utilities Expense	1,375.65
Total Expense	5,035,558.08
Net Ordinary Income	302,556.65
Other Income/Expense	
Other Expense	
Built In Gain Tax Allocated to	4,604.00
Discretionary & Non-Recurring	
Donations	7,761.00
Interest Expense	0.00
Life Insurance 1	87.45
Officers Salaries	175,000.00
Travel & Entertainment	
Entertainment	7,646.61
Meals	9,351.37
Travel	1,443.29
Total Travel & Entertainment	18,441.27
Total Discretionary & Non-Recurring	201,269.72
Penalties Expense	154.45

United Special Patrol, Inc.
Profit & Loss
January through December 2011

	Jan - Dec 11
Total Other Expense	206,348.17
Net Other Income	-206,348.17
Net Income	96,508.48

United Special Patrol, Inc.
Profit & Loss
January through December 2012

	Jan - Dec 12
Ordinary Income:	
Income	
Sales Tax Expense	-292,359.28
Security Income	5,321,701.22
Total Income	5,029,341.94
Cost of Goods Sold	
Print Production Costs	2,000.00
Total COGS	2,000.00
Gross Profit	5,027,341.94
Expense	
Accounting Fees	25,350.00
Advertising Costs	4,172.01
Alarm	492.66
Bank Service Charges	5,029.89
Business License and Fees	242.85
Car/Truck Expense	
Auto Reg & License	270.15
Auto Repairs & Maintenance	12,609.63
Gas	32,678.31
Hyundai - Loan Payment	2,623.32
Hyundai Lease payment	3,624.50
Car/Truck Expense - Other	15,960.91
Total Car/Truck Expense	71,865.85
Cleaning/Janitorial Expense	95.00
Commissions Expense	28,924.08
Consulting Expense	97,197.49
Depreciation Expense	7,846.00
Dues and Subscriptions	2,011.28
Education Expense	-01.00
Equipment	879.85
Equipment Rental	32,870.11
Finance Fees	2,523.34
Gate Supplies	4,248.72
Gifts	10,044.51
Insurance	
Auto Insurance	15,620.93
Liability Insurance	37,429.93
Worker's Compensation	102,465.63
Insurance - Other	19,867.67
Total Insurance	175,864.99
Internet and Web Access	2,246.25
Investigations	615.00
Loans to Employees	212.00
Marketing & Promotional Expense	493.70
Office Expense	
Drug Testing	330.00

United Special Patrol, Inc.
Profit & Loss
January through December 2012

	Jan - Dec 12
Labor Posters	77.25
Office Expense - Other	13,728.26
Total Office Expense	15,135.51
Office Supplies	10,354.59
Payroll Expenses	3,850,757.75
Payroll Tax Expenses	443,727.32
Pest Control	534.24
Postage and Delivery	7,172.68
Printing and Reproduction	5,684.40
Professional Fees	
Legal Fees	10,950.26
Total Professional Fees	10,950.26
Reconciliation Discrepancies	0.00
Rent	
Storage Rent	2,984.82
Rent - Other	11,452.24
Total Rent	14,437.06
Repairs	
Computer Repairs	3,562.64
Maintenance Expense	768.19
Total Repairs	4,330.83
Security Expense	3,836.93
Security Licenses	857.75
Taxes	245.83
Telephone & Fax	22,666.89
Tolls and Parking	220.00
Uniform Expense	11,505.70
Utilities Expense	1,343.26
Total Expense	4,875,509.78
Net Ordinary Income	151,832.16
Other Income/Expense	
Other Expense	
Discretionary & Non-Recurring	
Donations	4,499.00
Officers Salaries	205,552.00
Travel & Entertainment	
Entertainment	1,261.07
Meals	19,885.51
Travel	1,081.54
Total Travel & Entertainment	22,228.12
Total Discretionary & Non-Recurring	232,279.12
Total Other Expense	232,279.12

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12/22/14
Cash Basis

P 6/9

United Special Patrol, Inc.
Profit & Loss
January through December 2012

	Jan - Dec 12
Net Other Income	-332,278.12
Net Income	-80,446.98

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FOR INTERNAL USE ONLY

Page 3

United Special Patrol, Inc.
Profit & Loss
January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
Sales Tax Expense	-301,880.66
Security Income	5,961,317.86
Total Income	5,659,437.20
Gross Profit	5,659,437.20
Expense	
Accounting Fees	28,000.00
Advertising Costs	7,020.24
Alarm	1,269.47
Bank Service Charges	2,654.84
Business License and Fees	107.25
Car/Truck Expense	
Auto Reg & License	934.35
Auto Repairs & Maintenance	9,615.68
Gas	44,233.26
Hyundai - Loan Payment	3,497.76
Hyundai Lease payment	3,954.00
Car/Truck Expense - Other	793.51
Total Car/Truck Expense	63,028.56
Cleaning/Janitorial Expense	1,260.00
Commissions Expense	16,560.00
Consulting Expense	94,762.98
Depreciation Expense	41,126.00
Dues and Subscriptions	1,823.82
Education Expense	924.50
Equipment Rental	37,810.92
Finance Fees	4,249.37
Gate Supplies	8,650.23
Gifts	10,971.96
Insurance	
Auto Insurance	14,180.58
Liability Insurance	31,585.69
Worker's Compensation	122,670.20
Insurance - Other	10,757.22
Total Insurance	179,193.70
Internet and Web Access	6,374.57
Office Expense	
Drug Testing	3,080.00
Environmental Services	903.50
Office Expense - Other	10,445.15
Total Office Expense	14,428.65
Office Supplies	9,627.01
Payroll Expenses	4,244,940.61
Payroll Tax Expenses	442,249.32
Pest Control	557.84

United Special Patrol, Inc.
Profit & Loss
 January through December 2013

	Jan - Dec 13
Postage and Delivery	7,572.63
Printing and Reproduction	7,851.02
Professional Fees	
Legal Fees	9,547.41
Total Professional Fees	9,547.41
Rent	
Storage Rent	3,038.60
Rent - Other	5,842.37
Total Rent	16,881.17
Repairs	
Computer Repairs	5,263.70
Equipment Repairs	2,308.12
Maintenance Expense	549.68
Repairs - Other	2,167.00
Total Repairs	13,287.51
Security Expense	3,027.43
Security Licenses	1,691.00
Software Expense	154.96
Taxes	49.50
Telephone & Fax	23,154.01
Tolls and Parking	300.00
Uniform Expense	5,249.21
Utilities Expense	1,829.56
Total Expense	6,317,196.23
Net Ordinary Income	342,250.97
Other Income/Expense	
Discretionary & Non-Recurring	
Disability Insurance	3,547.51
Donations	4,764.00
Life Insurance 1	4,343.58
Moving & Storage	600.00
Officers Salaries	310,896.03
Travel & Entertainment	
Entertainment	2,902.84
Meals	19,466.03
Travel	1,436.00
Total Travel & Entertainment	23,805.87
Total Discretionary & Non-Recurring	347,936.93
Total Other Expense	347,936.93
Net Other Income	-347,936.93

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 12/22/14
 Cash Basis

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12/22/14
Cash Basis

United Special Patrol, Inc.
Profit & Loss
January through December 2013

P 9/9

	Jan - Dec 13
Net Income	<u><u>-5,686.02</u></u>

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FOR INTERNAL USE ONLY



December 22, 2014

UNITED SPECIAL PATROL INC
535 ROYAL PALM BEACH BLVD
ROYAL PALM BEACH, FL 33411-7673

Dear IVA WUMMER

In response to your request that PNC Bank, National Association provide written verification concerning your (checking/savings/certificate of deposit) account(s), we are providing the following information:

<u>Account No.</u>	<u>Date Opened</u>	<u>Balance as of date of this letter</u>
1208364625	12/09/2014	\$72,498.26
24030481153	12/21/2011	\$49,598.29

This information is subject to any outstanding items or charges.

Sincerely,

PNC Bank, National Association

PNC BANK
ROYAL PALM BEACH

CUSTOMER AUTHORIZATION/ACKNOWLEDGMENT

I/we hereby acknowledge that I/we have requested and authorized PNC Bank, National Association to provide this written verification concerning my/our (checking/savings/certificate of deposit) account(s).

Dated this _____ day of _____, _____.

Customer Signature: _____

Customer Signature: _____



ANDERSON, AZEREDO & LIOCE
CPA'S AND ASSOCIATES, P.A.

December 24, 2014

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

To Whom It May Concern:

This letter is to confirm that our firm has provided tax and accounting services to United K-9 Special Patrol, Inc. for fifteen years.

Our client has always been prompt in paying their invoices with us.

Sincerely,

Linda N. Jayne
Certified Public Accountant

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2015

Agenda Item No. 9

Agenda Title: A REQUEST FROM COMMERCIAL INVESTMENTS, LLC TO MODIFY CONDITION #4 OF EXHIBIT "A" OF RESOLUTION 41-10-13 RELATED TO THE TEMPORARY USES OF THEIR PROPERTY WHICH INCLUDES THE TEMPORARY STORAGE OF VEHICLES AND AN OFFICE TRAILER.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON __ READING
- NEW BUSINESS – RESOLUTION**
- OTHER

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager **Date:** 1/5/15

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: Community Development	Costs: \$ 250 Funding Source: Applicant Acct. # 001-342.510 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: → Resolution 03-01-15, revised Exhibit "A" → Copy of Resolution 41-10-2013, including Exhibit "A"
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Earl Stewart Toyota (aka Commercial Investments LLC) is requesting an additional year extension for keeping their temporary vehicular storage use and office trailer in place.

Earl Stewart Toyota acquired the property upon which the Journey's Inn and the El Colonial restaurant were located in August 2004. Over the years, the abandoned Journey's Inn and El Colonial restaurant became a huge eyesore to the community. In May 2010, Commercial Investments LLC, doing business as Earl Stewart Toyota (the Applicant) requested permission from the Town Commission to demolish the Journey's Inn and El Colonial restaurant buildings on the property to use it for the temporary storage of vehicles. Pursuant to Resolution 20-05-10, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn and the El Colonial restaurant buildings thereby granting the

Applicant a temporary use of the property for temporary vehicular storage until the Applicant began construction of its new buildings and facilities consistent with a site plan that was to be approved by the Town Commission. Resolution 20-05-10 also provided that following demolition, the Applicant was required to fill the subject property with crushed asphalt and was required to grade it. Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for the site plan approval and construction of the expanded dealership was not met. This timeline was set for a two-year period ending April 30, 2012, at which time the Applicant would have had to either apply for a new temporary permit or would have to be in the process of moving forward with the expansion of the dealership. In addition, the temporary permit was approved with the condition that the lot would have a minimum of 18 trees around the perimeter and that construction of the new facility would commence by May 5, 2012, or the subject site would be required to be fully landscaped per the Town of Lake Park landscaping regulations. The Applicant satisfied the landscaping provision and installed 18 trees around the perimeter of the subject property.

The Applicant addressed the Commission once again at the October 19, 2011 Town Commission meeting and requested that the Town Commission grant it temporary approval for an office trailer. The Commission directed staff to bring forward an amendment to Resolution 20-05-10 which would allow for the temporary office trailer pursuant to certain conditions. The temporary office trailer was approved unanimously at the November 2, 2011 Town Commission meeting under Resolution 40-11-11. The office trailer is currently installed on the property and had an initial expiration date of April 30, 2012.

Earl Stewart Toyota addressed the Town Commission once again in June 2012 requesting their first extension of the permit for the use of the lot as a vehicular storage lot and the temporary office trailer for used car sales to October 1, 2013, with the development plans for the site being submitted by December 31, 2012, instead of the previous set date of April 30, 2012. Additionally, rather than to fully landscape the site pursuant to the previous condition on Resolution 20-05-10, Earl Stewart Toyota proposed to landscape the perimeter with additional shade trees and a Cocoplum hedge along certain perimeter landscape buffers namely, North Federal Highway, Lakeshore Drive, and half of East Ilex Drive. The first extension, along with the landscaping request, was approved by Resolution 09-06-12.

The Applicant later addressed the Town Commission on October 16, 2013 requesting a second extension for the vehicular storage lot and office trailer in order to allow for sufficient time to move through the site plan approval process. The Town Commission approved the second extension with a required \$30,000 cash surety and certain other conditions. These conditions are included in Resolution 41-10-13 and in Exhibit "A" of Resolution 41-10-13 and include, in part:



2. *Within seven calendar days following the effective date of Resolution 41-10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Thirty Thousand and no/100 Dollars (\$30,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.*

Site Plan application was submitted and deemed complete by March 31 therefore, they have until January 30, 2015.

4. *In addition, the Owner shall have 30 days from either December 31, 2014 if a complete site plan application is submitted by March 31, 2014 or 30 days from March 31, 2014 if the site plan application is not submitted or deemed incomplete by the Community Development Department, to remove the sales trailer and the vehicles parked on the Property and sod throughout.*

Ultimately, the current expiration date of the temporary vehicular storage lot and office trailer is set to end on Friday, January 30, 2015 (30 days from December 31, 2014). The Applicant resubmitted revised plans in late October 2014 and staff issued a second round of comments in mid-December 2014. Since then, staff has met with the Applicant's team to review the comments and is confident that the project, along with a separate right-of-way abandonment application, will be moving through the public hearing process within the next few months. However, as it currently stands, if the applicant does not remove the vehicles and office trailer by January 31, the property will be in violation and the Town will be entitled to keep the \$30,000.

The Applicant is requesting a third extension and that condition #4 above be removed from Exhibit "A" of Resolution 41-10-13 and replaced with the following:

4. **The Owner shall have 30 days from the issuance of the Certificate of Occupancy for Phase 1, or no later than January 31, 2016, to remove the sales trailer from the Property. The Property will be improved in accordance with the site plan approved by the Town Commission.**

The Applicant states that: "The intended plan and schedule for construction is to secure site plan approval and permits to allow construction to begin by Mid May or early June, 2015. The new used car operation space will be included in the first phase of construction. They will need to maintain the used car operation in the trailer until they can occupy the new space being constructed. The contractor will discuss with the Building Official the most appropriate permitting process to allow the Certificate of Occupancy to be issued for that area of the building while the remaining portions of the building are under construction. As soon as the trailer is removed, the parking lot and landscape areas will be constructed in accordance with the approved site plan. They anticipate it will take at least 7 months to complete the construction of the new Used Car portion of the building which will take us to November or December (2015). The 30 days to remove the trailer will allow the used car operation to move and allow for the removal of the trailer."

A proposed revised Resolution and Exhibit "A" granting a third extension to allow the site plan application and right-of-way abandonment application to run its course and consequently, not immediately taking the \$30,000 cash surety, is attached.

RESOLUTION NO. 03-01-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTIONS 20-05-10, 40-11-11, 09-06-12 AND 41-10-13 TO EXTEND A PERMIT TO AUTHORIZE COMMERCIAL INVESTMENTS, LLC DOING BUSINESS AS EARL STEWART TOYOTA TO CONTINUE THE TEMPORARY USE OF A LOT IT OWNS FOR THE STORAGE OF ITS VEHICLE INVENTORY WHICH INCLUDES AN OFFICE TRAILER UPON THE PROPERTY FOR USE AS A VEHICLE SALES OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Resolutions 20-05-10, 40-11-11, 09-06-12 and 41-10-13 (jointly and severally these Resolutions shall be referred to as a *temporary* Development Order), the Town Commission approved a demolition permit authorizing the Applicant to permanently demolish the Journey's Inn hotel and El Colonial restaurant buildings and authorized the Applicant to use its property for the temporary storage of its vehicles and to temporarily place a trailer upon it to be used as a vehicle sales office for a *temporary* period of time; and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Resolution 41-10-13 the Applicant requested and the Commission approved an extension of the use of the subject property for the temporary storage of the Applicant's vehicle inventory and to maintain its trailer on the subject property for its temporary use as a used vehicle sales office; and

WHEREAS, Resolution 41-10-13 established an expiration date of 30 days from December 31, 2014 if a completed site plan application was submitted by March 31, 2014, for the continued use of the subject property for the storage of vehicles and the maintenance of a trailer as a used vehicle sales office; and

WHEREAS, the Applicant did submit a completed site plan application by March 31, 2014 thereby setting the expiration date to end of day January 30, 2015; and

WHEREAS, the Applicant is requesting another extension of time to receive site plan approval, receive all necessary construction permits and receive a Certificate of Occupancy for Phase I; and

WHEREAS, the Applicant is requesting an extension that is consistent with the issuance of the Certificate of Occupancy for Phase I, or January 31, 2016, whichever is sooner, for the storage of vehicles and the maintenance of a trailer as a used vehicle sales office.

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

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

Section 2. The Town Commission hereby amends the temporary Development Order to authorize the continued temporary use of the subject property for the storage of vehicles and the use of a trailer as a used car sales office.

Section 3. The continued temporary use of the subject property is subject to the following conditions:

- A. **Permit Duration.** The Applicant shall receive a Certificate of Occupancy of the Phase I improvements, or remove the storage of vehicles and office trailer by January 31, 2016, whichever comes first.
- B. This approval is subject to **the Applicant entering into a revised Agreement, attached hereto as Exhibit "A", for which the Town will keep the previously submitted Cashiers' check in the amount of \$ 30,000 as cash surety. The Applicant agrees that its failure to meet any of the conditions pertaining to the temporary use of its property, shall automatically entitle the Town to the \$ 30,000 in funds deposited by the Town into its PNC bank account.**
- C. **Advertising.** Earl Stewart Toyota shall only advertise their facility as being located in the Town of Lake Park. There shall be no advertisements that state or imply that Earl Stewart Toyota is located in North Palm Beach or Northern Palm Beach.

Section 3. This Resolution shall take effect upon adoption.

EXHIBIT "A"

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

This Agreement to *Extend the Temporary Uses of Property Without Site Plan Approval* (Agreement), is originally entered into between the Town of Lake Park, Florida (Town), and the owner of certain real property, Commercial Investments LLC, aka Earl Stewart Toyota (Owner), on October 23, 2013 and now being re-entered into this ___day of January, 2015.

WITNESSETH

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The persons signing this Agreement have the authority to enter into it and bind the respective parties to the terms contained herein.
2. Within seven calendar days following the effective date of Resolution 41-10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Thirty Thousand and no/100 Dollars (\$30,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.
3. If the Applicant fails to timely comply with any of the obligations of Resolution 41-10-2013, the Owner agrees that the Town shall be entitled to keep any and all remaining Funds.
- ~~4. In addition, the Owner shall have 30 days from either December 31, 2014 if a complete site plan application is submitted by March 31, 2014 or 30 days from March 31, 2014 if the site plan application is not submitted or deemed incomplete by the Community Development Department, to remove the sales trailer and the vehicles parked on the Property and sod throughout.~~
4. The Owner shall have 30 days from the issuance of the Certificate of Occupancy for Phase 1, or no later than January 31, 2016, to remove the sales trailer from the Property. The Property will be improved in accordance with the site plan approved by the Town Commission.
5. This Agreement may be enforced by either party, and in such case, the prevailing party shall be entitled to recover its attorney fees and costs.

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

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

James Dubois, Mayor

Earl D. Stewart, Manager/Member

RESOLUTION NO. 41-10-13

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

Certification
I, Vivian Meade, Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This SEVENTH day of October, 2013
Town Seal
TOWN OF LAKE PARK, FLORIDA
Town Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Applicant is also requesting an extension of the time specified in the previous development order to submit a complete site plan package which depicts the proposed expansion of the dealership to March 31, 2014.

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

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

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

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

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

- A. Permit Duration. The Applicant shall submit a site plan application for the subject property which meets all of the criteria required by the Town Code, together with the appropriate application fee on or before March 31, 2014.
- B. Office Trailer. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before March 31, 2014, the Applicant may continue to maintain the trailer for use as a used vehicles sales office until December 31, 2014.
- C. Storage of Vehicles. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before March 31, 2014, the Applicant may continue the use of the subject property for the storage of its vehicle inventory until December 31, 2014.
- D. This approval is subject to **the Applicant entering into an Agreement, attached hereto as Exhibit "A", which requires the Applicant to provide the Town with a Cashiers' check in the amount of \$ 30,000 within seven (7) business days of the effective date of this Resolution. The Applicant agrees that its failure to meet any of the conditions pertaining to the temporary use of its property on or before March 31, 2014, shall automatically entitle the Town to the \$ 30,000 in funds deposited by the Town into its PNC bank account.**
- E. Advertising. Earl Stewart Toyota shall only advertise their facility as being located in the Town of Lake Park. There shall be no advertisements that state or imply that Earl Stewart Toyota is located in North Palm Beach or Northern Palm Beach.

Section 3. This Resolution shall take effect upon adoption.

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

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

The Town Commission thereupon declared the foregoing Resolution NO. 41-10-13 duly passed and adopted this 16 day of October, 2013.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
 JAMES DUBOIS
 MAYOR

ATTEST:

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

Approved as to form and legal sufficiency:

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

Vivian Mendez Certification
 I, Vivian Mendez Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 17 day of October, 2013
 Town Seal
Vivian Mendez
 Town Clerk
 FLORIDA

EXHIBIT "A"

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

This Agreement to *Extend the Temporary Uses of Property Without Site Plan Approval* (Agreement) is entered into between the Town of Lake Park, Florida (Town), and the owner of certain real property, Commercial Investments LLC, aka Earl Stewart Toyota (Owner), this ^(13th) day of October, 2013.

WITNESSETH

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

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

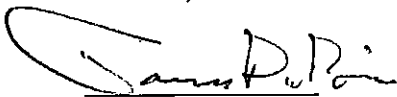
KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 121
(the Property)

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

NOW THEREFORE, the parties agree as follows:

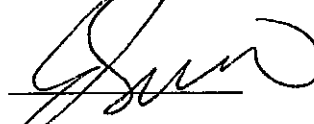
1. The persons signing this Agreement have the authority to enter into it and bind the respective parties to the terms contained herein.
2. Within seven calendar days following the effective date of Resolution 41-10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Fifty Thousand and no/100 Dollars (\$30,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.
3. If the Applicant fails to timely comply with any of the obligations of Resolution 41-10-2013, the Owner agrees that the Town shall be entitled to keep any and all remaining Funds.
4. In addition, the Owner shall have 30 days from either December 31, 2014 if a complete site plan application is submitted by March 31, 2014 or 30 days from March 31, 2014 if the site plan application is not submitted or deemed incomplete by the Community Development Department, to remove the sales trailer and the vehicles parked on the Property and sod throughout.
5. This Agreement may be enforced by either party, and in such case, the prevailing party shall be entitled to recover its attorney fees and costs.

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



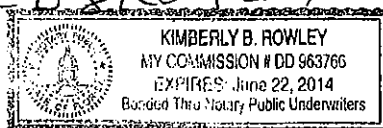
James Dubois, Mayor

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



Earl D. Stewart, Manager/Member

EARL D. STEWART II



Kimberly B. Rowley 10/23/13