



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 17, 2013, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Recognizing April 26, 2013 as National Arbor Day

Tab 1

D. PUBLIC COMMENT:

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

- E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.**
- 2. Regular Commission Meeting Minutes of April 3, 2013 Tab 2
 - 3. Commission Orientation Workshop Minutes of April 5, 2013 Tab 3
 - 4. Approving an Outside Activity of the Town Manager Tab 4
 - 5. Marina Security Services Contract Renewal – U.S. Security Associates, Inc. Tab 5
- F. BOARD MEMBERSHIP APPOINTMENT**
- 6. Re-appointment to the Planning and Zoning Board Tab 6
- G. OLD BUSINESS:**
None
- H. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**
None
- I. PUBLIC HEARINGS – ORDINANCE ON SECOND READING/QUASI-JUDICIAL:**
- 7. Amending the Town Charter at Article IV, Section 4 Entitled “Filling of Vacancy on Commission”. Tab 7
- AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4 ENTITLED “FILLING OF VACANCY ON COMMISSION”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- J. NEW BUSINESS:**
- 8. American Red Cross Community Courage Awards Tab 8
 - 9. Mid-Year Budget Review and Adjustments Tab 9
 - 10. Authorizing the Mayor to Execute a Phase 2 Scope of Work Agreement with Simmons & White, Inc. for Professional Services Associated with Lake Park Harbor Marina Soil and Paver Brick Settlement Correction Methods at the Seawall Tab 10
 - 11. Discussion about the Pending Site Plan for the Palm Beach County Scrub Area Tab 11
- K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- L. ADJOURNMENT**

Next Scheduled Regular Commission Meeting will be held on Wednesday, May 1, 2013

**SPECIAL
PRESENTATION/
REPORT**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 1*

Agenda Title: Proclamation recognizing April 26, 2013 as National Arbor Day

- SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
- [] BOARD APPOINTMENT [] OLD BUSINESS
- [] PUBLIC HEARING ORDINANCE ON _____ READING
- [] NEW BUSINESS: RESOLUTION [] DISCUSSION FOR FUTURE ACTION
- [] OTHER: _____

Approved by Town Manager *DSS* Date: *4/3/13*

David Hunt/Public Works Director
Name/Title

Originating Department: Public Works	Costs: \$ 150.00 Funding Source: DPW, Grounds Maintenance Div. Acct. # 406 - 52000 [X] Finance <i>BKR</i>	Attachments: Proclamation
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 <i>GH</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Each year, the Town of Lake Park celebrates National Arbor Day by inviting school children from local schools to participate in the Arbor Day Event with poems, songs and drawings honoring trees. This year, the National Arbor Day observance will take place in the Flagler Boulevard Median at 10:30 a.m. on Friday, April 26, 2013. An oak tree donated by Chris Wayne and Associates will be planted to replace a tree lost during the hurricanes. The Public Works Department will be coordinating the event. The anticipated \$150.00 cost will cover refreshments and has been budgeted for this event.

Recommended Motion: Proclaim April 26, 2013 as National Arbor Day.

**PROCLAMATION
IN HONOR OF NATIONAL ARBOR DAY**

WHEREAS; in 1871, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS; Arbor Day is now observed annually throughout the nation and the world; and

WHEREAS; trees are a renewable resource which provides the materials necessary to produce paper, construct our homes, fuel our fires and manufacture countless other wood products; and

WHEREAS; trees increase property values, enhance the economic vitality of business areas and improve the overall aesthetic appeal of our community, and can also reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS; efforts to protect our trees and woodlands by planting trees to promote the well-being of this and future generations should be supported by all persons.

NOW, THEREFORE; on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, Florida do hereby recognize April 26, 2013 as National Arbor Day.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 17th day of April, 2013.

BY: _____
Mayor James DuBois

ATTEST:

Vivian Mendez, Town Clerk

Consent Agenda

TAB 2



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 3, 2013,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Proclamation Honoring Public Works Employees During National Public Works Week May 19-25, 2013

Tab 1

D. **PUBLIC COMMENT:**

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

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

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

2. Regular Commission Meeting Minutes of March 20, 2013 Tab 2
- F. **BOARD MEMBERSHIP APPOINTMENTS**
3. Appointment of an Alternate Member to the Bioscience Land Protection Advisory Board Tab 3
4. Appointment of a Regular Member to the Planning and Zoning Board Tab 4
- G. **OLD BUSINESS:**
None
- H. **PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**
5. Amending the Town Charter at Article IV, Section 4 Entitled "Filling of Vacancy on Commission". Tab 5
- AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4 ENTITLED "FILLING OF VACANCY ON COMMISSION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- I. **PUBLIC HEARINGS - ORDINANCE ON SECOND READING/QUASI-JUDICIAL:**
None
- J. **NEW BUSINESS:**
6. Discussion regarding Changing the Limited Voting Election System Tab 6
- K. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- L. **ADJOURNMENT**



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 3, 2013, Immediately
following the CRA Meeting
Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 3, 2013 at 7:57 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioner Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Mayor DuBois led the pledge of allegiance. Town Clerk Vivian Mendez performed the Roll Call.

SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Honoring Public Works Employees During National Public Works Week May 19-25, 2013

Mayor DuBois presented the proclamation to Public Works Director Dave Hunt and staff from the Public Works Department.

Public Works Director Dave Hunt recognized Walter Thomas and Paul Mathis from the Public Works staff for their hard work. He thanked the Commission for the recognition and stated that the Public Works staff is happy to work for the Town.

Vice-Mayor Glas-Castro stated that several residents have commented to her about the work that Public Works employees do. She stated that the Public Works employees are the face of the Town because they are out on the streets. She appreciates what they do and for making the Town look good.

PUBLIC COMMENT:

Roselyn Saunders, 9193 High Point Drive, stated she is still trying to do the "Rainbow Parade of Children" and wants to do it on Saturday, April 14, 2013. She stated that she spoke with Former County Commissioner Marcus who is in support of the parade. She stated that the parade route would be from Kelsey Park down Park Avenue. She spoke about the property at Congress Avenue and Northlake Blvd and stated that she wants it to become a park.

Judith Thomas, 204 E. Jasmine Drive, congratulated all the newly sworn-in Commissioners. She complimented the Public Works Department regarding Blakely Park. She stated that she has major concerns regarding property maintenance in the Town. She stated that she is frustrated that other properties are not maintained. She stated

that she requested to memorialize Town resident Mel Umbrose with a tree or plaque in Blakely Park.

Mayor DuBois spoke about property maintenance and that he does not know if there is any other way to address the issue then by continuing to issue citations and code violations.

Ms. Thomas recommended that the Town mow overgrown properties and then lien the property for the cost of the maintenance.

Mayor DuBois stated that Wellington has a process to maintain properties and asked Town Manager Sugerman if that can be done in Lake Park.

Town Manager Sugerman stated that there is a process that includes a series of notices and providing the property owner the time to comply with the violation. If the property owner does not comply, the property will come before the Special Magistrate. An order can be issued for the Town to go to clean up the property and lien the property. He stated that it is a lengthy process and often the property come, into compliance at the last minute to avoid the fees.

Mayor DuBois asked if the Code Compliance Board resolved these types of cases quicker than the Special Magistrate.

Attorney Baird stated that the Code Compliance Board rarely met because of a lack of a quorum.

Town Manager Sugerman stated that in his experience from other municipalities that the Code Enforcement Boards tends to be more lenient than a Special Magistrate because they are neighbors of the violators whereas the Special Magistrate does not typically live in the community.

Mayor DuBois asked how many of these properties have been brought into compliance.

Community Development Director Nadia DiTommaso stated that on a monthly basis the Code Compliance Officers issue sixty (60) to eighty (80) violations and that over 50% of the properties do comply and do not go to hearing. She stated that there are approximately eighty (80) registered abandoned properties in Town. She stated that the Town does have an abatement process.

Commissioner Rapoza asked if a volunteer program could be established to have volunteers maintain properties within the Town and if there would be a liability to the Town.

Attorney Baird stated that the bank registration ordinance requires that once the property has been foreclosed that the bank must register the property with the Town and then maintain the property. He stated that bringing properties that are bank owned before the Special Magistrate will spur the banks to action to maintain the property. He stated that the problem with properties that are not bank owned and are homesteaded is that the

Florida Statutes do not allow the Town to foreclose a code enforcement lien against the homesteaded property.

Vice-Mayor Glas-Castro asked if properties are being cited for lack of sod.

Community Development Director DiTommaso stated “yes”.

Vice-Mayor Glas-Castro asked if these properties go through the abatement process and sod added to the property.

Community Development Director DiTommaso stated that the only abatements that the Town have done were for overgrowth of lawns.

Commissioner O’Rourke thanked Ms. Thomas for bring the issue forward. He stated that this issue is of concern to him and that the Commission will be working towards resolving this issue.

Mayor DuBois stated that regarding the tree planting program that the locations within the parks that needed trees would be identified and thought that the process of placing trees at these locations would be expedited by having a memorial tree program. He suggested that Ms. Thomas identify where a tree could be replaced because it has died or been removed.

Ms. Thomas stated that the issue is that because of the maintenance done by the Public Works Department there is not a need for trees in Blakely Park. She stated that she was directed to the Marina to place a brick there, but the problem is that Mr. Umbrose did not go to the Marina. He went to Blakely Park and that she wants to memorialize him at that park. She suggested that the Code needs flexibility to address these situations.

Mayor DuBois stated that he will contact Ms. Thomas to work with her regarding a tree memorial.

CONSENT AGENDA:

2. Regular Commission Meeting Minutes of March 20, 2013

Commissioner O’Rourke requested that on page 11 fourth paragraph that the word “industrial” be added between the words “from” and property” and that in the seventh paragraph that the word “an” be changed to “a” and that words “ Palm Beach County” be added between the words “Town’s” and “District”.

Motion: A motion was made by Commissioner O’Rourke to approve the Regular Commission Meeting Minutes of March 20, 2013, as amended; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

BOARD MEMBERSHIP APPOINTMENTS:

3. Appointment of an Alternate Member to the Bioscience Land Protection Advisory Board

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

Vice-Mayor Glas-Castro asked when the Bioscience Land Protection Advisory Board meets.

Town Manager Sugerman stated that the Board typically meets quarterly, however the next meeting will not be until September 2013 and will be hosted by the Town of Lake Park. The meetings may change to twice a year in the future.

Vice-Mayor Glas-Castro asked which properties in the Town are in the Bioscience Overlay.

Town Manager Sugerman stated that this is a County Board and that within the Town there is a Bioscience Overlay, but the Board activities are not necessarily tied to the Town's Bioscience Overlay.

Vice-Mayor Glas-Castro asked which properties in the Town are in the Town's Bioscience Overlay.

Attorney Baird stated that basically all the properties that are zoned industrial or CLIC.

Town Manager Sugerman stated that staff will provide the Commission with a map that provides the boundaries of the Bioscience Overlay.

Mayor DuBois asked Vice-Mayor Glas-Castro if she would be willing to serve as the alternate.

Vice-Mayor Glas-Castro stated that she would be willing if no other Commissioners had an interest in serving on the Board.

Commissioner O'Rourke stated that he would be interested in serving as the alternate member to the Bioscience Land Protection Advisory Board.

Motion: A motion was made by Vice-Mayor Glas-Castro to appoint Commissioner Michael O'Rourke as the Town of Lake Park's Alternate Member to the Bioscience Land Protection Advisory Board; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

4. Appointment of a Regular Member to the Planning and Zoning Board

Vice-Mayor Glas-Castro asked if the alternate member would get the first option to be the regular member.

Mayor DuBois stated that there is no automatic promotion of the alternate member.

Attorney Baird stated that it is the Commission's decision on who is the regular member.

Mayor DuBois stated that the alternate member would have to apply for the regular member position.

Commissioner O'Rourke stated that it is his understanding that there are certain qualification requirements for the Planning and Zoning Board. He asked if person(s) on the Board already fulfill those qualification requirements.

Attorney Baird stated that the Code encourages the selection of individuals that have some special expertise in the planning, landscape, landscape architecture, architecture and engineering but do not mandate the selection of individuals in each of the specific categories.

Mayor DuBois thinks that it is the function of each Commissioner to locate the community members who they will approve to be on Boards and Committees. He suggested that the Commissioners should go out and ask appropriate members of the community to serve on the various boards and committees.

Commissioner O'Rourke stated that he knows the applicant Cynthia Grey and he is sure that she can serve the Town admirably if she is put into the right position. He stated that there are many issues that the Commission needs to address in conjunction with the Administration to get the Town moving in a positive direction. He wants to discuss expanding and/or creating new committees to meet those needs. He provided an example of an Arts Council and stated that Ms. Grey would be a great addition to that entity given her background and expertise.

Mayor DuBois stated that they have received redundant applications by the same person for the same board/committee until the desired result is achieved and that this is not the only case that the same person applies for the same position over and over again. He asked if the Commission wanted to put some parameters regarding the number of times a person can apply for the same board and suggested that the discussion be brought back as new business on a future agenda.

Commissioner O'Rourke suggested postponing this item because he was not aware there was an opening on the Planning and Zoning Board and he would like an opportunity to look for candidates for the position. He asked residents to step forward and apply for positions on the various Town Boards and Committees and that he will solicit people to apply for the various open positions.

Motion: A motion was made by Commissioner O'Rourke to postpone the Appointment of a Regular Member to the Planning and Zoning Board for four (4) weeks; Commissioner Rapoza made the second.

Commissioner Rapoza asked if a bio and background for the applicants can be provided.

Vote on Motion:

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

Motion passed 5-0.

Motion: A motion was made by Vice-Mayor Glas-Castro to direct staff to maintain a list of issues, concerns and priorities that the Commission would like to discuss and that discussion regarding Board Member Applicants be added to the list; Commissioner O'Rourke made the second.

Town Manager Sugerman stated that the Commission is on the part of the agenda title Board Membership appointments and the last item was just disposed and the Commission should be moving on to Old Business.

Mayor DuBois stated that Board Membership Appointments is a general topic and as this item pertains particularly to appointments and how they are handled that he thinks this is an appropriate discussion and action.

Commissioner O'Rourke understands Town Manager Sugerman's comments on the procedure and suggested that this be brought back and added under New Business.

Mayor DuBois stated that this discussion was going to happen now or under new business and thinks that it is appropriate to deal with it now.

Vote on Motion:

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

Motion passed 5-0.

OLD BUSINESS:

None

PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

5. Amending the Town Charter at Article IV, Section 4 Entitled "Filling of Vacancy on Commission".

Attorney Baird explained the item (see attached Exhibit "B").

Commissioner O'Rourke asked if the word interim can be used instead on temporary when describing an appointed Commissioner.

Attorney Baird stated that temporary is the word currently used in the Charter.

Commissioner O'Rourke asked if the same process could be used to elevate the Vice-Mayor to the seat of Mayor on a vote of the Commission.

Attorney Baird stated that there were several revisions by himself and Town Manager Sugerman attempting to create a process as described by Commissioner O'Rourke. It was determined that by doing so it would create a vacancy on the Commission which then would require the Commission to fill that vacancy. The Ordinance as it is now crafted fills the Office of Mayor when there is a vacancy as quickly as possible with an election, which eliminates the issue of then having to fill the vacancy of a Commissioner.

Motion: A motion was made by Commissioner Flaherty to approve Ordinance Amending the Town Charter at Article IV, Section 4 Entitled "Filling of Vacancy on Commission"; Vice-Mayor Glas-Castro made the second.

Commissioner O'Rourke thinks that the Mayor should be selected by the Commission and then another Commissioner appointed by the Commission.

Mayor DuBois stated that ultimately there should be an odd number of Commissioners in order to create a majority but that with four (4) Commissioners the business of the Town can still be conducted. He stated that elections come up pretty regularly. He thinks the process proposed is appropriate.

Vote on Motion:

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

Motion passed 5-0.

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

PUBLIC HEARINGS - ORDINANCE ON SECOND READING/QUASI-JUDICIAL:

None

NEW BUSINESS:

6. Discussion regarding Changing the Limited Voting Election System

Attorney Baird explained the item (see Exhibit "C"). He stated that this is a very serious item and that the election system under which the Town operates came out of a Federal lawsuit against the Town. He stated that any change to the system is something that the

Commission needs to be fully informed about and thoughtful in regards to whether or not it is prudent to change the voting election system. He stated that based on his experience with the United States Justice Department and ongoing dialogue that if the Commission desires to change the system that the safest route to doing so would be to retain a political consultant with experience in the kinds of cases that the Justice Department brought against the Town. He stated that the consultant would analysis election results to give the Commission the data that would support any change that the Commission might decide is appropriate.

Commissioner Flaherty stated that he wants to follow-up with Attorney Baird and get information about the past reasons for the change and will be contacting Attorney Baird.

Vice-Mayor Glas-Castro stated that one of the top three (3) issues she heard on the campaign trail was about the voting election system. She stated that the residents are not happy with the system and that they think it is a disservice. They feel it is a violation of their rights that they only get to vote for one of their representatives and expressed that they want it to be changed. She stated that she wants to bring this back for further discussion and to explore the options.

Commissioner O'Rourke concurred with Vice-Mayor Glas-Castro and that he finds it troublesome the actions taken by the Federal Government.

Mayor DuBois suggested that over the next month that the Commission receive information from Attorney Baird regarding the history on this issue.

Attorney Baird requested that the item not come back until May 15, 2013 due the substantial amount of information involved in this issue. He believes that it is a good time to revisit the system because there have now been two (2) elections and the two (2) elections have not produced the results that the Justice Department wanted to impose upon the Town. That data that needs to be assembled in case the Justice Department should decide to challenge any change the Commission may make and would ensure that the Town has the evidence to withstand any challenge.

Mayor DuBois asked for the cost of the legal preparation and a political consultant be provided.

Attorney Baird stated that a change in the voting system would require an amendment to the Charter, which has to be referendum. It would logically need to be brought forward at the same time there is a regular municipal election. The next regular municipal election is the Mayoral election in March, 2014. He stated that to place the referendum on that ballot is a short time frame but it can be done. He stated that he can provide the cost information and that the legal costs would not be substantial.

Commissioner O'Rourke asked how long is the agreement the Town entered into with the Justice Department in effect.

Attorney Baird stated that the change in the election voting system is a Federal Court Order and the Order requires the Town to change the voting system. The Order is in

effect until and unless the Town changes it again. He stated that he asked if the Order would prevent the Town from every changing the system and the answer provided was that if the evidence shows that the Town is no longer discriminating then the Town can change to another voting system. He stated that the consultant would analysis the election evidence and he presumes the evidence would provide proof that the Town changes the voting system to rectify the alleged wrong and that yet with the change in the voting system that the change desired did not come about.

Commissioner O'Rourke stated that the Town according to the Census is represented by a large percentage of African-American's and the Town must some way find a way to represent them in a proper manner and that is the other side of the equation. However, his view is that he does not need the Justice Department telling him that he has to serve his constituents and that is where he gets upset with this issue. He stated that he understands the Justice Department's concerns but there is a secondary issue. The secondary issue is that the system in place now the constituents can only vote for one Commissioner and it is a problem when one can vote for the person they want in office.

Mayor DuBois stated that it is not the intention of the Commission to harm or deny anyone equal access to the electoral process or to legislative office. That it is only the intention of the Commission, he assumes, to provide the Town with a stable and consistent mechanism for electing Commissioners in a fair way that establishes legislative continuity between terms of office. He stated that this is a sensitive issue and that the Commission needs to be prepared to listen to the other side of the issue.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird stated that he has no comments.

Town Manager Sugerman stated that the Palm Beach County Sheriff's Office has contacted the Town regarding the renewal of services for the 2013-2014 fiscal year and that the contract will increase by two percent (2%) which equates to an increase of about \$53,000 over the cost of the current contract.

Vice-Mayor Glas-Castro asked if the contract provides for automatic increases without coming to the Commission for an amendment.

Town Manager Sugerman stated "yes" and explained that the contract could be cancelled to avoid the increase.

Mayor DuBois stated that neighboring communities were solicited to provide police services.

Town Manager Sugerman stated that there was past interest in the Town having a 4th of July event and having fireworks. He has obtained two (2) proposals for fireworks for an approximate cost of \$20,000 to \$25,000 for an approximate fifteen (15) minutes show. He stated that the budget does not contain these funds for fireworks. He stated that former Commissioners were interested in raising funds to pay for the fireworks show and there is

a legal opinion that says the Commissioner can solicit funds as long as it is for the Town. He stated that time is nearing to lock in fireworks for the 4th of July event and asked for feedback from the Commission.

Mayor DuBois stated that it is not in the budget and he does not think there is enough time to develop a sponsors program and he was happy with the picnic concept that the Town did last year and served the purpose very well. He suggested that a sponsorship program be developed and funds raised for future years.

Commissioner O'Rourke concurred.

Commissioner Rapoza concurred.

Commissioner Flaherty concurred and stated that raising donations can be tricky and it takes time to receive the donated funds.

Town Manager Sugerman provided the Commission with a letter from Palm Beach County regarding the 2013-2014 Community Development Block Grant (CDBG) program (see attached Exhibit "D"). He advised that the letter is dated April 1, 2013 and includes an application deadline of April 19, 2013. He stated that upon receiving the letter he contacted the Palm Beach County Department of Economic Sustainability and questioned the date of the letter and deadline and advised that the Town would not be able to have public hearings, receive comments from the public and prepare the application before the deadline. He was advised by the Department of Economic Sustainability to pick anything that is grant eligible and submit it by the April 19, 2013 deadline and that between April 19, 2013 and September 30, 2013 the Town would have the opportunity to amend the grant application. He stated that the Commission could consider this item at the April 17, 2013 meeting providing him with two (2) days to submit the application. Or direct him to complete the application with grant eligible activity such as park or drainage improvements. He could then submit the application by the deadline and then the Commission can amend the application.

Motion: A motion was made by Vice-Mayor Glas-Castro to direct the Town Manager to complete and submit a Community Development Block Grant Application for fiscal year 2013-2014 for a grant eligible park or drainage improvement project and to submit the application by the April 19, 2013 deadline; Commissioner O'Rourke made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor			

Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Manager Sugerman announced that the next Sunset Celebration at the Marina will be on Friday, April 26, 2013 from 5:00 pm to 8:00 pm and noted that the hours of the event have changed because it is now daylight savings time. He provided to the Commission the latest legislative tracking regarding the Sober House legislation that is pending in Tallahassee (see Exhibit "E"). He advised that on April 1, 2013 the Senate Committee Children, Families and Elder Affairs approved the bill that the Town is supporting on a nine (9) to zero (0) vote.

Commissioner Rapoza suggested that the Commission have a tour of the Marina and receive a presentation regarding issues at the Marina. She asked if a survey has been done to determine why boaters are using the Marina. She requested a tour of the Palm Beach Scrub to get a further understanding of the project. She stated that she would like to see more focus on meeting announcements and agendas in the Palm Beach Post to promote the good things and activities happening in the Town.

Commissioner Flaherty thanked Ms. Saunders and Ms. Thomas for their comments. He stated that the service for Genanne Doughty's memorial services will be held on Saturday, April 6, 2013 at 2:30 pm at the Baptist Church. He stated that Ms. Doughty will be missed. He stated that the Easter Egg Hunt was great. He stated that he attended the Vintage Worship Service and it was great and thanked staff for their assistance. He stated that the Relay for Life event will be held on April 26 and 27, 2013 at Lake Shore Park and noted that the Seeds of Hope Garden has a team. He stated that he attended the Friends of the Library Meeting on April 2, 2013 and encouraged people to participate. He stated that the next Community Watch meeting will be on Wednesday, April 10, 2013 at 6:30 pm at the Fire Station. He stated that the next Citizens on Patrol (COP) meeting will be on April 17, 2013 at 10:00 am at the Sheriff's Office Substation. He advised that he will be unable to attend the April 17, 2013 Commission meeting.

Commissioner O'Rourke stated that during the CRA meeting the Board discussed shared parking and that it was suggested that an Ordinance be created regarding shared parking requirements.

Motion: A motion was made by Commissioner O'Rourke to direct staff to draft an Ordinance to properly address issues related to shared parking in the Town to prevent hazardous conditions from arising and keep ascetics with regard to shared parking structures; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner			

O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Commissioner O'Rourke thanked Town Manager Sugerman for his service and asked for patience. He asked if the Commission can expand input from other people. He provide an example from the Northern Palm Beach County Improvement District where its members of the Board were assigned a committee for a project or issue and then that Board Member would present as a member of the committee ideas that they have with regards to that project or issue. He provided an example of the Marina and that there is not only the issue of vacancies but the interlocal agreement with Palm Beach County.

Mayor DuBois suggested a workshop for discussion of priorities and that each Commissioner should develop their own priority list. He stated that the task force model could be used for some of these project and issues. He asked what is the best way to provide Town Manager Sugerman with their priorities.

Town Manager Sugerman agreed with Mayor DuBois that each Commission has a top ten priority list and to have all of those priorities are difficult to make happen. He stated that one of the things that will be discussed at the Commission Orientation Workshop is the Comprehensive Annual Financial Report (CAFR) and that he is going emphasize that it is important for the Commission to understand the finances of the Town and then set the priorities with that knowledge. He thinks that the discussion regarding Commission priorities needs to be a public discussion. He stated that he is happy to meet with each Commissioner one on one but that the direction that the Commission will take collectively needs to be done in a open public process. He suggested a workshop meeting to work toward creating a priority list. He emphasized that he is proud to work for the Commission collectively and that he does not work for one Commissioner and decisions and actions must come from the Commission collectively.

Commissioner O'Rourke asked if the Commission is going to have a priority setting workshop.

Town Manager Sugerman stated anytime the Commission is ready after the Commission Orientation.

Vice-Mayor Glas-Castro expressed her support for a workshop for setting Commission priorities. She stated that the Marina Task Force has completed and asked if the recommendations would be coming before the Commission for review and possible action.

Town Manager Sugerman stated that the Task Force report and recommendations are complete and can be placed on a future Commission agenda when directed.

Vice-Mayor Glas-Castro requested that the item be scheduled for an agenda and that the Task Force members and interested parties be advised when that will happen so that they can participate.

Commissioner O'Rourke asked if the meeting regarding the Marina Task Force recommendations could take place at the Marina.

Town Manager Sugerman stated "yes" but there are two (2) issues; first there is only seating for fifty (50) and second there are recording and amplification issues and it cannot be broadcast on channel 18.

Vice-Mayor Glas-Castro stated that at the last meeting the Commission approved the grant application for the breakwater improvements at the Marina and that since then she has heard from residents with concerns regarding shoaling and wave action undermining the seawalls on the nearby condominium properties. She spoke with Town Manager Sugerman regarding the concerns and the coastal engineer that designed the breakwater provided a professional recommendation that there would not be any issues. Additionally, Town Manager Sugerman advised that coastal permitting is very arduous and that this issue will also be evaluated through the permitting process. She stated that in the monthly report it is not that the Community Development Block Grant allocation could be increased and asked if the Commissioners should be contacting the Town's County District Commissioner in support.

Town Manager Sugerman stated that it could go a long way for the Commissioners to contact the County Commissioners in support of expanding the allocation.

Vice-Mayor Glas-Castro stated that she has a conflict for the June 19, 2013 Commission meeting and will not be attendance. She asked if the monthly reports are on the website.

Town Manager Sugerman stated "no".

Vice-Mayor Glas-Castro asked if it can be placed on the website.

Town Manager Sugerman stated that if it is the direction of the Commission it can be placed on the website.

Mayor DuBois stated that he would prefer to keep the monthly report not publicized on the website before the Commission has had the opportunity to address it.

Town Manager Sugerman stated that the report is a public record and is available to anyone who requests it. It has not been his practice to post the monthly report on the website.

Commissioner Rapoza asked for information regarding the number of visits to the Town website.

Mayor DuBois provided clarification to the configuration of the Marina and noted that the Army Corps of Engineers permit defined the scope of the project and that determination of where the access point was placed was determined due to the presence of environmental sensitive plants. He stated that the Boat Show was a success and that he would volunteer next year. He asked if the grant is awarded for the breakwater grant will the Town have an engineer representing the Town to oversee all contractor work.

Town Manager Sugerman explained that is his policy to recommend that a engineer representing the Town to oversee all contractor work.

Mayor DuBois requested that the report by Robert Cutcher regarding the Marina deficiencies be provided to the new Commission.

Town Manager Sugerman stated that it can be provided but it could cause confusion because at the next meeting staff is bring forward a solution to the physical problems at the Marina.

Discussion ensued regarding which report Mayor DuBois was referencing to and it was determined that Mayor DuBois would provide the report to Town Manager Sugerman and that the report would then be provided to the Commission.

Mayor DuBois stated that there has been significant progress made regarding the extension of Tri-Rail. He thanked Kiwanis and Bridges of Lake Park for the Easter Egg Hunt and requested that the photographs be placed on the website. He went to Tallahassee and gave a two (2) minute speech before the House Appropriations Committee regarding the Lake Shore Drive storm water drainage application for \$500,000. The application scored seven (7) out of eight (8) and that the Town may receive funding. In the next few weeks the House Appropriations Committee will recommend which projects should get funded.

Town Manager Sugerman explained the process and that the Town should know by the end of July if the project will be funded.

Mayor DuBois provided testimony before the Children, Families and Elder Affairs Committee regarding the Sober House legislation and that the bill passed the Committee unanimously. He stated that the bill needed to be heard before another committee but the committee closed before hearing it and in order to be passed this year it will need to be added as an amendment to another bill. He stated that Palm Beach County State College is having a trustee event and asked if the information was provided to the Commission.

Town Manager Sugerman advised that the e-mail was forwarded to all Commissioners.

Mayor DuBois stated that the Library Board needs a liaison. He stated that Genanne Doughty passed away and will be missed.

Commissioner O'Rourke nominated Commissioner Flaherty as liaison to Library Board.

Commissioner Flaherty accepted the nomination.

Motion: A motion was made by Commissioner O'Rourke to appoint Commissioner Flaherty as liaison to the Library Board; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 5-0.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 10:20 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013



Exhibit "A"
04/03/2013

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 3, 2013

Agenda Item No. *Tab 3*

Agenda Title: Appointment of an Alternate Member to the Bioscience Land Protection Advisory Board

- | | |
|--|--|
| <input type="checkbox"/> CONSENT AGENDA | <input checked="" type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ____ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager *DSS* Date: 3/26/13

Vivian Mendez - Town Clerk

Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Bioscience Land Protection Advisory Board Interlocal Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>VM</i></u> Please initial one.

Summary Explanation/Background: The Bioscience Land Protection Advisory Board Interlocal Agreement, to which the Town of Lake Park is a party, designates that this advisory Board shall consist of a regular member and an alternate member from the Town of Lake Park.

As a result of the General Municipal Election of March 12, 2013 the position of alternate member of this Board became available. The purpose of this item is to appoint an alternate member to represent the Town of Lake Park on the Board.

A copy of the Bioscience Land Protection Advisory Board Interlocal Agreement is attached.

Recommended Motion: Appoint a member of the Town Commission as an alternate member to the Board.



Exhibit "B"
04/03/2013

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 3, 2013


Agenda Item No. Tab 5

Agenda Title: An Ordinance Amending the Town Charter Dealing with the Filling of Vacancies on the Town Commission

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1 READING
- NEW BUSINESS: RESOLUTION
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION

Approved by Town Manager  Date: 3/20/13

DALE S. SUGERMAN / TOWN MANAGER
Name/Title

Originating Department: Town Attorney	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Draft Ordinance
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></u> Please initial one.

Summary Explanation/Background:

At a prior Town Commission meeting, then Commissioner Longtin asked that the newly seated Commission consider taking up a discussion concerning changing the Town Charter dealing with the filling of vacancies on the Town Commission. A copy of the draft ordinance is attached for purposes of discussion.

Recommended Motion:

None needed as this is a discussion item only.



Exhibit "C"
04/03/2013

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 3, 2013

Agenda Item No. Tab 6

Agenda Title: Changing the Limited Voting Method System

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS: RESOLUTION
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- _____ READING
- DISCUSSION FOR FUTURE ACTION

Approved by Town Manager Date: 3/20/13

DALE S. SUGARMAN / TOWN MANAGER
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: None
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></u> Please initial one.

Summary Explanation/Background:

At a prior Town Commission meeting, then Commissioner Longtin asked that the newly seated Commission consider taking up a discussion concerning changing the limited voting election system now in place in the Town. This agenda item will allow for that discussion.

Recommended Motion:

None needed as this is a discussion item only.

Exhibit "0"
04/03/2013



April 1, 2013

Mr. Dale Sugarman, Town Manager
The Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Mr. Sugarman,

The Department of Economic Sustainability (DES) is accepting funding applications for the FY 2013-2014 Community Development Block Grant (CDBG) Program. By participating in the County's CDBG Program and by having an approved target area, the Town of Lake Park is entitled to receive funding. **The enclosed CDBG application must be completed and returned to DES no later than April 19, 2013.**

Please note the following:

- Since HUD has not yet determined the overall CDBG grant amount to the County, please limit your funding request to the amount received in FY 2012-2013 (\$37,294).
- Please submit only one (1) CDBG application for one (1) activity.
- Activities must be eligible per CDBG regulations at 24 CFR Part 570. In addition to activities designated as ineligible by the CDBG regulations, Planning and Administrative activities and Public Service activities are prohibited.
- Activities must address one of the three national objectives of the CDBG program: provide benefit to low- and moderate-income persons; aid in the prevention of slums and blight; or meet an urgent community development need.

An electronic version of the enclosed CDBG application has been emailed to your office. If you have any questions regarding application requirements or the CDBG Program in general, please contact Clement C. Clarke at ccclarke@pbcgov.org or at (561) 233-3622.

Sincerely,

Edward Lowery, Director, DES
Department of Economic Sustainability

Cc: Nadia DiTommaso, Director of Comm. Dev. Town of Lake Park
Sherry Howard, Deputy Director
Carlos Serrano, SPO Director, DES

**Department of
Economic Sustainability**

Strategic Planning
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(561) 233-3600
FAX: (561) 656-7589
www.pbcgov.com/des

**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor

Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Exhibit "E"
04/03/2013

The Florida Senate

SB 738: Substance Abuse Services

Tracking This Bill

GENERAL BILL by Clemens

Substance Abuse Services; Defining the term "sober house transitional living home" as it relates to the Hal S. Marchman Alcohol and Other Drug Services Act; requiring that an applicant seeking licensure for a proposed facility that would provide specified substance abuse services adhere to local, municipal, or county standards for zoning and occupancy; providing that a local government is not precluded from adopting ordinances that govern facilities that offer certain substance abuse services, etc.

Senate Committee References: Children, Families, and Elder Affairs (CF), Community Affairs (CA), Appropriations Subcommittee on Health and Human Services (AHS), Appropriations (AP)

Last Action: 04/01/2013 CS by Children, Families, and Elder Affairs; YEAS 9 NAYS 0

Effective Date: July 1, 2013

Bill History

DATE	CHAMBER	ACTION
02/08/2013	Senate	• Filed
02/13/2013	Senate	• Referred to Children, Families, and Elder Affairs; Community Affairs; Appropriations Subcommittee on Health and Human Services; Appropriations -SJ 54
03/05/2013	Senate	• Introduced -SJ 54
03/27/2013	Senate	• On Committee agenda-- Children, Families, and Elder Affairs, 04/01/13, 3:15 pm, 37 Senate Office Building
04/01/2013	Senate	• CS by Children, Families, and Elder Affairs; YEAS 9 NAYS 0

Related Bills

BILL NUMBER	SUBJECT	FILED BY	RELATIONSHIP	LAST ACTION	TRACK BILLS
<u>H 1089</u>	Substance Abuse Services	Grant	Identical	03/06/2013 H Referred to Health Innovation Subcommittee; Local and Federal Affairs Committee; Health and Human Services Committee -HJ 199	Track Bill

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 3*

Agenda Title: Commission Orientation Workshop Minutes of April 5, 2013

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

Approved by Town Manager *[Signature]* Date: *4/9/13*

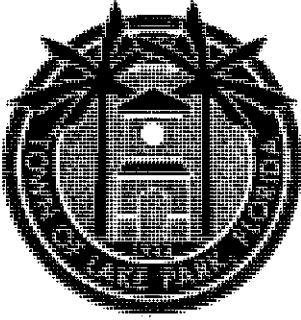
Vivian Mendez - Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Exhibit A Exhibit 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 <i>VM</i> Please initial one.

Summary Explanation/Background:

Recommended Motion:



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Commission Orientation Workshop
Wednesday, April 5, 2013, 3:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **PRESENTATION OF COMMISSION ORIENTATION BRIEFING**

Introduction by Town Manager Sugerman

Presentation by Town Manager Sugerman and Town Clerk Mendez
- D. **ADJOURNMENT**



Minutes
Town of Lake Park, Florida
Commission Orientation Workshop
Friday, April 5, 2013, 3:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Commission Orientation Workshop on Friday, April 5, 2013 at 3:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Attorney Thomas Baird, Town Manager Dale S. Sugerman, and Town Clerk Vivian Mendez.

Town Clerk Vivian Mendez performed the Roll Call.

PRESENTATION OF COMMISSION ORIENTATION BRIEFING:

Town Manager Sugerman congratulated everyone on their recent election. He began the presentation by pointing out the 2010 Census (page 3 of exhibit A), which shows that Lake Park's population was 8,155. As of the 2011 Census estimate, the Town of Lake Park has increased in population to 8,248.

A discussion regarding the Town of Lake Park's Mission Statement adopted in February 2003 ensued (see page 4 of exhibit A). Town Manager Sugerman spoke of a vision for the Town versus a Mission Statement. The Commission's consensus was to have further discussion on this topic at an upcoming workshop.

Town Manager Sugerman explained the Lake Park Form of Government (see page 4 of exhibit A) as a Commission-Manager Form of Government, where the Commission establishes policy and the Manager carries out the daily administration and execution of the policy. Town Attorney Baird provided a handout with explanations on various topics. (see exhibit B)

Town Manager Sugerman outlined the Duties of Commissioners, which can be found on page 5 and 6 of exhibit A.

Town Manager Sugerman explained the Community Redevelopment Agency (CRA) (see page 6 of exhibit A). Town Attorney Baird offered further background on CRA's.

Town Clerk Mendez explained the CRA Board and its meetings. She explained that members of the CRA Board must be residents or business owners within the CRA boundaries. Florida State Statute 163.356 (b) establishes this policy. She stated that there is currently one (1) opening on that Board.

She explained that the Planning and Zoning/Historic Preservation/Local Planning Agency are three (3) separate Boards comprised of the same members. She explained that there was an error in the paragraph regarding the Planning & Zoning Board. She asked that

they strike out “and non-resident business owners” from the section because non-resident business owners are not permitted on this board as per Section 2-112 (k) of the Town Code. (see page 6 of exhibit A). There are currently three (3) openings on that Board; one (1) alternate and two (2) regular memberships.

She explained that the Library Board is an advisory Board to the Commission. There are currently two (2) opening on the Board; one (1) alternate and one (1) regular membership. A question regarding the difference between the Library Board and the Friends of the Library was asked. Town Manager Sugerman stated that the Library Board is an advisory Board to the Commission. The Friends of the Library is an independent 501(c) -3 organization, which provides financial support to the Library.

Town Clerk Mendez explained the Lake Park Retired Police Officers’ Pension Trust Fund Board (see page 7 of exhibit A) as a Board that was established as a result of the merger that took place with the Palm Beach County Sheriff’s Office (PBSO). The Trust Fund currently covers six (6) retired members. Town Manager Sugerman explained how the board is comprised of two (2) retirees, two (2) members of Town staff (Finance Director and Town Manager), and one (1) citizen representative.

She explained that the Lake Park Harbor Marina Advisory Board has not been active for several years. When asked why the Board has not met Town Manager Sugerman explained that the Board membership has not been filled for a number of years as determined by former Town Commissions. He explained that he asked the Town Commission to establish a Harbor Marina Task Force, which was given three (3) specific assignments and had a specific time frame six (6) months to complete their work. The Report of the Task Force is available on the Town’s website.

Town Clerk Mendez explained that the Tree Board has not been active for many years as well (see page 8 of exhibit A).

Discussion ensued regarding Commissioners being appointed as liaisons to boards. Town Manager Sugerman explained that, based upon how other municipalities deal with this issue of sharing information from the various Boards back to the Commission, the Chairperson of each board should periodically present to the Commission a report on what the board is doing. He explained that he does not believe in liaisons being appointed to boards, that it should be the responsibility of the Chair of each board to report to the Commission.

Town Clerk Mendez explained that the mail that is received in Town Hall for the Commission is a public record and therefore a copy is made and kept in the Clerk’s office. She read the note on page 9 of exhibit A, which explains the official use of Town letterhead and the use of the official titles. She stated that all social media is subject to the Public Records Laws. Town Attorney Baird provided a brief history related to the adoption of those Resolutions.

Town Manager Sugerman explained the Commission agenda preparation process (page 9 and 10 of exhibit A) and how the Commission can request to have items placed on agendas. An agenda deadline schedule was distributed to the Commission. He explained

how the deadline schedule works and provided a few examples of when items would appear on a future agenda. The Commissioners discussed when they should contact the Town Manager to have items placed on an agenda. Town Manager Sugerman explained that using the deadline schedule provided would be one way to get items on an agenda. He explained that a second method would be during a Commission meeting where, based upon a majority vote of the Commission, direction would be given to place an item on a future Commission agenda.

Town Manager Sugerman explained that the Mayor presides at all Commission meetings and requested feedback on the possibility of changing the time the meeting begin from 7:00 p.m. to 6:00 p.m. Discussion ensued and the Commission came to consensus to begin meetings at 6:30 p.m. This change will not take effect until an Ordinance is adopted by the Commission.

Town Manager Sugerman explained that the last paragraph on page 11 includes a line that should have been stricken. It states that "Commissioners shall not engage in cross conversation with other members or the public". He asked that everyone strike that line out.

Town Clerk Mendez explained the importance of the Commissioners speaking clearly into the microphones so that the minutes can be taken accurately. A question was asked regarding having changes to minutes and when should those changes be reported to the Clerk?

Town Clerk Mendez explained that if the changes are considered grammatical and not substantive they can contact the Clerk's office to have the change done. If the change is considered substantive, then they will need to bring it up during the approval of the minute's portion of the agenda to request the change to be made.

Town Attorney Baird provided further explanation and examples of changes that can be made outside of a public meeting.

Town Clerk Mendez explained that in an effort to be more transparent, staff has changed the order of the agenda (page 12 of exhibit A). She stated that each item is explained on page 12 through 14 of exhibit A.

Town Manager Sugerman provided a few examples of where items would be placed on the agenda.

Town Clerk Mendez explained that they were each provided with the latest edition of Roberts Rules of Order. She read a few of the questions and responses to Sunshine Law/Public Records as found on page 17 through 19 of exhibit A. The Commission was asked if they had any other questions regarding the Sunshine Law and Public Records Law.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 5:25 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Town of Lake Park



Commission Orientation Briefing

TOWN COMMISSION 2013

- Mayor James DuBois**
- Vice-Mayor Kimberly K. Glas Castro**
- Commissioner Erin T. Flaherty**
- Commissioner Michael J. O'Rourke**
- Commissioner Kathleen M. Rapoza**

TOWN ATTORNEY
Attorney Thomas J. Baird, Esquire

TOWN MANAGER
Town Manager Dale S. Sugerman, Ph.D.

TOWN CLERK
Vivian Mendez, CMC

- DEPARTMENT DIRECTORS**
- Chief Information Technology Officer Hoa Hoang
 - Community Development Director Nadia DiTommaso
 - Finance Director Blake Rane
 - Harbor Marina Director James Hart
 - Human Resource Director Bambi McKibbon-Turner
 - Library Director Karen Mahnk
 - Public Works Director Dave Hunt
 - Recreation Director Kathleen Carroll

Battalion Chief Mike Wells, Palm Beach County Fire Rescue
Lieutenant Chris Myers, Palm Beach County Sheriff's Office

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Congratulations and Welcome

Congratulations on your recent election and welcome to the Town Commission and the leadership role that you are about to undertake on behalf of the citizens of the Town of Lake Park. We hope that this booklet will be helpful to you as you settle into your new role. While winning your election may have seemed to be the hard part you will soon discover that it might have been the easiest thing you will have undertaken as an elected official. Your life will change significantly (hopefully in a good way) and we are here to help you to become as successful as you want to be. Included in this booklet is some background information, some statistics, some rules and regulations and some helpful hints. If at any time you have any questions or concerns, we are here to help. We want you to succeed, because if you succeed our community succeeds. Now let's have some fun!

Brief Description of the Town

Geographically located in the southeastern United States along the Atlantic seacoast of Florida, the Town of Lake Park, was chartered as Kelsey City in 1923, and officially renamed as the Town of Lake Park in 1939 pursuant to Ordinance 3-39. It has been referred to as both the "Gateway to the Palm Beaches" and the "Jewel of the Palm Beaches" since the 1920's.

Designed and planned by Dr. John Nolan of Boston, Massachusetts, and the Olmsted Brothers, sons of Frederick Law Olmsted who has long been acknowledged as the founder of American landscape architecture and who along with his partner Calvert Vaux designed New York City's Central Park, Kelsey City was the first zoned municipality in the State of Florida. Since then, the boundaries of Lake Park have expanded to 2.35 square miles of residential, business, industrial and mixed use land. The Lake Park Town Hall, constructed in 1927 and listed on the National Register of Historic Places, not only survived the 1928 hurricane but served as a shelter for Town residents during the storm.

The 2010 (April 1st) annual census demographics for the Town of Lake Park show:

Population	8,155
Persons under the age of 18	24.3%
Persons 65 years and over	11.4%
White persons	37.4%
Black persons	55.0%
All others	7.6%
Language other than English spoken at home	39.6%
High school graduate or higher	79.5%
Bachelor's degree or higher	16.8%
Homeownership rate (2007-2011)	48.3%
Households	2,925
Median household income (2007-2011)	\$42,583
Persons below poverty level (2007-2011)	20.3%

The Town of Lake Park has been designated as a *Tree City U.S.A.* for twenty-one consecutive years commencing in 1991.

Town of Lake Park's Mission Statement

(Adopted in February of 2003)

To improve the quality of life for all Town stakeholders through the provision of effective and efficient service delivery while maintaining a small town atmosphere in an urban environment and embracing the sense of place and community that makes the Town of Lake Park special.

The Lake Park Form of Government

On March 7, 1990, the voters of the Town of Lake Park adopted a new Charter establishing the Commission-Manager as the Town's form of government. The Commission-Manager form of government is based on the premise that the responsibility for policy rests with the Town Commission and the responsibility for daily administration and execution of policy rests with the Town Manager. In order for this form of government to be effective, a team-like atmosphere between the Town Commission and administration must be developed. The Commission-Manager structure is similar to a private corporation as it emphasizes that the government operates as a business. The structure of the Town of Lake Park's government reflects this concept. A comparison is shown as follows:

Establishment of Policy

Public Sector

Town of Lake Park
Residents
City Commission

Private Sector

ABC Corporation
Stockholders
Board of Directors

Administration & Implementation

Town Manager
Department Directors

Chief Executive Officer
Department Heads

Mayor/Town Commission

The Town Commission is the governing body of the Town and is comprised of five (5) members including the Mayor elected by the citizens of the Town of Lake Park. Each member serves a term of three (3) years and receives an annual salary of \$9,384.00 paid bi-weekly. The Mayor receives an annual salary of \$10,000 paid bi-weekly. The official actions of the Mayor and members of the Town Commission are at all times governed by the provisions of the Florida Commission on Ethics as well as the Palm Beach County Commission on Ethics (a copy of the Ethics manual will be shared with members of the Town Commission under separate cover).

The Town Commission is responsible for adopting policies of the Town, considering and adopting Ordinances and Resolutions and approving the annual operating budget and Capital Improvement Program (CIP). In addition, the Town Commission approves all formal bids, plats, special exceptions, land use amendments, and variances to the Land Development Regulations.

The Town's operating departments include the Office of the Town Manager, Town Clerk's Office, Legal, Human Resources, Finance, Community Development, Information Technology, Library, Parks & Recreation, Marina, and Public Works. In addition, the Office of the Town Manager currently supports the operation of the Community Redevelopment Agency.

DUTIES OF COMMISSIONERS

An individual assumes many duties and responsibilities upon becoming an elected official. The Town Commission collectively is responsible for establishing policy, adopting the Town's budget, and providing direction to the Town Manager. Commissioners provide public leadership, represent the Town at various events, and communicate with constituents about their various concerns.

The following outline is a brief description of the various duties and role of a Commissioner. The description is not meant to be exhaustive; rather, an effort has been made to summarize the primary responsibilities of a Commissioner.

- I. **Establish Policy**
 - A. Approves the operating and Capital Improvement Program budgets upon presentation by the Town Manager.
 - B. Approves the Town's Comprehensive Plan.
 - C. Approves the Land Use Plan, the Land Development Regulations, and any Zoning and/or Land Use revisions.
 - D. Approves the awarding of contracts in excess of \$5,000 based on a formal bid process and Town ordinances.
 - E. Approves contracts and/or agreements.
 - F. Makes appointments to the various volunteer and/or advisory boards of the Town.
 - G. Approves ordinances and resolutions which establish laws and policies.

- II. **Direction to Administration**
 - A. Employs and terminates, by contract, the Town Manager and the Town Attorney.
 - B. Provides direction to the Town Manager by a majority vote of the Commission.
 - C. Reports complaints and/or requests for information to the Town Manager for appropriate follow-up if necessary.

- III. **Provide Public Leadership**
 - A. Solicit input from the community.
 - B. Gather information from a variety of sources.
 - C. Reviews alternatives and recommendations.
 - D. Collectively decide on the best course of action.

- IV. **Represents the Town**
- A. Palm Beach County League of Cities.
 - B. Florida League of Cities.
 - C. National League of Cities
 - D. Various Town functions.

Town of Lake Park Boards and Committees

CRA

WHAT IS THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY?

A community redevelopment agency, or CRA, is a public body which operates pursuant to the State of Florida Community Redevelopment Act of 1969 (*Florida Statutes Chapter 163, Part III*) which gives counties and municipalities the authority to create community redevelopment agencies, and to carry out community redevelopment to eliminate and prevent slum and blighted conditions and to enhance and protect the tax base within designated community redevelopment agency districts.

The Lake Park CRA is a public body established for the purpose of carrying out redevelopment (i.e., public improvements and business development projects) in the area of Lake Park, Florida, described in Resolution 14, 1996, the boundaries of which are illustrated in the Town of Lake Park Community Redevelopment Agency Map, which is attached on page 40. This area was described in Lake Park's report entitled A Finding of Necessity as a blighted area in the Town where rehabilitation, conservation or redevelopment, was needed. The Park Avenue Downtown District, or PADD, lies within the CRA, and is an area in Lake Park designated for urban and downtown development and redevelopment.

THE CRA BOARD AND ITS MEETINGS

The Lake Park CRA Board consists of seven members, five of whom are members of the Lake Park Town Commission and two of whom are unpaid volunteer members appointed by the Town Commission. The Mayor and the Vice Mayor serve as the Chairperson and Vice Chairperson respectively of the CRA Board. The volunteer members are each appointed to a four-year term, while the terms of members of the Town Commission run concurrently with the length of their terms on the Town Commission.

Currently, the Lake Park CRA Board meets on a quarterly basis on the first Wednesday of January, April, July, and October at 6:30 p.m. Special meetings may be called from time to time. The meetings are held in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, unless otherwise noted. Such meetings are open to the public.

Planning & Zoning/Historic Preservation Board/Local Planning Agency

Membership: Five (5) regular members serving two (2) year terms and two (2) alternate members serving one (1) year terms effective May first of each year. Board Membership is open to residents and non-resident business owners and should consist of one land use planner or architect; one architect; one civil engineer; one person engaged in business within the Town and

a fifth member who need not be engaged in any particular business. The Board elects a Chairman and Vice Chairman from its membership.

Purpose: To review the Town Comprehensive Plan and submit specific recommendations for Amendments to the plan. To hear and make recommendations to the Town Commission with regard to development plans within the Town, issues relating to the Zoning Code; to issue or deny certificates of appropriateness or special appropriateness; to approve historical markers and issue certificates of recognition; to establish guidelines for preservation; to promote awareness of historic preservation and its benefits to the Town.

Meeting date: First Monday of each month at 7:30 p.m.

Library Advisory Board

Membership: This Board shall consist of five (5) members and two (2) alternates who are appointed by the Town Commission. Members of the Library Board are appointed for a term of two (2) years or until their successors have been appointed and qualified. Members must be residents of the Town.

Purpose: This Board acts in an advisory capacity (non-administrative) to the Town Commission, to ensure representation of the ideas of citizens and taxpayers of the Town relative to the function and operation of the municipal library. Actions, decisions, or recommendations of the Library Board are not final or binding upon the Town Commission but are advisory only. The Board keeps records of all of the activities of the Board and makes annual reports to the Town Manager and the Town Commission, or whenever requested to do so by the Town Commission.

Meeting Date: First Thursday, Monthly at 6:00 p.m.

Lake Park Retired Police Officers' Pension Trust Fund Board

The Town of Lake Park created the Town of Lake Park Retired Police Officers' Pension Fund as a closed plan to pay the remaining obligations of the terminated Lake Park Police Pension Fund. The Lake Park Police Pension fund was terminated when the Town contracted with the Palm Beach County Sheriff's Office (PBSO) for police services. The police officers who, at the time of contracting for services with the PBSO, were still working for the Town became full time employees of the Sheriff's office. Those employees were absorbed into the PBSO pension plan. However, those employees who had retired from the Town of Lake Park's police department prior to the contractual relationship with PBSO had their pension plan moved into a separate fund.

A Board of Trustees administers the Town of Lake Park Retired Police Officers' Pension Fund. The Trustees discharge their duties with respect to the Pension Fund solely in the interest of the beneficiaries, and with the exclusive purpose of providing benefits and defraying the normal and reasonable expense of administration.

As of the publication of this booklet, the Fund has six (6) covered members (retirees). The Board is currently made up of two retirees, two members of the Town staff (the Finance Director and the Town Manager) and one citizen representative. The Board meets quarterly, and upon special call of the Chair. The Board also engages a plan administrator who is responsible for distribution of pension payments, investment activities, and annual reporting requirements imposed by the State of Florida.

Lake Park Harbor Marina Advisory Board

Membership: Five (5) regular members and two (2) alternate members comprised of residents and non-resident business owners serving three (3) year terms.

Purpose: To provide advisory recommendations regarding issues or projects as requested by the Town Commission or Town Manager regarding the progressive development and efficient operation of the Lake Park Harbor Marina.

Meeting Date: Currently the Marina Advisory Board is not active.

Tree Board

Membership: Five (5) regular members comprised of residents and non-resident business owners who shall serve three (3) year terms.

Purpose: To prepare an inventory of all trees on public property within the town; to assist the Community Development Director to develop and administer a written guide for care, preservation/planting and/or removal of trees and shrubs in parks, and rights-of-way.

Meeting Date: Currently the Tree Board is not active.

MAIL

Members of the Town Commission receive mail and other materials in connection with their public and official Town business. All mail is open to public scrutiny. Mail boxes are maintained in the Reception area of Town Hall. Mail will be placed in each Commissioner's mailbox. Members may make arrangements with the Town Clerk's Office to retrieve their mail.

Commission members have access to e-mail, faxes, and an iPad to conduct official town business. Agenda packets are available in electronic format, CD or paper.

NOTE: Please be aware that all mail sent from and received at Town Hall are Public Records. The explanation of Public Records can be found on page 17. In addition members of the Commission need to be aware of Resolution 47-2001 and Resolution 65-12-08 which deal with the use of Town stationary, the sending of correspondence as a member of the Town Commission, and the use of your official title on any correspondence. Copies of both Resolutions are included at the end of this packet on page 41.

SOCIAL MEDIA

The Town's official functions may require a social media presence from time to time in the normal course of work-related Town business.

The establishment of social media accounts and pages such as Twitter, Facebook, etc. utilizing the Town's computer technology devices and/or the Town's brand (e.g., logo, name, web resources, etc.) must be submitted to the Chief Information Technology Officer and then to the Town Manager for advance approval. These social media accounts are subject to Public Records law.

Advances in social media have encouraged new methods of communication and sharing of information. The Town supports the use of authorized social media sites as an alternative and timely method of communication with its citizens and employees and as a way to help fulfill its mission and promote the Town's brand.

COMMISSION MEETING PROCEDURES

COMMISSION AGENDA PREPARATION

Important Meeting Agenda Information

1. The Town Manager and the Town Clerk are responsible for constructing the agenda packet prior to each Commission meeting. Any member of the Town Commission may ask to have an item placed on a future agenda. The Agenda closes at 3:00 pm on the Monday two weeks prior to the actual meeting. All items on the Agenda must contain back-up information in the form of a memorandum and/or other documentation in order to outline what kind of action is proposed.

2. All Ordinances and Resolutions shall show the name of each Commissioner and whether such member voted for, against or failed to vote. All Ordinances and Resolutions, once approved by the Town Commission, shall be executed by the Mayor, attested to by the Town Clerk, and by the Town Attorney for legal sufficiency.
3. The Commission meeting agenda packet is electronically distributed to the Town Commission and posted on the Town's website by 5:00 pm one week prior to the meeting.
4. The members of the Town Commission should attempt to resolve any questions they may have about agenda items with the Town Manager prior to the meeting in order to obtain the necessary information for their decision-making process and for maintaining a smooth meeting. All requests for information relating to items that appear on the agenda should be directed to the Town Manager.
5. Those items that do not require a public hearing or are administrative in nature (i.e., contracts, resolutions) are normally placed on the Consent Agenda, which is voted on as one item. Any member of the Commission may remove an item from the Consent Agenda in order to discuss and vote on it as a separate issue. Requests for removal should be directed to the Mayor at the beginning of consideration of the Consent agenda.
6. Sequence of Agenda Items. Upon majority vote of the Commission, items on the agenda may be moved out of sequence in order to expedite the matters before the Town Commission.

The Town's Comprehensive Commission Meeting and Agenda Procedures were adopted by Resolution No. 33 1998. By adopting Resolution No. 33-1998 states that all meetings of the Town Commission shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised 1990 Edition.

COMMISSION MEETINGS

The Mayor presides at all commission meetings and serves as head of the Town government for ceremonial purposes such as the execution of official proclamations and Town Ordinances and Resolutions. The Mayor is the Town official designated to represent the Town in all dealings with other governmental entities. The Mayor is an equal voting member of the Town Commission but has no administrative responsibilities.

The Mayor is also responsible for presiding over all Town events unless another member of the Town Commission is delegated by the Mayor or by a vote of the Town Commission at a prior meeting to serve that function. The Vice-Mayor serves as Mayor in the case of death, disability, resignation, or removal of the Mayor.

The Town Commission meets the first and third Wednesday monthly to discuss and act on official Town business and issues of concern to the Commission. Regular Meetings: The Town Commission holds regular meetings on the first and third Wednesday of each month at 6:00 p.m.

at the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida 33403 or such other location as designated by the Town Commission from time to time. Special Meetings: Special meetings of the Town Commission may be held upon the call of the Mayor or Town Manager or upon the call of four (4) or more members of the Town Commission. Whenever, a Special Meeting is called, forty-eight (48) hours' notice shall be given to each member of the Town Commission and the public, or such shorter time as the majority of the Town Commission shall determine necessary in case of an emergency affecting life, health, property or the public peace. Notice to the public shall be posted at the Lake Park Town Hall. Notices shall state the place, date and hour of the meeting and the purpose for which such meeting is called and no further business shall be transacted at the meeting except as stated in the notice. Discussions at Special Meetings shall be limited to the items referred to on the agenda for such meetings. All meetings shall be open to the public, except as may be expressly exempted by state law.

DUTIES AND RESPONSIBILITIES OF THE MAYOR DURING PUBLIC MEETING(S)

Mayor to Serve As Presiding Officer. The Mayor shall be the presiding officer at all Town Commission meetings. The Vice-Mayor shall act as the presiding officer during the absence of the Mayor. In the absence of both the Mayor and Vice-Mayor, the remaining Commissioners shall, by majority vote, select a presiding officer to carry out the functions of Mayor, as defined in the Town Code (Code 1966, Ordinance 13-1966; Ordinance 1-1976, Code 1978). The Mayor shall decide on all point of order, subject however, to an appeal to the other members of the Town Commission, in which event a majority vote of the Town Commission will govern such point of order. The Mayor shall vote on all questions and items and be called last. The Mayor shall introduce agenda items by the agenda item number. The Town Attorney shall read the titles of legislation as requested by the Mayor. Thereafter, the Mayor may call upon the Town Manager to give any needed explanation of the item being considered. Following this, the item shall be opened for Town Commission discussion or public hearing as required by the item. All comments or questions by the attending public shall be directed to the Mayor.

Mayor to Maintain Decorum At Commission Meetings. Should a member of the audience become unruly or behave in any improper manner prejudicial to the proper conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Commission Chambers, to be accompanied, if necessary, by a Sheriff or Deputy. In the event the audience or a part thereof becomes unruly, the Mayor may either recess or adjourn the meeting.

COMMISSION DISCUSSION

Discussion by Commissioners. Discussion by members of the Town Commission, including the Mayor, shall be unlimited except as determined by a majority of the Town Commission. Each member shall be afforded the opportunity to offer rebuttal to each item discussed. A member, once recognized by the Mayor, shall direct all comments or questions on the subject matter being discussed to the Mayor only. Commissioners shall not engage in cross conversation with other members or the public. The Mayor shall not unreasonably withhold or delay recognition of any member of the Town Commission desiring to speak. The Mayor shall recognize other members of the Town Commission in rotation and not call on any member a second time or subsequent time until such time as all members shall have had an opportunity to speak.

Questions By Commissioners. In the event a member wishes to direct questions to another member or to the public during a public meeting or presentation, the questions shall be directed to the Mayor who, in turn, will recognize the Commissioner or member of the public who wishes to answer the specific questions. In the event a member wishes to direct a question to the Town Manager, the question shall be directed to the Town Manager through the Mayor, who will, in turn, recognize the member. All questions of Town staff shall be made through the Town Manager.

ORDER OF BUSINESS

The order of business of the Town Commission at the regular meetings shall be as follows:

- (1) Call to Order/Roll Call
- (2) Pledge of Allegiance
- (3) Special Presentations/ Reports
- (4) Public Comment
- (5) Consent Agenda
- (6) Board Appointments (as needed)
- (7) Old Business
- (8) Public Hearings- Ordinances- First Reading/Public Comment
- (9) Public Hearings – Ordinances – Second Reading/Quasi Judicial Proceeding(s)
- (9) New Business
- (10) Town Attorney, Town Manager, Commissioner Comments
- (11) Adjournment

COMMISSION MEETING ITEMS

Special Presentations/Reports

This section of the agenda is reserved for presentations, proclamations special recognition, or reports of a committee or board made by the Mayor.

Public Comment

Individuals wishing to speak on matters that **do not** appear on the agenda need to complete a Public Comment Card which is to be submitted to the Town Clerk prior to the beginning of the Commission meeting. Public comments shall be limited to three minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, after due consideration for the substance, content and relative importance of the subject. Any extensions granted should apply to other individuals speaking on the same subject. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address. No person other than the Commission and the person recognized by the Mayor as having the floor shall be permitted to enter into discussion without the permission of the Mayor. All questions from the public to the Commission shall be addressed through the Mayor. If deemed appropriate the Mayor or any other member of the Town Commission may attempt to resolve or respond to public concerns or inquiry. If an immediate response is not possible or inappropriate, the Mayor will have the Town Manager provide a response via U.S. mail, electronic mail or by telephone prior to the next regularly scheduled Town Commission meeting.

Consent Agenda

The Consent Agenda allows members of the Commission to adopt a group of items *en bloc* without discussion. It serves as a way to dispose of business items that are non-controversial and can be approved with a single vote. Examples of a consent item would be approval of minutes, paying bills, and award; contracts from a public bid. The Mayor usually presents it and asks if any member wants to extract an item from the Consent Agenda. The items extracted can then be taken up after the items remaining on the Consent Agenda have been voted upon.

Old Business

Old Business is the portion of the agenda for any item that has been carried over from a prior Commission meeting which was not dispensed with at that prior Commission meeting.

Public Hearings

Public Hearings/First Reading. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" need to complete a Public Comment Card which is to be submitted to the Town Clerk prior to the discussion of such item. Even if a card has been submitted, the party cannot approach the podium until the Mayor authorizes such action. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. After the Public Hearing is closed by the Mayor, only members of the Town Commission or Administration shall discuss the item.

Public Hearings/Second Reading. A proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality.

Quasi-Judicial Hearing. Florida State Statute 163.3215 - At the quasi-judicial hearing, all parties must have the opportunity to respond, to present evidence and argument on all issues involved which are related to the matter, and to conduct cross-examination and submit rebuttal evidence. Public testimony must be allowed. The local process must provide an opportunity for participation in the process by an aggrieved or adversely affected party, allowing a reasonable time for the party to prepare and present a case for the quasi-judicial hearing.

The local process must provide, at a minimum, an opportunity for the disclosure of witnesses and exhibits prior to hearing and an opportunity for the depositions of witnesses to be taken.

The local process may not require that a party be represented by an attorney in order to participate in a hearing. Section 2-2 (3) of the Town Code explains the Exparte Communication process. (Ordinance 26-2002 attached on page 46).

New Business

Any new business which has not been previously discussed at a Commission meeting will be considered under this portion of the agenda.

Town Attorney, Town Manager, Commissioner Comments

This section of the agenda shall be utilized for the Mayor, Commissioners, Town Manager, and Town Attorney to provide informational reports. As much as it is possible, the topic of the report should be provided to the Town Manager prior to the close of the agenda so that the item

may be noticed to the public. No final action may be taken during this portion of the agenda unless determined to be an emergency by a motion of the majority votes of the Town Commission. However, comments by Commissioners, the Mayor, Attorney, or Town Manager may form the basis to initiate discovery, fact finding, research, communication, or further pursuit regarding topics of concern when there is consensus of the Commission.

Adjournment

All meetings of the Town Commission, whether they are special, workshops, or regular meetings, shall be adjourned by 11:00 p.m.

Parliamentary Procedure

Parliamentary procedure refers to the *rules of democracy*—that is, the commonly accepted way in which a group of people come together, present and discuss possible courses of action, and make decisions. "The application of parliamentary law is the best method yet devised to enable assemblies of any size, with due regard for every member's opinion, to arrive at the general will on the maximum number of questions of varying complexity in a minimum time and under all kinds of internal climate ranging from total harmony to hardened or impassioned division of opinion."

All meetings are conducted pursuant to Robert's Rules of Order. The information provided in this section can help the meetings to become more efficient and productive. This will aid your understanding of the primary principles of parliamentary law.

The Town's Comprehensive Commission Meeting and Agenda Procedures were adopted by Resolution No. 33 1998. Resolution No. 33-1998 states that all meetings of the Town Commission shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised 1990 Edition. A copy of this publication can be obtained by contacting the Town Clerk.

LEGISLATIVE ACTIONS

(Before any business can be legally transacted, a quorum must be present. A quorum is the minimum amount of members who must be present in order to conduct business.)

Handling Motions:

1. A Commissioner seeks recognition for the floor.
2. The Mayor recognizes the Commissioner.
3. The Commissioner makes a motion.
4. Another Commissioner seconds the motion.
5. The Mayor **states** the question.
6. Debate (amendments and secondary motions).
7. The Mayor **puts** the question to a vote.
8. The vote is taken.
9. The Mayor announces the result of the vote.

What Precedes Debate:

Before a subject is open to debate, it is necessary for a motion to be made by a member of the Commission who has obtained the floor; next it is seconded (with certain exceptions); and then it is stated by the Mayor (presiding officer). The fact that a motion has been made and seconded does not place it before the Commission for consideration, as the chair (Mayor) alone can do that. The Mayor must either rule it out of order, or state the question on it so that the assembly may know what is before it for consideration and action. If several questions are pending, as a resolution and an amendment and a motion to postpone, the last one stated by the Mayor is the "immediately pending" question.

Until the motion is stated or ruled out of order by the chair, no debate or other motion is in order. However, Commission members may suggest modifications to the motion, and the mover, without the consent of the seconder, has the right to make such modifications as he/she pleases, or even to withdraw his/her motion entirely **before** the chair states the question. This is

the case only for a brief interval, because after the question is stated by the chair, the mover can do neither without the consent of the assembly. A little informal consultation before the question is stated often saves much time, but the chair must see that this privilege is not abused and allowed to run into debate. When the mover modifies his motion, the one who seconded it has a right to withdraw his second.

I. ORDINANCES

An Ordinance is a law enacted by the Town Commission, prescribing a general and lasting rule for persons or things within the Town boundaries. It is the most authoritative act of which the Commission is responsible for, and is usually reserved for cases involving long term policy. Some examples are the Land Development Regulations, budget, adoption of revenue sources and regulation of businesses.

Adoption of Ordinance

1. Presentation to Town Commission
2. First Reading at Commission Meeting
3. Second Reading at next meeting requires a Public Hearing to obtain citizen input and publication in a newspaper of general circulation.
4. Upon passage and execution by the Mayor, the Ordinance, unless a budgetary matter, is codified and placed in the Code of Ordinances.
5. Implementation by the Town Administration.

II. RESOLUTIONS

Resolutions are commonly used for administrative items such as authorizing the Town Manager to execute contracts and agreements, authorizing budget amendments, expressing public positions, approving plats, and zoning matters.

SUNSHINE LAW/PUBLIC RECORDS

MOST FREQUENTLY ASKED QUESTIONS ON FLORIDA'S OPEN GOVERNMENT LAWS

The following questions and answers are intended to be used as a reference only -- interested parties should refer to the Florida Statutes and applicable case law before drawing legal conclusions.

Q. What is the Sunshine Law?

A. Florida's Government-in-the-Sunshine law provides a right of access to governmental proceedings at both the state and local levels. It applies to elected and appointed boards and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. There is also a constitutionally guaranteed right of access.

Q. What are the requirements of the Sunshine law?

A. The Sunshine law requires that 1) meetings of boards or commissions must be open to the public; 2) reasonable notice of such meetings must be given, and 3) minutes of the meeting must be taken.

Q. What agencies are covered under the Sunshine Law?

A. The Government-in-the-Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision." Thus, it applies to public collegial bodies within the state at both the local as well as state level. It applies equally to elected or appointed boards or commissions.

Q. Are federal agencies covered by the Sunshine Law?

A. Federal agencies operating in the state do not come under Florida's Sunshine law.

Q. Does the Sunshine Law apply to members-elect?

A. Members-elect of public boards or commissions are covered by the Sunshine law immediately upon their election to public office.

Q. What qualifies as a meeting?

A. The Sunshine law applies to all discussions or deliberations as well as the formal action taken by a board or commission. The law, in essence, is applicable to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission. There is no requirement that a quorum be present for a meeting to be covered under the law.

Q. Can a public agency hold closed meetings?

A. There are a limited number of exemptions which would allow a public agency to close a meeting. These include, but are not limited to, certain discussions with the board's attorney over pending litigation and portions of collective bargaining sessions. In addition, specific portions of meetings of some agencies (usually state agencies) may be closed when those agencies are making probable cause determinations or considering confidential records.

Q. Does the law require that a public meeting be audio taped?

A. There is no requirement under the Sunshine law that tape recordings be made by a public board or commission, but if they are made, they become public records.

Q. Can a city restrict a citizen's right to speak at a meeting?

A. Public agencies are allowed to adopt reasonable rules and regulations which ensure the orderly conduct of a public meeting and which require orderly behavior on the part of the public attending. This includes limiting the amount of time an individual can speak and, when a large

number of people attend and wish to speak, requesting that a representative of each side of the issue speak, rather than everyone present.

Q. As a private citizen, can I videotape a public meeting?

A. A public board may not prohibit a citizen from videotaping a public meeting through the use of non-disruptive video recording devices.

Q. Can a board vote by secret ballot?

A. The Sunshine law requires that meetings of public boards or commissions be "open to the public at all times." Thus, use of pre-assigned numbers, codes or secret ballots would violate the law.

Q. Can two members of a public board attend social functions together?

A. Members of a public board are not prohibited under the Sunshine law from meeting together socially, provided that matters which may come before the board are not discussed at such gatherings.

Q. What is a public record?

A. The Florida Supreme Court has determined that public records are all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. They are not limited to traditional written documents. Tapes, photographs, films, and sound recordings are also considered public records subject to inspection unless a statutory exemption exists.

Q. Can I request public documents over the telephone and do I have to tell why I want them?

A. Nothing in the public records law requires that a request for public records be in writing or in person, although individuals may wish to make their request in writing to ensure they have an accurate record of what they requested. Unless otherwise exempted, a custodian of public records must honor a request for records, whether it is made in person, over the telephone, or in writing, provided the required fees are paid. In addition, nothing in the law requires the requestor to disclose the reason for the request.

Q. How much can an agency charge for public documents?

A. The law provides that the custodian shall furnish a copy of public records upon payment of the fee prescribed by law. If no fee is prescribed, an agency is normally allowed to charge up to 15 cents per one-sided copy for copies that are 14" x 8 1/2" or less. A charge of up to \$1 per copy may be assessed for a certified copy of a public record. If the nature and volume of the records to be copied requires extensive use of information technology resources or extensive clerical or supervisory assistance, or both, the agency may charge a reasonable service charge based on the actual cost incurred.

Q. Does an agency have to explain why it denies access to public records?

A. A custodian of a public record who contends that the record or part of a record is exempt from inspection must state the basis for that exemption, including the statutory citation. Additionally, when asked, the custodian must state in writing the reasons for concluding the record is exempt.

Q. When does a document sent to a public agency become a public document?

A. As soon as a document is received by a public agency, it becomes a public record, unless there is a legislatively created exemption which makes it confidential and not subject to disclosure.

Q. Are public employee personnel records considered public records?

A. The rule on personnel records is the same as for other public documents ... unless the Legislature has specifically exempted an agency's personnel records or authorized the agency to adopt rules limiting public access to the records; personnel records are open to public inspection. There are, however, numerous statutory exemptions that apply to personnel records.

Q. Can an agency refuse to allow public records to be inspected or copied if requested to do so by the maker or sender of the documents?

A. No. To allow the maker or sender of documents to dictate the circumstances under which documents are deemed confidential would permit private parties instead of the Legislature to determine which public records are public and which are not.

Q. Are arrest records public documents?

A. Arrest reports prepared by a law enforcement agency after the arrest of a subject are generally considered to be open for public inspection. At the same time, however, certain information such as the identity of a sexual battery victim is exempt.

Q. Is an agency required to give out information from public records or produce public records in a particular form as requested by an individual?

A. The Sunshine Law provides for a right of access to inspect and copy existing public records. It does not mandate that the custodian give out information from the records nor does it mandate that an agency create new records to accommodate a request for information.

Q. What agency can prosecute violators?

A. The local state attorney has the statutory authority to prosecute alleged criminal violations of the open meetings and public records law. Certain civil remedies are also available.

Q. What is the difference between the Sunshine Amendment and the Sunshine Law?

A. The Sunshine Amendment was added to Florida's Constitution in 1976 and provides for full and public disclosure of the financial interests of all public officers, candidates and employees. The Sunshine Law provides for open meetings and open records for all governmental agencies.

Q. How can I find out more about the open meetings and public records law?

A. Probably the most comprehensive guide to understanding the requirements and exemptions to Florida's open government laws is the Government-in-the-Sunshine manual compiled by the Attorney General's Office. The manual is updated each year and is available for purchase through the First Amendment Foundation in Tallahassee. For information on obtaining a copy, contact the **First Amendment Foundation at (850) 222-3518**.

Florida is renowned for putting a high priority on the public's right of access to governmental meetings and records. In fact, the principles of open government are embodied not only in Florida statutes, but also guaranteed in the state Constitution.

Florida began its tradition of openness back in 1909 with the passage of what has come to be known as the "Public Records Law," Chapter 119 of the Florida Statutes. This law provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Legislature. Over the years, the definition of what constitutes "public records" has come to include not just traditional written documents such as papers, maps and books, but also tapes, photographs, film, sound recordings, and records stored in computers.

It was in 1967 that Florida's Government-in-the-Sunshine Law was enacted. Today, the Sunshine Law can be found in Chapter 286 of the Florida Statutes. The Sunshine Law establishes a basic right of access to most meetings of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

Throughout the history of Florida's open government, its courts have consistently supported the public's right of access to governmental meetings and records. As such, they also have been defining and redefining what a public record is and who is covered under the open meetings law.

One area of public concern was whether or not the Legislature was covered under the open meetings requirements. To address that concern, a Constitutional amendment was passed overwhelmingly by the voters in 1990 providing for open meetings in the legislative branch of government.

Meet the Town Manager



Dale S. Sugerman, Ph.D., Town Manager

The Town Manager is appointed by the Town Commission for an indefinite term and serves as the Chief Administrative Officer of the Town's governmental organization. The Town Charter and Section 2-82 of the Town's Code of Ordinances lists the duties and responsibilities of the Town Manager. Some of those duties include the final responsibility for appointing, hiring, disciplining and removing of Town employees; directing and supervising the administration of all departments; preparing the annual budget; and, serving as the purchasing agent for the Town. The Manager directs the functions of the Town's operations through several major departments and provides recommendations to the Town Commission on policy issues. The Town Manager is directly responsible for implementation of all policies adopted by the Town Commission. The manager is also responsible for responding to citizen inquiries and suggestions.

Dale S. Sugerman, Ph.D. is currently the Lake Park Town Manager. He has been a local government manager for more than 35 years, serving the communities of Slater, MO, Oberlin, OH, Sunrise, FL, Palm Bay, FL, Boynton Beach, FL, Highland Beach, FL, and since June of 2012, the Town of Lake Park. Dr. Sugerman earned his Bachelor of Arts degree in Political Science from the University of Cincinnati, a Masters of Public Administration with a dual major in city management and organizational behavior from the University of Missouri, and a Ph.D. in Global Leadership from Lynn University. He was one of the first 72 local government managers in the United States to earn Credentialed Manager status from the International City/County Management Association (ICMA). He is a graduate of the Senior Executive Institute at the University of Virginia. He is also a qualified trainer in the Myers-Briggs Type Indicator[®]. Dr. Sugerman is an adjunct faculty member at Nova Southeastern University and at Barry University. He is also the President and CEO of the International Institute for Leadership Development and Training; a for-profit consulting firm which specializes in high performance teambuilding with an emphasis on helping family-owned and controlled businesses eliminate the inherent dysfunctionality within their executive leadership teams.

RELATIONSHIP OF COMMISSION TO MANAGER

The Town Manager is appointed by the Town Commission to enforce its laws, to direct the daily operations of Town government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the Town Commission. The Town Manager is responsible to the Town Commission as a whole rather than to individual Commission members.

In order to uphold the integrity of the Commission/Manager form of government, the Charter specifically prohibits the Mayor and members of the Commission from becoming directly involved in the administrative affairs of the Town. § 4 -Town Manager has full control over administrative services. The Town Charter states the following:

Town Charter Article VI Operation of Commission-Manager Form of Government Section 4. Town manager has full control over administrative service.

Neither the Commission nor any of its members or committees shall dictate the appointment of any person to office or employment by the Town Manager, or in any manner interfere with the Town Manager or prevent him from exercising his own judgment in the appointment of officers and employees in the administrative service. The Commission and its members shall deal with the administrative service solely through the Town Manager.

The employment relationship between the Town Commission and Town Manager honors the fact that the Town Manager is the Chief Executive Officer of the Town. The Town Commission should avoid situations that can result in Town staff being directed, intentionally or unintentionally, by any member of the Town Commission. Regular communication between the Town Commission and Town Manager is important in maintaining open communications. All dealings with the Town Manager, whether in public or private, should respect the authority of the Town Manager in administrative matters.

The Town Commission is to evaluate the Town Manager on a regular basis to ensure that both the Town Commission and Town Manager are in agreement about performance and goals based on mutual trust and common objectives.

As in any professional relationship, it is important that the Town Manager keep the Town Commission informed. The Town Manager respects and is sensitive to the political responsibility of the Town Commission and acknowledges that the final responsibility for establishing the policy direction of the Town is held by the Town Commission. The Town Manager communicates with the Town Commission in various ways. There is a formalized approach by holding briefing meetings with individual Commission members (so-called “one-on-one” meetings) and through regularly written reports. Communication is undertaken in such a manner that all Commission members are treated similarly and kept equally informed.

INFORMATION FLOW / TYPES OF REPORTS

1. Town Manager Monthly Update Report – contains information of interest to Commissioners. This information is disseminated to the public on an as needed basis.
2. Operational Reports - Monthly
 - a. Palm Beach County Sheriff Office
 - b. Palm Beach County Fire Rescue
 - c. Town Clerk

- d. Finance Department
 - e. Public Works Department
 - f. Lake Park Public Library
 - g. Recreation Department
 - h. Community Development Department
 - i. Marina
5. Annual Audit and Financial Statements
March / April – Annual Audit and Financial Statements
 6. E-Blast's are distributed via email to citizens.
 7. Annual Report – Annual Report(s) by applicable advisory boards are due before July of each year. The reports are submitted to the Town Clerk who disseminates the information to the Town Commission and Town Manager.

RELATIONSHIP OF COMMISSION TO ATTORNEY

Town Attorney



Thomas J. Baird, Esq., Town Attorney

The Town Attorney is a contractual position in the Town of Lake Park. The Town Attorney is the legal advisor for the Town Commission, Town Manager, and department directors. The general responsibilities of the Town Attorney are:

- Provide legal assistance necessary for formulation and implementation of legislative policies and projects.
- Represent the Town's interest, as determined by the Town Commission, in litigation, administrative hearings, negotiations, and similar proceedings.
- Prepare, review, and approve ordinances, resolutions, contracts, and other legal documents.
- Keep the Town Commission and staff apprised of court rulings and legislation affecting the legal interests of the Town.

It is important to note that the Town Attorney does not represent individual members of the Commission, but the Town Commission as a whole.

RELATIONSHIP OF COMMISSION TO TOWN CLERK

Office of the Town Clerk

The Town Clerk is hired by the Town Manager in the Town of Lake Park. The Town Clerk, under both state and local ordinances, is entrusted with numerous and diverse duties. The Office of the Town Clerk is the official keeper of records. It maintains an accurate record of the official actions of the Town Commission and Advisory Boards, such as official minutes, contracts, ordinances, and resolutions pertaining to the Town. It is the central repository for vital Town records. The Office of the Town Clerk serves as the administrative support for the Mayor, Town Commission, and Town Manager. The Town Clerk is designated as the Town's official filing agent for the Town of Lake Park's Municipal Election and serves as the local supervisor of elections officer. The Town Clerk conducts elections in accordance with state, county, and municipal election laws.

This office also responds to public information requests and is a "hub" for the dissemination of information to the public, city officials, department directors, other governments, and public agencies. In addition to serving as Clerk of the Town Commission and maintaining the official record of the minutes of Commission meetings, the Town Clerk's duties include but are not limited to, preparing meeting agendas, processing legislation and agreements for signature by appropriate officials, and providing administrative services to the Commission. The Town Clerk administers oaths, records documents in the official records of Palm Beach County, and is responsible for codification of all applicable Town Ordinances.



Vivian Mendez, CMC, Town Clerk

History of the City Clerk

The term "clerk" is an ancient and honorable one. It comes from the early Middle Ages when churches regulated many local government matters and only clergymen were educated and could write. The idea of clerk as writer, keeper of records and local official comes from this history.

The first settlers in America soon created the office of parish or town clerk, and the post has continued to this day as an essential municipal post. Every city and town in the nation, regardless of size or form of government, has a clerk or equivalent position.

In Florida, the Municipal Clerk is an important and exacting position in municipal government. The Clerk is expected to know virtually everything about the operation of a city and how to

accomplish all that needs to be done. Even when the Clerk is not an expert, the Clerk's Office must know where to refer a question or problem for proper action or answer.

The general responsibilities of the Town Clerk are:

1. To maintain accurate minutes of the proceedings of the Town Commission and advisory boards.
2. To publish public notices as required by law.
3. To maintain custody of Town records and coordinate the storage and lawful disposal of said records.
4. To provide clerical support to the Town Commissioners, including preparation of memos, faxes and correspondence (limited), accepting telephone calls, and taking messages, opening Commission mail, distributing, and responding to, as directed.
5. To administer the publication of the code book, supplements and indexing of Town Commission minutes.
6. Conducting municipal elections in accordance with city, county, and state laws.
7. Establishing and coordinating the Town's records management program in compliance with state law.
8. Providing for preparation/distribution of Commission/Board agendas upon receipt of documentation/direction from the Town Manager.
9. Composing and preparing Proclamations, Certificates.
10. Serving as Financial Disclosure coordinator.
11. Swearing in new members of the Commission or hiring a duly elected official to perform the swearing in Ceremony.
12. Responding to requests for liens and copies of public records.
13. Preparing Ordinances and Resolutions as directed and providing for distribution/codification.

Operating Departments

Chief Information Technology Officer



Hoa Hoang, Information Technology

Department Description

The Information Technology Department supports all other Town departments through a series of services that includes integrating computer systems, coordinating and providing training, technology assistance and support. The department creates the technological environment that enables Town employees to quickly access vital information using the most efficient and cost effective system hardware and software. The department provides leadership as an active partner in the regional telecommunications and data-sharing network.

Mission

The Information Technology Department assists Town departments in responding to the needs of the citizens by enabling Town employees to quickly access vital information. We are dedicated to providing quality service through teamwork, partnerships, and developing team and individual strengths.

Services

Town Hall, Public Works, Library, Recreation, Marina and future EOC Disaster Recovery site:

- **Data:** The use of computers and networks to store, process and receive data
- **Computer systems and applications:** The development, installation, and implementation of computer systems and applications (IMS for Building Department, Ink Force for Code Compliance system, ADG for Finance, future GIS for CDD and Microsoft Exchange and Emails Protection System (EMPS)).
- **Hardware/Software/Printing/Scanning and Facsimile:** The support and management of computer, peripherals, and software (Virus and Malware Protection).
- **Network and Back up:** Virtualization Servers (Town Hall, Public Works, Recreation, Marina and future EOC server as Disaster Recovery site).

- **Voice support:** Manage and maintenance of the telephones (Landlines and Cellular)
- **Security systems:** CCTV systems throughout the Town to provide live information to Sheriff Department.
- **Communications:** Lake Park TV channel 18 available to subscribers of Comcast cable for the Town meetings (both live and re-broadcast).

Community Development



Nadia DiTommaso, Community Development Director

The Town of Lake Park Community Development Department is a full-service department. The Department's primary mission is to provide a platform that encourages appropriate growth and development within the guidelines and boundaries of the Town's Code of Ordinances, while at the same time assisting community businesses and residents in a professional and friendly manner. The Department strives to deliver the highest level of customer service and work in partnership with the community, while preserving the quality of life and providing for the Town's vision of the future.

The Department's three divisions, Planning and Zoning, Building, and Code Compliance, ensure that the Town's structures and natural environments are protected and enhanced according to the desires of the community and the letter of the Code.

Community Development Staff provides support to the Town Commission, Planning and Zoning Board, Historic Preservation Board, Local Planning Agency (LPA), and the Community Redevelopment Agency (CRA).

BUILDING DIVISION

The authority and statutory requirement for the Town of Lake Park to maintain and operate a Building Division are contained in the Florida Statutes, as well as numerous county and local codes and ordinances. The major programs/functions of the division - Permitting, Plan Review, Field Inspections, and Business Tax Receipts- are described below. Implementation of the Standard Building Code by the staff requires continuous training and certification of all inspectors and plan reviewers.

Permitting- Its purpose is to ensure that all the requirements of the Town's adopted technical codes as well as other pertinent state, county and local ordinances are complied with. Other duties include the collection of state, county and local fees, garage sale permits, and other informational services for the general public. Chapters 489 and 553 of the Florida Statutes specifically require local governments to enforce minimum building codes and standards through the issuance of building permits.

Plan Review - The review of construction documents is required prior to the issuance of permits in order to ensure compliance with all codes, ordinances, rules, and regulations. This includes building, plumbing, mechanical, electrical, gas, sign, contracting, accessibility, energy, flood, zoning, landscaping and other codes. Permits are issued based on construction documents that comply with all respective codes.

Field Inspections - On-site inspections are performed to ensure that building construction complies with codes, ordinances, rules and regulations. Certificates of Occupancy or Completion are required by State Statute as a condition of occupancy for new developments or substantial renovations. Other functions include the inspection of existing structures for minimum construction standards, inspections for business tax receipt applicants and processing of contractor registrations.

Business Tax Receipts- This function provides for the safe and orderly business activities within the Town boundaries by the issuing of business tax receipts. Monitoring of existing business activities is accomplished through the Palm Beach County Fire Rescue annual inspection of businesses and routine monitoring by the department's Code Compliance Division.

PLANNING AND ZONING DIVISION

Planning - One of the primary jobs of the Planning staff involves the review of site plans and other related applications for all new development and most redevelopment activities in the Town. The Planning staff coordinates site plan reviews with other Town departments, such as Public Works, as well as police and fire protection requirements, and develops recommendations for consideration by the Planning and Zoning Board. They also work with property owners and developers to explain the kind of development the Town desires. The Town's Comprehensive Plan contains a set of long range goals, objectives, and policies that describe a vision of the Town's future. It addresses all aspects of the Town, such as land use, environmental issues, housing, transportation, recreation facilities, and other infrastructure systems. The Planning staff keeps the plan up to date and uses it as a guide for making decisions about development issues.

Zoning - The Town's Zoning Code is found in Chapter 78 of the Town's Code of Ordinances. The Zoning Code is a set of regulations for how land can be used and developed. It contains regulations on the commercial, industrial, and residential use of land and includes specific requirements, such as how far a building must be set back from the street, what types of businesses may locate in a particular area of Town, as well as landscaping and parking requirements. The staff works with residents and business owners when new buildings or renovations to existing buildings are proposed to ensure that the proposed uses are consistent with the Town zoning requirements.

CODE COMPLIANCE DIVISION

The Code Compliance Division is comprised of code enforcement professionals who strive to assist the residents of the Town in the maintenance of the Town's residential, commercial, industrial, and undeveloped properties. All efforts are directed toward ensuring that all properties in the Town adhere to the codes and ordinances and that proper procedures are followed in order to accomplish this compliance. The Code Compliance Division's mission is to enforce the Town's codes uniformly, ensuring the health, safety and welfare, and quality of life for the residents, businesses, owners, and tourists of the Town of Lake Park. Maintaining and improving the quality of life is the primary responsibility of the Town's Code Compliance Division. This is achieved by the routine monitoring of all districts for potential violations of the Town's codes and other governing codes. Common code violations include: zoning violations, minimum housing standards, property maintenance standards, signage, landscaping, business tax receipts, outdoor storage, and building permits. The Code Compliance Division routinely works with residents of the Town and responds to requests for service. Code Compliance officers ensure all requests are tracked and investigated individually and that violations are corrected in a timely manner.

The general procedure for enforcement of Code violations is divided into a number of stages; each of which has a specific timeframe. A warning letter is the first document that can be issued to a property owner and these warning letters typically give the property owner one week to 10 days to correct the violation. If the violation is corrected within the stated timeframe, the case is then closed. If the violation is not corrected with the stated timeframe, a Code Enforcement Officer conducts a second inspection and issues a Notice of Violation to the property owner (the Notice of Violation can actually be the first step if the nature of the violation is serious enough to warrant an immediate issuance of the Notice of Violation). Each document provides a description of the violation(s), the corrective action needed to comply, and a timeframe for compliance of each violation. The Notice of Violation step has its own timeframe for compliance; typically 10 days to two weeks. If an Owner does not comply by the compliance date, they will then receive a final document known as the Notice of Hearing. This will explain that since their property is still in violation of the Code, their case will be considered by the Special Magistrate for final legal action on a specified date. Special Magistrate Hearings are held the first Thursday of every month in the Town of Lake Park Commission Chambers. Property owners are entitled to appear before the Special Magistrate to explain their reason for not complying with the Code. The Special Magistrate, after listening to a formal presentation by the Code Enforcement Officer and the property owner, will issue a final ruling (an Order) on the matter.

Finance Department



Blake Rane, Finance Director

The goal of the Finance Department is to assure the effective and efficient use of the Town's fiscal and monetary resources and to safeguard Town assets.

Among the Finance Department's responsibilities are the development of the Town's fiscal budget; the development and implementation of financial and accounting reporting policies and practices in accordance with Government Accounting Standards Board pronouncements and other legally mandated standards; and, the development of sound recordkeeping and centralized public financial services in order to meet the highest promulgated standards.

BUDGET PROCESS

The Town of Lake Park budget process usually begins in April with a staff meeting between the Town Manager and Department Directors to review budget philosophy and develop overall goals and objectives. The entire budget process encompasses approximately five (5) months of the fiscal year. During this period, meetings are held with Department Directors, the Town Commission and the public to ensure representative input. A budget calendar will be advanced to the Town Commission in the near future which details the actions taken during the budget process. The topics to be covered by the budget may be considered and discussed during several Town Commission workshops and meetings.

The Town Commission then sets and adopts the Ad Valorem millage rate, the Debt millage rate, and Town budget by Resolution during a two-step public hearing process.

BUDGET AMENDMENTS

The Town Manager has the authority to move line item expenses within a department/fund. After the budget has been adopted, any change or amendment to the budget which will increase the original total appropriated amount can only be accomplished with the preparation of a Resolution and approval by the Town Commission.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

This annual report consists of the following multiple sections:

- **THE INTRODUCTORY SECTION.** This section contains the transmittal letter from the Town Manager and several other documents.
- **The FINANCIAL SECTION.** This section consists of the following financial statements;
 - a. Government-wide financial statements that include the Statement of Net Assets and the Statement of Activities. These statements provide information about the activities of the Town as a whole.
 - b. Fund financial statements that tell how these services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Town's operations in more detail than the government-wide statements by providing information about the Town's most significant funds.
 - c. Notes to the financial statements expand upon information reported in the government-wide and governmental fund statements.
- **THE STATISTICAL SECTION.** This section includes a variety of reports typically showing comparative data going back eight or ten years.
- **OTHER REPORTS.** This section contains required correspondence between the auditor and the Town, most notably the Management Letter.

The Comprehensive Annual Financial Report (CAFR) is one of the most important documents for members of the Commission to understand. The Finance Director and the Town Manager are available to discuss this document at any time.

BASIS OF ACCOUNTING

Basis of Accounting refers to the time period when revenues and expenditures are recognized in the accounts and reported on the financial statements. Basis of Accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The accrual basis of accounting is followed for the proprietary fund types. The “modified accrual basis of accounting” is followed in the governmental fund types and the expendable trust funds type and means that revenues are recorded when they are both measurable and available. “Available” means collectible within the current period or soon enough thereafter to pay current liabilities. Expenditures are generally recognized under the modified accrual accounting when the related fund liability is incurred. Exceptions to this general rule are principal and interest on general long-term debt which is recognized when due.

Lake Park Harbor Marina



James Hart, Marina Director

MISSION STATEMENT

The mission of the Lake Park Harbor Marina of the Town of Lake Park is to support the Town's goals and objectives and to achieve economic growth through an increase in profitability from higher occupancy levels as a result of improvements in customer satisfaction, promotional efforts, and maintaining facilities to the highest possible standards.

GENERAL GOALS

The general goals of the Marina operation are as follows:

Increase occupancy levels to a measurable limit established each fiscal year for the fixed and floating piers; Improve customer satisfaction and transparency by increasing service levels and maintaining facilities to the highest possible standards; Increase the monthly attendance level at the Sunset Celebration to a measurable limit established each fiscal year.

OPERATION OF THE MARINA

The Lake Park Harbor Marina staff of five employees operates a marina office facility with 112 slips designed to accommodate vessels from 30' to a maximum of 80' with a combination of fixed and floating concrete piers. Also included within the facility is a boat ramp office operation that services 2 launch ramps with a maximum of 76 trailer parking spaces. The Marina operation also provides the following services:

- Night time security service
- Wi-Fi
- Ship's Store
- Fuel dock facility
- Laundry facility
- Public restrooms
- Pump-out stations

*The marina is also host to the Sunset Celebration occurring the last Friday of every month and several tournaments that are held on an annual basis.

Established as an enterprise fund the marina is designed with several profit centers for the purpose of operating as a self-sustaining business with surplus revenue to off-set budget expenditures. The primary purpose of the profit centers operating within the Marina is to generate revenues from the following; rental of dockage slips, retail sale of gas or diesel fuel to tenants and local customers, collection of boat launch and parking fees, and the retail sale of concession items from the ship's store including, beer, a variety of soft drinks, ice, bait, fishing tackle, and a limited number of marine products. Located off the Intracoastal Waterway approximately one-mile north of Lake Worth inlet and offering a competitive annual rate makes Lake Park Harbor Marina an ideal homeport for dive boat operations, charter fishing boats, and storage facilities for both long term and transient boaters looking for safe harborage.

DEPARTMENTAL RESPONSIBILITIES

The essential functions of the marina operation include, but are not limited to, the following:

- Under the Administrative direction of the Town Manager, the Marina Director is primarily responsible for administration, budgeting, marketing, sales, and direction and supervision of all Lake Park Harbor Marina activities, events, and personnel assigned to the operation.
- Under the Supervision of the Marina Director, Dock Attendants are primarily responsible for vessel reservations, customer billing, booking arrivals, closing out departures, collection, and reconciliation of revenues from all profit centers and maintaining files and related records.
- Dock Attendants are also responsible for maintaining facilities and related general tasks including, but not limited to, pressure washing facilities, dispensing fuel, trash removal, minor equipment repair, cleaning restrooms, and other assigned duties as required.

Human Resources Department



Bambi McKibbon-Turner, Human Resources Director

The goal of the Human Resources Department is to support the Town's mission by creating an environment to help promote the efficient and effective delivery of municipal services to the Town by its employees.

Among the Human Resources Director's major responsibilities are the following:

- Human Resource Planning – which includes working with each Department Director to determine the staffing needs of their departments; and, developing and administering an effective employee recruitment program

- Human Resource Policy Development – which includes annually reviewing the Town’s human resource policies, procedures and practices (including the Employee Handbook), making recommendations for improvement to the Town Manager, and the preparation of Ordinances and Resolutions concerning such improvements for approval by the Town Commission
- Employee Training and Development – which includes the development and implementation of programs to enhance job performance and to meet certain technical and ethical requirements
- Employee Classification and Compensation – which includes assisting the Town Manager in the annual review, preparation and administration of the Town’s Uniform Classification System which includes the positions titles, job codes and pay plan for Town employees
- Employee Benefit Planning – which includes annually working with the Town Manager and the Finance Director in the identification of employee benefit plans that comply with the Town’s budgetary requirements, and the administration of the employee benefit package which includes the planning and implementation of the annual open enrollment process.
- Labor Relations – which includes acting as the lead negotiator in the collective bargaining process
- Risk Management – which includes administration of the Town’s property, casualty and liability insurance coverage, and ensuring that the Town provides a safe and healthy working environment for its employees and customers

EQUAL EMPLOYMENT COMMITMENT

The Town of Lake Park adheres to a policy of nondiscrimination in employment and strives affirmatively to provide equal opportunity for all as required by state and federal laws. The Town attempts to identify and overcome real or potential artificial barriers to employment, training, or promotional opportunities for its employees and applicants.

It is the policy of the Town of Lake Park to prohibit discrimination based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Town strives to ensure a highly qualified staff in terms of educational background and experience which reflects the overall diversity in terms of factors such as race, ethnicity and gender of the pool of qualified candidates.

In recruiting applicants for Town positions, the Town encourages men and women to enter non-traditional occupational areas where their gender is under-represented.

The Town continually develops and reviews job descriptions and entry qualifications in order to ensure that the tasks and duties required are reasonable and do not impose artificial barriers to qualified applicants.

No individual will be denied access, employment, training, or promotion on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Library



Karen Mahnk, Library Director

The Lake Park Library is committed to offering excellent service. The Mission of the Lake Park Public Library is to promote knowledge and preservation of information; make available materials that aid in the pursuit of education, information, research, and recreation; and provide the community with skilled guidance in navigating all information to fulfill their knowledge needs.

Our Vision is to cultivate and foster in the community an enthusiasm for knowledge and an atmosphere that promotes lifelong learning.

Our Motto is simply “This is where education continues after school ends; where readers are grown from the time they are young; and where doors are open for everyone. **This is *YOUR* library.**”

The library’s collection includes a wide selection of genre in a variety of the latest media. There are 19 computer terminals for adult use and an additional 12 more for Youth access. Internet service includes Wi-Fi access inside and outside of the library.

The Library boasts an enclosed outdoor patio with table and seating for outdoor reading in mild weather; a new Teen Room; electronic Kiosks for Ebook downloading and DVDs and a recently renovated Children’s library.

There are two entrances to the library building; the front is accessed at 529 Park Avenue and the other on Greenbriar Drive. Generous parking is available at the Greenbriar Drive entrance.

Programs offered include story hours for children, after school homework assistance for elementary school students, movie nights, advanced and beginner computer classes for adults and teens as well as writers’ workshops, book clubs and a Teen Anime group, There are three

study rooms and a mixed use room that also serves as a small art gallery that are available for use by individuals, local organizations and clubs.

In addition there is a children's library, Teen room, and gaming area.

The Library works closely with community organization partners to provide outreach services to preschools, local elementary schools and participates in community events to promote literacy and the joy of learning.

History of the Library:

The library was started by the Woman's Club in 1962 and taken over by the town in 1967. In 1969 the library moved from the second floor of the Lake Park Town Hall into a new building next door. As the size of the book collection and the population of the town increased, it became necessary in 1990 to add a separate children's room and a meeting room to the library. Rapid changes in library services and an increase in the types of materials available at the library made it necessary to expand the library again. Construction on the second expansion of the building began in December 1999 and was completed in October 2000, using funds available from the Lake Park Bond Issue and a construction grant from the Florida State Library. The library addition was dedicated October 21, 2000.

The Library follows the guidelines and standards of best practices set by the American Association of Libraries and the Florida State Divisions of Library and Information Services.

The library is eligible to apply for Federal and State grants. The library is also a member of the Palm Beach County Library Cooperative and the Southeastern Florida Library Consortium.

Lake Park residents are encouraged to become members of The Friends of the Lake Park Public Library. This group of supporters holds book sales and other fund raising events to provide additional funding for the library. *Friends'* supporters include local businesses as well as generous individuals.

The Town Commission also appoints a Library Board of five members and two alternatives that act in a non-administrative, advisory capacity.

Public Works Department



Dave Hunt, Public Works Director

Historically, Public Works Departments throughout the world have provided essential services to the citizens of their cities, towns and provinces, as well as staff support to other governmental bureaus, divisions or departments.

Sometimes when a service is taken for granted, few folks realize the many talents that are encompassed in a Public Works Department. Conducive to the residents' everyday quality of life and well-being, the Public Works staff is busy caring for and maintaining the infrastructure of the Town.

Lake Park's Public Works Department is staffed by employees comprising five divisions which operate out of 650 Old Dixie Highway under the direction of the Public Works Director. The Department is open from 7:30 AM to 4:00 PM, Monday thru Friday.

The Divisions of Public Works:

- The Administration Division provides supervision both to Public Works staff, consultants, and vendors providing support services. Administration sets goals and objectives and provides leadership through a united team spirit in order to complete the many tasks undertaken by the department.
- The Sanitation Division includes not only service to both residential and commercial customers, but also provides collection, disposal of garbage, trash, vegetation, and recycling pickup. The Town provides customers with the necessary garbage cans, recycling bins or dumpsters as needed.
- Grounds Maintenance Division is responsible for maintaining all Town parks (28.15 acres), ball fields (5.5 acres), medians, easements, alleyways, building grounds and greenery (including grass, trees and shrubs) throughout the Town.
- Facilities Maintenance Division cares for all Town streets, sidewalks, storm drains, street signs, and signals. The division is also responsible for building maintenance and repair and assists other departments in special festivities and functions.
- The Vehicle Maintenance Division provides service to all Town owned vehicles and equipment. This is quite a task considering the varied types of vehicles: passenger cars,

sanitation trucks, pickups, heavy equipment, mowers, grounds maintenance tools and equipment.

Public Works staff approaches every task with positive inner drive and an attitude to provide the best quality service for the citizens of Lake Park, as well as always helping to improve the appearance of the Town. Public Works is working hard to accomplish our goals, and live up to the Mission Statement of the Town of Lake Park.

Recreation Department



Kathleen Carroll, Recreation Director

The Lake Park Recreation Department offers recreational opportunities for residents and non-residents of all ages. Activities such as Bingo, Martial Arts, Yoga, Line Dance, Bus Trips, and a variety of instructional activities are offered throughout the year. On-going holiday events include the Independence Day Picnic, the Tree Lighting Ceremony, and events coordinated with local groups and businesses include the Easter Egg Hunt, the Pirates Fest, Trunk or Treat and Fill the Gap along with our annual “Santa’s Mailbox” and “Toys for Tots”.

Lake Park offers a number of facility rentals throughout the town. The Kelsey Park Gazebo, picnic pavilions in our parks, indoor rentals at the Marina, Lake Shore Park and the beautiful Mirror Ballroom located on the second floor of our Historic Town Hall.

Summer Camp is available, to both residents and non-residents, offering daily educational trips, arts and crafts, sport activities, cooperative games, board games, karaoke and “disco days”, as well as, computer activities, gardening and movies.

The Lake Park Tennis Center is located at 701 Lake Shore Drive offering a variety of lessons, clinics and tournaments for all skill levels and ages, as well as, free tennis lessons for children (residents of Lake Park). Please call Itamar Macedo at 561-310-1623.



For more information, please call the Recreation Department at 561-881-3338.

Palm Beach County Fire Rescue, Station 68



Battalion Chief Mike Wells

Palm Beach County Sheriff's Office, District 10

Lieutenant, Chris Myers

The Palm Beach County Sheriff's Office through a contractual arrangement provides law enforcement services to the Town of Lake Park and has a staff comprised of deputies and an administrative secretary. Additionally, the Palm Beach County Sheriff's Office makes available other resources to the town such as: aviation, canine, crime prevention, crime scene, emergency response team, marine enforcement, etc.

District 10, has a strong commitment to partnering with the community and is fortunate to have its own Citizens On Patrol and Community Watch Programs. These groups of dedicated volunteers are making a real difference in enhancing of the town's quality of life. Their efforts save the Town of Lake Park and Sheriff's Office hundreds of personnel hours yearly, which allow sworn personnel more time for crime prevention and criminal apprehension activities.

District 10, has a clear mission that guilds our service to the citizens of the community. That mission is: "The Palm Beach County Sheriff's Office is committed to protecting the public, reducing the incidence and fear of crime, and enhancing the quality of life in our community, always Putting Citizens First." We will strive each day to accomplish that mission following our guiding principles of Integrity, Professionalism, Respect, and Fairness.

A one page depiction of the Organizational Chart is attached on page 56.

TOWN OF LAKE PARK
INTER-OFFICE MEMORANDUM

Exhibit B

To: Honorable Mayor and Town Commissioners
From: Thomas J. Baird, Town Attorney
Date: April 4, 2013
Re: Legal issues
CC: Dale Sugerman, Town Manager

I am circulating this memorandum to provide information regarding some of the common legal issues which may arise during your service to the Town. There are three major areas of statutory law with which municipal elected or appointed individuals elected should be very familiar. These statutes include the state Code of Ethics, set forth in Chapter 112, Fla. Stat. and the Palm Beach County Ethics Regulations; the Florida Sunshine Law which governs public meetings of governmental bodies in the state of Florida and which is set forth in Section 286.011, Fla. Stat. and; the Public Records Act which requires public access to the records of governmental entities pursuant to Chapter 119, Fla. Stat. This memorandum also generally outlines the process the Commission follows for quasi-judicial hearings, when the Commission takes action on applications for site plans, PUDs, special exception uses, or rezonings. In these cases, there is a combination of statutory and judicial law in Florida, which applies.

I. VOTING

Questions often arise from members of the Board on when they are required to vote and more particularly, when or whether they have a conflict which might prohibit them from voting. These two questions are addressed below.

A. Voting Conflicts

Section 112.3143, Fla. Stat., regulates voting conflicts of interest. Under this law, a public officer includes any person appointed to a local government advisory board. Thus, any person appointed to the Board must disclose any voting conflict in accordance with Section 112.3143(4), Fla. Stat., which provides:

No appointed public officer shall participate in any manner which would inure to the officer's **special private gain or loss**; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal, by which he or she is retained; or which he or she knows would inure to the **special private gain or loss** of a relative or business associates of the public officer, without first disclosing the nature of his or her interest in the matter.

Thus, a member of the Board cannot vote on a matter which is before the Board if he or she, or the firm, company or business he or she works for would be financially compensated by the individual or entity which has a zoning application or other matter before the Board for its consideration. If there is a voting conflict, a local official holding an appointed position must:

- (1) Abstain from voting on the measure;
- (2) Before the vote, publicly state to the assembly the nature of his or her interest in the matter; and
- (3) Within 15 days of the vote, file a memorandum of voting conflict (Form 8B) which is available at the Town Clerk's office) with the person responsible for recording the minutes of the meeting, who incorporates the form in the minutes.

Under state law a Board member with a voting conflict may participate in the discussion on the matter. However, under the Palm Beach County Ethics regulations, an elected official or board member is also prohibited from participating in the discussion on the issue before the Commission or Board. Should you have a conflict, you are required to verbally disclose your conflict prior to the Commission's or Board's discussion of the item, and you must fill out a memorandum of voting conflict form prior to the meeting or with 15 days, after the disclosure.

B. Voting Required

Section 286.012, Fla. Stat., prohibits any member of any municipal government board who is present at any meeting of that board to abstain from voting in regard to any such official decision, except when, with respect to that member, there is a voting conflict of interest as explained in the preceding section of this memorandum. In other words, members of the Board who are in attendance at a meeting are prohibited from abstaining from voting for any reason other than where they have a conflict of interest.

Therefore, for example, if a personal friend appears before the Board whether as an applicant, witness, consultant, or agent for an applicant, that member of the Board must, nonetheless, vote if he/she is present at the meeting. Similarly, a member of the Board may not abstain from voting because the application involves the subdivision, homeowner, or condominium association of which the member of the Board is a resident or member. Nor may a member of the Board decide not to cast a vote because he or she was unprepared for a meeting, or was not in attendance for the entire presentation of a matter which is before the Board upon which they sit. Also, the fact that a member was not present at a meeting cannot preclude the member from voting to approve the minutes of that meeting. The Palm Beach County Ethics regulations impose additional requirements regarding conflicts and should be reviewed carefully.

II. SUNSHINE LAW

The Sunshine Law provides a right of access to governmental proceedings. Section 286.011, F.S., provides that all meetings of any board of a municipality at which official acts are to be taken are public meetings and shall be open to the public at all times. The law is equally applicable to elected and appointed boards and therefore, applies to the Town's Historic Preservation & Planning & Zoning Boards. The Sunshine Law extends to discussions and deliberations outside of formal meetings, as well as at a formal action of a public board. **The Sunshine Law applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before the board for action.** *Hough v. Stembridge*, 278 So. 2d 288 (Fla. 3rd DCA 1973). There are three basic requirements of the Sunshine Law: (1) meetings of public boards or commission must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken.

The spirit and intent of the law is such that the public is permitted to know how and why officials decided to act in addition to the final decision. Given the broad interpretations of the law rendered by the courts and Attorney General, Board members should avoid discussing matters which could conceivably be the subject of something coming before the Board in the future. Note: The Sunshine Law does **not** apply to members of different boards, such as a meeting between a Board member and a Councilor.

A. Written Communications Between Board Members

The transmittal of a written communication by one member of the Board to another member of the Board about a subject which will be discussed at a Board meeting is not a violation of the Sunshine Law, if, prior to the meeting, there is no interaction related to the report among the board members. If, however, the communication is circulated amongst members of the Board for comment with such comments being provided to the other Board member or members, there is interaction among the Board members which would constitute a violation of the Sunshine Law. The use of computers (e-mail) to conduct public business amongst members of the Board would, obviously, also be subject to the Sunshine Law where members of the public board are communicating amongst themselves on issues pending before the Board or on issues upon which the Board could foreseeably take action.

B. Use of Nonmembers as Liaisons Between Board Members

The Sunshine Law is also applicable to meetings between a Board member and an individual who is not a member of the Board when that individual is being used as a liaison to communicate a message between Board members. *Blackford v. School Board of Orange County*, 375 So. 2d 578 (Fla. 5th DCA 1979).

C. Consequences of Violations of the Sunshine Law

There are criminal and civil penalties for violations of the Sunshine Law. Any member of a board or commission who knowingly violates the Sunshine Law is guilty of a misdemeanor

of the second degree. If found guilty, the individual may also be removed from office. Non-criminal or civil infractions may be punished by fines not exceeding \$500.00. In addition, no resolution, rule, regulation, or formal action taken in violation of the Sunshine Law shall be considered valid and will be considered void *ab initio* under Florida law.

III. ELECTRONIC COMMUNICATION

This section addresses some of the legal issues associated with respect to the use of the e-mail, texts, social networking sites such as Facebook, Twitter and blogs by elected officials. It addresses general issues associated within the context of the Sunshine Law and the Public Records Act. Some of the issues have been addressed in both formal and informal opinions from Florida Attorney General. (A formal opinion was requested by the Coral Springs City Commission regarding the City's possible use of a Facebook Page to communicate with its residents.)

A. E-Mails

The Attorney General has opined that e-mail messages made or received by public employees or officials in connection with official business are public records and are subject to disclosure in the absence of an exemption. AGO 96-34; AGO 01-20; AGO 89-23; *State v. City of Clearwater*, 863 So. 2nd 149 (Fla. 2003). Thus, an email created by a public official in connection with the transaction of official business is a public record whether it is created on a publicly or privately owned computer. To the extent that a Commissioner is emailing comments relating to Town business, the Attorney General has stated that it cannot conclude that such emails are not made in connection with the transaction of official business. Accordingly, the a Commissioner's response to members of the public, staff or a town attorney may be subject to public records requests because they constitute public records subject to disclosure.

In order to ensure that all Commission emails relating to Town business are captured for the statutorily mandated retention time and are available for public records requests, it is imperative that emails sent from computers other than those in Town Hall be sent through the Town Hall exchange server using the appropriate technology.

E-mails between Commissioners are also subject to the Sunshine Law. Consequently, instances where a question or comments of a Commissioner about an agenda item and the staff's e-mail response are circulated amongst all Commissioners could violate the Sunshine Law. Such a communication would not seem to be different from a Commissioner posing the question during a public meeting and the staff responding to that question for all of the Commissioners to hear. The difference, of course, is that the email question and response has been circulated outside of a public meeting between two or more members of the Commission on a subject that will be before the Commission concerning an agenda item upon which the Commission will be taking action.

Another potential problem is created if the item is a quasi-judicial item. In these instances, the question and/or comment by a Commissioner and the staff's response and the Mayor and Commissioners receipt of same is not only subject to the Sunshine Law (if circulated to

two or more Commissioners); but it would also be mandatory that each of the Commissioners who received the response disclose it as an ex parte communication. This is because Florida law holds that the purpose of disclosure of ex parte communications is so that all parties (including the public) are entitled to know all of the facts upon which the Commission will make a decision on a quasi-judicial item. It is this holding that generated the disclosure requirement of ex parte communications at the public meeting wherein a quasi-judicial item is considered. It should be noted that even if the question and staff's response was confined to one Commissioner, that email communication would be subject to ex parte disclosure if it concerns a quasi-judicial item.

Thus, with respect to both "regular" and quasi-judicial agenda items, Commissioners and staff should not circulate the comments or questions of one Commissioner to the other Commissioners; nor should the staff's response to one Commissioner be shared with the other Commissioners. The Town Manager will continue to provide all Commissioners with information as it becomes necessary. For regular agenda items, a question posed by a Commissioner may be answered by staff (to that Commissioner only) and would not be subject to disclosure because it is not an ex parte communication. A question of a Commissioner about a quasi-judicial item which is answered by a staff is subject to that Commissioner's disclosure, including with whom the ex parte communication was made and a summary of its content. The email questions and answers should also be made a part of the public record of the quasi-judicial proceedings.

B. Text messages

The issue of whether text messages sent or received by Commissioners are public records is similar to an email dialogue. If the text was not made or received in the official course of business it would not be a public record. However, if the purpose of a text message is to perpetuate, communicate, or formalize knowledge in connection with official business with a member of then it would be a public record. The question of whether text messages are public records subject to disclosure is presently before a circuit court in Broward County. See Fort Lauderdale Fraternal Order of Police Lodge No. 31, Inc. v. George Gretsas, City Manager of Ft. Lauderdale; David Hebert, Assistant City Manager of Ft. Lauderdale; and the City of Ft. Lauderdale, Case No. 08-32515 (17th Judicial Cir., Broward Co.). If the text is between Commissioners, then, like emails and telephone calls, the provisions of the Sunshine Law apply provided the communication concerned some matter on which foreseeable action could be taken by the Commission.

C. Facebook, Twitter & Other Internet Social Networking Sites

The Attorney General addressed the Coral Springs City Commission's proposal to create and maintain a Facebook page in Attorney General Opinion 2009-19. In this opinion the Attorney General opined that the City had the authority to create a Facebook Page, and addressed the issue of whether all of the information contained in the City's Facebook page, or posted therein by "friends" would be a public record. The Attorney General opined that whether communications were public records would depend upon whether the information was made or received in connection with the transaction of official business by or on behalf of the City. Any information posted by the City or its "friends" which is deemed

to be a public record would be subject to the public records retention schedules.

The Attorney General also briefly addressed the situation where two or more members of the City Commission were to participate in a dialogue on the City's Facebook Page with or without other "friends." The Attorney General opined that the members of the City Council should not exchange or discuss matters on the City's Facebook Page that could come before the City Council for official action because, depending on the nature of the communication the Sunshine Law applies. The Sunshine Law applies to any gathering whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the board or commission. The law extends to discussions and all deliberations with no requirement that a quorum be present or whether formal action is immediately taken as a result of the discussion.

D. Facebook, Twitter & Other Internet Social Networking Sites by a Commissioner

Any Town Commission member has a First Amendment right to create a personal website, including but not limited to Facebook, My Space or Twitter Pages, as well as the right to blog, and send and receive text messages and e-mails. Nevertheless, if a Commissioner chooses to create or participate in a "Page," or to communicate through other electronic forums, then depending upon the nature of the communications and with whom a Commissioner communicates, the electronic comments could be subject to the Sunshine Law, the Public Records Act, or both. With respect to the Sunshine Law it may be helpful to think of electronic communications as telephone calls. In a telephone call, there is not a physical meeting, however, the Sunshine Law prohibitions apply, just as though two Commissioners were in the same physical space.

A personal website is a medium for communication to the public at large and also with an individual commenter. One of the most popular social networking sites today is Facebook, which is maintained by the privately-owned corporation, Facebook, Inc. Facebook currently has more than 200 million active users worldwide. Like other social networks, it allows its users to create a profile page and forge online links with friends and acquaintances. Facebook and other social networking sites generally allow its users to post information to be distributed via the Facebook network to other users and to build networks of "friends." After a person has been accepted or added as a "friend" of the user, the "friend" appears on the user's profile and along with all of the other user's friends, will receive all comments, information, photos and other materials posted on the user's Facebook page. Facebook also contains interactive features, including instant messaging and a "Wall" which allows a user's "friends" to post messages and attachments, which may be viewed by anyone who has been authorized to view the user's profile.

Should a Commissioner choose to create a Facebook, Twitter, or other forum for communication, you should be careful not to have communications with other Commissioners relating to issues that may come before the Commission in the foreseeable future for Commission action. Postings comments on a personal website which get transmitted to another Commissioner could be viewed as the equivalent of a "meeting", and thus could be subject to the Sunshine Law. For example, were one Commissioner to

become a "friend" on another Commissioner's Facebook page and were the two Commissioner's (perhaps amongst other friends) to exchange comments about a pending comprehensive plan amendment, development project, the budget, or other item which could come before the Commission, this communication could be viewed as a violation of the Sunshine Law.

Another issue which arises is whether the comments posted by one Commissioner to another, or to other "friends" who participate would be a public record subject to the Public Records Act. If it is a public record, then the comments must be maintained by the Town as a public record. The term "public records" include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. The Florida Supreme Court has interpreted this definition broadly, such that it encompasses all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. In sum, it is the nature of the record created rather than the means by which it is created which determines whether it is a public record. Accordingly, it would seem that postings by one Commissioner of information related to the Town on Facebook or other social networking sites which is received by another Commissioner would be subject to the Public Records Act. A more difficult question is presented in instances where a Commissioner's comments spread to the Facebook pages of the "friends" of a Commissioner. Whether the information contained on the pages of "friends" of Commissioners are public records would depend on whether the information contained on the pages implicated, were made or received in connection with the transaction of official business, by or on behalf of the Town.

A related legal issue relates to the records retention requirement of public records. Section 257.36(6), F.S., provides that a "public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." In AGO 96-34, the Attorney General opined that electronic public records such as e-mail messages are subject to the statutory limitations on destruction of public records. The Attorney General has also concluded that that the public records on a website maintained by a Commissioner that related to the transaction of Town business (and thus is a public record) is subject to the retention schedule regarding Town records as established by law. Accordingly, information related to official town business that is posted on social networking sites and is intended to perpetuate, communicate or formalize knowledge would be a public record and would have to be saved and archived. The posted comments would be subject to the policies and retention schedule regarding Town records.

E. Blogs

Similar to the social networking sites, the use of a website blog or message board to solicit comments from other members of a Commission on matters that would come before the Commission for some action would trigger the requirements of the Sunshine Law. See AGO 2008-07. Such action would amount to a discussion of public business through the use of the electronic format without appropriate notice, public input, or statutorily required

recording of the minutes of the meeting. While the mere posting of a position by one Commissioner does not implicate the Sunshine Law, subsequent postings by other Commissioners commenting on the same subject of the initial posting could be construed as a communication by two or more members of the same Commission and therefore subject to the Sunshine Law. AGO 2008-07.

The Attorney General has stated that “while there is no statutory prohibition against a Commissioner posting comments on a privately maintained electronic bulletin board or blog, members of the same Commission must not engage in an exchange or discussion of matters that foreseeably will come before the Commission for official action.” The use of an electronic means of posting a Commissioner’s comments and the inherent availability of other participants or contributors to then act, intentionally or otherwise as liaisons creates an environment that could easily become a forum for discussion of public business outside of a public meeting in contravention of the Sunshine Law.

Although there are many different electronic forums for Commissioners to access and use, both personally and for public business, existing laws regarding “Sunshine” and public records remain applicable. Commissioners should be cautious when interacting with members of the public as many of these communications may become public records. Insofar as the Sunshine Law is concerned, Commission should treat written electronic communications as they would a phone call between Commissioners, i.e. there should be no substantive discussion on a subject which could come before the Commission for official action at a public meeting.

IV. PROCEDURES GOVERNING QUASI-JUDICIAL HEARINGS

A. What actions are Quasi-Judicial?

In the context of land use matters, an item is quasi-judicial when the Board is reaching a final decision on an application by applying criteria, which exists in a Code to the application. So when the Historic Preservation and the P & Z Boards consider certificates of appropriateness and variances, respectively the Board must conduct a quasi-judicial hearing and take quasi-judicial action. Such hearings are governed by the procedures of Town Code Section 2-2.

B. Who Are The Participants?

Generally, the parties to quasi-judicial proceedings only include the Town staff and the applicant. Sometimes they include a neighbor, homeowners association or a special interest group. In some instances the neighbor(s), homeowners’ association or special interest group may qualify as an “affected party”, if so, they may request and be given intervener status. To request to be a party intervener, the Town Code requires that a notice be filed with the Department of Planning & Zoning at least ten days prior to the date of the hearing.

The applicant, the Town staff, and any party intervener are each afforded the opportunity to present evidence, bring forth witnesses and ask questions of, or cross-examine any other

party or party-intervener's witnesses. The witnesses of a party or party-intervener shall be sworn. Members of the public are not generally affected parties and therefore Interveners unless they reside in the immediate vicinity (within 300') of the property which is the subject of the application. Members of the public are not required to be sworn as witnesses.

C. Ex-Parte Communications

Ex-parte communications are oral or written communications between an interested person and an elected or appointed official on the merits of any matter upon which action may be taken by a quasi-judicial board. A person is not prohibited from communicating with a member of a quasi-judicial board if the communication occurs outside of the presence of the other parties. However, disclosure of such communications is required. Florida statutory and judicial law requires the disclosure of the substance of the communication. See 286.0115, Fla. Stat. Disclosure must be made before the quasi-judicial hearing at which a vote is to be taken so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond. The disclosure by a board member shall include: (1) the subject of the communication and (2) the identity of the person, group, or entity with whom the communication took place. Written communications to members of quasi-judicial boards shall not be presumed prejudicial provided the disclosure or written communication is made part of the record before final action on the quasi-judicial matter. (3) Members who conduct site visits of a site which is the subject of a quasi-judicial hearing or who receive opinions from "outside" experts regarding the applicant must make a disclosure before final action is taken on application.

Although Board members may discuss the merits of development applications that will come before them, Board members may not prejudge or predetermine their position on the request of any applicant or interested person. Board members may be "lobbied" (see discussion above) but must remain impartial at all times and must disclose any ex-parte communications (see discussion above).

D. Order Of Quasi-Judicial Proceedings:

(1) The Chairperson shall call the proceeding to order and announce the matter to be heard. The Board may determine the order of presentation of the parties in order to expedite the proceeding. However, generally the Town staff shall first present any staff or other reports, exhibits or evidence. Prior to the presentation by staff Ex-Parte disclosures are announced (see above discussion). The Town staff's presentation should not exceed 15 minutes. The staff may request that some portion of its 15 minutes be reserved for rebuttal or closing argument, following public comments, but prior to the Board or Council's deliberation. Following the staff's presentation, the applicant, or any intervener may ask questions of the staff. The questioning party is not permitted to make any arguments or statements, but may only ask questions which are directly related to the testimony presented.

(2) The applicant or his agent may make a presentation. If the applicant chooses to make a presentation, it should include a description of the nature of the application and a

response to the staff's presentation, including objections to any conditions of approval recommended by the staff. This presentation should not exceed 15 minutes. An applicant may request that some portion of its 15 minutes be reserved for rebuttal or closing arguments. Additionally, applicants may submit any relevant written materials, which contribute to the explanation of the application for incorporation into the record. Following the applicant's presentation, the staff, or any intervener may ask questions of the applicant and any of his witnesses.

(3) Any party intervener may make a presentation. It should include any response or objections to the staff report and the applicant's presentation. The intervening parties may introduce any exhibits or witnesses. A party intervener's presentation should not exceed 15 minutes. An intervening party may request that some portion of its 15 minutes be reserved for rebuttal or closing argument. Additionally, applicants may submit any relevant written materials, which contribute to the explanation of the intervening party's position for incorporation into the record. Following the presentation of any intervener, the staff or applicant may ask questions of the intervening party's witnesses.

(4) Following the staff's, applicant's, and intervener's presentations, the Board shall address questions about the application to these parties.

(5) Members of the public shall make their presentation. Unless waived by the Board, presentations by members of the public are limited to three minutes.

(6) If sufficient time has been reserved, any of the parties may make closing arguments or offer rebuttal testimony. This rebuttal testimony shall not be repetitive or cumulative and shall be limited to directly responding to matters raised by members of the public or another party.

(7) Following the presentation of closing arguments or any rebuttal testimony, if any, the Board begins its deliberation. During deliberation, the chairperson shall take comments from the members of the Board in a sequential order. No further testimony shall be taken and the members of the Board should not ask further questions of parties or persons who have presented testimony or comments.

(8) After each of the members of the Board has made their comments, the chairperson shall call for a motion. Once a motion has been made and seconded, the chairperson may invite discussion from the members of the Board limited to the contents of the motion. The members of the Board may request assistance from the Board's attorney regarding the contents of the motion. Following the Board's discussion, the chairperson shall call for the vote.

(9) The Board's attorney shall prepare a Final Order of the Board which reflects its decision. The Final Order shall include, but not be limited to the findings of fact and conclusions of law as are necessary, and any conditions, requirements or limitations on the approval of the application. The appeal of any decision of the Board must be taken within 30 days of the executed Final Order.

V. ETHICAL CONSIDERATIONS

A. State Law

Board members may not accept compensation, payment, or thing of value when the Board member knows, or with the exercise of reasonable care, should know that it is given to influence a vote or other action, in which the Board member is expected to participate in his/her official capacity. 112.313(4), Fla. Stat. If a questionable situation arises, ask yourself: why is this person offering this to me?

Likewise, Board members may not solicit or accept anything of value based upon any understanding that the vote, official action, or judgment, of the Board member would be influenced thereby. 112.313(2), Fla. Stat. Such conduct is commonly known as bribery.

Board members may not disclose or use information not available to members of the general public and gained by reason of their official position for their personal gain or benefit or for the personal gain or benefit of any other person or entity. F.S. 112.313(8). Board members may not have a contractual relationship or employment with an agency or a business entity that is either subject to the regulation of, or doing business with, the Town of Lake Park. 112.313(7), Fla. Stat.

B. County Laws

Following the conviction of three County Commissioners for crimes they committed in office, Palm Beach County adopted three ordinances to address ethical conduct by elected and appointed officials, and local government employees. These regulations were extended to the municipalities following a referendum. In addition to these regulations the County adopted a Lobbyist Registration Ordinance. The Town has elected to "opt in" to the regulatory program. A brief summary of these laws is presented below.

1. Code of Ethics

This Code provides more stringent ethical standards than those now contained in the State law (§112.326, F.S.). The Code established standards pertaining to: (a) misuse of public office; (b) corrupt misuse of official position; (c) disclosure of voting conflicts; (d) contractual relationships; (e) travel expenses (f) acceptance of gifts & (g) nepotism. The Code requires training for all elected or appointed officials and employees.

2. Commission on Ethics

An independent Commission on Ethics (COE) was created to develop and deliver training programs for all governmental entities that are required to, or contracts to be regulated by the COE. The COE is an appointed board, and meets monthly to consider complaints of alleged violations of the Code of Ethics by elected or appointed officials and employees.

3. Office of the Inspector General

The Office of the Inspector General (IG) was created to detect misconduct involving abuse, corruption, fraud, waste, inefficiencies, and mismanagement. The IG has the authority to (a) make investigations of Town matters, including but not limited to competitively bid contracts for goods and services; (b) review and audit past, present and proposed Town programs, accounts, records, contracts, change orders and transactions; (c) prepare reports and recommendations to the Town Commission on such investigations.

4. Lobbyist Registration

This registration program is a companion regulatory program to the Code of Ethics. The County created a central Lobbyist Registration Site to protect the public and public officials and promote transparency in governmental affairs. It regulates lobbyists and puts the responsibility for complying with these regulations on the lobbyist **not** the elected, or appointed officials and employees. A Lobbyist is defined as "any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying." The Town's responsibility is to maintain a "Contact Log" which as the name implies is used to record when a Lobbyist meets with staff, elected or appointed officials. The Town Manager is charged with the responsibility of making a preliminary investigation upon be informed of a violation by a Lobbyist. If a violation occurred notify the COE.

VI. PUBLIC RECORDS LAW

Chapter 119, Florida Statutes is known as the Public Records Act. These statutes establish a right of access to any public record made or received in connection with the official business of any public body. Both the Planning & Zoning and Historic Preservation Boards are subject to the Public Records Act. All documents made and received by the Board are public records. Generally, public records request are directed to the Town Clerk or Town Manager. However, if you receive a request for Town records, please advise the requesting party to make their request in writing and send it to the Town Clerk for processing.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 4*

Agenda Title: Approving an Outside Activity of the Town Manager

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

Approved by Town Manager *DSS* Date: *4/11/13*

DALE S. SUGERMAN / TOWN MANAGER
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: Town Manager Employment Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

Section 15: Outside Activities of the employment agreement between the Town and the Town Manager states:

"With 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 such activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town."

Over the course of the next few months I plan to use accumulated vacation time to do some private consulting work with a Chicago based firm that I have done work for in the past. This consulting work is built around leadership training of their board of directors and their executive staff. All of my time doing this consulting work will be done using accumulated vacation leave and will be for no more than 2 or 3 days at a time. Of course, while I am away, I will be available by cell phone and electronic mail for staying in direct contact with Town Hall.

Recommended Motion:

I move to grant approval for the Town Manager to use accumulated vacation leave for no more than 2 or 3 days at a time for purposes of conducting outside professional training activities with a private, Chicago-based, business.

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this 29th day of June, 2012, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter called "Town") and Dale S. Sugerman (hereinafter called "Town Manager"),

WHEREAS, the Lake Park Town Commission (hereinafter called "Commission") voted to engage the services of Dale S. Sugerman as Town Manager of the Town; and

WHEREAS, the powers and duties of the Town Manager are as set forth in Section 2-82 the Code of Ordinances of the Town of Lake Park (hereinafter called "Town Code"); and

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

NOW THEREFORE, it is agreed and acknowledged as follows:

Section 1: Recitals

The recitals stated above are true and correct to the best of the knowledge of the Parties hereto and incorporated herein by this reference.

Section 2: Appointment

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

Section 3: Term

The term of this Agreement shall be for an initial period of one (1) year. This Agreement shall automatically be renewed on its anniversary date for a successive one [1] year term unless either Party provides written notice of termination of this Agreement at least 60 days before the expiration date. In the event this Agreement is not renewed, all compensation, benefits, terms and conditions of the Agreement 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 accrued annual leave paid in lump sum plus continuation of all benefits for the remainder of the term of this Agreement.

Section 4: Duties and Authority

Town agrees to employ Dale S. Sugerman 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 and the Town Manager shall address those questions and concerns with the town staff, its consultants and contractors. Individual members of the Commission shall not, acting alone and without authorization of the Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, nor instruct any Town personnel under the Town Manager's control to take or refrain from any action. This paragraph shall not be applied to limit Article VI, Section 4. "Town manager has full authority over administrative service" provision of the Town Charter, or Article III, Section 2-82, "Powers and duties of town manager" and Section 2-83 "Town manager's control over administrative services" provisions of the Town Code.

Section 6: Compensation

The Town agrees initially to pay Town Manager an annual base salary of \$120,000.00, payable in installments at the same time that the other management employees of the Town are paid. Subsequently, this Agreement shall be automatically amended to reflect any salary adjustments that are provided for by the Commission associated with its annual performance review.

The Town Manager may receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Commission. The amount of said increase shall be determined by the Commission.

If the Commission determines that furlough days should be imposed on the Town's employees during any fiscal year, the Town Manager agrees that his then annual base salary shall be also be reduced based upon the number of furlough days.

Section 7: Initial Performance Review and Subsequent Annual Reviews

The 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 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 further mutually adopt and 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 and appropriations provided. 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 8: Hours Per Week

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

Section 9: Annual Leave

During the first full payroll cycle after commencing employment, the Town Manager shall be credited with the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter the Town Manager shall accrue annual leave in accordance with the Town's leave policy.

Section 10: Holidays

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

Section 11: Health Benefits

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

Section 12: Life Insurance

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

Section 13: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, 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. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. 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 30 days of employment, the Town shall make all necessary arrangement and approve all necessary documents to allow Sugerman to directly deposit earned income in both the ICMA-RC 457 Deferred Compensation plan and the ICMA-RC 401(a) Defined Contribution plan.

Section 14: 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 as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Commission.

Section 15: Outside Activities

With 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 16: Equipment, General Business Expenses and Professional Development

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

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

Section 19: Termination Without Cause

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

If the Town Manager is terminated without cause, the Town Manager shall be paid a lump sum severance pay equal to three (3) months salary. Additionally, should the Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and leave earned prior to the effective date of termination shall be paid. The Town shall also compensate the Town Manager the financial value of the health insurance coverage it pays for the Town Manager following the date of termination for three months. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

Section 20: Voluntary Resignation

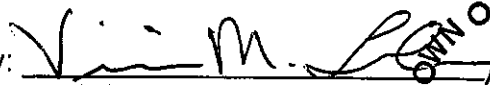

In the event that the Town Manager voluntarily resigns, the Town Manager shall use best efforts to provide to the Commission 60 calendar days advance written notice, but under no circumstances less than 30 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued annual leave as of the date the resignation becomes effective.

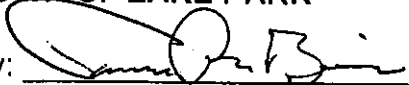
Section 21: Return of Town Property

Upon final termination of the Town Manager's employment, whether voluntary, for cause 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, documents and any other property of the Town in the Town Manager's possession or control.

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

ATTEST:

By: 
Vivian M. Lemley, Town Clerk


TOWN OF LAKE PARK
By: 
James Dubois, Mayor

6/29/12
Date

FLORIDA

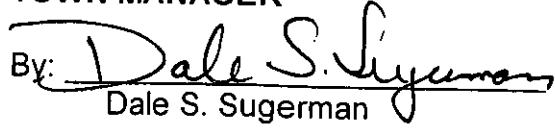
6/29/12
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Thomas J. Baird, Town Attorney

June 29, 2012
Date

TOWN MANAGER

By: 
Dale S. Sugerman

6/29/2012

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 5*

Agenda Title: Marina Security Services Contract Renewal – U.S. Security Associates, Inc.

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

Approved by Town Manager *[Signature]* **Date:** *4/9/13*

James C. Hart, Marina Director
Name/Title

Originating Department: Lake Park Harbor Marina	Costs: \$ 59,943.16 Funding Source: Acct. # 800-34000 <input checked="" type="checkbox"/> Finance <u><i>BK2</i></u>	Attachments: Contract Bid Documents Letter from U.S. Security Associates, Inc.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>JH</i></u> Please initial one.

Summary Explanation/Background:

The contract with U.S. Security Associates, Inc. for roving security services at the Lake Park Harbor Marina expired on March 2, 2013. The contract explicitly states that the "Town may renew the contract for two (2) one (1) year periods, subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the Town". Additionally, the contract states that "all prices, terms and conditions shall remain firm for any renewal period unless subject to price adjustment specified as a special condition hereto". And there are no such price adjustments.

At this time, the Town recommends renewal of this contract and an adjustment in the contract date to coincide with the Town's Fiscal Years 2013 and 2014 (starting on March 3, 2013 and ending on September 30, 2014) thereby, encompassing approximately seven months that remain in the current fiscal year and twelve months of the next fiscal year. Security services are being paid at the daily straight time rate of \$12.86 per hour and six holidays at the overtime rate of \$19.29 per hour. The total amount of the contract renewal for nineteen (19) months based on the current pricing is \$59,943.16. U.S. Security Associates, Inc. is amenable to this adjustment.

U.S. Security Associates, Inc. has had an excellent track record of providing on-site roving security surveillance with no performance issues or violations of any kind to date, and have submitted reports to the Town setting forth any security-related incidents as required under the contract.

Recommended Motion: Approve renewal of the contract with U.S. Security Services, Inc. for provision of Marina security services for the period of March 3, 2013 through September 30, 2014.

TOWN OF LAKE PARK
AND

U. S. Security Associates, Inc.

THIS CONTRACT, made this 3rd day of March, 2012, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and U. S. Security Associates, Inc. a Florida Corporation, State of Florida License No. BB2500022, FEID Number 22-3262806, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

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

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

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

WHEREAS, the TOWN has solicited and received bids on January 30, 2012, for the required security services; and

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

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

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

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

1. STATEMENT OF WORK

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

1.2 CONTRACTOR shall obtain a Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the

Contract. The CONTRACTOR must be licensed by the Florida department of Agriculture and consumer Services, Division of Licensing prior to commencing work under the Contract and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. **CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY**

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. **CONSIDERATION**

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are agreed to by the parties in writing shall be: \$ 37,859.84.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term

of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Document and all amendments and addendums thereto.
- b) CONTRACTOR'S Bid 102-2012;
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a competent superintendent ("Project Manager or Project Supervisor") to act as the CONTRACTOR's agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Manager, provided for in Paragraph 5 herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to local law enforcement agencies.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100% of the total amount of the work to be performed under the Contract.

8. **INSURANCE REQUIREMENTS**

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract, which must include the following coverage and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in

compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.

- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

8.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

8.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. **INDEMNIFICATION**

9.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. **SUBCONTRACTORS**

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractor, as it is for the acts and omissions of persons directly employed by them. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The

CONTRACTOR shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and

Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. **RECORDS**

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

- a. **Maintenance of records:** The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Contract.
- b. **Examination of records:** the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. **Cost and pricing data:** the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. **PUBLIC ACCESS**

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. **FORCE MAJEURE**

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force

majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. **GRATUITIES**

18.1 The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. **GOVERNING LAW AND VENUE**

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. **CONTRACT AMENDMENTS**

20.1 This Contract may be amended only with the prior written approval of the parties.

21. **NO WAIVER**

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. **NO ASSIGNMENT**

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN.

23. **ATTORNEY'S FEES**

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. **COMPLIANCE WITH LAWS**

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. **INDEPENDENT CONTRACTOR STATUS**

25.1 The CONTRACTOR is an independent contractor and is not an employee or

agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. **INTEGRATION**

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. **TERMINATION FOR CAUSE AND DEFAULT**

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. **TERMINATION FOR CONVENIENCE OF TOWN**

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

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

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

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

29. **NON-EXCLUSIVITY**

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

30. **FUNDING**

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

31. **RIGHT TO AUDIT**

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

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

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

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

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

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the

following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

33. **SAFETY**

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

34. **NOTICE**

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

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

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

Attention: U. S. Security Associates, Inc.
Joseph P. McKeogh, Branch Manager
1750 North Florida Mango Road, #301
West Palm Beach, FL 33409

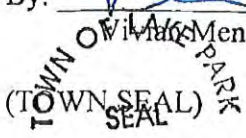
35. **SEVERABILITY**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: *Vincent M. Lemley*
Vincent M. Lemley, Town Clerk
(TOWN SEAL) 

By: *James DuBois*
James DuBois, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *Thomas A. Baird*
Thomas A. Baird, Town Attorney

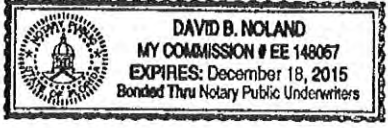
CONTRACTOR

By: *Joseph C. McKeogh*
Its: *Project Manager*

SWORN TO and subscribed before me this 19 day of APRIL 2012.

(Notary Seal)

David B. Noland
Notary Public DAVID B. NOLAND



My Commission Expires: 12-18-15



Minutes
Town of Lake Park, Florida
Bid 102-2012 Marina Security Services
January 30, 2012 10:00 a.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Marina Security Services bid 102-2012 opening was conducted on January 30, 2012 at 10:00 a.m. Present were Marina Manager, Mike Pisano; Finance Director, Anne Costello, Deputy Town Clerk, Shari Canada, and Town Clerk Vivian Lemley.

Town Clerk Vivian Lemley called the meeting to order at 10:00 a.m. and explained that three (3) bids had been received for the project.

Company	Address	Marina Guard	Special Event Guard
Advanced American K-9 Security LLC	198 Lake Arbor Drive Palm Springs, FL 33461	\$14.00 straight time \$0.00 overtime/holiday 40,880.00 annual	\$14.00 straight time \$0.00 overtime/holiday
U.S. Security Associates, Inc.	1750 N. Florida Mango, Road, Suite 301 West Palm Beach, FL 33409	\$12.86 straight time \$19.29 overtime/holiday \$37,448 annual	\$19.00 straight time \$19.00 overtime/holiday
AGG of America, LLC/dba Advanced National Security Inc.	2311 10 th Avenue North Lake Worth, FL 33461	\$13.49 straight time \$20.24 overtime/holiday \$40,362.32 annual	\$13.49 straight time \$20.24 overtime/holiday

A review of the bid packages will be conducted to ensure all the required documentation are included. The Town Commission will be given a recommendation for approval.

Vivian Lemley thanked everyone for being present.

ADJOURNMENT:

With no other Bids, the opening of Bid102-2012 was closed at 10:08 a.m.


Town Clerk Vivian Lemley
SEAL

FLORIDA

THE PALM BEACH POST
Published Daily and Sunday
West Palm Beach, Palm Beach County, Florida

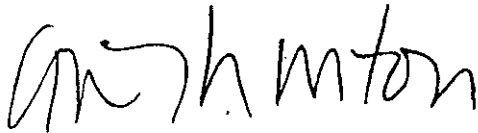
PROOF OF PUBLICATION


STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Ellen Sanita**, who on oath says that she is **Call Center Revenue Manager** of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a **Bid** in the matter **#102-2012** was published in said newspaper in the issues of **January 8, 2012**. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second-class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.



Sworn to and subscribed before 9th day of January, A.D. 2012.
Who is personally known to me.



NOTARY PUBLIC-STATE OF FLORIDA
 **Karen M. McLinton**
Commission #DD832672
Expires: NOV. 15, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NO. 646667
INVITATION TO BID
The Town Commission is accepting sealed Bids for the following:
Security Service Contract
All Bids must be received in triplicate at the address below, in the office of the Town Clerk, no later than Monday, January 30, 2012 at 10:00 a.m., at which time all Bids will be publicly opened and read. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt. Bid Documents may be obtained at the address below or by calling the Town Clerk (561) 881-3311. Bid Documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

Bid Documents
Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30a.m.-5:00 p.m., Monday-Friday, upon payment of a \$10.00 non-refundable fee, for each bid document. All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403
Envelope must be identified as sealed bid # 102-2012 Marina Security Services
The Town reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Town.
TOWN OF LAKE PARK
Michael Pisano
Lake Park Harbor, Marina Manager
PUB. The Palm Beach Post
January 9, 2012

**SPECIFICATIONS AND
BID DOCUMENTS
FOR**

Marina Security Services Contract

Bid # 102-2012

**TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FLORIDA 33403**

**TOWN CLERKS OFFICE
(561) 881-3311**

Security Service Contract for
TOWN OF LAKE PARK HARBOR MARINA

Bid # 102-2012

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INVITATION TO BID

The Town Commission is accepting sealed Bids for the following:

Security Service Contract

All Bids must be received in triplicate at the address below, in the office of the Town Clerk, no later than Monday, January 30, 2012 at 10:00 a.m., at which time all Bids will be publicly opened and read in the Commission Chamber of Town Hall. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The "Clerk's time stamp" shall be conclusive as to the timeliness of receipt. Bid Documents may be obtained at the address below or by calling the Office of the Town Clerk at (561) 881-3311. Bid documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

Bid Documents

Bid documents may be obtained by calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m., Monday–Friday, upon payment of a \$10.00 non-refundable fee, for each bid set.

All Bids should be submitted in triplicate in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

Envelope must be identified as sealed bid # 102-2012 Marina Security Services

The Town reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Michael Pisano
Lake Park Harbor Marina Manager

Publish: Palm Beach Post, Sunday, January 8, 2012

INVITATION TO BID

SUBMIT BID TO:
TOWN OF LAKE PARK
ATTN: TOWN CLERK
535 PARK AVENUE
LAKE PARK, FLORIDA 33403

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK. THE TOWN OF LAKE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER'S ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Marina Security Services

BID NO.: 102-2012

BIDS WILL BE OPENED 10:00 AM (EDST), Monday, January 30, 2012
and may not be withdrawn during the 90 calendar days following such date and time.

TOWN AGENT:
Michael Pisano 561-881-3353

BIDDER'S CERTIFICATION

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

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO: () _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

3. QUALIFICATIONS OF BIDDERS

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

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

4. EXAMINATION OF BID DOCUMENTS

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

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

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Town Clerk, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by TOWN as having received the Bid documents. The issuance of a written addendum by the TOWN shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the TOWN.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN OF LAKE PARK.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

8.1.1 The chemical name and the common name of the toxic substance.

8.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

8.1.4 The emergency procedure for spills, fire, disposal and first aid.

8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK MARINA, BID # 102-2012 OPEN ON January 30, 2012 and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the TOWN for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by a representative of the bidder duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be submitted in the full corporate name of the bidder and executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name of the bidder and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 Copies of Bidder's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida.

10.6 A current Certificate of Status issued by the State of Florida showing that the Bidder is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the bid.

10.7 A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the Bidder, copies of all current professional and business licenses, current certifications of insurance coverage, three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by Bidder within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify Bidder's performance). Bidder shall also provide any other information deemed pertinent by the Bidder relating to its particular qualifications to perform the Project work. Bidder shall also show its capability to meet the time and budget requirements of the Town taking into consideration and including the current and projected workload of the Bidder.

10.8 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the Project, including the length of tenure of such personnel with the Bidder.

10.9 No proposal shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the Town upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the Town.

10.10 Statement regarding recent, current and anticipated future workload of the Bidder, including an assessment of the effect of same upon Project work.

10.11 Physical address of Bidder's principal business office and any and all satellite offices.

11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with TOWN and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of TOWN by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 TOWN reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 TOWN reserves the right to reject the Bid of any Bidder if TOWN believes that it would not be in the best interest of TOWN to make an award to that Bidder.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All Bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but TOWN may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the TOWN, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by TOWN indicates to TOWN that the award will be in the best interests of the TOWN and not necessarily to the lowest Bidder.

15.2 Criteria utilized by TOWN for determining the most responsible and responsive Bidder includes, but is not limited to the following: (a) Ability of Bidder to meet published specifications. (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder. (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required. (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference. (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services. (f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the TOWN Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be awarded to the next lowest Bidder who is responsible and responsive in the opinion of the TOWN.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 ORDERING: The TOWN reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the TOWN reserves the right to obtain such delivery from others without penalty or prejudice to the Town or to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The TOWN may renew this Contract for two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the TOWN. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the TOWN as determined by the TOWN Manager. The successful Bidder shall be required to provide proper proof of insurance to the TOWN Manager prior to award. No award will be recommended until a written determination is made by TOWN Manager that the proof of insurance submitted by the Bidder is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the TOWN if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The TOWN reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the TOWN. If required by the TOWN, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The successful Bidder shall allow the TOWN to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and must include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit these documents may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which must be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder's Certification
 - Certificate(s) of Insurance
 - State of Florida License - Copy
- (b) Bid Form
 - Signed
 - Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (c) References
- (d) Drug Free Workplace Certification
- (e) Anti-kickback Affidavit
- (f) Non-Collusive Affidavit
- (g) Certification of Non-Segregated Facilities, if required by the Special Conditions
- (h) Sworn Statement on Public Entity Crimes
- (i) Experience Form(s)
- (j) Proof of Financial Stability
 - Statement of Financial Stability
 - Most Recent Financial Report
 - Last Three Years of Financials
 - Financial Letter(s) of Reference
- (k) Civil Litigation Form
- (l) Criminal Litigation Form
- (m) Bid Security, if required by the Special Conditions

23. DRUG FREE WORKPLACE PROGRAMS

Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Town for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of Bids to modify or interpret the Bid Documents.

Bid Documents - Include the "Public Notice of Invitation to Bid", "General Information and Instructions for Bidders", "Standard Terms and Conditions", "Bid Forms", "Drug Free Workplace", "Agreement", "Specifications", and any Addenda issued prior to receipt of Bids.

Bidder - A contractor or vendor who responds to this bid search.

Change Order - When a Purchase Order serves as a contract defining the terms and conditions of the procurement of a service, a Change Order shall be considered a request for revision in one or more of the criterion of the Purchase Order. When a signed Contract serves to define the terms and conditions for the procurement of a service, a Change Order shall be considered a written order to the Contractor signed by the Town, after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time.

Contract - The entire and integrated agreement between the Contractor and the Town, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

Contractor - Any person having a Contract with the Town.

Lump Sum Bid Price - The amount stated on the "Bid Forms" for which the Bidder offers to provide a service as described in the Bidding Documents.

Specification - The written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

Unit Price Bid - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the Bidding Documents.

Work - Construction and services required by the Contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

CONTRACTUAL AGREEMENT

The Invitation to Bid shall be included and incorporated in the final Contract. The order of Contract precedence will be the Contract (purchase order), Bid document and response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

COOPERATIVE PURCHASING AGREEMENT

Contractor agrees that its acceptance of the terms and conditions of this Invitation to Bid also constitutes a Bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this Bid, should vendor deem it in the best interest of its business to do so.

FAMILIARITY WITH LAWS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendors doing business with the Town are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful Bidder will be responsible for advising Town staff of any delay in scheduled service.

The Town reserves the right to utilize outside services when necessary from other sources should the successful Bidder be unable to supply services on a timely basis.

Contractor warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

EEO STATEMENT

The Town is committed to assuring equal opportunity in the award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the Contractor to obtain, at no additional cost to the Town, any and all licenses and permits required to complete this Contractual service.

Bidder must hold all applicable licenses issued by the State of Florida and/or Palm Beach County.

A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

- (a) Any person maintaining a permanent business location or branch office within the Town of Lake Park.

(b) Or, any company doing work within the municipal boundaries of the Town of Lake Park.

Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Office, 535 Park Avenue, Lake Park, Florida 33403. Call the Community Development Department at 561-881-3318 for assistance and additional information.

A copy of these licenses and registration shall be submitted with the Bid and must be in the name of the Bidder shown on the Bid submittal. The Lake Park Business Tax Receipt or Business Registration Receipt may be obtained after bid submittal upon award of bid.

SUBCONTRACTING/SUBCONTRACTOR LIST

Bidder shall submit a list of the names of the subcontractors and major material suppliers proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this Bid document. The Town reserves the right to accept or reject any or all Bids wherein a subcontractor is named and to make the award to the Bidder who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town.

Prior to award of Contract, the Town will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity without an increase in the Bid price. If the Bidder declines to make any substitution, the Contract shall not be awarded to such Bidder. This shall not constitute grounds for the Bidders sacrifice of his Bid Security.

No Bidder shall be required to employ any Subcontractor or major material supplier against whom he has reasonable objection.

NON-APPROPRIATIONS

The obligations of the Town to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all Bids.

TRADE, BRAND NAMES

The Town may require specific brand/manufacture items on a "NO SUBSTITUTE" basis because operational conditions of the Town have found these items, by usage and experience to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State Taxes for tangible personal property. The Finance Director will sign an exemption certificate submitted by the Contractor. Vendors or contractors doing business with the Town shall generally not be authorized to use the Town's Tax Exemption Number in securing such materials, unless otherwise agreed to by the Town in writing.

PAYMENT

All invoices should make reference to the purchase order number authorizing the service. All services are subject to inspection. Services that do not meet Specifications will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase Order Number and/or Contract Number.
- (b) Bidder or Contractor's Name.
- (c) Bidder or Contractor's Taxpayer Identification Number.
- (d) Itemization of Services invoiced at the prices stipulated at the time the order was placed.
- (e) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will only be made after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial Contract or purchase order.

All properly completed and addressed invoices will be paid generally within 30 days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the Town.

The Contractor's "BID" shall serve as a Schedule of Values fixing a "UNIT BID PRICE" to various portions of the work. Payment, based on the Schedule of Values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

ACCEPTANCE

Delivery of service to the Town does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets Contract Specifications and conditions. Should the delivered service differ in any respect from Specifications, payment will be withheld until such time as the Contractor takes necessary corrective action.

TRANSFER PROHIBITED

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Town .

CHANGE ORDERS

All Change Orders, additions to, or deletions from the Specifications shall only be by written order. The Contractor shall not change, alter, or delete in any manner, from the Specifications without prior approval by the Town.

CANCELLATION

The Town may terminate this Contract for default if the Contractor has been found to have failed to provide the service in a "manner satisfactory". A "manner satisfactory" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The Town may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract Price for service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

The Town may terminate this Contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period. The Contractor shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not advertised in the price of the service delivered under the Contract or otherwise recoverable.

In the event that the successful Bidder violates any of the provisions of the Contract, the Town may serve written notice upon such Bidder of its intention to terminate the Contract. The liability of the Bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any shall be forfeited.

CONTRACT TIME

The Agreement shall be for a term of one (1) year from date of award, unless extended by the Town in writing.

Any Contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement with all original terms, conditions and prices adhered to with no deviations.

LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and Specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Bids received by submittal deadline will be reviewed by the Town Clerk's Office to determine if each Bidder has submitted the required information and met all mandatory requirements. Those Bid(s) found to be non-responsive shall be rejected from further consideration.

PRE-COMMENCEMENT MEETING

A pre-commencement meeting shall be held prior to the start of this contract. The Contractor shall offer the plan for providing optimum security coverage for Lake Park Harbor Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The incident reporting system shall be determined. The Contractor shall immediately notify the Town of Lake Park of any deviation from the agreed upon security plan.

PREPARATION EXPENSE

Neither the Town nor its representatives will be liable for any expenses incurred in connection with the preparation of any Bid.

PRICE

All Bids must be submitted on the attached "Bid Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the Contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire Contract term shall be grounds for Contract termination.

The Town reserves the right to purchase on the open market should lower market prices prevail, at which time the successful Bidder shall have the option of meeting the lower price or relieving the Town of any obligation previously understood.

INDEMNIFICATION

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the contract, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to Town of Lake Park the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect Town of Lake Park by naming Town of Lake Park as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Hundred Thousand Dollars (\$100,000.00) Aggregate by Disease.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Town of Lake Park is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles

Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide Town of Lake Park with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the Town Clerk, Certificate(s) of Insurance evidencing the insurance coverage's required herein prior to final award by the Town Commission. Such certificate(s) shall reference this agreement. The certificate holder shall be the Town of Lake Park to the attention of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Town of Lake Park reserves the right to require a certified copy of such policies upon request. All certificates shall state that Town of Lake Park shall be given thirty (30) days prior written notice of cancellation and/or expiration.

The official title of the Owner is "Town of Lake Park". This official title shall be used in all insurance, or other legal documentation. Town of Lake Park is to be included as "Additional Named Insured" with respect to liability arising out of operations performed for Town of Lake Park by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

SPECIFICATIONS FOR Security Service Contract

GENERAL

The Town will appoint a representative to determine if the services are being performed in accordance with the Contract requirements. The Town's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the Contractor will abide by the following procedures:

- (a) Contractor shall appoint a representative to serve as liaison between Contractor and the Town's representative.
- (b) Contractor shall present to the Town's representative, two (2) weeks prior to beginning of a work week the names of personnel assigned to do the work for approval.
- (c) The Town's representative shall be notified by the Contractor each time there is to be a personnel change.
- (d) Contractor shall patrol and utilize the "night watchman system" as provided and directed by the Town's representative.
- (e) Contractor shall provide the Town's representative with a legible logical log of daily activities and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard English and shall be completely legible.
- (f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. Overview

Lake Park Harbor Marina ("Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 103 slips and the availability of two public boat ramps with trailer parking.

2. Contractor Requirements

Provide all management, supervision, labor, materials, vehicles and equipment necessary to provide full building and site security services as described herein for the Lake Park Harbor Marina, including, but not limited to, the following tasks and duties:

a. Licensure

Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security guard personnel at the Lake Park Harbor Marina during all times the marina is closed to the public (after hour's operation). The Lake Park Harbor Marina after hours of operation is 10:00PM to 6:00AM Monday through Sunday. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.
- Services may also occasionally be requested for special events. The Town's representative shall make notification of any non-scheduled work assignments to the Contractor at least (48) forty hours before the start of such assignment.

c. Safety/Training

- The Contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, portable deliberator operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident will be fully documented in writing by the Contractor and reviewed on a case by case basis by the Town.
- The Contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.)

d. Emergencies

The Contractor shall instruct its employees to call the appropriate Town/County/State emergency personnel, and/or designated Lake Park personnel for unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, intruders, fire, vessel sinking, etc.

e. Uniforms/Equipment

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms will be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Communication between security officers and Marina management is required. Cell phones will be provided to security officers by the Contractor.
- Use of Town property (including telephones) shall be used for official business in the performance of the Contract only. Town property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's agents and employees. The Contractor shall take all reasonable precautions to protect Town property.

f. Required Security Guard Qualifications

Personnel shall be physically fit and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be

used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experienced and professionally mature enough to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations;
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Ability to pass background investigation. The Town of Lake Park reserves the right to review the history(s) of each security officer assigned to insure that the background investigation has been conducted satisfactorily
- A certification that the company has a drug free workplace policy.

g. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the Town. The Town reserves the right to inspect ongoing security during any 24-hour period.
- The Town shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The Town has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

h. Compliance Failure/Penalty System

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

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

i. Post-Award review

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

BID FORM

Billing Rate
To Town
(\$/hour)

Marina Guard

_____ Straight time
_____ Overtime/Holiday
_____ Estimated Annual Billing

Special Event Guard

_____ Straight time
_____ Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Social Security Number (OR) Taxpayer Identification Number: _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer Identification Number: _____

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

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

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

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: _____

Address: _____

Telephone : () _____

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

Name: _____

Address: _____

Telephone : () _____

REFERENCES

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

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
2.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
3.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
4.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Bid #: _____ Bid Name: _____

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

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2012 by
_____, who is personally known to me or who has produced _____
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

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

(1) He/she is _____ of _____, the Bidder that has submitted a proposal to perform work for the following: _____

Bid #: _____ Bid Name: _____

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2012 by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

My Commission #: _____

Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Company Name and Address:

Signature

Name and Title

Date

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

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

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

1. This sworn statement is submitted to TOWN OF LAKE PARK
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

2. Whose address is

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

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

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

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

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

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

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

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

(Signature)

**STATE OF FLORIDA
PALM BEACH COUNTY**

The foregoing instrument was acknowledged before me this _____ day of _____
2012, by _____ as _____ of
_____, who is personally known to me or has produced
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name _____

EXPERIENCE

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

Contract Name: _____

Address: _____

City _____ State _____ Zip Code _____

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

Contact Employee	Job Title	Telephone Number	Fax Number
1.		()	()
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date ____/____/____ Contract expiration date ____/____/____
(NOT INCLUDING FUTURE EXTENSIONS)

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

If yes, how long? _____

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

If yes, how many times? _____

For how long has the contract time been extended _____

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

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

Starting Contract Amount _____

Final Contract Amount _____

Financial Stability

Bidder must demonstrate financial stability sufficient for the Pre-Qualification Committee to conclude that the Bidder has the financial ability to service the Town for the term of the Agreement. The Bidder must provide a statement of Bidder's financial stability, including information on current or prior bankruptcy proceedings. Bidder must include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable. Financial reports provided must include, at a minimum, the last three years' balance sheets, income statements and statements of cash flow for the Bidding Entity. Bidders that have less than five years experience must provide applicable statements for each year of operation.

In order to be compliant with this section, Bidders must provide the following:

- 1) A statement of financial stability in the name of the Bidder including information as to current or prior bankruptcy proceedings and information on available Lines of Credit including current and historical outstanding balances.
- 2) A copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable.
- 3) The last three years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow. For those companies with less than five years' experience, Bidders should submit such financial statements for each year of operation.
- 4) A letter from the Bidder's financial institution attesting to the financial stability of the Bidder and that the Bidder has the financial strength and stability to complete the services in accordance with the contract requirements.

(C)

Litigation and Criminal Convictions

The Bidder must provide a summary of all civil litigation the company has been directly or indirectly involved in from November 5, 1997 to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers Compensation claims and/or employment related issues need not be reported.

The Bidder must also provide a summary of all criminal convictions and current indictments of the company and/or its officers from November 5, 1992 to the present. The Pre-Qualification Committee may disqualify a Bidder with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

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

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

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

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

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

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

**C-2
Criminal Litigation**

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

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

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

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

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

U.S.
Security
Associates,
Inc.



U.S. SECURITY ASSOCIATES, INC.®

January 30, 2012

Ms. Vivian Lemley, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33408

Dear Ms. Lemley,

Thank you for the opportunity to present you and the Town of Lake Park (Harbor Marina) with a proposal of cost for your security needs. Please permit me this opportunity to introduce U. S. Security Associates, Inc.

U. S. Security Associates is very proud to have received a Certificate of Conformance from the Department of Homeland Security. What that means is that U. S. Security Associates, Inc. is an "Approved Product for Homeland Security". In order to receive this certification our services/products have been deemed by the Department of Homeland Security to be "designed, developed, modified, or procured for the specific purpose of preventing, detecting, identifying, or deterring acts of terrorism or limiting the harm such acts might otherwise cause." U. S. Security Associates, Inc. is also proud to have been the first uniformed security company to be Certified Nationwide ISO 9001:2008. To learn more about ISO and what the certification means you can visit the ISO website at www.ISO.org.

We have established ourselves as a continually improving company, and have proven this fact through our client satisfaction, retention and growth. We enjoy financial strength, management expertise, and the professional experience gained over decades in the security industry. U. S. Security Associates would now like the opportunity to provide the Town of Lake Park with our knowledge, experience and professional delivery system.

Please review the enclosed proposal. To learn more about U. S. Security Associates, Inc. you can visit us at our website www.USSECURITYASSOCIATES.com. Should you have any questions, please feel free to contact me at any time. For your convenience, my cell phone number is (561) 214-3836 and my e-mail is jmckeogh@ussecurtyassociates.com.

Respectfully,

Joseph P. McKeogh
Branch Manager

U.S. SECURITY ASSOCIATES, INC.- WEST PALM BEACH
1750 NORTH FLORIDA MANGO RD • SUITE 301 • WEST PALM BEACH, FLORIDA 33409
TELEPHONE 561.689.2133 • FAX 561.689.2977 jmckeogh@ussecurtyassociates.com

TOWN OF LAKE PARK
HARBOR MARINA

1

**BID CERTIFICATION
BID FORM
COI, LICENSES, W9**

2

REFERENCES

3

**DRUG FREE WORKPLACE,
ANTI-KICKBACK, NON-
COLLUSION**

4

**NON-SEGREGATED
FACILITIES, PUBLIC ETHICS
CRIMES,
ORGANIZATION CHART**

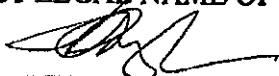
5

**FINANCIAL INFORMATION,
LITIGATION STATEMENT**

BIDDER'S CERTIFICATION

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

CORRECT LEGAL NAME OF BIDDER: **U.S. Security Associates, Inc.**



(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)
TITLE: **Branch Manager-West Palm Beach-141**

Joseph P. McKeogh

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

1750 North Florida Mango Road, Suite 301

West Palm Beach, Florida 33409

PHONE NO: **(561) 689-2133, Cell Phone: (561) 214-3836**

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: **22-3262806**

BID FORM

Billing Rate
To Town
(\$/hour)

Marina Guard

\$12.86 Straight time

\$19.29 Overtime/Holiday

\$37,448.00 Estimated Annual Billing

Special Event Guard

\$19.00 Straight time

\$19.00 Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP


By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Social Security Number (OR) Taxpayer Identification Number: 22-3262806

CORPORATION

By:  / _____
(Signature) (Print name) Joseph P. McKeogh

Address: 1750 North Florida Mango Road, Suite 301
West Palm Beach, Florida 33409

Telephone: (561) 689-2133 Fax: (561) 689-2977

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER
DIVISION OF LICENSING**

ISSUE DATE: 03/18/11

LICENSE NO. BB2500022

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING JULY 27, 2014

SECURITY AGENCY BRANCH OFFICE

U.S. SECURITY ASSOCIATES, INC.
(WEST PALM BCH)
1750 N. FLORIDA MANGO ROAD
SUITE 301
WEST PALM BEACH, FL 33409



A handwritten signature in black ink, appearing to read 'Adam H. Putnam', is written over a horizontal line.

**ADAM H. PUTNAM
COMMISSIONER**

Public Access System

U.S. SECURITY ASSOCIATES, INC. (WEST PALM BCH)

License Number	Expires	Status
BB2500022	07/27/2014	LICENSE ISSUED

Physical Address

1750 N. FLORIDA MANGO ROAD
SUITE 301
WEST PALM BEACH FL 33409
(561) 689-2133

Mailing Address

12695 AUTOMOBILE BLVD
CLEARWATER FL 33762

Principals

None

Companion License

None

[New Search](#)

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
US SECURITY ASSOCIATES, INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ - - Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
200 MANSSELL COURT, SUITE 500

City, state, and ZIP code
ROSWELL, GA 30076

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

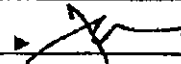
Employer identification number
22-3262806

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person 

Date ▶ **12/15/08**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



U.S. SECURITY ASSOCIATES®

U.S. Security Associates, Inc.

Charles R. Schneider, President and CEO
Kenneth W. Oringer, Executive Vice President
Michael Geisler, Vice President and CFO
Paul Lutz, Vice President and General Counsel
Mark L. Reed, Controller
Jon Dimalanta, Director Administration

Incorporated in Delaware 11/10/93

U.S. Security Associates, Inc. provides security guard services nationally to industry/manufacturing, healthcare facilities, government, office buildings/complexes, and others.

Credit Information:

Wells Fargo
Balance Confirmation Services
P.O. Box 40028
Roanoke, VA 24022
(540) 563-7323 phone
(704) 427-2477 fax
Account #2080000690124

Duns #82-561-6097

Federal ID #22-3262806

Trade References:

Quartermaster, Inc.
17600 Fabrica Way
Cerritos, CA 90703
Attn: Mary Sanchez, Acct. Mgr.
Telephone: (562) 304-7312
Fax: (562) 304-7337

Comdata Corporation
P.O. Box 100647
Atlanta, GA 30384-0647
Attn: Dave Disque Telephone:
(239) 947-3060

Lion Apparel 6450 Poe Avenue
Dayton, OH 45414 Attn: Kym
Stanuszek Telephone: (937)
415-2929

Staples, Inc.
500 Staples Dr.
Farmington, MA 01702
Attn: Valerie Strunk
Telephone: (800) 699-5812, ext. 3401:

Mark L. Reed
Controller July
11,2011

Taxpayer Identification Number: 22-3262806

State Under Which Corporation Was Chartered: Delaware, November 1993
(If a foreign corporation, the date the corporation was authorize to do business in the
Florida) February 23, 1994

Corporate President: Charles R. Schneider
(Print Name)

Corporate Secretary: Paul Lutz
(Print Name)

Corporate Treasurer: Michael Geisler
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s N/A

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

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: Joseph P. McKeogh, Branch Manager

Address: 1750 North Florida Mango Road, #301, West Palm Beach, Florida 33409

Telephone: (561) 689-2133

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

Name: Joseph P. McKeogh, Branch Manager

Address: 1750 North Florida Mango Road, #301, West Palm Beach, Florida 33409

Telephone: (561) 689-2133



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No Name History

Detail by Entity Name

Foreign Profit Corporation

U.S. SECURITY ASSOCIATES, INC.

Filing Information

Document Number F94000000907
FEI/EIN Number 223262806
Date Filed 02/23/1994
State DE
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 06/30/1998
Event Effective Date NONE

Principal Address

200 MANSELL CT E.
SUITE 500
ROSWELL GA 30076 US

Changed 03/10/1999

Mailing Address

200 MANSELL CT E
SUITE 500
ROSWELL GA 30076 US

Changed 02/13/1998

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title PD

SCHNEIDER, CHARLES R
200 MANSELL CT E SUITE 500
ROSWELL GA 30076

Title VD

ORINGER, KENNETH W
200 MANSELL CT E SUITE 500
ROSWELL GA 30076

Title D

TENBROEK, JIM
676 N MICHIGAN AVENUE
CHICAGO IL 60611

Title AC

REED, MARK L
200 MANSELL COURT, STE.500
ROSWELL GA 30076

Title AS

LUTZ, PAUL
200 MANSELL COURT, STE. 500
ROSWELL GA 30076

Title VP

GEISLER, MICHAEL J
200 MANSELL COURT, STE. 500
ROSWELL GA 30076

Annual Reports

Report Year Filed Date

2009	04/10/2009
2010	04/16/2010
2011	03/23/2011

Document Images

03/23/2011 -- ANNUAL REPORT	View image in PDF format
04/16/2010 -- ANNUAL REPORT	View image in PDF format
04/10/2009 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
05/05/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
05/06/2004 -- ANNUAL REPORT	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- ANNUAL REPORT	View image in PDF format
05/15/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
06/30/1998 -- Merger	View image in PDF format
02/13/1998 -- ANNUAL REPORT	View image in PDF format
05/12/1997 -- ANNUAL REPORT	View image in PDF format
04/16/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State



Local References

The following are current clients of U. S. Security Associates, Inc. in the West Palm area with similar security requirements. We encourage you to contact their representatives who have agreed to provide a reference on our services.

Fountains of Palm Beach

4615 B Fountains Dr.
Lake Worth, FL 33467
Contact: Debbie Poulette
Telephone: 561-964-3600
680 hours per week of service
Satisfied client since 2003



THE FOUNTAINS

Pine Tree

10706 St. Andrews Road
Boynton Beach, FL 33425
Contact: Bill Harris
Telephone: 561-738-5393
168 hours per week of service
Satisfied client since 2002



PINE TREE GOLF CLUB, INC.

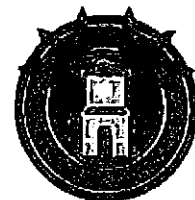
Black Diamond HOA

10261 Old Hammock Way
Wellington, FL 33414
Contact: Kirsten Alvarado
Manager
Telephone: 561-792-9381
168 hours per week of service
Satisfied client since 2010



Town of Lake Park

535 Park Avenue
Lake Park, FL 33403
Contact: Mike Pisano
Telephone: 561-881-3353
56 hours per week of service
Satisfied client since 2009



REFERENCES

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

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	 Date(s) Service Provided _____ to _____
	PHONE:
2.	 Date(s) Service Provided _____ to _____
	PHONE:
3.	 Date(s) Service Provided _____ to _____
	PHONE:
4.	 Date(s) Service Provided _____ to _____
	PHONE:
	FAX:

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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



Bidder's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am: Joseph P. McKeogh of U.S. Security Associates, Inc. the bidder that has submitted a proposal to perform work for the following project: :

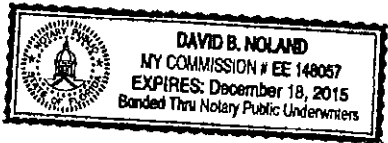
Bid #: 102-2012 Bid Name: Town of Lake Park Marina

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

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 30 day of JANUARY, 2012 by Joseph McKeogh, who is personally known to me or who has produced PERSONALLY KNOWN as identification.

SEAL:



Notary Signature: [Signature]
Notary Name: DAVID B. NOLAND
Notary Public-State of Florida
My Commission #: EE 148057
Expires on: 12-18-15

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

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

(1) He/she is J. McKeogh of U.S. Security Associates, Inc., the Bidder that has submitted a proposal to perform work for the following: Security Services

Bid #: 102-2012 Bid Name: Town of Lake Park Harbor Marina

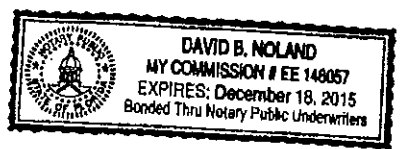
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,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

J. McKeogh
Signature

Subscribed and sworn to (or affirmed) before me this 30 day of JANUARY 2012 by JOSEPH McKEOGH, who is personally known to me or who has produced PERSONALLY KNOWN as identification.

SEAL:

Notary Signature: David B. Noland
Notary Name: DAVID B. NOLAND
Notary Public-State of Florida
My Commission #: BE 148057
Expires on: 12-18-15



CERTIFICATION OF NON-SEGREGATED FACILITIES

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

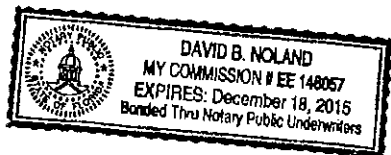
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

US Security Associates, Inc.
1750 North Florida Mangrove Rd. #301
West Palm Beach, Florida 33409

[Signature]
Signature
Joseph P. McKee, H. Brandon Moore
Name and Title
1/30/12
Date

SEAL:



Notary Signature: [Signature]
Notary Name: DAVID B. NOLAND
Notary Public-State of Florida
My Commission #: EE 148057
Expires on: 12-18-15

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

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

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

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

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

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

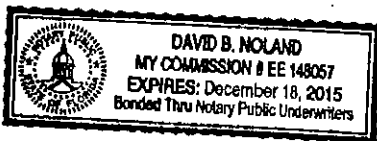


(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 30 day of JANUARY 2012, by JOSEPH McKEOUGH as BRANCH MANAGER of U.S. SECURITY ASSOCIATES, INC., who is personally known to me or has produced PERSONALLY KNOWN as identification.

SEAL:



Notary Signature: *David B. Noland*
Notary Name DAVID B. NOLAND



U.S. SECURITY ASSOCIATES, INC.[®]

April 4, 2013

Mr. James C. Hart, Marina Director
Lake Park Harbor Marina
105 Lakeshore Drive
Lake Park, Florida 33403

Dear Mr. Hart,

It has been an honor for U.S. Security Associates, Inc. to provide Lake Park Harbor Marina with its security.

We are requesting a renewal of the current contract for two (2) one (1) periods under the same terms and conditions as the current contract.

If you have any questions, please don't hesitate to contact me. For your convenience, my cell phone number is (561) 214-3836 and my e-mail is jmckeogh@ussecurityassociates.com.

Respectfully,

Joe McKeogh

Joseph P. McKeogh
Business Development Manager
U.S. Security Associates, Inc.
1750 N. Florida Mango Road, Suite 301
West Palm Beach, Florida 33409

Board Membership

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 6*

Agenda Title: Board Membership Re-Appointment for the Planning and Zoning Board

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

- CONSENT AGENDA
- OLD BUSINESS

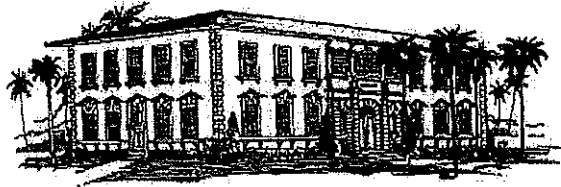
Approved by Town Manager *[Signature]* **Date:** *4/3/13*

Shari Canada, Deputy Town Clerk
 Name/Title _____

Originating Department: Town Clerk	Costs: \$ <i>- 0 -</i> Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments:
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. <i>[Signature]</i> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Board Members Natalie Schneider and Anthony Bontrager's memberships on the Planning and Zoning Board will expire May 1, 2013. Natalie Schneider has expressed her interest in being re-appointed to the Planning and Zoning Board. Her application is attached for your consideration. Anthony Bontrager is not seeking re-appointment to the Planning and Zoning Board. The ballot for the re-appointment of Natalie Schneider is attached.

Recommended Motion: To re-appoint one (1) regular member to the Planning and Zoning Board.



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

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

Town of Lake Park Town Clerk's Office

Please print the following information:

JUN 17 2011

Name: Schneider Natalie Last First Middle RECEIVED

Address: 632 Park Ave., Lake Park FL 33403

Telephone: home 561-848-1538 work 561-682-2545 cell 561-317-0889

E-Mail Address nschneider1899@gmail.com

- Are you a resident of Lake Park Yes No
Are you a non-resident business owner in Lake Park
Are you a registered voter (Response to this question is not mandatory)
Do you currently serve on a Town Board or Committee

If so, which one(s):

Have you been convicted of a crime Yes No

If so, when? where?

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

Table with 4 columns: Choice #, Board, Choice #, Board. Includes options like Code Compliance, CRA Board, Harbor Marina Advisory Board, Construction Board of Adjustments & Appeals, Tree Board, Planning & Zoning/Historic Preservation Board, Library Board.

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

Your Name: Natalie Schneider

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

My planning and environmental background lends itself strongly to membership on the Planning and Zoning Board while my public and private experience will give my deliberations a balance that Lake Park could benefit from.

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)

Highest achieved: Master of Arts in Marine Policy, University of Rhode Island, AICP Certification since 2006.

What is/was your profession or occupation: Water Resources Manager/Planner

How long: 5 (Professional Planner for 13 years)

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: 13 years as a professional planner, 15 years

planning work for Town of Lake Park, facilitation/consensus-building/
budget planning

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: planning & executing team building

activities, process development in planning departments, economic development work on a regional basis

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

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

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

Signature: Natalie B. Schneider

Date: 6-14-11

NATALIE R. SCHNEIDER

632 Park Avenue, Lake Park, FL 33403 • 561-317-0889 • nschneider1899@gmail.com

Experienced manager in the water resources and planning professions with 13 years progressively more challenging assignments. Excellent interpersonal and organizational skills with the ability to quickly resolve conflicts, generate solutions, and develop long-term program strategies. Known for working cross-functionally with others, prioritizing and establishing high personal performance standards with strong loyalty to agency goals.

PROFESSIONAL EXPERIENCE

Highlights

January 2011 - Present

- Water Shortage Team Leader coordinating utility reporting and directing South Florida Water Management District (District) staff interactions.
- Appointed State Emergency Operations Center (EOC) Liaison – the conduit of information and guidance between the State Operational Center and District during emergency events.
- Serve on District committee to develop core curriculum for District Project Managers.
- District FAST Team Advisor to facilitate process mapping and strategic development.
- Served on Evaluation Board for Florida Atlantic University, School of Urban and Regional Planning, Planning Project class for final project and presentation.
- Developed process maps using Visio for private firm application.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Water Supply Implementation, Section Leader

December 2009 - Present

- Management and direction of 10 staff members in alternative water supply implementation (conservation, reuse of reclaimed water, and sources other than traditional) to foster interdepartmental and agency relationships, develop a water use efficiency ethic, engender public awareness, and provide technical assistance.
- Administration of grant programs totaling \$3 million for FY2011 and \$1.8 million in FY2010.

Intergovernmental Programs, Lead Planner

October 2008 – November 2009

- Analyzed growth management policies in Palm Beach, Broward, Miami-Dade, and Monroe Counties.
- Coordinated interdepartmental and contractor review for growth management policy paper.
- Generated position papers on mining and inland port effects on District programs and operations.
- Managed and co-authored report on utility water demand during the 2007-2009 water shortage events.

Water Supply Implementation, Senior Planner

July 2007 – September 2008

- Managed collaborative process and creation of the Comprehensive Water Conservation Plan – the water conservation program for the District.
- Project Manager for 18 grants totaling \$747,600.
- Assistant Team Leader for Water Shortage variances and Lake Istokpoga water delivery.

Stormwater Management Division, Senior Planner

April 2006 – July 2007

- Managed Miami-Dade, Polk and Broward counties FEMA Map Modernization Management Support grant and deliverables.
- Coordinated with Martin/St. Lucie Counties Service Center on preliminary work for TMDL Basin Area Management Plan.

NATALIE R. SCHNEIDER

CALVIN, GIORDANO & ASSOCIATES, INC.

August 2004 – April 2006

Senior Planner – Development Review and Comprehensive Planning

- Project manager and consultant in due diligence for land purchases. Coordinated among sub-consultants and agencies to develop Master Development Site Plans.
- Served as Town of Lake Park Interim Community Development Director supervising staff of four.
- Prepared proposals, performed research, and developed Evaluation and Appraisal Report for Town of Lake Park.

OFFICE OF PLANNING, CITY OF HOLLYWOOD

2003 - August 2004

Principal Planner – Strategic and Comprehensive Planning

- Coordinated and supervised review of applications for Planning Boards.
- Administered, coordinated, and implemented planning activities of subordinate personnel.
- Managed contractor in development of zoning code update.
- Represented the City at City Commission, Planning Board and intergovernmental meetings.
- Researched and analyzed projects for City Manager increasing City revenues.

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

2002 - 2003

Senior Planner – Economic Development and Coastal Resources

- Project Manager for the implementation of an intergovernmental regional economic forecasting.
- Project Manager for the Florida Keys Carrying Capacity Impact Analysis Model. Responsible for running the model and interpreting results. Member of implementation workgroup.
- Chair, Comprehensive Plan and Land Development Regulations Committee, Marine Industries Association of South Florida. Coordination of group to implement the Marine Master Plan.
- Administered the Council's Federal EDA grant.
- Moderator and speaker for several economic development forums.

COMMUNITY PLANNING DIVISION, CITY OF HOLLYWOOD

1999 - 2002

Principal Planner

2001 - 2002

- Supervised staff of four planners working on zoning and land development issues.
- Liaison to municipal boards, city departments, and the public regarding land development regulations.
- Coordinator for City-Wide Master Plan; inception, adoption and implementation.

Associate Planner – Current and Comprehensive Planning

1999 - 2001

- Reviewed building permits, site plans, development proposals, provided written and oral reports to municipal boards.
- Researched, authored and edited City-Wide Master Plan and subsequent How-to Manual.

CERTIFICATIONS & MEMBERSHIPS

Palm Beach Planning Congress – member

2009 - present

American Institute of Certified Planners (AICP) – certification

2007 - present

American Planning Association – National and State Chapters - member

1999 - present

EDUCATION

M.A. Marine Policy, University of Rhode Island

1998

B.A. Marine Policy, University of Miami

1993

REFERENCES - Available upon request

NATALIE R. SCHNEIDER

CALVIN, GIORDANO & ASSOCIATES, INC.

August 2004 – April 2006

Senior Planner – Development Review and Comprehensive Planning

- Project manager and consultant in due diligence for land purchases. Coordinated among sub-consultants and agencies to develop Master Development Site Plans.
- Served as Town of Lake Park Interim Community Development Director supervising staff of four.
- Prepared proposals, performed research, and developed Evaluation and Appraisal Report for Town of Lake Park.

OFFICE OF PLANNING, CITY OF HOLLYWOOD

2003 - August 2004

Principal Planner – Strategic and Comprehensive Planning

- Coordinated and supervised review of applications for Planning Boards.
- Administered, coordinated, and implemented planning activities of subordinate personnel.
- Managed contractor in development of zoning code update.
- Represented the City at City Commission, Planning Board and intergovernmental meetings.
- Researched and analyzed projects for City Manager increasing City revenues.

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

2002 - 2003

Senior Planner – Economic Development and Coastal Resources

- Project Manager for the implementation of an intergovernmental regional economic forecasting.
- Project Manager for the Florida Keys Carrying Capacity Impact Analysis Model. Responsible for running the model and interpreting results. Member of implementation workgroup.
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CERTIFICATIONS & MEMBERSHIPS

Palm Beach Planning Congress – member

2009 - present

American Institute of Certified Planners (AICP) – certification

2007 - present

American Planning Association – National and State Chapters - member

1999 - present

EDUCATION

M.A. Marine Policy, University of Rhode Island

1998

B.A. Marine Policy, University of Miami

1993

REFERENCES - Available upon request

BALLOT

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING AND ZONING BOARD WITH TWO ALTERNATES. WE HAVE ONE APPLICANT FOR RE-APPOINTMENT TO THIS BOARD AS A REGULAR MEMBER.

Regular Member

Yes

No

Natalie Schneider

Ordinance
on
Second
Reading

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 3, 2013

Agenda Item No. *Tab 7*

Agenda Title: An Ordinance Amending the Town Charter Dealing with the Filling of Vacancies on the Town Commission

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 2 READING
- NEW BUSINESS: RESOLUTION
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION

Approved by Town Manager *DSS* Date: *3/20/13*

DALE S. SUBERMAN / TOWN MANAGER
Name/Title

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

Summary Explanation/Background:

At a prior Town Commission meeting, then Commissioner Longtin asked that the newly seated Commission consider taking up a discussion concerning changing the Town Charter dealing with the filling of vacancies on the Town Commission. A copy of the draft ordinance is attached for purposes of discussion.

Recommended Motion:

None needed as this is a discussion item only.

ORDINANCE NO. 05-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4 ENTITLED "FILLING OF VACANCY ON COMMISSION"; 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 is a duly constituted municipality having the power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to Elective Officers; and

WHEREAS, both Section 166.021(4) and Section 166.031, Fla. Stat. (2007), set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, and which charters have not been subsequently readopted; and

WHEREAS, pursuant to the provisions of Section 166.021(4), Fla. Stat. (2007), amendments to municipal charter provisions which were adopted prior to July 1, 1973, such as the Town's Charter, may be made by ordinance if the proposed changes do not affect the basic organizational and administrative structure of the municipal government, and if the proposed changes do not fall within any of the statutorily excluded areas which expressly require a referendum in order to adopt the proposed charter amendment; and

WHEREAS, the Town Attorney has reviewed the Charter and has determined that the Commission's proposed amendment of Article IV, Section 4 of the Town Charter would not fall within any of the statutorily excluded areas which would require a referendum before amending the Charter; and

WHEREAS, the Town Attorney has reviewed the Charter and has determined that the Commission's proposed Charter amendment would not fundamentally alter the basic organizational and administrative structure of the Town's government.

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

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

Section 2. The municipal Charter for the Town of Lake Park, Article IV, Section 4, entitled "Filling of Vacancy on Commission" is hereby amended to read as follows:

Section 4. - Filling of vacancy ~~on commission~~ in the Office of Commissioner or Mayor.

In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy ~~for that Office on the Town Commission~~ shall exist. If such vacancy exists in the Office of Commissioner, it shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission. The individual appointed by the Commission shall serve until a Commissioner is elected to fill the unexpired term. The election to fill the vacancy shall be held at the next election for that office scheduled municipal, state or federal primary or general election, whichever occurs first. The election to fill the vacancy on the Commission shall be held within sixty (60) calendar days after the date of the death, disability, resignation, removal of the Mayor or Commissioner, or the change of legal residency of a Commissioner or the Mayor to a location outside the corporate limits of the Town, unless a general election of the Town of Lake Park is to be held within ninety (90) calendar days thereafter, whereupon such election may be combined with the general election. If a vacancy in the Office of the Mayor exists, then an election shall be held to fill the vacancy in the Office of the Mayor for the remainder of the unexpired term. An election to fill the unexpired term shall be held at the next scheduled municipal, state or federal primary or general election, whichever occurs first.

(Ord. No. 02-2009, § 2, 2-4-2009; Ord. No. 01-2010, § 2, 1-20-2010)

State law reference—Mandate to provide for filling of vacancies on commission, F.S. § 166.031(b).

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of

this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

Palm Beach Post, The

04/07/2013

Miscellaneous Notices

LEGAL NOTICE
OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, April 17, 2013 at 7:00 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE NO. 05-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4 ENTITLED "FILLING OF VACANCY ON COMMISSION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida

PUB: The Palm Beach Post 4-7/2013 #73611

NEW BUSINESS

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 8*

Agenda Title: American Red Cross Community Courage Awards

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

Approved by Town Manager *[Signature]* Date: *4/1/13*

Vivian Mendez, Town Clerk
Name/Title

Originating Department: Commissioner Rapoza	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Memorandum from the American Red Cross Community Courage Awards Nomination Form
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>VM</i></u> Please initial one.

Summary Explanation/Background: The American Red Cross hosts the Community Courage Awards each year. They are asking the public to nominate “everyday heroes” who have gone above and beyond the scope of his or her job or personal responsibility to save a life or help someone in critical need within the nine (9) categories, that are listed on the attached nomination form.

Commissioner Rapoza requested that this item be considered by the Commission to collectively make a nomination for the American Red Cross Community Courage Awards. The Community Courage Award will be presented at a luncheon to be held on June 19, 2013 at the Kravis Center in West Palm Beach. The nomination deadline is April 29, 2013.

Recommended Motion:



COMMUNITY
COURAGE
AWARDS
Ordinary People Extraordinary Courage

825 Fern Street
West Palm Beach, FL 33401
www.redcross.org

Town Of Lake Park
Town Clerk's Office

MAR 20 2013

RECEIVED

All
Received.

MEMO

To: Public Officials and Community Representatives in Palm Beach, Martin, Indian River, St. Lucie, and Okeechobee Counties

From: American Red Cross Palm Beaches-Treasure Coast Region

Subject: Community Courage Awards

Date: March 18, 2013

Each year the American Red Cross hosts the Community Courage Awards. We ask the public to nominate "everyday heroes" - ordinary people who have gone above and beyond the scope of his or her job or personal responsibility to save a life or help someone in critical need. We are asking for your help in identifying these very special "Heroes." **Please see the 9 categories listed on the attached nomination form.**

Our selection committee, compiled of local media and community leaders, will choose one winner in each category who will be honored and presented with their award at our Community Courage Awards Luncheon to be held on June 19th at the Kravis Center in West Palm Beach. WPBF 25 News is once again serving as our Presenting Sponsor.

Please take the time to read through the nomination form and the requirements for qualification. Be sure to include as much detail as possible about the nominee's heroic actions. You may either send us your completed form by mail, fax, or email. **The deadline for nominations is April 29, 2013.**

Mail: Alison Freeman: 825 Fern Street, West Palm Beach FL 33401
Fax: 561.650.9139
Email: Alison.Freeman@redcross.org

For more information, please contact Alison Freeman via phone or email indicated above.

DO YOU KNOW A REAL HERO?



C O M M U N I T Y
COURAGE
A W A R D S
Ordinary People * Extraordinary Courage

June 19, 2013

A LOCAL HERO IS:

Someone living in Palm Beach, Martin, Indian River, St. Lucie or Okeechobee counties who have performed a heroic act between 5/1/2012-4/25/2013 in one of the following categories:

CATEGORIES:

Fire Rescue, Law Enforcement, Medical, Good Samaritan Adult, Good Samaritan Youth, Military, Animal Rescue, Educator and Marine Rescue

****ALL NOMINATIONS MUST BE IN BY APRIL 29, 2013****

Nominator Name: _____

Nominator contact information: _____

Nominee Name: _____

Category: _____

Address: _____ Email _____

City: _____ St: _____ Zip: _____ Phone: _____

Heroic Act:

Please submit additional sheets to describe your hero's actions and provide as much detail as possible.

Submit nominations to Alison Freeman at Alison.Freeman@redcross.org or by mail:
American Red Cross: 825 Fern Street, West Palm Beach, FL 33401 by April 29, 2013

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 4/17/2013

Agenda Item No. *Tab 9*

Agenda Title: MID-YEAR BUDGET REVIEW AND ADJUSTMENTS

- | | | | |
|-------------------------------------|-----------------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input type="checkbox"/> | PUBLIC HEARING ORDINANCE ON _____ | | READING |
| <input checked="" type="checkbox"/> | NEW BUSINESS: RESOLUTION | <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION |
| <input type="checkbox"/> | OTHER: _____ | | |

Approved by Town Manager *[Signature]* Date: 4/3/13

Blake K. Rane, Finance Director *[Signature]*
Name/Title

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: See Attachment A Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ___BKR___	Attachments: Resolution, Mid-year Budget Adjustment Itemization (Attachment "A"), and Narrative
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 _BKR_ Please initial one.

Summary Explanation/Background:

There is attached a narrative and a schedule (Attachment "A") that lists the significant items that need to be adjusted for the Town of Lake Park 2012-13 Budget.

Recommended Motion:

It is recommended that the Town Commission approve the attached resolution.

RESOLUTION NO. 09-04-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2012-2013 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 25-09-12; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2012 and ending September 30, 2013; 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. 28-09-12 a final millage rate for the Fiscal Year 2012-2013; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2012-2013, which was adopted by Resolution No. 25-09-12.

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

Section 1. An amended final budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Mid-Year Budget Adjustment Itemization (Attachment "A").

Section 2. 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 3. If any section, subsection, sentence, clause, phase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This resolution shall take effect immediately upon adoption.

Mid-Year Budget Adjustment Itemization

April 17, 2013

ATTACHMENT "A"

General Fund

	Proposed Change	Totals
Revenue		
Total General Fund Budgeted Revenue		\$ 8,261,402
Rent - at Cell Tower (Metro PCS) 001-362.122	\$ (10,200)	
Reimbursement - PBSO Fuel 001-380.302	(85,000)	
Total Revenue Changes	<u>\$ (95,200)</u>	(95,200)
Adjusted General Fund Budgeted Revenue		<u>\$ 8,166,202</u>

Expenses

Total General Fund Budgeted Expense		\$ 8,261,402
PBSO - Fuel 001-52-521-200-52100	\$ (80,000)	
Contributions - Retired Police Officer F 001-51-589-900-91601	(26,242)	
Transfer to Fund Balance 001-51-589-900-99907	11,042	
Total Expense Changes	<u>\$ (95,200)</u>	(95,200)
Adjusted General Fund Budgeted Expenses		<u>\$ 8,166,202</u>

Marina Fund

	Proposed Change	Totals
Revenue		
Total Marina Fund Budgeted Revenue		\$ 2,007,828
Wet Slips 401-347.512	\$ (289,000)	
Gasoline Sales 401-369.200	(45,000)	
Diesel Sales 401-369.201	(39,975)	
Total Revenue Changes	<u>\$ (373,975)</u>	(373,975)
Adjusted Marina Fund Budgeted Revenue		<u>\$ 1,633,853</u>

Expenses

Total Marina Fund Budgeted Expense		\$ 2,007,828
Repairs - Construction Deficiency 401-57-579-800-46050	\$ 35,000	
Promotional Activities 401-57-579-800-48000	4,500	
Promotional - Sunset Celebration 401-57-579-800-48045	2,500	
Advertising 401-57-579-800-48100	7,000	
Gasoline 401-57-579-800-52110	(24,150)	
Diesel 401-57-579-800-52120	(26,192)	
Transfer to Fund Balance 401-57-579-800-99907	(372,633)	
Total Expense Changes	<u>\$ (373,975)</u>	(373,975)
Adjusted Marina Fund Budgeted Expenses		<u>\$ 1,633,853</u>

Mid-Year Budget Narrative

The Mid-Year Budget adjustment is intended to keep the Commission informed of significant changes that have occurred or likely are to occur in the current fiscal year.

The following has been accomplished in order to facilitate the Mid-Year Budget review:

- a. Monthly Financial Reports have been prepared and distributed to each Department Director;
- b. Detailed analysis has been conducted of each fund and each department within those funds;
- c. Meetings have been held with the Finance Director and Department Directors to discuss the year to date ("YTD") results and the level of funding required for remainder of the fiscal year; and
- d. The Town Manager and the Finance Director have met and reviewed the findings of the budget review process.

Limited, but significant adjustments are needed to be made to the Fiscal Year 2012/13 Budget for two funds: the General, and the Marina Fund. Such adjustments are discussed below and outlined numerically on the attached Mid-Year Budget Adjustment Itemization.

GENERAL FUND

In the General Fund, two revenue lines have changed significantly in the past few months. (1) At budget time, the Town expected to rent a location near the cell tower at Public Works to Metro PCS; however, that agreement did not go forward; and (2) In the past the Palm Beach County Sheriff Office ("PBSO") deputies refueled at the Public Works tanks; however, that policy has changed and the Town is no longer providing that service. Note that the reduction in revenue is balanced by a reduction in expense.

Three expense items have changed significantly. (1) The above mentioned change in fuel purchases; (2) The estimate of expense for the Retired Police Officer Pension is reduced, due to a miscommunication between the Town and the Pension Fund Administrator, and (3) The net of these two changes increases the Transfer to Fund Balance which keeps the budget in balance.

MARINA FUND

In the Marina Fund three revenue lines have changed significantly in the past few months. The staff has revised the estimates for: (1) Wet Slip Rentals; (2) Gasoline Sales; and (3) Diesel Sales.

Six expense items have changed significantly. The staff has revised the estimates for: (1) Repairs to the sea-wall; (2) Additional promotional activities has been planned, including a booth at the Palm Beach Boat Show; (3) Increased emphasis on the monthly Sunset Celebration; (4) Advertizing to encourage occupancy; (5) The above mentioned change in fuel purchases for both gasoline and diesel; and (6) The net of these changes decreasing the Transfer to Fund Balance which keeps the budget in balance.

OTHER FUNDS

It has been determined that no adjustments are needed at this time in the following funds: Insurance, Streets and Roads, Stormwater, Sanitation, and the Community Redevelopment Agency ("CRA").

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 10*

Agenda Title: Authorizing the Mayor to Execute a Phase 2 Scope of Work Agreement with Simmons & White, Inc. for Professional Services Associated with Lake Park Harbor Marina Soil and Paver Brick Settlement Correction Methods at the Seawall.

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

Approved by Town Manager *DP* Date: *4/3/13*

Richard Pittman/Project Manager
Name/Title

Originating Department: Public Works	Costs: Not to Exceed \$35,500.00 Funding Source: Acct. # 800-46050 <input checked="" type="checkbox"/> Finance <i>DKR</i>	Attachments: Proposal from Simmons & White Photo
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>RP</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Town Commission is being asked to authorize the Mayor to execute an agreement with Simmons & White, Inc. for professional services associated with the methods of correction of the soil seepage that has led to the paver brick settlement problem at the Lake Park Harbor Marina.

Simmons & White is the Town's engineering consultant as approved by the Town Commission on February 02, 2011. Simmons & White has been tasked to lead a team of professionals to study the causes and extent of soil loss beneath the paver bricks and to suggest remediation options. The initial estimates of the actual remediation costs might be in the range of several hundred thousand

dollars and will require a public advertisement of the scope of work required for contractors to submit bids to accomplish the repairs.

The repair method recommendations require specialized professional consultant services beyond the expertise of Simmons & White. Simmons & White has selected three sub-consultants and the forensic investigation for remedial considerations has begun. Phase 1 involved assembly of sub-consultants, field observation of conditions exposed under the plywood walkway, research of sealant methods and materials, and review of seawall design and litigation documents. Phase 1 expenditures have totaled \$4,185.00.

Phase 2 consists of numerous tasks including further forensic investigations where a ground penetrating radar (GPR) contractor will be mobilized to report on sub-surface conditions and to quantify the extent of settlement not identified in the litigation documents. A marine contractor and/or soil remediation vendor may be called upon to demonstrate particular repair methods and materials. The consultant's tasks will continue with evaluation of remedial methods with sub-consultants, preparation of draft and final reports which will include options with estimated costs for remediation, remediation method recommendation, meeting with Commissioners on an individual basis if requested, and attendance at a Town Commission meeting. The tasks are itemized on an hourly basis not to exceed \$27,970.00.

Not included in the engineering services task estimates is the actual cost of using GPR services, estimated to be \$2,400 or less, and the actual cost of having a demonstration of potential materials and methodologies. A demonstration is thought to cost less than \$5,000. Both the GPR service and a demonstration of methods and material would be within the Town Manager's spending authority; however, staff felt it was best to disclose to the Town Commission the upper limit of costs associated with Phase 2 and therefore, this request is for the allocation of \$35,500.00 from the lawsuit settlement line item of the Marina Fund budget.

The final step in Phase 2 is presentation of the final report to the Town Commission. The Commission would be asked to vote on an option and authorize proceeding to Phase 3: preparation of bid documents, advertising, and receiving bids. Phase 4 would be the construction phase which would include construction site inspection services.

Estimated Costs Thru Phase 2:	
Phase 1:	\$ 4,185.00
Phase 2:	\$27,970.00
GPR	\$ 2,400.00
Demonstration:	<u>\$ 5,000.00</u>
TOTAL	\$39,555.00

These costs correspond to a reasonable percentage of the anticipated remediation project cost.

Recommended Motion: Authorize the Mayor to execute the attached Phase 2 Scope of Services agreement between the Town of Lake Park and Simmons & White, Incorporated.



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

February 27, 2013
Revised 03/19/2013
Revised 03/27/2013

Attention: Mr. Dale Sugerman, Ph.D.
Town Manager

Reference: Town of Lake Park Marina

Dear Mr. Sugerman:

We are pleased to submit the following proposal for professional services in connection with Phase 2 of the seawall repair alternatives at the Town of Lake Park Marina. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Lake Park, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

Phase 2 Scope of Services

The Consultant will perform the following:

1. Determine if use of ground penetrating radar (GPR)* is a viable alternative. If viable, coordinate GPR survey to be performed and data evaluated.
2. Coordinate with Ardaman & Associates, Al Gargiulo, P.E., Vance Construction, and ground penetrating radar company to prepare options for remediation of the soil seepage problem and restoration of soils and paver brick walkway.
3. Determine if on-site demonstration of one or more options is worthwhile.*

* Demonstration of work, if recommended, will be paid by separate Purchase Order to vendor/sub-consultant.

_____ Int.

Mr. Dale Sugerman, Ph.D.
March 19, 2013 – Page 2
Revised 03/19/2013
Revised 03/27/2013

Phase 2 Scope of Services (Continued)

4. Prepare draft engineering summary report to include:
 - Appendices including field reports from Phase 1 and any data or report generated from ground penetrating radar, survey, photos. Field report from findings of on-site demonstration.
 - Options for remediation and engineer's cost estimate associated with each option. Al Garguilo, P.E. and Vance Construction will assist with cost estimates.
 - Anticipated future maintenance associated with each option.
 - Recommendation for remediation.
5. Submit draft report to Town staff for comments (one hard copy original, one digitized copy).
6. Meet with Town staff if needed to go over comments.
7. Incorporate comments and prepare and submit final report (seven hard copy originals, one digitized copy). Town will arrange for additional printings of final report for distribution.
8. Provide additional services of one-on-one meeting with each Commissioner in advance of Commission meeting if requested.
9. Attend Town of Lake Park Commission Meeting(s) as requested.

Items to be Furnished by the Client
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

_____ Int.

Mr. Dale Sugerman, Ph.D.
March 19, 2013 – Page 3
Revised 03/19/213
Revised 03/27/2013

Time of Performance

The Scope of Services will be completed within 75 days of receipt of authorization from the Town in the form of a Town purchase order and signed contract.

Fees to be Paid

The Consultant shall be paid the following hourly “not to exceed” fees for the following Items in the Scope of Services:

Item 1: Coordination with GPR* and analysis:	
Principal <u>6</u> hr. @ \$ <u>160.00</u>	\$ <u>960.00</u>
Field Technician <u>10</u> hr. @ \$ <u>100.00</u>	\$ <u>1,000.00</u>
Engineer <u>6</u> hr. @ \$ <u>135.00</u>	\$ <u>810.00</u>
Sr. CAD Technician <u>16</u> hr. @ \$ <u>100.00</u>	\$ <u>1,600.00</u>
Item 2: Coordination with sub-consultants**:	
Principal <u>32</u> hr. @ \$ <u>160.00</u>	\$ <u>5,120.00</u>
**Ardaman & Associates <u>12</u> hr. @ \$ <u>160.00</u>	\$ <u>1,920.00</u>
**Al Gargiulo <u>12</u> hr. @ \$ <u>175.00</u>	\$ <u>2,100.00</u>
**Vance Construction <u>12</u> hr. @ \$ <u>100.00</u>	\$ <u>1,200.00</u>
Secretarial <u>4</u> hr. @ \$ <u>50.00</u>	\$ <u>200.00</u>
Item 3: On-site demonstration: Coordination with sub-consultants**	
Principal <u>8</u> hr. @ \$ <u>160.00</u>	\$ <u>1,280.00</u>
**Ardaman <u>8</u> hr. @ \$ <u>160.00</u>	\$ <u>1,280.00</u>
**Al Gargiulo <u>8</u> hr. @ \$ <u>175.00</u>	\$ <u>1,400.00</u>
Item 4: Prepare draft engineering summary report:	
Principal <u>16</u> hr. @ \$ <u>160.00</u>	\$ <u>2,560.00</u>
**Al Gargiulo <u>2</u> hr. @ \$ <u>175.00</u>	\$ <u>350.00</u>
**Vance Construction <u>4</u> hr. @ \$ <u>100.00</u>	\$ <u>400.00</u>
Engineer <u>2</u> hr. @ \$ <u>135.00</u>	\$ <u>270.00</u>
Secretarial <u>2</u> hr. @ \$ <u>50.00</u>	\$ <u>100.00</u>

_____ Int.

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Fees to be Paid (Continued)

Items 5, 6, 7, 8: Submit draft report, meet with staff & commissioners, revise with comments, final report

Principal <u>24</u> hr. @ \$ <u>160.00</u>	\$ <u>3,840.00</u>
Engineer <u>2</u> hr. @ \$ <u>135.00</u>	\$ <u>270.00</u>
Secretarial <u>2</u> hr. @ \$ <u>50.00</u>	\$ <u>100.00</u>

Item 9: Attend Town Commission meeting(s)

Principal <u>6</u> hr. @ \$ <u>160.00</u>	\$ <u>960.00</u>
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Direct Expenses: Not to exceed	\$ <u>250.00</u>
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TOTAL NOT TO EXCEED	\$<u>27,970.00</u>
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For hourly “not to exceed” Items 1 through 9, the Consultant shall be paid an hourly rate of \$160 for Principal, \$135 for Engineer, \$100 for Field Technician, \$100 for Sr. CAD Technician, \$50 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including automobile travel, printing, reproduction, postage and courier and will not exceed \$250.00.

* Separate Town P.O. to be issued by Town directly to Vendor.

** The Consultant will not charge any mark-up on sub-consultant’s time.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Monthly invoices will itemize task(s) performed, hours spent and participant(s) in accordance with the Phase 2 Scope of Services above. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney’s fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant’s normal hourly billing rates, of the time devoted to such proceeding by its employees.

_____ Int.

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Revised 03/27/2013

Termination

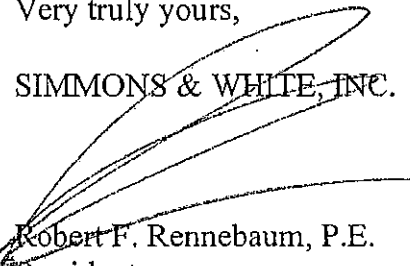
This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under "Items to be Furnished by the Client," returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. (By his signature, the Client certifies that he has sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.


Robert F. Rennebaum, P.E.
President

TOWN OF LAKE PARK, FLORIDA

By: _____
James DuBois, Mayor

ATTEST:

Vivian Mendez, Town Clerk

(SEAL)



TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 17, 2013

Agenda Item No. *Tab 11*

Agenda Title: Discussion About the Pending Site Plan for the Palm Beach County Scrub Area

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

Approved by Town Manager *DSS* Date: *3/28/13*

DALE S. SUGERMAN / TOWN MANAGER
Name/Title

Originating Department: Commissioner Michael O'Rourke	Costs: \$ 0.00 Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">NONE</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At the March 20, 2013 Town Commission meeting Commissioner O'Rourke asked that a future agenda have the topic of the pending site plan approval for the Palm Beach County Scrub Area Nature Center and parking lot placed on it for further discussion by the Town Commission.

Recommended Motion:

None, as this is just a topic for discussion.