



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, June 1, 2016,  
Immediately Following the  
CRA Board Meeting  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Anne Lynch</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

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

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

1. Regular Commission Meeting Minutes of May 18, 2016 Tab 1
2. Resolution No. 21-06-16 Authorizing the Mayor to Sign the Application for State Aid to Libraries Technology Grant Tab 2
3. Resolution No. 22-06-16 Authorizing and Directing the Mayor to Execute the Fifth Amendment to Amended and Restated Interlocal Agreement – Northlake Boulevard Task Force Tab 3

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

None

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

None

**H. BOARD MEMBERSHIP NOMINATION:**

4. Judith Thomas – Nominated for re-appointment to the Planning & Zoning Board as a Regular Member Tab 4

5. Lanae Barnes – Nominated for appointment to the Planning & Zoning Board as a Regular Member. Tab 5

**I. NEW BUSINESS:**

6. Setting the Dates for Budget Meetings that will Review and Establish the Fiscal Year 2016-2017 Budget Tab 6

7. Replacement of Vacuum Compressor Assembly on the Stormwater Utility Vacuum Truck by Sole Source Vendor Tab 7

8. Award of Contract to Wilson-Rowan Locksmith Co. for Procurement and Installation of New Key-level System for Town Hall with Three Electronic Locks Tab 8

9. Professional Services Contract for Stormwater ESU Update Tab 9

10. Revision of the Lake Park Harbor Marina Dockage Agreement Tab 10

11. Revision of the Lake Park Harbor Marina Transient Dockage Agreement Tab 11

12. County Interlocal Agreement One Cent Sales Tax Increase Tab 12

**J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**K. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, June 15, 2016**

# **Consent Agenda**

# TAB 1





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No.

Tab 1

Agenda Title: Regular Commission Meeting Minutes of May 18, 2016

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

Approved by Town Manager

Date:

5-23-16

*Vivian Mendez - Town Clerk*

Name/Title

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> Agenda meeting minutes Exhibits "A - B"
<b>Advertised:</b> 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>V.M.</i> <b>Please initial one.</b>

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of May 18, 2016.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, May 18, 2016, 6:30 PM,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Anne Lynch</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Staverline Julien

Tab 1

2. Proclamation Lieutenant Nicholas Vassalotti

Tab 2

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.**

3. Regular Commission Meeting Minutes of May 4, 2016 Tab 3
- F. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**  
None
- G. **PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**  
None
- H. **BOARD MEMBERSHIP NOMINATION:**
4. Guadalupe Lawrence – Nominated for re-appointment to the Library Board as a Regular Member Tab 4
5. Anthony “Tony” Bontrager – Nomination for appointment to the Planning & Zoning Board as a Regular Member Tab 5
- I. **NEW BUSINESS:**
6. Resolution No. 20-05-16 Authorizing the Town Manager to Sign the Request for Verification of An Exemption Application with DEP. Tab 6
7. Professional Landscape Architecture Services for a Site Evaluation and Summary Report of Current Conditions at Lake Shore and Kelsey Parks Tab 7
8. Town Manager Evaluation Tab 8
- J. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- K. **ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, June 1, 2016**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, May 18, 2016, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 18, 2016 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Anne Lynch and Michael O'Rourke, Town Manager John O. D'Agostino, 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**

**1. Proclamation Staverline Julien**

Mayor DuBois presented Ms. Julien with the proclamation. Ms. Julien was honored to receive the proclamation. She thanked Amy Natale, Library Assistant I for believing in her when she did not believe in herself and for being like a mother to her.

**2. Proclamation Lieutenant Nicholas Vassalotti**

Mayor DuBois presented Lt. Vassalotti with the proclamation. Lt. Vassalotti thanked the Commission, Town Manager, and staff for making his time with the Town of Lake Park a pleasure.

**PUBLIC COMMENT:**

1. Laura DiSarro, expressed concern with the condition of Park Avenue. She suggested creating incentives to draw businesses to Park Avenue. She suggested creating a committee to redevelop the area.
2. Katherine Waldron, announced that she was running for the Port of Palm Beach Council Seat 2. She explained her business background.
3. James Sullivan, expressed concern with the slow pace of the US 1 Mixed-Use Corridor project. He suggested that more trees be planted in Town.
4. Kathleen Rapoza, congratulated Commissioner O'Rourke on winning the Chili Cook-Off. She express gratitude for Lt. Vassalotti dedication and achievements for the Town.
5. Diane Bernhard asked that the Commission consider changing the zoning at the Lake Park Harbor Marina center parcel to limit development such as cell towers, trash compactors, and other commercial type development. She suggested that staff keep in mind the need for small vessel rental storage at the Marina.

**CONSENT AGENDA:**

**3. Regular Commission meeting minutes of May 4, 2016.**

**Motion: Commissioner O’Rourke moved to approve the consent agenda; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:**

None

**PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**

None

**BOARD MEMBERSHIP NOMINATION:**

**4. Guadalupe Lawrence – Nominated for re-appointment to the Library Board as a Regular Member.**

**Motion: Commissioner Flaherty nominated to re-appoint Guadalupe Lawrence to the Library Board; Commissioner O’Rourke seconded the motion.**

Vote on Motion:

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

Motion passed 5-0

**5. Anthony “Tony” Bontrager – Nomination for appointment to the Planning & Zoning Board as a Regular Member.**

**Motion: Mayor DuBois nominated to appoint Anthony “Tony” Bontrager to the Planning & Zoning Board; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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



Motion passed 5-0

Mayor DuBois thanked Ms. Lawrence and Mr. Bontrager for their willingness to volunteer on Town Boards.

**NEW BUSINESS:**

**6. Resolution No. 20-05-16 Authorizing the Town Manager to Sign the Request for Verification of An Exemption Application with DEP (Department of Environmental Protection).**

Town Manager D’Agostino explained the item (see Exhibit “A”).

**Motion: Commissioner O’Rourke moved to approve Resolution 20-05-16; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0

**7. Professional Landscape Architecture Services for a Site Evaluation and Summary Report of Current Conditions at Lake Shore and Kelsey Parks.**

Town Manager D’Agostino explained the item (see Exhibit “B”). Vice-Mayor Glas-Castro asked if staff could review the site plan and determine which plants were missing. Town Manager D’Agostino explained that staff could attempt to determine which plants were needed, but the Town does not have an expert on staff to recommend which plants should be planted. Vice-Mayor Glas-Castro asked if the contract would also include the preparation of a new landscape site plan with alternative species. Public Works Director Hunt explained that the consultant would prepare another site plan, which would provide a signed and seal plan that would be brought back before the Planning & Zoning Board and the Town Commission for adoption, since the plan would deviate from the original plan. He explained that it would help budget the correct amount for an engineer’s assessment. Vice-Mayor Glas-Castro stated that she was aware of the vegetation that was removed that caught Mr. Blakely’s attention. She asked how many other species are being identified; was it the same quantity. Public Works Director Hunt explained that the area adjacent to the seawall at Lake Shore Park has not had plantings in over six-years. He described other challenges staff had faced with the planting materials and trees, which resulted in the slow deterioration of valued engineer plants over the years. Town Manager D’Agostino explained that if the plans were put in place, every two-years an inventory of the plantings would be determined and recommendations would be made to the Commission through a similar process.

Commissioner O'Rourke asked if the site plan design would be changed as it pertains to the trees that block the view of the Intercostal. Public Works Director Hunt explained that the view should not be blocked and certain species would not be proposed. He stated that a professional arborist could review the matured trees and determine the best way to trim them. He explained that another benefit of the contract would be that a consultant would be available if problems arise with planted material. Commissioner O'Rourke asked if a continuing service contract were established and budgeted each year. Public Works Director Hunt explained that part of the proposal was cost accounting. Commissioner O'Rourke asked if this would be a one-time expense. Public Works Director Hunt explained that this particular proposal was a one-time expense. He stated that he would propose that a consultant be on board to help with issues that arise. Town Manager D'Agostino referred to the proposed fee schedule included (as part of Exhibit "A").

Commissioner Flaherty asked where was the vegetation was removed, which Mr. Blakely referred to in his email to the Commission and staff. Public Works Director Hunt explained that it was west of the seawall at Lake Shore Park. He stated that the material was very dense with undesirable elements hanging out in these areas, including camping out. Commissioner Flaherty asked if that had been the only area in the Park where material was removed. Public Works Director Hunt stated that other ground material had been removed because it was difficult to weed, was getting mold, and it was no longer doing well. Commissioner Flaherty asked if the irrigation works effectively along the seawall. Public Works Director Hunt stated that the irrigation was operational.

Mayor DuBois asked if Live Oak was approved several years ago. Public Works Director Hunt stated "yes". Mayor DuBois stated that the memorial Live Oak tree does not appear to be part of the original design. Public Works Director Hunt agreed that it did not appear to be part of the overall plant scheme. Mayor DuBois asked if the memorial tree could be moved rather than cut down. Public Works Director Hunt stated "most definitely". He explained that the space became available for that tree as a result of a hurricane.

**Motion: Commissioner Flaherty moved to approved the professional landscape architecture services contract with the Town's engineering consultant, Calvin Giordano & Associates; Commissioner Lynch seconded the motion.**

Commissioner O'Rourke expressed concern with the amount of the proposed contract. He stated that the Public Works staff had done a great job of maintaining the material at the Parks. He asked if some items from the proposal could be removed and place them in the next budget. He suggested not approving the proposal because the amount was too high. Mayor DuBois clarified that Commission O'Rourke was asking that Public Works do the plantings. Commission O'Rourke stated that the issue was not the plantings; the issue was the expense of an engineering landscape report that telling what the Town needed to do. He stated that Public Works could go into the Parks and tell the Commission was and was not working.

Mayor DuBois explained why this item was before the Commission for consideration. He stated that an email from Mr. Jeff Blakely prompted a meeting that included staff, which resulted in identifying that the Town did not have a landscape architect on staff who could identify each proper planting. Because of the meeting, a recommendation to hire an

expert was made. He explained that there would be a larger expense when the actual purchase of the planting material comes before the Commission. He explained that a recommendation was made to go through this process once a year and incorporate a replanting program.

Vice-Mayor Glas-Castro expressed concern that the proposal was too high and staff could determine which plantings were missing. Town Manager D’Agostino suggested that staff would review the proposal and determine what could be done and the item would come back with a revised plan.

Commissioner O’Rourke pointed out that a motion and second were on the floor. Mayor DuBois suggested that the item could be approved with a modification to the motion. He asked if the motion maker would consider modifying the motion to include that the Commission consider the proposal after further consideration from the Public Works staff.

Commissioner Flaherty did not modify the motion. He stated that a site inspection would still need to be performed by an expert. Vice-Mayor Glas-Castro stated that the \$5,000 estimate was too high.

Commissioner Lynch asked if staff had negotiated the proposed cost. Mayor DuBois explained that the Town engineer, Calvin Giordano & Associates, Inc. provided the cost estimate. Public Works Director Hunt explained that the amount was from the consultant not a joint effort. He explained that staff did not propose to be involved with the study.

Vote on Motion:

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

Motion failed 2-3.

**Motion: Commissioner O’Rourke moved to reconsider the amount of the proposal and would approve the proposal after further consideration of the amount; Commissioner Lynch seconded the motion.**

Mayor DuBois recapped that the intent was to figure out what Public Works could do to trim the cost of the \$11,000.

Vote on Motion:

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



Motion passed 5-0.

## **8. Town Manager Evaluation**

Mayor DuBois explained that he gave the Town Manager a score of five on just about everything because he felt that he was a great Town Manager. The Town Manger has exceeded his expectation by improving his ability to learn names, and places, which is amazing for a person that has been in Florida for one-year.

Vice-Mayor Glas-Castro explained the Town Managers energy was refreshing; his personal interest in the Town has been needed. She felt that he would move the Town forward and revitalize the Town in areas where it has been stagnant. Communication with residents and business still needs improvement, but he has acknowledges that and was working on it. He has collaborated with other organizations and municipalities so that the Town was not doing things alone. She felt he was being effective and she looked forwarded to the next year.

Commissioner O'Rourke thanked the Town Manager for the work he does, in particular, he appreciates how he has come down to the Town and made it his Town. He appreciated that the Town Manager made himself available to discuss topics that have come his way. He appreciates his dedication to the Town. He would like to see a long-term contract between the Town and the Town Manager because of the confidence he has in the Town Manager.

Mayor DuBois asked if there was a provision in the Town Code where the Town could enter into a firm multi-year contract. Town Attorney Baird stated that there are no prohibitions in the Town Code for multi-year contracts. Mayor DuBois asked if the Town could enter into a five-year contract with the Town Manager. Town Attorney Baird stated that if the Commission chooses to do so it may.

Commissioner Flaherty stated that he submitted his evaluation of the Town Manger earlier in the day. He gave the Town Manager a score of five in several areas and even a few five-pluses. He gave the Town Manger a score of five for managing stress and for his effectiveness of managing how the Commission pulls him in different directions. He stated that last year's evaluation was different because he had not witnessed his ability. He stated that it has been a pleasure working with him.

Commissioner Lynch explained that she did not evaluation the Town Manger because she had not been a Commissioner long enough to properly evaluate him. She stated that she was appreciative of how he has assisted her in the transition. She agreed with the other Commissioners that the Town Manager has made this Town his Town and his enthusiasm was terrific. She looks forward to working with him.

Town Manager D'Agostino appreciated everyone's comments and support. He stated that the Town could not move forward without everyone working collectively. He loved the Town, was willing to make a long-term commitment to the Town, and wanted to make it the very best Town that he could. He stated that he has some of the best-dedicated staff that anyone could have working in this situation. He views his role as an orchestration of

making sure that staff was doing what needs to be done to better this community. A resident asked him during his interview if he was a gardener, and although he was not a gardener he was a cultivator of talent and looks forward to the next two to three years in this community.

Commissioner O'Rourke asked when the Town Managers contract would be up for renewal. Town Manager D'Agostino stated that his contract sunset on May 1, 2016. Commissioner O'Rourke asked the Commission to bring a contract forward for consideration for a longer term than one-year. He suggested that the contract be for three to five years to establish a commitment.

Mayor DuBois explained that the contract were limited to a one-year term so that the Commission had the ability during the probation period to review the contract and the performance.

Commissioner O'Rourke stated that he likes the one-year process so that they could evaluate the Town Manager. Mayor DuBois would support a long-term contract. Town Attorney Baird stated that he would bring an amendment to the Town Managers contract that would provide a three-year term, a 120-day provision pertaining to the termination of the term, and an annual evaluation. Mayor DuBois suggested that the contract be extended to five-years. Commissioner O'Rourke expressed concern that every three-years there was an election and the new sitting Commission may not support the manager. Mayor DuBois stated that the new Commission would need to work with the Town Manager and work through any challenges. Commissioner Lynch pointed out that the manager would still be evaluated yearly. The process would give the Commission and Town Manger an ability to make changes if necessary.

Mayor DuBois asked if the Commission could take action tonight. Town Attorney Baird stated that a contract should be before the Commission before they took action. The Commission gave consensus to have the Town Attorney draft an addendum to the Town Manager contract, which would include a five-year term, 120 notice and an annual evaluation. Town Manager D'Agostino thanked the Commission.

#### **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Attorney Baird** congratulated the Town Manager. He added that it has been a pleasure and was refreshing working with the Town Manager. He appreciated his unique perspective.

He recapped that during the last meeting the Commission authorized the Mayor to send a letter to State Attorney David Aronberg requesting that he be included as a member of the task force. He explained that the Town of Jupiter made the same recommendation. The President of the Municipal League also suggested that the Commission send a letter to the Municipal League so that the League could support him. He suggested that the Commission authorize the Mayor to send a letter to the Municipal League recommending the selection of the Town of Lake Park Town Attorney to participate in that task force. He explained that it was important to have a municipal attorney on that task force and

that it not be heavy with prosecutors because they deal with a different element of the law than what Lake Park has to deal with.

Mayor DuBois asked if the Palm Beach County League of Cities had discussed this topic during their meeting today. Vice-Mayor Glas-Castro explained that today’s meeting was a Gala so it was not discussed.

**Motion: Commissioner Flaherty moved to authorize the Mayor to sign a letter requesting that Town Attorney Thomas Baird be selected to participate in the Municipal League Task Force; Commissioner O’Rourke seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird explained that he would be on vacation the week of May 23-27, 2016 and would remain available if needed.

**Town Manager D’Agostino** explained that the Tennis Professional bid would be put on the street soon. He explained that a license agreement would be incorporated into the agreement, which would mean the Tennis Professional would pay the Town on a schedule. He stated that included in the contract would state how the courts would be managed, the approach for tennis, how they manage tennis, and being available a certain amount of hours per week. He explained that the difficult part was how much weight the license fee they would pay the Town (20 %, etc.). He asked how important was the fee to the Commission, a percentage score because he was not aware how the tennis community would react to a fee. He explained that the current process does not account very well, but he does not want to turn people away.

Commissioner O’Rourke explained that a set rent fee had been established with prior Tennis Professionals. He suggested that youth programs be included in the contract. Mayor DuBois suggested that the license contract include a scale fee. Commissioner O’Rourke suggested a seasonal adjustment rate. Vice-Mayor Glas-Castro wants to make sure that the residents could still play free on certain courts. Town Manager D’Agostino explained that the Kelsey Park courts would remain open to the public.

Town Manager D’Agostino explained that staff had worked hard on a CRA Market Analysis but received a poor response to the bid. He explained that meetings were held to discuss what millennial groups would interest them to the CRA and Park Avenue. He explained that the response received would help the CRA create a unique and important market approach to the CRA, Park Avenue, and US 1. He explained that in Palm Beach County only a handful of communities had definable downtowns. He stated that Mr. Richard Penski would work with the CRA to develop a market plan for the CRA, Park

Avenue, and US 1. Individual meetings with the Commission would be scheduled to discuss further. He explained that they would be encouraging property owner to redevelop on a parcel-by-parcel basis. He explained that they look to have a microbrewery in the downtown area, which would draw on the various restaurants that are currently on Park Avenue and those that would relocate. He explained that in addition to this process, they are looking for partnerships with the Northern Palm Beach County Chamber of Commerce, the Legislative Delegation and others in the business community.

He explained that the strategy would be to phase in the mixed-use corridor. He stated that staff has articulated a strong and focused vision for the eastside of US 1. He explained that what staff did not know during those workshops was that the US 1 corridor plans, received from the State, included an area on the west side with a higher density than what the Town maps were showing. He explained that additional workshops would be scheduled to discuss the west side of US 1 with residents through 2<sup>nd</sup> Street. He explained that the project would not be delayed, it would be brought forward in phases, but the delay would occur on the west side. The workshops would be held in the same manner as they were done previously with the Planning & Zoning Board.

Mayor DuBois stated that eight or nine years ago the P&Z board proposed to the Commission that the Future Land Use Map increase density to ½ of the block so that the lots on US1 would extend back ½ to 2<sup>nd</sup> Street. He continued to explain that the remainder of the block would slope down from a higher building to a two or three story town house. Town Manager D'Agostino explained that they would proceed with workshops and explaining to the residents and business owners and phase in the processes. Commissioner Rourke asked for clarification on what was being phased into three projects, the Marina, east residential/west side. Town Manager D'Agostino explained that the phasing would include the Marina and the east residential side; the west side would be done separately. Commissioner O'Rourke asked that the Transfer Development Rights (TDR) be considered of those historical properties as phase I. Town Manager D'Agostino stated that they were very excited to do so and the TDR's would be part of phase I.

Town Manager D'Agostino explained that staff would be participating in an emergency operations exercise tomorrow. He explained that the exercise debriefing would be shared with the Commission. He explained that all senior staff, Palm Beach County Sheriff's Office, and Palm Beach County Fire Rescue would participate.

He honored Lt. Vassolitti and introduced Lt. Thomas Gendreau to the Commission. Lt. Gendreau gave a brief history of his law enforcement career, which began in the Town of Lake Park. He was honored to be back.

**Commissioner Lynch** announced that the Friends of the Library would be sponsoring Mr. Frank Cerabino a reporter with the Palm Beach Post at the Library on June 8, 2016 at 7:00 p.m. She explained that flyers would be distributed regarding the event. The Friends of the Library would be sponsoring a speaker each month starting with Mr. Cerabino.

**Commissioner Flaherty** thanked Public Works for patching the pothole on 10<sup>th</sup> Street.

**Commissioner O'Rourke** thanked Ms. Laura DiSarro for expressing her views. He asked that she consider volunteering for one of the Town Boards.

He stated that in his opinion the Special Events Director position closed too quickly. He suggested that when a senior position were available that 10-days was not an appropriate amount of time for the Town to get the word out to those that are qualified for the positions. He asked that the Town Manager get a better process so that when the word spreads about an opening qualified candidates are not excluded from the process. He understood that the process was on-line advertising for the position. He felt that a more appropriate way to put the word out so that other municipalities that had staff that are qualified could be notified of the position. Town Manager D'Agostino would bring the policy back for consideration.

Commissioner O'Rourke was not clear to what position was advertised. Town Manager D'Agostino explained that there were two job descriptions that were approved by the Commission. In lieu of hiring a full-time Parks & Recreation Director staff would create a recreation program person using the funds that are currently in that budget to go towards the Special Events Directors salary. Commissioner O'Rourke was not sure what the parameters of the position were and could not answer questions from the City of Delray Beach. Human Resources Director Bambi Turner explained that the Commission approved two-job description for the Special Events Director and Recreation Supervisor position. She explained that the Recreation Supervisor position was an existing position, which was revised to include that the position would report to the Special Events Director and not a Recreation Director. She stated that the position was not advertised because that position would be placed on the next budget. She continued by explaining the recruitment process, which consisted the language in the Town Employee Handbook. She explained that job postings are internally advertised for 10 workdays and 14 business days for external advertisements. The Employee Handbook does stated that outside job announcements are listed in local newspapers, radio stations, educational institutions and any other appropriate sources that could reach a comprehensive and diverse cross section of available job market. She explained that it would include all the on-line job sources, professional sources, and the Town website. She explained that applications were received and being vetted. Town Manager D'Agostino explained that 25 application were received and about 15 meet the minimum requirements for the position. He explained that if staff does not feel that a person were a good fit for the position then the position was reposted. He stated that the final decision regarding hiring a person was done collectively. He stated that the process was costly, but he would not fill a position with a warm body; only the most qualified, competent, capable individuals are hired.

**Vice-Mayor Glas-Castro** stated that the Town Manager sent an email earlier in the day announcing that one of the Planning & Zoning Board members had resigned. He encouraged the Commission to seek volunteers. She announced that a board application was forwarded to the Town Clerk and if appropriate, she would nominate Ms. Lanae Barnes to the Planning & Zoning Board. She explained that when she reviewed tonight's agenda she was concerned that the meeting would not last very long. She encouraged that when there are short agendas that it be combined with workshops discussion or more opportunity for dialog with residents and business or suggested having one meeting a

month and consolidate all the agenda items into a single agenda. She suggested reserving the second meeting of the month during budget time and having a second meeting when necessary. She explained that the Commission was more effective when there were more agenda items to review and over deliberation occurs instead. She stated that it would release staff from preparing agenda items and staff reports and allow them to conduct studies and evaluations.

Commissioner O'Rourke had one more item to bring to Lt. Gendreau attention; residents raised concerns with people congregating in the downtown area. One suggested had been to remove the benches on Park Avenue. He stated that a business owner expressed concern about the aggressive panhandling on Park Avenue.

**Mayor DuBois** announced the Northern County Intergovernmental meeting was scheduled for Monday, May 23, 2016 at 9:30 a.m. at the Juno Beach Town Hall. He announced that the Haitian Flag Day event was held on Saturday, May 14, 2016, which was well attended. He announced that the Memorial Day proceeding would be Monday, May 30, 2016 at 11:00 a.m. in Kelsey Park. He was made aware that the former K-Mart plaza has panhandlers.

He explained to Ms. DiSarro that the Town has a Community Redevelopment Agency (CRA), which developed a CRA Master Plan. He explained the function of the Board and the budget funds. He explained the market initiatives that helped to grow the CRA and the landscape plan to Park Avenue. He thanked Ms. DiSarro for her interest in the Town and explained where the Commissioners emails could be found.

Mayor DuBois asked what occurred at the Northlake Boulevard Task Force (NBTF) meeting. Vice-Mayor Glas-Castro explained that the NBTF agreed to extend the Interlocal Agreement for five-years. The Interlocal Agreement would be forthcoming for the Commission to consider. She explained that Sharon Merchant spoke at the meeting about the Department of Transportation PD&E Study and how it would impact the businesses along Northlake Blvd. Ms. Merchant discuss some of the concerns with the designs, limited access, and visibility to the existing businesses on Northlake. Town Manager D'Agostino explained that there are proposed developments along Northlake Blvd in Palm Beach Gardens where 34,000 homes are proposed to be built over a period of five-years. Mayor DuBois stated that he responded to Ms. Merchants emails.

He announced that the Sunset celebration would be held on Friday, May 27, 2016 at the Marina from 6:00 p.m. - 9:00 p.m. He stated that the organizer of the Chili Cook-Off, Robert Trepp, had received the Florida State International Cook-Off award, which means he would continue to hold the Chili Cook-Off's in Lake Park.

He announced that the Brew House Gallery anniversary was Saturday, May 14, 2016. Commissioner Lynch explained that the Brew House Gallery collaborated with the Lake Park Library's Vanishing Florida event. She thanked Brew House Gallery owner Jo Brockman.

Mayor DuBois welcomed Lt. Gendreau back to the Town.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Lynch and seconded by Commissioner O'Rourke, and by unanimous vote, the meeting adjourned at 8:48 p.m.

\_\_\_\_\_  
Mayor James DuBois

\_\_\_\_\_  
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2016



Town of Lake Park Town Commission

Exhibit "A"

Agenda Request Form

Meeting Date: May 18, 2016

Agenda Item No. Tab 6

Agenda Title: Resolution Authorizing the Town Manager to Sign the Request for Verification of An Exemption Application with DEP.

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

Approved by Town Manager [Signature] Date: 5-9-16

John O. D'Agostino, Town Manager

Name/Title

Table with 3 columns: Originating Department, Costs, Attachments, Advertised, and notification details.

Summary Explanation/Background: The Town of Lake Park Harbor Marina must seek a determination from the Department of Environmental Protection a "de minimis" exemption...



Harbor Marina is seeking a "de minimis" exemption from the Regional DEP Office in West Palm Beach.

The Request is to have the Town Manager sign the Request for Verification of an Exemption application.

**Recommended Motion:** Move to allow the Town Manager to sign and submit to DEP the Application Requesting a Verification of an Exemption.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 18, 2016

Agenda Item No. Tab 7

**Agenda Title: Professional Landscape Architecture Services for a Site Evaluation and Summary Report of Current Conditions at Lake Shore and Kelsey Parks**

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

Approved by Town Manager *J.R. Gifford* Date: 5-3-16

*David Hunt*  
David Hunt / Public Works Director

<b>Originating Department:</b>  Public Works	Costs: \$11,200.00 Funding Source: General Fund, Public Works Grounds Maintenance Division Acct. #406-31000 <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	<b>Attachments:</b> -Town Engineering Consultant's Professional Services Proposal -Lake Shore Park Landscape Site Plan -Kelsey Park Landscape Site Plan
<b>Advertised:</b> 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 <b>Not applicable in this case</b> <u><i>gjh</i></u> Please initial one.

**Summary Explanation/Background:** The landscape designs for Kelsey and Lake Shore Parks were created in 1999 and 2007 respectively. Over time, due to various environmental conditions such as aging, disease, and insects some of the plant stock has deteriorated and has been removed. Budget constraints have limited one for one replacements leading to park conditions that do not resemble the original design. Town codes require that all commercial sites remain true to their submitted and approved site plans.

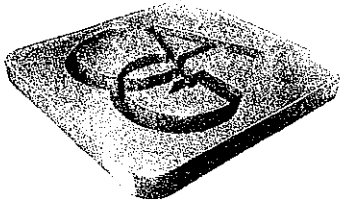
A survey of current conditions by a professional landscape architect, taking into account the problems that the maintenance staff regularly runs into, will lead to a summary report that includes the following:

- A summary of existing conditions with a list of missing materials (including quantities). Recommendations for re-sets (taking into account historic maintenance problems with the original design). A list of materials that have been substituted for original materials. The development of a cost estimate for bringing parks back to their original design, incorporating equivalent alternatives more conducive to site conditions and maintenance capabilities while avoiding 'value engineering'.
- A determination as to whether or not the site plans have significantly strayed from the originals and if suggested changes will require approval from the Town's Planning and Zoning Board and Commission.

The summary report will also include cost estimates for the replacement of missing materials. These estimates will be used in the preparation of the Fiscal Year 2017 Budget.

The funds in the amount of \$11,200.00 for this professional services project have not been budgeted. The costs will be accounted for during the mid-year budget adjustment process.

**Recommended Motion: I move to approve the Professional Landscape Architecture Services contract with the Town's Engineering Consultant, Calvin Giordano & Associates, for the evaluation and summary report of the site conditions at Kelsey and Lake Shore Parks.**



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS™

## Additional Services Agreement

**DATE:** April 12, 2016  
**RE:** Town of Lake Park Kelsey and Lake Shore Park Evaluations  
**CLIENT:** Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
**ATTENTION:** Mr. Dave Hunt  
**CGA NO.:** 15-2748.12

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

### I. Professional Landscape Architecture Services

A. Based upon the comments the Town received from Lake Shore and Kelsey Park's Landscape Architect of Record, CGA shall provide the following professional services:

1. A site inspection of Lake Shore and Kelsey Parks comparing existing vegetation with the respective 2007 and 1999 site plans.
2. A red line markup of the site plans indicating areas of substantial deviation from the original design. An existing conditions plan will be developed utilizing this information.
3. A site meeting with Town staff, including the Grounds Maintenance Foreman, to discuss maintenance issues that may have contributed to modifications of the original plans.

B. A summary of the findings shall be prepared which includes the following:

Building Code Services  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
and Inspection  
Construction Services  
Contract Government  
Data Technologies  
and Development  
Emergency Management  
Services  
Engineering  
Environmental Services  
Facilities Management  
Indoor Air Quality  
Landscape Architecture  
Municipal Engineering  
Planning  
Public Administration  
Redevelopment  
and Urban Design  
Surveying and Mapping  
Traffic Engineering  
Transportation Planning

*GSA Contract Holder*

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)

1. A summary of existing conditions with a list of missing materials (including quantities). Recommendations for re-sets (taking into account historic maintenance problems with the original design). A list of materials that have been substituted for original materials. The development of a cost estimate for bringing the parks back to their original design, incorporating equivalent alternatives more conducive to site conditions and maintenance capabilities while avoiding 'value engineering'.
  
2. A determination as to whether or not the site plans have significantly strayed from the originals and if suggested changes will require approval from the Town's Planning and Zoning Board and Commission.
  - A proposal for the outlined services.
  
  - A proposal for semi-annual site inspections that will include a report on current conditions and recommendations for proactive treatments.

<b>COST OF THESE SERVICES (Lump Sum )</b>		
<b>I</b>	<b>Professional Landscape Architecture Services</b>	<b>\$11,200.00</b>
<b>II</b>	<b>Meetings not included in I thru I</b>	<b>Hourly</b>
<b>TOTAL (Plus Hourly Services)</b>		<b>\$11,200.00</b>

**AUTHORIZATION**

**Kindly sign and return this authorization at your earliest convenience.  
Calvin, Giordano & Associates, Inc.  
will proceed upon receipt of authorization..**

By: \_\_\_\_\_

Mr. Dave Hunt  
Public Works Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Shelley Eichner, AICP  
Senior Vice President

Date: \_\_\_\_\_

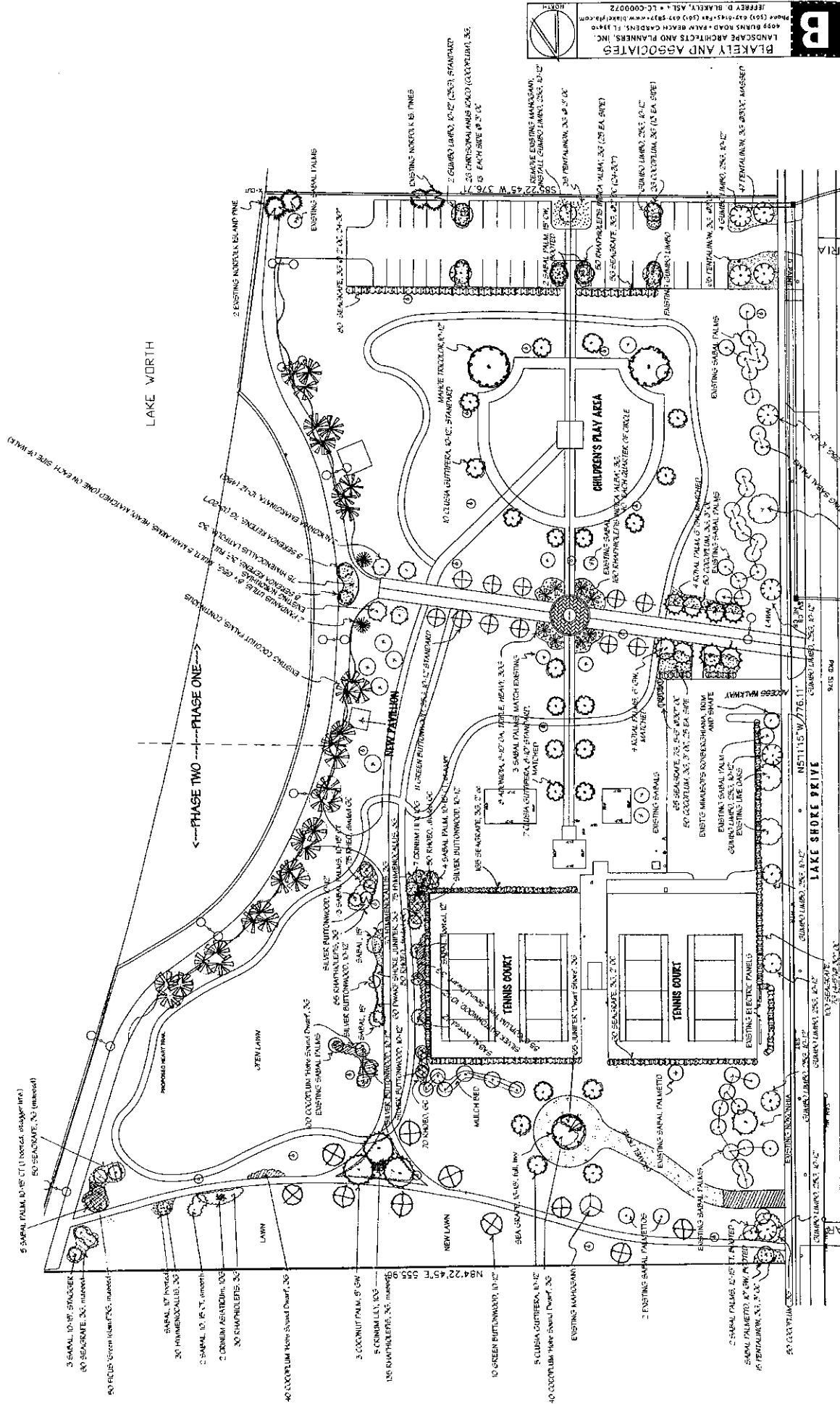
## PROPOSED SCHEDULE OF FEES

### I. Professional Landscape Architecture Services

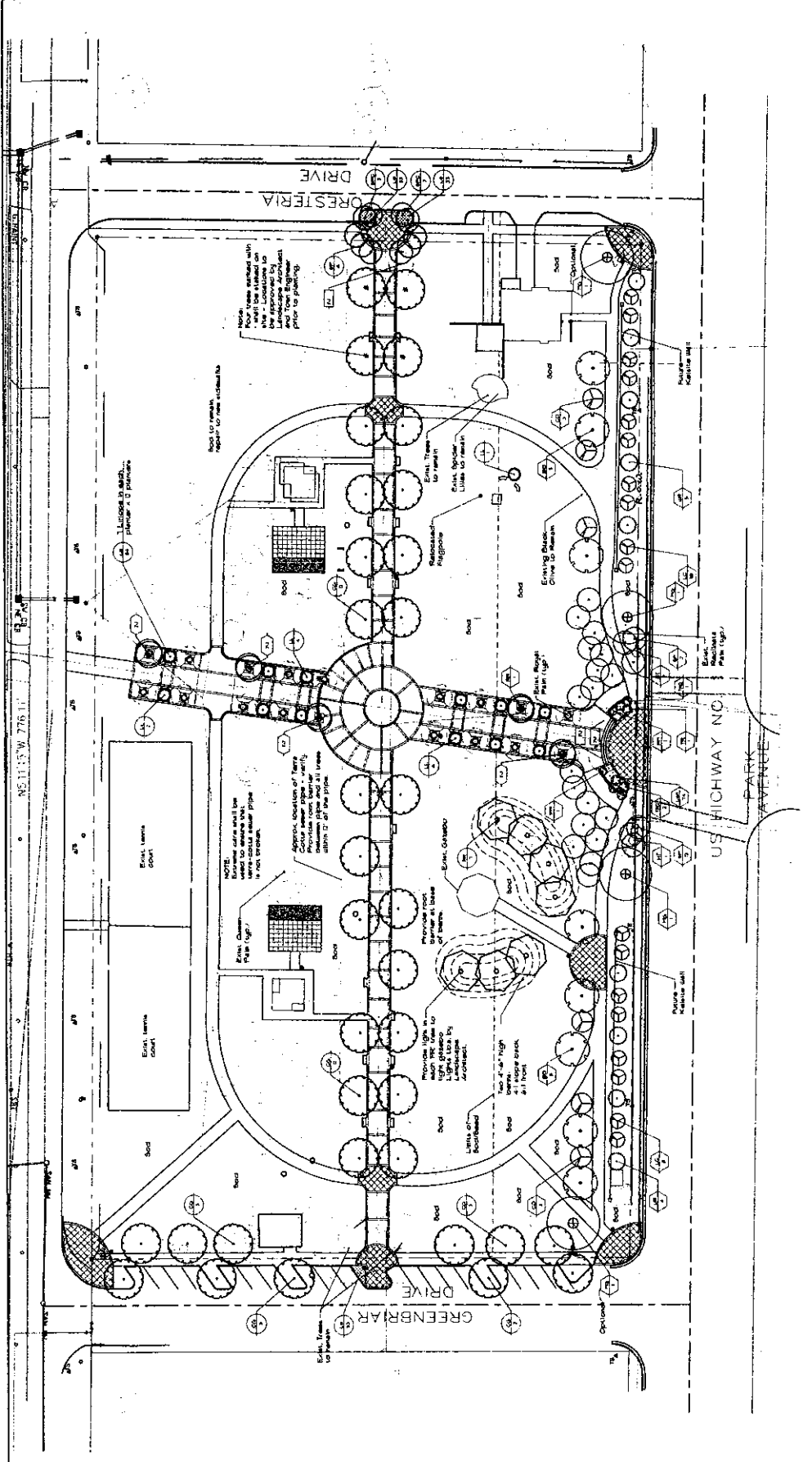
A site inspection of Lake Shore and Kelsey Parks comparing existing vegetation with the respective 2007 and 1999 site plans. An existing conditions plan will be developed from this site inspection.	\$1,600.00
A red line markup of the site plans indicating areas of substantial deviation from the original design. A list of missing materials (including quantities) shall be developed.	\$3,880.00
A site meeting with Town staff, including the Grounds Maintenance Foreman, to discuss maintenance issues that may have contributed to modifications of the original plans. Anticipated to be a four hour meeting.	\$660.00
Recommendations for re-sets (taking into account historic maintenance problems with the original design) Utilizing the list of missing materials above a cost estimate shall be developed. A list of materials that have been substituted for the original materials shall also be included.	4,600.00
A determination as to whether or not the site plans have significantly strayed from the originals and if suggested changes will require approval from the Town's Planning and Zoning Board and Commission. Note that this scope includes the development of a Power Point Presentation	\$460.00
<b>Total</b>	<b>\$11,200.00</b>

*Upon completing the scope above, Additional Services shall include the following:*

A proposal for the outlined services based upon addressing the findings above	\$0
A proposal for semi-annual site inspections that will include a report on current conditions and recommendations for proactive treatments.	\$0
A proposal for CGA to incorporate a landscape design into an area of Kelsey Park that is slated for the construction of a new restroom building. This design shall utilize the landscaping pallet that was originally specified. This design will mirror the existing materials for placement around the new structure. Possibly use the new construction as an opportunity to address lost plant stock in the form of an 'equivalent alternative'.	\$0



NOTE: WHEN TREES ARE LOCATED WITHIN GRASS AREAS, PROVIDE MAIL 4" CIRCLE GUERCHAMERENCES OF OPEN MULCHED AREAS TO PROVIDE PROTECTION FROM MECHANICAL DAMAGE. ALL NEW LAWN AREAS TO BE INSTALLED IN THE FIELD. LAWN TO BE STENOCLAPENA SEEDING/PLANTING.



**Beautiful Palm Beaches Grant Plant List**

ID	SYMBOL	QUANTITY	DESCRIPTION	SIZE	PRICE	TOTAL
001	(Symbol)	10	10' PALM TREE	10'	\$100	\$1,000
002	(Symbol)	20	20' PALM TREE	20'	\$200	\$4,000
003	(Symbol)	30	30' PALM TREE	30'	\$300	\$9,000
004	(Symbol)	40	40' PALM TREE	40'	\$400	\$16,000
005	(Symbol)	50	50' PALM TREE	50'	\$500	\$25,000
006	(Symbol)	60	60' PALM TREE	60'	\$600	\$36,000
007	(Symbol)	70	70' PALM TREE	70'	\$700	\$49,000
008	(Symbol)	80	80' PALM TREE	80'	\$800	\$64,000
009	(Symbol)	90	90' PALM TREE	90'	\$900	\$81,000
010	(Symbol)	100	100' PALM TREE	100'	\$1,000	\$100,000

**Kelsey Park FRDAP Grant Plant List**

ID	SYMBOL	QUANTITY	DESCRIPTION	SIZE	PRICE	TOTAL
011	(Symbol)	10	10' PALM TREE	10'	\$100	\$1,000
012	(Symbol)	20	20' PALM TREE	20'	\$200	\$4,000
013	(Symbol)	30	30' PALM TREE	30'	\$300	\$9,000
014	(Symbol)	40	40' PALM TREE	40'	\$400	\$16,000
015	(Symbol)	50	50' PALM TREE	50'	\$500	\$25,000
016	(Symbol)	60	60' PALM TREE	60'	\$600	\$36,000
017	(Symbol)	70	70' PALM TREE	70'	\$700	\$49,000
018	(Symbol)	80	80' PALM TREE	80'	\$800	\$64,000
019	(Symbol)	90	90' PALM TREE	90'	\$900	\$81,000
020	(Symbol)	100	100' PALM TREE	100'	\$1,000	\$100,000

**Kelsey Park Plant List**

ID	SYMBOL	QUANTITY	DESCRIPTION	SIZE	PRICE	TOTAL
021	(Symbol)	10	10' PALM TREE	10'	\$100	\$1,000
022	(Symbol)	20	20' PALM TREE	20'	\$200	\$4,000
023	(Symbol)	30	30' PALM TREE	30'	\$300	\$9,000
024	(Symbol)	40	40' PALM TREE	40'	\$400	\$16,000
025	(Symbol)	50	50' PALM TREE	50'	\$500	\$25,000
026	(Symbol)	60	60' PALM TREE	60'	\$600	\$36,000
027	(Symbol)	70	70' PALM TREE	70'	\$700	\$49,000
028	(Symbol)	80	80' PALM TREE	80'	\$800	\$64,000
029	(Symbol)	90	90' PALM TREE	90'	\$900	\$81,000
030	(Symbol)	100	100' PALM TREE	100'	\$1,000	\$100,000

**Beautiful Palm Beaches Grant Plant List**

ID	SYMBOL	QUANTITY	DESCRIPTION	SIZE	PRICE	TOTAL
031	(Symbol)	10	10' PALM TREE	10'	\$100	\$1,000
032	(Symbol)	20	20' PALM TREE	20'	\$200	\$4,000
033	(Symbol)	30	30' PALM TREE	30'	\$300	\$9,000
034	(Symbol)	40	40' PALM TREE	40'	\$400	\$16,000
035	(Symbol)	50	50' PALM TREE	50'	\$500	\$25,000
036	(Symbol)	60	60' PALM TREE	60'	\$600	\$36,000
037	(Symbol)	70	70' PALM TREE	70'	\$700	\$49,000
038	(Symbol)	80	80' PALM TREE	80'	\$800	\$64,000
039	(Symbol)	90	90' PALM TREE	90'	\$900	\$81,000
040	(Symbol)	100	100' PALM TREE	100'	\$1,000	\$100,000



# TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. *Tab 2*

Agenda Title: Authorizing the Mayor to Sign the Application for State Aid to Libraries Technology Grant

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

Approved by Town Manager *[Signature]* Date: 5-17, 2016  
 \_\_\_\_\_  
 Karen Mahnk, Library Director  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">LIBRARY</p>	Costs: \$ 15,000. Funding Source: In-Kind Acct. # <u>001-334.700</u> <input checked="" type="checkbox"/> Finance <u><i>BR</i></u>	<b>Attachments:</b> - Resolution No. - Grant Application - Certification forms Exhibit "A"
<b>Advertised:</b> 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 ____  <b>Please initial one.</b>

**Summary Explanation/Background:** Each year, the State Division of Library Services provides some level of support for Libraries throughout the State to help them operate for the citizens of Florida. An application form is required to apply for these funds. The Library is seeking to fund a RFID Barcoding and Security Gates Conversion project. An in-kind match of at least one third is required to receive this funding. This Agenda item will authorize the Mayor to execute the Grant Application.

**Recommended Motion:** I move to approve Resolution No.

**RESOLUTION NO. 21-06-16**

**A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING SUBMISSION OF AN APPLICATION REQUESTING LIBRARY TECHNOLOGY GRANT(LSTA) FUNDING FOR LIBRARY RFID PROJECT AND PROVIDING REQUIRED ASSURANCES**

**WHEREAS**, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

**WHEREAS**, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the Technology Grant(LSTA) application and make the following certifications provided herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;**

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.

- Section 8. The Town of Lake Park Public Library will provide free library services.
- Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.
- Section 10. The Town of Lake Park Public Library will continue to be operated at a minimum of forty (40) hours per week.
- Section 11. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the Library Technology (LSTA) Grant funding.
- Section 12. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_,  
who moved its adoption. The motion was seconded by \_\_\_\_\_,  
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 ANNE LYNCH	_____	_____
COMMISSIONER MICHAEL O'ROURKE	_____	_____

The Town Commission thereupon declared the foregoing Resolution NO. 21-06-16  
duly passed and adopted this 1 day of June, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
JAMES DUBOIS  
MAYOR

ATTEST:

\_\_\_\_\_  
VIVIAN MENDEZ  
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY

**Florida Department of State, Division of Library and Information Services**

**LSTA APPLICATION**

**Fiscal Year 2016**

**Applicant: Lake Park Public Library**

**Project Name: The RFID Barcoding and Conversion project**

**LSTA Funds Requested: \$45,000.**

**Number of persons to be served by the project:**

**14,000**

**Applicant Information**

**Applicant Name  
Lake Park Public Library, Town of Lake Park**

**Applicant Mailing  
Address 529 Park Ave**

**Phone (561) 881-3330 Fax**

**Applicant Director Karen Mahnk**

**Applicant Director Phone 561 881-3330 Applicant Director Fax**

**Applicant Library Type Public Applicant DUNS Number**

**Project Manager Karen Mahnk**

**Lake Park Public Library**

**LPCSU**

**Project Manager Phone 561 881-3330 Project Manager Fax**

**Project Manager E-mail: kmahnk@lakeparkflorida.gov**

**Public Library has implemented an Internet Safety Education Program?**

Yes      No      Not Applicable

**If the library is a Rural Economic Development Initiative eligible community in compliance with Section 288.06561, Florida Statutes and wishes to request a waiver of the matching requirements, click yes below.**

Yes      No

**Project Information**

**Priority**

**of**

**Targeted user group(s)**

- Pre-school children
- Children (Persons age 11 and under)
- Young adults and teens (Persons ages 12-18)
- Adults
- Institutionalized persons
- Non/limited English speaking persons

**Lake Park Public Library**

**LPCSU**

People with special needs

Rural populations

Seniors

Urban populations

Statewide public

Library staff and volunteers

**Project Service Area**

**Town of Lake Park Boundaries**

**Project Summary**

**The RFID Barcoding and Conversion project**

**Scope of Work**

**Gates will be installed at each entrance. RFID tags will be added to each book, audio, video item in collection. Current bar code system will be converted to RFID. A self check unit will be installed. Public will receive introduction to the new system.**



**Lake Park Public Library****LPCSU****Introduction**

**1. Where is the applicant located geographically? The Lake Park Public Library is located in the Town of Lake Park which is located in Palm Beach County and is bounded on the east by the Atlantic Inter-coastal waterway; west by the city of West Palm Beach; south by the city of Riviera Beach and north by the Village of North Palm Beach.**

**2. How many staff members does the applicant have?**

**Five**

**3. How many service outlets does the applicant have?**

**One**

**4. How many registered borrowers does the applicant have, if applicable?**

**13,592**

**5. What is the governance of the applicant?**

**The Library is a department of the Town and as so the Town Commission is the Library's governing body. The Town Manager is the Administrative Head to whom the Library reports to.**

**6. What is the total budget of the applicant?**

**\$257,158.**

**7. Provide any additional information about the applicant to set the context for the project. This response is optional.**

**[ ] Not Applicable**

## **Lake Park Public Library**

### **LPCSU**

**The Library has no security system to prevent books from leaving the library unchecked other than several cameras in general areas. The loss rate is above fourteen percent and the lack of an efficient inventory control makes it difficult for staff and patrons to locate books and other material in the catalog. The current system of checkout by way of scanning bar codes is outdated and not user-friendly for patrons. There is a significant error rate in checking books under the current system. Patrons welcome a new mode of learning about Library activities that would be interactive to allow them to view current and future activities well as register for desired activities and events while checking out books. In surveys, one of the most frequent requests were that the library enhance security to prevent book thefts and upgrade our circulation process.**

**By upgrading our security with the addition of RF tagging of cataloged items and installing associated detectors at each entrance, we lower our loss rate and make our Library more accessible to our patrons as well as preserve the value of our collection. The navigation to RF tagging will also open the opportunity for the library to expand to additional functions as this technology progresses.**

### **Need**

**Size of the target population. 14000**

**1. Who is the target population?**

**Library users including Library cardholders**

**2. What are the unmet needs of the target population?**

**Lake Park Public Library**

**LPCSU**

**An efficient method by which to control and reduce loss by theft as well as improve inventory management in order make the Library's collection more accessible to patrons.**

**3. Describe how the target population's needs are not being met by the library or other community services.**

**There is no security system by which to detect books or other items from leaving the library unchecked. The inventory management system is outdated and inefficient. E-blasts, flyers, published announcements and social media alone, do not sufficiently serve our patrons. It can be time-consuming for both staff and patrons to locate a particular book that is listed in the catalog but cannot be found on its assigned shelf because it may be incorrectly-shelved or removed from the library without being checked out to cardholder.**

**4. How does the project relate to the applicant's mission, or to the applicant's long range plan? The core of our Mission is to provide the Community access to all information to fulfill their informational needs. We can only do this if we can provide our collection on demand and without delay of searching for missing items.**

**5. Additional Factors for Consideration / Continuing Project Status Report.**

**[X] Not Applicable**

**Partners**

**[X] Not Applicable**

<b>Partner Name:</b>	
<b>Role:</b>	

**Lake Park Public Library**

**LPCSU**

**Activities**

**Activity N/A**

<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>
<b>Conversion</b>	<b>Conversion</b>	<b>Conversion</b>	<b>Conversion</b>	<b>Conversion</b>	<b>Conversion</b>	<b>Conversion</b>	<b>Install</b>
<b>Process</b>	<b>Process</b>	<b>Process</b>	<b>Process</b>	<b>Process</b>	<b>Process</b>	<b>Process</b>	<b>Conve</b>

**TimeLine**

**Project conversion is estimated to cover ten months.**

**Lake Park Public Library**

**LPCSU**

**Additional Project Information**

**Publicity/Communications**

**There will be informational progress releases by way of announcements, to patrons of the changes and when the transition is completed. Introductory sessions will be provide to the public for use of the self-check unit.**

**Sustainability:**

**Additional materials added to the system and future upgrades and/or repairs will be included in Library budget in subsequent years. The library building is limited in size and no additional self-checkout units or detection gates will be needed in the future.**

**Digital Images**

**[X] Not Applicable**

**Are digital images being created? [ ] Yes [X] No**

**Are metadata records being added to the statewide database in the Florida Electronic Library?**

**[ ] Yes [X] No**

**If not, provide explanation. Not at this time**

**Lake Park Public Library****LPCSU****Budget****Salaries and Benefits****Salaries and Benefits Narrative**

**Current employees will assist with the conversion process.**

**Salaries and Benefits Detail**

<b>Position Title</b>	<b>FTE</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Director</b>	<b>1</b>	<b>\$0</b>	<b>\$5600.</b>
<b>Librarian 1</b>	<b>1</b>	<b>\$0</b>	<b>\$4800.</b>
<b>Library Assistant</b>	<b>1</b>	<b>\$0</b>	<b>\$2000.</b>
<b>Library Acct.Cl.</b>	<b>.8</b>	<b>\$0.</b>	<b>\$2600.</b>
<b>Total Salaries</b>			<b>\$15000.</b>

**Contractual Services: Gate contractor - installation**

**Contractual Services Narrative Vendor will be responsible for installation.**

**Contractual Services Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Gate installation</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Contractual Services</b>	<b>\$0</b>	<b>\$0</b>

**Lake Park Public Library**

**LPCSU**

**Library Materials**

**Library Materials Narrative**

**Library Materials Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
	<b>\$0</b>	<b>\$0</b>
<b>Total Library Materials</b>	<b>\$0</b>	<b>\$0</b>

**Bibliographic Records**

**Not Applicable**

**Is the library purchasing materials for the library's collection?**

**Yes**     **No**

**If yes, are bibliographic records being loaded into the statewide database?**

**Yes**     **No**

**If no, provide an explanation of why the records are not being loaded.**

**Records have already been added,**

**Supplies**

**Supplies Narrative**

**Supplies Detail**

**Lake Park Public Library****LPCSU**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>RFID tags</b>	<b>\$8000.</b>	<b>\$0</b>
<b>Total Supplies</b>	<b>\$8000.</b>	<b>\$0</b>

**Travel****Travel Narrative**

NA

**Travel Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>NA</b>	<b>0</b>	
<b>Total Travel</b>	<b>0</b>	<b>0</b>

**Equipment**

Door gates will be installed on each of two entrances.

**Equipment Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>2RFID Security Door gateways</b>	<b>\$30000</b>	<b>\$0</b>
<b>1 self checkout unit</b>	<b>\$5000.</b>	<b>\$0.</b>
<b>Total Equipment</b>		

**Other**



**Lake Park Public Library****LPCSU****Other Narrative****Other Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Rental of RFID converter device</b>	<b>\$1000.</b>	<b>\$0</b>
<b>Total Other</b>		

**Budget****Salaries and Benefits (\$15000.)****Contractual Services \$1000.****Library Materials \$****Supplies \$8000.****Travel \$0.****Equipment \$34,000****Other \$1000.****Total Funding Request: \$45,000.****Attachments**

**Lake Park Public Library**

**LPCSU**

**[X] Not Applicable**

**Lake Park Public Library**

**LPCSU**

**Certifications**

**1. Debarment Form**

**2. FFATA Form**

**3. Internet Safety Certification Form**

**Not Applicable**

**4. Disclosure of Lobbying Activities Form**

**Not Applicable**

**INTERNET SAFETY CERTIFICATION FOR APPLICANT  
PUBLIC LIBRARIES  
PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and  
CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES**

As the duly authorized representative of the applicant library, I hereby certify that the library is (*check only one of the following boxes*)

- A.           CIPA Compliant  
*(The applicant library has complied with the requirements of  
Section 9134(f) (1) of the Library Services and Technology Act.)*

**OR**

- B.           The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

Signature of Authorized Representative \_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

\_\_\_\_\_ Title of  
Authorized Representative

\_\_\_\_\_ Date

Lake Park Public Library  
Name of Applicant Library/Program \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/></p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/></p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/></p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee             Tier _____, <i>if known:</i></p> <p>_____           Congressional District, <i>if known:</i></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>_____           Congressional District, <i>if known:</i></p>
<p><b>6. Federal Department/Agency:</b></p> <p>_____</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>_____           CFDA Number, <i>if applicable:</i> _____</p>	
<p><b>8. Federal Action Number, if known:</b></p> <p>_____</p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p> <p>_____            _____</p>		<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p> <p>_____            _____</p>
<p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p><b>Federal Use Only:</b></p> <p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



# TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:

June 1, 2016

Agenda Item No. *Tab 3*

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute the Fifth Amendment to Amended and Restated Interlocal Agreement - Northlake Boulevard Task Force

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

Approved by Town Manager

Date:

*5-17-16*

*Vivian Mendez, Town Clerk*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">Town Manager</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Resolution Interlocal Agreement</b>
<b>Advertised:</b> 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>vm</u> <b>Please initial one.</b>

**Summary Explanation/Background:** The purpose of this Resolution is to amend the Northlake Blvd Task Force Interlocal Agreement to extend for an additional five years. The additional five years will permit the group to remain viable as future developments of housing, retail and commercial development in Palm Beach Gardens and FDOT's desire to reduce traffic congestion along North Lake Blvd to Interstate 95 will impact businesses along the North Lake Corridor.

**Recommended Motion:** I move to approve Resolution \_\_\_\_\_ authorizing the Mayor to execute a fifth amendment of the Northlake Blvd Task Force Interlocal Agreement to extend until September 30, 2021.

**RESOLUTION NO. 22-06-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIFTH AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the local governments of the City of Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park, and Palm Beach County, (hereinafter the "Participants") previously entered into an Interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter the "Task Force") on September 2, 1997 (R-97-1156) (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20, 1998 (R-98-1378D) and by the Second Amendment to the Agreement, which was effective on August 22, 2000 (R-2000-1182); and

**WHEREAS**, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as the "Restated Agreement"); and

**WHEREAS**, the Restated Agreement was subsequently amended by the Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

**WHEREAS**, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010, but

may be extended by written instrument of the Participants; and

**WHEREAS**, the Restated Agreement as amended by R-2011-1242 provides in Part 2, that the term of the Agreement continues through September 30, 2016, but may be extended by written instrument of the Participants; and

**WHEREAS**, the Participants have determined it is appropriate to extend the Agreement for a period of five years.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, in consideration of the mutual covenants, promises, and representation contained herein, NORTH PALM, the GARDENS, LAKE PARK, and the COUNTY hereby extend the term of the Agreement as follows:**

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

**Section 2.** The Mayor is hereby authorized and directed to execute the Fifth Amendment to the Amended and Restated Interlocal Agreement between the Village of North Palm Beach, City of Palm Beach Gardens, Town of Lake Park and Palm Beach County which is attached hereto and incorporated herein as **Exhibit "A"**. This Agreement shall continue through September 30, 2021, but may be extended by written instrument of the Participants.

**Section 3.** This Fifth Amendment may be executed in counterparts.

**Section 4.** Except as expressly set forth herein, all terms and conditions in the Restated Agreements and any previous amendments thereto shall remain in full force and effect.

**Section 5.** This Fifth Amendment shall become effective upon filing a fully executed Fifth Amendment with the Clerk of the Circuit Court of Palm Beach County, Florida.

**Section 6.** This Resolution shall be effective upon adoption.

**FIFTH AMENDMENT TO AMENDED AND RESTATED**  
**INTERLOCAL AGREEMENT**  
**BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF**  
**PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY (hereinafter referred to as "FIFTH AMENDMENT") is made and entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") (hereinafter collectively referred to as "Participants"); and

WHEREAS, the Participants previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156) (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by the First Amendment to Agreement, which was effective on August 20, 1998 (R-98-1378D) and by the Second Amendment to Agreement, which was effective on August 22, 2000 (R-2000-1182); and

WHEREAS, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as "Restated Agreement"); and

WHEREAS, the Restated Agreement was subsequently amended by the

Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

WHEREAS, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010, but may be extended by written instrument of the Participants; and

WHEREAS, the Restated Agreement as amended by R-2010-1761 provides in Part 2, that the term of the Agreement continues through September 30, 2011, but may be extended by written instrument of the Participants; and

WHEREAS, the Restated Agreement as amended by R-2011-1242 provides in Part 2, that the term of the Agreement continues through September 30, 2016, but may be extended by written instrument of the Participants; and

WHEREAS, the Participants have determined it is appropriate to extend the Agreement for a period of five years.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK, and the COUNTY hereby extend the term of the Agreement as follows:

Part 1. The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this FIFTH AMENDMENT by reference.

Part 2. This Agreement shall continue through September 30, 2021, but may be extended by written instrument of the Participants.

Part 3. This FIFTH AMENDMENT may be executed in counterparts.

Part 4. Except as expressly set forth herein, all terms and conditions in the

Restated Agreement and any previous amendments thereto shall remain in full force and effect.

Part 5. This FIFTH AMENDMENT shall become effective upon filing a fully executed FIFTH AMENDMENT with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this EXTENSION to be executed this 1 day of June, 2016.

**ATTEST: CITY OF PALM BEACH GARDENS**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Patricia Snider, CMC, City Clerk Marcie Tinsley, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

**ATTEST: VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Melissa Teal, Village Clerk David Norris, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Leonard Rubin, Village Attorney

ATTEST:

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
James DuBois, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

**BOARD OF COUNTY  
COMMISSIONERS**

ATTEST: **PALM BEACH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney



# **Board Membership**

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** June 1, 2016

**Agenda Item No.** *Tab 4*

**Agenda Title:** Judith Thomas – Nominated for re-appointment to the Planning & Zoning Board as a Regular Member

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA  
 BOARD APPOINTMENT     OLD BUSINESS  
 PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING  
 NEW BUSINESS  
 **OTHER: Board Membership Nomination**

**Approved by Town Manager** *[Signature]* **Date:** 5-17-16

***Vivian Mendez, Town Clerk, CMC***  
 Name/Title \_\_\_\_\_

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Nomination by Vice-Mayor Glas-Castro.</li> <li>• Commission-Appointment Board Volunteer List Memo.</li> <li>• Applicant's Town Board Application.</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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>YH</i> <b>Please initial one.</b>

**Summary Explanation/Background:** The Town Clerk's Office received a volunteer board application for reappointment to a Town Board. The candidate's biographical information for this appointment has been placed in the Town Commission Dropbox.

Vice-Mayor Glas-Castro has made a nomination to re-appoint the following applicant to the Planning & Zoning Board: **Judith Thomas**

**Recommended Motion:** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee.

## Vivian Mendez

---

**From:** Kim Glas-Castro  
**Sent:** Monday, May 16, 2016 7:34 PM  
**To:** Vivian Mendez  
**Subject:** Re: Board Membership Application

I nominate Judith if someone else hasn't already done so

Kim Glas-Castro  
Vice Mayor  
Town of Lake Park

Sent from my iPad

On May 16, 2016, at 4:15 PM, Vivian Mendez <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)> wrote:

Good afternoon,

The Town Clerk's Office has received a board membership application for re-appointment to the Planning & Zoning Board by Judith Thomas. Please review the Dropbox (under the Board Application's tab) for the application.

In order for the Town Clerk's Office to move this application to an upcoming Commission agenda, a member of the Commission must nominate the applicant.

At the moment the Planning & Zoning Board has two regular membership opening and two alternate board membership opening. We would really appreciate any assistance from the Commission in recruiting additional members to the Town boards.

If you have any questions regarding the nomination process please feel free to contact me.

Sincerely,

Vivian Mendez, CMC  
Town Clerk  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3311  
561-881-3314 (fax)  
[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

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



Office of the  
Town Clerk

May 16, 2016

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

**Re-Appointment:**

Judith Thomas has applied to be reappointed to the Planning & Zoning Board as a regular member. The Planning & Zoning Board currently has two (2) regular membership opening.

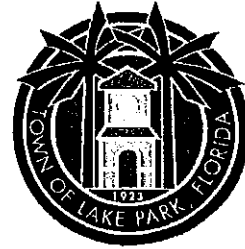
A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



# The Town of Lake Park

## Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: Thomas Judith E  
Last First Middle

Address: 204 E Jasmine Drive

Birthday: Month: 09 Day: 30<sup>th</sup>

Telephone: home \_\_\_\_\_ work \_\_\_\_\_ cell \_\_\_\_\_

E-Mail Address Jthomas11@bellsouth.net

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, which one(s): <u>Planning &amp; Zoning &amp; Historic Board</u>		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> <u>3</u>	Tree Board
<input type="checkbox"/> <u>2</u>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> <u>1</u>	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input type="checkbox"/> <u>5</u>	Library Board
<input type="checkbox"/> <u>4</u>	Construction Board of Adjustments & Appeals		

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Judith Thomas

Please indicate the reason for your interest in your first and second choices:

I have experience as a planner and have worked in urban development & economic development for the past 20 yrs. My skills & experience can be better used on those boards.

Number of Meetings of the above boards you have attended in the past six months: 2

Your educational background: (High school, College, Graduate School or other training)

Graduated from high school; 2 Master Degrees (Urban Development & School Counseling)

What is/was your profession or occupation: Mediator - (stay-at-home)

How long: 7 years (no later)

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Served as <sup>Planning & Zoning</sup> Administrator

for 9 years.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I have served & currently serving

as Chair of the Planning & Zoning Board for the Town of Lake Park. I also serve on Palm Beach County Advisory Board.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Judith Thomas

Date: 5/8/2012

# TAB 5





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** June 1, 2016

**Agenda Item No.** *Tab 5*

**Agenda Title:** Lanae Barnes – Nominated for appointment to the Planning & Zoning Board as an Regular Member

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: Board Membership Nomination**
- CONSENT AGENDA
- OLD BUSINESS

**Approved by Town Manager** *J. R. Castro* **Date:** *5-19-16*

***Vivian Mendez, Town Clerk, CMC***  
Name/Title

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Nomination by Vice-Mayor Glas-Castro at the May 18, 2016 Regular Commission meeting.</li> <li>• Commission-Appointment Board Volunteer List Memo.</li> <li>• Applicant's Town Board Application.</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> <b>Please initial one.</b>

**Summary Explanation/Background:** The Town Clerk's Office received a volunteer board application for reappointment to a Town Board. The candidate's biographical information for this appointment has been placed in the Town Commission Dropbox.

Vice-Mayor Glas-Castro has made a nomination to appoint the following applicant to the Planning & Zoning Board: **Lanae Barnes**

**Recommended Motion:** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee.



Office of the  
Town Clerk

May 19, 2016

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

**Appointment:**

Lanae Barnes has applied to be appointed to the Planning & Zoning Board as a regular member. The Planning & Zoning Board currently has two (2) regular membership opening.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



# The Town of Lake Park

## Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Barnes Lanae Janeen  
Last First Middle

Address: 301 Lake Shore Dr 808, Lake Park

Birthday: Month: 03 Day: 20

Telephone: home \_\_\_\_\_ work \_\_\_\_\_ cell 561-236-9617

E-Mail Address lanaebarnes@yahoo.com

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| Are you a resident of Lake Park   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Are you a non-resident business owner in Lake Park                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Are you a registered voter (Response to this question is not mandatory) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Do you currently serve on a Town Board or Committee                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If so, which one(s): \_\_\_\_\_

Have you been convicted of a crime  Yes  No

If so, when? Appx 1998 where? Texas Misdemeanor

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Library Board		

<u>Inactive Boards:</u>	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	Tree Board

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Lanae Barnes

Please indicate the reason for your interest in your first and second choices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Meetings of the above boards you have attended in the past six months: 4

Your educational background: (High school, College, Graduate School or other training)

\_\_\_\_\_  
\_\_\_\_\_

What is/was your profession or occupation: Real Estate

How long: 26 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Construction development and real estate

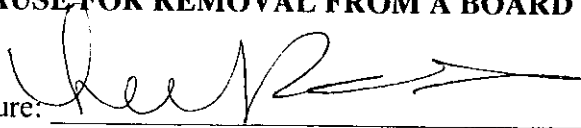
\_\_\_\_\_

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: volunteered for non-profit

\_\_\_\_\_

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature:  Date: 5/18/16

# **New Business**

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** June 1, 2016 **Agenda Item No.** *Table*

**Agenda Title:** **Setting the Dates for the Budget Meetings that will review and Establish the Fiscal Year 2016-2017 Budget**

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

**Approved by Town Manager** *[Signature]* **Date:** 5-16-16

**Blake K. Rane** *ex 2* **Finance Director**  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>FINANCE</b></p>	Costs: \$ N/A Funding Source: N/A Acct. # N/A <input checked="" type="checkbox"/> Finance ____ BKR ____	<b>Attachments:</b>  Proposed Town of Lake Park 2016/17 Budget Calendar
<b>Advertised:</b> 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>_BKR_</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Attached is a proposed Town of Lake Park 2016/17 Budget Calendar, which summarizes the schedule of dates and tasks required to prepare, present, and pass a budget for the Town of Lake Park. The proposed schedule provides for four evening meetings where the Commission and the public can come to express their views on the Proposed Budget and/or on any specific element of the Budget. Additionally, there are proposed one-on-one meetings with each Commissioner. We will provide each Commissioner with an updated binder prior to each meeting and post the Proposed Budget on the web-site prior to each meeting.

At the First Budget Meeting the Town Commission sets a proposed (not to exceed) millage rate, and sets the date, time and place of the first public hearing.

**Recommended Motion:**

I move we set the date for the First Budget Meeting for July 13, 2016 at 6:00 p.m.; a Second Budget Workshop for August 17, 2016 at 6:00 p.m.;



## Town of Lake Park

### **2016/17 Budget Calendar**

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<u>Dates</u>	<u>Required Budget Action</u>
May 6	Worksheets available to staff (publicshare\BUDGET FY 2016-2017)
May 20	Department Priorities schedule due back to Finance
June 1	Present Budget Calendar at the Commission Meeting
June 1	Estimate of Taxable Value received from Property Appraiser
June 8	Budgets due back to Finance for review
June 13-24	Individual budget meetings with Department Heads
June 15	Receive the Commission's Priorities at the June 15, 2016 meeting
June 28	Preliminary budget is delivered to the Commission
July 1	Property Appraiser submits Certificate of Taxable Value (DR420)
July 2 – July 10	Rework changes into the proposed budget
<b><u>July 13</u></b>	Town Commission holds a <u>Budget Meeting</u> to review the budget and at the Town Commission Meeting sets the <u>proposed millage rate</u> , any <u>other fee or rate adjustments</u> , and sets <u>the date, time and place of the first public hearing</u> (September 8)
July 15	Proposed millage rate & calculation of rolled back rate and date for first public hearing on budget due to Property Appraiser (within 35 days of receipt of taxable value)
August 8-12	One-on-one meetings with the Commission
<b><u>August 17</u></b>	Town Commission holds a second <u>Budget Meeting</u> to hear public comment, review the Fund Budgets, and discuss Town's Initiatives
<b><u>September 8</u></b>	First Public Hearing on budget at 6:30 in the Town Commission Chambers; adoption of a tentative millage rate and proposed operating budget. Subject to blackout dates from Palm Beach County Commission and Palm Beach County - School Board.
September 16-19	Run TRIM budget ad in newspaper
<b><u>September 22</u></b>	Final public hearing on budget; adoption of millage rate and 2016/17 budget. Subject to blackout dates from Palm Beach County (PBC) and Palm Beach County School District (PBCSD), which dates are not yet published.
<b><u>September 7</u></b>	PBC-School Board meeting date
<b><u>September 6 &amp; 19</u></b>	PBC Board of Commissioners meeting dates



# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. Tab 7

Agenda Title: Replacement of Vacuum Compressor Assembly on the Stormwater Utility Vacuum Truck by Sole Source Vendor

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

Approved by Town Manager *[Signature]* Date: 5-17-16  
*[Signature]* David Hunt / Public Works Director *[Signature]* Richard Scherle / Operations Manager

<b>Originating Department:</b>  <b>Public Works</b>	<b>Costs: \$17,361.85</b> <b>Funding Source: Stormwater, Repair and Maintenance</b>  <b>Acct. # 402-46000</b>  <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	<b>Attachments:</b> - Quote from Sole Source Vendor - Sole Source Verification Letter - Budget Transfer Worksheet
<b>Advertised:</b> 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 <b>Not applicable in this case</b> _____ Please initial one.

Summary Explanation/Background:

The Town's Public Works Stormwater operation depends on a 2009, Sterling/Vac-Con truck in order to clean stormwater pipes and maintain effective operation of the Town's stormwater systems. These activities are essential for compliance with NPDES standards and to prevent flooding of roads and property. The unit also has additional value by allowing Public Works to safely excavate around sensitive underground utilities, such as those that were encountered when remediating the petroleum-impacted soil at the Marina.

The truck depends on a critical vacuum assembly for operation. This component has an expected life cycle of approximately three years (depending on usage) due to high physical stress placed upon it during operation. The assembly on the truck has been replaced one time previously due to a weld failure that was covered under the original warranty. The component is now in need of replacement due to normal wear and tear. Without replacement, this \$300,000 truck will not be able to operate.

By regularly replacing the high wear items and performing an \$80,000 refurbishment next fiscal year, the Vac-con is expected to work until its anticipated replacement in 2020. Note, the Vac-Con truck (including all of its components), has been maintained by Vehicle Maintenance in full accordance with manufacturer specifications through the Original Equipment Manufacturer's (OEM) solely authorized South Florida vendor - Southern Sewer Equipment Sales. The cost to replace the vacuum assembly is \$17,361.85, and the replacement of this item will ensure the truck is operationally ready for service.

**Recommended Motion:** I move to approve the replacement of the vacuum assembly on the Town's 2009, Sterling/Vac-Con truck in the amount of \$17,361.85, by the Sole Source Vac-Con vendor, Southern Sewer Equipment Sales.

# QUOTE

## Southern Sewer Equipment Sales

3409 Industrial 27th Street

Fort Pierce, FL 34946

"A CERTIFIED MBE WOMAN OWNED BUSINESS"

Date	S.O. No.
5/3/2016	139150
PH. NUMBER	
561-722-9034	

<b>BILL TO</b>
TOWN OF LAKE PARK FINANCE DEPARTMENT 535 PARK AVE. LAKE PARK, FL 33403

<b>SHIP TO</b>
TOWN OF LAKE PARK 650 OLD DIXIE HIGHWAY LAKE PARK, FL. 33403

**PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER**

Phone #	Fax #	E-mail	Web Site
800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS		PAUL

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
0	MILEAGE	THIS JOB WOULD NEED TO BE DONE AT SOUTHERN SEWER SHOP IN FORT PIERCE, FL. DATE/TIME:03/08/2016 VAC-CON:01095219 MODEL #V312SHA/1300	1.57	0.00
	MECHANICAL ISSUE	MILEAGE: PONY MOTOR: CHASSIS HOURS: VIN #: FAN MAKING NOISE; ** RECENTLY REPLACED BEARINGS HAVE FAILED ON MOTOR END. THIS IS BELIEVED TO BE CAUSED BY VIBRATION IN THE FAN. RECOMMEND REPLACING THE FAN.	0.00	0.00
1	711-14516R	VACUUM COMPRESSOR ASSEMBLY, 3-STAGE-REBUILT/EXCHANGED COMPLETE WITH FLEX COUPLING, AND FAN DRIVE MOTOR*	15,996.41	15,996.41
1	PAINT	OEM COLOR # 01095219	0.00	0.00
3	680-0001	KANAFLEX - 8" X 1 FOOT	46.68	140.04
2	680-0016	POWER CLAMP, 8' FOR KANAFLEX HOSE	47.70	95.40
6	LABOR	LABOR BY SOUTHERN SEWER:	105.00	630.00
	FREIGHT	SHIPPING NOT TO EXCEED \$500.00	500.00	500.00

	<b>Subtotal</b>	\$17,361.85
CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED ON INVOICES OVER \$5000 A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.	<b>Sales Tax (0.0%)</b>	\$0.00
QUOTES ARE VALID FOR 30 DAYS	<b>Total</b>	\$17,361.85



**VAC-CON**

969 Hall Park Drive  
Green Cove Springs, FL 32043  
904-284-4200 Tel  
904-284-3305 Fax  
www.vac-con.com

To Whom It May Concern:

March 18, 2016

This letter will confirm that Southern Sewer Equipment Sales and Service located at 3409 Industrial Avenue, Ft. Pierce, FL 34946 – Telephone: 772-595-6940, is the sole authorized Vac-Con dealer for sales, parts and service in the State of Florida (excluding the Florida Panhandle).

If you have any further questions, please do not hesitate to contact us.

A handwritten signature in black ink, appearing to read "Todd M. Masley".

Todd M. Masley  
Sales Manager

TM:jc

# TOWN OF LAKE PARK

## BUDGET ADJUSTMENT

Adjustment No.: \_\_\_\_\_


DEPARTMENT: Public Works

DATE: 5/13/16

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Fuel	402-52100	1000.00	
Repair & maint.	402-46000		1000.00

**TOTAL**    1,000.00    1,000.00

**Explanation:** Funds required for replacement of  
vacuum assembly on Stormwater Vacuum Truck

**APPROVALS:**  
 Department Head:   
 Finance Director: \_\_\_\_\_  
 Town Manager: \_\_\_\_\_  
 Commission: \_\_\_\_\_

Date: 5/16/16  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

# TAB 8





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. *Tab 8*

Agenda Title: Award of Contract to Wilson-Rowan Locksmith Co. for Procurement and Installation of New Key-level System for Town Hall with Three Electronic Locks

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

Approved by Town Manager *J. R. C. [Signature]* Date: 5-17-16  
*[Signature]* David Hunt / Public Works Director      *[Signature]* Richard Scherle / Operations Manager

<p><b>Originating Department:</b>  Public Works</p>	<p>Costs: \$16,015.59          Funding Source: Facilities, Building Improvements Account           Acct. # 408-62100   <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u></p>	<p><b>Attachments:</b>          - Bid Tabulation          - Bid documents          - Contract Package with insurance and Licenses</p>
<p><b>Advertised:</b>          Date: _____          Paper: _____  <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____          or  <input checked="" type="checkbox"/> Not applicable in this case  <i>[Signature]</i>          Please initial one.</p>

Summary Explanation/Background:

The existing key level system at Town Hall has been compromised by an unrestricted keyway that has allowed for unauthorized duplication of keys. Security has been jeopardized because key control cannot be assured since unauthorized copies may have been made.



Restricted, high-security keyway locks are required to restore security. The proposed key-level system is high security, with a restricted keyway that will not allow for unauthorized duplication of keys. Furthermore, any keys made for the new system can only be made by authorized signature holders at specific locksmith shops for added control and security.

In addition to restoring Town Hall security by replacing existing low security locks, the scope of this program includes the retrofit of three doors to accommodate electronic locks which will control off-hours access by programmable key cards. These doors are: the west handicap entryway, the southwest entryway to the Commission Chambers off the hallway (nearest the handicap door), and the Mirror Ballroom doors. These doors have been identified by staff to be those which are accessed by renters or other non-employee parties. These electronic locks will allow Town staff to have complete control over facility access by allowing particular key cards to be activated (or cancelled) at the Town's discretion. Renters or other groups will be assigned key cards which will permit access only to the appropriate areas during the appropriate times. The electronic locks will also control after-hours access by Town personnel.

Finally, the scope of this program includes the repair of various door handles and levers which are currently damaged and unusable, as well as the retrofit of all current two-way locks to a one-way system with thumb turn. Thumb turns on the inside of locks are required for fire safety reasons, which allow for easy egress in the event of an emergency.

Requests for project quotes were solicited from at least four locksmiths. One firm declined to quote and another firm did not meet the quote specifications. Wilson-Rowan Locksmith Co.'s response was the lowest, responsive and responsible quote received.

**Recommended Motion:** I move to award the Town Hall Key-Level Project to Wilson-Rowan Locksmith Co., in the amount of \$14,559.59 and to provide for contingencies in the amount of \$1,456.00.

# BID TABULATION

## **BIDDER**

## **BID AMOUNT**

<b>Wilson-Rowan Locksmith Co.</b>	<b>\$14,559.59</b>	
All-Safe Security and Lock	\$15,506.02	
A locksmith Shop Inc.	\$13,439.00	UNRESPONSIVE
Wellington Locksmiths	Refusal to Bid	UNRESPONSIVE



# WILSON-ROWAN LOCKSMITH CO.

1304 Clare Avenue • West Palm Beach, FL 33401 (561) 655-3637 FAX (561) 655-3708

April 26, 2016

Mr. Richard Scherle, Operations Manager  
Town of Lake Park Public Works Department  
650 Old Dixie Highway  
Lake Park, FL 33403

Dear Mr. Scherle:

Thank you for the opportunity to submit the following proposals.

<u>ITEM</u>	<u>AMOUNT</u>
OPTION #1: Replace current cylinders with cylinders that have a low level restricted Keyway. Keys can be made at most locksmith shops. Consists of: 62 SFIC cylinders masterkeyed, 57 SFIC mortise housings and cylinder collars, 3 SFIC entrance levers, 1 SFIC deadbolt, 1 SFIC exit device lever, 17 mortise thumb turn cylinders, 17 thumb turn collars and 10 passage levers (includes 62 keys, additional keys \$5.00 ea.)	\$ 5,300.24
Service and labor to install the above	880.00
TOTAL	----- \$ 6,180.24
OPTION #2: Replace current cylinders with cylinders that have a medium level restricted keyway. Keys can be made at some locksmith shops. Consists of: 57 mortise cylinders masterkeyed, 5 key in knob/lever cylinders masterkeyed, 2 entrance levers, 17 mortise thumb turn cylinders, 17 thumb turn collars and 10 passage levers (includes 62 keys, additional keys \$2.50 ea.)	\$ 3,925.41
Service and labor to install the above	800.00
TOTAL	----- \$ 4,726.41
OPTION #3: Replace current cylinders with cylinders that have a high level restricted keyway. Keys can only be made in our shop and only for the authorized signature holders. Consists of: 62 SFIC cylinders masterkeyed, 57 SFIC mortise housings and cylinder collars, 3 SFIC entrance levers, 1 SFIC deadbolt, 1 SFIC exit device lever, 17 mortise thumb turn cylinders, 17 thumb turn collars and 10 passage levers (includes 62 keys, additional keys \$8.00 ea.)	\$ 7,241.59
Service and labor to install the above	880.00
TOTAL	----- \$ 8,121.59

Please note that Option #1 and #3 will take 4 to 6 weeks for delivery.

Wilson-Rowan Locksmith 301 555 3755 P. 3  
Proposal to add access control locksets to the first floor west entrance, the Commission Chambers and the Mirror Ballroom doors:

3 - Trilogy exit devices and trim *	\$ 5,055.00
1 - Data transfer module	325.00
3 - Thick door kits	258.00
Labor to install and program locks	800.00
	-----
TOTAL	\$ 6,438.00

\*Trilogy locks read most HID cards.

Please note that the doors will be unlocked on a schedule by the system during regular business hours. When a door is locked, the key fob will unlock the door momentarily to allow access. When the door closes, it will relock.

We require a signed purchase request and a deposit of one half the total amount prior to purchasing the above special order items and the balance will be due within 30 days of completion of the work.

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise

Wilson-Rowan has a limited warranty on parts and labor for 90 days from date of installation. If any serviceman or person other than a Wilson-Rowan authorized person removes or tampers with hardware for any reason, or hardware has been abused, or hardware fails to operate for any reason other than defective parts or normal wear, this warranty will be null and void.

The above estimate will be valid for a period of 30 days only.

If you have any further questions, please give us a call.

Thank you again for the opportunity to bid this job. I hope that our proposal meets your needs and that we can be of service to you.

Very truly yours,

*Richard Rowan*

Richard Rowan, C.P.L.  
President

RR/bac

May 11 10 55:15p WILSON ROWAN LOCKSMITH 561-655-3637 P. 1  
Quoted Price: .....\$ 14,559.59

Submitted by: Richard Rowan

Name of Firm: Wilson Rowan Locksmith Co.

Telephone # 561-655-3637 Date: 5-11-15

Please submit to Town of Lake Park Public Works Department.

ATTN: Richard Scherle, Operations Manager

650 Old Dixie Hwy

Lake Park, FL 33403

RScherle@lakeparkflorida.gov

Tel. 561-881-3345

Fax. 561-881-3349

Thank you.

**CONTRACT AGREEMENT**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**INSTALLATION AND SET-UP OF NEW MASTER KEY SYSTEM with THREE ELECTRONIC DOOR  
LOCKS**

**TOWN OF LAKE PARK  
TOWN HALL BUILDING  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and Wilson-Rowan Locksmith ("Contractor") for the delivery, installation, set-up, and initial one-time training for use of a new master key system with three electronic door locks. The total contract amount shall be \$ 14,559.59.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through and signing by its Town Manager, on the \_\_\_\_ day of \_\_\_\_, 2016; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Manager

By: \_\_\_\_\_  
John D'Agostino, Town Manager

Attest: \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Blake Rane, Finance Director

\_\_\_\_ day of \_\_\_\_\_, 2016

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Wilson-Rowan Locksmith Co.

Name of Contractor

[Signature]

Signature

Richard Rowan, President

Print Name, Title

11th day of May, 2016

(CORPORATE SEAL)

STATE OF FLORIDA )  
 ):ss  
COUNTY OF Palm Beach )

Sworn to and subscribed before me this 11th day of May, 2016 by

Richard Rowan who (check one):

is personally known to me or

has produced \_\_\_\_\_ as identification.



Brenda A Cochrane

Notary Public, State of Florida

Brenda A Cochrane

Print or Type Name of Notary Public

My commission expires: 4-30-2019

## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: City of Palm Beach Gardens  
Address: 10500 N Military Trail  
Palm Beach Gardens, FL 33410

Point of Contact: Kevin Ray  
Phone Number: 561-284-3171 - cell  
Fax Number: 561-775-1000  
E-mail: Kray@pbgfl.com

---

### REFERENCE #2

Company/Agency Name: State of Florida Children & Family Services  
Address: 111 S. Sapodilla Ave.  
West Palm Beach, FL

Point of Contact: Julie Coleman  
Phone Number: 561-254-5841  
Fax Number: \_\_\_\_\_  
E-mail: Julie.Coleman@myflfamilies.com

---

### REFERENCE #3

Company/Agency Name: Palm Beach County Health Dept.  
Address: 1050 W 15th Street  
Riviera Beach, FL 33404

Point of Contact: Mr. Lynn McCullough  
Phone Number: 722-8558  
Fax Number: 845-4658  
E-mail: Lynn.mccullough@flhealth.gov





**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\*\***  
 1304 CLARE AVENUE  
 WEST PALM BEACH, FL 33401

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0031 LOCKSMITH	ROWAN CHARLES R		B15.854868 - 08/08/15	\$33.00	B40123556

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

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200603827  
 EXPIRES: SEPTEMBER 30, 2016**

B2 - 72  
 WILSON ROWAN LOCKSMITH COMPANY INC  
 WILSON ROWAN LOCKSMITH COMPANY INC  
 1304 CLARE AVE  
 WEST PALM BEACH, FL 33401-6908



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.

**CITY OF WEST PALM BEACH**  
 TAX COLLECTOR'S OFFICE

**NOT TRANSFERABLE**

0000015491  
 WILSON ROWAN LOCKSMITH CO INC  
 1304 CLARE AVE

LOCKSMITH

DESCRIPTION	RATE	TAX
20545 COU	CERTIFICATE OF USE	20.00
3369 444130	HARDWARE	164.37
3370 561622	LOCKSMITH	115.76

**ISSUES  
 SEPTEMBER 30,  
 2016**

TOTALS 300.13  
**\*\* PAID 300.13 \*\* BAL \*\* 0.00**

**THIS DOCUMENT IS VALID  
 UNTIL FUNDS ARE COLLECTED**



# CERTIFICATE OF LIABILITY INSURANCE

WILSO-1 OP ID: NG

DATE (MM/DD/YYYY)

05/11/2016

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).

<b>PRODUCER</b> Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Dan Cleary	<b>CONTACT NAME:</b> Workers Compensation Group <b>PHONE (A/C, No, Ext):</b> 561-392-3300 <b>FAX (A/C, No):</b> 561-361-1132 <b>E-MAIL ADDRESS:</b> certs@workerscompgroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Wilson-Rowan Locksmith Co. Inc Wilson-Rowan Security Center 1304 Clare Ave West Palm Beach, FL 33401	<b>INSURER A:</b> Technology Ins Co <b>NAIC #</b> 42376
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> : OCCUR <b>EXCESS LIAB</b> : CLAIMS-MADE DED    RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3521092	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  <b>LAKEPAR</b>  Town of Lake Park 535 Park Ave. Lake Park, FL 33403	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

WILSONR

OP ID: YG

DATE (MM/DD/YYYY)

05/11/2016

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**  
**SLATON INSURANCE**  
 P.O. Box 220537  
 West Palm Beach, FL 33422  
 J. Cal Boynton, CIC, President

**CONTACT NAME:** Yvonne Goode  
**PHONE (A/C, No., Ext):** 561-683-8383 **FAX (A/C, No.):** 561-684-5995  
**E-MAIL ADDRESS:**

**INSURED**  
**Wilson-Rowan Locksmith Company**  
 1304 Clare Avenue  
 West Palm Beach, FL 33401

**INSURER(S) AFFORDING COVERAGE**  
**INSURER A:** Foremost Signature Insurance **NAIC #**  
**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X		PAS30899570	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEQ RETENTION \$			PAS30899570	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Liability: Town of Lake Park is an additional insured if required by written contract per the terms of form #CG2010 0704

**CERTIFICATE HOLDER**  
**TOWNOFL**  
 Town of Lake Park  
 535 Park Avenue  
 Lake Park, FL 33403

**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  




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/11/2016

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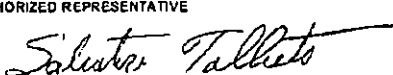
PRODUCER Talluto Insurance Inc. 116 Intracoastal Pointe Drive Suite 400 Jupiter, FL 33477	CONTACT NAME: Jim Devine	
	PHONE (A/C, No, Ext): 561-743-0111 FAX (A/C, No): 561-743-0050 E-MAIL ADDRESS: jimdevine@allstate.com	
INSURED Wilson-Rowan Locksmith Co. 1304 Clare Ave West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allstate Insurance Company	19232
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y Y	049780362	03/09/2016	03/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

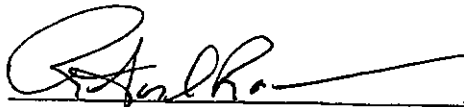
<b>CERTIFICATE HOLDER</b>  Town of Lake Park 535 Park Avenue Lake Park, FL 33403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Wilson-Rowan Locksmith Co., maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company'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. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will 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. We 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 convicted.
6. We 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.

  
Authorized Signature 5/11/16  
(Date)

Richard Rowan, President  
Name & title (typed)

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Richard Rowan, who, being by me first duly sworn, made the following statements:

1. The business address of Wilson-Rowan Locksmith Co.  
(name of bidder or contractor)

is 1304 Clare Ave., West Palm Beach, FL 33401

2. My relationship to Wilson-Rowan Locksmith Co.  
(name of bidder or contractor)

is President  
(relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*Richard Rowan* 5/11/16  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and

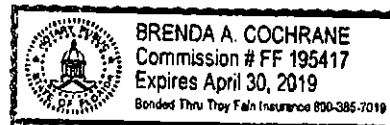
county of Palm Beach

on the 11th day of May, 2016.

*Brenda A. Cochrane*  
Notary Public

My commission expires: 4-30-2019

(Affix seal)



**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Richard Rowan  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am President of Wilson-Rowan Locksmith the bidder that has submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: TOWN HALL RE-KEY

(2) I, the undersigned, hereby depose and say 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 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.

Richard Rowan  
Signature

Subscribed and sworn to (or affirmed) before me this 11th day of May 2016  
by Richard Rowan, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Brenda A Cochrane

Notary Name: Brenda A Cochrane  
Notary Public-State of Florida



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 this 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.

Project Name: TOWN HALL RE-KEY

Company Name and Address: Wilson Rowan Locksmith Co.  
1304 Clare Ave.  
West Palm Beach, FL 33401

Signature: [Handwritten Signature]

Name & Title: Richard Rowan, President



All Safe Security & Lock  
 1141 Blue Heron Blvd East  
 Riviera Beach, FL 33404  
 sales@yoursecurityexperts.com



Estimate No: 2908  
 Date: 02/17/2016  
 PH: (561) 845-2346  
 Fax: (561) 842-0511

**Customer**

Town of Lake Park  
 535 Park Ave, Attn: Finance Dept.  
 Lake Park, FL 33403  
 561-881-3300  
 881 3350 FINANCE

**Service Location**

Town of Lake Park  
 535 Park Ave, Attn: Finance Dept.  
 Lake Park, FL 33403

**Item(s)**

Qty	Name	Description	Rate	Amount	Tax	Approved
65	NSP Restricted Cylinders	NSP Restricted Dealer Keyway Universal Cylinders	\$40.00	\$2,600.00	Tax	Yes
16	1 1/8" Thumb Turn Mortise Cyl	US10B	\$23.18	\$370.88	Non	Yes
3	B560 S/C Deadbolt 609	Antique Brass	\$71.68	\$215.04	Tax	Yes
2	TA: Storeroom Knob	S-Line/TA/NSP Grade 2, Brushed Chrome	\$44.31	\$88.62	Tax	Yes
6	Key FOBS (Box of 10)	Proximity FOBS. Box of 10,	\$43.60	\$261.60	Tax	Yes
3	EMTEK Hermes Lever	EMTEK Hermes Passage Leverset	\$112.00	\$336.00	Tax	Yes
60	NSP SL KEYS	NSP SL restricted keys	\$5.00	\$300.00	Tax	Yes
65	Rekey: Master Cylinder / Knob	Master Rekey	\$17.50	\$1,137.50	Tax	Yes
1	Trilogy Networkx Gateway Module	Wireless Gateway Interface For Trilogy Networkx	\$581.00	\$581.00	Tax	Yes
3	Trilogy Networkx	Prox Trilogy Networks For Marks 9900 Panic Bar Includes Exit Device	\$2,538.46	\$7,615.38	Tax	Yes
1	Labor Per Quote	To Install Above Materials	\$2,000.00	\$2,000.00	Tax	Yes

<b>Subtotal</b>	\$15,506.02
<b>Tax</b>	\$0.00
<b>Total</b>	\$15,506.02

**Estimate Good For 90 Days.**

**Notes**

Revised 4/8 to add two more trilogy network locks for access control.

---

Signature

Date

**Richard Scherle**

---

**From:** Kim Sessa <alocksmithshopinc@gmail.com>  
**Sent:** Wednesday, April 27, 2016 12:14 PM  
**To:** Richard Scherle  
**Subject:** Estimate on Medeco Locks  
**Attachments:** IMG\_20160427\_0001.pdf; IMG\_20160427\_0002.pdf

April 26, 2016

Richard Scherle  
535 Park Avenue  
Lake Park, Fl. 33403

unresponsive - keyless door locks are  
number coded, not Fob  
or card access as  
requested.

Hi Richard

Estimate on Medeco High Security Cylinders:

(65) Medeco 1 inch 1/8 Mortise Cylinder Bronze 10W0200 List price \$130.80 Your price is \$99.00 each  
Cylinder \$ 6435.00

(65) Labor to rekey and master each cylinder \$  
30.00 \$ 1950.00

(65) Thumb Turns Inside Cylinder  
Bronze \$19.00 \$ 1235.00

(3) Keyless Entry Keypad \$1033.00 each  
door \$ 3099.00  
-Keypad (Stand Alone)  
-Electric Strike  
-Event Timer

(3) Labor to Install above Keypad \$ 240.00 each  
door 720.00

\$13.439.00

Total

Estimate on NSP Restricted Key Control System Cylinders:

(65) Nsp 1 inch 1/8 Mortise Cylinder Bronze \$40.00  
each \$ 2600.00

(65) Labor to rekey and master each  
cylinder \$25.00 \$ 1625.00

(65) Thumb Turns Inside Cylinder  
Bronze \$19.00 \$ 1235.00

(3) Keyless Entry Keypad \$1033.00 each  
door \$ 3099.00  
-Keypad (Stand Alone)  
-Electric Strike  
-Event Timer

(3) Labor to Install Above keypad \$ 240.00 each  
door \$ 720.00

1 \$ 9,279.00

Tota

## Richard Scherle

---

**From:** Rohan Kerrutt <wellingtonlock@aol.com>  
**Sent:** Wednesday, February 17, 2016 10:59 AM  
**To:** Richard Scherle  
**Subject:** RE: Town of Lake Park - Master Key System

Richard,

We sent a reply email that we are not interested.

Thank You,

*Rohan Kerrutt*

[WellingtonLock@aol.com](mailto:WellingtonLock@aol.com)

Wellington  
**LockSmiths**

**4433 Mariners Cove Drive**

**Wellington, FL 33449**

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Fax: (561) 795-0933



**WELLINGTON**  
*Chamber of Commerce*

**From:** Richard Scherle [mailto:rscherle@lakeparkflorida.gov]  
**Sent:** Wednesday, February 17, 2016 10:46 AM  
**To:** wellingtonlock@aol.com  
**Subject:** Town of Lake Park - Master Key System

Hello,

I did not receive a quote from your firm regarding the attached. Are you not interested?

Thank you,

Richard Scherle

Town of Lake Park

Dept. of Public Works

561-881-3345

# TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. *Tab 9*

Agenda Title: Professional Services Contract to Update the Stormwater Utility's Equivalent Stormwater Units (ESU) Correlation with the Property Appraiser's Records

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

Approved by Town Manager *[Signature]* Date: *5-16-16*

*[Signature]*  
David Hunt / Public Works Director

<b>Originating Department:</b>  Public Works	Costs: \$24,997.50 Funding Source: Stormwater Utility, Professional Services Acct. # 402-3100 <input checked="" type="checkbox"/> Finance <i>BKR</i>	<b>Attachments:</b> Calvin, Giordano & Associates, Inc.'s Additional Services Agreement
<b>Advertised:</b> 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 <b>Not applicable in this case</b> <i>[Signature]</i> Please initial one.

**Summary Explanation/Background:** In November of this fiscal year, the Town's Engineering Consultant, Calvin, Giordano & Associates, Inc. (CGA) was tasked with auditing all the commercial properties to confirm their pervious and impervious areas. The audit determined that 96 parcels had a change in either their pervious versus impervious percentage or that their property control number (PCN) had changed.

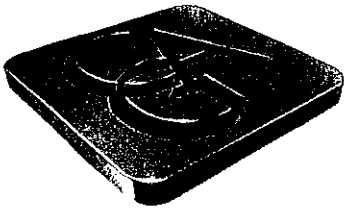
These discrepancies have accumulated over time and State Statute 197.3632, Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.- (5)(a) requires that the assessment roll be submitted free of errors and omissions when posted by the local government.

CGA will review all of the Town's parcels to confirm that the non-ad valorem assessments are properly assigned. CGA will analyze past years' data from Palm Beach County Property Appraiser's office and note the changes that have occurred. They will compare these files to the work that was performed under their November project.

Upon completion of this project, the Town shall post the non-ad valorem assessment for each parcel on the roll and submit it to the Commission (or its designee) for the 2016 certification.

**Recommended Motion: I move to approve the professional services contract with the Town's engineering consultant, Calvin, Giordano & Associates, Inc., in the amount of \$24,997.50, to prepare the 2016, stormwater non-ad valorem tax roll for Commission certification.**





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Indoor Air Quality  
Landscape Architecture  
Municipal Engineering  
Planning  
Public Administration  
Redevelopment and Urban Design  
Surveying and Mapping  
Traffic Engineering  
Transportation Planning

*GSA Contract Holder*

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

www.cgasolutions.com

## Additional Services Agreement

**DATE:** May 13, 2016  
**RE:** Town of Lake Park 2016 Stormwater ESU Update  
**CLIENT:** Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
**ATTENTION:** Mr. Dave Hunt  
**CGA NO.:** 15-2748.17

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

### I. Professional Engineering Services

#### A. Civil Engineering

1. We are pleased to prepare this scope and fee estimate for the update to the Town of Lake Park's ESU Rate Study. This update will be based on the 2015 Non-Residential Parcel Audit that was performed earlier this year. That audit determined that 96 parcels in the town have had a change in either their Pervious/Impervious Percentage or their PCN. CGA will update the Town's Rate Study for the 96 parcels that have changed plus the other properties identified by the Planning Department. CGA will also coordinate with the Finance Department to receive the data provided by the Palm Beach County Property Appraiser for all parcels in the Town. The Town's ESU Study will be updated to reflect the changes in parcels and development since 2010.

COST OF THESE SERVICES (Lump Sum )	
<b>I</b>	<b>Professional Engineering Services</b>
	<b>A Professional Civil Engineering Services</b> <span style="float: right;"><b>\$24,997.50</b></span>
<b>II</b>	<b>Meetings not included in I thru I</b> <span style="float: right;"><b>Hourly</b></span>
	<b>TOTAL (Plus Hourly Services)</b> <span style="float: right;"><b>\$24,997.50</b></span>

**AUTHORIZATION**

**Kindly sign and return this authorization at your earliest convenience.  
Calvin, Giordano & Associates, Inc.  
will proceed upon receipt of authorization..**

By: \_\_\_\_\_

Mr. Dave Hunt  
Public Works Director

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Chris Giordano  
Treasurer

Date: 5/12/16

# TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. Tab 10

Agenda Title: Revision of the Lake Park Harbor Marina Dockage Agreement

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 5-13-16

Name/Title *Bonnie M. Kubba-Lynn*  
HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Town Manager	<b>Costs: \$ -0-</b> Funding Source: Acct. # <u>N/A</u> <input checked="" type="checkbox"/> Finance <u>BEP</u>	<b>Attachments:</b>  Copy of the Revised Lake Park Harbor Marina Dockage Agreement in Redline Format
<b>Advertised:</b> 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 <b>Not applicable in this case</b> <u>BMT</u> Please initial one.

**Summary Explanation/Background:**

At its March 16, 2016 meeting, the Town Commission approved by Resolution 12-03-16 the Lake Park Harbor Marina Market Study and Business Plan which contains several recommendations for making the Lake Park Harbor Marina a sustainable and profitable marine facility which will serve the boating public and provide the Town of Lake Park and its residents with a consistent financial contribution. Among such recommendations were the following for immediate implementation:

- To change the current practice with regard to early lease termination; and
- To amend the current Lake Park Harbor Marina Dockage Agreement.

The purpose of this agenda item is two-fold, as follows:

- First, it is to revise the Lake Park Harbor Marina Dockage Agreement to require that Tenants who sign an annual, seasonal or monthly Agreement and who fail to remain in the Marina for the entire term of their Agreement shall have their invoices recalculated to the highest appropriate rate. The recalculated rate shall be: the difference between the annual rate adjusted to the monthly rate; or, the seasonal rate adjusted to the monthly rate; or, the monthly rate adjusted to the daily rate, beginning from the commencement date of the Agreement.
- Secondly, it is to revise the Lake Park Harbor Marina Dockage Agreement to make additional substantive changes, which are set forth in the attached document in redline format, paramount among which is the inclusion of a late fee, and the revision of the policy regarding living aboard boats in order to comply with the Town Code.

**Recommended Motion: I move to approve the revisions to the Lake Park Harbor Marina Dockage Agreement.**

# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant referenced in paragraph 1 agrees to the terms and conditions contained herein pertaining to the dockage of the vessel referenced in paragraph 2 at the Marina. As follows:

## 1. TENANT:

Owner Name(s): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone (w/Area Code): \_\_\_\_\_

Email: \_\_\_\_\_

Emergency (Name)-Contact: \_\_\_\_\_

Cell Phone (w/Area Code): \_\_\_\_\_

Email: \_\_\_\_\_

## 2. TENANT'S VESSEL: (certified copy of title indicating ownership must be submitted with this Dockage Agreement)

Vessel Name: \_\_\_\_\_ Make: \_\_\_\_\_ Year: \_\_\_\_\_

Registration/Documentation No. \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

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

Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date \_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

## 4. DOCKAGE TERM:

Monthly \_\_\_ Annual \_\_\_ Lease Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Vessel Use: Personal:        Commercial:        Slip Assignment: \_\_\_\_\_

**LAKE PARK HARBOR MARINA  
DOCKAGE AGREEMENT  
REVISED 6/01/2016  
Previous editions obsolete**

Initialed by Vessel Owner: \_\_\_\_\_



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

## 5. MARINA CHARGES:

The Tenant shall promptly pay to the Town when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to Tenant's the Vessel, and anyas well as other sums billed to the Tenant by the Townowed in connection with use of the Marina and its facilities, regardless of who incurred the charges on behalf of the Tenant.

A late fee of 1.5% per month (annualized to 18.0% per annum) of the amount then due will be assessed for all charges which are more thanbalances over 30 days past due. Tenant agrees that the late fee is a reasonable estimate of the extra administrative expenses incurred by Town in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.

Fuel discounts are provided at such rates as may be approved by the Town Commission by Resolution from time to time.

### FOR MARINA OFFICE USE ONLY

Dockage charges: \$ \_\_\_\_\_ Sales tax: \$ \_\_\_\_\_

Utility fee: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Visa MC Amex (please circle one)

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

**Parking Pass No.:** \_\_\_\_\_ **Parking Pass No.:**  
\_\_\_\_\_

By signing this Agreement, Tenant hereby authorizes the Town to charge \$25.00 to Tenant's account for Tenant's failure to return any Marina property.

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

**LAKE PARK HARBOR MARINA  
DOCKAGE AGREEMENT  
REVISED 6/01/2016  
Previous editions obsolete**

**Initialed by Vessel Owner:** \_\_\_\_\_



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

It is understood and agreed that this Agreement is for the above described ~~∅~~Vessel only and is personal to the Owner of the Vessel, whether that owner be an individual or a corporation, limited liability or other corporate entity. This Agreement is not Assignable or transferable to any other person or entity, nor is it assignable in the event of the sale of stock assets or interests of a corporation, Limited Liability Company or other corporate entity which owns the Vessel. Further, all or a portion of the dockage space may not be sublet or assigned to a third party or entity. Use or occupancy of the Vessel is restricted to the Tenant~~owner~~ and his or her family, paid crew and bona fide guests while located in the Marina.. Tenant~~owner~~ agrees to advise the Town of any legal change or ownership or rental of the Vessel, or of a change in ownership of the corporate entity while subject to the Agreement no later than 24 hours following such change. Part ownership of a ~~∅~~Vessel does not in any way imply an obligation on the part of the Town to furnish dockage to any of the partners other than the original signatory~~er~~ of this Agreement if the partnership is dissolved for any reason whatsoever.

The Town reserves the right to rent or use the docking slip or slips that are ~~is or are~~ unoccupied for any period exceeding 24 hours. The Tenant shall not be entitled to any reduction in rental fees under this Agreement in the event the Town uses the docking space assigned to the Tenant. The Tenants and operators of any ~~∅~~Vessel shall advise the Marina Director of their estimated time of return to the docking slip at their time of departure. Tenants and operators of any ~~∅~~Vessel with annual, seasonal or monthly status are required to give 48 hours' notice of their return. If Tenant fails to provide Town with 48 hours' notice] of the Vessel's return date, then Tenant agrees that the Town, in its sole discretion reserves the right to assign the Vessel, upon its return to another docking slip or slips of similar size.

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

9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

and local regulations. The Tenant shall not create any wake in Marina waters. Tenant ~~iss-are~~ responsible for any damage caused by wakes from ~~its v~~Vessel's operation. ~~No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel as described above. Only bona fide tenders which normally reside aboard or are normally towed may be tied alongside or astern of the vVessel, but tenders may not protrude beyond the limits of the slip. Tenders may not be left alone or unattended for any period without permission of the Marina Director of designated staff.~~

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

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

12) The Town is authorized to move ~~or request the Tenant to move~~ the Vessel at any time should the Town determine, in its sole judgment that ~~this is necessary in order for~~ the Town ~~needs~~ to make repairs to or within the Marina, ~~ais~~ necessary for any Marina operations, or for any other reason the Town deems necessary to the safe and efficient operation of its Marina. In such event, the Town shall not be deemed or construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Tenant hereby acknowledges and agrees that in such instances the Town's movement of the Vessel is at all times for the convenience of the Tenant, for the safety of the Vessel, ~~or for~~ the safety of other vessels, ~~or for the efficient or safe operation of the Marina.~~ ~~Tand that~~ the Town is authorized to ~~move vessels within the Marina~~ ~~do so~~ without any liability on the part of the Town, regardless of the cause, specifically including, but not limited to, the negligence of the Town and/or its agents, servants or employees. ~~Should it become necessary for the Town to move the Vessel, the Tenant agrees to pay the Town's administrative fees, or any contractor or towing fees incurred by the Town to move the vVessel plus administrative and staff charges if it becomes necessary for the Town to move the vVessel on the Tenants behalf.~~



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

15) Regardless of the dockage term as set forth in paragraph 45 above, the charges for dockage rate and ~~such any~~ other charges as the Town may establish for its Marina facilities and services referenced hereinabove shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

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

17) ~~Living aboard the Vessel is strictly prohibited.~~ The permanent use of boats for habitation is prohibited within the Marina. Short term habitation on boats may be allowed with the prior written approval of the Marina Director.

18) The Tenant hereby agrees that the slip assigned to Tenant for dockage shall be used at the Tenant's and the Tenant's guests and invitees sole risk.



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

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



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

232) The ~~TownMarina~~ shall have a ~~liena lien~~ against the above described ~~v~~Vessel, her ~~appurteneesappurtenances~~ and contents, for unpaid sums due under this ~~A~~agreement and for use of dock facilities or services, or damage caused or contributed to or by above ~~v~~Vessel or by ~~t~~Tenant, or his agents, employees and guests, to any dock and property or person of the ~~m~~Marina, its employees and agents. ~~The TownMarina~~ shall have a right to all remedies available to ~~it~~Marina, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against ~~v~~Vessel as described under the Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of ~~the TownMarina~~ as ~~the~~ substitute custodian in any proceeding commenced by ~~TownMarina~~ hereunder in the U.S. District Court and agrees to pay ~~TownMarina~~ for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said ~~v~~Vessel ~~shall~~will be responsible for all collection fees ~~plus in addition to~~ principle balances ~~owed~~ and taxes. If the ~~v~~Vessel is arrested through an "In Rem" proceeding the Tenant ~~sh~~will be responsible for all ~~reasonable attorney fees, and~~ costs, including but not limited to, ~~Federal~~ Marshall fees, Substitute Custodial fees, ~~Reasonable AttorneysAttorney's~~ fees, ~~and~~ Court costs and interest.

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

23) In the event that the Town ~~is requiredretains legal counsel~~ to enforce the terms of this Agreement ~~or in other than litigation proceedings, such as~~ to collect any ~~charges, including past due chargesmonies owed hereunder, the Tenant shall reimburse~~ the Town ~~shall be entitled to recover for~~ the attorney's fees and costs it incurs ~~by the Town~~ in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, ~~including those incurred prior to suit, and~~ through the appellate levels.



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

265) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration of the Term, or pursuant to the~~other~~ termination of this Agreement, or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Tenant by execution of the Agreement authorizes the Town ~~shall have the right~~ to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any ~~∓~~Vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the ~~∓~~Tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other ~~charges~~amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related ~~charges fees and costs~~ are paid in full to the Marina.

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

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

298) Noise ~~shall~~must be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise. Rigging shall be secured to prevent slapping. Masts with self-storing sails shall~~are required to have stoppers.~~

3029) The extent of ~~∓~~Vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No

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LAKE PARK HARBOR MARINA

DOCKAGE AGREEMENT

REVISED 6/01/2016

Previous editions obsolete

Initialed by Vessel Owner: \_\_\_\_\_



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of slip area by the Tenant is ~~permitted~~allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any ~~v~~Vessels docked at the Marina without the express written authorization of the Marina Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

340) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all ~~v~~Vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Bait freezers, fish boxes and coolers are not allowed to be stored on walkways, docks or finger piers. Tenant ~~shall agree not to~~ not acquire or install a ~~deck box~~dock box unless it is approved in advance by the Marina Director. Tenant hereby authorizes the mMarina Director or his designee to remove any unauthorized items.

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

332) The Tenant shall maintain the Vessel in "ship's shape" at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all ~~v~~Vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

343) Advertising for charter ~~v~~Vessels moored at the mMarina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the mMarina premises is not permitted.

354) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, as determined by the Marina Director in his sole discretion shall be sufficient cause for the immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

365) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and ~~t~~Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period. In the event of impending severe weather, as described above, or other emergency conditions as determined by the ~~Town's~~ Marina Director or, the Town, in its sole discretion, reserves the right to move or evacuate the Vessel, or take such other actions as the Town



# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

or Marina Director deems appropriate at Tenant's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY THE TOWN, OR THE MARINA DIRECTOR, AND THE TOWN SHALL NOT BE DEEMED A BALEE OF THE VESSEL. Tenant agrees to reimburse Town for any and all cost it incurs on Tenant's behalf in emergency situations.

**NOTICE TO VESSEL OWNERS: The Town hereby informs you in the event you fail to remove your Vessel from the Town's Marina promptly after the issuance of a tropical storm warning or hurricane watch for south Florida, from Cape Canaveral through the Florida Keys, in accordance with Florida State Statute Section 327.59, the Town, its employees or agents is authorized to remove your Vessel, provided the Town determines it can reasonably do so if reasonable from its dock slip or slips or to take any reasonable actions deemed appropriate by the Town, its employees or agents in order to better secure Tenant's Vessel and to protect Marina property, private property, and the environment. Tenant is further notified that you may be charged with a reasonable fee for labor and materials or any fees associated with any such action. The Town shall have no liability for damage to property or person resulting from these actions.**

376) If Tenant shall hold over or fail to remove his Vessel after the expiration of the Agreement, the Town may at Agreement shall, at Marina it's option, be deemed to be deem the Agreement to be automatically renewed for a like termsame period on the same terms and conditions. If the Townmarina shall elects not to renew this Agreement, Tenant after delivery of notice to the TownMarina, shall be liable to the Marina, in addition to any and all other amounts due hereunder, for double the dockage amount due hereunder until the Vessel is removed as well as the cost and expenses incurred by Marina in removing the Vessel, including, but not limited to reasonable attorney's fees and costs.

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

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

4039) ) Tenants who sign an annual, seasonal or monthly Agreement and who fail to remain in the Marina for the entire term of their Agreement shall have their invoices recalculated to the highest appropriate rate. The recalculated rate shall be: the difference between the annual rate adjusted to the monthly rate; or, the seasonal rate adjusted to the monthly rate; or, the monthly rate adjusted to the daily rate, beginning from the commencement date of the Agreement.

# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

TOWN OF LAKE PARK

TENANT

By: \_\_\_\_\_  
Marina Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. Tab 11

Agenda Title: Revision of the Lake Park Harbor Marina Transient Dockage Agreement

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 5-13-16

Name/Title *Bonnie McMillon*  
HUMAN RESOURCES DIRECTOR

<p><b>Originating Department:</b></p> <p>Town Manager</p>	<p>Costs: \$ -0-</p> <p>Funding Source:</p> <p>Acct. # <u>N/A</u></p> <p><input checked="" type="checkbox"/> Finance <u><i>BKR</i></u></p>	<p><u>Attachments:</u></p> <p>Copy of Revised Lake Park Harbor Marina Transient Dockage Agreement; and, Copy of Current Lake Park Harbor Marina Transient Dockage Agreement</p>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p><b>Not applicable in this case</b></p> <p><u>BMT</u></p> <p>Please initial one.</p>

**Summary Explanation/Background:**

As part of a previous agenda item for this June 1, 2016 Commission meeting, staff presented to the Commission for approval a revised Lake Park Harbor Marina Dockage Agreement (for dockage use consisting of more than ten days). In preparing the revised Dockage Agreement, staff determined that the Lake Park Harbor Marina Transient Dockage (for short term dockage use consisting of one to ten days only) needed to be substantially revised utilizing some, but not all, of the provisions set forth in the Dockage Agreement.

The purpose of this agenda item is to approve the revised Lake Park Harbor Marina Transient Dockage Agreement.

**Recommended Motion: I move to approve the revised Lake Park Harbor Marina Transient Dockage Agreement.**

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**

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

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant referenced in paragraph 1 agrees to the terms and conditions contained herein pertaining to the dockage of the vessel referenced in paragraph 2 at the Marina:

**1. TENANT:**

Owner Name(s): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone (w/Area Code): \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Cell Phone (w/Area Code): \_\_\_\_\_

Email: \_\_\_\_\_

**2. TENANT'S VESSEL:** (certified copy of title indicating ownership must be submitted with this Dockage Agreement)

Vessel Name: \_\_\_\_\_ Make: \_\_\_\_\_ Year: \_\_\_\_\_

Registration/Documentation No. \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

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

Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

**PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE TENANT SHALL PROVIDE THE MARINA DIRECTOR WITH A COPY OF AN INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS LIABILITY COVERAGE FOR THEIR VESSEL.**

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT  
(For Short Term Dockage Use Consisting of One to Ten Days Only)**

**FOR MARINA OFFICE USE ONLY**

**Rate: \$2.00 per foot per day**

**Shore Power: 30 amp \$6.00 per day. 50 amp \$8.00 per day**

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_ No. of Nights: \_\_\_\_\_

Dockage charges: \$ \_\_\_\_\_ Sales tax: \$ \_\_\_\_\_

Utility fee: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Visa MC Amex (please circle one)

Electronic Entry Card No(s): \_\_\_\_\_

**Items borrowed from the Marina must be returned directly to the Marina staff prior to departure. By signing this Agreement, Tenant hereby authorizes the Town to charge \$25.00 to Tenant's account for Tenant's failure to return any Marina property.**

**CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE IN ADVANCE UPON THE EXECUTION OF THIS AGREEMENT**

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**

- 4) The Tenant represents that information contained in this Agreement is true, correct and accurate and shall update the information contained herein. If there is more than one owner of a Vessel, then the obligations and liabilities of the owners shall be joint and several.
- 5) It is understood and agreed that this Agreement is for the above described Vessel only and is personal to the Owner of the Vessel, whether that owner be an individual or a corporation, limited liability or other corporate entity. This Agreement is not Assignable or transferable to any other person or entity, nor is it assignable in the event of the sale of stock assets or interests of a corporation, Limited Liability Company or other corporate entity which owns the Vessel. Further, all or a portion of the dockage space may not be sublet or assigned to a third party or entity. Use or occupancy of the Vessel is restricted to the Tenant and his or her family, paid crew and bona fide guests while located in the Marina. Tenant agrees to advise the Town of any legal change or ownership or rental of the Vessel, or of a change in ownership of the corporate entity while subject to the Agreement no later than 24 hours following such change. Part ownership of a Vessel does not in any way imply an obligation on the part of the Town to furnish dockage to any of the partners other than the original signatory of the Agreement if the partnership is dissolved for any reason whatsoever.
- 6) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenant is responsible for any damage caused by wakes from its Vessel's operation. Only bona fide [tenders] which normally reside aboard or are normally towed may be tied alongside or astern of the Vessel, but tenders may not protrude beyond the limits of the slip. Tenders may not be left alone or unattended for any period without permission of the Marina Director of designated staff.
- 7) The Tenant shall comply with any and all applicable maritime laws, statutes, codes/ordinances, laws, rules and regulations of the Town, the state of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.
- 8) Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, the Tenant shall be subject to such fines, or such other civil and criminal penalties as may be imposed by the Town and/or any other governmental authorities with jurisdiction. The Tenant and/or any other person on the Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant agrees to pay the Town's reasonable fees for Town staff, or its agents' labor and materials to administer first responder clean up actions. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation,

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**LAKE PARK HARBOR MARINA TRANSIENT**

**DOCKAGE AGREEMENT**

**Initialed by Vessel Owner: \_\_\_\_\_**

**REVISED 6/01/2016**

**Previous editions obsolete**

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**

generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

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

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

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

12) Short term habitation on boats may be allowed with the prior written approval of the Marina Director.

13) The Tenant hereby agrees that the Slip assigned to Tenant for dockage shall be used at the Tenant's and the Tenant's guests and invitees sole risk.

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

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT  
(For Short Term Dockage Use Consisting of One to Ten Days Only)**

15) The Town shall have a lien against the above described Vessel, her appurtenances and contents, for unpaid sums due under this Agreement and for use of dock facilities or services, or damage caused or contributed to or by above Vessel or by Tenant, or his agents, employees and guests, to any dock and property or person of the Marina, its employees and agents. The Town shall have a right to all remedies available to it, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against Vessel as described under the Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of the Town as the substitute custodian in any proceeding commenced by Town hereunder in the U.S. District Court and agrees to pay Town for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said Vessel shall be responsible for all collection fees in addition to principle balances owed and taxes. If the Vessel is arrested through an "In Rem" proceeding the Tenant shall be responsible for all reasonable attorney fees, and costs, including but not limited to, Federal Marshall fees, Substitute Custodial fees, fees, and Court costs and interest.

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

16) In the event that the Town is required to enforce the terms of this Agreement in other than litigation proceedings, such as to collect any charges, including past due charges, the Town shall be entitled to recover the attorney's fees and costs it incurs in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, through the appellate levels.

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



**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**

Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.

18) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration of the Term, or pursuant to the termination of this Agreement, or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Tenant by execution of the Agreement authorizes the Town to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any Vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the Tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other charges due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related charges are paid in full to the Marina.

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

20) Tenant shall notify the Marina by communication to the Marina Director's Office, either by written or electronic communication when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its Vessel by third parties and/or outside contractors shall be limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

21) Noise shall be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise. Rigging shall be secured to prevent slapping. Masts with self-storing sails shall have stoppers.

22) The extent of Vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is permitted and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any Vessels docked at the Marina without the express written authorization of the Marina

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**

Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

23) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all Vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Bait freezers, fish boxes and coolers are not allowed to be stored on walkways, docks or finger piers. Tenant shall not acquire or install a dock box unless it is approved in advance by the Marina Director. Tenant hereby authorizes the Marina Director or his designee to remove any unauthorized items.

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

25) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, as determined by the Marina Director in his sole discretion shall be sufficient cause for the immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

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

**NOTICE TO VESSEL OWNERS:** The Town hereby informs you in the event you fail to remove your Vessel from the Marina promptly after the issuance of a tropical storm warning or hurricane watch for south Florida, from Cape Canaveral through the Florida Keys, in accordance with Florida State Statute Section 327.59, the Town, its employees or agents is authorized to remove your Vessel, provided the Town determines it can reasonably do so from its Slip or Slips or to take any reasonable actions deemed appropriate by the Town, its employees or agents in order to secure Tenant's Vessel and to protect Marina property, private property, and the environment. Tenant further notified that you may be charged

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**LAKE PARK HARBOR MARINA TRANSIENT**

**DOCKAGE AGREEMENT**

Initialed by Vessel Owner: \_\_\_\_\_

**REVISED 6/01/2016**

**Previous editions obsolete**

**Page 7 of 8**

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE  
AGREEMENT**

**(For Short Term Dockage Use Consisting of One to Ten Days Only)**  
with a reasonable fee for labor and materials or any fees associated with any such action. The Town shall have no liability for damage to property or person resulting from these actions.

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

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

**TOWN OF LAKE PARK**

**TENANT**

By: \_\_\_\_\_  
Marina Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CURRENT AGREEMENT



**TRANSIENT DOCKAGE AGREEMENT**

SLIP SIZE: \_\_\_\_\_  
SLIP NUMBER: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_  
Address \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Vessel Name: \_\_\_\_\_ Hull Color: \_\_\_\_\_  
Registration/Documentation No. \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
Power: \_\_\_\_\_ Sail: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
Shore Power: \_\_\_30 amp \_\_\_50amp

**DOCKAGE TERM:**

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_ # Nights; \_\_\_\_\_

**RATE- \$2.00** per foot per day

**SHORE POWER- 30 amp \$6.00** per day/ **50 amp \$8.00** per day

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Visa MC Amex

**CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE IN ADVANCE**

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

**TENANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant/Vessel Owner or Authorized Agent

**Borrowed items must be returned upon departure, or your credit card will be charged.**

Access Card(s): \_\_\_\_\_ Power Cord: \_\_\_\_\_ 30-110 Adapter: \_\_\_\_\_ 50/30 Adapter: \_\_\_\_\_  
(\$10 Per card) (\$125) (\$75) (Pigtail-\$225 Y-Cord-\$350)

Access Card(s) Number: \_\_\_\_\_

**Please initial to indicate receipt of items indicated above:**

**TENANT:** \_\_\_\_\_

# TAB 12





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. Tab 12

Agenda Title: County Interlocal Agreement One Cent Sales Tax Increase Update

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 5-25-16

John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	<b>Costs:</b> Funding Source: General Fund Acct. # _____ <input type="checkbox"/> Finance _____	<b>Attachments:</b> <input checked="" type="checkbox"/> County Interlocal Agreement One Cent Sales Tax.
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Commission requested reconsideration of a new proposed sales tax agreement which, is pending acceptance from local jurisdictions in Palm Beach County. The changes include the elimination of the Arts Council/Economic Development from a share in the One Cent Sales Tax. The School Department will receive ½ cent or Fifty-Percent. The County will share in Thirty-Percent and local municipalities will share in Twenty-Percent. There is a new sunset provision that may end the surtax earlier than Ten years if the sales tax revenue if \$2.7 billion in revenue from the tax is realized sooner than Ten years. Finally, the municipalities together will decide on the composition or make-up of an oversight committee to monitor how the funds are spent. Oversight usually means that funds are spent first and then reviewed to determine if such funds were spent in accordance with each municipality's submitted infrastructure plan. Only twenty

of the 33 communities have submitted plans to date. The Palm Beach County League of Cities maybe an oversight entity considered by the municipalities.

There is NOT a claw back provision in the attached agreement if funds are not spent according to the Infrastructure Plans submitted to the Palm Beach County League of Cities.

**Recommended Motion:** Move to support the One Cent Sales Tax as recently amended and accepted by the School Committee and the County Commission.

**INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY** (“County”), a political subdivision of the State of Florida, **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the state of Florida (“School Board”), and the signatory municipalities (collectively referred to hereinafter as “**MUNICIPALITIES**”):

**WITNESSETH:**

**WHEREAS**, pursuant to section 212.055(2), Florida Statutes (2015), the County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax (“Surtax”) upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016; and

**WHEREAS**, the Municipalities are located within Palm Beach County, are eligible to receive a portion of the Surtax, represent a majority of the County’s municipal population, and desire to jointly establish with the County the distribution formula for the proceeds of the Surtax in accordance with section 212.055(2)(c)(1), Florida Statutes (2015); and

**WHEREAS**, section 212.055(2)(c)(1), Florida Statutes (2015), provides that this Agreement may include a school district with the consent of the county governing authority and



the governing bodies of the municipalities representing a majority of the county's municipal population; and

**WHEREAS**, the parties to this Agreement desire to work together in order to promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to providing improvements to district-owned school buildings, equipment, technology and security; purchasing school buses; repairing, constructing and equipping roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and purchasing public safety vehicles and equipment; and

**WHEREAS**, the parties to this Agreement shall each be responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity.

**NOW THEREFORE**, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged set forth herein, the parties agree as follows:

**SECTION 1. RECITALS.**

The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

**SECTION 2. TERM.**

This Agreement shall become effective when approved by the governing bodies of the County, the requisite number of Municipalities, and the School Board pursuant to section 212.055(2)(c)(1), Florida Statutes (2015). This Agreement shall remain in effect for the life of the Surtax imposed pursuant to the County Ordinance imposing the Surtax (the "Ordinance")

and until all Surtax Proceeds, as defined in Section 3 below, are expended by the respective parties.

**SECTION 3. DISTRIBUTION PERCENTAGES.**

(a) The Surtax Proceeds, defined as the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses pursuant to section 212.055(2), Florida Statutes (2015), derived from the Surtax levied and imposed by the County shall be distributed by the Department of Revenue directly to the parties to this Agreement as follows:

Palm Beach County	30.0%
School Board of Palm Beach County, Florida	50.0%
Municipalities within Palm Beach County	20.0% (to be divided proportionately among them based on population in the manner as set forth in Section 218.62(3), Florida Statutes; provided that the County's share received shall be as described herein and not pursuant to Section 218.62, Florida Statutes).

(b) Distribution of the Surtax Proceeds hereunder shall be made monthly by the Department of Revenue from the Discretionary Surtax Clearing Trust Fund directly to the County, the Municipalities, and the School Board as to their respective shares of Surtax Proceeds during the term of this Agreement commencing on or about January 2017 and each month thereafter during the term of this Agreement.

**SECTION 4. USE OF SURTAX PROCEEDS.**

The parties to this Agreement each certify that all Surtax Proceeds shall be expended

only as permitted by section 212.055(2), Florida Statutes and the ballot language of the November 8, 2016 referendum. The County, the Municipalities, and the School Board shall each be separately responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity. Any future revisions of the resolution(s) of the individual parties shall not require an amendment to this Agreement or the joinder and consent of the other parties.

**SECTION 5. CREATION OF CITIZEN OVERSIGHT COMMITTEES.**

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees (“Committee” or collectively “Committees”) to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall annually provide a report to the governing board of the entity which created it for acceptance.

(d) Committee members shall receive no compensation for the performance of their duties.

(e) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the

Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

**SECTION 6. MUTUAL COOPERATION.**

Each party agrees to work cooperatively and in good faith, individually and collectively, with the other parties to this Agreement on matters that are included and beyond the scope of this Agreement.

**SECTION 7. MISCELLANEOUS.**

(a) This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to Surtax.

(b) Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

(c) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(d) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request

served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

(e) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

(f) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

(g) A copy of this Interlocal Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, upon its execution by all parties hereto.

#### **SECTION 8. TERMINATION.**

This Interlocal Agreement shall automatically terminate and be null and void in the event that any one of the following events occurs. Termination of this Interlocal Agreement pursuant to this Section shall result in the ballot question referenced herein not appearing on the November 8, 2016 General Election Ballot.

(a) The Board of County Commissioners does not enact the Ordinance as presented and revised on first reading on May 3, 2016 and amended to include an early termination

provision, on or before June 7, 2016, that provides as follows: Alternatively, this Ordinance shall “sunset” in the event that the total aggregate distributions of Surtax proceeds equal or exceed the amount of \$2,700,000,000 on or before September 1 of any year during the term of this Ordinance, in which event the Board shall take all necessary action to repeal this Ordinance and notify the Florida Department of Revenue prior to the applicable deadline so that the Surtax will not continue for the following calendar year.; or

(b) Municipalities representing a majority of the County’s municipal population do not approve this Interlocal Agreement on or before June 10, 2016; or

(c) The Board of County Commissioners or any municipality required to achieve a majority of the County’s municipality population approves an amendment to this Interlocal Agreement or rescinds its approval thereof prior to the date of the final approval of the Ordinance by the Board of County Commissioners on or before June 10, 2016; or

(d) The Board of County Commissioners, prior to the date of the referendum, amends the Ordinance in any substantive way from the version enacted as described in (a) above.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have caused this Local Government Infrastructure Surtax Interlocal Agreement to be duly executed in counterparts by their respective and duly authorized officers as of the date set forth above.

**PALM BEACH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mary Lou Berger  
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller  
Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney



**THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chuck Shaw, Chairman

By: \_\_\_\_\_  
Robert M. Avossa, Ed.D., Superintendent

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
School Board Attorney

**CITY OF \_\_\_\_\_, FLORIDA**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_