



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 29, 2020, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **SPECIAL PRESENTATIONS/REPORTS**
None
- D. **PUBLIC COMMENT:**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to

complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of January 8, 2020. Tab 1

2. Resolution No. 05-01-20 Authorizing the Mayor to Sign the Town Manager's Amended Contract retroactive to May 1, 2019. Tab 2

F. BOARD MEMBERSHIP:

3. Nomination Applicant for Tree Board as a Regular Member. Tab 3

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

4. Ordinance No. 01-2020 Amending Article V of Chapter 78 to Create New Supplementary Regulations Pertaining to the Implementation of Security Measures for Certain Businesses. Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE V OF CHAPTER 78 OF THE TOWN CODE TO CREATE NEW SUPPLEMENTARY REGULATIONS AT SECTION 78-154 PERTAINING TO THE IMPLEMENTATION OF SECURITY MEASURES FOR CERTAIN TYPES OF BUSINESSES; PROVIDING FOR PENALTIES FOR THOSE BUSINESSES WHICH FAIL TO COMPLY WITH THE PROVISIONS CONTAINED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Ordinance No. 02-2020 Updating the Capital Improvement Element of its Comprehensive Plan. Tab 5

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

H. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None

I. OLD BUSINESS:

6. Discussion of the Traffic Engineering Proposal, Including Review of Speed Limits, Traffic Calming Policy Development, and Other Items. Tab 6

J. NEW BUSINESS:

7. Teak Drive Speed Study Analysis. Tab 7

8. Resolution No. 06-01-20 Amending Exhibit A of the Palm Beach County Interlocal Agreement for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (PBCISS) to Add 2 new Locations, Lake Shore Park and Lake Park Marina Office. Tab 8

9. Resolution No. 07-01-20 Authorizing and Directing the Town Manager to Proceed with the Procurement of a 2020 Tymco Model 600 Street Sweeper Truck. Tab 9

10. Resolution No. 08-01-20 Fiscal Year End 2018/2019 Budget Adjustments Tab 10

11. Resolution No. 09-01-20 Fiscal Year 2019/2020 Budget Adjustment for the Marina Fund Tab 11

12. Resolution No. 10-01-20 Fiscal Year 2019/2020 Budget Adjustment for the Sanitation Fund Tab 12

K. PUBLIC COMMENT:

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L. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

M. REQUEST FOR FUTURE AGENDA ITEMS:

N. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on February 5, 2020

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. Tab 1

Agenda Title: Regular Commission Meeting Minutes of January 8, 2020

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

Approved by Town Manager

Date: 1-22-2020

Shaquita Edwards, Deputy Town Clerk

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

Recommended Motion: To approve the Regular Commission Meeting Minutes of January 8, 2020.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 8, 2020, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
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- C. **SPECIAL PRESENTATIONS/REPORTS**
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1. Regular Commission Meeting Minutes of December 18, 2019 Tab 1
2. Resolution No. 01-01-20 Authorizing and Directing the Mayor to Execute the Final Amendment to the Town's Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma Tab 2

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

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:

3. Resolution No. 02-01-20 Award of Agreement for Tennis Center Management and Maintenance Services between the Town of Lake Park and the Pickelball Athletics Club (Request for Proposal 110-2019). Tab 3
4. Fourth Amendment to the Town Manager's Employment Contract . Tab 4
5. Resolution No. 03-01-20 Fiscal Year 2019/2020 Budget Adjustment. Tab 5
6. Electronic Records Retention Using Laserfiche Subsidiary MCCi Solutions. Tab 6
7. Setting the Accessory Dwelling Units Public Workshop Date and Setting the C-3 Northlake Promenade/Twin City Mall Public Workshop Date. Tab 7
8. Resolution No. 04-01-20 Authorizing and Directing the Town Manager to Execute Payment for the Abatement Costs associated with 406 East Ilex Drive in the Town of Lake Park. Tab 8

I. PUBLIC COMMENT:

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J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on January 29, 2020



Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, January 8, 2020, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 8, 2020, at 6:30 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John O. D’Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor Michael O’Rourke arrived at 6:34 p.m.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

None

PUBLIC COMMENT:

None

Town Manager D’Agostino requested to reorder the agenda to address New Business items 3, 4, and 6 prior to the Consent Agenda.

Motion: Commissioner Linden moved reorder the agenda to address New Business items 3, 6, and 4 prior to the Consent Agenda; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0

NEW BUSINESS:

3. Resolution No. 02-01-20 Award of Agreement for Tennis Center Management and Maintenance Services between the Town of Lake Park and the Pickleball Athletics Club (Request for Proposal 110-2019).

Town Manager D’Agostino explained that he and Town Attorney Baird recommend the rejection of all submittals received in response to Request for Proposals (RFP) Number 110-2019 and re-advertise the project per the following.

- Town Attorney Baird suggested that one of the proposals offered additional services, not solicited by the RFP. He explained that the RFP solicited for Tennis Center Management and Maintenance Services, but did not allow for alternative submittals.

Town Manager D’Agostino explained that two submittals were received: (1) Pickleball Athletics Club, (2) Itamar B. Macedo. He explained that the Evaluation Committee recommended the submittal of Pickleball Athletics Club. He restated the aforementioned recommendation of Town Attorney Baird to re-advertise the RFP for the inclusion of tennis related activities.

Motion: Vice-Mayor Glas-Castro moved to reject all bids and issue a new Request for Proposals as outlined by Town Manager D’Agostino; Commissioner Flaherty seconded the motion.

Commissioner Michaud asked for clarification of the RFP re-advertisement. Town Manager D’Agostino explained that staff would re-advertise the RFP for Tennis Center Management and related activities (e.g., Pickleball).

Town Manager D’Agostino read the following from the RFP Advertisement: The Town of Lake Park desires to engage the services of a Tennis Professional/Organization or a Professional/Organization of a similar sport to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC). He explained that the proposal did not specify similar sports as an alternative.

Mayor O’Rourke expressed his concerns, and explained that he did not believe Pickleball was similar to Tennis. He thanked members of the audience for their attendance.

Town Manager D’Agostino explained that the RFP would be re-advertised, and he advised all parties adhere to the Cone of Silence. He explained that the Cone of Silence supports a clear and unobstructed evaluation of forthcoming proposals.

Mayor O’Rourke announced that he had received Public Comment Cards, and that the item would be brought before the Commission at a future meeting. He welcomed audience members whom wanted to speak. He explained that the RFP would be re-advertised and Public Comments would be welcomed at a future Commission Meeting.

PUBLIC COMMENT:

Pamela Doherty, 5480 North Ocean Drive, Riviera Beach, Florida, 33403. Ms. Doherty recommended that the Commission assess how they would complete the evaluation process with regard to the comparison of Tennis and Pickleball.

Mayor O’Rourke announced that the Commission had not voted on the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke		X	

Motion passed 4-1.

6. Electronic Records Retention Using Laserfiche Subsidiary MCCi Solutions.

Town Manager D'Agostino explained that according to Town Attorney Baird, the attachments within agenda item number 6 were not that of a contractual agreement for scanning services. He explained that he would request a contractual agreement between the Town of Lake Park and MCCi Solutions for review by Town Attorney Baird. He announced that the item would appear on the January 29, 2020 Regular Commission Meeting Agenda.

4. Fourth Amendment to the Town Manager's Employment Contract

Town Manager D'Agostino explained that the item could move forward if the Commission were in support of the terms of the amended contract. He explained that a Resolution was not included within the Agenda Item. He explained that per Town Attorney Baird the Commission was allowed to approve the current item, and the Resolution may be approved at the January 29, 2020 Regular Commission Meeting via the Consent Agenda.

Motion: Commissioner Flaherty moved to approve the Fourth Amendment to the Town Manager's Employment Contract; Commissioner Michaud seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

At 6:56 p.m., Mayor O'Rourke announced that the Commission would recess for 5 minutes. He announced that members of the audience would be provided an opportunity for Public Comments once the meeting reconvened.

The meeting reconvened at 7:03 p.m.

PUBLIC COMMENT:

Randy Gillman, 132 Anchorage Drive South, North Palm Beach, Florida. Mr. Gillman commented in support of the Tennis Center Management Services of Itamar Macedo.

Lilac Silvers, 136 Via Mariposa, Palm Beach Gardens, Florida. Mrs. Silvers commented on behalf of her spouse, Dr. David Silvers, Associate Professor of Neurology. She explained various neurological benefits of playing Tennis for children and adults as supported by scientific research.

Dean Silvers, 136 Via Mariposa, Palm Beach Gardens, Florida. Mr. Silvers commented in support of Tennis Center Management Services of Itamar Macedo. He explained that he volunteered in weekly Tennis lessons for underprivileged children.

Gerry Hart, 4161 South U.S. Highway, suggested that the Commission consider the maximum utilization of the Tennis Center. He commented in support of a Tennis Center inclusive of Tennis and Pickleball Services.

Stephen Chavkin, 8515 Damascus Drive, Palm Beach Gardens, Florida. Mr. Chavkin commented in support of a Tennis Center inclusive of Tennis and Pickleball Services.

Pamela Doherty, 5480 North Ocean Drive, Riviera Beach, Florida, 33403. Ms. Doherty suggested that the Commission review the evaluation criteria and consider the record of accomplishment, and community involvement for services provided by Itamar Macedo.

David Tabb, 5035 Palmbrooke Circle, West Palm Beach, Florida. Mr. Tabb commented in support of a Tennis Center inclusive of Tennis and Pickleball Services.

Elaine Kraus, 135 Mystic Lane, Jupiter, Florida commented in support of the Tennis Center Management Services of Itamar Macedo.

Jennifer McMahon, 318 Hawthorne Drive, Lake Park, Florida. Ms. McMahon commented in support of a Tennis Center inclusive of Tennis and Pickleball Services.

Mackenzie McMahon, 318 Hawthorne Drive, Lake Park, Florida. Ms. McMahon commented in support of a Tennis Center inclusive of Tennis and Pickleball Services.

CONSENT AGENDA:

- 1. Regular Commission Meeting Minutes of December 18, 2019**
- 2. Resolution No. 01-01-20 Authorizing and Directing the Mayor to Execute the Final Amendment to the Town's Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma**

Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

PUBLIC HEARING – ORDINANCE ON FIRST READING: None

PUBLIC HEARING – ORDINANCE ON SECOND READING: None

NEW BUSINESS:

5. Resolution No. 03-01-20 Fiscal Year 2019/2020 Budget Adjustment.

Town Manager D’Agostino explained that he provided the Commission with an updated Agenda Request Form (ARF) via Budget Revenue/Expenditures (see Exhibit “A”).

Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 03-01-20, Commissioner Michaud seconded the motion.

Commissioner Linden asked for clarification of the proposed expenditure for Laserfiche Services. He explained that the previous estimate of \$114,000.00 was incorrect and that \$101,516.00 was the correct amount. Finance Director Lourdes Cariseo explained that the original estimate was inclusive of funds needed for the setup of Records Retention. She explained that Town Manager D’Agostino requested the revision of the ARF to reflect Laserfiche services.

Discussion ensued regarding Records Retention and services provided by Laserfiche.

Town Clerk Vivian Mendez explained that Staff had been trained per the Towns’ upgrade to Laserfiche Avante. She explained that additional training would be provided to staff upon conversion of electronic records retention.

Commissioner Flaherty questioned if the proposed expenditure for computers were solely for the Information Technology Department. Town Manager D’Agostino explained that the expenditure was for Town-wide computers that had met the 3-5 year cycle.

Vote on Motion:

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

Motion passed 5-0.

7. Setting the Accessory Dwelling Units Public Workshop Date and Setting the C-3 Northlake Promenade/Twin City Mall Public Workshop Date.

Town Manager D’Agostino explained the item; discussion ensued regarding the proposed Workshop Dates. Community Development Director Nadia DiTommaso explained that the C-3 Northlake Promenade/Twin City Mall Public Workshop might take a total of two hours.

Per Consensus, the C-3 Northlake Promenade/Twin City Mall Public Workshop was scheduled for Saturday, January 25, 2020 at 10:00 a.m. Town of Lake Park Commission Chambers, 535 Park Avenue, Lake Park, FL 33403.

Vice-Mayor Glas-Castro asked for methods of communication for Public Notices. Community Development Director DiTommaso explained that notices for the Accessory Dwelling Units Public Workshop would be mailed fourteen days in advance to all single-family properties in the Town of Lake Park. Discussion ensued regarding mailed notices for the Accessory Dwelling Units Public Workshop. Town Manager D’Agostino announced that the Accessory Dwelling Units Public Workshop was tentatively scheduled for February 19, 2020.

8. Resolution No. 04-01-20 Authorizing and Directing the Town Manager to Execute Payment for the Abatement Costs associated with 406 East Ilex Drive in the Town of Lake Park.

Town Manager D’Agostino explained the item and thanked Community Development DiTommaso for her efforts.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 04-01-20, Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC COMMENT:

Pierrette J. Cazeau, 4700 Lucerne Lakes Blvd West Street Unit 604, Lake Worth, Florida. Ms. Cazeau, President and Founder of the Haiti Cholera Research Funding Foundation, Inc. shared the services provided by her Non-Profit Organization (see Exhibit “B”). Mayor O’Rourke thanked Ms. Cazeau for her comment and welcomed her participation for the Census Committee for the Town of Lake Park. Ms. Cazeau declined the offer, but agreed to meet with Town Manager D’Agostino to receive additional information.

James Sullivan, 348 Flagler Blvd., Lake Park, Florida expressed concerns regarding the excess of Carbon Dioxide levels. Mr. Sullivan suggested the planting of additional trees in the Town of Lake Park.

FUTURE AGENDA SUGGESTIONS:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced comments listed within Exhibit "C". With reference to Seacoast Utility Authority Invoice-754 Park Avenue, he explained how impact fees affected Small Businesses. Mayor O'Rourke questioned if the Town had adopted a Resolution in support of the Mobility Fee concepts. Discussion ensued regarding Mobility Fees. Per Consensus, Town Manager D'Agostino was directed to prepare a Resolution in support of the Mobility Fees Concepts and forward the Resolution to the municipalities of Palm Beach County upon adoption.

Commissioner Linden announced that he would collaborate with Music Artist King Kaleeb for the duration of the Martin Luther King Parade in Riviera Beach, Florida on Saturday, January 18, 2020. Mayor O'Rourke commended Mr. Kaleeb for his positive influence and contributions to the Town of Lake Park. He announced that he had met with new residents of the Town of Lake Park and suggested that the Town Establish a Welcome Committee. Town Manager D'Agostino explained that he would meet with staff to determine various forms of outreach for new residents. He announced that Operation Hope would host its Annual Banquet on January 18, 2020 at 5:00 p.m., 535 Park Avenue, Lake Park, Florida.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro provided the Commission with a contact informational booklet for local legislative delegation. She encouraged the Commission to consider Bills to Propose for next year (e.g. Speed Limits). She announced that she had received an email blast for the Town of Lake Park 2020 Census. She asked Town Manager D'Agostino to detail the importance of the impacts of the Census specific to the Town of Lake Park (e.g. Playground Equipment, Restrooms). With reference to the issuance of future RFP's, she asked that the Commission receive notice to adhere to the Cone of Silence.

Mayor O'Rourke wished everyone a Happy New Decade. He expressed his gratitude to the Commission, Staff, and Lake Park Residents. He announced that an article regarding Nautilus 211 would be published in Sunday, January 19, 2020 Edition of the Palm Beach Post.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 8:31 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, CMC

Town Seal

Approved on this _____ of _____, 2020



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 1/8/20 Agenda Item No.

Agenda Title: FISCAL YEAR 2019/2020 BUDGET ADJUSTMENTS

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

Approved by Town Manager *[Signature]* Date: 1-8-2020
 Lourdes Cariseo Finance Director *Lourdes Cariseo*
 Name/Title

Originating Department: FINANCE	Costs: Budget Adjustments Funding Source: <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution,
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _LC Please initial one.

Summary Explanation/Background:

Fiscal Year 2019/2020 received unanticipated revenues in code enforcement on the Opabola property. Unfunded initiatives during the budget process are being considered as necessary expenditures:

	<u>Budgeted Expenditure</u>	<u>Budgeted Revenue</u>
CD front counter/safety glass/door 001-408-63000	\$ 50,000	
Laserfiche, scanning, and move of records retention, 001-106-31000	\$ 101,516	
Laserfiche Configuration Community Develop	\$ 3,895	
IT request for Computers 001-110.51900	\$ 33,589	
Code Violation 001-354.100		\$ 165,960
Interest on Assessments 001-361.130		\$ 23,040
Total amendments to the General Fund	\$ 189,000	\$ 189,000

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

I move to adopt Resolution ____-20.

The staff recommends adjusting the following revenue/expenditure items:

PRICING



Professional Services

PRICING PROPOSAL

1958-A Commonwealth Lane
Tallahassee, FL 32303
850.701.0725
850.564.7496 fax

Complete and return to:
billing@mccinnovations.com

Client Name: Lake Park, FL

Order Date: December 05, 2019

Product Description:

MCCI PROFESSIONAL SERVICES

	Qty.	Cost	NCPA 11-26	Total
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration <i>*Up to 15 Document Types</i> • Filing Workflow will be built to move manually indexed Community Development/Building Department documents from an "intake" folder to a folder in the Laserfiche repository with the address of each property	1	\$4,100.00	\$3,895.00	\$3,895.00
Professional Services Total				\$3,895.00

Total Project Cost

\$3,895.00

All Quotes Expire in 30 Days

Haiti Cholera Research Funding Foundation Inc is Global Humanitarian 501 (C) 3 Non-profit Organization ECOSOC Special 2017 Consultative Status, Youth Observer at the UNEP, United Nations Major Group Children Youth that will conduct research in Africa, Asia, Latin America, and the Caribbean. We will promote and create plan to prevent mortality and mobility of cholera outbreak. We will donate lifestraw to those who cannot access to clean water instead using bleach or other solution that contains bleach that will create chloroform to long term use. HCRFF will also study of those that have diagnosed with non communicable disease and who are affected with the cholera. We will track those that have been vaccinated and observe if they are any chance to decrease the bacteria into their systems.



Exhibit "B"



**Haiti Cholera Research
Funding Foundation Inc.**

**Accredited
ECOSOC Special 2017
International Youth Federation
United Nations Environment Programme
United Nations Convention to Combat Desertification
UN Partnership Declaration
United Nations Major Group Stakeholders**

501 C 3

CH: 56947

Youth Organization

Members/Partners

PMNCH

United Nations Global Compact

UHC2030 Civil Society

UN SDG #ACT4SDG

International Telecommunication Union

NO AFFILIATION WITH HAITI

4700 Lucerne Lakes Blvd West St. 604

Lake Worth Fl. 33467

Phone: (561) 577-2698

Fax: (561) 658-7868

Email: info@hcrff.org

Web: www.hcrff.org

Tax ID: 46-3860027

Copyright 2019

HOURS OF OPERATION:

MONDAY - FRIDAY

9:00 AM - 5:00 PM



Mission Statement

Haiti Cholera Research Funding Foundation Inc is to improve the quality of life through health intervention and related activities that build local capacity in underserved community's worldwide



Services

- Free Transportation
- Free Food & Referral
- Workshop Educational
- Free Wound Care
- HIV Testing Referral
- Beach Cleanups
- Free Maternal Supplies
- Free Health Insurance Enrollment
- Free Hygiene Kits

Programs



Board Members

Pierrette J Cazeau President & Founder



Dr. Christa Dewi Co-Founder Chair



Dr. Suneth B. Agampodi Co-Founder



Mr. Thomas F Huehn Founder & Trustee



Exhibit "C"

TOWN MANAGER COMMENTS

JANUARY 8, 2020 – TOWN COMMISSION MEETING

TOWN GRANTMAKING POLICY PROGRAM

Grant applications for the Town's Small and Large Grant Programs must be submitted to the Town Clerk no later than **5:00 PM on Friday, January 17**, which is next week. No applications will be accepted after that date.

MARTIN LUTHER KING, JR. PARADE

The Town of Lake Park will participate in the City of Riviera Beach Martin Luther King, Jr. Parade on **Saturday, January 18th**. The parade begins at **10:00 am** and will start at the corner of Blue Heron Boulevard and Congress Avenue and travel east down Blue Heron Boulevard towards Avenue L. The Town of Lake Park will be represented by Mayor Michael O'Rourke, Commissioner John Linden and King Khaleeb.

OFFICES CLOSED – MARTIN LUTHER KING, JR. DAY

Town Offices will be closed **Monday, January 20th** in observance of Martin Luther King, Jr. Day. In addition, the Lake Park Public Library will be closed on **Saturday, January 18th**. Sanitation Schedule: There will be Commercial Sanitation Pick up only. Residential sanitation and vegetation pickup will resume on Tuesday, January 21st.

SUNSET CELEBRATION

Sunset Celebration is back! The Town of Lake Park will host its monthly Sunset Celebration on **Friday, January 31st from 6:00 pm – 9:00 pm** at Lake Park Harbor Marina. This month's event will feature live entertainment from *Memory Lane* bringing some of the most popular Motown, 80's soul, Disco and Doo-Wop tunes that will transport you to the wonderful years of yesterday! There will be a full cash bar, happy hour prices, and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.

PROCLAMATION REQUEST

Seeking Commission approval of a Proclamation request from The Alliance for Eating Disorders Awareness for Eating Disorders Awareness Week (**February 23, 2020-February 29, 2020**) to be placed on a future Commission Agenda.

2020 CENSUS

The 2020 Census is underway. The Town has initiated their outreach efforts and is working with Committee Members to schedule a Census Day event for the community. Details are forthcoming. Just a reminder that EVERYONE should and must complete the Census in order to ensure Lake Park is adequately compensated for the population we need to serve in the coming years. Personal information is confidential and Census information is available in several languages. Please contact the Town of Lake Park Community Development Department at (561)881-3319 with any questions.

SPIN&GRILL – A new Turkish restaurant in the Hobby Lobby/Burlington plaza along Northlake Boulevard is scheduled to open within a week or two. They encountered some issues with their grease trap and plumbing, but are close to having all completed. The Community Development Department has been working with the business owner and contractor and requested that they inform us in advance of their grand opening so that it can be attended by Staff/Commission (for those available) and advertised as needed.

754 PARK AVENUE (Dedicated IT) – A meeting is scheduled for **January 24** with everyone involved to discuss the timeline and ensure construction moves forward ASAP.

SEACOAST UTILITY AUTHORITY INVOICE-754 PARK AVENUE

Dedicated IT-754 Park Avenue. The Finance department is holding the invoice prior to payment for Connection Fees in the amount of \$57,944.40

ONE PARK PLACE (801 PARK AVENUE) – Staff has been informed that they are out to bid for contractors to complete the buildout of the ground floor for office/retail/restaurant uses as originally intended. They do not have any end users yet however, their realtor is working on finding some now that 15 of the 20 residential units are filled.

10th STREET/NORTH OF PARK AVENUE

A vacant site is being temporarily used for storage by Seacoast who is undergoing infrastructure upgrades (it is fenced with a green mesh). It is anticipated the site will be restored in approximately 6-8 months. It is still available for development and we include this property in our discussions with developers interested in the Town.

P3 PROCESS FOR THE MARINA

The RFQ to select a consultant has been open for several weeks. Town non-mandatory informational meetings have been held. The bid opening is this upcoming **Monday, January 13th**. (A quick update since we are unable to discuss more at this time). We are hopeful to bring this to the Commission in February.

Resolution No.

02-01-20

Public

Comments

(Speakers)



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Randy Gillman
Address: 132 Anchorage Dr. S. Naples, FL 33408

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Tennis Contract

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

①



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Lilac Silvers
Address: 136 Via Mariposa PRG

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Lake Park Tennis - Why it should remain and the health benefits

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

2



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Dean Silvefs
Address: 136 Via Manifa Pky
If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Lake Park Tennis vs. Pickleball

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

③



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: GERAY HART
Address: 4161 S US HWY

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
LAKE PARK TENNIS FACILITY

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

4



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/6/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Stephen Chavkin
Address: 8515 Damascus Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: steve32418@yahoo.com

I would like to make comments on the following Agenda Item:
Contract with Pickleball Athletics Club

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

5



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Pamela DOHERTY
Address: 5480 N. Ocean Drive, Riviera Beach
If you are interested in receiving Town information through Email, please
provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

In support of Itaman Macedo as Manager
of Lake Park Tennis Center

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

6



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: David Tabb
Address: 5035 Palmbrook Circle West Palm Beach FL 33417

If you are interested in receiving Town information through Email, please provide your E-mail address: DavidT267@aol.com

I would like to make comments on the following Agenda Item:
Pickleball Athletics Club

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

7



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Elaine Kraus
Address: 135 Mystic Lane, Jupiter FL 33458
If you are interested in receiving Town information through Email, please
provide your E-mail address: EKraus55@aol.com

I would like to make comments on the following Agenda Item:

H-3 Lake Park Tennis Facility

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

8



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 11/8/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Jennifer McMahon
Address: 318 Hawthorne Drive, Lake Park, FL 33403
If you are interested in receiving Town information through Email, please
provide your E-mail address: jlm.mcmahon13@gmail.com

I would like to make comments on the following Agenda Item:

Pickleball

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

9



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Mackenzie McMahon
Address: 518 Hawthorne Drive Lake Park, FL 33403
If you are interested in receiving Town information through Email, please
provide your E-mail address: jm.mcmahon13@gmail.com

I would like to make comments on the following Agenda Item:

Pickleball

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

10

Resolution No.

02-01-20

Public

Comments

(Non-

Speakers)



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1-8-20

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: TAMAR MACEDO

Address: 1087 RAINTREE DR. P.O. #1 33410

If you are interested in receiving Town information through Email, please

provide your E-mail address: TAMAR.105PRO@GMAIL.COM

I would like to make comments on the following Agenda Item:

IN SUPPORT OF MY TENNIS PROGRAM

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Chris Baldwin

Address: 266 Quorum Innell Way

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):
In support of Estimar Macedo as Director of Tennis of Lake Park

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Richard Harr
Address: 236 Greenbriar Dr. Lake Park FL 33403

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Award of of Agreement - Tennis facility & bid

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Eric Ayler

Address: 119 COUNTY CLUB DR. TEEWESDA, FL

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

LAKE PARK PROPOSAL TENNIS FACILITY

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Paul Grimmer
Address: 3954 W Mallory Blvd Jupiter FL

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Recreation Center Facilities

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: _____

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: June Lucas
Address: 265 Indian Creek Pkwy Unit 102, Jupiter

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Pickleball

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: CURTIS ALVA

Address: 431 WILMA CIRCLE RIVERA BEACH

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

IN SUPPORT OF ITAMAR MALEDO AS DIRECTOR
OF LAKE PARK TENNIS CENTER

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1-8-20

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: SUE RINALDI

Address: 531 W. KALMIA DR, LAKE PARK

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

TENNIS PROGRAM

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/20

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: CHRISTIAN CASSINI

Address: 820 3RD ST LAKE PARK FL 334103

If you are interested in receiving Town information through Email, please

provide your E-mail address: CHRISTIANCASSINI@HOTMAIL.COM

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/20

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Dr. Lisa Schulman

Address: 1043 Grand Isle Terrace PBG 33418

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

In support of renewing the contract of Itamar Macedo as Lake Park Tennis Director

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1-8-20

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: MARK BAKER
Address: 532 RIVERSIDE DR PEE-FL
If you are interested in receiving Town information through Email, please
provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
PICKLEBALL ATHLETIC CLUB

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: _____

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: BERTEL THLIVER

Address: 801 LAKE SHORE DRIVE

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

TENNIS V.S. PICKLE BALL

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: William Rantz
Address: 801 Lake Shore Dr #601
If you are interested in receiving Town information through Email, please
provide your E-mail address: b.rantz@hallcounty.net

I would like to make comments on the following Agenda Item:
Proposal 119-2019 in support of retaining Herman Macedo

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

**Regular
Public
Comments**



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/8/20

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: PIERRETTA CAZEN

Address: 4700 LUCERNE LAKE

If you are interested in receiving Town information through Email, please provide your E-mail address: INFO@LCPK.FL.ORG

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

FREE TRANSPORTATION

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 01/08/2020

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: JAMES SULLIVAN

Address: 348 FLAGLER BLVD

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

CO2 PROBLEM IN LAKE PARK

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date **January 29, 2020**

Agenda Item No. Tab 2

Agenda Title: Resolution Authorizing the Mayor to Sign the Town Manager's Amended Contract retroactive to May 1, 2019.

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

Approved by Town Manager *[Signature]* Date: 1-21-2020

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # _____ <input type="checkbox"/> Finance _____	Attachments: Resolution <u>05-01-20</u> Town Manager's Amended Contract
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes, I have notified everyone or Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: At the last meeting of the Town Commission, the fourth amendment to the Town Manager's Contract was discussed and approved. This amendment provided for the Town Manager to receive five weeks of vacation as of May 2019 and to eliminate 112.57 hours of used vacation time.

Recommended Motion: Move to approve Resolution 05-01-20

RESOLUTION NO. 05-01-20

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

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

WHEREAS, the Town and John O. D'Agostino entered into the Town Manager Employment Agreement on April 4, 2015 for the term of one year commencing May 1, 2015 with automatic renewal on its anniversary date for successive one year terms;

WHEREAS, pursuant to Resolution 23-06-16 adopted on June 15, 2016 the Town Commission approved a First Amendment to the Town Manager Employment Agreement on June 15, 2016 to include a five-year term, 120 day notice and an annual evaluation; and

WHEREAS, pursuant to Resolution 43-09-16 adopted on September 21, 2016 the Town Commission determined that it was in the best interest of the Town to amend the Town Manager Employment Agreement to increase the Town Manager's annual base salary of \$117,000 by 3 percent effective October 1, 2016; and

WHEREAS, pursuant to Resolution 64-10-18 adopted on October 1, 2018 the Town Commission determined that it was in the best interest of the Town to amend the Town Manager's Employment Agreement to increase the Town Manager's annual base salary of \$120,515 by 5 percent effective October 1, 2018, and to increase the maximum

number of weeks of vacation time that can be accrued by the Town Manager from four weeks to five weeks; and

WHEREAS, the Town Commission has agreed to a Fourth Amendment to the Town Manager's Employment Agreement which provides that the Town Manager's entitlement of five weeks of vacation shall become available upon the anniversary date of the Employment Agreement, retroactive to May 1, 2019 rather than accruing vacation time on a monthly basis;

WHEREAS, the Fourth Amendment would also provide that the Commission agrees to the waiver of the Town Manager's current deficiency of 112.57 hours of vacation time; and

WHEREAS, all other provisions of the Town Manager's Employment Agreement shall remain in full force.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Fourth Amendment to the Town Manger Employment Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

**FOURTH AMENDMENT TO
TOWN MANAGER EMPLOYMENT AGREEMENT**

This Fourth Amendment to Town Manager Employment Agreement (the Agreement), is made and entered into this _____ day of _____, 2020, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and John O. D'Agostino (hereinafter "Town Manager"), is hereby amended as follows:

SECTION 10: Vacation Leave

The Town Manager shall be entitled to five weeks' vacation leave per year. The full five week vacation entitlement shall become available upon the Town Manager's anniversary date rather than accruing on a monthly basis. Upon termination, the payment of any ~~accrued~~ unused vacation time shall not exceed five weeks ~~of accrued~~ vacation time. By allowing total vacation time to be granted retroactively upon the Town Manager's anniversary date of May 1st 2019, the Town Commission agrees it is waiving the Town Manager's current deficiency of 112.57 hours of vacation time.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

**JOHN O. D'AGOSTINO,
TOWN MANAGER**

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this 6th day of APRIL, 2015, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and John O. D'Agostino (hereinafter "Town Manager"),

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

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

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

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

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

NOW THEREFORE, it is agreed and acknowledged as follows:

SECTION 1: Recitals

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

SECTION 2: Appointment

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

SECTION 3: Term

The term of this Agreement shall be one (1) year commencing May 1, 2015. This Agreement shall automatically be renewed on its anniversary date for successive one [1] year terms unless either Party provides written notice of termination of this Agreement at least 120 days before the expiration date. All terms, conditions, compensation, and benefits shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation, including salary and the continuation of all benefits, for the remainder of the term of this Agreement.

SECTION 4: Duties and Authority

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

SECTION 5: Non-Interference

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

SECTION 6: Compensation

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

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

SECTION 7: Residency

The Town Manager shall establish residency within the Town of Lake Park as of May 1, 2015, and shall maintain residency in the Town of Lake Park, unless a majority the Commission determines otherwise, and this Agreement is amended accordingly.

SECTION 8: Initial Performance Review and Subsequent Annual Reviews

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

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

SECTION 9: Hours Per Week

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

SECTION 10: Vacation Leave

The Town Manager shall be entitled to four weeks vacation leave per year. Upon termination, the accrual of any vacation time shall be capped at four weeks.

SECTION 11: Holidays

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

SECTION 12: Health Benefits

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

SECTION 13: Life Insurance

The Commission shall provide for a life insurance policy for the Town Manager under the Town's group life insurance policy which provides for coverage in an amount equivalent to two (2) times the Town Manager's base salary. Coverage shall commence in accordance with the terms of the provider's contract. The Town Manager shall have the right to name the beneficiary of the life insurance policy.

SECTION 14: Retirement

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

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

SECTION 15: Dues and Subscriptions

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

SECTION 16: Outside Activities

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

SECTION 17: Moving Allowance and Housing Expenses

The Town shall pay the Town Manager on a reimbursement basis a moving allowance not to exceed \$5,000 for moving expenses incurred by the Town Manager. The Town Manager shall provide receipts for all expenses for which he seeks reimbursement.

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

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

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

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

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

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

Section 19: Indemnify and hold harmless

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

SECTION 20: Termination for Cause

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

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

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

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

SECTION 21: Termination without Cause

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

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

SECTION 22: Voluntary Resignation

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


SECTION 23: Return of Town Property


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

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

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
James DuBois, Mayor

4/18/15
Date


4-6-15
Date



APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Thomas J. Baird, Town Attorney

4-6-15
Date

TOWN MANAGER

4-2-15
Date

Board Membership

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. *Tab 3*

Agenda Title: Nomination Applicant for the Tree Board as a Regular member.

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

Approved by Town Manager *[Signature]* **Date:** *1-3-2020*

Vivian Mendez, Town Clerk, CMC
 Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Commissioner John Linden • Town Board Volunteer Memo • Board Membership Application
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: The Town Clerk’s Office received a Board Application for appointment to the Tree Board. There are three (3) regular membership positions vacant on this Board.

Commissioner John Linden nominated Pamela Frazier for appointment to the Tree Board as a regular member.

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 at the Commission meeting.

Vivian Mendez

From: John Linden
Sent: Friday, January 3, 2020 3:13 PM
To: Vivian Mendez
Subject: Re: Board Membership Applicant

Hi Vivian,
If no one has already nominated Pam, I would like to do so.
John

Get [Outlook for Android](#)

From: Vivian Mendez <vmendez@lakeparkflorida.gov>
Sent: Friday, January 3, 2020 3:03:51 PM
To: Commission <Commission@lakeparkflorida.gov>
Cc: Shaquita Edwards <sedwards@lakeparkflorida.gov>; Richard Scherle <rscherle@lakeparkflorida.gov>; Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>
Subject: Board Membership Applicant

Good afternoon Mayor, Vice-Mayor, and members of the Commission.

The Town Clerk's Office is in receipt of a Board Membership application for appointment to the Tree Board as a regular member. In order to move this application to a Commission meeting agenda, a nomination from the Commission would need to be received by the Town Clerk's Office.

The Board application can be found in the Commission Dropbox – Board Applications – or attached for your convenience.

ALSO...

I would like to bring back to your attention that there are several other Town Boards that need members. Here is a list of Boards and how many members are needed. Board membership applications and information on what each Board does can be found on the [Town's website](#).

Library Board: There are only three (3) members on the Library Board. This Board meets twice a year per the Town Code. However, because we only have three (3) members, the Board has struggled to meet if one of the members is not available. This Board needs two (2) regular members and two (2) alternate members.

Planning & Zoning Board: The Board needs one (1) alternate members.

Tree Board: There are only two (2) current members on this Board, therefore they do not have a quorum to begin meeting. This Board needs a total of five (5) regular members and two (2) alternates.

When speaking with residents or Town business owners, please encourage them to fill out a Board Membership application and submit it to the Town Clerk's Office. Again the application and all the information regarding the Town Boards can be found on the Town's website. Please use this [link](#).

Sincerely,

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
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

January 3, 2020

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.

New applicant:

Pamela Frazier has applied for appointment to the Tree Board as a regular member. The Tree Board currently has three (3) regular membership positions available and two (2) alternate positions available.

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

www.lakeparkflorida.gov

RECEIVED

JAN - 2 2020

Town Clerk's Office
TOWN OF LAKE PARK

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: FRAZIER Damela A.
Last First Middle

Address: 501 SABAL PALM DRIVE, Lake Park 33403

Birthday: Month: April Day: 17

Telephone: home 561-249-2448 work 561-517-8003 cell 561-818-4650

E-Mail Address Principalms67@gmail.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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

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>			
Choice #	Board	Choice #	Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/>	Planning & Zoning/
<input type="checkbox"/>	Library Board		Historic Preservation Board *
<input type="checkbox"/>	Stormwater Policy Steering Committee		
<input type="checkbox"/>	Floodplain Management Committee	<input checked="" type="checkbox"/>	Tree Board

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

RECEIVED

Your Name: Pamela A. Frazier

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

Tree Board

Number of Meetings of the above boards you have attended in the past six months: -0-

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

What is/was your profession or occupation: Small business development
How long: Since 1973

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Please review ATTACHED biography

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Please see the ATTACHED

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: Pamela A. Frazier Date: 12/27/2019

BIOGRAPHY OF PAMELA A. FRAZIER

In March 2017, Pam retired from Palm Beach County Government after 25 years working with the County's minority and small business programs. She began her career in 1973 first in banking industry, then as Executive Director of the Pennsylvania Minority Business Development Authority, and as a business consultant with Boone Young & Associates where she worked as Executive Director of Minority Business Development Centers in Brooklyn New York and Charlotte, North Carolina. An entrepreneur as well, Pam was owner of an auto parts store in Brooklyn, NY. In summary, Pam has established a solid foundation and a fifty-year legacy in the business industry.

In 2012 she began volunteering with Boca Raton's Promise and creating awareness of mental health/mental illness throughout Palm Beach County. In 2016 she received an endorsement from the Mayor of West Palm Beach and a proclamation proclaiming the City's support of The Coalition's activities in Breaking the Silence of Mental Health.

The Mission of the West Palm Beach Mental Health Coalition, Inc. is starting conversations to identify, prioritize and take action to promote and support education, early identification and access to mental health services in the underserved communities of West Palm Beach.

Awards and Recognitions:

Past Board Member of the National Contract Compliance Association (2014-2016) and Host of 2015 conference in West Palm Beach Florida

Past President, Florida Association of Minority Business Enterprise Officials (FAMBEO) 2010 – 2014

Member, Governors Small and Minority Business Council, 2010 - 2014

Several proclamations from the City of West Palm Beach and Palm Beach County Board of County Commissioners.

Hosted the 2017, 2018 and 2019 Mental Wellness Festivals in the City of West Palm Beach

2017 Annual Voice Awards Honoring Commitment, Action and Service in mental health for her tenacity in developing and maintaining a grass roots organization in West Palm Beach. Boca Raton's Promise and the Action Alliance of Palm Beach County

2018 Nominated by The T. L. Jefferson Medical Society as Health Educator of the Year

Memberships

Founder/CEO West Palm Beach Mental Health Coalition

Elected to Steering Committee for Boca Raton's Promise

Sickle Cell Foundation of Palm Beach County and the Treasure Coast, Board Secretary

The Association of African American Lifestyles and History (ASALH.org) - Vice President, Membership for South Florida (Palm Beach, Broward and Miami Dade Counties)

Member, Action Alliance of Palm Beach County

Ordinance on First Reading

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. *Tab 4*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE V OF CHAPTER 78 OF THE TOWN CODE TO CREATE NEW SUPPLEMENTARY REGULATIONS AT SECTION 78-154 PERTAINING TO THE IMPLEMENTATION OF SECURITY MEASURES FOR CERTAIN TYPES OF BUSINESSES; PROVIDING FOR PENALTIES FOR THOSE BUSINESSES WHICH FAIL TO COMPLY WITH THE PROVISIONS CONTAINED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *1-21-2020*

Nadia Di Tommaso / Community Development Director
 Name/Title *[Signature]*

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Town Attorney Review Funding Source: Legal Acct. # 108 <input type="checkbox"/> Finance <i>[Signature]</i>	Attachments: <ul style="list-style-type: none"> → Ordinance <u>1</u>-2020 → Florida Statute 812.173
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

In furtherance of the public's health, safety and general welfare, the Palm Beach County's Sheriff's Office (PBSO) has requested that the Community Development Department bring forward an ordinance that would require the future installation of security cameras for the protection of employees and patrons of convenience type businesses from robbery, burglary, injury, credit card

theft, or other violent crimes. Businesses that already require these security cameras pursuant to Florida State Statute 812.173 (enclosed) are not required to comply with this proposed Ordinance since they will already comply having security cameras on their property. The ordinance is not retroactive therefore, it will not have any impact on existing businesses or properties thereby not warranting any direct mail notifications however, if a convenience business (define below) undergoes a change in ownership, change in name, or is new to the town, it would require the installation of security cameras per the proposed Ordinance.

Convenience business shall mean a place of business that is primarily engaged in the retail sale of limited groceries and/or gasoline, and that is open for business at any time between the hours of 11:00 p.m. and 5:00 a.m. A

Convenience Business shall not include:

- (1) A business that is solely or primarily a restaurant.
- (2) A business that always has at least five employees on the premises after 11:00 p.m. and before 5:00 a.m.
- (3) A business that has at least 10,000 square feet of retail floor space.

PBSO has indicated that this is a common practice for counties and municipalities as an added deterrent to crime and to increase safety.

Recommended Motion: I move to APPROVE Ordinance 1-2020 on first reading.

ORDINANCE NO. 01-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE V OF CHAPTER 78 OF THE TOWN CODE TO CREATE NEW SUPPLEMENTARY REGULATIONS AT SECTION 78-154 PERTAINING TO THE IMPLEMENTATION OF SECURITY MEASURES FOR CERTAIN TYPES OF BUSINESSES; PROVIDING FOR PENALTIES FOR THOSE BUSINESSES WHICH FAIL TO COMPLY WITH THE PROVISIONS CONTAINED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a duly constituted municipality having such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town’s law enforcement agency the Palm Beach County Sherriff’s Office (PBSO) has in the furtherance of the public’s health, safety and general welfare, recommended that the Commission adopt regulations pertaining to certain business categories which are operating or may operate in the Town ; and

WHEREAS, a public hearing before the Town Commission was held at which the Commission considered this ordinance and invited public comment from businesses or individuals regarding it; and

WHEREAS, the Town Commission has determined that the PBSO’s recommended amendments to the Town Code would further the public’s health, safety and general welfare.

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

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

SECTION 2. Chapter 78, Article V, entitled “Supplemental Regulations” is hereby amended to create a new Section 78-154, entitled, “Business Security,” to read as follows:

Sec. 78-154 — Business Security.

- (a) Purpose and intent. It is the purpose and intent of this section to protect the public’s health, safety, and welfare of residents and visitors to the Town by requiring that certain businesses in the town which are open to the public and have a Point-of-Sale Terminal or cash registers, and which are exempt from the standards in F. S. § 812.173, to use security cameras for the protection of employees and the invitees to those businesses from robbery, burglary, injury, other violent crimes, and credit card theft.
- (b) Definitions. For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Convenience business shall mean a place of business that is primarily engaged in the retail sale of limited groceries and/or gasoline, and that is open for business at any time between the hours of 11:00 p.m. and 5:00 a.m. A Convenience Business shall not include:

- (1) A business that is solely or primarily a restaurant.
- (2) A business that always has at least five employees on the premises after 11:00 p.m. and before 5:00 a.m.
- (3) A business that has at least 10,000 square feet of retail floor space.

Late night business shall mean a place of retail or commercial business that is open for business to the public at any time between the hours of 11:00 p.m. and 5:00 a.m. and which does not meet the definition for a Convenience Business.

Point of sale shall mean the “point” where a transaction is finalized or the moment where a customer tenders payment in exchange for a good or service.

Secured building shall mean a building operated with 24-hour on-site security or 24-hour camera monitoring of the building, including parking areas.

- (c) Required security measures for Businesses with a Point-of-Sale Terminal or cash registers. The following security measures are required for all Point-of-Sale Terminals equipped businesses and Late-night businesses, except for Late-night Businesses located within Secured Buildings.

- (1) Every business that is open to the public with a Point-of-Sale Terminal or cash registers shall maintain a video or security camera system that is capable of monitoring, recording and retrieving clear and identifiable images and videos to assist law enforcement personnel in offender identification and apprehension. Said system shall comply with all of the following standards:
 - i. Be operable at all times;
 - ii. Be readily available for viewing by employees;
 - iii. At least one camera shall be maintained on site which is capable of surveilling the interior of the business;
 - iv. At least one camera shall be maintained on site which is capable of surveilling the business' parking areas; and
 - v. Retain and produce upon the request of law enforcement any recording for a period of 72 hours from the date of recording;
 - (2) All Late-night businesses shall maintain a clear and unobstructed view from outside of the building of the cash register and sales transaction area.
 - (3) Establishments that meet the requirements of a Convenience Business as set forth in F. S. § 812.171, are hereby exempt from the requirements of this section.
- (d) Compliance. All new businesses applying for a Town business tax receipt (BTR), which are required by this section to have a security camera system, shall comply with the regulations set forth in this section prior to the issuance of their BTR.
- (e) Failure to comply. Failure to comply with the provisions of this section by a property owner whose property is subject to this section shall constitute a violation of the town code. The Town Magistrate is authorized to enforce the terms of this section.

Section 3. **Severability.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. **Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. **Effective date.** This Ordinance shall take effect immediately upon execution.

Select Year: 2019

The 2019 Florida Statutes

[Title XLVI](#)[Chapter 812](#)[View Entire Chapter](#)

CRIMES

THEFT, ROBBERY, AND RELATED CRIMES

812.173 Convenience business security.—

- (1) Every convenience business shall be equipped with the following security devices and standards:
- (a) A security camera system capable of recording and retrieving an image to assist in offender identification and apprehension.
 - (b) A drop safe or cash management device for restricted access to cash receipts.
 - (c) A lighted parking lot illuminated at an intensity of at least 2 foot-candles per square foot at 18 inches above the surface.
 - (d) A conspicuous notice at the entrance which states that the cash register contains \$50 or less.
 - (e) Window signage that allows a clear and unobstructed view from outside the building and in a normal line of sight of the cash register and sales transaction area.
 - (f) Height markers at the entrance of the convenience business which display height measures.
 - (g) A cash management policy to limit the cash on hand at all times after 11 p.m.
- (2) A convenience business shall not have window tinting that reduces exterior or interior view in a normal line of sight.
- (3) Every convenience business shall be equipped with a silent alarm to law enforcement or a private security agency, unless application for an exemption is made to and granted by the Attorney General. An application for exemption must be in writing and must be accompanied by an administrative fee of \$25 for each store for which an exemption would apply.
- (4) If a murder, robbery, sexual battery, aggravated assault, aggravated battery, or kidnapping or false imprisonment, as those crimes are identified and defined by Florida Statutes, occurs or has occurred at a convenience business since July 1, 1989, and arises out of the operation of the convenience business, that convenience business shall implement at least one of the following security measures:
- (a) Provide at least two employees on the premises at all times after 11 p.m. and before 5 a.m.;
 - (b) Install for use by employees at all times after 11 p.m. and before 5 a.m. a secured safety enclosure of transparent polycarbonate or other material that meets at least one of the following minimum standards:
 - 1. American Society for Testing and Materials Standard D3935 (classification PC110 B 3 0800700) and that has a thickness of at least 0.375 inches and has an impact strength of at least 200 foot pounds; or
 - 2. Underwriters Laboratory Standard UL 752 for medium power small arms (level one), Bullet Resisting Equipment;
 - (c) Provide a security guard on the premises at all times after 11 p.m. and before 5 a.m.;
 - (d) Lock the business premises throughout the hours of 11 p.m. to 5 a.m., and only transact business through an indirect pass-through trough, trapdoor, or window; or
 - (e) Close the business at all times after 11 p.m. and before 5 a.m.

(5) For purposes of this section, any convenience business that by law implemented any of the security measures set forth in paragraphs (4)(a)-(e) and has maintained said measures as required by the Department of Legal Affairs without any occurrence or incidence of the crimes identified by subsection (4) for a period of no less than 24 months immediately preceding the filing of a notice of exemption, may file with the department a notice of exemption from these enhanced security measures. In no event shall this exemption be interpreted to preclude full compliance with the security measures set forth in subsection (4) should any occurrence or incidence of the crimes identified by subsection (4) cause subsection (4) to be statutorily applicable. As of the date this act becomes law, the Department of Legal Affairs will provide notice to any convenience business to which a subsection (4) incident has previously occurred. In no event shall the state or the Department of Legal Affairs incur any liability for the regulation and enforcement of this act.

History.—s. 5, ch. 90-346; s. 5, ch. 92-103.

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. *Tab 5*

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

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

Approved by Town Manager *N. Di Tommaso* Date: 1-21-2020

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

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u>2</u> -2020, with Exhibit "A" → WRMA select project additional descriptions
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required on 1 st reading	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>ND</i> Please initial one.

Summary Explanation/Background:

This is our annual update to the Town's Capital Improvements Schedule. Community Development handles the updates to the Capital Improvements Schedule however, the capital projects listed are derived from various Town Departments and are a result of internal discussions with these

Departments to determine the details and associated funding sources for the capital projects listed on the schedule.

As a reminder, this is the **annual** update to the Town's Capital Improvements Schedule in the Town's Capital Improvements Element of the Comprehensive Plan. We have an opportunity to update the schedule once every year. Staff was hoping to bring this forward in December 2019 however, it was delayed due to other pending priorities.

HISTORY

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the "Community Planning Act", adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update their CIS by the adoption of an ordinance. This ordinance is no longer subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). Such modifications to update the five-year CIS are not deemed amendments to the local Comprehensive Plan and therefore, do not need to adhere to the comprehensive plan amendment process. Due to the fact that such an update is still accomplished by the adoption of an ordinance by the Town Commission, a public hearing is required.

In accordance with the legislation enacted by the Community Planning Act, all local governments must review and update the Five-Year Capital Improvement Schedule of their Comprehensive Plan Capital Improvements Element consistent with the requirements of Section 163.3177 and Section 163.3180, Florida Statutes. The Capital Improvements Element identifies capital projects needed to maintain, or promote, Level of Service (LOS) standards. The Schedule of Capital Improvements includes Town projects which may be funded by federal, state or local money sources.

A CIS allows for:

- *A systematic evaluation of all potential projects at the same time.*
- *The ability to stabilize debt and consolidate projects.*
- *A public relations and economic development tool.*
- *Focus on preserving a governmental entity's infrastructure while ensuring the efficient use of public funds.*
- *An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For examples, a State grant looks highly on applications for projects that are included in the CIS.*

The proposed CIS includes the following capital projects:

→ Lake Shore Drive Drainage Improvements

This is an ongoing initiative that requires a drainage overhaul along Lake Shore Drive. The estimated total project cost that includes the necessary pump station is \$8.2M. \$5.6M will

come from Local Mitigation Strategy (LMS) and Hazard Mitigation grant programs (HMGP). \$600K will be appropriated through the State, along with \$1.2M required from the One Cent Sales Tax revenue.

→ Replacement of all emergency generators

The Public Works Department will be replacing the generators at Town Hall, Public Works and at the PBSO building for a total estimated cost of \$750,000. These are needed to enhance the ability to meet Level of Service.

→ 10th Street south of Park Avenue – drainage, lighting, paving, trees – Green Infrastructure Project

This stretch of roadway requires a complete overhaul due to its deteriorating conditions. The cost is estimated at \$4.1M which is anticipated to be split in future years between potential grant funds and a stormwater utility assessment. See additional details from WRMA (enclosed).

→ FEC Railroad Intersection/pedestrian connections for quiet zone improvements

Moving forward, there may be a need to install improvements at the Park Avenue/10th Street railroad connection in order to accommodate increased medians; extended yard arms; better signalization and pedestrian connections to encourage a quiet zone environment. Just this month (January 2020), Brightline's (Virgin Trains) contractor submitted right-of-way permits to the Public Works Department for review. Since these are in progress, they will be reviewed with these improvements in mind. We are hopeful they will incorporate the necessary improvements and assuming this will be the case, the Town will eliminate this project from the schedule in next year's update.

→ Park Avenue from Federal Highway to 7th Street (improved sidewalks; landscape medians; striping and signalization – complete street design)

A complete street design plan that would extend the existing improvements along Park Avenue to US-1 was previously prepared by the Town. There may be an opportunity moving forward to improve these plans by incorporating a linear park to maximize the corridor's connection to US-1 and ultimately the Marina area. The estimated overall cost is \$4.2M.

→ Records Retention Room

The Town's records are in transition. They will be moving out of our existing facility in the PBSO building and moving, as well as scanned in order to eliminate as many paper records as possible and transition to electronic records. Certain records will still need to remain

such as official signed and sealed building plans, embossed documents and others that were are unable to convert and destroy per the record retention laws. Having our own records room would eliminate to need to utilize and Town-owned building that can be more appropriately repurposed. Consequently, building a small records retention facility between the existing Town Hall and Library at an estimated cost of \$500,000 will be explored further.

→ **Town Hall Renovations**

The following renovations have been identified as being needed: Town Hall Roof; Exterior Painting; Ceiling Clerk's Office; Exterior Doors; Digital Marquee Sign in front of Town Hall; ADA accessible entry ramp to the back of the Commission Chambers (French doors; east side). The estimated overall cost is \$500K.

→ **Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway (north of Water Tower, east of Old Dixie) commercial property; Gateway Road Reconstruction and Sanitary Sewer along the south side (approx. 1,250 linear feet)**

This project is also carried over from prior years and the estimates were previously provided from Seacoast Utility Authority. Estimates cost is \$1.325M.

→ **Outfall to C-17 Canal/Berm Improvement Project**

A preliminary investigation of the FEMA AND SFWMD C-17 Technical Report indicates that the C-17 berm elevations at the Town are lower than the predicted 100-year Base Flood Elevation of 11 feet NAVD.

The purpose of the canal berm improvements project would be to raise the C-17 Top of Berm elevation above 11.0 feet NAVD to avoid the canal overflow condition and remove the SFHA's from the Town's FEMA Digital Flood Insurance Rate Maps. This would have a double effect. It would lower the flood insurance premiums of Town businesses and Town residents located in the existing flood hazard areas (from mandatory to voluntary, hence lower cost), and improve the Town's CRS rating (lower premiums overall for all Town of Lake Park residents).

The implementation of this project would have to be coordinated with the adjacent jurisdiction, as raising only one side of the Canal 17 berm would have the effect on increasing the flood on the opposite side of the canal. The C-17 canal is within the boundaries of the Town of Palm Beach Gardens.

See additional details from WRMA (enclosed).

- Coastal Link/Tri-Rail/Palm Tran Extension Improvements for parking and feeder system improvements on the Town-owned property behind Fire Station 68 – including green infrastructure

Moving forward, there may be a need to improve the area behind Fire Station with additional parking and possibly an improved feeder system distribution hub station, whether or not the Town is slated to receive a train station stop. A conceptual plan prepared for the Town identifies a potential for 68 surface parking spaces, along with green infrastructure techniques to be incorporated (micro-bioretenion, permeable pavers, underground chambers for water filtration, etc.). Estimated total cost for all potential improvements is \$1.1M contingent on grant funds in future years. See additional details from WRMA (enclosed).

- Bert Bostrom Park Improvements (Master Plan for future improvements)

The Special Events Department previously identified the need for a Master Plan for Bert Bostrom Park which is anticipated to cost \$30K and is contingent on grant funds.

- Complete Streets Initiative/Safe Streets Program (Federal Highway – approx. 4,100 linear feet)

In conjunction with the US-1 Mixed Use plans that were adopted in April 2018, street design plans were also created and included with the regulating documents. A complete street design along US-1 is envisioned and is estimated to cost \$6M. Grant funds are needed however, the Town is working with FDOT and the TPA (Transportation Planning Authority) on the median plans we previously discussed at a public workshop with the Town Commission. FDOT and the TPA have committed to assist with some of the additional funding necessary to incorporate green infrastructure along the corridor in order to improve water quality which is a requirement. Public improvement dollars have also recently been contributed to the Town however, these have not yet been allocated.

- Community Development Security

The Community Development Department experiences a high level of foot traffic and deals heavily with the general public. Given the delicate nature of certain items that filter through the Department its three Divisions and the need to provide adequate security, a bullet proof glass enclosure and door is required. The estimated cost is \$50K and this will be paid through the Town's general fund this fiscal year. An invitation to bid is being advertised currently.

→ Town-wide green infrastructure improvements

The Town is working with WRMA to make the Town sustainable for years to come. Green infrastructure includes a wide array of practices, including infiltrating, evapotranspiring, or harvesting and using stormwater. On the local scale, green infrastructure consists of site and neighborhood-specific practices, such as bioretention, trees, green roofs, permeable pavements and cisterns. Green infrastructure is an important component of sustainable urban communities. See additional details from WRMA (enclosed).

→ Library Improvements (includes technology; security; carpets & lighting; shelving; 2nd floor; exterior renovations and marquee)

These improvements have been identified by the Library Director – see schedule for details provided.

→ CRA Parking Garage

Originally, the intent was to provide additional surface parking within the area previously occupied by the Community Garden. The original estimate was \$420K however, the estimate was further refined by the Town's consulting Engineer and became close to \$780K. The new desire (and need) is to construct a parking garage on the site (contingent on available funds since this is estimated in the \$7.5M) however, in the interim the Public Works Department has installed temporary parking to accommodate for the some of the existing shortage.

→ Lamda Rail Improvements (Fiber Optic) –

Phase I has been completed. The Phase 2 portion of connecting Town Hall to Kelsey Park and Kelsey Park to the Marina are needed at a cost of \$180,000 which will come from One Cent Sales Tax Revenue.

ENCLOSED IS THE PROPOSED ORDINANCE AND UPDATED CAPITAL IMPROVEMENTS SCHEDULE (EXHIBIT “A” OF THE ORDINANCE). THERE IS AN OPPORTUNITY TO MAKE MODIFICATIONS TO THE SCHEDULE ON AN ANNUAL BASIS.

Recommended Motion: I move to APPROVE Ordinance No. 2-2020 on first reading.

ORDINANCE NO. 02-2020

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

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

WHEREAS, pursuant to House Bill 7207 the Florida Legislature repealed the requirement that local governments annually amend their comprehensive plans thereby removing the obligation of the state land planning agency's review of the plan amendments of local governments; and

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

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

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

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

Section 1: The whereas clauses are incorporated herein as the Commission's legislative findings.

Section 2: **Exhibit "A"** which is attached hereto and incorporated herein contains the text of the 2019/20 Update to the Town of Lake Park Comprehensive Plan Capital Improvements Element's Five Year Capital Improvements Schedule.

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

Section 4: A copy of the current Comprehensive Plan, as amended from time to time shall also be maintained in the Department of Community Development.

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

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

Section 7: The Ordinance shall become effective upon adoption.

EXHIBIT "A"

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE¹,
FY 2018/19 — 2022/23 2019/20 – 2023/24**

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	<u>23/24</u>	Funding Source
4	Mirror Ballroom Doors	\$120,000						\$60K (General Fund)/ \$60K (State Historic Preservation Grant)
2, 4	Lake Shore Drive Drainage Improvements		\$8,200,000					Grants (\$5.6M LMS and HMGP) / \$600K State Appropriations Fund / \$2M One Cent Sales
<u>2</u>	<u>Replacement of all emergency generators (Town Hall; Public Works and PBSO building)</u>		<u>\$750,000</u>					<u>Public Works - Facilities</u>

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

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
2, 4	10 th Street south of Park Avenue – drainage, lighting, paving, trees – Green Infrastructure Project			<u>\$4,000,000</u>				Grant (LMS), Stormwater Utility Assessment (50/50 split each FY)
2,4	FEC Railroad Intersection/pedestrian connections for quiet zone improvements			\$100,000				CRA Funding
2, 4	Park Avenue from Federal Highway to 7 th Street (improved sidewalks; landscape medians; striping and signalization – complete street design)			\$4,200,000				Grant (\$3.36M)/ One-Cent Sales Tax (\$840K)
2, 4	<u>Records Retention Building</u>			<u>\$500,000</u>				<u>General Fund</u>

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
4	Town Hall Renovations (Town Hall Roof, Exterior Painting, Ceiling Clerk's Office, Exterior Doors, Community Development Flooring/Painting/Reco nfiguration/Digital Marquee Sign in front of Town Hall/ADA accessible entry and ramp to the back of the Commission Chambers (French doors, east side)			\$500,000 (including required assessments)				General Fund Grant - (\$28K for Clerk's ceiling and exterior doors assessment already appropriated) / One-Cent Sales Tax - \$432K / General Fund (Community Development Improvements -\$40K)

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway (north of Water Tower, east of Old Dixie) commercial property; Gateway Road Reconstruction and Sanitary Sewer along the south side (approx. 1,250 linear feet)			\$1,325,000				Special Assessment
2	Outfall to C-17 Canal – <u>Berm Improvement Project</u>	\$200,000		<u>\$537,000</u>				<u>Grant</u> Stormwater Fund
<u>2</u>	<u>Southern Outfall Retrofit Project</u>					<u>\$3,500,000</u>		<u>Grant</u>

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
2	Coastal Link/Tri-Rail/Palm Tran Extension Improvements for parking and feeder system improvements on the Town-owned property behind Fire Station 68 – including green infrastructure				\$1,100,000 \$700,000			Grant
2	Bert Bostrom Park Improvements (Master Plan for future improvements)		\$30,000					Grant
2	Complete Streets Initiative/Safe Streets Program (Federal Highway – approx. 4,100 linear feet)		\$6,000,000					Grant (TPA, FDOT, other)
1	Community Development Security (bullet proof glass, door, slots, hearing device)		\$50,000					General Fund
2, 4	Town-wide green infrastructure improvements			\$26,600,000				Grant

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
2,4	Library Improvements (includes technology; security; carpets & lighting; shelving; 2 nd floor; exterior renovations and marquee)		\$85,000 <i>((\$70,000 Grants / \$15,000 General Fund)</i>	\$45,000 <i>((\$25,000 General Fund; \$20,000 Grants)</i>	\$30,000 <i>((\$20,000 General Fund; \$10,000 Grants)</i>	\$1,110,000 <i>((\$110,000 General Fund; \$1,000,000 Grants)</i>		General Fund; Grant
2,4	Library Improvements <u>Upgrade of Public Computers to Laptop Kiosk – Two 12 slot kiosk with a single card reader</u>		\$40,000					General Fund; LSTA Grant (split 50/50)
	<u>Replacement of shelving; Eight 21 lf fixed stacks; \$1,000. Per stack. \$8,000. Thirty five 72 lf modular mobile units. At 1,000 per unit. \$35,000</u> <u>Carpet with vinyl flooring 9200sf. \$37,000. @\$4.00 pf including install</u> <u>>Replace worn, damaged seating.</u> <u>Approximate cost for bench, chair seating approximately \$16,000. 30 seats, benches</u>		\$96,000					General Fund

<p>combination seating throughout. <u>Large bench grouping; \$5,000 per nine grouping.</u> <u>Two computer power lounge chairs with tablet table; \$2 per \$1000.</u> <u>Four bench grouping; \$2,000. Per grouping</u></p> <p><u>Addition of ADA compliant second level loft above east wing (addition of elevator) and patio enclosure</u> <u>Interior renovation;</u> <u>>Second level loft above east wing with glass wall (addition of elevator) and patio enclosure</u> <u>approximately \$1,920,000</u> <u>>Elevator install – 2 story commercial - new; approximately \$70,000.</u> <u>>Annual Maintenance cost for elevator: \$5000.or less</u></p> <p><u>Exterior renovations; entrances</u></p>			<p><u>\$50,000</u></p>	<p><u>\$2,440,000</u></p>			<p><u>General Fund; Grant (30/70 split)</u></p> <p><u>General Fund; Grant (50/50 split)</u></p>
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Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
2	Community Garden Area CRA Parking Garage (Permanent) "Temporary" Improvements (millings, enclosure, striping and signage)	\$10,000		\$7,500,000				\$5M Appropriations /\$2.5M Grant CRA
2	Lamda-Rail Improvements (Fiber Optic) – PHASE 1 (approx. \$80K) Town Hall to 10 th \$61,082; Town Hall to Library \$6,347; 10 th Street Fire Station to Public Works \$10,755 PHASE 2 (approx. \$136K) Town Hall to Kelsey Park \$85,442; AND Kelsey Park to Marina \$50,882 –(sub-total of three items in blue = approx. \$80,000)	\$80,000	\$136,000 \$180,000					One Cent Sales Tax

Project Category	Project Name	18/19	19/20	20/21	21/22	22/23	23/24	Funding Source
1	Johnson Controls— (LED Lighting Retrofit; Domestic Water Conservation; Building Automation Upgrades; HVAC Upgrades/Replacement s)	(\$1.5M total cost over 16 years)— Cash outlay commitment of approximately \$121K per year , principal and interest, for a 16-year financing plan with a 3.2% interest rate assumption	\$121,000	\$121,000	\$121,000	\$121,000		General Fund
	Total	\$531,000	<u>\$15,346,000</u> <u>\$14,572,000</u> 0	<u>\$45,312,000</u> <u>\$10,291,000</u>	<u>\$3,540,000</u> <u>\$851,000</u>	<u>\$3,500,000</u> <u>\$1,231,000</u>	<u>\$0</u>	

Project Category Codes

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

TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS FY 2018/19 – 2022/23

Funding Source	18/19	19/20	20/21	21/22	22/23
General Fund	\$181,000	<u>\$916,000</u> <u>\$136,000</u>	<u>\$1,025,000</u> <u>\$186,000</u>	<u>\$1,220,000</u> <u>\$141,000</u>	\$231,000
Stormwater Utility Assessment			\$2,000,000		
Grants	\$60,000	<u>\$11,650,000</u> <u>\$11,700,000</u>	<u>\$33,387,000</u> <u>\$5,408,000</u>	<u>\$2,320,000</u> <u>\$710,000</u>	<u>\$3,500,000</u> <u>\$1,000,000</u>
Special Assessment			\$1,325,000		
CRA Funding	\$10,000		\$100,000		
Streets and Roads					
Stormwater Fund	\$200,000				
State Funds		\$600,000	<u>\$5,000,000</u>		
One Cent Sales Tax	\$80,000	<u>\$2,180,000</u> <u>\$2,136,000</u>	\$1,272,000		
Total	\$531,000	<u>\$15,346,000</u> <u>\$14,572,000</u>	<u>\$45,312,000</u> <u>\$10,291,000</u>	<u>\$3,540,000</u> <u>\$851,000</u>	<u>\$3,500,000</u> <u>\$1,231,000</u>



PRELIMINARY COST OF IMPLEMENTING GREEN INFRASTRUCTURE LOW IMPACT DEVELOPMENT BEST MANAGEMENT PRACTICES

10TH Street South of Park Avenue Green Infrastructure Project

Note: The 10TH Street Project development is not at the point where a detailed cost of GI/LID BMP implementation can be estimated. The following cost is a conservative estimate based on some key assumptions:

Drainage

- The application of approximately 51, 000 SF of bio-retention
- The application of approximately 2,200 LF of bio-detention, bio-swales and planters
- The application of approximately 300 feet of underground stormchambers
- The application of approximately 11,000 SF of pervious pavement
- The application of 10 Rain Trees

Utility Relocation

- Approximately 40% of existing utilities will be relocated to accommodate GI/LID fixtures

Lighting

- Approximately 40% of existing lighting facilities will be relocated to accommodate GI/LID fixtures

Paving

- Milling and resurfacing of existing road

Cost

Per these assumptions the **Total Construction Cost is approximately \$2.9 million**. Adding design at 20%, permitting at 7.5%, MOT at 5%, and contingency at 7%, a **Total Cost of \$4.1 million (With Design Engineering and Permitting)** is obtained.

As stated earlier, this conservative cost has a variability of approximately 30% because of the lack of specific project information. The range would be: \$2.7 million to \$4.1 million.

The timetable for implementation will be:

- Project: January 2020
- Grant Application: March 2020
- Project Design: Third quarter 2020 (assuming grant funds are available for design estimated at \$350,000 to \$450,000).

C-17 Canal Berm Improvements Project

Project Background and Description

Figure 1 shows the location of the FEMA/DFIRM Special Flood Hazard (SFHA) within the Town of Lake Park. Per FEMA studies, the SFHA's are created by the C-17 overflowing the eastern bank along the Town boundaries.

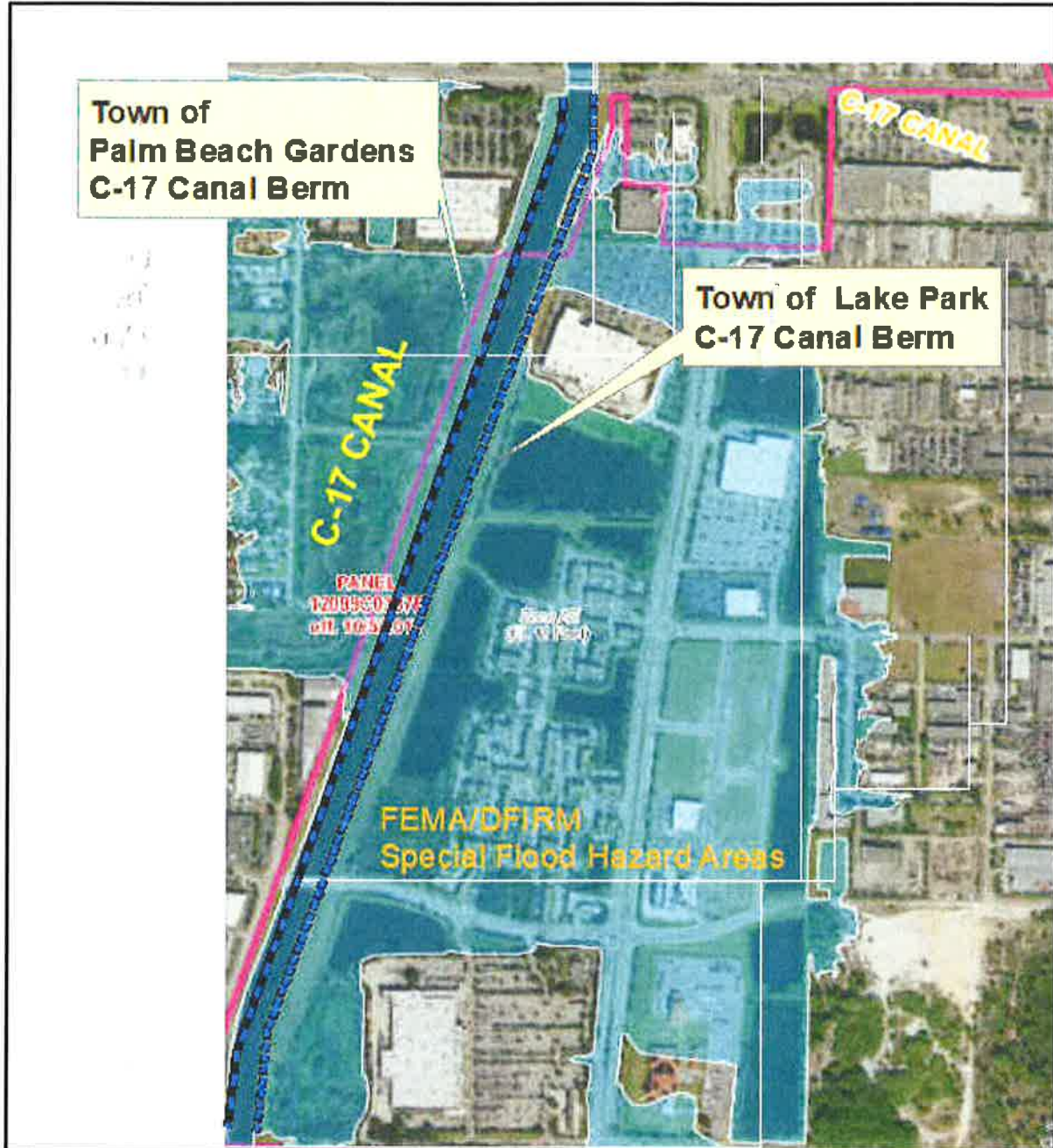


Figure 1: FEMA DFIRM Special Flood Hazard Areas and the C-17 Canal Berms

A preliminary investigation of the FEMA AND SFWMD C-17 Technical Report indicates that the C-17 berm elevations at the Town are lower than the predicted 100-year Base Flood Elevation of 11 feet NAVD.

The purpose of the canal berm improvements project would be to raise the C-17 Top of Berm elevation above 11.0 feet NAVD to avoid the canal overflow condition and remove the SFHA's from the Town's FEMA Digital Flood Insurance Rate Maps. This would have a double effect. It would lower the flood insurance premiums of Town businesses and Town residents located in the existing flood hazard areas (from mandatory to voluntary, hence lower cost), and improve the Town's CRS rating (lower premiums overall for all Town of Lake Park residents).

The implementation of this project would have to be coordinated with the adjacent jurisdiction, as raising only one side of the Canal 17 berm would have the effect on increasing the flood on the opposite side of the canal. **Figure 2** shows that the C-17 canal is within the boundaries of the Town of Palm Beach Gardens.

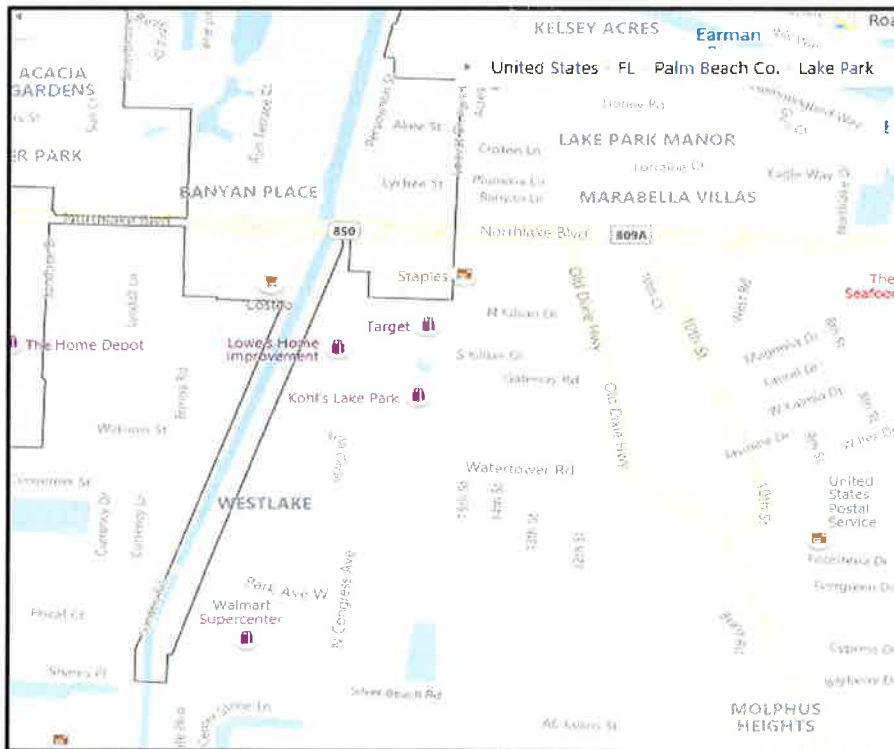


Figure 2: Town of Palm Beach Gardens Boundaries and the C-17 Canal

Assuming that the project can be coordinated with the SFWMD/NPBCID and the Town of Palm Beach Gardens, the cost of raising the berm by four (feet) for a length of 5,500 feet and an approximate berm width of 100 feet would be as follows.



Total Construction Cost: \$366,675 (Construction)

Adding design engineering cost at 20%, permitting at 7.5%, MOT at 5%, and contingency at 7% a **Total Cost of \$537,000 (With Design Engineering and Permitting)** is estimated.

If both East (Town side) and West (non-Town side) berms are elevated simultaneously, a Total Cost of \$1.1 million would apply.

The funding source for this project would be FEMA, via a Hazard Mitigation Grant Program (HMGP) grant through the Palm Beach County LMS. Most likely, both the Town of Lake Park and the Town of Palm Beach Gardens would have to apply together.

The application would be for the 2020-2021 grant cycle and implementation, if the HMGP grant is successful, implementation would occur in 2022.

Future Tri-Rail Site with Green Infrastructure/Low Impact Development BMP Application

Note: As with the 10TH Street Project, concept development of this site is not at the point where a detailed cost of GI/LID BMP implementation can be estimated. The following cost is a conservative estimate based on some key assumptions.

Figure 1 shows that approximate location of a proposed Tri Rail Station. The figures also show the preliminarily selected location of a bio-detention facility. This facility would be connected via additional bio-swales through the site. Trees would be planted, and pervious pavement and or pavers would be installed.



Figure 3: Proposed Tri Rail Site and GI/LID facilities

Based on this preliminary concept the following GI/LID features would apply:

- 4,200 SF of bio-detention
- Approximately 45,000 SF of pervious pavement
- Approximately 350 feet of bio-swales
- A minimum of 4 Rain Trees



The construction cost of these GI/LID facilities has been estimated at:

Total Construction Cost: \$788,400 (Construction)

Adding design engineering at 20%, permitting at 7.5%, MOT at 5%, and contingency at 7% a

Total Cost of \$1.1 million (With Design Engineering and Permitting) is estimated.

Note: 50% of the cost is attributed to pervious pavement. The cost would be reduced significantly if more traditional pavement methods are used due to the higher cost of pervious pavement.

The funding source could be a grant from FDEP, FDOT /FHA or the SFWMD.

It is not estimated that these facilities would be constructed before the 10th Street project in the 2020-2021 FY, but the application could be made concurrently with the 10th Street project depending on the Tri-Rail project being shortlisted for implementation by the SFRTA/FDOT.

Implementation of Green Infrastructure/Low Impact Development Infrastructure Town-Wide

Note: The Stormwater Masterplan has not advanced to the point that the location of these proposed GI/LID fixtures is known. The proposed cost estimate is based on a very preliminary concept of Town-wide application. The following assumptions apply:

- The system of GI/LID facilities would be implemented during a SWMP planning horizon of 25 years.
- There are approximately 64 miles or 337,920 feet of roads within the Town. Bioswales and bio-planters are estimated to be implemented conservatively for 15% of this total.
- There are approximately 21 acres of open space available (at various locations) for implementation of bio-detention or bio-retention of runoff (This needs to be verified).
- A minimum of 100 Rain Trees will be installed throughout the Town.

Applying the industry standard unit costs for these type of GI/LID facilities a very preliminary construction cost of **\$19.1 million (Construction)** is obtained.

Adding design engineering at 20%, permitting at 7.5%, MOT at 5%, and contingency at 7% a cost of approximately **\$26.6 million (With Design Engineering and Permitting)** is obtained.

As stated earlier this is a conservative estimate based on implementing roadside swales for 9.6 miles of roads (15% of total roads). If a smaller roadside swale percentage is used this estimate changes as follows:

at 15% of roads (9.6 miles of bio-swales) \$ 26.6 million or \$1.1 per year (Over 25 years)

at 10 % of roads (6.4 miles of bio-swales) \$ 23.6 million or \$0.95 per year (Over 25 years)

at 5 % of roads (3.2 miles of bio-swales) \$ 20.5 million or \$0.82 per year (Over 25 years)

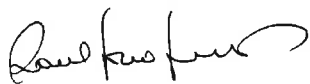
Likewise, the proposed 21 acres of bio-retention accounts for almost 50% of the total cost. The total could also change significantly if the number of bio-retention acres is decreased. This will not be known until later during the SWMP Alternative design task which will identify the acreage available Town-wide.

Based on these early approximated costs, it is estimated that the SWMP GI/LID implementation will require \$0.5 to \$ 1.1 million per year for implementation over a 25-year planning horizon.

GI/LID funding by regulatory agencies (FDEP/SFWMD/ EPA/LWL, etc.) is available for multi-year program funding (i.e. one grant would satisfy 2-3 years at the time).

The first year of funding required will be for the 2020-2021 planning period.

Regards,



Raul M. Mercado, PE, CFM

**OLD
BUSINESS**

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. Tab 6

Agenda Title: Discussion of Traffic Engineering Proposal, Including Review of Speed Limits, Traffic Calming Policy Development, and Other Items.

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

Approved by Town Manager *J. N. Light* Date: 1-10-2020
Richard Scherle 1/9/2020
 Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: If proposal is accepted in full, the Total Cost is \$28,300.00 and is not budgeted. Funding Source: Streets and Roads Enterprise Fund – Professional Services Acct. 190-34000 (NOT BUDGETED) <input type="checkbox"/> Finance <u><i>R. Canino</i></u>	List of Exhibits: 1. Full Proposal from Traffic Engineering Firm of O'Rourke Engineering and Planning.
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

At a previous Commission Meeting, the need for a Town-wide speed study with traffic calming policy was discussed. In response, staff met with our contracted professional consulting firms to discuss development of a possible scope of work which would satisfy the Town's needs. Attached to this ARF is a proposal from O'Rourke Engineering and

Planning, which we believe covers much of what the Commission wished to assess. The proposal includes, among other things, the following important parts:

- Assessment of speed limits across Town, with development of an approach that may be used to reduce speed limits in identified "districts." This process would maintain compliance with State Statutes regarding speed limit reductions if they were to be implemented.
- Conduct speed study with tube counters / speed devices and analyze results.
- Review any existing traffic accident data which may justify speed limit modifications.
- Establish process and policy for implementation of traffic calming, which is envisioned to involve an applicant submittal process and scoring system, with follow-up that includes development of an approval and funding process. This traffic calming process could then be used to assess and prioritize resident-based traffic calming requests in an orderly and objective way, contingent on available funding.

The full proposal is attached to this agenda item for review and consideration. If pursued in its entirety, the proposal carries a cost of \$28,300.00 which is currently not budgeted. There are eleven (11) separate tasks presented with each task carrying an identified cost.

Because this proposal is not a budgeted item, if the Commission decides to pursue it, funding would need to be identified to proceed with the study. With that in mind, it may be possible to extract portions of the study if the Commission desires to proceed with only sections of it. However, proceeding with the full proposal would be the desirable approach given its thoroughness and thoughtful alignment with Town needs.

Note, that the firm of O'Rourke Engineering and Planning is a sub-consultant to Engenuity Group, with which the Town currently has an active five (5) year continuing services agreement. Therefore, if this proposal is fundable and authorized, we would be able to proceed with the study immediately. Traffic Engineer Susan O'Rourke is scheduled to be present for this item to address any questions that may arise relative to her firm's proposal.

Recommended Motion: None required, unless Commission wishes to direct the identification of funding and authorize proposal (either in part or in whole).



PROPOSAL

BACKGROUND

The state of Florida establishes speed limits and rules for speeds within the state of Florida. FS316.183 identifies that the speed within residential and business districts as 30 mph. However, on municipal roads that limit can be reduced to 25 or 20 mph. (County roads the lower speed is 25 mph) Lower speeds require justification through traffic engineering study. FS 316.003(7) Defines Business District as “the territory contiguous to, and including, a highway when 50 percent or more of the frontage thereon, for a distance of 300 feet or more, is occupied by buildings in use for business.” Similarly FS 316.003(60) defines a Residence District as “the territory contiguous to, and including, a highway not comprising a business district, when the property on such highway, for a distance of 300 feet or more, is, in the main, improved with residences or residences and buildings in use for business.”

Many communities desire to control speed to provide for a harmonious travel corridor that supports the vehicles, pedestrian and other non-motorized and micro transportation options.

SCOPE OF SERVICES

Task 1: Existing Speed Limits - Identify the speed limits on each segment of roadway City Wide. The speed limits will be posted to a map and a straight-line diagram (straight line for segments that go on to additional studies).

Task 2: Candidates for Districts - Identify local segments that would constitute district as identified by the FS.

Task 3: Stratify the Segment Data - Group the local “District” segments by common characteristics, loading, width, lighting, use.

Task 4: Arterials and Collectors – In addition to the local roadways and neighborhood streets, identify any Arterial or Collector that has an established speed limit that the Town would like to reduce.

Task 5: Conduct Speed Survey -- For each group of like segments and all arterials or collectors to request a speed reduction, O'REP will place tube counter/ speed devices on each segment and collect data. Although there are numerous ways to collect speed data, the tube counts are the least obvious of speed collection devices. We can leave them for 24 hours and have the added benefit of having 24-hour volumes for use in recommending or designing transportation calming devices and other transportation enhancements.

Up to 8 segments will be surveyed.

Task 6: Identify Accident Data – O'REP will review accident data for all segments under consideration for a speed change or justification.

Task 7: Analyze and Recommend Speeds – O’REP will review the data and make recommendations based on 85th percentile speed, pace and overriding considerations to the 85th percentile speed. Recommendations will include application to shared segments within a common district.

Task 8: Roadway Traffic Calming and Enhancements – Lake Park will identify areas that have already expressed a desire to modify their roads or a component of their transportation system. O’REP will consider possible modifications in the establishing of the improvements.

Task 9: Traffic Calming and Roadway Enhancements – O’REP will establish a process for implementing traffic calming or other transportation enhancements. The process will involve a submittal process, a scoring system that assigns points based on quantitative and qualitative components ranking based on points, approval process and a funding process. On larger areas, a “mobility audit” could be conducted as part of the process. A mobility audit is a more comprehensive review of how well a community is connected to primary attractors in the area. Conversely, a business district audit would focus on how well it is connected to neighborhoods. Connection is defined as both geographic and by type of mobility. A sample matrix we prepared for others is attached. This matrix can be further stratified should additional modes such as e-scooter or bike rental modes start to be used in the Town.

Task 10: Reporting- O’REP will prepare two reports one that summarizes the speed findings and recommendations and one that summarized the Traffic Calming and Roadway Enhancement process. The speed results will be presented within the overall report. Table and graphics sufficient for presentations and to clarify the intent will be provided. The speed report will include an appendix of straight-line diagrams and more detailed data that will remain on file in support of any challenges to the speeds. The body of the report will be a less complex presentation that appeals to a broader audience.

For the traffic calming and Roadway Enhancements report, a “How to” package and materials will be prepared for distribution as well as inclusion on the website. Scoring and ranking samples will be included as well.

Task 11 – Meetings – O’REP will attend up to 10 hour of meeting time.

SCHEDULE

O’Rourke Engineering & Planning will prepare the reports within 60 days of notice to proceed.

FEE

O’Rourke Engineering & Planning will provide the services based on the following fees.

Task 1-4: \$4,800

Task 5: \$3,500

Task 6: \$2,400

Task 7 and 8: \$5,000

Task 9: \$6,500

Task 10: \$3,500




Task 11: \$2,600

Total: Speed - \$15,700 + \$1,000 of Task 10 and \$1,300 of Task 11= \$18,000.

Total Traffic Calming Process - \$10,300.00

Total - \$28,300.00

Holmes Beach Mobility Audit																								
Key Attractions →	Beach				Anna Maria Elementary School				House of Worship				Library/ City Hall				Shopping, General Services (ie Anna Maria Shops, ACE)				Medical Services			
	Walk	Bike	Transit	Auto	Walk	Bike	Transit	Auto	Walk	Bike	Transit	Auto	Walk	Bike	Transit	Auto	Walk	Bike	Transit	Auto	Walk	Bike	Transit	Auto
Community/User Group ↓																								
Tropical Breeze Beach Club																								
Key Royale - Residential																								
West Bay Point and Moorings																								
Shell Point Condominiums																								
Neighborhood																								
Neighborhood																								
Neighborhood																								

No access via this mode 
 Limited access via this mode 
 Good access via this mode 

EXAMPLE/EXHIBIT: THIS IS INCLUDED AS A SAMPLE EXHIBIT TO DEMONSTRATE ONE POSSIBLE APPROACH TO SCORING TRAFFIC CALMING REQUESTS FROM APPLICANTS. THIS MATRIX IS NOT NECESSARILY BEING PROPOSED - BUT IT IS BEING OFFERED AS PART OF THE DISCUSSION.

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date

January 29, 2020

Agenda Item No.

Tab 7

Agenda Title: Teak Drive Speed Study Analysis

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

1-21-2020

John O. D'Agostino, Town Manager

Name/Title

<p>Originating Department: Town Manager</p>	<p>Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • January 2, 2020 Letter • Speed Study dated 10/8 through 10/15/2019. • Speed Study dated 11/21 through 11/27/2019
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.</p>	<p>Yes, I have notified everyone or Not applicable in this case <u>JOD</u> Please initial one.</p>

Summary Explanation/Background: Residents from the Teak Drive neighborhood approached the Town Commission at a public meeting with petition signatures requesting the town take action to reduce speeding along Teak Drive. The petitions requested the town take the following three actions; reduce speed from 30 to 25 miles per hour, post the speed limit on Teak Drive at the east and west ends of the street and install speed humps or other suitable traffic calming devices on Teak Drive. The residents who signed the petitions received a letter dated January 2, 2020, of an upcoming Commission meeting on January 29, 2020. The Commission would discuss the need for speed tables or traffic calming measures at the January 29, 2020 meeting.

The Town Commission also instructed the Town Manager and staff to develop policies and procedures as to when and for what reasons speed tables or alternative traffic calming measures would be necessary. Under a separate Agenda Request Form, is a proposal from O'Rourke Traffic Engineering and Planning outlining potential criteria the Commission needs to consider to ensure all requests for calming traffic measures judged using fair and consistent evaluation criteria.

Recommended Motion: No motion is necessary.



Office of the
Town Manager

January 2, 2020

On January 29, 2020, the Lake Park Town Commission will discuss the speed studies conducted on Teak Drive. At the request of the Town Manager, a second-speed study conducted and included for informational purposes. The first study conducted between October 8, 2019, through October 15, 2019, and the latest study conducted between November 21 through November 27, 2019, both are enclosed.

The Commission meeting on January 29, 2020, will immediately follow a scheduled workshop session. The workshop topic will be a continuation of a discussion on Accessory Dwelling Units in the Town of Lake Park.

The Town Commission Meeting typically starts at 6:30 pm, and Workshop Session begins at 6:00 pm.

We look forward to your attendance at the meeting.

Sincerely,

John O. D'Agostino
Town Manager, Town of Lake Park
Cc: Town Commission Town of Lake Park

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

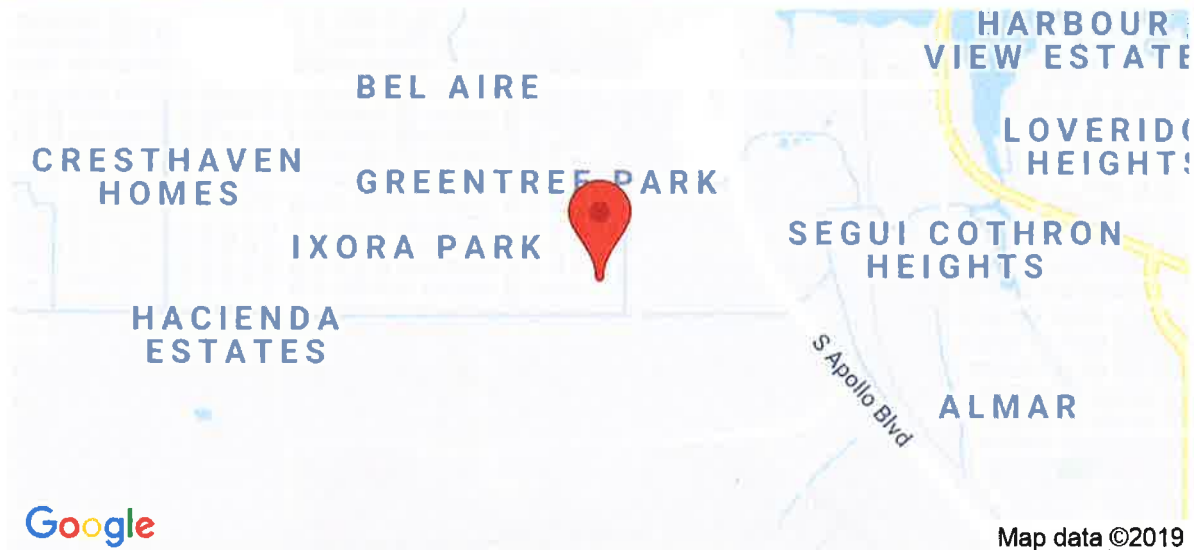
Palm Beach County Sheriff's Office

Survey Description

Survey Details

Survey Location	500 blk Teak Dr	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Tuesday, 10/8/2019 8:52 AM	Tuesday, 10/15/2019 8:58 AM
Posted Speed Limit	30 (mph)	
Traffic Zone	Residential	
File Name	STALKER_ROADSIDE_LOG_150717_ZZ000000_0xB830@2019-10-15_10-06-24.xml	
Device Type		
Device Serial Number	SNAA000000	
Survey Note	Notes:	
Total Vehicle Count	3510	
<i>Traffic Direction</i>	Undefined (Closing)	Undefined (Away)
<i>Vehicle Count</i>	2083	1427

Survey Map



Palm Beach County Sheriff's Office

Survey Summary

Survey Description

Survey Location 500 blk Teak Dr
Survey GPS Coordinates
Survey Dates **Start** Tuesday, 10/8/2019 8:52 AM **Stop** Tuesday, 10/15/2019 8:58 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential

Survey Result

Total Vehicle Count			3510	
	Traffic Direction	Closing	Away	Combined
	Vehicle Count	2083	1427	3510
Posted Speed Limit			30 (mph)	
	<i>Vehicles Under the Speed Limit Count</i>	1710	1250	2960
	<i>Vehicles Under the Speed Limit Percentage</i>	82.09%	87.6%	84.33%
	<i>Vehicles Over the Speed Limit Count</i>	373	177	550
	<i>Vehicles Over the Speed Limit Percentage</i>	17.91%	12.4%	15.67%
Excessive Speed Threshold			40 (mph)	
	<i>Vehicles Over the Excessive Speed Count</i>	33	21	54
	<i>Vehicles Over the Excessive Speed Percentage</i>	1.58%	1.47%	1.54%
	<i>Average Speed Over Limit</i>	34.8 (mph)	34.97 (mph)	34.85 (mph)
Speed Profile				
	Average Speed	24.83 (mph)	22.93 (mph)	24.06 (mph)
	Minimum Speed	10 (mph)	10 (mph)	10 (mph)
	Maximum Speed	100 (mph)	61 (mph)	100 (mph)
	85th Percentile Speed	31 (mph)	30 (mph)	31 (mph)
	Standard Deviation	12 (mph)	9 (mph)	11 (mph)
	10 mph Pace	20-29 (mph)	18-27 (mph)	20-29 (mph)
	In Pace Count	1090	715	1758
Data Recording Limits				
	Highest Speed Allowed		120 (mph)	
	Lowest Speed Allowed		10 (mph)	
	Minimum Following Time		0 Second(s)	

Palm Beach County Sheriff's Office

Survey Description

Survey Location 500 blk Teak Dr
Survey GPS Coordinates
Survey Dates **Start** Tuesday, 10/8/2019 8:52 AM **Stop** Tuesday, 10/15/2019 8:58 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential

Speed - Volume Matrix

Date Range: 2019-10-08 - 2019-10-15

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	21		2	6	6	4	1	2										
01:00 - 01:59	9			3	2	3	1											
02:00 - 02:59	9		2	1	3	1		2										
03:00 - 03:59	7			2	3	1	1											
04:00 - 04:59	25		1	7	11	4	1	1										
05:00 - 05:59	61		4	15	18	19	2	3										
06:00 - 06:59	178	1	5	28	69	46	21	7	1									
07:00 - 07:59	194	1	8	39	57	56	28	5										
08:00 - 08:59	201	2	12	39	61	41	22	19	2	2			1					
09:00 - 09:59	205	2	33	34	53	45	22	12	1		1						1	1
10:00 - 10:59	256	3	65	37	56	50	32	7	3	2	1							
11:00 - 11:59	233		27	39	68	56	28	12	1	1	1							
12:00 - 12:59	234	3	19	40	64	59	35	10	4									
13:00 - 13:59	252	1	16	49	65	65	36	15	3	2								
14:00 - 14:59	249	3	15	42	75	72	33	5	2	2								
15:00 - 15:59	267	1	23	60	69	81	23	4	4	1	1							
16:00 - 16:59	237	2	26	49	78	60	18	4										
17:00 - 17:59	239	4	26	54	66	58	25	4			1	1						
18:00 - 18:59	181	1	23	38	64	35	14	5	1									
19:00 - 19:59	121		19	25	35	28	12	2										
20:00 - 20:59	106	1	11	27	32	23	9	3										
21:00 - 21:59	96	1	6	21	32	25	5	3	3									
22:00 - 22:59	93		7	27	32	22	4	1										
23:00 - 23:59	36		1	10	10	8	5	2										

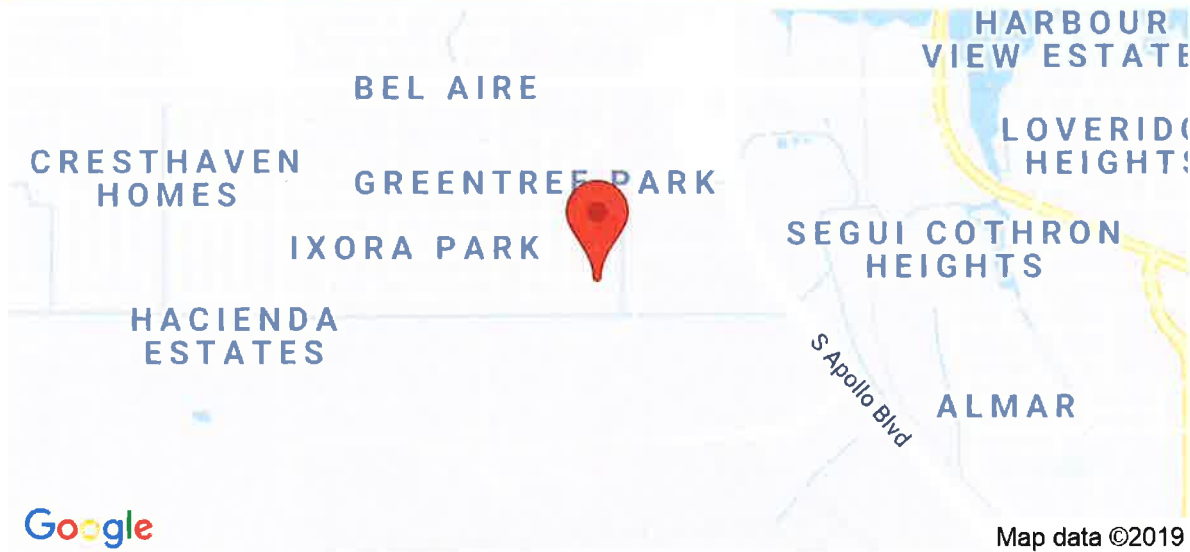
Palm Beach County Sheriff's Office

Survey Description

Survey Details

Survey Location	500 blk Teak Dr	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Tuesday, 10/8/2019 8:52 AM	Tuesday, 10/15/2019 8:58 AM
Posted Speed Limit	30 (mph)	
Traffic Zone	Residential	
File Name	STALKER_ROADSIDE_LOG_150717_ZZ000000_0xB830@2019-10-15_10-06-24.xml	
Device Type		
Device Serial Number	SNAA000000	
Survey Note	Notes:	
Total Vehicle Count	3510	
<i>Traffic Direction</i>	Undefined (Closing)	Undefined (Away)
<i>Vehicle Count</i>	2083	1427

Survey Map



Palm Beach County Sheriff's Office

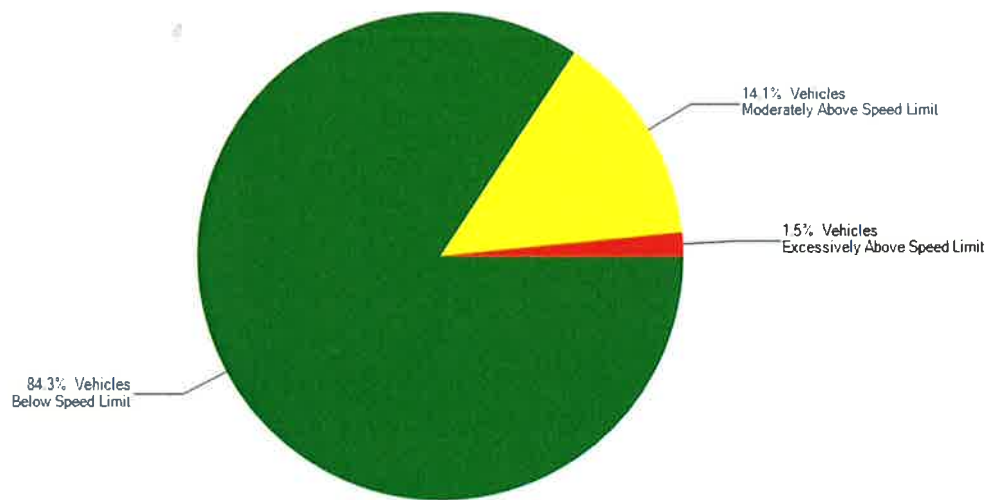
Survey Description

Survey Location 500 blk Teak Dr
Survey GPS Coordinates
Survey Dates **Start** Tuesday, 10/8/2019 8:52 AM **Stop** Tuesday, 10/15/2019 8:58 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential

Speed Pie Chart

Date Range: 2019-10-08 - 2019-10-15

Direction: Both



	Traffic Direction	Closing	Away	Combined
Posted Speed Limit			30 (mph)	
<i>Vehicles Under the Speed Limit Count</i>		1710	1250	2960
<i>Vehicles Under the Speed Limit Percentage</i>		82.09%	87.6%	84.33%
<i>Vehicles Over the Speed Limit Count</i>		373	177	550
<i>Vehicles Over the Speed Limit Percentage</i>		17.91%	12.4%	15.67%
Excessive Speed Threshold			40 (mph)	
<i>Vehicles Over the Excessive Speed Count</i>		33	21	54
<i>Vehicles Over the Excessive Speed Percentage</i>		1.58%	1.47%	1.54%
<i>Average Speed Over Limit</i>		34.8 (mph)	34.97 (mph)	34.85 (mph)

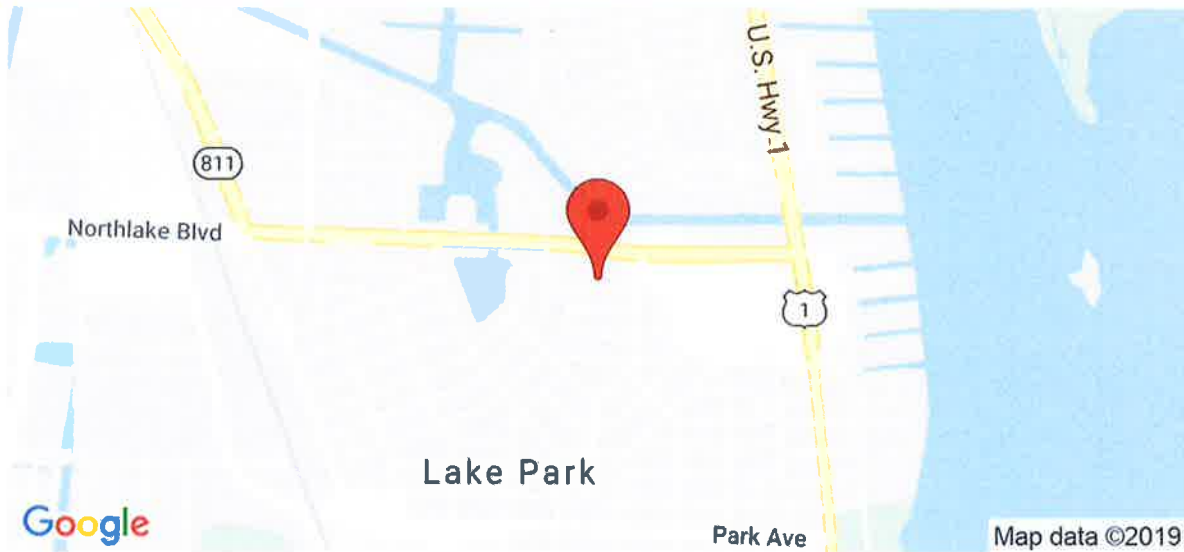
Palm Beach County Sheriff's Office

Survey Description

Survey Details

Survey Location	533 Teak Drive, Lake Park, FL 33403	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Thursday, 11/21/2019 12:36 PM	Wednesday, 11/27/2019 8:16 AM
Posted Speed Limit	30 (mph)	
Traffic Zone	Residential Zone	
File Name	STALKER_ROADSIDE_LOG_150717_ZZ000000_0xB830@2019-11-27_08-23-49.xml	
Device Type	TDC	
Device Serial Number	SNAA000000	
Survey Note		
 Total Vehicle Count	3022	
<i>Traffic Direction</i>	East (Closing)	West (Away)
<i>Vehicle Count</i>	1120	1902

Survey Map



Palm Beach County Sheriff's Office

Survey Summary

Survey Description

Survey Location 533 Teak Drive, Lake Park, FL 33403
Survey GPS Coordinates
Survey Dates **Start** Thursday, 11/21/2019 12:36 PM **Stop** Wednesday, 11/27/2019 8:16 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential Zone

Survey Result

Total Vehicle Count		3022		
	Traffic Direction	Closing	Away	Combined
		East	West	
	Vehicle Count	1120	1902	3022
Posted Speed Limit		30 (mph)		
	<i>Vehicles Under the Speed Limit Count</i>	1009	1536	2545
	<i>Vehicles Under the Speed Limit Percentage</i>	90.09%	80.76%	84.22%
	<i>Vehicles Over the Speed Limit Count</i>	111	366	477
	<i>Vehicles Over the Speed Limit Percentage</i>	9.91%	19.24%	15.78%
Excessive Speed Threshold		40 (mph)		
	<i>Vehicles Over the Excessive Speed Count</i>	4	64	68
	<i>Vehicles Over the Excessive Speed Percentage</i>	0.36%	3.36%	2.25%
	<i>Average Speed Over Limit</i>	33.4 (mph)	36.01 (mph)	35.4 (mph)
Speed Profile				
	Average Speed	21.87 (mph)	25.08 (mph)	23.89 (mph)
	Minimum Speed	10 (mph)	10 (mph)	10 (mph)
	Maximum Speed	46 (mph)	68 (mph)	68 (mph)
	85th Percentile Speed	29 (mph)	32 (mph)	31 (mph)
	Standard Deviation	8 (mph)	12 (mph)	11 (mph)
	10 mph Pace	17-26 (mph)	21-30 (mph)	19-28 (mph)
	In Pace Count	541	912	1481
Data Recording Limits				
	Highest Speed Allowed		120 (mph)	
	Lowest Speed Allowed		10 (mph)	
	Minimum Following Time		0 Second(s)	

Palm Beach County Sheriff's Office

Survey Description

Survey Location 533 Teak Drive, Lake Park, FL 33403
Survey GPS Coordinates
Survey Dates **Start** Thursday, 11/21/2019 12:36 PM **Stop** Wednesday, 11/27/2019 8:16 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential Zone

Speed - Volume Matrix

Date Range: 2019-11-21 - 2019-11-27

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	45		3	13	8	11	6	1	2	1								
01:00 - 01:59	19		3	5	6	5												
02:00 - 02:59	7		3		4													
03:00 - 03:59	3		1	1	1													
04:00 - 04:59	6			2	3		1											
05:00 - 05:59	18		2	9	4	2	1											
06:00 - 06:59	68		6	16	12	21	6	5	2									
07:00 - 07:59	169	2	11	29	43	44	30	5	3		2							
08:00 - 08:59	193	2	22	28	49	51	26	9	6									
09:00 - 09:59	160	2	11	41	41	34	24	5	1				1					
10:00 - 10:59	162		13	39	48	41	10	5		4	2							
11:00 - 11:59	160	2	14	25	44	50	18	4	1	1	1							
12:00 - 12:59	149		12	22	38	45	24	4	2	1	1							
13:00 - 13:59	223	1	19	39	49	51	44	13	3	2	2							
14:00 - 14:59	222		15	41	57	69	29	10		1								
15:00 - 15:59	260	3	29	55	72	65	22	9	1		1	1	1	1	1			
16:00 - 16:59	259	3	24	69	68	55	26	5	4	4	1							
17:00 - 17:59	211	1	23	54	68	45	14	6										
18:00 - 18:59	186	6	19	55	57	35	11	3										
19:00 - 19:59	125	1	19	27	44	22	8	1	2	1								
20:00 - 20:59	108		17	35	33	16	4	2	1									
21:00 - 21:59	112	2	18	32	33	14	7	5			1							
22:00 - 22:59	91	3	10	24	27	16	7	2	1	1								
23:00 - 23:59	66	3	5	19	23	11	5											

Palm Beach County Sheriff's Office

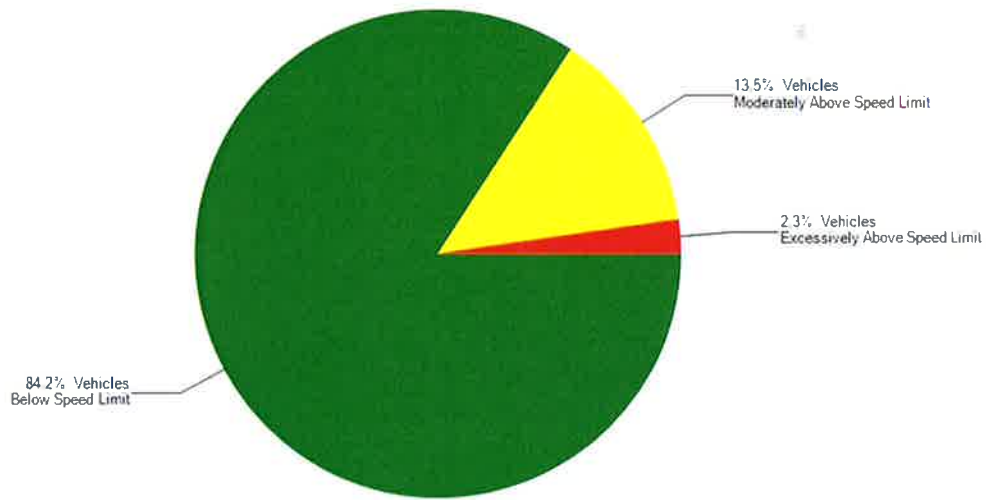
Survey Description

Survey Location 533 Teak Drive, Lake Park, FL 33403
Survey GPS Coordinates
Survey Dates **Start** Thursday, 11/21/2019 12:36 PM **Stop** Wednesday, 11/27/2019 8:16 AM
Posted Speed Limit 30 (mph)
Traffic Zone Residential Zone

Speed Pie Chart

Date Range: 2019-11-21 - 2019-11-27

Direction: Both



	Traffic Direction	Closing	Away	Combined
Posted Speed Limit				
			30 (mph)	
<i>Vehicles Under the Speed Limit Count</i>		1009	1536	2545
<i>Vehicles Under the Speed Limit Percentage</i>		90.09%	80.76%	84.22%
<i>Vehicles Over the Speed Limit Count</i>		111	366	477
<i>Vehicles Over the Speed Limit Percentage</i>		9.91%	19.24%	15.78%
Excessive Speed Threshold			40 (mph)	
<i>Vehicles Over the Excessive Speed Count</i>		4	64	68
<i>Vehicles Over the Excessive Speed Percentage</i>		0.36%	3.36%	2.25%
<i>Average Speed Over Limit</i>		33.4 (mph)	36.01 (mph)	35.4 (mph)

Petition Supporting Traffic Changes to Teak Drive

NOV. 6th
MTG MINUTE

We, the undersigned residents of Lake Park, Street of Teak Drive, do hereby petition that the town take the following actions:

1. Reduce the speed limit on Teak Drive from 30 mph to 25 mph,
2. Post the speed limit on Teak Drive at the east and west ends of the street, and
3. Install speed humps or other suitable traffic calming devices on Teak Drive.

Date	Signature	Printed Name	Address	Action Item 1	Action Item 2	Action Item 3
10/16/19		Rebecca Stranges	545 TEAK DR LAKE PARK, FL	✓	✓	✓
10/16/19		IRENE MALANGA	538 TEAK DRIVE LAKE PARK, FLA.	✓	✓	✓
10/16/19		LARRY MALANGA	538 TEAK DR. LAKE PARK	✓	✓	✓
10/16/19		JENNIFER MARTINEZ	527 TEAK DR LAKE PARK	✓	✓	✓
10/16/19		DANIELLE HAYDEN	532 TEAK DR	✓	✓	✓
10/16/19		ALEX HAMMETT	520 TEAK DR. LAKE PARK, FL	✓	✓	✓
10/16/19		José A Gutierrez	508 Teak Dr LAKE PARK	✓	✓	✓
10/16/19		Reina canales	508 Teak DR LAKE PARK	✓	✓	✓
10/16/19		Jason Tomkinson	515 Teak Dr	✓	✓	✓
10/16/19		RICH VICKERS	521 TEAK DR	✓	✓	✓

Petition Supporting Traffic Changes to Teak Drive

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Date	Signature	Printed Name	Address	Action Item 1	Action Item 2	Action Item 3
10/16/19	<i>Deborah Vickers</i>	Deborah Vickers	521 Teak Drive	✓	✓	✓
10/16/19	<i>L. Thead</i>	Lauren Thead	533 Teak Drive	✓	✓	✓
10/16/19	<i>D. Thead</i>	David Thead	533 Teak Drive	✓	✓	✓
10-16-19	<i>Noris Santos</i>	Noris Santos	551 Teak Drive	✓	✓	✓
10-16-19	<i>William Santos</i>	William Santos	551 Teak Drive	✓	✓	✓
10-16-19	<i>T. R.</i>	Travis Rudolph	550 Teak Drive	✓	✓	✓
10-16-19	<i>M. Hess</i>	Mark Hess	563 Teak Dr.	✓	✓	✓
10/16/19	<i>Daniel Daniel</i>	Daniel Daniel	534 Jasmine Dr	✓	✓	✓
10/16/19	<i>Enede Muleon</i>	Enede Muleon	569 Teak Dr	✓	✓	✓
10/16/19	<i>Rosemarthe Florvilus</i>	Rosemarthe Florvilus	575 Teak Drive	✓	✓	✓

Petition Supporting Traffic Changes to Teak Drive

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Date	Signature	Printed Name	Address	Action Item 1	Action Item 2	Action Item 3
10/16/19		BELONY FUSTINI	57M TEAK DR	✓	✓	✓
10/16/19		RICHARD SILVIA JR	506 W. JASMINE DR.	✓	✓	✓
10/16/19		Rebecca Viera	604 N. Redwood Dr.	✓	✓	✓
10/16/19		Cynthia Greg	503 S. PALM DR	✓	✓	✓
10/16/19		Marty Stranges	545 TEAK DR	✓	✓	✓
10/17/19		Emily Mauser	545 TEAK DR	✓	✓	✓
10/19/19		Bethany Smykay	544 TEAK DR	✓	✓	✓
10/30/19		Joanne Linden	568 E. Redwood Dr	✓	✓	✓
10/30/19		Cindy Southam	556 E. Redwood Dr	✓	✓	✓
10/30/19		Eric Spaight	1505 Crescent	✓	✓	✓

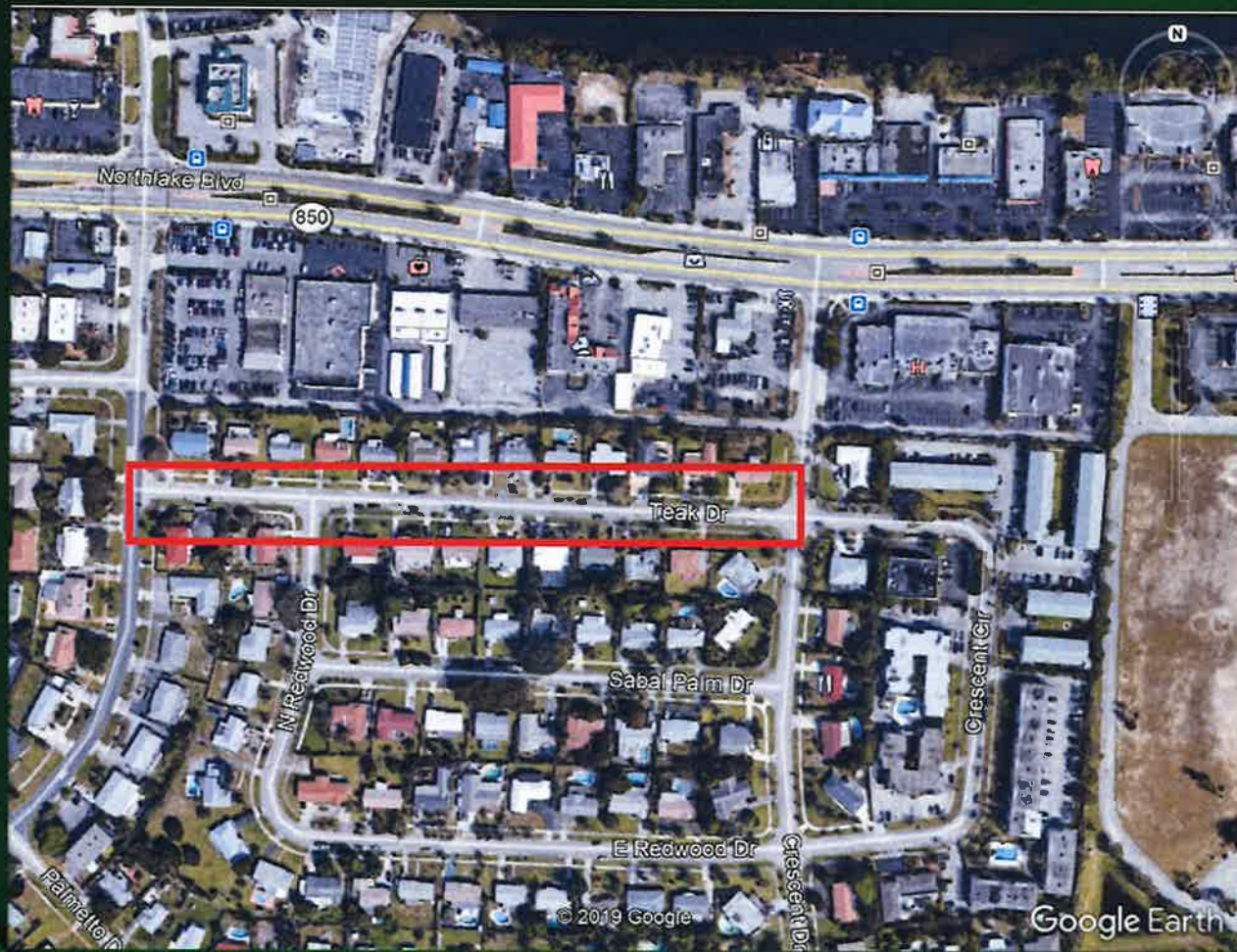
Petition Supporting Traffic Changes to Teak Drive

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Date	Signature	Printed Name	Address	Action Item 1	Action Item 2	Action Item 3
10/30/19	<i>Trudi (G.) Brown-Clark</i>	Trudi (G.) Brown-Clark	509 SABAL PALM DR LAKE PARK, FL 33463	✓	✓	✓
10/30/19	<i>Ralph E. Smith</i>	Randolph E. Smith <small>Rsmith @ gubernator.net</small>	515 SABAL PALM DRIVE LAKE PARK, FL 33403	✓	✓	✓
11/6/19	<i>Tirones Merano</i>	TIRONES MERRARO	516 Teak Dr	✓	✓	✓
11/6/19	<i>Jaime Andrade</i>	Jaime Andrade	502 Teak dr. L.P.	✓	✓	✓
11/6/19	<i>Paul Smyth</i>	Paul Smyth	544 Teak Dr Lake Park	✓	✓	✓
11/6/19	<i>Lisa Terry</i>	Lisa Terry	557 Teak Drive	✓	✓	✓
11/6/19	<i>Sue Francois</i>	SUE FRANCOIS	509 Teak Dr. Lake Park	✓	✓	✓

Teak Drive Traffic

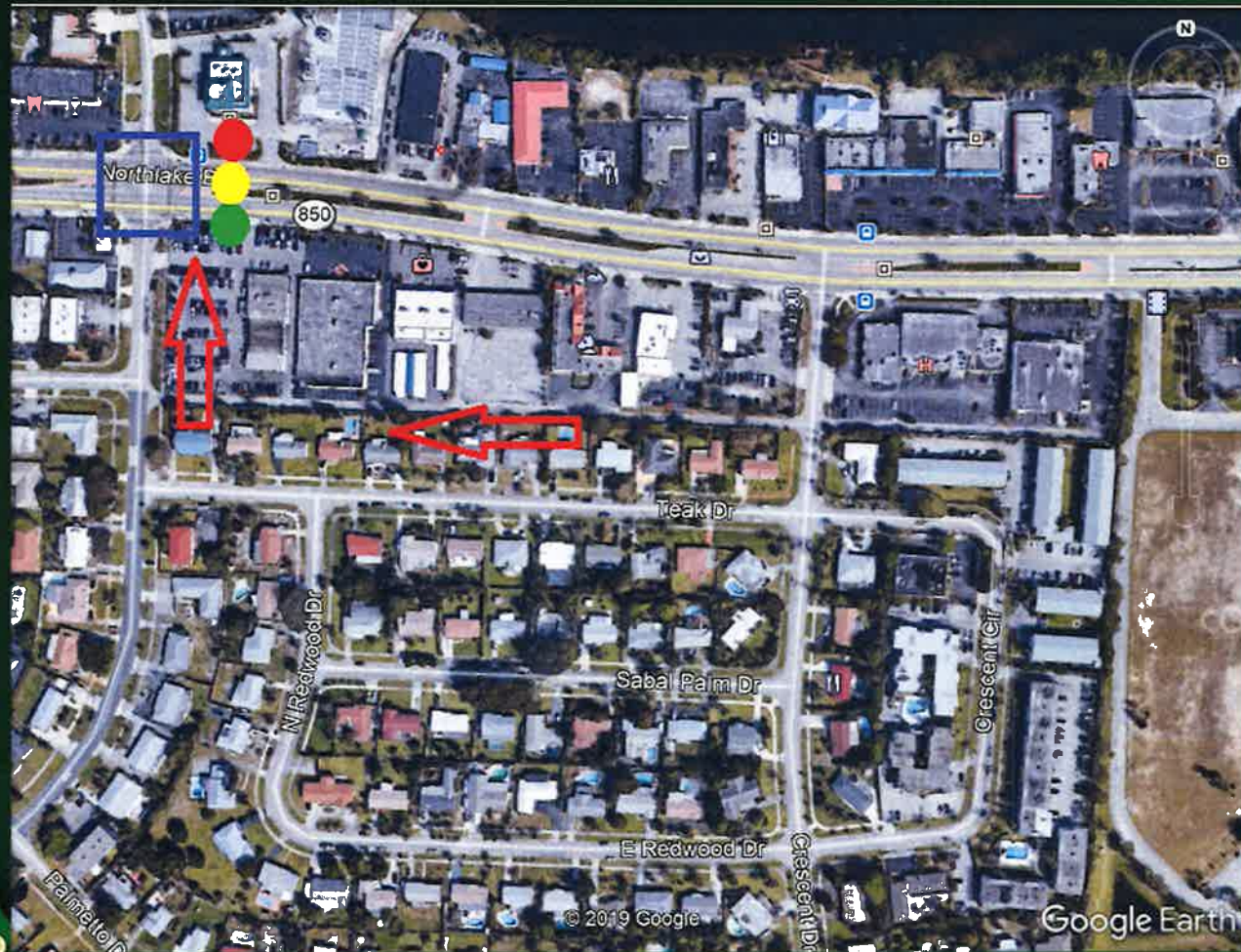


Teak Drive Traffic

PBSO Received Complaints of
Speeding on Teak Drive Between
Crescent Drive and Jasmine Drive



Teak Drive Traffic



Traffic is believed to be attributed to vehicles leaving a nearby complex and using Teak Drive as a "cut-through" to a traffic control device onto Northlake Blvd

Areas of Traffic Monitoring



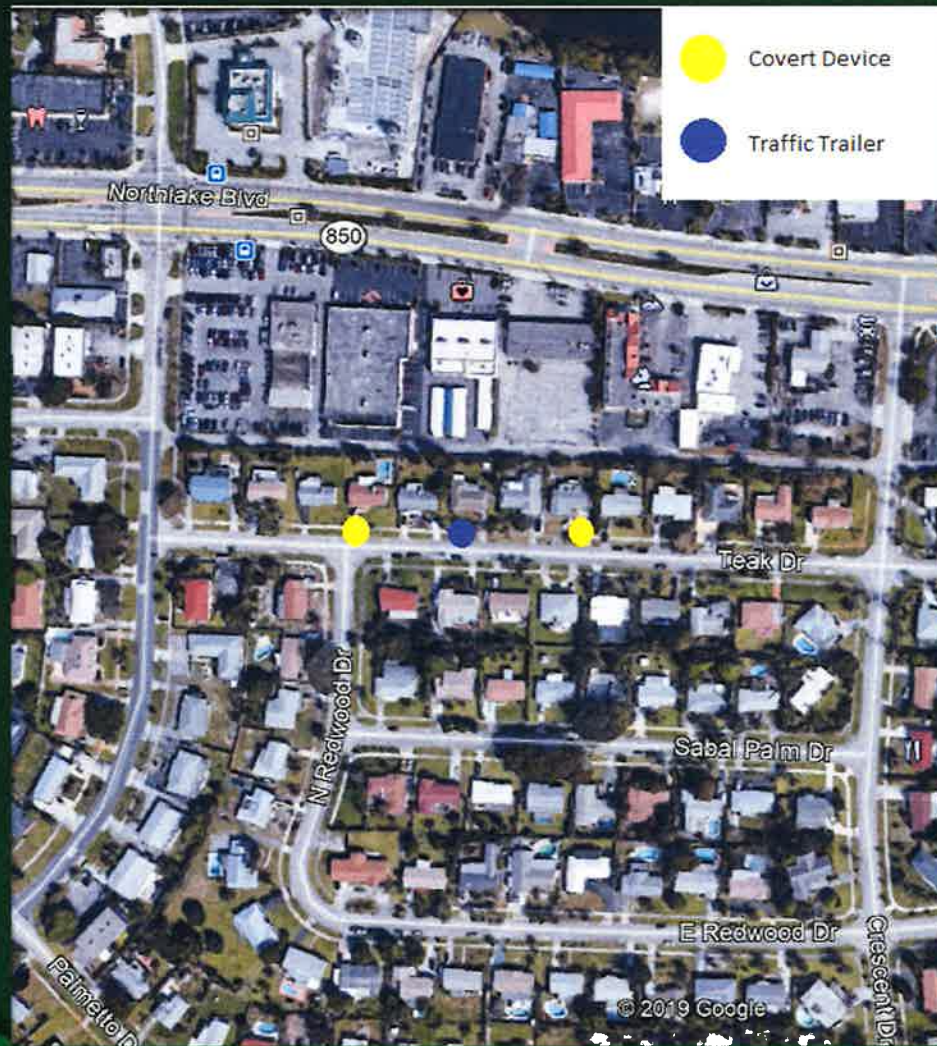
Westbound Area of Monitoring



Eastbound Area of Monitoring



Areas of Traffic Monitoring



Explanation of Speeds

Speed Limit of 30 mph

“Moderately Above Speed Limit”: 30-40 mph

“Excessive Speed”: 40 mph+



Speed Study Results - Trailer

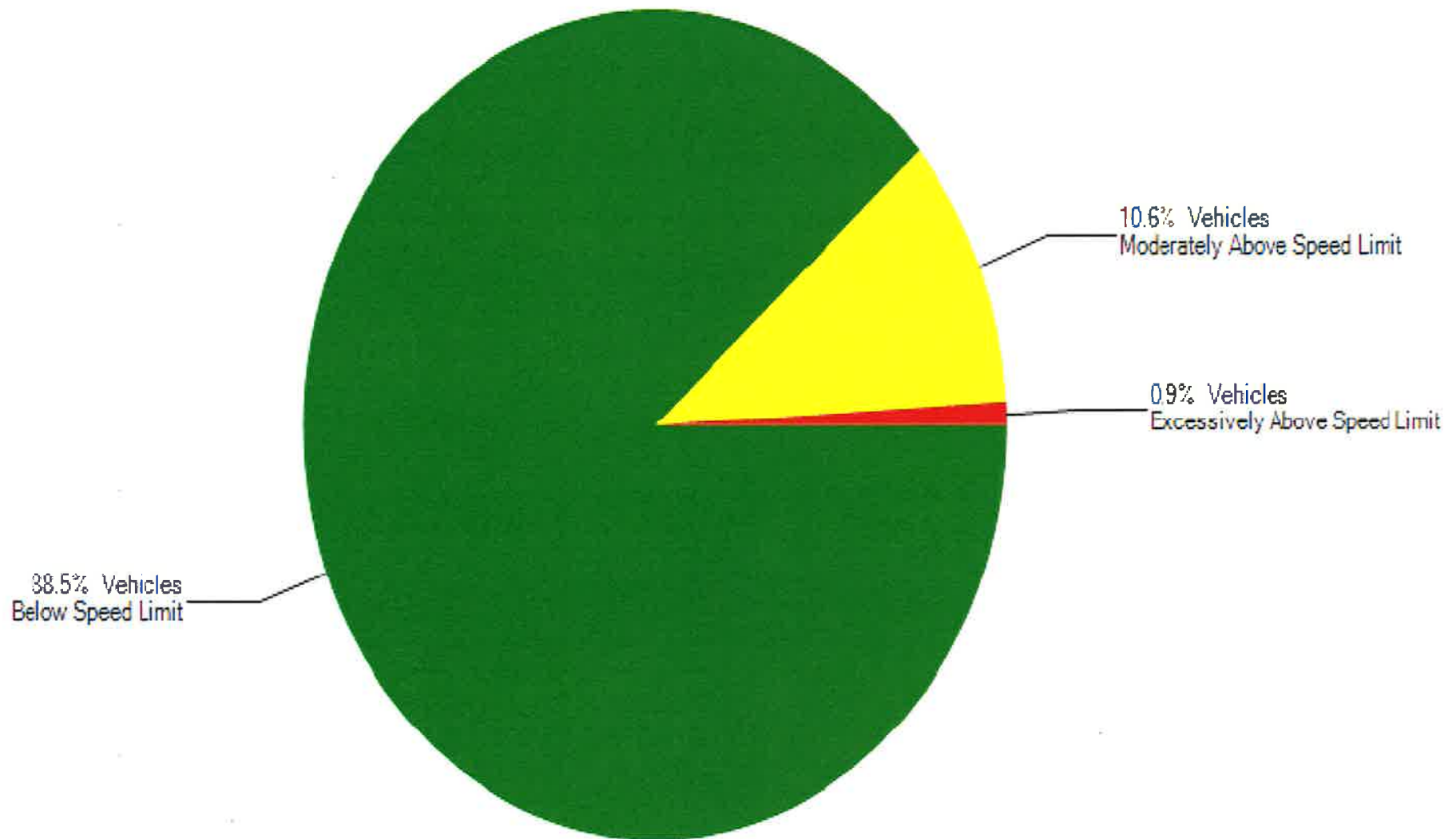
7 Days of Monitoring – 9/25/2019 – 10/2/2019

Survey Result

Total Vehicle Count		2793		
	Traffic Direction	Closing	Away	Combined
	Vehicle Count	1612	1181	2793
Posted Speed Limit			30 (mph)	
	<i>Vehicles Under the Speed Limit Count</i>	1415	1057	2472
	<i>Vehicles Under the Speed Limit Percentage</i>	87.78%	89.5%	88.51%
	<i>Vehicles Over the Speed Limit Count</i>	197	124	321
	<i>Vehicles Over the Speed Limit Percentage</i>	12.22%	10.5%	11.49%
Excessive Speed Threshold			40 (mph)	
	<i>Vehicles Over the Excessive Speed Count</i>	6	20	26
	<i>Vehicles Over the Excessive Speed Percentage</i>	0.37%	1.69%	0.93%
	<i>Average Speed Over Limit</i>	33.25 (mph)	35.53 (mph)	34.13 (mph)
Speed Profile				
	Average Speed	23.93 (mph)	23.1 (mph)	23.58 (mph)
	Minimum Speed	10 (mph)	10 (mph)	10 (mph)
	Maximum Speed	46 (mph)	61 (mph)	61 (mph)
	85th Percentile Speed	30 (mph)	29 (mph)	30 (mph)
	Standard Deviation	8 (mph)	8 (mph)	8 (mph)
	10 mph Pace	19-28 (mph)	19-28 (mph)	19-28 (mph)
	In Pace Count	921	628	1549

Speed Study Results - Trailer

7 Days of Monitoring – 9/25/2019 – 10/2/2019



Speed Study Results – CTM / WB

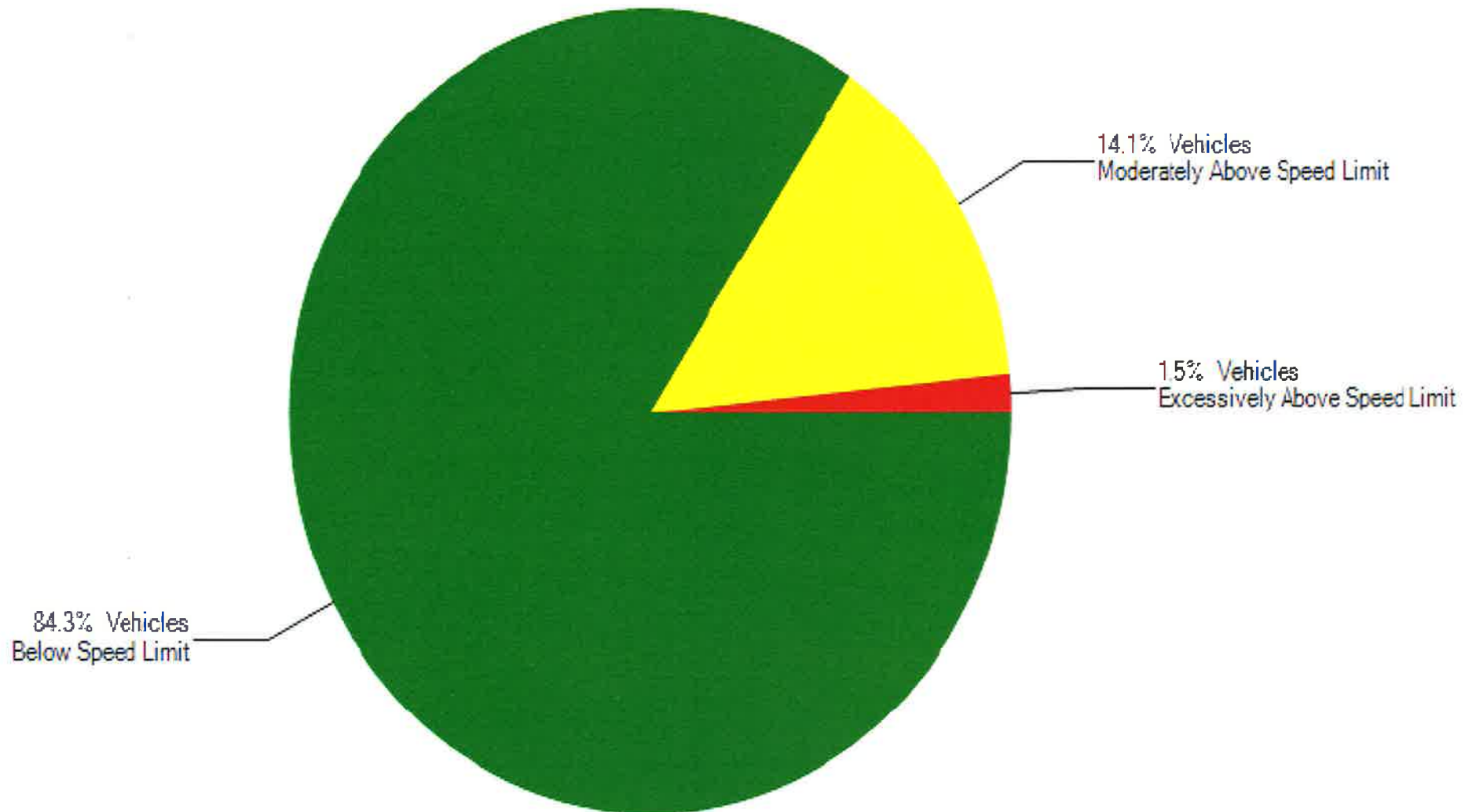
7 Days of Monitoring – 10/8/2019 – 10/15/2019

Survey Result

Total Vehicle Count		3510	
	Traffic Direction	Closing	Away
	Vehicle Count	2083	1427
			Combined
			3510
Posted Speed Limit			30 (mph)
<i>Vehicles Under the Speed Limit Count</i>		1710	1250
<i>Vehicles Under the Speed Limit Percentage</i>		82.09%	87.6%
<i>Vehicles Over the Speed Limit Count</i>		373	177
<i>Vehicles Over the Speed Limit Percentage</i>		17.91%	12.4%
Excessive Speed Threshold			40 (mph)
<i>Vehicles Over the Excessive Speed Count</i>		33	21
<i>Vehicles Over the Excessive Speed Percentage</i>		1.58%	1.47%
<i>Average Speed Over Limit</i>		34.8 (mph)	34.97 (mph)
Speed Profile			34.85 (mph)
	Average Speed	24.83 (mph)	22.93 (mph)
	Minimum Speed	10 (mph)	10 (mph)
	Maximum Speed	100 (mph)	61 (mph)
	85th Percentile Speed	31 (mph)	30 (mph)
	Standard Deviation	12 (mph)	9 (mph)
	10 mph Pace	20-29 (mph)	18-27 (mph)
	In Pace Count	1090	715
			1758

Speed Study Results – CTM / WB

7 Days of Monitoring – 10/8/2019 – 10/15/2019



Speed Study Results – CTM / EB

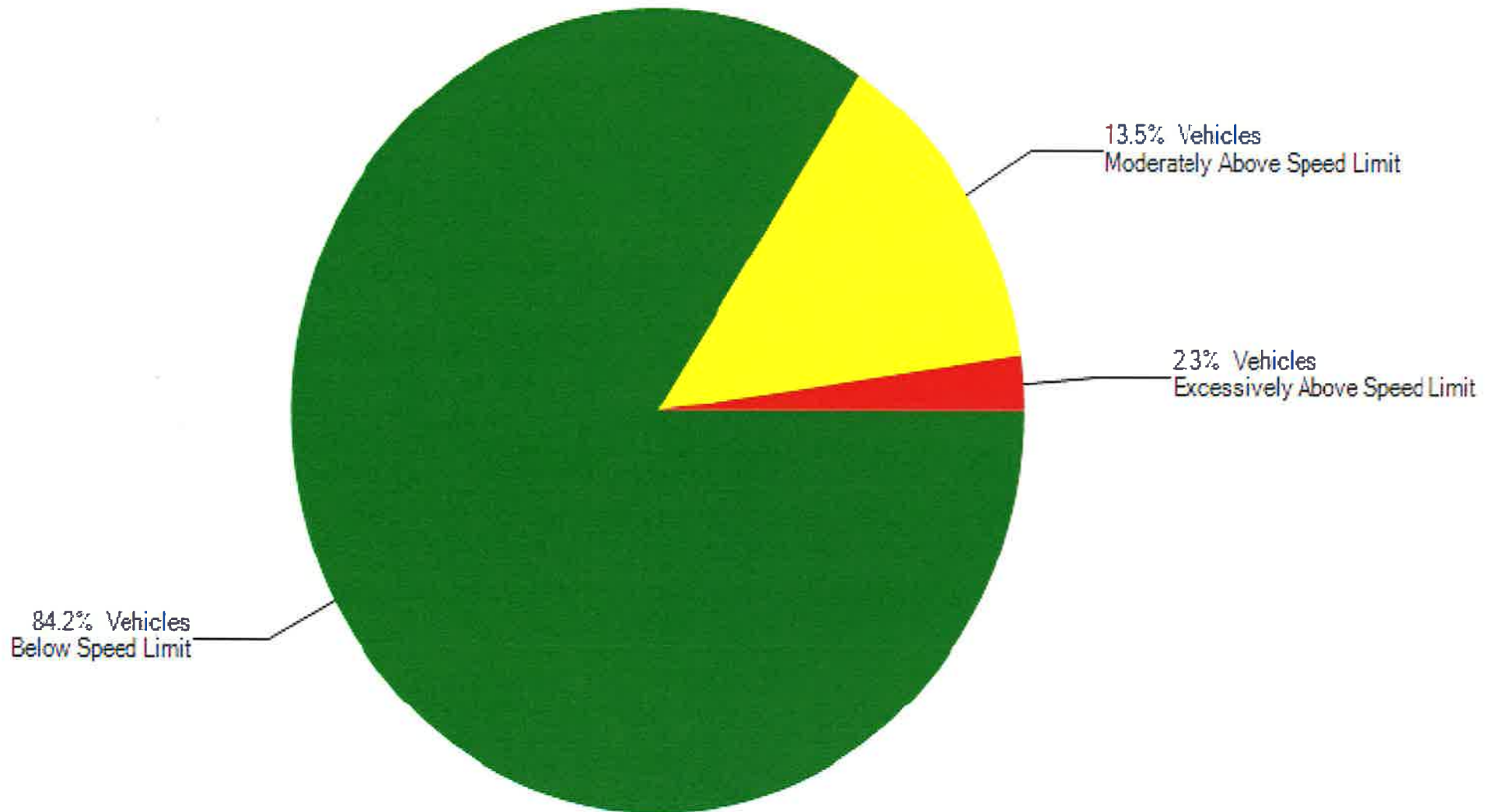
6 Days of Monitoring – 11/21/2019 – 11/27/2019

Survey Result

Total Vehicle Count		3022		
	Traffic Direction	Closing	Away	Combined
		East	West	
	Vehicle Count	1120	1902	3022
Posted Speed Limit			30 (mph)	
	<i>Vehicles Under the Speed Limit Count</i>	1009	1536	2545
	<i>Vehicles Under the Speed Limit Percentage</i>	90.09%	80.76%	84.22%
	<i>Vehicles Over the Speed Limit Count</i>	111	366	477
	<i>Vehicles Over the Speed Limit Percentage</i>	9.91%	19.24%	15.78%
Excessive Speed Threshold			40 (mph)	
	<i>Vehicles Over the Excessive Speed Count</i>	4	64	68
	<i>Vehicles Over the Excessive Speed Percentage</i>	0.36%	3.36%	2.25%
	<i>Average Speed Over Limit</i>	33.4 (mph)	36.01 (mph)	35.4 (mph)
Speed Profile				
	Average Speed	21.87 (mph)	25.08 (mph)	23.89 (mph)
	Minimum Speed	10 (mph)	10 (mph)	10 (mph)
	Maximum Speed	46 (mph)	68 (mph)	68 (mph)
	85th Percentile Speed	29 (mph)	32 (mph)	31 (mph)
	Standard Deviation	8 (mph)	12 (mph)	11 (mph)
	10 mph Pace	17-26 (mph)	21-30 (mph)	19-28 (mph)
	In Pace Count	541	912	1481

Speed Study Results – CTM / EB

6 Days of Monitoring – 11/21/2019 – 11/27/2019



Conclusion

Combined Results of the Three Studies Conducted:

Traffic Percentage At or Below The Speed Limit:	85.66%
Moderately Over The Speed Limit:	12.73%
Excessively Over The Speed Limit:	1.56%
Average Speed of Traffic:	23.84 mph
Average Speed Over the Limit:	34.79 mph



Conclusion

If Traffic Volume / Speeds Warrants Further Action:

- Traffic data will be evaluated and applied to criteria of Town Traffic calming Policy
- An Official Traffic Study may be initiated by a Competent Traffic Authority
- Traffic Calming Installation May Be Recommended By Traffic Study
- PBSO will continue to monitor this location and apply enforcement when necessary.



TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Item No.

Agenda

Tab 8

Agenda Title: Resolution Amending Exhibit A of the Palm Beach County Interlocal Agreements for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (PBCISS) to add 2 new locations, Lake Shore Park and Lake Park Marina Office.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

[Signature]

Date:

1-17-2020

Hoa Hoang, Chief Information Technology Officer
Name/Title

[Signature]

1/15/2020

<p>Originating Department: Information Technology</p>	<p>Add. Costs: \$ 164,320.00 Annual Fee: \$ 17,400.00 Funding Source: <i>301-63100</i> Acct. # sales taxes Infrastructure <input checked="" type="checkbox"/> Finance <i>[Signature]</i></p>	<p>Attachments: Resolution <i>06-01-20</i> Resolution <i>13-0249</i> First Amendment Resolution 31-06-18 Palm Beach County BOCC Executed Agreement</p>
<p>Advertised: 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 the agenda.</p>	<p>Yes I have notified everyone <input checked="" type="checkbox"/> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

The Town of Lake Park Commission adopted Resolution 31-06-18 on June 6, 2018 for the purpose of connecting fiber optic lines to Fire Station 68; Public Works; Palm Beach County Sheriff's Office; Town Hall; Lake Park Public Library, & Communication Tower on the Town Hall property. The Town now has the opportunity to expand the fiber optic lines to two (2)

additional locations, Lake Shore Park and the Lake Park Marina to provide Internet in the Office and provide Internet for new VoIP phones system. The attached Exhibit A includes the new locations for an additional installation cost of \$164,320.00 and annual fee of \$3,600.00.

The purpose of this agenda item is to request approval from the Commission of the Exhibit A to the Interlocal Agreement to include the two new locations for Internet service.

Recommended Motion:

I move to approve Resolution 06-01-20.

RESOLUTION NO. 06-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND THE INSTALLATION OF FIBER OPTIC LAMBDA RAIL FROM THE LAKE PARK TOWN HALL TO THE TOWN'S LAKE SHORE PARK AND LAKE PARK MARINA OFFICE BUILDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties have entered into that certain Agreement designated by the County as “**R2019-0345**” and dated March 12, 2019 hereinafter referred to as the “Agreement”; and

WHEREAS, pursuant to the Agreement, the County provides connectivity to its Information Technology Network; and

WHEREAS, the County and the Town have agreed to a first amendment to the Agreement, a copy of which is attached hereto and incorporated herein; and

WHEREAS, pursuant to the first amendment of the Agreement, the town will pay an additional cost for Fiber Optic Installation of \$164,320, and an additional annual fee of \$3,600.00 for services to be provided by the County to the town's facilities; and

WHEREAS, Exhibit A to the Agreement sets forth the role and responsibilities of to be provided by the County to the Town; and

WHEREAS, all other provisions of the Agreement shall remain in full force.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby designates a portion of the supplemental one cent sales tax as the source of funding for the additional services.

Section 3. The Mayor is hereby authorized and directed to execute the First Amendment to the Interlocal between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 4. This Resolution shall take effect upon execution.

*Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services*

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2020, by and between Town of Lake Park (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2018-1028, dated July 10, 2018 as amended by R2019-0345 dated March 12, 2019.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided in Section 6 herein, is for a period of one (1) year with four (4) automatic one year renewals. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Damage Caused by Disasters

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

Section 9 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

To: Town of Lake Park
John O. D'Agostino, Town Manager
535 Park Avenue
Lake Park, FL 33403
(Telephone: 561-881-3304)

With a copy to: Thomas J. Baird, Town Attorney
4741 Military Trail, Suite 200
Jupiter, FL 33458
(Telephone: 561-650-8233)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 10 **Entire Agreement**

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 11 **Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 12 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 13 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 14 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 15 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.

- D. Upon completion of the Agreement the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 16 Access and Audits

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least four (4) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the LOCAL GOVERNMENT'S places of business.

Section 17 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 18 Regulations, Licensing Requirements

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 20 **No Agency**

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 21 **No Assignability**

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

Section 22 **Amendments**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 **Waiver**

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 24 **Continuing Obligations**

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 27 Scrutinized Companies

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When agreement value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Section 28 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

----- Balance of page left intentionally blank -----

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Archie Satchell, CIO, ISS

Town of Lake Park

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on March 1, 2019.

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County Network Services

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County Network Services

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County Network Services

The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.

8. requesting changes in network equipment attachments services;
Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.
9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.
The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County Network Services

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Jenise Link, Senior Manager
561-355-6119 (office)
772-766-1309 (cell)
jlink@pbcgov.org

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbcgov.org

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services

Hoa Hgoc Hoang, ICMA
Chief Information Technology Officer
561-881-3303 (office)
772-722-1682 (cell)
hhoang@lakeparkflorida.gov

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

Section N: Fees and Charges for Network Connectivity and Related Services

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT’s building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under “Installation Charges”.

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue Lake Park, FL 33403	3/1/2019	250 MB	\$0	\$500	\$50	\$6,600
Public Works 650 Old Dixie Hwy. Lake Park, FL 33403	3/1/2019	50 MB	\$0	\$150	\$0	\$1,800
Public Library 529 Park Avenue Lake Park, FL 33403	3/1/2019	50 MB	\$0	\$150	\$0	\$1,800
Art on the Park 800 Park Avenue Lake Park, FL 33403	3/1/2019	50 MB	\$0	\$150	\$0	\$1,800
PBSO 6 th Street Lake Park, FL 33403	3/1/2019	50 MB	\$0	\$150	\$0	\$1,800
Lake Shore Park 600 Lake Shore Drive Lake Park, FL 33403	4/1/2020	50 MB	\$116,650	\$150	\$0	\$1,800
Marina 105 Lake Shore Drive Lake Park, FL 33403	4/1/2020	50 MB	\$47,670	\$150	\$0	\$1,800
TOTALS			\$164,320	\$1,400	\$50	\$17,400

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County Network Services

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County Network Services

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided.



Appendix 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #:

Organization requesting services: Town of Lake Park

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____

ISS Fiscal Manager: _____ Date: _____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Archie Satchell, CIO, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF LAKE PARK

COUNTY ATTORNEY

Name / Title

RESOLUTION NO. 13-02-19

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIRST AMENDMENT INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND THE INSTALLATION OF FIBER OPTIC LAMBDA RAIL FROM THE LAKE PARK FIRE STATION 68 PROPERTY TO THE TOWN'S 800 PARK AVENUE BUILDING 700 6TH STREET BUILDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (COUNTY) and the Town of Lake Park (TOWN) entered into an Interlocal Agreement, **R2018-1028** dated July 10, 2018, hereinafter referred to as the "Agreement", under which the COUNTY agreed to provide connectivity to its Information Technology Network; and

WHEREAS, the COUNTY and TOWN wish to amend the Agreement; and

WHEREAS, the amendment of the Agreement would result in an additional cost to the TOWN for the Fiber Optic Installation Services of \$19,947.50 and an additional annual fee of \$3,600.00; and

WHEREAS, the parties agree to amend the Agreement as set forth in the Exhibit A to the Agreement to provide network services at two additional locations and to replace the billing matrix as set forth therein; and.

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager has identified the additional source of funding for the IT services as being from the Town's portion of the supplemental one-cent sales tax.

Section 3. The Mayor is hereby authorized and directed to execute the First Amendment to the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 4. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER ANNE LYNCH	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 13-02-19 duly passed and adopted this 6 day of February, 2019.

TOWN OF LAKE PARK, FLORIDA


BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



RECEIVED

MAR 28 2019

Office of Town Manager
TOWN OF LAKE PARK

Information Systems Services

301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401
(561) 355-2823

FAX: (561) 355-3482 (8th Floor)

FAX: (561) 355-4120 (4th Floor)

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

March 21, 2019

Mr. John O. D'Agostino
Town Manager, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

**Re: Executed First Amendment to Agreement for IT Services
with Palm Beach County**

Mr. D'Agostino:

An executed original first amendment and two copies to our agreement for IT services are included for your records. The Board of County Commissioners approved the amended agreement on March 12, 2019.

Please contact me at (561) 355-6119 or JLink@pbcgov.org should you have any questions or require anything further.

Sincerely,

Jenise Link

Senior Manager

Information Systems Services Department

c: Thomas J. Baird, Town Attorney
Hoa Hoang, Chief IT Officer

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

First Amendment

This First Amendment ("Amendment") for information technology ("IT") services is entered into this 12 day of MAR 2019, 2019, by and between Town of Lake Park ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2018-1028** dated July 10, 2018, hereinafter referred to as the "Agreement", under which the COUNTY provided connectivity to the Palm Beach County Network as stated in that Agreement, to LOCAL GOVERNMENT. The COUNTY and LOCAL GOVERNMENT wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To provide network services at two additional locations and replace the billing matrix with the following:

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	3/1/2019	250MB	\$61,082.00	\$500	\$50	\$6,600
Public Works 650 Old Dixie Hwy., Lake Park, FL 33403	3/1/2019	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	3/1/2019	50Mb	\$6,347.00	\$150	\$0	\$1,800
Art on the Park 800 Park Avenue, Lake Park, FL 33403	3/1/3019	50Mb	\$9,787.50	\$150	\$0	\$1,800
PBSO 6 th Street, Lake Park, FL 33403	3/1/2019	50Mb	\$9,960.00	\$150	\$0	\$1,800
TOTALS			\$97,931.00	\$1,100	\$50	\$13,800

Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**Agreement with Palm Beach County and Town of Lake Park
Re: Palm Beach County ISS Services**

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

R2019 0345 MAR 12 2019

Palm Beach County, By Its
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

By: 
Deputy Clerk



By: 
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Archie Satchell, CIO, ISS

Town of Lake Park

By: 
Vivian Mendez, Town Clerk




Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

RESOLUTION NO. 31-06-18

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK REPEALING RESOLUTION 24-05-18 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A REVISED INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND THE INSTALLATION OF FIBER OPTIC LAMBDA RAIL FROM THE LAKE PARK FIRE STATION 68 PROPERTY TO THE TOWN'S PUBLIC WORKS FACILITY, ITS TOWN HALL AND LIBRARY BUILDING; PROVIDING FOR ITS CONNECTION TO THE PALM BEACH SHERRIFF'S OFFICE (PBSO) LAKE PARK STATION AND THE COMMUNICATION TOWER AT THE TOWN HALL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Part I of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and the County have recognized the need for the Town to obtain information technology services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, the Town has requested that Palm Beach County (the County) provide information technology network services to the Town, and relocate the County's Fiber Optic

lines from the property known as the Lake Park Fire Station 68 to the Town's Public Works facility, Town Hall, and Library; and to connect the fiber optic lines to the PBSO station and to the Communications Tower at the Town Hall property; and

WHEREAS, the Town and the County agree to enter into a revised Interlocal Agreement to provide for the joint use of IT assets and to establish policies for the use of these assets by the Town and County.

WHEREAS, the Town and the County have agreed to enter into this revised Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", to establish IT services to serve the Town's Town Hall, Library and Public Works buildings; and

WHEREAS, the cost of the Fiber Optic Installation Services would be \$78,183.50 with an annual fee of \$10,500.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager has identified the source of funding for the IT services as being from the Town's portion of the supplemental one cent sales tax.

Section 3. The Mayor is hereby authorized and directed to execute the Interlocal agreement between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 4. This Resolution shall take effect upon execution.



July 18, 2018

Information Systems Services

301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401
(561) 355-2823
FAX: (561) 355-3482 (8th Floor)
FAX: (561) 355-4120 (4th Floor)

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

Mr. John O. D'Agostino
Town Manager, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

**Re: Executed Agreement for IT Services
with Palm Beach County**

Mr. D'Agostino:

An executed original and two copies are included for your records. The Board of County Commissioners approved the agreement on July 10, 2018.

Please contact Joan Beno at (561) 355-6762 or jbeno@pbcgov.org should you have questions or require anything further.

Sincerely,

A handwritten signature in black ink that reads "Theresa C. Miller".

Theresa C. Miller
Administrative Secretary
Information Systems Services Department

c: Thomas J. Baird, Town Attorney
Hoa Hoang, Chief IT Officer

/tcm

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services*

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

R 2018 1028

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this ____ day of JUL 10 2018 2018, by and between the Town of Lake Park ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 **Purpose**

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for cause upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 10 **Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Town of Lake Park
 John O. D'Agostino, Town Manager
 535 Park Avenue,
 Lake Park, FL 33403
 (Telephone: 561-881-3304)

With a copy to: Thomas J. Baird, Town Attorney
 4741 Military Trail Suite 200
 Jupiter, FL 33458
 (Telephone: 561-650-8233)

To: **COUNTY:** Verdenia C. Baker, County Administrator
 c/o Steve Bordelon, Information Systems Services CIO
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, 8th floor
 West Palm Beach, FL 33401
 (Telephone: 561-355-2394)

With a copy to: County Attorney's Office
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, Suite 601
 West Palm Beach, FL 33401
 (Telephone: 561-355-2225)

Section 11 **Entire Agreement**

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services*

Section 12 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 13 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 14 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 15 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 16 Audits and Public Records

LOCAL GOVERNMENT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, LOCAL GOVERNMENT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Section 17 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 18 Regulations, Licensing Requirements

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 20 No Agency

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 21 **No Assignability**

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

Section 22 **Amendments**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 **Waiver**

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 24 **Continuing Obligations**

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 25 **Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 26 **Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

(The remainder of this page intentionally left blank.)

**Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services**

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

R 2018 1028 JUL 10 2018

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By:


Deputy Clerk

By:


Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

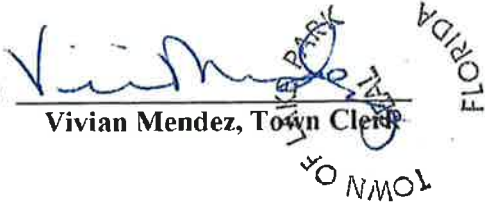

County Attorney

By:


Steve Bordelon, CIO, ISS

Town of Lake Park

By:

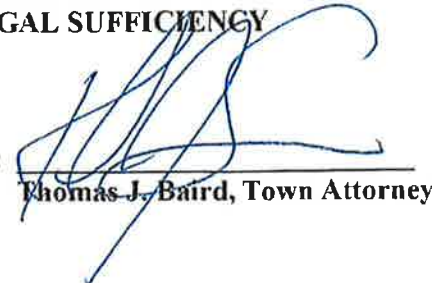

Vivian Mendez, Town Clerk

By:


Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


Thomas J. Baird, Town Attorney

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.
The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)

Archie Satchell, Deputy Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

LOCAL GOVERNMENT Information Services

Hoa Ngoc Hoang, CGCIO, ICMA
Chief Information Technology Officer
561-881-3303 (office)
hhoang@lakeparkflorida.gov

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's network services provided to the LOCAL GOVERNMENT.

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services*

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: **Town of Lake Park**

Type of Service: *

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF LAKE PARK

COUNTY ATTORNEY

Name, Title

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 29, 2020

Agenda Item No. Tab 9

Agenda Title: Resolution of the Town Commission Authorizing and Directing the Town Manager to Proceed with the Procurement of a 2020 Tymco Model 600 Street Sweeper Truck.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date: 1-7-2020

1/6/2020

Richard Scherle / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: See attached for Complete Breakdown of Costs</p> <p>Funding Source: Stormwater Fund - <u>Lease Purchase Program</u></p> <p>Acct. # 402-64100</p> <p><input checked="" type="checkbox"/> Finance <u>L. Cruise</u></p>	<p>Attachment 1: -Resolution No. <u>07-01-20</u> with Comprehensive Cost Breakdown (Principal and Interest) and Amortization Schedule</p> <p>Attachment 2: -Vehicle Specification Packages per Florida Sheriff's Association Contract (Contract No. FSA19-VEH17.0)</p>
<p>Advertised: 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 Not applicable in this case <u>JP</u> Please initial one.</p>

Summary Explanation/Background:

The Public Works Department's Stormwater Division is seeking approval to procure one new Tymco Model 600 Street Sweeper to replace its aged unit (12 years old) that is no longer operationally functional. Street sweeping is a crucial Best Management Practice (BMP) within the Town's stormwater management program, which significantly reduces pollutant loading that otherwise would enter the Town's stormwater infrastructure system and then be discharged into the Lake Worth Lagoon. Nitrogen, phosphorus, and other particulate matter is picked up and removed from Town roadways before it has a chance to enter the storm sewer system. This process contributes to substantially cleaner wet weather outflows from the Town which is why street sweeping has been an integral part of the Town's federally mandated NPDES program for well over 15 years. Historical data indicates that sweeping operations are one of the most effective BMPs that the Town has deployed to combat stormwater pollution, with tens of thousands of pounds of material being intercepted and removed before it had a chance to pollute our local waterways.

Using the Florida Sheriff's Association Contract Number FSA19-VEH17.0, proposals were assembled for one Tymco Model 600 Sweeper Truck. We have considered the equipment price, service availability (including cost of parts and the geographical location of service centers), the Town's previous history with Tymco (compared with the other vendors), and the operational functionality of the unit. Prior to making this selection, the Public Works Department conducted an in-depth investigation of six (6) different sweeper units which were available through the Florida Sheriff Association purchasing contracts. Of all six units we tested and demonstrated, the Tymco Model 600 was by far the best match for the Town's needs.

The principal price for the proposed sweeper unit is \$259,871.00. This procurement will be initiated as a five-year "lease-purchase" agreement, in much the same way as we have handled recent sanitation truck purchases. The full principal costs with interest are included in the attached comprehensive cost breakdown. The expected payment schedules are:

2020 Tymco Model 600 – Five (5) Year Payment Term (Original Price = \$259,871.00)

Year 1: First payment due upon delivery of unit; \$55,506.46

Year 2: Second payment due 2021; \$55,506.46

Year 3: Third payment due 2022; \$55,506.46

Year 4: Fourth payment due 2023; \$55,506.46

Year 5: Fifth and final payment due 2024; \$55,506.46

Staff recommends approval. Upon approval, the Town Manager will be empowered to execute any documents necessary to effectuate the lease-purchase of the sweeper unit.

Recommended Motion:

I move to adopt Resolution No. 07-01-20.

RESOLUTION NO. 04-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO ACQUIRE ONE TYMCO MODEL 600 STREET SWEEPER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town solicited proposals to lease-purchase one, 2020 Tymco Model 600 street sweeper truck (the "Sweeper") for its Stormwater Division, and

WHEREAS, the Town has complied with the requirements of its code and Florida statutes pertaining to the competitive bidding of products and commodities, and

WHEREAS, the principal cost of the Sweeper is \$259,871.00, with a five-year lease-purchase carrying a total cost of \$277,532.30, and

WHEREAS, based upon the proposal from Container Systems and Equipment Company, Inc., the Town Manager recommends the lease-purchase of one, 2020 Tymco Model 600 sweeper Truck for the Town's Stormwater Division.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized and directed to lease-purchase one new Sweeper and to execute any purchase orders, contracts or other documents necessary to effectuate its purchase. Copies of the formal proposals, with amortization schedules, are attached and included as Exhibit 'A.'

Section 3. This Resolution shall be effective upon adoption.

Town of Lake Park, FL
5 Yr. Annual, Advance, 3.40%

TYMCO Muni LP Quote
Sample Amortization

Dealer: Container Systems

Date	Pmt No.	Beg Bal	Int.#8062	Prin.#1200	P & I	End Bal
05/01/20	1	\$259,871.00	\$0.00	\$55,506.46	\$55,506.46	\$204,364.54
05/01/21	2	\$204,364.54	\$6,948.39	\$48,558.07	\$55,506.46	\$155,806.47
05/01/22	3	\$155,806.47	\$5,297.42	\$50,209.04	\$55,506.46	\$105,597.43
05/01/23	4	\$105,597.43	\$3,590.31	\$51,916.15	\$55,506.46	\$53,681.28
05/01/24	5	\$53,681.28	\$1,825.18	\$53,681.28	\$55,506.46	\$0.00
TOTALS:			\$17,661.30	\$259,871.00	\$277,532.30	



TYMCO, Inc.
MUNICIPAL LEASE/PURCHASE PROGRAM
FINANCE REQUEST

DEALER INFORMATION

Dealer #: 289100	Phone No.: 386-253-555
Name: Container Systems & Equipment Co., Inc.	Fax No.:
Address: 506 Bellevue Ave.	State: FL
City: Daytona	Zip Code: 32114
Contact:	

LESSEE INFORMATION

Name: Town of Lake Park	Phone No.: 561-881-3300
Address: 535 Park Avenue	Fax No.:
City: Lake Park	State: FL
Contact: Paul Mathis	Zip Code: 33403
	Fiscal Year Ending:

BID REQUEST INFORMATION

Request for Proposal: Yes	Estimated Award Date:
Bid Closing Date:	State Sales Tax (% if any): Not Included
	Unless shown state sales tax not included

EQUIPMENT

Quantity: 1	New Model: 600	Price Per Unit: \$259,871.00
		Less: Down Pmt. \$0.00
		<u>Finance Amount: \$259,871.00</u>

	OPTION I	OPTION II	OPTION III
No. of Years:	3	4	5
Pmt. Frequency:	Annually	Annually	Annually
Advance/Arrears:	Advance	Advance	Advance
No. of Pmts.:	3	4	5
Finance Amt.:	\$259,871.00	\$259,871.00	\$259,871.00
A.P.R.:	3.20%	3.30%	3.40%
Payment-periodic:	\$89,366.07	\$68,165.12	\$55,506.46
Pmt. Factor:	0.343886	0.262304	0.213592
Total Annual Pmt:	\$89,366.07	\$68,165.12	\$55,506.46
VALID THROUGH:	01/18/20	01/18/20	01/18/20

Notes: Budgetary Proposal. Financing based on approved credit and acceptance of TYMCO's lease purchase documents. Rates subject to change. 1st pmt due on delivery, annually thereafter. No lease document fees. No prepayment penalties. Non-binding until lease is signed.

Container Systems & EQUIPMENT CO., INC.

- PRICE QUOTATION -
2020 TYMCO Model 600 Sweeper
IAW FL Sheriffs Assoc. Bid # FSA19-VEH17.0 (2019-2020)
(Regenerative Air Street Sweeper, Spec. # 194)

DATE: December 10, 2019

TO: City of Lake Park
Attn: Mr. Paul Mathis

QTY.	DESCRIPTION	PRICE
one (1)	TYMCO Model 600 <i>with all standard equip. (see attached "General Specifications" sheet), and including the following std. and optional equip.:</i> 2020 International 4300 cab & chassis, with dual steering 200 hp, 6.7 Liter, diesel engine, Allison 2500RDS-P 6 speed transmission 31,000 lbs. GVWR John Deere diesel 4045T Final Tier 4 aux. engine, 99 hp w/Bluelogic control system 51 gallon fuel tank (shared, sweeper & chassis), 3.8 gal. (useable) aux. eng. DEF tank Skid Extensions Pressure Inlet Water Injection Additional water nozzles in: transition head, both gutter brooms, and hopper Gutter Broom tilt adjuster, both sides Abrasion Protection Pkg. Pick-up head curtain lifter Variable speed gutter brooms Water Gauge Dump switch in cab Automatic Sweep Interrupt Stainless Steel Pkg: hopper, includes screen, high-capacity dust separator, & bolt-on blower housing Dual Rear vision camera system Auxiliary Hydraulic System Suction Throat Liner with Wear Flange	

(continued)

Container Systems
& EQUIPMENT CO., INC.

TYMCO 600 Quote
December 10, 2018
Page 2

Arrowstik – LED: Whelen TACF85LH, SAE Class 1, 44", includes
LED lights – stop, turn, tail, temporary tag
Cummins 5Yr/150,000 warranty mile
After Treatment Device 5Yr/150,000 mile warranty
Allison Transmission 5Yr/150,000 mile warranty
International cab & chassis 5Yr/150,000 mile warranty

TOTAL: **\$ 259,871.00**

F.O.B.: Lake Park, FL
DELIV.: approx. 60-90 days after receipt of order
TERMS: net 45 days
TAXES: exempt
WARRANTY: Sweeper: 12 months/1200 hours
Cab & Chassis: Base Vehicle: 5 years, 500,000 miles
Allison transmission: 5 years, 500,000 miles
John Deere Engine: 5 years
NOTES: Subject to review after February 28, 2020

Respectfully,



Eric Clarke
South Florida Sales

Florida Sheriffs Bid # FSA19-VEH17.0 (2019-2020)				
Adjustment Worksheet - Spec # 057 - TYMCO 600 - Lake Park - December 10, 2019				
item	price	add	delete	adjusted
Base Bid - 2018 Tymco 600	\$244,950.00			\$244,950.00
International 4300, single speed rear axle, Comdex Pkg. with 330 gallon water capacity and storage box.			\$24,750.00	\$220,200.00
Skid Extensions		\$243.00		\$220,443.00
Pressure Inlet Water Injection		\$1,746.00		\$222,189.00
additional water nozzle in transition head, w/separate switch		\$388.00		\$222,577.00
additional water nozzle for gutter broom - left & right		\$776.00		\$223,353.00
additional water nozzle in hopper		\$388.00		\$223,741.00
Gutter Broom Tilt Adjuster, both sides - \$ 776 ea.		\$1,552.00		\$225,293.00
Abrasion Protection Pkg		\$921.00		\$226,214.00
pick-up head curtain lifter		\$1,455.00		\$227,669.00
Auxiliary Hydraulic System		\$1,067.00		\$228,736.00
variable speed gutter brooms		\$727.00		\$229,463.00
Water Gauge		\$582.00		\$230,045.00
Automatic Sweep Interrupt (ASI)		\$970.00		\$231,015.00
dump switch in cab		\$194.00		\$231,209.00
Stainless Steel hopper assy., hopper screen, & high capacity dust separator		\$17,945.00		\$249,154.00
Stainless Steel bolt-on blower housing		\$1,212.00		\$250,366.00
Suction Throat Liner with Wear Flange		\$1,455.00		\$251,821.00
Arrowstik - LED: Whelen TACF85LH, SAE class 1, (44")		\$800.00		\$252,621.00
Rear Vision Camera System - Two Cameras		\$2,425.00		\$255,046.00
sweeper odometer- std. equipment		\$0.00		\$255,046.00
12" parabolic mirror, 2 ea. - ILO 10"		\$100.00		\$255,146.00
LED lights - stop, turn, tail		\$500.00		\$255,646.00
hydrant wrench		\$50.00		\$255,696.00
temporary tag		\$0.00		\$255,696.00
Cummins 5 Year / 150,000 mile warranty		\$1,050.00		\$256,746.00
After Treatment Device 5 Year / 150,000 mile warranty		\$575.00		\$257,321.00

Allison Transmission 5 Year / 150,000 mile warranty		\$750.00		\$258,071.00
International Cab & Chassis 5 Year / 150,000 mile warranty		\$1,800.00		\$259,871.00
TOTAL:				\$259,871.00
NOTE: Shaded area indicates non-contract options.				
NOTE: Non-contract options are discounted 3% from factory list.				

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 1/29/2020 **Agenda Item No.** Tab 10

Agenda Title: FISCAL YEAR END 2018/2019 BUDGET ADJUSTMENTS

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

Approved by Town Manager [Signature] **Date:** 1-21-2020

Lourdes Cariseo **Finance Director**
Name/Title [Signature]

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: See attachment "A" Funding Source: Acct. See attached <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution, Budget Adjustment Itemization Attachments "A" & "B"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _LC Please initial one.

Summary Explanation/Background:

The Fiscal Year 2018/2019 budget had significant increases in revenues and expenditures. This fiscal year end resolution creates the budget adjustments needed. Attached is a schedule (Attachment "A") that lists the lines items that are to be amended. The General Fund revenue and expenditure budgets were increased by \$49,749.

Attachment "B" documents previous budget adjustments authorized by Town Manager.

Recommended Motion:

I move to adopt Resolution ___-20.

The staff recommends adjusting the following revenue/expenditure items:

RESOLUTION NO. 08-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2018-2019 AS PREVIOUSLY ADOPTED BY RESOLUTION 62-09-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 61-09-18 a final millage rate for Fiscal Year 2018-2019; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2018-2019, which was adopted by Resolution 62-09-18.

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

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

Section 2. An amended final budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Budget Adjustment Itemization (Attachment A).

Section 3. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Resolution shall become effective immediately upon adoption.

TOWN OF LAKE PARK

BUDGET ADJUSTMENT

ATTACHMENT "A"

DEPARTMENTS : Commission, Town Manager

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Professional Services	001-51-511-100-31000	7,150	
Contractual Services	001-51-511-100-34000		(20,000)
Travel & Training	001-51-511-100-40000	8,105	
Telephone	001-51-511-100-41100	36	
Printing	001-51-511-100-47000		(1,621)
Promotional Activity	001-51-511-100-48000	1,491	
Regular Salaries	001-51-512-104-12000		(15,000)
Overtime Salaries	001-51-512-104-14000	206	
Special Pay	001-51-512-104-15000		(500)
Wages Reclassified	001-51-512-104-19900	5,820	
FICA	001-51-512-104-21000		(2,000)
Retirement	001-51-512-104-22000	118	
Town Retirement Matching	001-51-512-104-22100	112	
Health Insurance	001-51-512-104-23100	2,571	
Professional Services	001-51-512-104-31000	3,535	
Travel & Training	001-51-512-104-40000	4,165	
Telephone	001-51-512-104-41100		(772)
Equipment Leases	001-51-512-104-44200		(200)
Printing	001-51-512-104-47000		(263)
Photocopying	001-51-512-104-47100	186	
Promotional Activity	001-51-512-104-48000	405	
Uniforms & Clothing	001-51-512-104-49400		(150)
Office Supplies	001-51-512-104-51000	194	
Operating Supplies	001-51-512-104-52000		(150)
Gasoline & Diesel Fuel	001-51-512-104-52100	45	
Memberships, Dues, & Subscrip	001-51-512-104-54200		(731)

SUB - TOTAL 34,139 (41,387)

Explanation: Commission, Town Manager

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT

ATTACHMENT "A"

DEPARTMENT: _____

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Executive Salaries	001-51-512-105-11000	4,800	
Regular Salaries	001-51-512-105-12000		(290)
Professional Services	001-51-512-105-31000	2,010	
TUITION REIMBURSEMENT - GF	001-51-512-105-40100	1,000	
Uniforms & Clothing	001-51-512-105-49400		(38)
Professional Services	001-51-512-106-31000		(4,076)
Travel & Training	001-51-512-106-40000		(300)
Printing	001-51-512-106-47000		(178)
Photocopying	001-51-512-106-47100		(766)
Professional Svc - Other Lega	001-51-514-108-31101	2,834	
Professional Services - Adm I	001-51-512-110-31000	4,076	
Travel & Training	001-51-512-110-40000	218	
Telephone-DSL	001-51-512-110-41105	1	
Software - Finance	001-51-512-110-49306	162	
Computer Supplies & Parts	001-51-512-110-51900	5,744	
Memberships, Dues, & Subscrip	001-51-512-110-54200	235	
Executive Salaries	001-51-513-150-11000	400	
Regular Salaries	001-51-513-150-12000	25,987	
Special Pay	001-51-513-150-15000	440	
Wages Reclassified	001-51-513-150-19900	931	
Retirement	001-51-513-150-22000	2,964	
Town Retirement Matching	001-51-513-150-22100		(3,000)
Disability	001-51-513-150-23500		(696)
Professional Services	001-51-513-150-31000		(4,423)
Accounting & Auditing	001-51-513-150-33000		(21,506)

SUB - TOTAL 51,802 (35,273)

Explanation: Human Resources, Town Clerk, Legal, Information Technolgy, Finance.

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

ATTACHMENT "A"

BUDGET ADJUSTMENT

DEPARTMENT:

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Contractual Services	001-51-513-150-34000		(4,423)
Travel & Training	001-51-513-150-40000		(21,506)
Telephone	001-51-513-150-41100	61	
Postage & Shipping	001-51-513-150-41200	3,503	
Equipment Leases	001-51-513-150-44200	112	
Printing	001-51-513-150-47000	410	
Photocopying	001-51-513-150-47100		(3,292)
Other Current Charges	001-51-513-150-49000	212	
Bank Charges / Admin Fees	001-51-513-150-49600		(655)
Other Current Charges	001-51-513-150-49000		(435)
Bank Charges / Admin Fees	001-51-513-150-49600	1,777	
Office Supplies	001-51-513-150-51000		(534)
Operating Supplies	001-51-513-150-52000	175	
Books & Subscriptions	001-51-513-150-54100		(750)
Memberships, Dues, & Subscrip	001-51-513-150-54200		(590)
Professional Services	001-52-521-200-31000		(27,500)
Contract PBC Sheriff	001-52-521-200-34010	24,254	
Telephone	001-52-521-200-41100	3,309	
Utilities	001-52-521-200-43000		(818)
Garbage & Trash	001-52-521-200-43250		(1,052)
Gasoline & Diesel Fuel	001-52-521-200-52100		(2,910)
Other Contract Services - Deb	001-52-525-250-34050		(250)
other contract Services - Tre	001-52-525-250-34055		(250)
Other Contract Services - Stw	001-52-525-250-34060		(250)
Operating Supplies	001-52-525-250-52000	9,469	

SUB - TOTAL 43,282 (65,215)

Explanation: Finance, PBSO, Emergency Management

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

**BUDGET ADJUSTMENT
DEPARTMENT:**

ATTACHMENT "A"
DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Executive Salaries	001-53-530-400-11000	1,800	
Regular Salaries	001-53-530-400-12000		(2,000)
Other & Part-Time Salaries	001-53-530-400-13000		(8,000)
Overtime Salaries	001-53-530-400-14000	1,395	
Special Pay	001-53-530-400-15000		(1,260)
Wages Reclassified	001-53-530-400-19900	3,814	
FICA	001-53-530-400-21000		(2,000)
Retirement	001-53-530-400-22000	1,790	
Town Retirement Matching	001-53-530-400-22100		(670)
Health Insurance	001-53-530-400-23100		(4,613)
Opt-Out Payment	001-53-530-400-23150	5,122	
Disability	001-53-530-400-23500		(471)
Contractual Services	001-53-530-400-34000		(316)
Travel & Training	001-53-530-400-40000	3,525	
Telephone	001-53-530-400-41100	968	
Postage & Shipping	001-53-530-400-41200	109	
Utilities	001-53-530-400-43000	119	
Equipment Maintenance Contrac	001-53-530-400-46100	393	
Uniforms & Clothing	001-53-530-400-49400	182	
Office Supplies	001-53-530-400-51000	106	
Operating Supplies	001-53-530-400-52000	103	
Gasoline & Diesel Fuel	001-53-530-400-52100	208	
Small Tools & Others	001-53-530-400-52200	1,575	
Regular Salaries	001-57-572-406-12000		(10,000)
Wages Reclassified	001-57-572-406-19900	5,087	

SUB - TOTAL

26,296	(29,330)
--------	----------

Explanation: Public Works Administration

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT

ATTACHMENT "A"

DEPARTMENT: _____

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
FICA	001-57-572-406-21000		(1,000)
Retirement	001-57-572-406-22000		(1,000)
Town Retirement Matching	001-57-572-406-22100		(1,000)
Health Insurance	001-57-572-406-23100		(15,000)
Opt Out Payments	001-57-572-406-23150	788	
Insurance - Dental	001-57-572-406-23200	231	
Insurance - Life	001-57-572-406-23300	166	
Insurance - Vision	001-57-572-406-23400	16	
Disability	001-57-572-406-23500	113	
Worker's Compensation Insuran	001-57-572-406-24000	790	
Contractual Services	001-57-572-406-34000	783	
Telephone	001-57-572-406-41100	39	
Utilitites	001-57-572-406-43000		(1,500)
Rentals	001-57-572-406-44100		(100)
Repair & Maintenance	001-57-572-406-46000		(294)
Uniforms & Clothing	001-57-572-406-49400	136	
Operating Supplies	001-57-572-406-52000	170	
Gasoline & Diesel Fuel	001-57-572-406-52100	2,292	
Small Tools & Other	001-57-572-406-52200	1,408	
Regular Salaries	001-54-597-408-12000		(10,000)
Special Pay	001-54-597-408-15000	500	
FICA	001-54-597-408-21000		(201)
Health Insurance	001-54-597-408-23100		(3,612)

SUB - TOTAL 7,432 (33,707)

Explanation: Grounds Maintenance, Facilities

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT
DEPARTMENT:

ATTACHMENT "A"
DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Contractual Services	001-54-597-408-34000		(15,267)
Permits & Fee	001-54-597-408-34010	246	
Utilities	001-54-597-408-43000		(2,223)
Repair & Maintenance	001-54-597-408-46000		(501)
Repair & Maintenance - Park M	001-54-597-408-46010	3,139	
Repair & Maint-Burt Bostrum P	001-54-597-408-46020		(775)
Operating Supplies	001-54-597-408-52000	4,717	
Gasoline & Diesel Fuel	001-54-597-408-52100	1,567	
Small Tools and Others	001-54-597-408-52200		(469)
Improvements-Bldg	001-54-597-408-62100		(53,056)
Improvement Other Than Bldg	001-54-597-408-63000	67,315	
Regular Salaries	001-59-591-410-12000	3,000	
Overtime Salaries	001-59-591-410-14000	1,800	
Wages Reclassified	001-59-591-410-19900	9,365	
FICA	001-59-591-410-21000	379	
Retirement	001-59-591-410-22000		(572)
Town Retirement Matching	001-59-591-410-22100		(683)
Insurance - Vision	001-59-591-410-23400	11	
Disability	001-59-591-410-23500		(428)
Contractual Services	001-59-591-410-34000		(935)
Permits & Fees	001-59-591-410-34010	31	
Telephone	001-59-591-410-41100		(26)
Equipment Leases	001-59-591-410-44200		(3,327)
Repair & Maintenance	001-59-591-410-46000	3,431	
SUB - TOTAL		95,001	(78,262)

Explanation: Grounds Maintenance, Facilities

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT
DEPARTMENT:

ATTACHMENT "A"

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Vehicle Parts & Supplies	001-59-591-410-46300		(282)
Uniforms & Clothing	001-59-591-410-49400	437	
Operating Supplies	001-59-591-410-52000	597	
Gasoline & Diesel Fuel	001-59-591-410-52100	1,451	
Small Tools and Others	001-59-591-410-52200		(200)
Executive Salaries	001-52-524-500-11000	1,400	
Regular Salaries	001-52-524-500-12000		(76,114)
Other & Part Time Salaries	001-52-524-500-13000	4,500	
Overtime Salaries	001-52-524-500-14000	6,420	
FICA	001-52-524-500-21000		(3,000)
Retirement	001-52-524-500-22000		(1,200)
Town Retirement Matching	001-52-524-500-22100		(1,568)
Health Insurance	001-52-524-500-23100		(11,496)
Insurance - Dental	001-52-524-500-23200		(493)
Insurance - Life	001-52-524-500-23300		(256)
Insurance - Vision	001-52-524-500-23400		(74)
Disability	001-52-524-500-23500		(386)
Worker's Compensation Insuran	001-52-524-500-24000		(656)
Mileage Reimbursement	001-52-524-500-26000		(275)
Professional Services	001-52-524-500-31000		(2,885)
Contractual Svc - Cost Recove	001-52-524-500-34200	6,060	
Contractual Svc-Code Violatio	001-52-524-500-34300	3,589	
Legal Advertising	001-52-524-500-34910	116	
SUB - TOTAL		24,570	(98,885)

Explanation: Vehicle Maintenance, Community Development

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT
DEPARTMENT:

ATTACHMENT "A"

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Travel & Training	001-52-524-500-40000	206	
Training - Bldg Code Educatio	001-52-524-500-40030		(1,851)
Telephone	001-52-524-500-41100	1,197	
Postage & Shipping	001-52-524-500-41200		(3,596)
Equipment Leases	001-52-524-500-44200		(1,212)
Printing	001-52-524-500-47000	89	
Photocopying	001-52-524-500-47100		(888)
Advertising	001-52-524-500-48100		(870)
Uniforms & Clothing	001-52-524-500-49400		(79)
Office Supplies - Bldg	001-52-524-500-51000	70	
Gasoline & Diesel Fuel	001-52-524-500-52100		(631)
Small Tools & Others	001-52-524-500-52200	2,231	
Memberships, Dues, & Subscrip	001-52-524-500-54200		(241)
Executive Salaries	001-57-572-600-11000	400	
Regular Salaries	001-57-572-600-12000	400	
Other & Part Time Salaries	001-57-572-600-13000	9,678	
Overtime Salaries	001-57-572-600-14000	143	
FICA	001-57-572-600-21000	388	
Retirement	001-57-572-600-22000		(123)
Town Retirement Matching	001-57-572-600-22100	39	
Health Insurance	001-57-572-600-23100	4,416	
Opt-Out Payment	001-57-572-600-23150		(960)
Worker's Compensation Insuran	001-57-572-600-24000		(456)
SUB - TOTAL		19,257	(10,907)

Explanation: Community Development, Special Events

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

BUDGET ADJUSTMENT
DEPARTMENT:

ATTACHMENT "A"

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Contractual Services	001-57-572-600-34000	120	
Travel & Training	001-57-572-600-40000		(1,072)
Telephone	001-57-572-600-41100		(755)
Utilities	001-57-572-600-43000	6,821	
Garbage & Trash	001-57-572-600-43250		(805)
Rentals	001-57-572-600-44100		(376)
Equipment Leases	001-57-572-600-44200	524	
Repair & Maintenance	001-57-572-600-46000		(1,518)
Printing	001-57-572-600-47000		(363)
Photocopying	001-57-572-600-47100		(426)
Promotional Activity	001-57-572-600-48000	424	
Promotional - Tree Lighting	001-57-572-600-48005	664	
Sunset Celebration	001-57-572-600-48046		(1,963)
Promotional - Easter Egg Hund	001-57-572-600-48056		(757)
Veteran's Day Parade	001-57-572-600-48057		(1,068)
Office Supplies	001-57-572-600-51000		(815)
Operating Supplies	001-57-572-600-52000	1,299	
Gasoline & Diesel Fuel	001-57-572-600-52100	277	
Program Exp - Summer Camp	001-57-572-600-57220	461	
Program Exp - Senior Bus Trip	001-57-572-600-57230		(200)
Sponsored Event Expense	001-57-572-600-57235		(490)

SUB - TOTAL 10,590 (10,608)

Explanation: Special Events

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK

**BUDGET ADJUSTMENT
DEPARTMENT:**

ATTACHMENT "A"

DATE: January 29, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Executive Salaries	001-57-571-700-11000	1,235	
Regular Salaries	001-57-571-700-12000	16,800	
Other & Part Time Salaries	001-57-571-700-13000		(20,635)
FICA	001-57-571-700-21000		(441)
Retirement	001-57-571-700-22000	627	
Town Retirement Matching	001-57-571-700-22100		(603)
Health Insurance	001-57-571-700-23100		(4,851)
Insurance - Dental	001-57-571-700-23200		(263)
Disability	001-57-571-700-23500		(149)
Contractual Services	001-57-571-700-34000		(1,219)
Travel & Training	001-57-571-700-40000		(498)
Telephone	001-57-571-700-41100	361	
Repair & Maintenance	001-57-571-700-46000		(1,000)
Printing	001-57-571-700-47000		(400)
Operating Supplies	001-57-571-700-52000	5,242	
Library Materials	001-57-571-700-56000	162	
Library Materials-Children &	001-57-571-700-56010		(2,629)
Machinery & Equipment	001-57-571-700-64100	3,486	
Wage Adjustment 1	001-51-589-900-12600		(30,909)
Insurance	001-51-589-900-45000		(30,631)
Insurance-Storage Tank	001-51-589-900-45120	680	
Contractual Services	001-52-524-500-34000	206,589	
Sale of Gnl Capital Assets (Revenue)			(49,749)
SUB - TOTAL		235,182	(143,977)

Explanation: Library, Non-Departmental

Community Development True-Up of Hy-Byrd

APPROVALS:

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

TOWN OF LAKE PARK ATTACHMENT "B"

BUDGET ADJUSTMENT
DEPARTMENT: HUMAN RESOURCES

Adjustment No.: 16
 DATE: 01/08/2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Regular Salaries	001-51-512-105-12000	44.00	
Special Pay	001-51-512-105-15000	560.00	
Wages Reclassified	001-51-512-105-19900		1.00
Fica	001-51-512-105-21000	100.00	
Retirement	001-51-512-105-22000		180.00
Town Retirement Matching	001-51-512-105-22100		269.00
Health Insurance	001-51-512-105-23100		1.00
Insurance-Life	001-51-512-105-23300	216.00	
Insurance-Vision	001-51-512-105-23400	16.00	
Disability	001-51-512-105-23500	29.00	
Worker's Compensation Insurance	001-51-512-105-24000	37.00	
Contractual Services	001-51-512-105-34000		896.00
Travel & Training	001-51-512-105-40000		134.00
Tuition Reimbursement	001-51-512-105-40100		305.00
Telephone	001-51-512-105-41100	30.00	
Postage & Shipping	001-51-512-105-41200	394.00	
Printing	001-51-512-105-47000	131.00	
Photocopying	001-51-512-105-47100		340.00
Advertising	001-51-512-105-48100	571.00	
Uniform & Clothing	001-51-512-105-49400	20.00	
Office Supplies	001-51-512-105-51000	42.00	
Memberships, Dues & Subscriptions	001-51-512-105-54200		64.00

TOTAL \$2,190.00 \$2,190.00

Explanation:

APPROVALS:

Department Head: _____
 Finance Director: *Lawrence Parisio*
 Town Manager: *Jim Gifford*
 Commission: _____

Date: _____
 Date: 1/8/2020
 Date: 1-10-2020
 Date: _____

TOWN OF LAKE PARK

ATTACHMENT "B"

BUDGET ADJUSTMENT
DEPARTMENT: TOWN CLERK

Adjustment No.: 13
DATE: 01/08/2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Executive Salaries	001-51-512-106-11000		150.00
Regular Salaries	001-51-512-106-12000		400.00
Overtime Salaries	001-51-512-106-14000	596.00	
Fica	001-51-512-106-21000		57.00
Retirement	001-51-512-106-22000		80.00
Town Retirement Matching	001-51-512-106-22100		54.00
Disability	001-51-512-106-23500		18.00
Professional Service	001-51-512-106-31000	201.00	
Contractual Services	001-51-512-106-34000	314.00	
Travel & Training	001-51-512-106-40000	431.00	
Telephone	001-51-512-106-41100		93.00
Postage & Shipping	001-51-512-106-41200	137.00	
Equipment Lease	001-51-512-106-44200	729.00	
Repair & Maintenance	001-51-512-106-46000		193.00
Printing	001-51-512-106-47000	163.00	
Photocopying	001-51-512-106-47100	188.00	
Advertising	001-51-512-106-48100		362.00
Office Supplies	001-51-512-106-51000		1,117.00
Memberships, Dues & Subscriptions	001-51-512-106-54200		235.00

TOTAL	\$2,759.00	\$2,759.00
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Explanation:

APPROVALS:

Department Head: _____
 Finance Director: Royce Jaisio
 Town Manager: JM Aguiar
 Commission: _____

Date: _____
 Date: 1/8/2020
 Date: 1-10-2020
 Date: _____

TOWN OF LAKE PARK

ATTACHMENT "B"

BUDGET ADJUSTMENT

Adjustment No.: 15

DEPARTMENT: INFO TECHNOLOGY

DATE: 01/08/2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Executive Salaries	001-51-512-110-11000		650.00
Fica	001-51-512-110-21000		156.00
Retirement	001-51-512-110-22000		10.00
Town Retirement Matching	001-51-512-110-22100		85.00
Health Insurance	001-51-512-110-23100	778.00	
Insurance-Life	001-51-512-110-23300	149.00	
Disability	001-51-512-110-23500		9.00
Professional Service	001-51-512-106-31000		4,076.00
Contractual Services	001-51-512-110-34000	320.00	
Travel & Training	001-51-512-110-40000		35.00
Telephone	001-51-512-110-41100		1,025.00
Telephone-DSL	001-51-512-110-41105	41.00	
Equipment Maintenance	001-51-512-110-46100	464.00	
Software-Administration	001-51-512-110-49303	1,083.00	
Operation Supplies	001-51-512-110-52000	3,211.00	

TOTAL	\$6,046.00	\$6,046.00
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Explanation:

APPROVALS:

Department Head: _____

Date: _____

Finance Director: Daoudo J. Jairo

Date: 1/8/2020

Town Manager: Mr. Aguirre

Date: 1-10-2020

Commission: _____

Date: _____

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 1/29/2020

Agenda Item No. Tab 11

Agenda Title: FISCAL YEAR 2019/2020 BUDGET
ADJUSTMENT FOR THE MARINA FUND

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. Wright* Date: 1-23-2020

Lourdes Cariseo Finance Director *Lourdes Cariseo*
 Name/Title

Originating Department: FINANCE	Costs: 0 Funding Source: Acct. <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution,
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> Please initial one.

Summary Explanation/Background:

The Fiscal Year 2019/2020 budget currently has a vacant budgeted position of Assistant DockMaster in the Marina Fund that will be replaced with the position of Dockmaster. There will not be an increase to the Marina Budget in the current fiscal year due to the vacancy in the Assistant Dockmaster position.

Recommended Motion:

I move to adopt Resolution ⁰⁹⁻⁰¹⁻____-20.

The staff recommends adjusting the following revenue/expenditure items:

RESOLUTION NO. 09-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020 AS PREVIOUSLY ADOPTED BY RESOLUTION 77-09-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 76-09-19 a final millage rate for Fiscal Year 2019-2020; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2019-2020, which was adopted by Resolution 77-09-19.

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

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

Section 2. An amended final budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth adding the position of Dock Master and removing the position of Assistant Dock Master. The 2019/2020 Budget total for the Marina remains unchanged at \$1,541,868.

Section 3. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Resolution shall become effective immediately upon adoption.

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 1/29/2020

Agenda Item No. *Tab 12*

Agenda Title: FISCAL YEAR 2019/2020 BUDGET
ADJUSTMENT FOR THE SANITATION FUND

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J.R. Agley* **Date:** 1-23-2020

Lourdes Cariseo **Finance Director**
Name/Title *Lourdes Cariseo*

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: See attachment "A" Funding Source: Acct. See attached <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution, Budget Adjustment Itemization Attachment "A"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> Please initial one.

Summary Explanation/Background:

The Fiscal Year 2019/2020 Sanitation Fund Budget currently has three vacant positions. The vacancies provide a temporary surplus of budget until the positions are filled in the current year. The request for transfer of funds are to provide budget for the unanticipated repair expenses of two recycling trucks. The repairs are necessary to get the trucks back in service. The Town is currently renting supplemental equipment to provide curbside recycling to the residents. The total Sanitation Budget remains unchanged at \$2,002,263.

Recommended Motion:

I move to adopt Resolution 10-01-20.

The staff recommends adjusting the following revenue/expenditure items:

RESOLUTION NO. 10-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020 AS PREVIOUSLY ADOPTED BY RESOLUTION 77-09-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 76-09-19 a final millage rate for Fiscal Year 2019-2020; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2019-2020, which was adopted by Resolution 77-09-19.

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

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

Section 2. An amended budget of the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth amending the Budget for the 2019/2020 Budget total for the Sanitation Fund remains unchanged at \$2,002,263.

Section 3. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Resolution shall become effective immediately upon adoption.

