



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 5, 2012,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez Lemley, 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**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PRESENTATION:**

1. **Discussion on the Feasibility of Partnering with the Burt Reynolds Institute for Film and Theater (BRIFT) in the Offering of Classes and the Presenting of Showcases to the Public.** Tab 1
2. **Presentation by Howard Foster of S&H Foster's, Inc. Requesting that the Town Commission Consider Modifying the Town Code, Section 6-5 Hours of Sale, to Allow Liquor Sales beyond 2 a.m.** Tab 2

G. PUBLIC and OTHER 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.

H. 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.

Recommended For Approval:

- | | |
|---|-------|
| 3. Regular Commission Meeting Minutes of August 15, 2012 | Tab 3 |
| 4. Approval of Final Payment to Cutcher and Associates, Inc in the Amount of \$5,810.00 for Prior Professional Services Provided in Support of Marina Litigation | Tab 4 |
| 5. Resolution No. 23-08-12 Florida Annual Library State Aid Grant | Tab 5 |
| 6. Authorizing the Mayor to Sign the FEMA Designation of Subgrantee's Agent Form | Tab 6 |
| 7. Award Bid 106-2012 Downtown Irrigation and Landscaping 7 th to 8 th Street to Chris Wayne and Associates (CWA) | Tab 7 |
| 8. Discussion Regarding the Advisability of Holding the Regularly Scheduled November 21 st Commission Meeting on the Night before the Thanksgiving Holiday | Tab 8 |

I. BOARD MEMBER APPOINTMENT:

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|------------------------------|-------|
| 9. Planning and Zoning Board | Tab 9 |
|------------------------------|-------|

J. DISCUSSION AND POSSIBLE ACTION:

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|--|--------|
| 10. Authorizing the Mayor to Execute the 8 th Addendum to the Law Enforcement Services Agreement with Palm Beach Sheriff's Office (PBSO) Beginning October 1, 2012 through September 30, 2013 | Tab 10 |
| 11. Authorize the Mayor to Sign a Service Agreement with J.E.S. Production and Design for Event Management Services for the 2012 Park Avenue Seafood Festival | Tab 11 |
| 12. Selection of the Carrier/Plan for Employee Medical Insurance for FY 2013 | Tab 12 |
| 13. Discussion re: Modification to the Lake Park Harbor Marina Dockage Rate Schedule | Tab 13 |

K. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

L. ADJOURNMENT:

PRESENTATION

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 1*

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

SUBJECT: Discussion on the Feasibility of Partnering with the Burt Reynolds Institute for Film and Theater (BRIFT) in the Offering of Classes and the Presenting of Showcases to the Public.

RECOMMENDED MOTION/ACTION: Direct the town manager to make the necessary arrangements for the Town to partner with BRIFT.

Approved by Town Manager *DSS* **Date:** *8/20/12*
DALE S. SUGERMAN, TOWN MANAGER *8/20/12*
 Name/Title Date of Actual Submittal

Originating Department:	Costs: \$ 0.00 Funding Source: N/A Acct. # N/A	Attachments: Letter from Douglas Rill, Chairman of the Board- The Burt Reynolds Institute for Film and Theatre.
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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>DSS</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Burt Reynolds Institute for Film and Television (BRIFT) is currently located in a facility at 100 North Highway One in Jupiter, FL. They pay \$1.00 per year for the use of this space, as the Town of Jupiter sees their presence in the community as providing a much needed community service. Unfortunately, the space that they are currently using for their Institute and all of its activities is closing such that the building can be demolished as part of their Riverwalk improvements. BRIFT is looking for a temporary location to continue the fine work of their Institute until they can find more permanent quarters.

Their needs include:

- A small office.
- Classroom space.
- A stage.

BRIFT runs classes most evenings during the week, Saturday mornings, and sometime on Sundays. They would like to continue that same schedule should we be able to establish a partnership here in the Town of Lake Park.

It was Vice-Mayor Rumsey who put us in touch with the folks at BRIFT to see if the Town of Lake Park could assist them with their temporary needs. Staff met with the Chairman of the Board and showed them the facilities here at Town Hall. We discussed allowing BRIFT, with Town Commission approval, the use of the small office (I believe this is designated as the Mayor's office) located on the east side of the Commission Chambers, possibly the Commission Chambers as classroom space, and the Mirror Ballroom for both classroom and stage.

We advised BRIFT that the Mirror Ballroom, in particular, was rented to outside groups, and that if the Town were to allow BRIFT the use of the Mirror Ballroom, we would expect them to make the Ballroom available to any outside group that would be paying a rental fee for use of the Ballroom. This was acceptable to BRIFT.

We also advised BRIFT that while staff could recommend making the Town space available to them at a fee similar to \$1.00 per year that at a minimum the Town would require both proof of insurance (with the Town being named as additionally insured) and some sort of indemnification arrangement to protect the Town from any of the acts of BRIFT. This was also acceptable to them. Finally, we also discussed the need to make specific arrangements for opening and closing the facilities for their use, as well as cleaning services should there be a need for the Town to arrange for any cleaning based upon the use of the facilities by BRIFT. They were amenable to whatever arrangements the Town wants to impose on them.

Finally, the staff requested that if the Town Commission approves this partnering arrangement, that BRIFT will work with the Town to market and advertise our working relationship to the betterment of the Town.

The purpose of this agenda item is to discover if the Town Commission is willing to establish a partnering relationship with the Burt Reynolds Institute for Film and Theatre and what, if any, the parameters of that arrangement should be.

For further information on the Burt Reynolds Institute for Film and Theatre, please visit their website at <http://www.brift.org/index.php>.


Institute for Film and Theatre

100 North U.S. Highway One – Jupiter, Florida 33477
561 743-9955 email: info@brift.org

August 16, 2012

Mr. Dale Sugerman
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Dear Mr. Sugerman:

Having visited with you and your staff and having viewed the facilities the Town of Lake Park is offering, the Burt Reynolds Institute for Film and Theatre (BRIFT) is formally requesting your consent to partner with Lake Park in offering classes and presenting showcases to the public. We would like this letter to serve as our official application.

We do understand that the approval of the Town Council is needed and that your next meeting is scheduled for September 5, 2012. Our staff will comply with each and every step necessary to fulfill your requirements.

If possible, Mr. Reynolds would like to meet with the members of the Commission on a personal basis at their convenience. Should you feel that such a meeting would be inappropriate, please contact me.

We are awaiting your input as to next step in the process. Please know that we are grateful for all the time and attention you have personally given to this matter.

Sincerely,


Douglas Hill

Chairman of the Board
The Burt Reynolds Institute
for Film and Theatre

The Burt Reynolds Institute for Film and Theatre (BRIFT) is a non-profit 501c3 organization that is committed to educating and involving the community and artists in all aspects of film, television, theater, live performances, film festivals and exhibitions, as well as preserving Mr. Reynolds' memorabilia and the history of the film industry.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 2*

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

SUBJECT: Presentation by Howard Foster of S & H Foster's, Inc. Requesting that the Town Commission Consider Modifying the Town Code, Section 6-5 Hours of Sale, to Allow Liquor Sales beyond 2:00 am.

RECOMMENDED MOTION/ACTION: Allow Mr. Foster to make a presentation.

Approved by Town Manager *[Signature]* **Date:** *8/9/12*
DALE S. SUBERMAN / TOWN MANAGER *8/9/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: N/A Acct. # N/A	Attachments: *Letter dated August 9, 2012 from Mr. Foster. *Copy of Section 6-5 of Town Code.
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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>D&F</i> Please initial one.

Summary Explanation/Background:

Mr. Howard Foster has asked (copy attached) to appear before the Town Commission to request consideration to have the Commission amend Section 6-5 Hours of Sale (copy attached) such that if amended, the Town Code would allow liquor sales between the hours of 2:00 am and 5:00 am.

It is recommended that Mr. Foster be allowed to present his case. The Town Commission can then make a determination if it desires to take any action one way or the other and instruct staff how to proceed.

S & H FOSTER'S INC.
1408 N. Killian Dr.
Suite 105
Lake Park, Fl. 33403

August 9, 2012

Dale S. Sugerman
535 Park Avenue
Lake Park, Fl. 33403

Dear Sir;

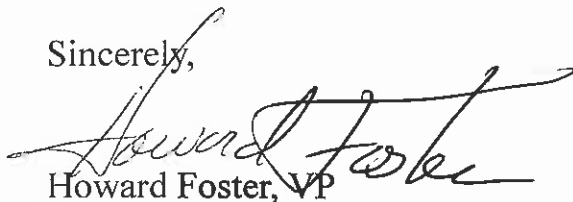
Per our conversation of August 8, 2012 we would like to formally request time on the agenda at the next Lake Park city counsel meeting (September 5, 2012).

Our presentation will involve a possible extension of business hours for Alcohol beverage license (4COP) and/or implementation of a "Cabaret License" which could carry an annual renewal fee.

Our interest is in moving our business, Foster's Pub" into the city of Lake Park and to that end we have begun discussing the possible long term lease with the owner of a commercial building within the city limits.

If at any time I need to be reached please contact me at 561-863-0011.

Sincerely,



Howard Foster, VP

Sec. 6-5. - Hours of sale.

No person shall buy, sell, serve, consume or deliver, or permit the purchase, sale, service, consumption or delivery of, any alcoholic beverages for consumption on or off the premises of a licensed alcoholic beverage establishment between the hours of 2:00 a.m. and 7:00 a.m. of any day, including Sunday but excepting December 31 (New Year's Eve) which hours shall be 5:00 a.m. and 7:00 a.m., respectively.

(Ord. No. 2-2002, § II, 2-6-2002; Ord. No. 17-2002, § 1, 7-24-2002; Ord. No. 18-2002, § 1, 9-4-2002; Code 1978, § 4-5; Ord. No. 14-2004, § 5, 8-4-2004)

State law reference— Authority to regulate hours of sale, F.S. §§ 562.14(1), 562.45(2)(a).

Consent Agenda

TAB 3



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

Meeting Date: September 5, 2012 **Agenda Item No.** *Tab 3*

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

SUBJECT: Commission Meeting Minutes of August 15, 2012

RECOMMENDED MOTION/ACTION: To Approve the Commission Meeting Minutes of August 15, 2012

Approved by Town Manager *[Signature]* **Date:** 8/29/12

Shari Canada, CMC, Deputy Town Clerk August 29, 2012
Name/Title Date of Actual Submittal

Originating Department Town Clerk	Costs: \$0 Funding Source: 0 Acct. # 0	Attachments: Agenda Meeting Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D"
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>YML</i> <input type="checkbox"/> Town Manager _____
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>YML</i> Please initial one.

Summary Explanation/Background:



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 15, 2012, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez Lemley, CMC	—	Town Clerk

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- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PRESENTATION:**
 - 1. **Proclamation in Honor of Appreciation to James S. Titcomb for his Service As Interim Town Manager** Tab 1
 - 2. **Proclamation in Memory of Edmond and Eva Folsom** Tab 2
 - 3. **Proclamation Recognizing September as Muscular Dystrophy Association Firefighters Appreciation Month** Tab 3
 - 4. **2012 Summer Camp** Tab 4
- G. **PUBLIC and OTHER 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.

- H. **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.

Recommended For Approval:

5. Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012 Tab 5
 6. Regular Commission Meeting Minutes of July 18, 2012 Tab 6
 7. Regular Commission Meeting Minutes of August 1, 2012 Tab 7
 8. Replacement of the Irrigation Pump and Motor at Bert Bostrom Park Tab 8
 9. Resolution No. 19-08-12 To Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager Tab 9
- I. **BOARD MEMBER APPOINTMENT:**
10. Reappointment to the Library Board Tab 10
 11. Board Appointment to the Planning and Zoning Board Tab 11
- J. **DISCUSSION AND POSSIBLE ACTION:**
12. Appointment of a Marina Task Force to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina Tab 12
 13. Authorizing the Mayor to Execute the 8th Addendum to the Law Enforcement Services Agreement with Palm Beach Sheriff's Office (PBSO) Beginning October 1, 2012 through September 30, 2013 Tab 13
 14. Authorize the Mayor to Sign a Contract for Events Coordination with J.E.S. Production and Design Tab 14
 15. Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook) Tab 15
- K. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- L. **ADJOURNMENT:**



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 15, 2012, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 15, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, and Jeanine Longtin, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Commissioner Tim Stevens arrived at 7:03 pm.

Vice-Mayor Rumsey led the Invocation and Mayor DuBois led the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Motion: A motion was made by Vice-Mayor Rumsey to approve the Agenda; Commissioner Longtin made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens			Absent
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-0

PRESENTATION:

- 1. Proclamation in Honor of Appreciation to James S. Titcomb for his Service as Interim Town Manager.**

Mayor DuBois presented the Proclamation to Jamie Titcomb.

- 2. Proclamation in Memory of Edmond and Eva Folsom.**

Mayor DuBois presented the Proclamation to the family of Edmond and Eva Folsom.

3. Proclamation Recognizing September as Muscular Dystrophy Association Firefighters Appreciation Month

Mayor DuBois read the Proclamation.

4. 2012 Summer Camp

Parks and Recreation Director Kathleen Carroll presented a PowerPoint presentation. She explained that 21 children were registered for Summer Camp of which 14 were residents. She stated that one participated via sponsorship and one via scholarship. She described the activities that the children participated in during Summer Camp.

Commissioner Longtin stated that the Summer Camp is a huge difference from what it was and is happy that Parks and Recreation Director Carroll is with the Town.

Commissioner Stevens stated that he appreciated that Parks and Recreation Director Carroll hit the ground running and that he hopes that more children will participate next year for a bigger and better program.

Parks and Recreation Director Carroll stated that revenues were \$8,857.50 and the expenses were \$4,585.77 for the Summer Camp.

Vice-Mayor Rumsey stated that he appreciated Parks and Recreation Director Carroll's efforts and that she is a great addition to the Town staff.

Mayor DuBois asked what is the age range for the participants.

Parks and Recreation Director Carroll stated that the age range was 6 to 12 years old. She noted that one 5 year old and two 13 year old participated because they had siblings in the program.

Mayor DuBois suggested that funds be raised for scholarships for next year's program. He stated that he will be providing a scholarship for one child to participate in next year's summer camp program and offered to help in the fundraising effort. He suggested using senior volunteers for future events.

Parks and Recreation Director Carroll stated that the organization Family Central which assists under privileged families by paying for after school and summer programs could be a resource. She stated that the Town would have to apply to participate in the program and that she will do so for future activities. She stated that a donation of sandwiches and cookies was provided by one of the local churches and that she will continue to utilize those resources.

Commissioner Stevens suggested that a wish list of items needed to be put together.

PUBLIC and OTHER COMMENT:

Jim Lloyd, 220 Lake Shore Drive, stated that he is concerned about the Marina being empty and that the Town needs to address getting more people to utilize the Marina. He stated that he is excited about Town Manager Sugerman’s concept of a task forces and that he thinks that it will be a positive addition to the Town. He hopes that the task force is the first of many.

Mayor DuBois congratulated Mr. Lloyd on his appointment to the Planning and Zoning Board.

Maurice Leckler, 640 Northlake Boulevard, stated that flags and banners are restricted to grand openings and special events. He thinks that it would be in the best interest of the Town to broaden the time flags and banners can be used so that businesses could use them to promote their business and attract people to Lake Park. He stated that he owns “Medical Homecare Supply” and that because of the location of the building it is hard to see. He stated that it would be in the best interest of his business to see if the Town would change some of the restrictions so that he can put up banners and flags during business hours to attract business.

CONSENT AGENDA ITEMS:

- 5. **Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012**
- 6. **Regular Commission Meeting Minutes of July 18, 2012**
- 7. **Regular Commission Meeting Minutes of August 1, 2012**
- 8. **Replacement of the Irrigation Pump and Motor at Bert Bostrom Park**
- 9. **Resolution No. 19-08-12 To Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager**

Commissioner Hockman requested that item 8 be pulled from the consent agenda.

Commissioner Longtin requested that item 5 and 9 be pulled from the consent agenda

Motion: A motion was made by Commissioner Hockman to approve the Consent Agenda items 6 and 7; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		

Mayor DuBois	X		
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Motion passed 5-0.

5. Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012

Commissioner Longtin stated that on page 10 of the minutes it states that she would give up her entire pay for one year if the rest of the Commission would and requested clarification in that section that she is talking about the Commission's salaries. She stated that on page 18 there is a spelling error and that she will advise Town Clerk Lemley of what that is. She requested that on page 27 the last line that the word "Quintero" be changed to "Quintero's".

Motion: A motion was made by Commissioner Longtin to approve the Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012 as amended with clerical changes; Commissioner Hockman made the second.

Mayor DuBois stated that references to "Land-to-Rail" needs to be corrected to "Lambda Rail".

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

8. Replacement of the Irrigation Pump and Motor at Bert Bostrom Park

Commissioner Hockman asked why the irrigation contractor is not doing all the work including the electrical. He stated that the pump is being changed to a submersible pump and that he is concerned that there are no specifications regarding the moisture sensors, that modifications to the control panel may be needed, that there are loose ends regarding what electrical work is going to be required, and issues regarding having multiple contractors on the job. He asked if the replacement pump is the same size and pumping capacity as the existing pump and asked about the voltage.

Public Works Director David Hunt explained that one of the contractors contacted for a quote on this project is exclusively a well construction company and does not have an electrical contracting license and that he decided that in order to get an equal quote from all firms solicited to have the electrical work done by another contractor. He stated that he has the specifications for the pump and motor and that he has reviewed the plans with the electrical contractor. He explained that the horsepower of the replacement pump is different because of the style of pump, but the flow capacity is the same as the existing pump system and that the electrical contractor verified the voltage and that information was included in the specifications.

Motion: A motion was made by Vice-Mayor Rumsey to approve the Replacement of the Irrigation Pump and Motor at Bert Bostrom Park; Commissioner Stevens made the second.

Commissioner Hockman feels that there should be one point of contact to handle the job from start to finish.

Commissioner Longtin asked who is overseeing the job and who the electrician is overseeing the project.

Public Works Director Hunt stated that the Public Works Department would oversee the project and that Casper Electric would be the electricians for the project.

Commissioner Stevens asked if Hydro Dynamic Pumping Services has the ability to do the electrical work.

Public Works Director Hunt stated that he does not know if Hydro Dynamic Pumping Services is a licensed electrician.

Commissioner Stevens suggested checking with Hydro Dynamic Pumping Services to see if they can provide the electrical services.

Commissioner Hockman suggested that Hydro Dynamic Pumping Services bring in Casper Electric as a sub-contractor. He stated that way if anything goes wrong the Town would have one company to contact to resolve the issue.

Public Works Director Hunt stated that if he has Commission approval to proceed with Hydro Dynamic Pumping Services that he would be able to work with the contractor to complete the project as directed by the Commission.

Mayor DuBois asked if requiring the contractor to hire the electrician would be considered a minor adjustment to the contract and how much would it increase the contract.

Public Works Director Hunt stated that it does not change the purchasing parameters.

Commissioner Longtin stated that the electrical contractor should represent the Town of Lake Park and Hydro Dynamic Pumping Services should not be hiring the electrician.

Commission Hockman stated that Hydro Dynamic Pumping Services should hire the electrical contractor as a sub-contractor, that way Hydro Dynamic Pumping Services is responsible for the whole project from start to finish.

Mayor DuBois asked for a motion that Hydro Dynamic Pumping Services hire the electrical contractor.

Vice-Mayor Rumsey amended his motion to include the recommendation.

Commissioner Stevens seconded the amended motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

9. Resolution No. 19-08-12 To Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager

Commissioner Longtin requested that Town Manager Sugerman explain the item.

Town Manager Sugerman explained that the item is regarding changing the job title of the CRA Project Manager to Project Manager.

Commissioner Longtin asked if this project manager is going to work all over Town and that any work that they do in the CRA will be billed to the CRA and if this action would create another position.

Town Manager Sugerman stated that it would depend on what the project manager is actually doing and if the CRA can afford it. He stated that all personnel have been eliminated from the CRA budget and moved the positions over to the Town's General Fund. He stated that this project manager position will be full-time within the Public Works Department. He stated that the person in this position does some CRA work, the work will be evaluated to determine if it is appropriate to charge the CRA for the work. He stated that a new position is not being created.

Commissioner Stevens asked if the person in this position will have CRA and non-CRA duties.

Town Manager Sugerman stated “no” because there are no more employees in the CRA and if a project manager is assigned to do work in the CRA, that work will be evaluated to determine if it is appropriate to bill the CRA.

Motion: A motion was made by Commissioner Hockman to approve Resolution No. 19-08-12 To Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

BOARD MEMBER APPOINTMENT:

Commissioner Longtin asked if the Construction Board of Adjustment and Appeals is the same as the Planning and Zoning Board and if not are there any members on the Construction Board of Adjustment and Appeals.

Town Clerk Lemley advised that the Construction Board of Adjustment and Appeals is a separate Board and that there are no members on the Board.

Commissioner Longtin asked if the Town needs members on that Board.

Town Clerk Lemley explained that the Board has very specific parameters under which it meets and conducts business and that the Town has not had any items for which the Board to take action on.

Commissioner Longtin requested that Town Manager Sugerman look into the necessity of the Board.

Commissioner Stevens commented that he would like to have a Tree Board.

10. Reappointment to the Library Board

Town Clerk Lemley announced that Candice Moss has been reappointed to the Library Board. (see Exhibit "A")

11. Board Appointment to the Planning and Zoning Board

Town Manager Sugerman requested that the Commission consider tabling the Board Appointment of the Planning and Zoning Board.

Mayor DuBois suggested postponing the item and explained the reason to postpone instead of tabling the item.

Motion: A motion was made by Commissioner Stevens to postpone the Board Appointment to the Planning and Zoning Board; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1.

DISCUSSION AND POSSIBLE ACTION:

12. Appointment of a Marina Task Force to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached ARF Exhibit "B")

Mayor DuBois stated that Town Manager Sugerman said that the Task Force's work includes abandoning the current right-of-way of Lake Shore Drive and that Town Manager Sugerman's statement implies a conclusion regarding the abandonment of that right-of-way before the Task has convened and it makes him wonder what the point is to having the Task Force. He does not like abandoning Town rights-of-way particularly when it comes to traffic and traffic related matters. He stated that traffic and traffic related matters are very important aspects of redevelopment. He stated that this is a very important area of redevelopment. He urged that an open mind be brought to the discussion by all parties. He stated that construction costs should be evaluated against bringing in bigger boats to the Marina. He stated that the underlying presumption regarding the Marina has been to use the slips to make money and use the boat launch to

serve the Town residents. He stated that the residents have paid tax dollars for a bond and loan for construction of the Marina with the assumption that the boat ramp would be available for their use.

Town Manager Sugerman stated that he is changing the second assignment to “dealing with traffic flow at the Marina including the possibility of abandoning the current right-of-way of Lake Shore Drive which cuts through the lower parking lot, reconfiguring the existing lot to accommodate the larger trucks and boat trailers, tearing down the existing wall, and integrating the corner lot”.

Commissioner Hockman stated that he believes that this discussion regarding the abandoning of the Lake Shore Drive right-of way is only in the parking lot and that the intention is to re-route traffic and to create a better flow of traffic and to discuss how to lay the parking lot out to get better use out of it.

Commissioner Stevens stated that the Marina is running a deficit of over \$300,000 per year due largely to construction related repair, that it owes the General Fund over \$2,000,000 and the Town will be receiving \$880,000 in the settlement, which will help the Town deal with these issues. However, proactive measures are warranted and the Marina Task Force seems like a good idea to consider possibilities like lowering rates, expanding parking, and addressing rights-of-way. He asked if the Task Force would be working with staff and then come back to the Commission with suggestions.

Town Manager Sugerman stated that the Task Force of citizens work with the Town staff and based on that work staff will bring forward recommendation to the Commission.

Commissioner Longtin asked how often the Task Force would meet.

Town Manager Sugerman stated that the Task Force would meet as often as it needs to get its work done.

Commissioner Stevens asked how the selection of the members would be done.

Town Manager Sugerman stated that he spoke with the Town Attorney regarding the minimum standards for appointing people to the Task Force and as he has recommended each member of the Commission appoint one member at a public meeting. He stated that if any of the Commissioners are ready at this meeting then that Commissioner can make their appointment or they can wait until the next meeting.

Commissioner Longtin asked if this would be a quasi-judicial board.

Attorney Baird responded no.

Mayor DuBois commented that this is a “Sunshine Board”.

Vice-Mayor Rumsey asked if the members of the Task Force are subject to the same “Sunshine Laws” as any other member of an advisory board.

Town Manager Sugerman stated “yes”.

Commissioner Longtin stated that she is in favor of bring back the Marina Board because there are so many other things to address at the Marina, but that she is willing to settle for this at this time.

Mayor DuBois asked if the agendas, minutes, and meeting notices will be published and access provided via the Town website.

Town Manager Sugerman stated “yes” in the same manner as other Boards and Committees.

Commissioner Longtin asked if the meetings are open to the Public.

Town Manager Sugerman stated “yes”.

Motion: A motion was made by Commissioner Hockman to create the Marina Task Force to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina; Commissioner Stevens made the second.

Mayor DuBois stated that the right-of-way and traffic at the Marina has been a hotly debated subject over the years in the Town and that he looks forward to the discussion. He stated that any improvements that are made will help the Marina.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois appointed Richard Ahrens.

Commissioner Longtin appointed Jorge Quintero.

Vice-Mayor Rumsey appointed Erin Flaherty.

Commissioner Hockman appointed Brent Headberg.

Commissioner Stevens requested that anyone interested in serving on the Task Force contact him and stated that he will make his appointment at the next Commission meeting.

13. Authorizing the Mayor to Execute the 8th Addendum to the Law Enforcement Services Agreement with Palm Beach Sheriff's Office (PBSO) Beginning October 1, 2012 through September 30, 2013

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

Commissioner Hockman asked if anybody from PBSO at the meeting to discuss this item.

Town Manager Sugerman stated that the District Commander Chris Myers is here, but that there is no one at the meeting from the Contract Administrators Office.

Commissioner Hockman stated that he does not have a modification of the contract, but a clarification regarding the number of deputies on duty per shift. He stated he wanted added to the addendum that a certain number of deputies are on per shift. He stated that he has met with Lt. Palenzuela and Myers in the past regarding this issue and nothing has been done. He stated that the contract states that the Town will be staffed with the same as the Lake Park Police Department was, but the contract does not specify the number of deputies, the ratio per shift, or any other personnel measures.

Town Manager Sugerman stated that Section 3.1 "STAFFING provides that PBSO shall schedule, provide, and employ the personnel deemed necessary or desirable by PBSO to provide the Services in Town. That PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, all other matters related to performing the Services and employing the Town District Employees. He stated that there is no language in the contract that calls for minimum staffing and if it is the Commission's desire that he talk with PBSO regarding an amendment to the base contract that would set minimum manning standards he is prepared to do so, but he needs direction from the Commission.

Commissioner Hockman stated that the Town is paying for nineteen (19) deputies, not counting the sergeant and the lieutenant, which equals approximately (4) deputies per shift. His concern is regarding past practices when only two (2) deputies are on duties and then one (1) deputy leaves the Town.

Commissioner Stevens stated that the Town does not have a lot of leverage at this point and that by March 2013 if the Commission decides to partner with a neighboring police agencies or renegotiate with PBSO the Town would be in a better position to get the things it wants. He asked for clarification regarding Commissioner Hockman's request and if the desire is to a minimum of three (3) deputies per shift in the Town of Lake Park.

Commissioner Hockman stated "yes".

Vice-Mayor Rumsey stated when there is an issue in Lake Park that deputies from other Districts are brought into the Town to resolve those issues. He stated that one of the ways the Sheriff's Office does work is through the fluid movement of deputies and resources throughout all of its service areas. He stated that the Town has additional resources such as a helicopter, other tactical services, and random policing activities as part of the contract. He stated that he is concerned that if the Town requires that there be three (3) deputies per shift then that is all the Town is going to get and the Town will not receive any of the other services or resources.

Commissioner Hockman stated that the Town would get the helicopter and other resources because these resources are paid for under the County taxes and the Town would receive those services without a police service contract with PBSO. He stated that in the past several months the Town has not had deputies because they are being called out of the Town to handle other things.

Commissioner Longtin stated that she agrees with Commissioner Hockman and thinks it would be nice to know that the Town has a least three (3) deputies in Town. She stated that if the Town asks for a minimum of three (3) deputies, that does not mean the Town would only get three (3) deputies and that the extra resources would be provided on an as needed basis regardless. She stated that the possibility of having only one (1) deputy in Town is a concern. She stated that she is happy with PBSO and the services that they provide, but she would want to know that there are at least three (3) deputies in Town.

Commissioner Stevens thinks that the current contract places a lot of burden on the Town, but that the Town needs to have Police Services on October 1, 2012. He suggested postponing this item in order to provide Town Manager Sugerman the time to talk with PBSO about their willingness to amend the base contract. He stated that he also has Vice-Mayor Rumsey's concerns that if the Town locks PBSO to three (3) deputies that they might penalize the Town with only three (3) deputies. He stated that the number of deputies per shift varies day by day and shift by shift and is hard to monitor or enforce that provision. He stated that he is prepared to vote in support of this item to provide time until March of 2013 for the Town to make other arrangements or renegotiate with PBSO. He stated that he would also support postponing the item to give Town Manger Sugerman time to discuss options with PBSO.

Mayor DuBois stated that the Town cannot afford this contract and that it is 125% of the Town's Ad Valorem revenue goes to Police and Fire Services and that the Police Service contract is almost double the Fire Service contract. He stated that the renewal of this contract has been out there for several months and that the Commission decided to set the millage rate below the rollback rate. The cost of PBSO contract is the same as last year and is one of the reasons that he suggested that the Commission set the millage rate for next year at the rollback rate. He stated that he would like discussions to continue with PBSO on how to trim the cost of the contract. He questioned if the revenue received from traffic violations offsets the cost of the deputy that has been dedicated to that task. He stated that he would rather stop pulling over traffic violators on Northlake Boulevard and put that deputy on Park Avenue for additional security. He asked to be provided the revenue that the traffic violations on Northlake Boulevard provide to the Town and if it is not significant can an officer be removed or reassigned to reduce the cost of the contract.

He stated that he thinks it is important that the Commission consider the cost of each deputy assigned to the Town and that he does not agree with Commissioner Hockman regarding requiring a minimum number of deputies. He questioned whether North Palm Beach would get the services of the PBSO helicopter free and thinks that it is likely if a helicopter was called in that a bill would be sent for those services. He stated that the Town needs to have an understanding of what is needed, where it is needed and when it is needed in order to reduce the cost of the contract for this fiscal year. He spoke in support of postponing the item.

Vice-Mayor Rumsey stated that he does not think the Commission can wait until the September 12, 2012 meeting to consider this item because the Commission would not have the opportunity to vote on the contract by October 1, 2012. He asked if the item was postponed to the August 22, 2012 Budget Workshop could someone from the Sheriff's Office be invited to discuss the Commission's concerns.

Town Manager Sugerman stated that he has contacted PBSO Contract Administrator Major Dan Smith and advised him that the Town cannot afford this contract. He stated that Major Smith's response was that PBSO has significant increase in costs every year and that PBSO is offering the Town a contract extension with no additional costs. He stated that Major Smith made it very clear that there was nothing he could do as the Town Manager to get a lower contract price. He stated that if the Commission could get a different response that is great and that he would invite someone to come to the Budget Workshop.

Mayor DuBois stated that he is not talking about the same deal at a lower price, but that he is talking about level of service. He stated that last year the Town reduced the cost of the contract by cutting two (2) crossing guards and that reduced the contract by \$70,000. He stated that the Commission did not want to reduce the number of crossing guards, but the cost savings warranted the change. He stated that level of service in regards to the number of personnel assigned to Lake Park needs to be addressed in order to lower the cost of the contract. He stated that PBSO will not offer the same level of service at a lower price and that the reduction in the millage rate and reduction in Ad Valorem revenue has to be taken from somewhere. He stated that he does not know how to task the Town Manager to find the savings when the Town's staffing is already reduced to the bone when there is a large contract that has not been reduced.

Town Manager Sugerman stated that he is working closely with District Commander Myers and that he has been told that if the Town has any type of event going on that there will be as many officers as needed in the Town in whatever capacity that is needed. He stated that the current contract allows the District Commander to fulfill the needs to the Town. He stated that in order to get the level of service the Town is currently receiving it will cost the Town \$2,500,000.

Mayor DuBois stated that he thinks level of service is a policy question that the Commission needs to address.

Vice-Mayor Rumsey stated that his vote would be no and that he will not jeopardize the safety of the community and if the Commission is going to cut this budget it needs to be somewhere other than public safety.

Mayor DuBois stated that if the Town is going to cut expenses then this contract needs to be on the table.

Commissioner Stevens stated that the PBSO contract has increased 55% or over \$1,000,000 even though the Town's population has dropped by 6.5% over that same period. He is happy that PBSO has not asked for an increase in the contract, however the Town needs police services on October 1, 2012 so the Town does not have a lot of leverage at this point to make demands of PBSO. He stated that Commission can ask questions about level of service, number of deputies per shift, and different ways of dealing with the contract going forward. However, he believes that by renegotiating the contract before March of 2013 with PBSO or a new contract with another policing agency that there are ways in which the Commission can maintain the current level of service or expand the level of service and pay a lower cost. He recommended that PBSO be invited to the Budget Workshop and hopefully work something out and if not the Town really has no alternative then PBSO at this point for the next fiscal year.

Mayor DuBois stated that the Town was able to remove two crossing guards from the contract last year and reduce the cost.

Commissioner Stevens stated that he thinks that the best time to renegotiate this contract is during the period between October 1, 2012 and March, 2013.

Mayor DuBois stated that it is not a negotiation to remove personnel from the level of service it is a straight cost benefit and that he thinks PBSO is likely to entertain the change.

Vice-Mayor Rumsey asked if Mayor DuBois is asking the other Commissioners to go on the record right now, regarding whether or not they are willing to do that.

Mayor DuBois stated that he has no desire what so ever to cut the level of service of PBSO in the Town, but he feels that he has no other choice because of the reduction in the millage rate. He stated that he is willing to do this with the knowledge that at times of emergency the Town has the full service of the entire PBSO.

Vice-Mayor Rumsey stated that his vote is no.

Commissioner Stevens suggested that before the Commission tells what it is and is not willing to do that PBSO be invited to the Budget Workshop and find out what PBSO wants and find out if a middle ground can be found.

Vice-Mayor Rumsey stated that PBSO has told the Town what they want and what they are willing to do and so the options are to cut services or to sign the contract that is before the Commission. He stated that the Town would have the opportunity to negotiate a new contract before March 2013.

Commissioner Stevens stated that he does not think that the Town is limited to those options and that he thinks there are other creative ways to address it.

Mayor DuBois stated that this is not a decision that any member of the Commission wants to make or to use this to scare the Town, but it is a simple matter of dollars and level of service. He requested that PBSO be asked what reductions in cost would be provided by reducing actual staffing.

Motion: A motion was made by Vice-Mayor Rumsey to Authorize the Mayor to Execute the 8th Addendum to the Law Enforcement Services Agreement with Palm Beach Sheriff's Office (PBSO) Beginning October 1, 2012 through September 30, 2013; Commissioner Longtin made the second.

Vice-Mayor Rumsey called the question.

Town Manager Sugerman requested a roll call vote.

Mayor DuBois concurred and requested a roll call vote.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman		X	
Commissioner Longtin	X		
Commissioner Stevens		X	
Vice-Mayor Rumsey	X		
Mayor DuBois		X	

Motion failed 2-3.

Mayor DuBois suggested a motion to bring the item back to the next regular meeting.

Motion: A motion was made by Commissioner Stevens to bring the item back to the next Regular Commission; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner			

Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Manager Sugerman asked if the Commission had any instruction for him for between now and the next Commission meeting.

Mayor DuBois suggested that Town Manager Sugerman find out how much savings there would be if the level of service was changed.

Commissioner Longtin stated that she is not in favor of that direction.

Motion: A motion was made by Commissioner Steven to Direct the Town Manager to discuss with PBSO the number of minimum officers per shift and options for reducing costs to the Town; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0.

14. Authorize the Mayor to Sign a Contract for Events Coordination with J.E.S. Production and Design

Public Comment

Edie McConville, 638 W Kalmia Drive, stated that she is the President of Lake Park Kiwanis and that Kiwanis serves the children of Lake Park. She requested that the Commission approve Kiwanis to do three (3) events on a continuing annual basis 1) Oktoberfest, 2) Irish Fair and 3) Easter Egg Hunt. She explained that the funds raised at these events could be used for scholarships for children to attend Summer Camp. She asked if the Town is going to continue membership in Kiwanis.

Vice Mayor Rumsey asked if Ms. McConville would be interested in a trade for in-kind services for the three (3) events in exchange for the Town's membership in Kiwanis.

Ms. McConville stated that she would bring the suggestion to the Kiwanis Board for consideration.

Mayor DuBois advised Ms. McConville to work with Town staff through the special event permit procedure.

Public Comment Closed.

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

Mayor DuBois asked how this item will proceed and if there would be an agreement followed by a formal contract.

Attorney Baird stated that this document provided is a proposal to provide services and that a formal agreement would need to be drafted and brought forward for Commission approval if the proposal is accepted.

Mayor DuBois asked if the Commission could make modification to the proposal through discussion.

Town Manager Sugerman stated "yes".

Commissioner Hockman asked if this would have to go out to bid for other companies to be able to make a proposal.

Attorney Baird stated that this does not fall into one of the categories that requires bidding for professional services. However, the Commission can send it out to bid if it desires.

Commissioner Hockman asked Ms. Spicer if it is her intention to get a business license.

Economic Development Director Jennifer Spicer stated that her company has been registered since 2007 through the Department of Business and Regulations all she has to do is process the renewals to be current. She stated that insurance will be in place and the Town will be named as a certificate holder.

Commissioner Hockman stated that Ms. Spicer needs a Palm Beach County License and a State License.

Economic Development Director Spicer stated that all of those items will be obtained before the events.

Commissioner Hockman stated that he is concerned that this is a business that Ms. Spicer has been operating for the last three (3) to four (4) years while employed with the Town.

Economic Development Director Spicer explained that she opened the company prior to working for the Town and that operations of the business ceased prior to her employment

with the Town and that once she found out that she was no longer going to be employed by the Town she started putting together the paperwork to be able to earn an income.

Commissioner Hockman asked if the Parks and Recreation Director is planning on doing the 4th of July event next year.

Town Manager Sugerman stated that would depend upon whether the Commission accepts this proposal and that Town staff will actively participate in these events and work to ensure their success based upon the Town's limited staff and diminishing budget.

Commissioner Hockman asked if Ms. Spicer has done any work in production and design of events.

Economic Development Director Spicer stated "yes".

Commissioner Longtin asked if Ms. Spicer knows her tax identification number, whose name the company is registered.

Economic Development Director Spicer stated that she can provide her tax identification number and that the company is registered under Jennifer Spicer. She explained that it can be found on sunbiz.org under "Fictitious Name" and it is active until December 2012.

Mayor DuBois asked if the Commission does enter into a contract for these services if all the necessary documents for doing business with the Town would be provided.

Economic Development Director Spicer stated "yes".

Commissioner Hockman stated that he is concerned that the events would not be marketed as a Town of Lake Park event because if something went wrong he wants to make sure that the vendors do not think it was the Town that did it.

Economic Development Director Spicer stated that she will obtain all the proper insurance and that the Town would be named as a certificate holder. She stated that her proposal is to promote and market all the events as the Town of Lake Park in order to continue to promote the Town. She explained that she is providing the services at no cost to the Town and that she is taking the gamble on the production of the events. She explained that the events are not being promoted as the Town is putting on the event, but that the event is being held in the Town of Lake Park.

Town Manger Sugerman stated that if the Commission does not want to allow for the promotion of the events as the Town of Lake Park then there might be an issue with Kiwanis naming the Easter Egg Hunt as the Town of Lake Park Easter Egg Hunt.

Commissioner Hockman explained that is not his concern that his concern is about the use of the Town logo and name in the promotion of the events.

Mayor DuBois stated that the Town could charge a license fee for the use of the Town name and logo for the promotion of these events. He asked if Ms. Spicer would consider

amending the proposal to drop the St. Patrick's Day event and the BBQ event that was put on by a private promoter.

Economic Development Spicer stated that the previous BBQ event was a BBQ challenge and that she is not proposing a BBQ challenge, but that this will be an Arts and Crafts events with food to bring in more people. She would be glad to remove the St. Patrick's Day event and explained that the list was just for feedback and that she is not interested in taking away any events from Kiwanis. She stated that she is willing to offer her assistance to Kiwanis and thinks it could be a great team effort.

Mayor DuBois stated that Ms. Spicer could also do other events that are not included in the list.

Economic Development Director Spicer stated that a schedule of all the events would be provided to the Town with dates and all of the specific information.

Commissioner Longtin asked what is Ms. Spicer website address.

Economic Development Director Spicer stated that she does not have a website yet.

Commissioner Stevens asked where the weekly Green Market and the monthly Night at Park Avenue Events would be held.

Economic Development Director Spicer stated that the Night at Park Avenue Events would be in Downtown Park Avenue similar to the Clematis at night event in West Palm Beach and the Green Market would be at Downtown Park Avenue on Fridays and at Kelsey Park on Sundays.

Commissioner Stevens asked if the Town would need to provide any funding to Ms. Spicer.

Economic Development Director Spicer stated that the Town would be required to provide her with any funds received related to the 2012 Seafood Festival and that no other funds are being solicited by her from the Town. She stated that she is providing the service at no cost to the Town.

Vice-Mayor Rumsey stated that he is not in favor of moving forward with this agreement. He suggested that the Town enter into an agreement with Ms. Spicer to manage the upcoming Seafood Festival under the terms that by the middle of September that Ms. Spicer has all of her insurance, licensing, and other documentation in place. He stated that he is in favor of turning over the funds allocated to that event to Ms. Spicer. He stated that after the Seafood Festival he would like it publicized to producers in the area that Lake Park is interested in producing events. He stated that he is not willing, at this time, to turn over all of these events to one person without hearing from other people.

Economic Development Director Spicer stated that if the Commission decides to enter into a contract with her that she would obtain all the necessary insurance and licenses.

She explained that she is not going to obtain the insurance and licenses without a contract.

Commissioner Hockman asked if there are any outstanding invoices for the Seafood Festival that the Town has not paid or have not come in yet.

Economic Development Director stated that no one has been engaged to provide any services at the Seafood Festival.

Commissioner Hockman stated that he wants all the contact and sponsorship database information regarding the Seafood Festival to remain in the Town.

Economic Development Director Spicer stated that every sponsorship and check that has come in has been made payable to the Town of Lake Park and provided to the Finance Department and all the data is on file in the Finance Department.

Vice-Mayor Rumsey stated that he wants an understanding that the contract will not be signed by the Town until the insurance and licenses are provided.

Economic Development Director Spicer concurred. She stated that her proposal is for a one year contract and for her to provide the events services during that period and then after that the Commission is free to do as they see is for the best.

Motion: A motion was made by Vice-Mayor Rumsey to offer a contract to JES Production and Design to produce the Lake Park Seafood Festival with the understanding that by September 15, 2012 that all the insurances, documentation and licensing be provided to the Town Manager to execute the contract; Commissioner Stevens made the second.

Commissioner Longtin asked when the Seafood Festival will take place.

Economic Development Director Spicer stated that the Seafood Festival is set for November 10, 2012.

Mayor DuBois stated that he is not in favor of just doing the Seafood Festival and that he thinks that this agenda item brings to the Town a weekly Greens Market, an Arts and Crafts Festival with BBQ, Italian Fest and a Night on Park Avenue. He stated that the 4th of July event was paid for by the Town and through this agreement it would be paid for by the promoter. He asked if any other promoters have come to the Town offering to bring these types of events to the Town.

Town Manager Sugerman stated “no”, but that the Town has not solicited for these services.

Mayor DuBois stated that he would prefer to accept the agreement for a one-year term and know for certain that the Town was going to have these events.

Vice-Mayor Rumsey stated that Ms. Spicer can still come back to the Commission with the idea of bringing these other events forward, however the agreement that he is interested in entering into is for the Seafood Festival and then advertise that the Town is looking for producers for the other events.

Mayor DuBois stated that he would be more willing to accept this proposal now than to go on a "maybe" and incur more cost for the Town in a solicitation for these services with an uncertain end.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman		X	
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois		X	

Motion passed 3-2.

Mayor DuBois stated that the next item is to direct the Town Manager to enter into discussion with Ms. Spicer on her interest in providing the Seafood Festival for the Town.

Town Manager Sugerman stated that he does not think that there is another time for him to have a discussion with Ms. Spicer and bring back a report to the Commission before the September 15, 2012 deadline. He suggested that the Commission solicit from Ms. Spicer if she is willing to accept the conditions that the Commission has imposed.

Attorney Baird stated that he thinks Vice-Mayor Rumsey's intention is that a contract be brought back for the Seafood Festival at the next meeting and the Commission would either approve or deny. In the contract it would have the usual things such as insurance, who is responsible, what services are being provided, and what the consideration is being provided for the services.

Vice-Mayor Rumsey concurred.

Town Manager Sugerman stated that if Ms. Spicer is not interested in entering into a contract with the Town for just the Seafood Festival that the Commission may want to know that at this meeting.

Mayor DuBois stated that it could depend on the terms of the contract on whether she would be interested.

Commissioner Longtin asked Ms. Spicer if she would be interested in the offer from the Town.

Economic Development Director Spicer stated that she has put a lot of time into the Seafood Festival and that she is interested in the offer from the Town, but that she would need to see the contract before she made a final decision.

15. Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook)

Public Comments:

Susan Lloyd, 220 Lakeshore Drive, advised that she would read her statement from the February 2012 Commission meeting “stated that since the former Town Manager resigned due to her supposed connection to Patricia Bass, who was paid over \$100,000 to revise the Employee Handbook, she decided it would be of interest to read the old and revised Handbook. She stated that the first book was 69 pages and the second book was 135 pages. She stated that while reading the revised Town Handbook, two words kept jumping out at her, Town Manager. She stated that she compared the two Handbooks and compared the number of time the words Town Manager appeared. She stated that in the first manual the words Town Manager appeared 47 times and in the second manual the words Town Manager appeared 146 times. She stated that in the revised Town manual, the Town Manager can do the follow items with no questions asked: 1. hire a person at will, bypass the promoting from within or advertising for the position, 2. terminate an employee without cause and that employee cannot appeal the termination decision and 3. there are positions in the Town that work at the pleasure of the Town Manager and those employees are not subject to any probationary period to which all other employees are subject.” She stated that six months have passed and the Handbook has not been revised. She stated that the Commission should place their trust is Human Resources Director Bambi Turner, who has been working to make changes to the Handbook and that this should not be dragged on for months. She encouraged residents to read the blog the streetswherelive.wordpress.com.

Diane Bernhard, 301 Lake Shore Drive, quoted Town Manager’s Sugerman “I have attempted to create an environment where Department Heads will feel comfortable unleashing their own potential. I have already charged Department Heads to get creative in the programming they are going to offer the community.” She asked if that would be possible in an environment where a Department Heads serve at the pleasure of the Town Manager and may be terminated from employment without cause and without the right to appeal such termination. She stated that the revisions in the Handbook do not reduce the legal authority of the Town Manager, but are about correcting the arbitrary upgrades in power that were in the last revision of the Handbook in 2009. She encouraged the Commission to make the changes in the Handbook that are included in the Agenda.

Public Comment Closed.

Commissioner Longtin asked for an explanation of “Administrative Orders”

Human Resources Director Turner explained that an Administrative Order issued by the Town Manager is done between the re-adoption of the Handbook. Administrative Orders may include items such as the Palm Beach County Ethics Code, Lobbyist Registration requirements, and direction that needs to be provided to Town employees as soon as possible and cannot wait until the re-adoption on the Handbook by the Commission.

Commissioner Longtin requested that the line "Administrative Orders shall be provided to Town employees at any time and are expected to be adhered to by Town employees even prior to re-adoption of the Handbook by the Town Commission." be struck.

Commissioner Hockman concurred.

Human Resources Director Turner recommended language "Administrative Order shall be provided to the Town pursuant to Town Commission approval".

Commissioner Longtin agreed.

Town Manager Sugerman stated that Administrative Orders are not done by the Commission, but by the Town Manager.

Attorney Baird asked if the Town has Administrative Orders.

Human Resources Director Turner stated "yes" and that the previous Town Manager issued one (1) Administrative Order regarding the amount of time an employee has to report an accident.

Attorney Baird concurred that the language "Administrative Orders shall be provided to Town employees at any time and are expected to be adhered to by Town employees even prior to re-adoption of the Handbook by the Town Commission." be struck. He stated that if the Town Manager needs to issue an Administrative Order, then the Town Manager can do that whether it is called an Administrative Order or not.

Human Resources Director Turner stated that the remainder of the paragraph would be removed.

Commissioner Longtin stated that Section 3.17 Emergency Compensation provided that Non-Exempt full-time and part-time employees who are designated to work during the emergency be paid at two (2) times their regular rate of pay during the emergency period and asked if the other Commissioner wanted to pay part-time employee two (2) times their regular pay.

Commissioner Stevens stated that during emergency periods.

Vice-Mayor Rumsey asked why part-time was added in.

Human Resources Director Turner explained that it was added in to take into account that there are a number of part-time employees that have been called in during emergencies and it is an effort to treat these employees equally.

Vice-Mayor Rumsey asked if Human Resources Director Turner added the language or if she was directed to add the language.

Human Resources Director Turner stated that she added the language for consideration by the Commission.

Commissioner Longtin asked for each Commissioner to advise if they are ok with leaving in part-time employees.

Mayor DuBois stated that he would prefer if the original language was not changed.

Vice-Mayor Rumsey concurred with Mayor DuBois and that the addition of the word full-time and part-time was redundant and does not need to be in there.

Commissioner Hockman asked how often part-time employees are called in for an emergency.

Town Manager Sugerman stated that he would like to have the flexibility to call them in for an emergency whenever needed.

Commissioner Stevens stated that often FEMA compensates for those hours.

The Commission reached consensus to remove the additional language "full-time and part-time".

Commissioner Longtin stated that section 4.9 Annual Performance Evaluation provides that the Town reserves the right not to provide merit pay increases in the absence of sufficient Town finances and recommended that the language "in the absence of sufficient Town finances" be struck.

The Commission reached consensus to remove the language "in the absence of sufficient Town finances".

Commissioner Longtin stated that in Section 5.8 Computer Information Systems and Town Cell Phone Usage there has been a category added called Social Media and asked if the Town Attorney has reviewed this section. She asked if it is ok for an employee to have their Facebook page on Town computers.

Vice-Mayor Rumsey explained that this is not regarding personal Facebook pages, but regarding the Marina, Parks and Recreation, and Park Avenue Facebook pages.

Commissioner Longtin stated that section 5.8 Computer Information Systems and Town Cell Phone Usage provides that when an employee is operating a Town vehicle or off road equipment that the use of cellular phones shall be used with a hands-free device and that text messaging is strictly prohibited. She suggested changing it to no phone use in a moving vehicle.

Vice-Mayor Rumsey suggested that he would like added if an employee is caught text messaging that the employee is terminated.

Commissioner Longtin concurred.

Mayor DuBois stated that he uses “Siri” and text messages by voice.

Human Resources Director Turner explained that appendix “D” titled Town of Lake Park Cellular Phones and Mobile Communication Devices Policy further describes the cell phone policy and states that the use of a Cell Phones or Mobile Communication Devices while driving is strongly discouraged. The policy specifically provides that when driving a Town vehicle or off road equipment that the use of a Cell Phone or Mobile Communication Device shall be with a hands-free device, and that text messaging while driving a Town vehicle is strictly prohibited.

Commissioner Longtin suggested adding to the end of the last sentence “and shall result in dismissal”.

Attorney Baird stated that anything that is prohibited would have grounds for termination and suggested leaving the language the way that it is thus providing the Town Manager with the ability to evaluate the facts and circumstances of the incident and determine the appropriate disciplinary action. He stated that prohibiting the act accomplishes what the Commission would like to do and the implication of doing the action is that the employee would be subject to discipline and if appropriate termination.

Commissioner Longtin stated that Section 5.9 Use of Town Vehicle provides that Town vehicles may be used for transportation to and from an employee's residence in writing by the Department Head or the Town Manager” and stated that she thinks that it should be the Department Head “and” the Town Manager to assign Town vehicles.

Vice-Mayor Rumsey stated that he supports the existing language.

Commissioner Longtin read Section 5.11 Accepting Gifts and Gratuities “Over the course of the calendar year, Town employees are prohibited from accepting or asking for gifts worth more than \$100 in the aggregate from a person who the employee knows or should know with the exercise of reasonable care, is a vendor, lobbyist or any principal or employer of a lobbyist who sells or leases real or personal property, provides goods or services or lobbies the Town”. She suggested changing the language that employees are prohibited from asking for accepting gifts from anybody in relation to Town business.

Vice-Mayor Rumsey asked if this is the same language in the County Code of Ethics.

Human Resources Director Turner stated “yes”.

Mayor DuBois stated that he would like to see the information that has now been included in the Handbook that relates to the County Code of Ethics be removed and that the County Code of Ethics Ordinance be included by reference as an appendix. He does not think it is a good policy to amend the Handbook every time an Ethic rule is changed.

He explained that he thinks that the County Ethics Ordinance and Rules, Whistle Blower Policy, Bullying Policy and Inspector General Policy and Rules should be attached as an appendix because he find it prohibitive to have to amend the Handbook every time these policies and rules are changed.

Attorney Baird stated that the result of the Charter Amendments by the County is to make the provisions of the Commission on Ethics, Inspector General and Lobbyist Registration applicable to the cities and that putting any of those provisions into the Handbook is of no consequence because they are trumped by County regulations anyway. He stated that if they are added to the Handbook that the Town runs the risk of the provisions being inconsistent with the law. He stated that if there is anything in the Handbook that is a repetition of the County's Ethics regulations that it should be taken out.

Vice-Mayor Rumsey asked Attorney Baird if he has reviewed the Handbook.

Attorney Baird stated that he has reviewed as such of it as he can get through, but that he has not reviewed it in its entirety.

Vice-Mayor Rumsey asked if Attorney Baird's comments have been included in the revision.

Attorney Baird stated that he has not made any comments. He stated that he did not have any difficulty with the Handbook as it was written and he does not view the changes that have been provided to be substantive in nature. He stated that any reference to the County Ethics Codes and Inspector General Rules in the Handbook is legally ineffective because the Town employees are already governed by those laws at the County level.

Mayor DuBois asked if Whistle Blower Protection and Bullying is included in the County laws.

Attorney Baird stated that Whistle Blower Protection is covered under State and Federal law.

Commissioner Stevens suggested referencing the applicable codes and laws within the body of the Handbook to avoid conflict with any possible future changes and to be fluid with any changes made by the State or County.

Human Resources Director Turners stated that she is aware of what sections have been added per County or State law and that she can remove them and add the appropriate reference.

Commissioner Longtin stated that section 5.13 Employment of Relatives/Anti-Nepotism provides that Town employees who are members of the same immediate family may be employed in the same department or in the Town but may not supervise or authorize payroll for that relative.

Attorney Baird explained that as long as Department Heads are not hiring family members there is no violation of the State Statutes and that per the Town Charter all hiring and firing is done by the Town Manager.

Commissioner Longtin asked the Commission if they have an issue with the provision. She stated that she has an issue, but if the Commission does not then that is fine.

Commissioner Longtin stated that section 5.15 Political Activity prohibits the use of Town email servers and individual email accounts for political purposes and suggested changing it to the use of any Town equipment for political purposes is prohibited.

Human Resources Director Turner suggested, "using Town email servers, individual email accounts or any Town equipment for political purposes".

Commissioner Longtin concurred. She stated that section 5.17 Non-Solicitation prohibits unauthorized solicitation or distribution of non-work related literature and suggested that it stated that the Town Manager can authorize these activities.

Human Resources Director Turner stated that language can be added.

Commissioner Longtin stated that section 5.22 Town's Right to Perform Periodic Criminal Background Checks provides that Town may in its discretion periodically update an employee's criminal history background and asked if the employee should be advised prior to the background check is being performed.

Attorney Baird stated that by including it in the Handbook that the Town may perform periodic background checks the employees are on notice that a periodic background check may be performed.

Commissioner Longtin asked if the employee should be noticed after the background check is performed.

Attorney Baird stated that there is no requirement to notify the employee that a background check has been performed.

Commissioner Longtin stated that section 6.4 Medical Insurance Benefits provides that the Town shall pay to the extent financially feasible for the full cost of each full-time employee's medical insurance and may pay a set amount to be utilized for the employee's dependent care coverage and recommended that the language as per Commission directive be added.

Human Resources Director Turner suggested "The Town shall pay the cost of each full-time employees medical insurance pursuant to Commission direction and may pay a set amount for employee's dependent care coverage".

Commissioner Longtin asked about section 6.5 Dental and Vision Insurance and if there was suggested changes to the language.

Human Resources Director Turner suggested the removal of “to the extent financially feasible” and add “pursuant to Commission direction”. She explained that it is suggested that the same changes be made in section 6.6 Life Insurance.

Commissioner Longtin stated that in section 6.9 Vacation, Sick and Personal Leave under sick leave it states that sick leave may be taken to care for an immediate family member and immediate family member is defined as spouse, domestic partner, children, or parent and recommended expanding the language to include other family members such as grandparent. She suggested that language be added that the Town Manager can grant sick leave for other purposes.

Commissioner Stevens asked if the Family Medical Leave Act govern this area.

Attorney Baird stated that an employee could use personal or vacation leave to care for someone other than those listed under sick leave.

Commissioner Longtin stated that in section 6.11 Sick Leave Donation Program for an employee to be eligible to donate sick time that they must have at least 80 hours of sick leave of which a maximum of 40 hours can be donated and asked why the employee is being limited to what they can donate.

Vice-Mayor Rumsey suggested striking the referenced paragraph.

Commissioner Hockman concurred.

Commissioner Longtin stated that section 6.12 Leave of Absence without Pay requires that all leave be utilized before Leave Without Pay is authorized except in unusual circumstances and noted that she is concerned about the phrase “unusual circumstances”.

Commissioner Stevens stated that it provides discretion to the Town Manager.

Human Resources Director Turner asked if “unusual circumstances” should be struck.

Commissioner Stevens stated “no”.

Commissioner Longtin stated that section 6.13 Bereavement Leave specifies that bereavement is for immediately family and that she has an issue of limiting who employees can take time off for bereavement purposes. She suggested that in section 6.19 Military Leave that the employee be required to complete six (6) months of employment with the Town before being entitled to receive Military Leave and asked if the Town will attempt to provide employment upon their return.

Commissioner Stevens stated that there is Federal legislation governing Military Leave.

Commissioner Longtin stated that section 6.20 College Tuition Reimbursement provides that the Town will reimburse employees for coursework at accredited educational institutions related to their job and that the employee has to agree in writing to remain in the Town for 2 years after completion of last reimbursed class. However, there is no

requirement that the employee repay the Town for the reimbursement if they leave the Town before the 2 years.

Human Resources Director Turner suggested that "In the event that the employee does not remain in the Town's employment for 2 years following the completion of such course the employee will be required to repay the Town the amount of the reimbursement" be added.

Commissioner Stevens suggested that language be added to the written agreement that the employees signs.

Attorney Baird stated that the additional language would be better in the written agreement because it would be contractually binding.

Human Resources Director Turner stated that the Town has offered Tuition Reimbursement in the past and that language is in the written agreement.

Commissioner Longtin stated that section 7.16 Composition of Employee Complaint Review Committee (ECRC) provides for who shall be members of the Committee and asked if the Committee is subject to the "Sunshine Laws". She stated that she has an issue that the members of the Committee serve in an advisory capacity to the Town Manager and are appointed by the Town Manager.

Attorney Baird stated that the Committee is not subject to the "Sunshine" and that according to the Charter and Code the Town Manager has the exclusive authority to hire and fire employees therefore regardless of any decision of the ECRC that it is still the Town Manager's decision.

Commissioner Longtin stated that the ECRC is an exercise in futility and just in place so that the Town Manager could say they went through the motions.

Attorney Baird stated that he does not know the drafters intention but that it could be a means to allow employees to feel that they were in part judged by their peers before anything goes on to the Town Manager. He stated that the Town Manager has many people under his employ and that the Town Manager values their opinions and he does not think that any Town Manager would reject outright what a group of employees might have to say about their review of an employment situation.

Human Resources Director Turner stated that there have been instances that the ECRC's findings have come out against the action that a Department Head has taken against an employee.

Commissioner Longtin asked what "potential artificial barriers" in section 8.6 Equal Employment Opportunity Policy means.

Town Manager Sugerman provided an example that if the Town wanted to prohibit English speaking people from applying for employment at the Town then the Town would have all of the application in Latin.

Commissioner Stevens asked if Town Manager Sugerman had any thought regarding the merits of this exercise in light that the Commission changed the Charter and that this is still a Commission/Manager Form of Government.

Town Manager Sugerman stated that his over arching thought is that an Employee Handbook should be a guide to help employees understand their rights which in most instances exist somewhere else first in the United States Constitution, secondly in Federal Law, third in State Statutes, fourth in County Ordinances, fifth in the Town Charter and sixth in the Town Code. All the rights, benefits and privileges for all Town employees exists in all of those documents before the Employee Handbook. He stated that he thinks that the Employee Handbook should address those things that are not clearly defined by the preceding documents such as a prohibition against texting while driving. He suggested that the probation against texting while driving should be an Ordinance. He stated that he is not trying to crush this effort, but he is suggesting that most of the Employee Handbook exists in other documents except for some of the finer points and those finer points should be in the Employee Handbook.

Commissioner Longtin concurred.

Commissioner Stevens thanked Town Manager Sugerman for his prospective and stated that the Supreme Court of the United States would be number one for him, then followed by the other documents that Town Manager Sugerman provided.

Commissioner Longtin stated that section 8.8 Non-Discrimination/Harassment Complaint Procedures provides that a person's cannot be discriminated/harassed based on their "sincerely held religious practices" and asked for an explanation of "sincerely held religious practices".

Town Manager Sugerman stated that the Commission should look to the First Amendment of the United States Constitution.

Commissioner Longtin stated that this should not be in the Employee Handbook because it opens the Town to legal issues.

Town Manager Sugerman concurred.

Commissioner Longtin read the list of protected class in section 7.11 Category III – Grounds for Disciplinary Action.

Town Manager Sugerman explained that the list is provided by Federal Law.

Mayor DuBois stated that he does not know how to proceed from here. He stated that he is not sure that the Commission authorized the beginning of a Committee or provided the Committee direction to make changes and now he does not know how to proceed.

Vice-Mayor Rumsey stated that he thinks that the Handbook has come to this point because there were some well intention residents of the Town that stepped up and wanted

to help, but there was never a Committee formed by the Commission for this task. There was an Ad Hoc group of residents told to get with Human Resources Director Turner and look at the Handbook and he thinks that it grew to a much bigger scope of work than intended. He stated that he remembers members of the public coming forward and requesting that the overbearing abilities of the Town Manager and that the Commission agreed with them and the changes were brought back as an Ordinance that the Commission adopted. He stated then the Commission was brought the changes to the Handbook, which he thought was more changes than the Commission is planned. He stated that the work is appreciated, but he does not think that the Commission intended to go through all of this that he thinks the intention was to focused on the Town Manager responsibilities and abilities.

Commissioner Longtin thinks there has been good discussion regarding the Handbook and appreciated the residents and staff's work on the Handbook.

Vice-Mayor Rumsey stated that he agreed, but that he did not think that the Commission was looking to re-write the whole Handbook.

Commissioner Stevens stated that he thinks that the Employee Handbook falls largely in the purview of the Town Manager's responsibilities and asked him for his suggestion on how to move forward.

Commissioner Longtin suggested either bringing back the Handbook at the next meeting with changes or the Commission blesses it now and move on.

Vice-Mayor Rumsey stated that the problem is that he does not think that all of the members of the Commission want to bless all of the changes that have been made during the meeting.

Attorney Baird stated that sections 8.18; 8.9; 5.16; 5.13; 5.11; and 5.10 can be removed because they are referenced in laws elsewhere. He stated that the remaining changes are minor and Commissioner Longtin solicited the Commission for agreement. He stated that the Constitution, Federal Law, State Law, County Ordinance, Town Charter or Town Code all trump the Handbook.

Vice-Mayor Rumsey asked Attorney Baird for a recommendation on how to move forward on this item.

Attorney Baird recommended that the Commission approve the changes to the Handbook as discussed and consensus by the Commission was reached and deletion of sections 8.18; 8.9; 5.16; 5.13; 5.11; and 5.10.

Motion: A motion was made by Vice-Mayor Rumsey to amend the Employee Handbook as discussed and consensus reached by the Commission and to delete sections 8.18; 8.9; 5.16; 5.13; 5.11; and 5.10; Commissioner Hockman made the second.

Commissioner Stevens asked if it would be advantageous to reference the different laws, Ordinances, and charter provisions within the body of the document.

Attorney Baird stated “yes”.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois		X	

Motion passed 4-1.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman thanked Ms. Bernhard and Ms. Lloyd for their effort on the Handbook and that he hopes the Town Manager now and in the future will treat employees equally.

Vice-Mayor Rumsey wished Barbara Bursey well. He asked for the status on the Pirate’s Well restaurant, if it is a bar/restaurant or just a restaurant, if this is a second location, and if the restaurant will have extended hours after 2:00 am.

Community Development Director DiTommaso stated that the Pirate’s Well restaurant has applied for all interior renovation permits, sign permits, business tax receipt. She stated that they hope to be done with the interior renovations in a week and to be open within two weeks. She stated that it is full service restaurant and bar. She stated that it is an upscale version of the restaurant they have on A1A and that this will be a second location. She advised that the application stated that the daily hours would be 11:00 am to 2:00 am although the owners have voiced to her that they would probably be closed by midnight. She explained that the restaurant has a full liquor license and intend on selling liquor until 2:00 am and that by Ordinance in order to sell liquor after 2:00 am the restaurant must continue to serve food and that they do not intent to keep the restaurant open after 2:00 am.

Vice-Mayor Rumsey explained the Northlake Boulevard area is under the Northlake Task Force and that the Town abides by the signage rules adopted by the Northlake Boulevard Task Force through an Interlocal Agreement and therefore it is something that would need to be changes by all three (3) municipalities that are a part of the Task Force.

Mayor DuBois thanked Kim Delaney from the Treasure Coast Regional Planning Council for her presentation in Transit-Oriented Development at the Planning and Zoning Board meeting. He congratulated everyone who participated in the Olympics. He stated that regarding the vacancies at the Marina mentioned by Mr. Lloyd that the summer is typically the slow time for the Marina because people take the boats up north and hurricane insurance issues. He stated that he does not support the banner and feather signs and that based on information provided by Community Development Director DiTommaso that not many communities allow them except for special occasions.

Commissioner Stevens stated that only one other municipality in Palm Beach County permits feather flags, but recommended that he get with staff regarding what is allowed. He thanked Ms. Bernhard and staff for their work on the Employee Handbook.

Commissioner Longtin suggested that the Commission be allowed to address comments made by the public when they are at the podium because the Commission is now addressing comments when the person is no longer at the meeting. She stated that the Budget Workshop will be on Wednesday, August 22, 2012 at 6:30 pm. She encouraged residents to check out the Town's website at lakeparkflorida.gov and the calendar and noted that there is a lot going on especially at the Library.

Attorney Baird no comments.

Town Manager Sugerman corrected his statement that the Project Manager position discussed earlier is a part-time position not a full-time position. He stated that he will be using his Birthday Holiday on Thursday, August 16, 2012. He provided to the Commission the Final Recommended Fiscal Year 2013 Budget for the Budget Workshop on Wednesday, August 22, 2012 at 6:30 pm.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 11:08 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

BALLOT

Longtin
MAYOR COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST RE-APPOINTMENT AS A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant:	Yes	No
Candace MOSS (as regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Rumsey
MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST RE-APPOINTMENT AS A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant:	Yes	No
Candace MOSS (as regular)	<u>X</u>	<u> </u>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

S Hoekman
MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST RE-APPOINTMENT AS A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant:	Yes	No
Candace MOSS (as regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Tim Stevens

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST RE-APPOINTMENT AS A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant:

Candace MOSS (as regular)

Yes

No

X

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form


Meeting Date: August 15, 2012


Agenda Item No. Tab 12

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

SUBJECT: Appointment of Marina Task Force Members to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina

RECOMMENDED MOTION/ACTION: Each member of the Town Commission is being asked to appoint one citizen to serve on a Task Force to deal with Marina parking, traffic flow, and revenue generation issues.

Approved by Town Manager  Date: 8/8/12
DALE S. SUGERMAN / TOWN MANAGER 8/8/12
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # N/A	Attachments: None
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
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:

As previously discussed with members of the Town Commission, from time to time I am going to ask the Commission to appoint a project-specific task force of citizens to help the Town deal with on-going issues. The first task force that I am requesting be appointed is a:

MARINA TASK FORCE

Just as a reminder, this is how the citizen Task Force concept works. Each Task force has:

- A fixed beginning and a fixed ending time (no more than 6 months).
- Specific assignments of work.
- Staff support to the task force (led by the town manager).

The Task Force that is being requested to be created will have the following 3 assignments:

- 1) Dealing with parking at the Marina (including the configuration of the existing lot and better integration of the corner lot at US 1 and Silver Beach Road).
- 2) Dealing with traffic flow at the Marina (including abandoning the current right-of-way of Lake Shore Drive which cuts through the lower parking lot, reconfiguring the existing lot to accommodate the larger trucks and boat trailers, tearing down the existing wall, and integrating the corner lot).
- 3) Developing alternatives for enhancing revenues both through a reconfiguration of the existing lots, and finding a way to better utilize our daily boat launch ramp and supporting facilities.

Once the five members of the Marina Task Force are appointed by the Commission, I will call the first meeting of the Task Force and our six month period of time will begin.

Staff support for this Task Force include:

Jamie Hart- Marina Director
Dave Hunt- Public Works Director
Richard Pittman- Project Manager
Blake Rane- Finance Director

Exhibit "C"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012

Agenda Item No. Tab 13

- Public Hearing, Ordinance on First Reading, Resolution, Discussion/Possible Action, Ordinance on Second Reading, Bid/RFP Award, Presentation/Proclamation, Consent Agenda

SUBJECT: Authorizing the Mayor to Execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

RECOMMENDED MOTION/ACTION: Authorize the Mayor to execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

Approved by Town Manager [Signature] Date: 8/1/12
DALE S. SUGERMAN / TOWN MANAGER AUGUST 1, 2012

Table with 3 columns: Originating Department, Department Review, and Advertised. Includes fields for costs, funding source, attachments, and notification status.

Summary Explanation/Background:

Sheriff Ric L. Bradshaw and his Palm Beach County Sheriff's Office (PBSO) have offered to continue to provide police protection services to the Town of Lake Park for the fiscal year beginning October 1, 2012 and continuing through September 30, 2013. The cost for the next year of police protection services is \$2,571,200.00. This is the same cost compared to the current year. In all other respects the contractual relationship is not changing.

Attached to this agenda item is the original base agreement (October 1, 2001) which is now being proposed with its eighth addendum.

If the Commission desires to terminate the contract with PBSO, such termination would be governed by Section 11.1 Notice and Section 11.7 Termination of the base agreement. Section 11.7 reads as follows:

11.7 Termination. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

Should the Town Commission desire to cancel the proposed agreement prior to its expiration, it would have to provide PBSO with appropriate notice before March 29, 2013.

Exhibit "D"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012

Agenda Item No. Tab 14

- Public Hearing, Ordinance on First Reading, Resolution, Discussion/Possible Action, etc.

SUBJECT: Authorizing the Mayor to Sign an Agreement for Events Coordination with J.E.S. Production and Design.

RECOMMENDED MOTION/ACTION: Motion to authorize the Mayor to sign the agreement with J.E.S. Production & Design, dated August 2, 2012, for event coordination.

Approved by Town Manager [Signature] Date: 8/3/12
DALE S. SUBERMAN / TOWN MANAGER 8/3/12
Name/Title Date of Actual Submittal

Table with 3 columns: Originating Department, Department Review, and Advertisized. Includes checkboxes for various departments and a section for notifying interested parties.

Summary Explanation/Background:

The Town has a desire to ensure that certain traditional community-based events take place throughout the year. In the most recent years, Jennifer Spicer, the CRA's Economic Development Director has coordinated many of those events. Jennifer's position is being eliminated from the budget effective September 30, 2012 and therefore she will no longer be employed by the Town/CRA.

In order to not lose any continuity in the planning and carrying out of these traditional community-based events, and in order to use Jennifer Spicer's experience and contacts with event participants, we have been presented with an agreement from Ms. Spicer, through her firm (J.E.S. Production & Design) to provide the Town with:

- Event coordination
- Sponsorship involvement
- Vendor selection
- Full entertainment
- Event marketing/advertising
- Volunteer recruitment.

The proposed agreement (attached) outlines that J.E.S. Production and Design, as part of its event coordination responsibilities will:

- Provide all required insurance
- Obtain all necessary permits for the events
- Arrange for police and fire presence
- Coordinate the necessary support for events from the Department of Public Works.

The events which will be coordinated include:

- Weekly Green Markets
- BBQ Arts & Crafts
- St. Patrick's Day
- Italian Fest
- 4th of July celebration (not including fireworks)
- Seafood Festival
- A Park Avenue at Night monthly event.

All event coordination, including purchase of insurance, payment for permits, arrangements for police, fire, and public works support will be provided at no cost to the Town. J.E.S. Production and Design, however, will solicit and keep all vendor fees, all income from sponsors and any and all fees collected for the scheduled events. In addition, J.E.S. Production and Design requires that all income deposited year-to-date into the Town's Seafood Festival Account (#110-223-130) shall be transferred to J.E.S. Production and Design.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 4*

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

SUBJECT: Approval of Final Payment to Cutcher and Associates, Inc. in the amount of \$5,810.00 for prior professional services provided in support of Marina litigation.

RECOMMENDED MOTION/ACTION: Approve final payment of Invoice #1183 dated July 31, 2012 for work completed from January 5, 2012 until July 31, 2012.

Approved by Town Manager *DS* **Date:** *8/8/12*

DALE S. SUBERMAN / TOWN MANAGER *8/8/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 5,810.00 Funding Source: Repair Construction Deficiency Acct. # 401-57-579-800-46050	Attachments: -Invoice dated July 31, 2012. -Memo from Cutcher and Associates, Inc. requesting payment.
Department Review: <input checked="" type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <u><i>DS</i></u>
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>DS</i></u> Please initial one.

Summary Explanation/Background:

Cutcher and Associates, Inc. of Tequesta, FL provided a variety of services in support of the Town's Marina litigation. We have been presented with their final billing, covering the period of January 5, 2012 until July 31, 2012. Payment of this final bill will conclude our working relationship with Cutcher and Associates, Inc.

The account number used for this payment is the same account number where all litigation expenses have been charged in the past.

Cutcher and Associates, Inc.

Invoice

Tequesta Square
 752 U.S. Highway One
 Tequesta, FL 33469

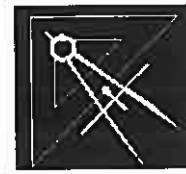
Date	Invoice #
7/31/2012	1183

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

No.	Terms	Project
2007-252	Due on receipt	

Quantity	Description	Rate	Amount
	ENGINEER		
12	Deposition review & comments provided to L. Cook: -Bill Huffman 3.5 hrs -Robert Cutcher 3 hrs -Tim Mason 5.5 hrs	220.00	2,640.00
6	Prepare & provide information on boat wake interaction to L. Cook	220.00	1,320.00
1.5	Provide questions for preparation of deposition for Bill Huffman to L. Cook	220.00	330.00
3.5	Research & provide documentation of vessel wake studies (PIANC) to L. Cook	220.00	770.00
	TECHNICIAN		
2.5	01.05.12-Printing and Binding Depositions (Cutcher, Mason, Huffman), file coordination	60.00	150.00
0.5	01.17.12-Phone calls, updating deposition progress etc. and file coordination	60.00	30.00
2	01.19.12-Preparing ledger of notes for deposition	60.00	120.00
1.5	01.23.12-Emails and calls about invoicing process after Maria was let go	60.00	90.00
0.5	02.14.12-Phone calls about Robert's time and availability	60.00	30.00
2	02.23.12-Emails, calls about mediation reset, printing documents and file coordination	60.00	120.00
0.5	02.28.12-Phone calls	60.00	30.00
1.5	03.01.12-Emails, calls about mediation times and Robert's schedule information	60.00	90.00
1	03.08.12-Emails and calls about Robert's availability for meetings	60.00	60.00
0.5	04.09.12-Emails and calls about meeting with Robert in our office	60.00	30.00
		Total	\$5,810.00

CUTCHER AND ASSOCIATES, INC.
Coastal Engineers



Voice: (561) 748-6745
Fax: (561) 748-6865
E-Mail: depth@gate.net

752 North US Highway 1
Tequesta, FL 33469

MEMO

To: Dale Sugerman

From: Erin Schonauer

CC: Robert Cutcher

Date: August 06, 2012

Subject: 07-052 Town of Lake Park Case

Mr. Sugerman,

Larry Cook is the attorney from Daniels, Kashtan, Downs, Robertson & Magathan, P.A. which was hired by the Town of Lake Park to represent the Town in their lawsuit against Applied Technology and Management, The Murphy Construction Company, Bridge Design Associates and Lumbermens Mutual Casualty Company. It was agreed that Robert would work with counsel to supply related documents, expert opinions and review of depositions in aiding the Town of Lark Park with the case. As you can see from the attached emails, Mr. Cook advised us to submit our invoicing to their office but we are unable to get any type of response back from him. Please let us know if there is any other information that you might need from our office to get this matter resolved in a timely manner.

Sincerely,
Erin Schonauer

752 US Hwy 1
Tequesta, FL 33469
Voice: (561) 748-6745
Fax: (561) 748-6865
Email: assistant@cutcherassociates.com

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 9/5/2012

Agenda Item No. Tab 5

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




SUBJECT: State Aid to Libraries Grant

RECOMMENDED MOTION/ACTION: Approve Submission of the application

Approved by Town Manager  Date: 8/28/2012

Karen Mahnk, Library Director
Name/Title

August 1, 2011
Date of Actual Submittal

Originating Department: Library	Costs: \$ 0 Funding Source: State Acct. # 700	Attachments: Grant Application with Resolution
Department Review: <input checked="" type="checkbox"/> Attorney <u></u> <input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <u></u> <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input checked="" type="checkbox"/> Library <u>KM</u> <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager <u></u>
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: Each year, the State Division of Library Services provides some level of support for Libraries throughout the State to help them operate for the citizens of Florida. An application form is required to apply for these funds, and based on the State Division of Library Services' anticipated revenue, this year's (Fiscal Year 2011-2012) allocation for Lake Park is estimated to be \$7,867. No match, other than the Library's regular operating budget, is required to receive this funding.

RESOLUTION NO.

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING SUBMISSION OF AN APPLICATION REQUESTING STATE AID TO LIBRARIES GRANT FUNDING FOR LIBRARY SERVICES AND PROVIDING REQUIRED ASSURANCES

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

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

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

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.

- Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.
- Section 10. The Town of Lake Park Public Library will continue to be operated at a minimum of forty (40) hours per week.
- Section 11. Attached hereto is Exhibit A, an Annual Plan of Service as approved by the Commission of the Town of Lake Park.
- Section 12. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.
- Section 13. This Resolution shall become effective immediately upon adoption.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**.STATE AID TO LIBRARIES
REQUIRED DOCUMENTS CHECKLIST
Form DLIS/SA05**

Submit by October 1, 2012 (postmark)

Library Name: Lake Park Public Library

Submit only those documents that have changed in the past year or that have not been filed before. If a document is already on file with the Division and is still current, do not submit a second copy.

Document	Document Attached	On File with Division	Not Applicable
1. Application Form – Form DLIS/SA01 or DLIS/SA02.	√		
2. Designation of the Single Library Administrative Unit.		√	
3. Designation of a Governing Body.		√	
4. Interlocal Agreements or Contracts.		√	
5. Verification of Governing Body Authority.		√	
6. Position Description of the Single Administrative Head.		√	
7. Certification of Credentials - Single Administrative Head - Form DLIS/SA03.		√	
8. Schedule of Library Hours.	√		
9. Long-Range Plan.		√	
10. Interlocal Agreements.		√	
11. Verification of Reciprocal Borrowing.		√	
12. Verification of Joint Planning.		√	
13. Financial Audit.	√		
14. Two Grant Agreements.	√		

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

FY 2012-2013 STATE AID TO LIBRARIES GRANT APPLICATION

Form DLIS/SA01

Submit by October 1, 2012 (postmark)

Check One: Single County Library
 Municipal Library
 County Participating in a Multicounty Library

The Town Of Lake Park
(Name of library governing body)

governing body for the Lake Park Public Library
(Name of county or municipal library)

Complete either Section 1A or 1B as applicable.

1A Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2010 and ending September 30, 2011 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2010 and September 30, 2011.

\$ 302,955.

Library Name: Lake Park Public Library

1B Certification of Local Operating Appropriations for New Libraries

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2012 and ending September 30, 2013 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2012 and September 30, 2013.

\$ _____ **NOT APPLICABLE**

SIGNATURES:

Library Finance Manager

Single Library Administrative Head

 Blake Rane
Typed Name

 Karen Mahnk
Typed Name

 August , 2012
Date

 July 19th, 2012
Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**EXPENDITURE OR APPROPRIATION REPORT
Form DLIS/SA01**

Library Name: Lake Park Public Library

Check Applicable

Expenditure Report – October 1, 2010 - September 30, 2011

Appropriation Report - October 1, 2012 - September 30, 2013

(Provide appropriation only, if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personnel Services	202,409	7501			209,910
30 Operating Expenses	98,635				98,635
60 Capital Outlay (Non-Fixed)	2,085				2,085
Other					
Total for the operation & maintenance of the library	302,955 <i>(Record this amount on page 1)</i>	7501			310,630

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					
---	--	--	--	--	--

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) Town Of Lake Park
(Name of library governing body)

Governing body for Lake Park Public Library
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
 - b. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated,
 - c. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
 - d. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - e. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
 - f. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.

- h. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- i. The GRANTEE hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- j. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- k. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part j, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 S. Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

1. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms

and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.

- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for

services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with any Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.

- q. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

THE DIVISION

 Chair of Governing Body or
 Chief Executive Officer

 Florida Department of State
 Division of Library and Information Services

 Typed Name

 Typed Name

 Date

 Date

 Clerk or Chief Financial Officer

 Division Witness

 Typed Name and Title of Official

 Division Witness

 Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**STATE AID TO LIBRARIES
REQUIRED DOCUMENTS CHECKLIST
Form DLIS/SA05**

Submit by December 1, 2012 (postmark)

Library Name: Lake Park Public Library

Submit only those documents that have changed in the past year or that have not been filed before. If a document is already on file with the Division and is still current, do not submit a second copy.

Document	Document Attached	On File with Division	Not Applicable
1. Annual Plan of Service.	√		
2. Budget.	√		
3. Summary Financial Report Form DLIS/SA04.	√		
4. Annual Statistical Report Form for Public Libraries.	√		

EXHIBIT "A"

Annual Plan of Service FY 2012-13

Activities and events

- Continue annual *Food for Fines* drive during November and December
- Augment Friends' Annual Book Sale by including participation of other community partners
- Continue promoting community participation by way of related public workshops
- Continue to actively seek feedback through promotion of suggestion box and surveys.
- Expand global activities at the library with *Library-Cam* to other countries
- Explore expanding *Library-Cam* model for use creating international book discussion groups
- Continue public recognition of Library supporters.

Collection Development

- Continue creating genre sections or *zones* for more popular subject matter.
- Expand general collection with a wider variety of media.
- Enhance Language Learning room to serve both literacy and foreign language needs.

Programs

- Continue expanding children's reading and story time events as the needs of the community grow
- Continue to expand partnering with local schools for library and community programs
- Expand Friends-sponsored promotions throughout the community
- Continue promoting *READ* poster program to community stakeholders
- Expand teen volunteer program with community partners
- Continue to provide both basic weekly basic computer classes and advanced seminars
- Expand partnerships for programs that promote literacy
- Create unique learning programs for youth and adults

Services

- Continue weekly basic and periodic advanced computer instruction on specific applications
- Expand days of operation from 4 days to 6 days
- Continue improving interior of library and renovation of the adult areas.
- Relocate circulation desk to better serve users
- Complete refurbishing of adult areas by the close of 2012
- Explore new automation solutions such as:
 - Cardless system
 - Additional digital media browsing kiosks
 - A *PCExpress Tech Center* area for instant computer tasks

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
2012 - 2013 STATE AID TO LIBRARIES GRANT APPLICATION
Summary Financial Report
Form DLIS/SA04**

File by December 1, 2012 (postmark)

COUNTY OR MUNICIPALITY Town Of Lake Park

LIBRARY NAME Lake Park Public Library

Check one: Single county or municipal library
 County participating in a multicounty library
 Multicounty library

The information submitted on this form is used to:

- Provide information on the use of State Aid to Libraries Grant funds by recipient libraries and how the funds benefit Florida residents. That information is reported to the State Legislature and the people of Florida.
- Provide an estimate of local funds expended centrally for the operation and maintenance of the applicant library or county during the year that ended September 30. That amount is used to prepare updated estimates for State Aid to Libraries Grant estimates for the upcoming year.
- Provide an estimate of local funds to be expended centrally for the operation and maintenance of the library for the current year. That amount is used for development of the Division's next Legislative Budget Request for the State Aid to Libraries Program.

PART A:

Local funds expended centrally on the maintenance and operation of a library during FY 2011-2012.

Exclude funds from federal or state governments and funds used for construction of a library building or quarters.

Total \$ _____

PART B:

Anticipated amount of local funds that will be expended centrally on the maintenance and operation of a library during FY2012-2013.

Exclude funds from federal or state governments and funds used for construction of a library building or quarters. The figure provided will be used to calculate State Aid estimates.

Total \$ _____

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 6*

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

SUBJECT: Authorizing the Mayor to Sign the FEMA Designation of Subgrantee's Agent Form.

RECOMMENDED MOTION/ACTION: Authorize the Mayor to Sign the FEMA Designation of Subgrantee's Agent Form.

Approved by Town Manager *DSS* **Date:** *8/15/12*
DALE S. SUBERMAN / TOWN MANAGER *8/15/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: N/A Acct. # N/A	Attachments: Designation of Subgrantee's Agent FEMA/Grantee Public Assistance Program form
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <i>DSS</i>
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>DSS</i> Please initial one.

Summary Explanation/Background:

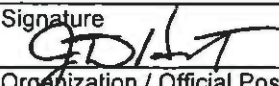
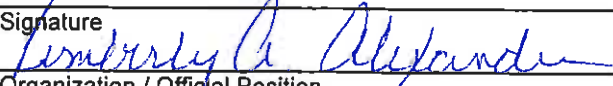
In the event that the Town of Lake Park experiences any type of disaster, should we desire to apply for reimbursement under the Federal Emergency Management Agency (FEMA) program for reimbursement, we need to be signed up as a sub-grantee through the Florida Division of Emergency Management.

Attached is a FEMA form which identifies David Hunt, Public Works Director as our primary agent authorized to submit reimbursement forms, with Kimberly Alexander, Public Works Department Administrative Assistant as our secondary agent. The form also designates Blake Rane as our Chief Financial Officer and me as the representative of the Commission/Town.


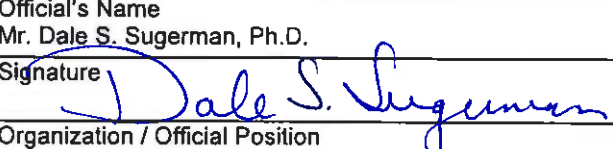
All of the signatures for the four individuals named above have been secured. The overall form now needs to be endorsed by the Town Commission. This action will be to authorize the Mayor to sign the same so that we can submit it to the Florida Division of Emergency Management.

**DESIGNATION OF SUBGRANTEE'S AGENT
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management**

Sub-Grantee
Lake Park, Town Of

Primary Agent	Secondary Agent
Agent's Name Mr. J. David Hunt	Agent's Name Ms. Kimberly A. Alexander
Signature 	Signature 
Organization / Official Position Town of Lake Park / Public Works Director	Organization / Official Position Town of Lake Park / Assistant to the Public Works Director
Mailing Address 650 Old Dixie Highway	Mailing Address 650 Old Dixie Highway
City ,Grantee, Zip Lake Park, FL 33403	City ,Grantee, Zip Lake Park, FL 33403
Daytime Telephone (561) 881-3345	Daytime Telephone (561) 881-3345
Facsimile Number (561) 881-3349	Facsimile Number (561) 881-3349
E-mail Address dhunt@lakeparkflorida.gov	E-mail Address kalexander@lakeparkflorida.gov

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.

Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name Mr. Blake K. Rane	Official's Name Mr. Dale S. Sugerman, Ph.D.
Signature 	Signature 
Organization / Official Position Town of Lake Park / Finance Director	Organization / Official Position Town of Lake Park / Town Manager
Mailing Address 535 Park Avenue	Mailing Address 535 Park Avenue
City ,Grantee, Zip Lake Park, FL 33403	City ,Grantee, Zip Lake Park, FL 33403
Daytime Telephone (561) 881-6651	Daytime Telephone (561) 881-3304
Facsimile Number (561) 881-3314	Facsimile Number (561) 881-3314
E-mail Address brane@lakeparkflorida.gov	E-mail Address dsugerman@lakeparkflorida.gov

Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes::
Florida Department of Community Affairs

Sub-Grantee's Fiscal Year (FY) Start
Month: October Day: First

Sub-Grantee's Federal Employer's Identification Number (EIN)
59 - 6000355

Sub-Grantee's FIPS Number (If Known)
099 - 38600 - 00

Sub-Grantee Authority/Board/Commission Signature

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 7*

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

SUBJECT: Award of Contract, Downtown Alleyway Irrigation & Landscaping, 7th to 8th Streets, Bid No. 106-2012

RECOMMENDED MOTION/ACTION: Approve Award of Contract to Chris Wayne & Associates, Inc. in the amount of \$29,765.00 and establish a 10% project contingency in the amount of \$2,616.50.

Approved by Town Manager *[Signature]* Date: *8/28/12*

Richard Pittman/CRA Project Manager August 24, 2012
Name/Title Date of Actual Submittal

Originating Department: Public Works	Costs: Up to \$32,381.50 Funding Source: Acct. No. 402-63100, Seacoast National Bank Loan	Attachments: Bid Tabulation, Advertisement, Bid Document, Bid Submittal Landscape Arch. Recommendation Purchase Order
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>BKP</i> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> Public Works <i>grod</i> <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <i>[Signature]</i>
Advertised: Date: July 15, 2012 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>[Signature]</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Town Commission is being asked to approve up to \$32,381.50 from Account No. 402-63100, Seacoast National Bank Loan, for the installation of irrigation and landscaping in the alleyway south of Park Avenue between 7th and 8th Streets.

The Downtown Alleyway Irrigation & Landscaping project, Town Bid No. 106-2012, was advertised for bid on July 15, 2012. Bids were opened on August 15, 2012 with three bids having been received (see attached bid tabulation). Chris Wayne & Associates, Inc. submitted the lowest, most responsive, responsible bid in the amount of \$26,165.00.

The project provides an irrigation system and landscaping in the newly constructed alleyway between 7th and 8th Streets. The irrigation water will be supplied from an existing well on the Community Garden site. A new pump and irrigation timer and connection to the well are included in this contract. This project is the final phase of construction funded by the Seacoast National Bank Loan.

The Town Commission may recall a discussion earlier this year regarding Ficus hedge and Whitefly eradication costs. The base bid for this alleyway hedge is based on Cocoplum. Having had the Ficus hedge discussion with the CRA Board and the Planning Board, with no definitive decision being made, Cocoplum was the recommendation of two landscape architects (Jeff Blakely and Jon E. Schmidt). The bid includes alternates for a choice of Silver Buttonwood, Green Arboricola, and Podocarpus as a hedge plant in place of Cocoplum. The alternate choices of hedge plant have an initial cost which exceeds Cocoplum. Other landscape materials to be used on the project are listed on the bid tabulation and are identified on the construction plan set attached as part of the bid documents.

Recommendation:

The recommendation is for the award of the base bid in the amount of \$26,165.00 plus Alternate IV, one year maintenance, in the amount of \$3,600 to Chris Wayne & Associates for a total contract award amount of \$29,765.00. The recommendation is also to establish a \$2,616.50 (10%) project contingency. Funds for the project are available from the Seacoast National Bank loan.

BID TABULATION
DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
TOWN OF LAKE PARK BID NO. 106-2012

SHEET 1 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CHRIS WAYNE & ASSOCIATES	GREEN CONST. TECHNOLOGIES, INC.	ARAZOZA BROS. CORP.
1	Indemnification	Job	1	\$ 100.00	\$ 100.00	\$ 100.00
2	Mobilization, Registration w/Town, Permit	L.S.	1	Incl.	\$ 900.00	\$ 3,000.00
3	Irrigation System Complete incl. valves, pressure test, as built.	L.S.	1	\$ 2,500.00	\$ 8,952.00	\$ 610.32
4	Irrigation Pump, suction & discharge piping, timer, contactor, electrical, support pad for pump.	L.S.	1	\$ 3,000.00	\$ 2,000.00	\$ 19,534.00
5	Excess soil removal/soil amendments	L.S.	1	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00
6	Trees					
	Dahoon Holly	EA.	10	\$ 3,350.00	\$ 3,000.00	\$ 2,750.00
	Sabal Palmetto	Ea.	9	\$ 2,025.00	\$ 2,475.00	\$ 1,890.00
	Root Barrier	Ea.	8	\$ 1,600.00	\$ 2,160.00	\$ 471.04
7	Cocoplum hedge	Ea.	286	\$ 2,574.00	\$ 2,860.00	\$ 3,146.00
8	Louisiana Red Copperleaf	Ea.	8	\$ 240.00	\$ 160.00	\$ 280.00
9	Dwarf Red Crown of Thorns	Ea.	278	\$ 1,946.00	\$ 1,390.00	\$ 2,224.00
10	Trinette Arboricola	Ea.	103	\$ 927.00	\$ 824.00	\$ 927.00
11	Sandankwa Viburnum	Ea.	62	\$ 620.00	\$ 744.00	\$ 558.00
12	St. Augustine Grass	S.F.	836	\$ 418.00	\$ 836.00	\$ 418.00
13	Melaleuca Mulch	S.F.	3,331	\$ 2,865.00	\$ 1,665.00	\$ 1,665.50
14	Miscellaneous (performance bond, utility locates, barricades, cleanup, monthly inspections, warranty & reports during warranty period.	L.S.	1	\$ 1,000.00	\$ 1,200.00	\$ 5,000.00
BASE BID: TOTAL ITEMS THRU 14				\$ 26,165.00	\$ 31,766.00	\$ 45,573.86

BID TABULATION

DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING

TOWN OF LAKE PARK BID NO. 106-2012

SHEET 2 OF 2

ITEM NO.	DESCRIPTION	CHRIS WAYNE & ASSOCIATES	GREEN CONST. TECHNOLOGIES, INC.	ARAZOZA BROS. CONST.
15	10% CONTINGENCY (10% of Base Bid)	\$ 2,616.50	\$ 3,177.00	\$ 4,557.39
TOTAL BID ITEM 1 THRU 15.....		\$ 28,781.50	\$ 34,943.00	\$ 50,131.25
	ALTERNATE I: Silver Buttonwood hedge in place of Item No. 7, (286-3gal., 24" o.c., 24" height) Contract Amount if Selected	\$ 286.00	Same Cost as Cocoplum	\$ 3,432.00
	ALTERNATE II: Green Arboricola hedge in place of Item No. 7, (286-3gal., 24" o.c., 24" height) Contract Amount if Selected	\$ 286.00	Same Cost as Cocoplum	\$ 3,146.00
	ALTERNATE III: Podocarpus hedge in place of Item No. 7, (381-3gal., 18" o.c., 24" height) Contract Amount if Selected	\$ 2,760.00	\$ 950.00	\$ 2,574.00
	ALTERNATE IV: One Year Maintenance	\$ 3,600.00	\$ 5,000.00	\$ 16,000.00

RECOMMENDED AWARD TO CHRIS WAYNE & ASSOCIATES FOR THE BASE BID PLUS ALTERNATE IV IN THE AMOUNT OF \$29,765.00
TOWN COMMISSION MAY DISCUSS AND APPROVE HEDGE MATERIAL ALTERNATE SELECTION FOR ADDITIONAL AMOUNT.

Bid Opening Date: August 15, 2012

Bid Tabulation Prepared By: Richard Pittman, CRA Project Manager



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 **#106-2012** was published in said newspaper in the issues of **July 15, 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 16th day of July, 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. 6810992
TOWN OF LAKE PARK
NOTICE TO BIDDERS
NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:
DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET
TOWN OF LAKE PARK
Town Bid No. 106-2012
The work shall generally consist of providing and installing a complete new mist head irrigation system for approx. 575 l.f. of hedge plantings, planting areas including small trees, shrubs, ground cover, soil amendment, sod and mulch. The installation of an irrigation pump on an existing well and misc. electrical work is included. The work is in a recently reconstructed alley south of Park Avenue between 7th & 8th Streets. The project allows 60 calendar days for completion.
Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., Wednesday, August 15, 2012 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.
Project Documents
Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday-Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.
Bids shall be submitted on the form(s) provided.
Bid Documents
Envelope containing bid must be sealed and be clearly marked, "Downtown Alleyway Irrigation & Landscaping, 7th to 8th Street, Bid No. 106-2012, due 11:00 a.m. Wednesday, August 15, 2012".
All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.
Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the Town of Lake Park in an amount equal to five percent (5%) of the bid, will be required. The successful bidder will be required to submit a Guaranty Bond in the form of a Performance and Payment Bond. In the amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A, Class VI or higher, as described in the instruction to Bidders.
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on Wednesday, August 15, 2012. Award of bid will be made at a Town Commission meeting.
All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.
All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.
Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.
The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.
Vivian Mendez Lemley, Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
July 15, 2012

BID FORM: No. 106-2012
DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET TOWN OF LAKE PARK

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BID** for this project is:

Twenty-eight thousand seven hundred eighty-one and fifty cents (\$ 28,781.50)

Completion: Sixty (60) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?

(Yes or No)

- Schedule of Bid Items Yes
- Acknowledge Addenda # ___ (if issued) N/A
- Bid bond (minimum of 5% of total bid (signed) Yes
- 1 Original and 2 copies of the following:
 - Bid Form (signed) Yes
 - Clarifications/Exceptions Yes
 - List of Subcontractors Yes
 - 'Drug Free Workplace Cert. (signed) Yes
 - List of References Yes
 - Licenses (copies of applicable licenses) Yes
 - Proof of Existing Insurance Coverage Yes
 - Noncollusion Affidavit of Prime Bidder Yes
 - Anti-kickback Affidavit Yes
 - Certification of Eligibility of General Contractor Yes
 - Certification of Nonsegregated Facilities Yes

NAME OF FIRM

Chris Wayne and Associates, Inc.

ADDRESS

15863 97th Dr. N. Jupiter FL
33478

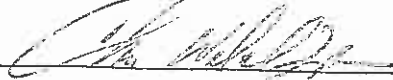
PHONE#

561.746.4225

FAX#

561.746.8991

AUTHORIZED SIGNATURE



NAME & TITLE (TYPED or PRINTED)

Christopher Wayne Dellago, RLA

POINT OF CONTACT EMAIL ADDRESS:

Chris@chriswayneinc.com

DATE:

8/14/12

TAX PAYER ID#:

201399029

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
TOWN OF LAKE PARK BID NO. 106-2012
SCHEDULE OF BID ITEMS**

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ 100.00
2.	Mobilization, Registration with Town, and Permits.	L.S.	1	—
3.	Irrigation system complete incl. valve boxes and pressure test, as-built	L.S.	1	2,500.00
4.	Irrigation pump, suction & discharge piping, timer, contactor, electrical, support pad for pump	L.S.	1	3,000.00
5.	Excess soil removal/soil amendments	L.S.	1	3,000.00
6.	Trees			
	a. Dahoon Holly	\$ 335.00 /Ea.	10	3,350.00
	b. Sabal Palmetto	\$ 225.00 /Ea.	9	2,025.00
	c. Root Barrier	\$ 200.00 /Ea.	8	1,600.00
7.	Cocoplum hedge	\$ 9.00 /Ea.	286	2,574.00
8.	Louisian Red Copperleaf	\$ 30.00 /Ea.	8	240.00
9.	Dwarf Red Crown of Thorns	\$ 7.00 /Ea.	278	1,946.00
10.	Trinette Arbuticola	\$ 9.00 /Ea.	103	927.00
11.	Sandankwa Viburnum	\$ 10.00 /Ea.	62	620.00
12.	St. Augustine Grass	\$.50 /S.F.	836	418.00
13.	Melaleuca Mulch	\$.86 /S.F.	3,331	2,865.00
14.	Miscellaneous (performance bond, utility locates, barricades, cleanup, monthly inspections, warranty & reports during warranty period)	L.S.	1	1,000.00

BASE BID: TOTAL ITEMS 1 THRU 14

\$ 21,165.00

15. 10% Contingency (10% of Base Bid)

\$ 2,616.50

TOTAL BID ITEMS 1 THRU 15.....

\$ 28,781.50

Written Amount Total Bid Items 1 thru 15:

Twenty-eight thousand seven hundred eighty-one and fifty cent

Please include price for the follow Alternates I thru IV. If hedge material is not available or contractor recommends another hedge material please so note on page 29, Clarification/Exceptions.

ALTERNATE I: Silver Buttonwood hedge in place of Item No.7, (286-3 gal., 24" o.c., 24" height).

Ⓢ Add/Deduct \$ 286.00

ALTERNATE II: Green Arbuticola hedge in place of Item No.7, (286-3 gal., 24" o.c., 24" height).

Ⓢ Add/Deduct \$ 286.00

(SCHEDULE OF BID ITEMS CONT.)

ALTERNATE III: Podocarpus hedge in place
of Item No.7, (381-3gal., 18"o.c., 24" height). Add \$ 2,761.⁰⁰

ALTERNATE IV: One year maintenance Add \$ 3,600.⁰⁰

Submitted By: Christopher Wayne Dellago, P.A.

Name of Firm: Chris Wayne and Associates, Inc.

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE
EASE BID.

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

Item No. 5 Excess soil removal/soil amendments – Total Price for this item includes the removal and disposal of excess soil needed to meet the grades necessary for the installation of sod, turf and proposed planting material along with the excavation required to provide a top dress of 2" in all planting beds and tilled to specification.

Total price includes the mixing of amendments or amended soil with existing soil around root balls of plants in order to bring soil to within specified topsoil requirements.

Disposal of subsoil removed from landscape excavations and replacement with topsoil would be \$7,600.00

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see 'Instructions To Bidders, 3C').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1)	n/a	
2)		
3)		
4)		
5)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/12

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

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

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BARRY S. GOLDSTEIN	954-340-8551 954-340-9456	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	F. X (F.C. No.):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED: CHRIS WAYNE AND ASSOCIATES INC 15863 97TH DR N JUPITER, FL 33478	INSURER A: WESTERN WORLD INS. CO. - HULL		13196
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NPP8045752	08/08/12	08/08/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	FIDELITY & SURETY LIABILITY <input type="checkbox"/> FIDELITY <input type="checkbox"/> SURETY <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Manually in HR) (yes) describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER LAKEP-1 TOWN OF LAKE PARK ATTN: BUILDING DEPARTMENT 535 PARK AVENUE LAKE PARK, FL 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2012

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

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

PRODUCER Work Comp Associates, Inc. P.O. Box 33297 Palm Beach Gardens, FL 33420-3297	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">CONTACT NAME:</td> <td>Michael D. Holleman</td> </tr> <tr> <td style="font-size: small;">PHONE (A/C, M, E):</td> <td>(561) 863-9581</td> </tr> <tr> <td style="font-size: small;">FAX:</td> <td>(561) 381-9745</td> </tr> <tr> <td style="font-size: small;">E-MAIL ADDRESS:</td> <td>mail@WorkCompAssoc.com</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="font-size: small;">INSURER A:</td> <td>BusinessFirst Insurance Company</td> </tr> <tr> <td style="font-size: small;">INSURER B:</td> <td> </td> </tr> <tr> <td style="font-size: small;">INSURER C:</td> <td> </td> </tr> <tr> <td style="font-size: small;">INSURER D:</td> <td> </td> </tr> <tr> <td style="font-size: small;">INSURER E:</td> <td> </td> </tr> <tr> <td style="font-size: small;">INSURER F:</td> <td> </td> </tr> </table>	CONTACT NAME:	Michael D. Holleman	PHONE (A/C, M, E):	(561) 863-9581	FAX:	(561) 381-9745	E-MAIL ADDRESS:	mail@WorkCompAssoc.com	INSURER(S) AFFORDING COVERAGE		INSURER A:	BusinessFirst Insurance Company	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:	Michael D. Holleman																						
PHONE (A/C, M, E):	(561) 863-9581																						
FAX:	(561) 381-9745																						
E-MAIL ADDRESS:	mail@WorkCompAssoc.com																						
INSURER(S) AFFORDING COVERAGE																							
INSURER A:	BusinessFirst Insurance Company																						
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							
INSURED Chris Wayne and Associates, Inc. 5863 97th Drive North Jupiter, FL 33478-9310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">NAIC#</td> <td> </td> </tr> </table>	NAIC#																					
NAIC#																							

COVERAGE: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDRESS	INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR SEVERAL REGULATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ DAMAGE TO RENTAL PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTO-MOBILE LIABILITY <input type="checkbox"/> ALL AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE NET (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UTILITY LIABILITY <input type="checkbox"/> OCCUR BUSINESS LIABILITY <input type="checkbox"/> CLAIMS-MADE DOLLAR RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PERSON PRIOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Waiver: / In NH) If yes, describe under DESCRIPTION OF OPERATIONS below				0521058290000	8/13/2012	8/13/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

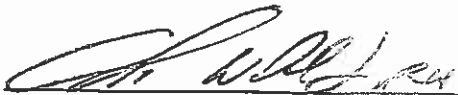
CERTIFICATE HOLDER Town of Lake Park Building Dept. 535 Park Avenue Lake Park, FL 33403-2698	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (EAL)
--	---

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Chris Wayne and Associates, Inc, maintains a drug-free workplace program, and that the following conditions are met:

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

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


Authorized Signature 8/14/12
(Date)

Christopher Wayne Dellago, Pres.
Name & title (typed)

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: Town of Ocean Ridge
Address: 6450 North Ocean Blvd.
Ocean Ridge, Florida 33435

Point of Contact: Mr. Ken Schenk, Town Manager
Phone Number: 561.732.2635
Fax Number: 561.737.8359

REFERENCE #2

Company/Agency Name: Town of Manalapan
Address: 600 South Ocean Blvd
Manalapan, FL 33462

Point of Contact: Mrs. Lisa Petersen, Town Clerk
Phone Number: 561-383-2541
Fax Number: 561-585-9498

REFERENCE #3

Company/Agency Name: Village of Tequesta (Parks Department)
Address: 345 Tequesta Dr.
Tequesta, FL 33469

Point of Contact: Mr. Greg Corbitt, CRRP, Director
Phone Number: 561.768.0473
Fax Number: _____



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbcc.com Tel: (561) 355-2272

****LOCATED AT****
 15863 97TH DR
 JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20161	B12.427501 - 07/17/12	\$27.50	B40028514

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

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

B2 - 681

CHRIS WAYNE ANS ASSOCIATES INC
 CHRIS WAYNE ANS ASSOCIATES INC
 15863 97TH DR N
 JUPITER, FL 33478-9310



LBTR Number: 200515865
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbcc.com Tel: (561) 355-2272

****LOCATED AT****
 15863 97TH DR
 JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0127 LANDSCAPING	DELLAGO CHRISTOPHER W		B12.417578 - 07/10/12	\$33.00	B40028512

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

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
 CHRIS WAYNE ANS ASSOCIATES INC
 15863 97TH DR N
 JUPITER, FL 33478-9310



LBTR Number: 201101001
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbcc.com Tel: (561) 355-2272

****LOCATED AT****
 121 W WINDSOR FIC
 JUPITER, FL 33469

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
53-0130 LAWN MAINTENANCE	DELLAGO CHRIS		B12.418257 - 07/11/12	\$33.00	B40025415

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

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE AND ASSOCIATES INC
 CHRIS WAYNE AND ASSOCIATES INC
 15863 97TH DR N
 JUPITER, FL 33478-9310



LBTR Number: 200504199
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

CERTIFICATE #
U-20161



EXPIRATION
09/30/2013

NAME : CHRISTOPHER W DELLAGO
FIRM : CHRIS WAYNE & ASSOCIATES INC

DBA :

15863 9TH DR N
JUPITER, FL : 3478

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Christopher Wayne Delgado
Who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is President of Chris Wayne and Assoc. Inc., the Bidder
that has submitted a proposal to perform work for the following project:

Contract # 106-2012 Project Name: Downtown Alleyway Irrigation and Landscaping
7th to 37th Street Town of Lake Park

(2) He is fully informed respecting the preparation of and contents of the attached Bid
and of all pertinent circumstances respecting such Bid:

(3) Such Bid 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
collision, 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 the
affiant.

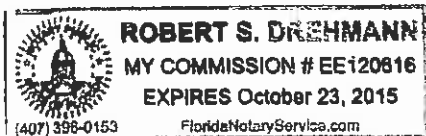
Christopher Wayne Delgado
Signature

Subscribed and sworn to (or affirmed) before me this 19 day of Aug, 2012 by
CHRIS WAYNE, who personally known to me or who has produced
as identification.

NOTARY SEAL:

Notary Signature: *Robert S. Drehmann*

Notary Name: _____
Notary Public-State of Florida



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Christopher Wayne DeLuca, who, after being by me first duly sworn, deposes and says:

(1) I am President of Chris Wayne and Assoc. Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract # 106-2012 Project Name: Down Town Alleyway Irrigation and Landscaping 7th to 13th Street Town of Lake Park

(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 Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Signature]
Signature

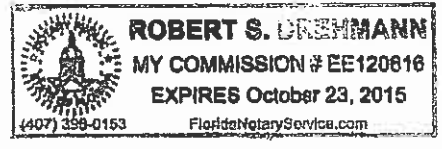
Subscribe and sworn to (or affirmed) before me this 14 day of AUG, 2012

By Chris Wayne, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary signature: [Signature]

Notary Name: _____
Notary Public-State of Florida



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

BEFORE ME, the undersigned authority, personally appeared Christopher Wayne Dellago who,

after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the President of Chris Wayne and Assoc. Inc., hereinafter after
referred to as the "General Contractor"; who submitted a proposal to perform work for the
following project:

Contract #: 106-2012 Project

Name: Down Town Alleyway Irrigation and Landscaping He/she is fully informed that the Proposal
submitted for work to be performed under the above mentioned contract, is being funded, in
whole or in part, by a Federally-assisted or insured contract; and

- (2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action-, and
- (4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract-, and
- (5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

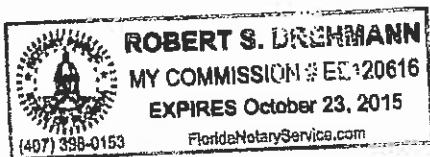
Signature

Subscribed and sworn to (or affirmed) before me this 19 day of Aug 2012 by
CHRIS WAYNE, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: [Handwritten Signature]

Notary Name: _____
Notary Public-State of Florida



CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Downtown Allegheny Irrigation and Landscaping
7th To 8th Street Town of Lake Park

Company Name and Address:

Signature: [Handwritten Signature]
Name & Title: President



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 19, 2011

Agenda Item No. *Tab 17*

- PUBLIC HEARING
- ORDINANCE ON FIRST READING
- ORDINANCE ON SECOND READING
- PRESENTATION/PROCLAMATION
- Other:
- RESOLUTION
- DISCUSSION/POSSIBLE ACTION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Authorizing Resolution for Loan to Fund Downtown Alleyway Improvements, 7th to 8th Street Drainage.

RECOMMENDED MOTION/ACTION: Approve Resolution.

Approved by Town Manager *Vin Lely* ^{for Maria Davis} Date: *10/13/11*
Anne M. Costello
 Anne M. Costello/Finance Director 10/13/11
Date of Actual Submittal

Originating Department: <p style="text-align: center;">Finance</p>	Costs: Annual Debt Service of \$57,073.58 for a term of 7 years Funding Source: Acct. # 402-72000 402-73000	Attachments: Resolution & Loan Agreement (Exhibit "A"), Attachments B & C
Department Review: <input type="checkbox"/> Attorney <i>yes see email attached</i> <input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>n/a</i> Please initial one.

Summary Explanation/Background: At the regular Commission meeting held February 16, 2011, by a vote of 4-0, the Town Commission approved engineering design services for downtown alley improvements between 7th and 8th Street to be performed by Simmons & White. (Attachment "B") The bid for construction was advertised June 26, 2011 and the Town is ready to award the first phase of this project to Rosso Paving & Drainage, Inc. later on this agenda. All relevant documents for the request for bid and subsequent submittals can be found attached to the Award of Bid agenda item. The total cost of the project is anticipated to be \$340,452 plus loan issuance costs in the amount of \$19,750.

This project is being funded with a loan secured by the Stormwater Utility Fund in the amount of \$350,000. Proposals were solicited from several banks, including Bank of America, SunTrust, BB&T and Seacoast National Bank. The only responsive proposal was received from Seacoast National Bank whereby the Town was approved for a loan in the principal amount of \$350,000. This will fund the cost of construction, landscaping, irrigation and issuance costs. Any unspent loan proceeds will be used to prepay and reduce the principal balance of the loan, thereby reducing interest costs over the life of the loan. Seacoast has offered a bank qualified tax-exempt loan, which means that they are able to provide a more competitive rate than would be obtained on the open commercial market. A more thorough explanation of the significance of a bank qualified tax-exempt obligation is attached (Attachment "C"). This loan is being offered at a tax exempt rate of 4% for a term of seven (7) years. Debt service has been budgeted within the Stormwater Utility Fund for this purpose.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 19, 2011

Agenda Item No. *Tab 18*

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

SUBJECT: Award of Bid of Downtown Alleyway Improvements, 7th to 8th Street, Drainage, Paving & Lighting, Town Bid No. 106-2011, to Rosso Paving & Drainage, Inc. in the amount of \$269,457.15.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Quinn M. Costello* Date: *10/13/11*
for M. Davies

Richard Pittman/CRA Project Manager
 Name/Title

October 12, 2011
 Date of Actual Submittal

Originating Department: Administration	Costs: \$ 269,457.15 Funding Source: Acct. # 402-63100	Attachments: Bid Tabulation Project Advertisement Contract Bid Documents
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: <u>Date: June 26, 2011</u> <u>Paper: Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>RP</u> <i>RP</i> Please initial one.

Summary Explanation/Background: Approximately two and one half years ago the Downtown alleyways were under construction to accomplish drainage, paving, dumpster enclosure construction and landscaping improvements. The alleyway south of Park Avenue between 7th and 8th Streets was omitted from the project due to pending property acquisition and demolition of apartment buildings adjacent to the alley. The vacant properties adjacent to the alley are now being used as a community garden.

On June 26, 2011 the Town advertised for bid a project to construct paving, drainage and lighting improvements including dumpster enclosures. A copy of this advertisement is attached. Fourteen bid packages were issued through the Town Clerk's office. Bids were opened on August 2, 2011

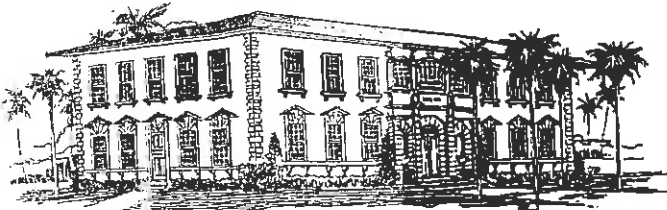
with five bids having been received. Rosso Paving & Drainage submitted the lowest responsive bid in the amount of \$269,457.15 (see attached bid tabulation).

The alleyway between 7th and 8th Streets has major problems with standing water days after a rainfall event. The Downtown Alleyway Improvements 7th to 8th Streets will widen the pavement width, recontour and resurface the alley from four feet north of the south right-of-way to the buildings on the north side of the alley. A concrete valley gutter will be constructed the length of the alley to aid in drainage flow and eliminate ponding of storm water. Two storm water catch basins will be installed along with 56 feet of drainage pipe and exfiltration trench. The construction of six dumpster enclosures and installation of 13 decorative LED light fixtures on decorative concrete poles are included in the construction. Landscaping and irrigation is not included in the contract and will be accomplished through a separately solicited bid. The contract allows 90 calendar days for completion. This drainage, paving, lighting project is expected to be complete in February, 2012 at which time the landscaping and irrigation installation contractor would commence work.

Simmons & White Engineers prepared the design and construction drawings at a cost of \$20,080. The remaining alley improvement project construction totals \$340,452.87 which includes construction plus a ten percent contingency (\$296,402.87), construction phase services performed by Simmons & White (\$4,050.00) and landscaping/irrigation budgeted at \$40,000. Sanitation will fund \$32,500 for the cost of the dumpster enclosures. The loan issuance cost is \$19,750. The storm water utility will fund the remaining \$327,702.87. These amounts are itemized below:

Bid Submitted By Rosso Paving & Drainage	\$269,457.15	
10% Construction Contingency	<u>26,945.72</u>	
Subtotal	\$296,402.87	\$296,402.87
Budget For Landscaping & Irrigation	\$ 40,000.00	←
Consultant Construction Phase Services	<u>4,050.00</u>	
Subtotal	\$ 44,050.00	<u>\$ 44,050.00</u>
TOTAL ESTIMATED CONSTRUCTION COST W/ CONTINGENCY		\$340,452.87
LESS CONTRIBUTION BY SANITATION FUND FOR DUMPSTER ENCLOSURES (\$ 32,500.00)		
LOAN ISSUANCE COST		19,750.00
ESTIMATED TOTAL FUNDING BY STORM WATER UTILITY		\$327,702.87

Rosso Paving & Drainage, Inc. has been in business for more than twenty-five years. The business is located in West Palm Beach, Florida. The company has years of experience in performing municipal projects. Award of the Downtown Alleyway Improvement project to Rosso Paving & Drainage, Inc. is recommended.



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE
 LAKE PARK, FLORIDA 33403
 (561) 881-3350 FAX (561) 881-3358

TO: 56627
 SIMMONS & WHITE INC
 5601 CORPORATE WAY, STE 200
 WEST PALM BEACH, FL 33407

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55190
DATE	06/18/12 PAGE NO. 1
DEPT. CODE	
REQUISITION NUMBER	

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	06/18/12
		TERMS NET

SPECIAL INSTRUCTIONS
 PROFESSIONAL LANDSCAPE ARCHITECT SRVS

THIS IS...
 AN ORDER A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROVIDE PROFESSIONAL SRS	402-63100	1.00	1700.00	1,700.00
2	TO PREPARE LANDSCAPE & IRRIGATION PLAN FOR DOWNTOWN ALLEYWAY, 7TH TO 8TH STREET. WORK PER PROPOSAL DATED JUN 15, 2010. NOT TO EXCEED \$1,700.00	402-63100	.00	.00	.00
8	REIMBURSABLES: PHOTOS, PRINTING, REPRODUCTION MILEAGE	402-63100	1.00	100.00	100.00
1	SIMMONS & WHITE OVERSIGHT	402-63100	1.50	160.00	240.00
TOTAL →					2,040.00

Final \$1,800.75

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.
 DELIVERIES WILL BE ACCEPTED
 MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

[Signature]
 APPROVED DIRECTOR of FINANCE

CRA Hedge Discussion

Richard Pittman

From: Jeff Blakely <jeff@blakelyla.com>
Sent: Wednesday, March 07, 2012 4:13 PM
To: Richard Pittman
Subject: Re: FYI Lake Park CRA Alleyway Hedge Material

Mr. Pittman,

Thank you for the information. I won't be able to attend the meeting on such short notice, but I think the **cocoplum a good choice**. The 'red tip' variety is a faster grower than the white (some call it green) variety, but use the 'white or green tip' much more frequently. One caveat, only trim the hedges a few times a year, and never without some small amount of supplemental fertilization like Miloganite. This native plant wants to be a little loose to look it's best and doesn't benefit from being too closely trimmed. Trim the hedges hard infrequently and allow them to recover into their normal loose and full leaved characteristic, without using gas shears on them in between the hard trimming.

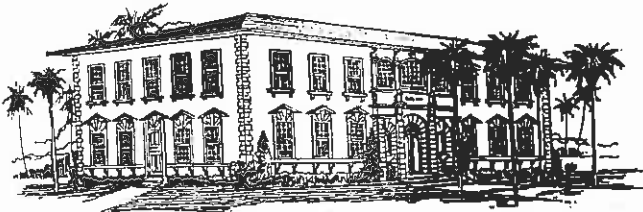
Another alternative (which until the recent problems with 'white fly' and 'spiral white fly' I wouldn't have considered), is just plain 'cast iron' once established..... green Schefflera arboricola.....not the variegated variety which is so overused these days. It's a very tough plant, with no particular preference for soil types, wet or dry feet etc. Although, it is not a native it is a contender because of it's xeriscape potential, and lack of pest difficulties.

I'm not certain what height you want to maintain these hedges, but cocoplum will easily grow 4-5' (will become a small tree if you allow it) and the arboricola any height up to 12-15'.

Hope this was helpful and thanks for keeping me in the loop.

Sincerely,

Jeff Blakely, ASLA
Florida Registered Landscape Architect #825



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE

LAKE PARK, FLORIDA 33403

(561) 881-3350 FAX (561) 881-3358

TO: 21755
CHRIS WAYNE & ASSOCIATES INC
15863 97TH DRIVE NORTH
JUPITER, FL 33478

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55201
DATE	08/23/12
DEPT. CODE	
REQUISITION NUMBER	402-129
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	08/23/12
		TERMS NET

SPECIAL INSTRUCTIONS
FINAL PHASE OF CONSTRUCTION/DOWNTOWN ALLEYWAY IMP

THIS IS...
 AN ORDER
 A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROVIDE LABOR, EQUIPMENT & MATERIALS TO PERFORM IRRIGATION & LANDSCAPING REQUIREMENTS OF TOWN BID: NO:106-2012, DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING 7TH TO 8TH ST	402-63100	1.00	26165.00	26,165.00
8	ONE YEAR MAINTENANCE TO BE APPROVED BY TOWN COMMISSION SEPT 5, 2012	402-63100	1.00	3600.00	3,600.00
				TOTAL	29,765.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

APPROVED DIRECTOR of FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.
DELIVERIES WILL BE ACCEPTED
MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

OWNER:

**TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL. 33403**

PROJECT:

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET
TOWN OF LAKE PARK**

Prepared by:

**TOWN OF LAKE PARK
Richard Pittman, CRA Project Manager
650 Old Dixie Highway
Lake Park, Fl. 33403
Tel. 561-881-3347
Fax 561-881-3349
Email: rpittman@lakeparkflorida.gov**

Town of Lake Park Bid No. 106-2012

Date of Bid Advertisement: July 15, 2012

**TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL. 33403**

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET
TOWN OF LAKE PARK**

Contract Documents

**Town of Lake Park Bid No. 106-2012
Date of Bid Advertisement: July 15, 2012**

PROJECT DATA

Project Title: Downtown Alleyway Irrigation & Landscaping, 7th St. to 8th St., Town of Lake Park

Project Number: Town Bid No. 106-2012
Project Location: Alley South of Park Avenue between 7th St. & 8th St. Lake Park Florida.

Project Owner: Town of Lake Park

Town Commission: James DuBois, Mayor
Kendall Rumsey, Vice-Mayor
Steve Hockman, Commissioner
Jeanine Longtin, Commissioner
Tim Stevens, Commissioner

Owner's Representative: Dale Sugerman
Town Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

Project Manager: Richard Pittman
CRA Project Manager
650 Old Dixie Highway
Lake Park, Florida 33403
Phone: (561)881-3347
Fax: (561)881-3349

END OF PROJECT DATA

TABLE OF CONTENTS

Page 1	Cover Page
Page 2	Begin Contract Documents
Page 3	Project Data
Page 4	Table of Contents
Page 5	List of Drawings
Pages 6 to 7	Notice to Bidders
Pages 8 to 9	Bidders Understanding
Pages 10 to 16	Instruction to Bidders
Pages 17 to 21	Contract Agreement Information
Pages 22 to 23	Contract Agreement
Page 24	Scope of Work
Page 25	Technical Specifications
Page 26	Bid Form
Page 27 & 28	Schedule of Bid Items
Page 29	Clarification/Exceptions
Page 30	List of Subcontractors
Page 31	Certification of Drug Free Workplace Program
Page 32	List of References
Page 33	Licensed (copies of applicable licenses)
Page 34	Proof of Existing Insurance Coverage
Page 35	Noncollusion Affidavit of Prime Bidder
Page 36	Anti-Kickback Affidavit
Page 37	Certification of Eligibility of General Contractor
Page 38	Certification of Nonsegregated Facilities

Separate from bound contract: Plan Sheets as listed on page 5, List of Drawings

LIST OF DRAWINGS

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH ST. TO 8TH ST.
TOWN OF LAKE PARK**

TOWN OF LAKE PARK
TOWN BID NO. 106-2012

SHEET NO.	TITLE
LP-1	Landscape Plan
LP-2	Landscape Specs.
IR-1	Irrigation Plan
IR-2	Irrigation Plan

The above plan sheets were prepared by Jon E. Schmidt and Associates

END OF LIST OF DRAWINGS

**TOWN OF LAKE PARK
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET
TOWN OF LAKE PARK
Town Bid No. 106-2012**

The work shall generally consist of providing and installing a complete new mist head irrigation system for approx. 575 l.f. of hedge plantings, planting areas including small trees, shrubs, ground cover, soil amendment, sod and mulch. The installation of an irrigation pump on an existing well and misc. electrical work is included. The work is in a recently reconstructed alley south of Park Avenue between 7th & 8th Streets. The project allows 60 calendar days for completion.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., Wednesday, August 15, 2012 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Downtown Alleyway Irrigation & Landscaping, 7th to 8th Street, Bid No. 106-2012, due 11:00 a.m., Wednesday, August 15, 2012".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. The successful bidder will be required to submit a Guaranty Bond in the form of a Performance and Payment Bond, in the amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instruction to Bidders.

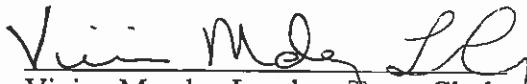
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on Wednesday, August 15, 2012. Award of bid will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.


Vivian Mendez Lemley, Town Clerk
Town of Lake Park, FLORIDA

Publish: Palm Beach Post
Sunday, July 15, 2012

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING 7TH TO 8TH STREET

TOWN OF LAKE PARK

Bid No. 106-2012 , Due 11:00 a.m. August 15, 2012

Attn: TOWN CLERK

PURPOSE OF BID

The sole purpose of this bid is to construct irrigation and landscaping improvements in the alleyway between 7th and 8th Streets south of Park Avenue as identified in the bid documents which include construction drawings as listed on page 5 of this document. Installation of landscaping and irrigation will be performed under a separate bid.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to not commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).
- Approved permit for the project.
- Receipt of a Town Purchase Order, referencing the project.
- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- *Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification Nonsegregated Facilities

ONE (1) ORIGINAL OR COPY of the following documents:

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

**Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. BOND REQUIREMENTS

A. BID BOND - If your bid price to perform the requirements of this solicitation is equal to or exceeds \$25,000, then you are required to submit a surety bond with your bid in the amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. PERFORMANCE AND PAYMENT BONDS- see 'Contract Agreement Information' section.

3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

4. BIDDERS SUBMITTING MORE THAN ONE BID

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. REJECTION OF BIDS

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. AWARD OF BID

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend

the next-highest Bidder, or that Bidder, which in the sole determination of the Town, offers the Town the next-best value and/or the most advantageous opportunity to construct the project.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

8. **RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

9. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

12. **ADDENDA -- CHANGES WHILE BIDDING**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. **DAVIS/BACON ACT**
NOT APPLICABLE

14. **PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Manager. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

15. **FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES NOT APPLICABLE**

17. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a): ('PUBLIC ENTITY CRIMES')**

'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 thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, receipt of a Town purchase order, or the start date as agreed. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50.00/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing.

20. **CONTRACT TIME**

The time for completion of the contract shall be sixty (60) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

CONTRACT AGREEMENT INFORMATION

1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. GENERAL CONDITIONS

"STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the "General Conditions" noted #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

A. Worker's Compensation:

1. State	Statutory
2. Employer's Liability	\$1,000,000

B. Commercial General Liability:

(Including Premises -- Operations; XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence \$1,000,000.
Annual Aggregate per job/contract \$2,000,000.

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person \$1,000,000.
Each Accident \$1,000,000.

2. Property Damage:

Each Occurrence \$1,000,000.

D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:

Owner -- TOWN OF LAKE PARK

E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.

F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881-3314).

G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.

H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the removal and disposal and coordination of the parts of the removal and disposal process without any costs to the Town.

PAYMENTS TO CONTRACTOR AND COMPLETION

The Town will be employing an engineer to perform inspections and approve applications for payment on this project. If the Town does engage an engineer or other Agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in

this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit, and all required paperwork is complete.

PERFORMANCE AND PAYMENT BONDS

All bonds must be submitted by the Bidder awarded the contract.

The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

CONTRACT TERMS

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.
- B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'

WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the

parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET
TOWN OF LAKE PARK
TOWN BID NO. 106-2012

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and _____ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 106-2012. All terms, conditions, plans and specifications of Bid No.106-2012, Addenda Nos. _____ and contractor's accepted bid, dated _____ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$ _____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2012; and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
James DuBois, Mayor
_____ day of _____, 2012

Vivian Mendez Lemley, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, Town Attorney
_____ day of _____, 2012

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Signature

Print Name, Title

_____ day of _____, 2012

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2012 by

_____ who (check one) [] is personally known to me or
[] has produced _____ as identification.

Notary Public, State of _____

Print or Type Name of Notary Public

My commission expires:

SCOPE OF WORK

Downtown Alleyway Irrigation & Landscaping 7th to 8th Street

- **Insurance Certificate and Performance & Payment Bond to be bound in contract in preparation for execution of contract.**
- **Registration with Town and Town Permit. Permit fee will be waived.**
- **Provide labor, equipment and materials to install Irrigation & Landscaping improvements as identified in four sheet plan set prepared by Jon E. Schmidt and Associates and schedule of bid items.**
- **Site cleanup.**
- **Warranty w/monthly inspection report unless Alternate IV is selected.**

NOTE: Alternates to Cocoplum as a hedge plant selection have been added to plans by the Town.

Questions/Clarifications to these specifications and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to attend the non-mandatory Pre-bid Meeting. Bidders are encouraged to visit the project site so that local conditions are known and considered.

Questions/Clarifications to these specifications and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

BID FORM: No. 106-2012
DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
7TH TO 8TH STREET TOWN OF LAKE PARK

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BID** for this project is:

_____ (\$ _____)

Completion: Sixty (60) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?

(Yes or No)

- Schedule of Bid Items _____
- Acknowledge Addenda # ____ (if issued) _____
- Bid bond (minimum of 5% of total bid (signed) _____
- 1 Original and 2 copies of the following: _____
- Bid Form (signed) _____
- Clarifications/Exceptions _____
- List of Subcontractors _____
- 'Drug Free Workplace Cert. (signed) _____
- List of References _____
- Licenses (copies of applicable licenses) _____
- Proof of Existing Insurance Coverage _____
- Noncollusion Affidavit of Prime Bidder _____
- Anti-kickback Affidavit _____
- Certification of Eligibility of General Contractor _____
- Certification of Nonsegregated Facilities _____

NAME OF FIRM _____

ADDRESS _____

PHONE# _____ FAX# _____

AUTHORIZED SIGNATURE _____

NAME & TITLE (TYPED or PRINTED) _____

POINT OF CONTACT EMAIL ADDRESS: _____

DATE: _____ TAX PAYER ID#: _____

**DOWNTOWN ALLEYWAY IRRIGATION & LANDSCAPING
TOWN OF LAKE PARK BID NO. 106-2012
SCHEDULE OF BID ITEMS**

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization, Registration with Town, and Permits.	L.S.	1	_____
3.	Irrigation system complete incl. valve boxes and pressure test, as-built	L.S.	1	_____
4.	Irrigation pump, suction & discharge piping, timer, contactor, electrical, support pad for pump	L.S.	1	_____
5.	Excess soil removal/soil amendments	L.S.	1	_____
6.	Trees			_____
	a. Dahoon Holly	\$ _____ /Ea.	10	_____
	b. Sabal Palmetto	\$ _____ /Ea.	9	_____
	c. Root Barrier	\$ _____ /Ea.	8	_____
7.	Cocoplum hedge	\$ _____ /Ea.	286	_____
8.	Louisian Red Copperleaf	\$ _____ /Ea.	8	_____
9.	Dwarf Red Crown of Thorns	\$ _____ /Ea.	278	_____
10.	Trinette Arbutus	\$ _____ /Ea.	103	_____
11.	Sandankwa Viburnum	\$ _____ /Ea.	62	_____
12.	St. Augustine Grass	\$ _____ /S.F.	836	_____
13.	Melaleuca Mulch	\$ _____ /S.F.	3,331	_____
14.	Miscellaneous (performance bond, utility locates, barricades, cleanup, monthly inspections, warranty & reports during warranty period)	L.S.	1	_____

BASE BID: TOTAL ITEMS 1 THRU 14 \$ _____

15. 10% Contingency (10% of Base Bid) \$ _____

TOTAL BID ITEMS 1 THRU 15..... \$ _____

Written Amount Total Bid Items 1 thru 15:

\$ _____

Please include price for the follow Alternates I thru IV. If hedge material is not available or contractor recommends another hedge material please so note on page 29, Clarification/Exceptions.

ALTERNATE I: Silver Buttonwood hedge in place of Item No.7, (286-3 gal., 24" o.c., 24" height). Add/Deduct \$ _____

ALTERNATE II: Green Arboricola hedge in place of Item No.7, (286-3 gal., 24" o.c., 24" height). Add/Deduct \$ _____

(SCHEDULE OF BID ITEMS CONT.)

ALTERNATE III: Podocarpus hedge in place Add \$ _____
of Item No.7, (381-3gal., 18"o.c., 24" height).

ALTERNATE IV: One year maintenance Add \$ _____

Submitted By: _____

Name of Firm: _____

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE
BASE BID.

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____, maintains a drug-free workplace program, and that the following conditions are met:

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

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

Authorized Signature

(Date)

Name & title (typed)

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

REFERENCE #2

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

REFERENCE #3

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

**INCLUDE PROOF OF PROPER LICENSING
(APPLICABLE LICENSING TO PERFORM THE
REQUIRED SERVICES)**

INCLUDE PROOF OF EXISTING INSURANCE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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 is _____ of _____, the Bidder
that has submitted a proposal to perform work for the following project:

Contract # _____ Project Name: _____

- (2) He is fully informed respecting the preparation of and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid 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 the affiant.

Signature

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 2012 by _____, who personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

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:

Contract # _____ Project 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 Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribe and sworn to (or affirmed) before me this ____ day of _____, 2012

By _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

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 the _____ of _____, hereinafter after referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project

Name: _____ He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action, and

(4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract, and

(5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

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.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: _____

Company Name and Address:

Signature _____
Name & Title

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012 Agenda Item No. *Tab 8*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

SUBJECT: Discussion Regarding the Advisability of Holding the Regularly Scheduled November 21st Commission Meeting on the Night Before the Thanksgiving Holiday.

RECOMMENDED MOTION/ACTION: Discuss the advisability of holding the regularly scheduled November 21st Commission meeting on the night before the Thanksgiving holiday.

Approved by Town Manager *[Signature]* Date: *8/7/12*

Name/Title _____ Date of Actual Submittal _____

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: N/A Acct. #	Attachments: None
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager <u><i>[Signature]</i></u>
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>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

The second regularly scheduled meeting of the Town Commission during the month of November falls on Wednesday, November 21, 2012. This is the evening before the long Thanksgiving holiday weekend. This agenda item is being placed before the Town Commission for purposes of discussing the advisability of holding the meeting the night before the long holiday weekend.

The Town staff will be prepared to schedule the meeting, we will prepare all of the necessary background materials, and will be in attendance at the meeting to answer any questions on pending agenda items.

On the other hand, the Commission might want to be sensitive to the issue of citizens not being able to attend this meeting because they are possibly out of town and traveling for the holiday weekend.

Should the Town Commission decide to cancel the meeting, staff will make sure than any agenda items that might have normally come up during the third week of November are either scheduled for the first meeting in November (11/7/12) or the first meeting in December (12/5).

Board Membership

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 9*

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

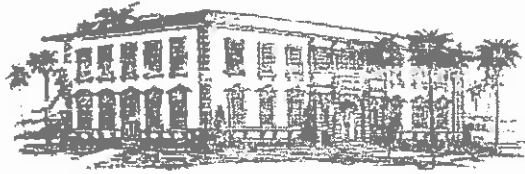
SUBJECT: Board Membership Appointment for the Planning & Zoning Board

RECOMMENDED MOTION/ACTION: To appoint one (1) alternate member to the Planning & Zoning Board.

Approved by Town Manager *DSS* Date: *8/29/12*
Vin Lely *August 29, 2012*
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: Board Membership Applications Resume Ballot
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>V.M.C.</i> <input type="checkbox"/> Town Manager _____
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>V.M.C.</i></u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The Planning and Zoning Board has one alternate membership that is open. The Town Clerk's Office has received three (3) applications for the appointment of one alternate member to the Board which are attached for review. The ballot is attached as well.



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.

Please print the following information:

Name: Bernhard, Diane N/A
Last First Middle

Address: 301 Lake Shore DR, #203, Lake Park, FL 33403

Telephone: home 844-1333 work N/A cell 707-7057

E-Mail Address dianebernhard@comcast.net

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

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

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

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

Your Name: Diane Bernhard

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

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

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

What is/was your profession or occupation: _____

How long: _____

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

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

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: Diane Bernhard Date: 8/23/12

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

1. Planning and Zoning: The recent discussions about (re) development of the waterfront pointed out to me the necessity for citizen participation on all levels of community change. I believe it is important to have a board that represents the community and that will strive for fairness and impartiality. I believe that a board member should represent the values and goals of the community. I believe that a board member who is dedicated to preserving and improving the community's quality of life is of primary importance to the community.

2. (If there were such a board) Harbor Marina Advisory Board: See above. For twelve years, I lived aboard a boat in marinas in South East Florida and visited many of the marinas along the eastern seaboard of the US and in the Bahamas. I also managed the administrative end of a charter fishing business. I have first-hand knowledge of how to run a tournament and what it takes to make a marina safe and attractive to both permanent slip renters and daily visitors.

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

Five CRA meetings. (There was no meeting in July.) I attended 2 P & Z meetings over a period of 12 months.

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

High school and some college. Vocational training in massage. Continuing education in massage -- especially biological sciences.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee.

I have been professionally engaged in public speaking; teaching in post-secondary schools and researching, writing and presenting continuing education programs. As the Director of a Massage School I successfully juggled recruitment, administrative, curricular and teaching responsibilities.

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

I am chairperson of two boards in my condominium -- The Screening and Orientation Committee and the Parking Committee. I write all letters and documents pertaining to these committees.

Screening Committee: Duties include gathering, organizing and reviewing information, scheduling appointments, and chairing interviews with prospective residents.

Parking Committee: Duties include informing people of the parking rules, ticketing inappropriately parked vehicles and arranging to have repeat offender's

vehicles towed. Needless to say – this gives me ample opportunity to remain calm while under fire.

I believe in community participation. We cannot complain if we have not made our views heard. Communities are best served when input from the citizens is combined with the skills offered by elected and employed officials. I can pay attention to details and keep to a point. I have conflict management skills. I do not confuse the person with the problem. I can hear all voices, not just the loudest ones. I can read and understand documents and put the information to use.

I believe it is important to have a board that represents the community and that will strive for fairness and impartiality. I believe that a board member should represent the values and goals of the whole community. I believe that a board member who is dedicated to preserving and improving the community's quality of life is of primary importance to the community.

Your Name: Kim Castro

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

I am a certified land planner and LEED accredited professional. I am able to serve the community by participating on the P&Z Board.

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

Your educational background: (High school, College, Graduate School or other training)
MPA in Public Administration with a concentration in environmental growth management

What is/was your profession or occupation: Certified Planner / Land Use Expert

How long: 20+ years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I have both public and private sectoring planning experience. Past President and Charter Member of Lake Park Historical Society

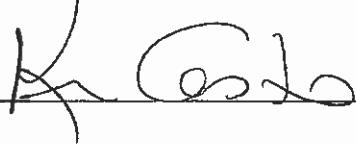
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Previously served on Tree Board and coordinated Arbor Day celebrations; Active in bond referendum public information/campaigning; served on Lake Park's AYSO (soccer) league as Treasurer and Coach; serve as Officer in Florida Chapter of APA

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: _____



Date: _____

8-28-12

SUBMIT

KIMBERLY K. GLAS-CASTRO, AICP LEED AP
230 East Ilex Drive
Lake Park, Florida 33403
H: (561) 842-0734
C: (561) 758-7551
kglascastro@bellsouth.net

LAND USE EXPERT AND PROFESSIONAL PLANNER

- Accredited since 1992 by the American Institute of Certified Planners
- Certified by Florida Supreme Court as a County Court Mediator in 2004
- Certified as a LEED AP by USGBC in 2008

Experience includes:

Professional Planning Services including preparation of due diligence/entitlement reports and compilation of applications, including plat note amendments, land use plan amendments, rezoning, variance and development order applications and associated justification statements

Project Management and Facilitation including negotiating conditions of approval, exactions, dedications, developer's agreements, and permit expediting, together with representation before committees, boards and elected officials

Land Use Expert Testimony, including analyses and preparation of written/verbal opinions, pre-hearing consultations, expert witness testimony

Special Studies including economic analyses, visioning, annexation studies, corridor studies, grant writing, infrastructure and capital improvement plans, comprehensive planning, including evaluation and appraisal reports

WORK EXPERIENCE

Conrad & Scherer

Certified Land Planner

September, 2011-Present

Provide professional planning perspective in land use and litigation matters, and provide assistance to attorneys as needed.

Independent Planning Consultant

August, 2011 - Present

Provide a variety of professional planning and project management services, land use expert testimony, mediation, government approval facilitation.

Ruden McClosky

April, 2000 - August, 2011

Certified Land Planner and LEED Accredited Professional

MAJOR RESPONSIBILITIES

Non-attorney Professional in Government Procurement, Land Use and Environmental Department.

Retained as Land Use Expert for administrative hearings and land use disputes.

Serve as Project Manager to compile, coordinate, negotiate and obtain necessary governmental approvals and permits for clients' development projects, including land use and comprehensive plan amendments, developments of regional impact, rezoning, zoning ordinances, variances, code enforcement/special master issues, plats and building permits.

Serve as Mediator in land use disputes and growth management conflicts.

Assist Land Use and Real Estate Attorneys with various projects including government procurement; due diligence investigations, preparation/coordination of Agreements, Easements, Covenants, Licenses and other documentation required of clients' development approvals.

City of Palm Beach Gardens, Florida 12/89 - 4/00

Planning & Zoning Division

Last Position: Principal Planner, Comprehensive Planning and Special Projects Section

Temporary Positions: Acting Planning & Zoning Director April - July, 1997; Acting Code Enforcement Supervisor June - August, 1998

MAJOR RESPONSIBILITIES

Represented City in Intergovernmental Plan Amendment Review Committee (IPARC) and Countywide Issues Forum

Responsible for coordinating and supervising the city's long-range planning efforts, which included:

Comprehensive Planning, Code Development, Zoning and Site Plan Review, Annexation, DRIs, Intergovernmental Coordination, Special Projects (grants, RFPs, 'visioning', impact fee preparation, geographical information system (GIS) development, parkway program, misc. studies)

Assist Growth Management Director with administrative functions, including budget preparation, personnel efforts, organizational modifications, citizen services and City Council support.

Palm Beach County, Florida 7/88 - 12/89

Planning, Zoning, and Building Department
Comprehensive Planning Division
7/88-4/89 Planner
4/89-12/89 Senior Planner

MAJOR RESPONSIBILITIES:

Active in Update of Comprehensive Plan.
Acted as Public Information Officer - Comp Plan.
Coordinated development of ORC Response document.
Land Use/Population Projections - coordinated inter-agency data collection and tabulation projects.
Supervisor of Summer Interns.
Handled Census Designated Place Program.
Team Leader on Land Use Atlas Project- public participation.
Responsible for review of Westgate Community Redevelopment Agency Plan.

City of Margate, Florida 5/86 - 4/88*
City Manager's Office
Administrative Intern to the City Manager
1/87 - 2/88 Acting Personnel Officer
5/86 - 2/88 Administrative Intern to the City Manager

MAJOR RESPONSIBILITIES:

Assisted Manager with daily workload.
Undertook research for managerial projects.
Assisted in preparation of annual budget.
Overviewed Development Review Committee meetings.
Assisted City Planner with long-range planning studies.
Coordinated Civil Service.
Managed Personnel Department.
Participated in collective bargaining negotiations.
Handled employee grievances.
Assisted in reclassification of positions and development of pay plan.
Assisted with resident complaint resolution.

City of Fort Lauderdale, Florida 1/87 - 6/87
Planning and Zoning Department
Planning Intern Long-Range Planning Division

MAJOR RESPONSIBILITIES:

Collected land use and demographic data for update of Downtown Development Plan.
Prepared text and diagrams/maps for Plan.

City of Margate, Florida 5/85 - 8/85

City Manager's Office
Administrative Intern

MAJOR RESPONSIBILITIES:

Generated Development Review Handbook.
Assisted in Quad-County Salary Survey.
Participated in collective bargaining negotiations.
Assisted with resident complaint resolution.

EDUCATION

Florida Atlantic University, Boca Raton, Florida
Master of Public Administration December, 1987
Concentration: Environmental Growth Management

Illinois State University, Normal, Illinois
Bachelor of Arts May, 1986
Majors: Political Science and Spanish
Concentration: Public Service

SPECIAL SKILLS

Certified by Supreme Court of Florida as a MEDIATOR
LEED Accredited Professional
Certified by American Institute of Certified Planners
Computer skills in various wordprocessing, spreadsheet and
presentation softwares; competent in use of Internet as
research and communication tool
Public speaking skills

HONORS & AWARDS

Environmental Growth Management Fellowship
Pi Alpha Alpha, National Public Administration Honor Society
Competent Toastmaster, Toastmasters International

PROFESSIONAL ASSOCIATIONS

American Planning Association (currently serving as Immediate
Past President and 2011 Conference Committee Chairperson,
Florida Chapter) (formerly served as Chair, Treasure Coast
Section, Florida Chapter and Vice President-Section Affairs,
Florida Chapter)
American Institute of Certified Planners
Palm Beach County Planning Congress
Lake Park Historical Society, Past President
South Florida Chapter, USGBC

Your Name: Eugene ZURAVLOV

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

Community Involvement

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)

COLL school

What is/was your profession or occupation: Lawyer

How long: 1 yr

Please indicate employment experience that you feel relates to your desired service on an

advisory board or committee: FIELD WORK THROUGHOUT BUSINESS
INTERACTION

Please indicate other general experience or community involvement that you feel qualifies you to

serve on the boards you have chosen: SOCIAL, CULTURAL SUBCOMMITTEE

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:  Date: 7-25-12

Eugene Zuravlov, J.D.
128 East Jasmine Drive
Lake Park, Florida 33403
251-455-8329

Professional Statement: Focused, efficient, disciplined strategic thinking professional, who continuously installs quality into every process, creating lean results and competitive advantage.

Professional Summary: Experienced in drafting and/or arguing:

- Various Complaints
- An Answer
- Various Memoranda of Law
- Various motions (i.e. Summary Judgment, Compel, 12(b)(6))
- Discovery requests
- Appellate Brief

Conducted three simulated direct examinations

Conducted a simulated opening statement

Conducted a simulated cross examination of an expert witness

Provided simulated legal advice to two artificial clients

Proficient on WestLaw

EDUCATION

Massachusetts School of Law, Andover, MA

Juris Doctor, June 2011

California State University, Northridge, CA

BS, Business Administration, Option Business Law, Minor: Philosophy, August 2007

G.P.A. 3.00

EXPERIENCE

Independent

9/1/07 – Present

Intensive business field applications.

Legal Assistant

9/30/11-5/4/12

(Retired)

Social Security Administration – ODAR, Mobile, AL

Processed, and Exhibited electronic Records, ran queries, and scanned them into E-view, was a stenographer for several hearings.

Law Office of Ann K. Barber, Windham, NH

Legal Intern

6/10-7/10

1/11-5/11

Observe privileged communications. Conduct one on one case analysis with an

Attorney and forecast counterclaims. Provide strategic direction in any case

with intent to minimize risk of loss to client. Attend court hearings and organize case files.

Administrator
12/00-8/04

United States Navy, Sigonella, Sicily

Maintained critical records for nine aircraft. Discovered and corrected fatal errors in aircraft records that saved numerous man hours through preventive maintenance. Improved aircraft readiness by supervising inspections and ensuring flawless documentation. Standardized aircraft discrepancy records providing pilots a meticulous presentation prior to flight.

Awards and Medals

Letter of Commendation, Rear Admiral

- Presented in 2002 for standardizing aircraft discrepancy records in an outstanding state of readiness prior to a fleet inspection

Letter of Commendation, Vice Admiral

- Presented in 2003 for saving the Navy over \$100,000 and numerous man hours

National Defense Service Medal

- Awarded for honorable active service between September 11, 2001 to a closing date to be determined

NATO Medal

- Awarded for serving under a NATO command in Sicily, Italy.

Global War on Terrorism Medal (Service)

- Awarded for being deployed in support of Operation Iraqi Freedom

Iraq Campaign Medal

Certification/Licensure

Florida Teacher License No. 1175205

LANGUAGE

Proficient in Russian

BALLOT

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES.

THE FOLLOWING APPLICANTS REQUEST APPOINTMENT TO THE PLANNING & ZONING BOARD AS SECOND ALTERNATE:

There is only **ONE** opening for second alternate to the Planning & Zoning Board.

Applicant (s):	Yes	No
Diane Bernhard	_____	_____
Kimberly Glas-Castro	_____	_____
Eugene Zuravlov	_____	_____

Discussion And Possible Action

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 15, 2012 **Agenda Item No.** *Tab 10*

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

SUBJECT: Authorizing the Mayor to Execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

RECOMMENDED MOTION/ACTION: Authorize the Mayor to execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

Approved by Town Manager *DSS* **Date:** *8/28/12*
DALE S. SUBERMAN / TOWN MANAGER *8/28/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 2,571,200.00 Funding Source: General Fund Ad Valorem Taxes Acct. # 001-52-521-200-34010	Attachments: • Proposed Eighth Amendment • Original Base Agreement (10/1/2001)
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <u><i>DSS</i></u>
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:

Sheriff Ric L. Bradshaw and his Palm Beach County Sheriff's Office (PBSO) have offered to continue to provide police protection services to the Town of Lake Park for the fiscal year beginning October 1, 2012 and continuing through September 30, 2013. The cost for the next year of police protection services is \$2,571,200.00. This is the same cost compared to the current year. In all other respects the contractual relationship is not changing.

Attached to this agenda item is the original base agreement (October 1, 2001) which is now being proposed with its eighth addendum.

If the Commission desires to terminate the contract with PBSO, such termination would be governed by Section 11.1 Notice and Section 11.7 Termination of the base agreement. Section 11.7 reads as follows:

11.7 Termination. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

Should the Town Commission desire to cancel the proposed agreement prior to its expiration, it would have to provide PBSO with appropriate notice before March 29, 2013.

As per the request of the Town Commission meeting at the August 22 budget workshop, Lt. Steve Thibodeau of the Palm Beach County Sheriff's Office will be in attendance at this Commission meeting to answer any questions posed by the Town Commission.

**EIGHTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK**

This Eighth Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, and a Seventh Addendum effective October 01, 2011 (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the fourth year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2012 through September 30, 2013, as follows: The total cost of personnel and equipment shall be \$2,571,200.00. The monthly payments shall be \$214,266.67. The last monthly payment shall be \$214,266.63.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

THE TOWN OF LAKE PARK

BY: _____
Ric L. Bradshaw

BY: _____
James DuBois

Title: Sheriff

Title: MAYOR

Witness: _____
Daniel Smith, Major

Witness: _____
Vivian Lemley, Town Clerk

DATE: _____

DATE: _____

COPY

the

COPY

AGREEMENT FOR POLICE SERVICES
BETWEEN
THE TOWN OF LAKE PARK, FLORIDA
AND
THE SHERIFF OF PALM BEACH COUNTY, FLORIDA
October 1, 2001

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AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [] day of [], 2001, is made by
and between the TOWN and PBSO.

WITNESSETH:

WHEREAS, the TOWN has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its municipal police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, PBSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **DEFINED TERMS.** The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 **Agreement.** "Agreement" shall mean this Agreement for Police Services between the TOWN and PBSO.

1.1.2 **Ancillary Services.** "Ancillary Services" shall mean those other services listed on the attached Schedule I under the heading "Ancillary Services" which PBSO shall provide to the TOWN during the Term.

1.1.3 **Annexed Town Boundaries.** "Annexed Town Boundaries" includes the current TOWN boundaries and any area or areas that may be annexed in the future as delineated in Exhibit A.

1.1.4 **Applicable Laws.** "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceeding or actions to which the Person in question is a party or by which it or any of its property may be bound.

1.1.5 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by PBSO, as set forth in the attached Schedule "2" hereof.

1.1.6 District Commander. "District Commander" shall mean the Person who will be deemed to be the Chief of Police of the Town and who is responsible for the actions of the PBSO employees who provide the Services and other matters related to providing Services in the TOWN. The District Commander shall be a sworn pay grade 41 in PBSO's pay scale and shall be the equivalent of an Administrative Lieutenant rank.

1.1.7 Effective Date. "Effective Date" shall mean October 1, 2001.

1.1.8 Employees. "Employees" shall mean each of the employees who (a) provide police related services for the TOWN, (b) are listed on the attached Schedule "3.0", and c) are retained by PBSO after the Effective Date.

1.1.9 Employment Applicants. "Employment Applicants" shall mean those individuals listed on Schedule 3.1 who are currently employees of the TOWN and who will be provided employment at PBSO, if, in the discretion of PBSO the Employment Applicants meet PBSO standards.

1.1.10 Equipment. "Equipment" shall mean the equipment (a) owned by the TOWN and used by the TOWN prior to the Effective Date in providing police related services within the TOWN, (b) listed on the attached Schedule "4" under the heading "Equipment".

1.1.11 Facilities. "Facilities" shall mean the Premises (as defined in the Lease Agreement) which are leased to PBSO pursuant to the Lease.

1.1.12 Fair Market Value of Equipment and Vehicle Fleet. "Fair Market Value of Equipment and Vehicle Fleet" shall mean the fair market value of the Equipment and Vehicle Fleet as of the Effective Date as determined by an appraiser, mutually chosen by the parties hereto, who is a member of an appraisal institute or business valuation society that is held in repute in the State of Florida. The Fair Market Value of Equipment and Vehicle Fleet shall be established by such appraiser in accordance with recognized methods of business valuation.

1.1.13 Lease. "Lease" shall mean the Lease attached hereto as Exhibit "C" whereunder the TOWN shall lease to PBSO, and PBSO shall lease from the TOWN, the Facilities.

1.1.14 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.15 PBSO. "PBSO" shall mean the duly elected and qualified Sheriff of Palm Beach County, Florida.

1.1.16 PBSO's Address. "PBSO's Address" shall mean Palm Beach Sheriff's Office, 3228 Gun Club Road, West Palm Beach, FL 33406-3001, Telecopy Number (561) 688-3175.

Attention: Sheriff, Undersheriff, and Chief Legal Advisor. PBSO shall be responsible for notifying TOWN of any name or address changes.

1.1.17 Patrol Unit. "Patrol Unit" shall mean one Uniformed Officer and all standard police support equipment.

1.1.18 Person. "Person" shall mean any individual, corporation, professional association, partnership, limited liability company, trust, unincorporated organization, any other entity or government, municipality or any agency or political subdivision thereof.

1.1.19 Police Headquarters. "Police Headquarters" shall mean that portion of the premises located described in Exhibit C, the Lease Agreement.

1.1.20 Services. "Services" shall mean the aggregate of all police services, 911 emergency, and communications services to be provided by PBSO pursuant to this Agreement as more particularly described on the attached Schedule "1".

1.1.21 Term. "Term" shall mean four (4) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

1.1.22 Termination Date. "Termination Date" shall mean September 30, 2005.

1.1.23 TOWN. "TOWN" shall mean the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Palm Beach County, Florida.

1.1.24 TOWN's Address. "TOWN's Address" shall mean 535 Park Avenue, Lake Park Florida 33403, Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney. TOWN shall be responsible for notifying PBSO of any name or address changes.

1.1.25 TOWN Boundaries. "TOWN Boundaries" shall mean the area within the municipal boundaries of the TOWN shown on the attached Exhibit "B".

1.1.26 TOWN District. "Town District" shall mean (a) the Town Boundaries, or (b) the Annexed Town Boundaries on the date the TOWN's annexation plan becomes effective after the Palm Beach County Commission approves such annexation plan, provided PBSO has received the required notification set forth in Article 11.1.

1.1.27 Town District Employees. "Town District Employees" shall mean those persons who, from time to time, will provide Police Services to the TOWN including any (a) Employees defined in Article 1.1.8, (b) PBSO employees assigned to the TOWN, and (c) other Persons contracted by PBSO to provide such services to the TOWN.

1.1.28 Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN.

1.1.29 **Uniformed Officer.** "Uniformed Officer" shall mean a uniformed deputy employed by PBSO who patrols the TOWN District.

1.1.30 **Vehicle Fleet.** "Vehicle Fleet" shall mean the vehicles (a) owned by the TOWN, (b) used by the TOWN prior to the Effective Date in providing Services within the TOWN, and c) listed on the attached Schedule "4" under the heading "Vehicle Fleet."

1.2 **INTERPRETATION.** Each definition of an agreement in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, the singular shall include the plural and vice versa. Except where otherwise specifically restricted, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.

1.3 **ACCOUNTING TERMS.** All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.4 **CROSS REFERENCES.** Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

1.5 **DRAFTING.** This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

ARTICLE 2 GENERAL

2.1 **CONTRACTOR RELATIONSHIP.** TOWN hereby retains PBSO as an independent contractor to provide the Services within TOWN, subject to the terms and conditions contained herein. Notwithstanding PBSO's independent contractor status hereunder, PBSO and the Town District Employees shall have the power and authority granted by the TOWN in Section 3.7. hereof. In addition, PBSO shall also provide the Ancillary Services for the benefit of the TOWN, subject to availability, when PBSO deems same necessary or desirable.

2.2 **NO PARTNERSHIP.** The relationship between the TOWN and PBSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor PBSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and PBSO shall remain their own employees, agents or

representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and PBSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 - TERM. This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The parties shall have two options to extend the Term for an additional four (4) years upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be mutually agreed to by parties and shall be limited to an annual percentage increase not to exceed eight percent (8%), per Article 6 hereof. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The parties may exercise this option by providing the other party with written notice of the party's desire to extend the Term at their respective addresses set forth in Article I at least one hundred eighty (180) days prior to the expiration of the initial Term. Upon receipt of such notice, the receiving party shall indicate its acknowledgment thereof in writing, delivered to the notifying party no later than twenty (20) days from the receipt of the notice. The parties will commence negotiating in good faith an extension of the Term upon receipt of the notice to exercise the option, and upon reaching an agreement, the parties will take such action and shall execute such documentation as necessary or desirable to effectuate such extension. If the parties are unable to reach an agreement by the ninetieth (90th) day prior to the expiration of the Term, this option shall terminate and this Agreement shall automatically terminate on the Termination Date.

2.4 - TRANSITION PERIOD. Until the expiration or earlier termination of this Agreement, PBSO shall continue to provide the Services in the manner required herein. If the TOWN determines that it will be unable to provide adequate police related services through its own police force beginning on the day this Agreement is to expire or earlier terminate and upon providing PBSO with at least thirty (30) days prior written notice of same, the Term shall automatically extend upon the same terms and conditions set forth herein (including annual percentage increases not to exceed eight percent (8%), as more fully described in Article 6.1) for the shorter of (a) twenty-four (24) months, or (b) at least one hundred eighty (180) days after PBSO's receipt of the TOWN's written notice that it capable of providing adequate police related service.

2.5 REPRESENTATIONS AND WARRANTIES OF TOWN. The TOWN represents, warrants and covenants to PBSO as of the date hereof and throughout the Term that:

2.5.1 Existence. The TOWN is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection therewith;

2.5.2 Enforceable. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.5.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for

termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) result in the creation of any Lien upon the Equipment or the Vehicle Fleet, or result in the violation by the TOWN of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 **Vehicles and Equipment.** The TOWN has good and marketable title to the Equipment and the Vehicle Fleet, each subject to no Lien in favor of any third party.

2.5.5 **Employees.** Schedule "3.0" lists the name of each Employee together with such Employee's rank and accrued sick days, vacation days, personal days and any other accrued leave or benefits as of the Effective Date and the date such Employee was originally employed by or certified with the TOWN.

2.5.6 **Employee Claims.** There are currently no disputes, grievances, charges, complaints or proceedings, and the TOWN has no knowledge of facts or circumstances that could result in a grievance, charge, complaint or proceeding involving any Employee or any collective bargaining representative of the Employees which would have a material adverse effect on this Agreement or the TOWN's or PBSO's obligations hereunder, except as otherwise disclosed herein. No Employee has any claim against the TOWN known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any Applicable Law relating to minimum or maximum hours of work other than, in each case, those disclosed herein. Employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days and other accrued and unpaid leave time and compensatory time are listed in the attached Schedule "3.0." All other Employee claims or potential claims which are required to be disclosed pursuant to the terms of this Agreement are listed on the attached Schedule "5." The TOWN shall be responsible for all claims listed on Schedule 5, and any claims resulting from incidents which occurred prior to the Effective Date that were not filed until after the Effective Date.

2.5.7 **Accuracy.** No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.6 **REPRESENTATIONS AND WARRANTIES OF PBSO.** PBSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.6.1 **Duly Elected.** PBSO is the duly elected or appointed, qualified and incumbent Sheriff of Palm Beach County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this

Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.6.2 Enforceable. This Agreement has been duly executed and delivered by PBSO and constitutes the valid and legally binding obligation of PBSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.6.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which PBSO is a party or by which PBSO is bound, (b) result in the violation by PBSO of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of PBSO, or (d) require PBSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. PBSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.6.4 Compliance. PBSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Town District Employees.

2.6.5 Accuracy. No representation or warranty made by PBSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith which taken as a whole contains any untrue statements of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

ARTICLE 3 STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, PBSO shall schedule, provide and employ the personnel deemed necessary or desirable by PBSO to provide the Services in TOWN in accordance with the Staffing Schedule attached hereto as Schedule "6" (the "Staffing Schedule"). PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, provided PBSO complies with the minimum requirements set forth in the Staffing Schedule, all other matters related to performing the Services and employing the Town District Employees.

3.2 RETAINING EMPLOYEES. All Employees being retained by PBSO in Schedule 3.0 must meet PBSO standards for employment. Each of the listed Employees shall resign from the TOWN effective as of the Effective Date and PBSO shall employ the Employees on the Effective Date subject to applicable collective bargaining agreements, if any. Such Employees shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement.

All Employment Applicants set forth in Schedule 3.1 who have been employed with the Lake Park Police Department no less than three months prior to the effective date of this Agreement and who wish to obtain employment with PBSO after the transition shall be offered employment by PBSO, if the Employment Applicants meet PBSO standards. Each of the Employment Applicants listed in Schedule 3.1 shall resign from TOWN employment on the effective date of this Agreement, and those who become employees of PBSO shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services.

3.3 NO EMPLOYMENT RESPONSIBILITY. Commencing on the Effective Date, all listed Employees shall be and remain PBSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Town District Employees whatsoever, arising out of PBSO's employment of such Persons and such Persons' performance of the Services, except as provided in Article 3.4.

3.4 OBLIGATIONS. At the inception of this Agreement, PBSO will allow the TOWN to transfer all preexisting accruals for vacation (not to exceed two hundred forty (240) hours) and an unlimited amount of accrued but unused sick days, personal days, or other compensatory time with respect to each employee listed on Schedule 3.0 and any Employment Applicants listed on Schedule 3.1 to PBSO and hired by PBSO. However, the parties acknowledge and agree that PBSO shall only be liable and responsible for the number of days in each category by employee as set forth in Schedules 3.0 and 3.1. Furthermore, the obligations of Employment Applicants listed in Schedule 3.1 only accrue to PBSO should said Employment Applicant be hired by PBSO and said decision to employ said Employment Applicant shall be within the sole discretion of PBSO. The obligation of PBSO pursuant to this provision is contingent upon timely payment of TOWN. The TOWN's total obligation to PBSO \$148,115.40, to be paid in twelve (12) equal monthly payments of \$12,342.95 each, the first payment due on November 1, 2001. The 148,115.40 may be subject to adjustment based upon actual employees in Schedule 3.0 and those Employment Applicants in Schedule 3.1 who are ultimately hired by PBSO.

PBSO shall provide pension benefits to all employees listed in Schedule "3.0." Each listed Employee shall have an option to remain on the TOWN's pension plan or move to PBSO's Pension Plan. PBSO will contribute five percent (5%) of gross income into the TOWN's Pension Plan for all Employees listed in Schedule 3.0 who opt to remain in the TOWN's Pension Plan. Employees listed in Schedule 3.0 who chose to move to PBSO's Pension Plan will receive the same benefits as all other PBSO Employees.

3.5 SENIORITY. PBSO will credit all Employees with seniority privileges for shift bidding and vacation selection as if they were hired by PBSO on the date they were hired by the TOWN. PBSO will credit Employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term as if they were hired by PBSO on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term as set forth in PBSO's Policies and Procedures.

3.6 OPPORTUNITIES. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of PBSO with a similar seniority status

3.7 ASSIGNMENT OF POLICE POWERS. The TOWN does hereby vest in each Town District Employee, to the extent allowed by Applicable Law, the TOWN's police powers to the extent necessary or desirable to perform the Services. Every sworn police officer of PBSO so empowered hereby and engaged in the performance of the Services shall be deemed to be a sworn officer of the TOWN while performing such Services.

3.8 EDUCATION. The parties acknowledge the importance of the Town District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime problems. PBSO shall offer appropriate continuing education to assure that all Town District Employees are acquainted with the Town-District's general make-up, geographic areas, industrial, business and residential composition and its crime problems.

ARTICLE 4 FACILITIES AND EQUIPMENT

4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT. On the Effective Date, the TOWN shall transfer title and ownership interest to PBSO the Vehicle Fleet and Equipment in an "as-is" condition and shall include attached equipment, such as light bars and cages set forth in Schedule 4. PBSO shall retain the TOWN logo and name on vehicles operated within the TOWN District.

4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES. Upon the expiration or earlier termination of this Agreement, PBSO shall return to the TOWN all equipment, vehicles, radios and facilities used by PBSO in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities as set forth in Schedule 4. Should the Agreement be terminated prior to the expiration of the Term within five years of the effective date, the aforementioned radio equipment will be returned to the TOWN, and any prorated sum for the balance of the cost of the radio equipment to be amortized over a five year period shall be paid by the TOWN. PBSO shall return all equipment, vehicles, radios and facilities in good condition, reasonable wear and tear, fire and other casualty loss excepted. TOWN shall compensate PBSO for the retransfer of such vehicles and equipment in an amount equal to the difference between their fair market value of such vehicles and equipment transferred by TOWN as reflected in Schedule 4. The fair market value of such vehicles or equipment sold, transferred, assigned and conveyed by PBSO to the TOWN pursuant to this Section shall be determined by (a) agreement, or if no agreement is reached within thirty (30) days after notice, as defined in Article 11.1, by either party that said party chooses to elect option b, (b) the average of the three appraised values according to an appraiser selected by PBSO, an appraiser selected by the TOWN, and an appraiser selected by agreement of both parties.

attorneys' fees, damages and penalties in connection therewith, and agrees that the same shall be added to, and become due and payable with, the next installment of Consideration due hereunder or, if no further Consideration is owed under this Agreement, within thirty (30) days of the TOWN's receipt of written demand therefor.

6.2.1 **Traffic Funds.** TOWN shall segregate all traffic ticket funds collected within the TOWN and designate such funds for the sole purpose of enhancing/increasing Police Services. TOWN shall transfer to PBSO control and custody of said monies following its approval of PBSO's proposed use.

6.2.2 **Radio Costs.** The cost of purchasing radios for the TOWN District Employees is included within the consideration set forth in Article 6.1., which costs shall be amortized over a period of five (5) years. Radio Startup/Expansion Contribution charged by Palm Beach County Communications Division shall be passed on to the TOWN as a direct cost as set forth in Schedule 2. PBSO will amortize the costs of the radio equipment over a five (5) year period. Should this Agreement terminate prior to the end of the five year amortized payment schedule, the TOWN shall assume responsibility for any remaining balance on the amortization schedule and PBSO will be free of obligation.

ARTICLE 7 FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1 **STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS.** Any and all statutory fees received by the TOWN that are earmarked for a law enforcement purpose shall be transferred and assigned by the TOWN to PBSO. All law enforcement education funds levied and collected by the Clerk of the Court for Palm Beach County, Florida and designated for use by the TOWN pursuant to Section 943.25, Florida Statutes, shall be assigned by the TOWN to PBSO for payment directly from the Clerk of the Court for Palm Beach County, Florida to PBSO. The TOWN hereby authorizes, empowers and assigns PBSO to take such actions on behalf of the TOWN to obtain such funds directly from the Clerk of the Court for Palm Beach County, Florida. If such funds were paid to the TOWN, the TOWN shall, within thirty (30) days of its receipt of same, pay such funds to PBSO. These funds shall be used by PBSO for the law enforcement education purposes authorized in said statute.

7.2 **GRANT FUNDS AND MISCELLANEOUS REVENUES.** The PBSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the PBSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. It is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future.

7.3 **RETURN OF UNUSED FUNDS.** All funds initially received by the PBSO from the TOWN under the provisions of this Article, as well as funds received directly to the PBSO after the commencement of the Agreement, shall be accounted for and reported to the TOWN annually to include the details of all revenues

received and all expenditures made. In the event of termination of the agreement all unused funds shall be returned to the TOWN within 30 days from the date of termination.

7.4 SEIZED FUNDS. On the Effective Date, the TOWN shall sell, assign, transfer and convey the TOWN's right, title and interest in any funds currently maintained by the TOWN in the Law Enforcement Trust Fund to PBSO for any use permitted by law. PBSO shall use any funds subsequently recovered or seized by any Town District Employee within the Town District after the effective date of this Agreement, solely within the Town District. Upon the termination of this Agreement, all right, title and interest in any funds maintained by PBSO in the Law Enforcement Trust Fund for the Town District shall revert back to the TOWN.

7.5 EVIDENCE. All evidence currently in the custody of the TOWN shall be transferred to the custody of PBSO. TOWN agrees to assist in the transfer of all evidence to PBSO until such time that all evidence is documented and accounted for in accordance with PBSO Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term.

ARTICLE 8 INSURANCE

8.1 PBSO's OBLIGATIONS. PBSO is self-insured and shall maintain levels of coverage consistent with its current policies during the Term. If, however, PBSO obtains insurance coverage outside any self-insurance fund currently in existence, PBSO shall maintain the same levels of coverage consistent with its Policies under its self-insurance program.

8.2 TOWN'S OBLIGATIONS. The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the PBSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the PBSO under this Agreement. TOWN shall provide a copy of its insurance policies to PBSO.

ARTICLE 9 DEFAULT

9.1 DEFAULTS. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

9.1.1 Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder;

9.1.2 Performance of Services. Failure of PBSO to perform the Services as required herein at any time during the Term; or

9.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any

misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure misrepresentation or breach; or

9.1.4 **Bankruptcy of Defaulting Party.** Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

9.1.5 **Default.** Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

9.2 **REMEDIES.** Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies.

9.2.1 Terminate and cancel this Agreement;

9.2.2 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

9.2.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

9.2.4 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

9.2.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

9.3 **INTEREST AND LATE CHARGES.** Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay to the Non-Defaulting Party for administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to PBSO's payment obligations under this Agreement.

9.4 **SEPARABILITY.** Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity. While the parties acknowledge that any change in governmental entities will not effect

the obligations of the TOWN and PBSO as set forth in this Agreement, the parties affirm that the Term set forth in Article 2.J shall remain enforceable to the extent permitted by law.

9.5 WAIVER. No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

9.6 FORCE MAJEURE. If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

9.7 ATTORNEYS' FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

9.8 PBSO ACKNOWLEDGMENT. PBSO does hereby acknowledge that the TOWN is entering into this Agreement in reliance upon PBSO's obligation herein imposed for the Term. Accordingly, PBSO agrees that it shall have the right to terminate this Agreement only as permitted in this Agreement.

9.9 PARTIES' RIGHT TO TERMINATE. In addition to a Party's remedies as a Non-Defaulting Party in this Section, the Non-Defaulting Party may terminate this Agreement at any time by giving the Defaulting Party at least one hundred eighty (180) days prior written notice thereof. In the event of such termination by the Non-Defaulting Party, the Non-Defaulting Party shall render such aid, coordination and cooperation to the Defaulting Party that might be required for an expeditious and efficient termination of services.

ARTICLE 10 INDEMNIFICATION

10.1 PBSO'S OBLIGATIONS. PBSO will indemnify and save harmless the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by PBSO or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such Person's actions in connection with providing the Services

or the employment of the Town District Employees to the extent permitted by Applicable Law. This covenant and agreement of PBSO shall survive the expiration or earlier termination of this Agreement.

10.2 TOWN'S OBLIGATIONS. The TOWN will indemnify and save harmless PBSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the TOWN or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement or any collective bargaining agreement, including, without limitation, such Person's actions in connection with the employment of the Employees prior to the Effective Date, providing police related services prior to the Effective Date or any obligation or undertaking in connection with either of them to the extent permitted by law. This covenant and agreement of the TOWN shall survive the expiration or earlier termination of this Agreement.

10.3 NO DUTY OF INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

10.4 SOVEREIGN IMMUNITY. PBSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 11 MISCELLANEOUS

11.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to the TOWN, to it at the TOWN's Address, as set forth in Article 1.1.23 if to PBSO, to him or her at PBSO's Address, as set forth in Article 1.1.15. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties at their respective addresses.

11.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

11.3 TIME OF THE ESSENCE. Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

11.4 ENTIRE AGREEMENT. This Agreement together with any other written agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto.

and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereon.

11.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Palm Beach County, Florida. Each of TOWN and PBSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

11.6 WAIVER OF RIGHTS. TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

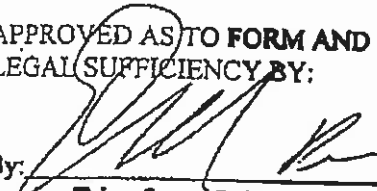
11.7 TERMINATION. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

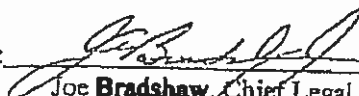
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

**PBSO:
SHERIFF OF PALM BEACH COUNTY**

By: 
Edward W. Bieluch, Sheriff

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

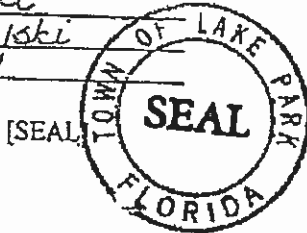
By: 
Tripp Scott, P.A., Special Counsel

By: 
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: *Paul Wayne Castro*
Name: Paul Wayne Castro
Title: Town Mayor

Attest by: *B. Goralski*
Name: Bonnie H. Goralski
Title: Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: *Betty Resch*
Betty Resch, Town Attorney

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 11*

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

SUBJECT: Authorizing the Mayor to Sign a Service Agreement with J.E.S. Production and Design for Event Management Services for the 2012 Park Avenue Seafood Festival.

RECOMMENDED MOTION/ACTION: Authorize the Mayor to Sign a Service Agreement with J.E.S. Production and Design for Event Management Services for the 2012 Park Avenue Seafood Festival.

Approved by Town Manager *[Signature]* Date: *8/28/12*

DALE S. SUGERMAN / TOWN MANAGER *8/28/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: N/A Acct. # N/A	Attachments: Proposed Service Agreement with J.E.S Production & Design
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager <u><i>[Signature]</i></u>
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>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

At the August 15, 2012 Town Commission meeting, a discussion was held concerning the advisability of entering into a relationship with J.E.S. Production & Design for event coordination for a variety of different events in the Town of Lake Park over the next year. All of the proposed events were to be put on by J.E.S. Production & Design at no cost to the Town.

After considerable discussion it was determined that the Town Commission would rather enter into a Service Agreement with J.E.S. Production & Design just for the 2012 Park Avenue Seafood Festival. Attached is a proposed Service Agreement which accomplishes that desire.

For the most part, all of the prior terms and conditions have remained. That is:

For the 2012 Park Avenue Seafood Festival, J.E.S. Production & Design will provide the Town with:

- Event coordination
- Sponsorship involvement
- Vendor selection
- Full entertainment
- Event marketing/advertising
- Volunteer recruitment.

The Service Agreement outlines that J.E.S. Production and Design, as part of its event coordination responsibilities will:

- Provide all required insurance
- Obtain all necessary permits for the events
- Arrange for police and fire presence
- Coordinate the necessary support for events from the Department of Public Works.

The Town will still be responsible for advancing to J.E.S. Production and Design the monies collected and deposited into its 2012 Seafood Festival Account #110-223-130.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (Agreement) is made by and between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic organized pursuant to Chapter 163, Part III, Florida Statutes, with an address of 535 Park Avenue, Lake Park, Florida 33403 ("CRA") and Jennifer Spicer d/b/a J.E.S. Production & Design, with an address of P.O. Box 530013, Lake Park, Florida 33403 ("Provider").

1. **SERVICES.** Provider shall provide to the CRA certain Event Management Services for the Park Avenue Seafood Festival (the Event) as set forth in Exhibit "A" ("Services"), attached hereto and incorporated herein. Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement.

2. **COMPENSATION.**

2.1 In consideration of the satisfactory performance of the Services by Provider, the Provider shall be exclusively compensated from the fees Provider collects via sponsorships, vendors, and leasing fees (collectively referred to as "revenue"). Provider shall be responsible for collecting all revenue related to the Event and shall be entitled to retain such revenue.

2.2 Notwithstanding the foregoing, the CRA has agreed to provide Provider with all of the monies collected and deposited into its 2012 **Seafood Festival Account # 110-223-130**. The provision of these monies constitutes the consideration between the CRA and Provider for services to produce the Event. Provider may use these monies toward the up front expenses Provider incurs in producing the Event. Payment of these monies shall not be considered evidence of the performance of this Agreement by Provider, either wholly or in part, and shall not be construed to be an acceptance by the CRA of the Provider's performance of the Services of this Agreement; or to relieve Provider of providing the Services set forth herein; or to release Provider from any liability for the defective, faulty or incomplete rendition of the Services for the Event.

3. **COMPLIANCE WITH LAWS.** In conducting the Services under this Agreement, Provider shall comply in all material respects with all applicable federal, state, county, and town laws rules and regulations. Provider shall obtain Business Tax Receipts from Palm Beach County and the Town of Lake Park and shall submit copies of same to the CRA. If Provider is doing business under a fictitious name, Provider shall submit a copy of this documentation to the CRA.

4. **INDEPENDENT CONTRACTOR.** Provider acknowledges and agrees that it is an independent contractor of the CRA and is not an employee of the CRA. Provider more specifically acknowledges that: it will not be eligible to participate in any employee health, retirement, or other benefit programs maintained by the CRA; will not be covered by the CRA's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the CRA to Provider hereunder. Provider acknowledges that it shall have no authority to bind CRA to any contractual or other obligation whatsoever.

5. **RIGHT TO AUDIT.** Provider shall maintain adequate records for the Services performed under this Agreement. The CRA shall have the right to audit Provider's books and records, at the CRA's expense, upon prior notice, with regard to the Services provided to the CRA hereunder.

6. INSURANCE.

Provider shall maintain, in a company or companies lawfully authorized to do business in Florida, General Liability insurance Coverage (Coverage) in amount acceptable to the CRA. The Coverage shall be maintained without interruption from the effective date of this Agreement and throughout this engagement. A Certificate evidencing the Coverage shall be delivered to the CRA prior to execution of this Agreement. The Certificate shall name the CRA as an "Additional Insured" and shall be dated and show the name of the insured Provider, the name of the insurer, the number of the policy, its effective date, and its termination date.

7. INDEMNITY. Provider agrees to indemnify, save and hold harmless the CRA, its elected and appointed officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from CRA, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; or the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This paragraph shall not be construed to require Provider to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

8. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement, or to the CRA, at the address on the first page of this Agreement, to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

9. SALES TAX. Provider understands that in performing the Services for the CRA, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the CRA's tax exemption number for purchasing supplies or materials.

10. NON-DISCRIMINATION. Neither the CRA nor Provider shall discriminate against any employee or applicant for employment or in the provisions of Services because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for service delivery.

11. ASSIGNMENT. This Agreement requires the personal skills and experience of Provider and may not be assigned by Provider without the written approval of the CRA. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

12. PUBLIC ENTITY CRIMES ACT. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement.

Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CRA's competitive procurement activities.

13. **GOVERNING LAW.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The CRA and Provider submit to the jurisdiction of Florida courts and federal courts located in Palm Beach County, Florida. The parties agree that proper venue for any suit concerning this Agreement shall be in the 15th Circuit Court in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

14. **SEVERABILITY.** In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

15. **WAIVER.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement and exhibits hereto embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the CRA and Provider.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Vivian Lemley, Town Clerk

By: _____
James Dubois, Chair

Date: _____

Approved as to form and legal sufficiency

By: _____
Thomas J. Baird, CRA Attorney

Date: _____

PROVIDER:

By: _____

Print Name: _____

Title: _____

**EXHIBIT 'A'
SERVICES**

J.E.S. Production and Designs will provide the following:

Event Coordination
Sponsorship Involvement
Vendors Selection
Full Entertainment
Events Marketing/Advertising
Volunteers recruitment

Proper Insurance:

All Vendors are required to provide Certificates of Insurance/Release forms prior to events. J.E.S. Production & Design is responsible for all Certifications of Insurance/Release forms verification.

Proper Permit application submittal:

Event Permits – To be paid to the Town of Lake Park & CRA
Signage Permit Fees – To be issued without charge by the Town of Lake Park & CRA

Technical Requirements:

PBSO – presence will be arranged
PBCFR – presence will be arranged
PW Department – support will be arranged, including
Electrical / Trash/ Water/ Barricades
All services provided by Town of Lake Park Public Works Department will be paid by Event Coordinator – J.E.S. Production & Design.

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 12*

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

SUBJECT: Selection of the Carrier/Plan for Employee Medical Insurance for Fiscal Year 2013

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *DSS* Date: *8/29/12*
Bambi M. Kibben *8/29/12*
 Name/Title *HUMAN RESOURCES DIRECTOR* Date of Actual Submittal

Originating Department: Human Resources	Costs: \$ TBD Funding Source: Acct. #	Attachments: Gehring Group Employee Medical Request for Quotes Evaluation Spreadsheet Effective October 1, 2012
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>BMT</i></u> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
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>BMT</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The current carrier for employee medical insurance is CIGNA, and such coverage is due for renewal as of October 1, 2012. For the renewal of such coverage, the Gehring Group issued a market Request for Quotes (RFQ) to several carriers.

Among the respondents was United Healthcare which submitted a quote which represented a decrease of 2.9 percent over the current coverage through CIGNA. However, as the result of the analysis by United Healthcare of the medical questionnaires submitted by Town staff, this carrier revised its quote from a decrease of 2.9 percent to an increase of 5.5 percent over the current coverage as set forth in Alternate Plan 1 on the attached spreadsheet.

Also among the respondents for employee medical insurance was CIGNA, which submitted a renewal rate which represented a 9.8 percent increase over its current coverage. Staff asked Gehring Group to further negotiate with CIGNA in an effort to reduce its initial rate quote. As a result, CIGNA has reduced its initial rate quote to an increase of 5.0 percent over the current coverage.

The current rates for CIGNA coverage, the CIGNA negotiated renewal rate of 5.0 percent and the four alternate plans are set forth on the attached spreadsheet.

Staff is seeking direction from the Commission.

Plan Details	Current		Renewal		Alternate #1		Alternate #2		Alternate #3	
	ICDMA Healthcare ILCOWAL Annual Custom Line	Out of Network	ICDMA Healthcare ILCOWAL Annual Custom Line	Out of Network	United Healthcare Columbus Blue Cross	Out of Network	United Healthcare Columbus Blue Cross	Out of Network	United Healthcare Columbus Blue Cross	Out of Network
Calendar Year Deductible	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Single	No Deductible	\$500	No Deductible	\$500	\$250	\$500	\$500	\$1,000	\$500	\$1,000
Family	No Deductible	\$1,500	No Deductible	\$1,500	\$750	\$1,500	\$1,500	\$3,000	\$1,500	\$3,000
Out of Pocket C/M	Includes CVD; Excludes Copays	\$5,000	Includes CVD; Excludes Copays	\$5,000	\$2,500	\$5,000	\$5,000	\$6,000	\$3,000	\$6,000
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$6,000	\$12,000	\$3,000	\$6,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$6,000	\$12,000	\$3,000	\$6,000
Connuance	20%	50%	20%	50%	30%	50%	20%	50%	20%	40%
Physician Services										
Primary Care Physician	\$30	CVD then 50%	\$30	CVD then 50%	\$20	CVD then 50%	\$30	CVD then 50%	\$30	CVD then 40%
Specialist	\$50	CVD then 50%	\$50	CVD then 50%	\$35	CVD then 50%	\$50	CVD then 50%	\$50	CVD then 40%
Maternity (Initial Visit Only)	\$50	CVD then 50%	\$50	CVD then 50%	\$35	CVD then 50%	\$50	CVD then 50%	\$50	CVD then 40%
Chiropractic Services	\$50	CVD then 50%	\$50	CVD then 50%	\$35	CVD then 50%	\$50	CVD then 50%	\$50	CVD then 40%
Laboratory Services	20%	CVD then 50%	20%	CVD then 50%	No Charge	CVD then 50%	No Charge	CVD then 50%	No Charge	CVD then 40%
Advanced Imaging	20%	CVD then 50%	20%	CVD then 50%	\$200	CVD then 50%	\$200	CVD then 50%	\$200	CVD then 40%
Hospital Services										
Inpatient Hospital	\$600	CVD then 50% after \$500	\$600	CVD then 50% after \$500	CVD then 10%	CVD then 50%	CVD then 20%	CVD then 50%	CVD then 20%	CVD then 40%
Outpatient Hospital	20%	CVD then 50% after \$500	20%	CVD then 50% after \$500	CVD then 10%	CVD then 50%	CVD then 20%	CVD then 50%	CVD then 20%	CVD then 40%
Emergency Room	\$100	\$100	\$100	\$100	\$200	\$300	\$200	\$300	\$200	\$300
Physician Services	20%	CVD then 50%	20%	CVD then 50%	CVD then 10%	CVD then 50%	CVD then 20%	CVD then 50%	CVD then 20%	CVD then 40%
Urgent Care	\$50	CVD then 50%	\$50	CVD then 50%	\$75	CVD then 50%	\$75	CVD then 50%	\$75	CVD then 40%
Ambulance Services	20%	CVD then 20%	20%	CVD then 20%	CVD then 10%	CVD then 10%	CVD then 20%	CVD then 20%	CVD then 20%	IN-CVD then 20%
Maternity Services/Obstetrics/Neonatal										
Inpatient Hospital	20%	CVD then 50% after \$500	20%	CVD then 50% after \$500	CVD then 10%	CVD then 50%	CVD then 20%	CVD then 50%	CVD then 20%	CVD then 40%
Outpatient Services	20%	CVD then 50%	20%	CVD then 50%	\$20	CVD then 50%	\$30	CVD then 50%	\$50	CVD then 40%
Pharmacy Plan										
Generic	\$10	Not Covered	\$10	Not Covered	\$10	\$10	Not Covered	\$10	\$10	\$10
Preferred Brand	\$30	Not Covered	\$30	Not Covered	\$35	\$35	Not Covered	\$35	\$35	\$35
Non-Preferred Brand	\$50	Not Covered	\$50	Not Covered	\$60	\$60	Not Covered	\$60	\$60	\$60
Mail Order Copy	2.5x Retail	Not Covered	2.5x Retail	Not Covered	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	Not Covered
		Total Cost		Total Cost		Total Cost		Total Cost		Total Cost
Employee	\$597.66	\$597.66	\$627.55	\$627.55	\$630.54	\$630.54	\$597.66	\$597.66	\$561.98	\$561.98
Employee + Spouse	\$1,326.82	\$1,326.82	\$1,393.18	\$1,393.18	\$1,399.82	\$1,399.82	\$1,326.82	\$1,326.82	\$1,247.61	\$1,247.61
Employee + Child(ren)	\$1,087.74	\$1,087.74	\$1,142.14	\$1,142.14	\$1,147.58	\$1,147.58	\$1,087.74	\$1,087.74	\$1,022.80	\$1,022.80
Family	\$1,894.83	\$1,894.83	\$1,928.59	\$1,928.59	\$1,935.78	\$1,935.78	\$1,894.83	\$1,894.83	\$1,725.29	\$1,725.29
Employee	\$597.66	\$0.00	\$627.55	\$0.00	\$630.54	\$0.00	\$597.66	\$0.00	\$561.98	\$0.00
Employee + Spouse	\$962.24	\$364.58	\$1,010.37	\$382.82	\$1,015.18	\$384.64	\$962.24	\$364.58	\$904.80	\$342.82
Employee + Child(ren)	\$942.70	\$245.04	\$884.85	\$257.30	\$889.06	\$258.52	\$942.70	\$245.04	\$879.29	\$230.41
Family	\$1,216.25	\$618.59	\$1,277.07	\$649.52	\$1,293.16	\$652.82	\$1,216.25	\$618.59	\$1,143.64	\$381.66
Monthly Premium	\$31,075.40	\$4,778.36	\$32,629.54	\$5,017.34	\$32,785.02	\$5,041.26	\$31,075.40	\$4,778.36	\$29,220.21	\$4,493.09
Annual Premium	\$372,904.74	\$57,340.26	\$391,554.42	\$60,208.02	\$392,420.24	\$60,495.12	\$372,904.74	\$57,340.26	\$350,642.46	\$53,917.02
\$ Increase	N/A	N/A	\$18,649.68	\$2,867.76	\$20,515.50	\$3,154.86	\$0.00	\$0.00	\$32,762.28	\$3,423.24
% Increase	N/A	N/A	5.0%	5.0%	5.5%	5.5%	0.0%	0.0%	6.0%	6.0%

Lake Park Harbor Marina

	Slip #	Occupied	Unoccupied	Slip Len	Present Boat Len	Boat Name	Annual Income	Current Rate	Proposed Rate/ Boat Length	31% Occupancy (Present)	50% Occupancy	75% Occupancy	100% Occupancy
1	A19	1		30	40	Deep Obsession	10,320.00	21.50	20.00	2,976.00	4,800.00	7,200.00	9,600.00
2	A20	1		30	30	Sirena	7,740.00	21.50	20.00	2,232.00	3,600.00	5,400.00	7,200.00
3	B21		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
4	B22		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
5	B23		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
6	B24		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
7	B25		x	35	32		0.00		17.00	2,023.68	3,264.00	4,896.00	6,528.00
8	B26	1		40	40	Lady in Red	9,360.00	19.50	17.00	2,529.60	4,080.00	6,120.00	8,160.00
9	B27	1		40	40	US Customs 1	9,360.00	19.50	17.00	2,529.60	4,080.00	6,120.00	8,160.00
10	B28	1		38	38	Little Deeper	8,804.00	21.50	20.00	2,827.20	4,560.00	6,840.00	9,120.00
11	B29		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
12	B30		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
13	C31		x	45	41		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
14	C32		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00
15	C33		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00
16	C34	1		60	64	Spirit of Palm Beach	16,512.00	21.50	20.00	4,761.60	7,680.00	11,520.00	15,360.00
17	C35		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00
18	C36		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
19	C37		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
20	D39		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
21	D39		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
22	D40	1		40	37	Mac	8,658.00	19.50	17.00	2,339.88	3,774.00	5,661.00	7,548.00
23	D42	1		40	40	Shawn C	9,360.00	19.50	17.00	2,529.60	4,080.00	6,120.00	8,160.00
24	D43	1		40	27	Wild Eagle	6,318.00	19.50	17.00	1,707.48	2,754.00	4,131.00	5,508.00
25	D44	1		40	36	Jonally	8,424.00	19.50	17.00	2,276.64	3,672.00	5,508.00	7,344.00
26	D45	1		40	35	Running Free	8,190.00	19.50	17.00	2,213.40	3,570.00	5,355.00	7,140.00
27	D45		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
28	D46		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
29	D47		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
30	D48		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
31	D49		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
32	D50		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
33	D51		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
34	D52		x	40	36		0.00		17.00	2,276.64	3,672.00	5,508.00	7,344.00
35	D53	1		40	34	BaBa III	7,956.00	19.50	17.00	2,150.16	3,468.00	5,202.00	6,936.00
36	D54		x	40	37		0.00		17.00	2,339.88	3,774.00	5,661.00	7,548.00
37	D55		x	40	37		0.00		17.00	2,339.88	3,774.00	5,661.00	7,548.00
38	D56		x	40	37		0.00		17.00	2,339.88	3,774.00	5,661.00	7,548.00
39	D57	1		40	40	Seafarer	9,360.00	19.50	17.00	2,529.60	4,080.00	6,120.00	8,160.00
40	D58		x	40	37		0.00		17.00	2,339.88	3,774.00	5,661.00	7,548.00
41	D59		x	40	37		0.00		17.00	2,339.88	3,774.00	5,661.00	7,548.00
42	E61		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
43	E62		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
44	E63		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
45	E64	1		30	30	Aqua Hunter	7,740.00	21.50	20.00	2,232.00	3,600.00	5,400.00	7,200.00
46	E65		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
47	E66	1		30	29	Champagne	6,786.00	19.50	17.00	1,833.96	2,958.00	4,437.00	5,916.00
48	E67		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
49	E68		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
50	E69	1		30	31	Kaikias	7,254.00	19.50	17.00	1,960.44	3,182.00	4,743.00	6,324.00
51	E70		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
52	E71		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
53	E72	1		30	27	Overdrawn	6,318.00	19.50	17.00	1,707.48	2,754.00	4,131.00	5,508.00
54	E73		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
55	E74	1		30	29	One More II	6,786.00	19.50	17.00	1,833.96	2,958.00	4,437.00	5,916.00
56	E75		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
57	E76		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
58	E77		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
59	E78		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
60	E79		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
61	E80		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
62	E81		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
63	E82		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
64	E83		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
65	E84		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
66	E85		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00
67	F88		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
68	F89		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
69	F90		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
70	F91	1		45	45	Narwhal	10,530.00	19.50	17.00	2,845.80	4,590.00	6,885.00	9,180.00
71	F92		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
72	F93		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
73	F94		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
74	F95		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00
75	F96		x	45	41		0.00		17.00	2,592.84	4,182.00	6,273.00	8,364.00

Lake Park Harbor Marina

	Slip #	Occupied	Unoccupied	Slip Len	Present Boat Len	Boat Name	Annual Income	Current Rate	Proposed Rate/ Boat Length	31% Occupancy (Present)	50% Occupancy	75% Occupancy	100% Occupancy	
76	F97	1		45	25	Florida Fish & Wildlife	5,850.00	19.50	17.00	1,581.00	2,550.00	3,825.00	5,100.00	
77	FD2	1		30	34	Keylypso	8,772.00	21.50	20.00	2,529.60	4,080.00	6,120.00	8,160.00	
78	G98	1		50	22	Bones	5,148.00	19.50	17.00	1,391.28	2,244.00	3,366.00	4,488.00	
79	G99		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
80	G99		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
81	G100	1		50	45	Ingram	10,530.00	19.50	17.00	2,845.80	4,590.00	6,885.00	9,180.00	
82	G101		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
83	G102		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
84	G103		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
85	G104		x	50	45		0.00		17.00	2,845.80	4,590.00	6,885.00	9,180.00	
86	G105	1		50	50	Lucille	11,700.00	19.50	17.00	3,162.00	5,100.00	7,650.00	10,200.00	
87	G106		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
88	G107	1		60	44	Turning Point	10,296.00	19.50	17.00	2,782.56	4,488.00	6,732.00	8,976.00	
89	G108			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
90	G109			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
91	G110			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
92	G111			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
93	G112			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
94	G113			60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
95	G114	1		60	70	Escapade	16,380.00	19.50	17.00	4,426.80	7,140.00	10,710.00	14,280.00	
96	G115		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
97	H116	1		60	74	Ain't No Big Thing	17,316.00	19.50	17.00	4,679.76	7,548.00	11,322.00	15,096.00	
98	H117	1		30	28	Whistler II	6,552.00	19.50	17.00	1,770.72	2,856.00	4,284.00	5,712.00	
99	H118	1		60	38	Barrels of Fun	8,892.00	19.50	17.00	2,403.12	3,876.00	5,814.00	7,752.00	
100	H119		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
101	H120	1		60	46	Patriot	10,764.00	19.50	17.00	2,909.04	4,692.00	7,038.00	9,384.00	
102	H121		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
103	H122		x	60	55		0.00		17.00	3,478.20	5,610.00	8,415.00	11,220.00	
104	H123	1		60	63	Shear Water	16,254.00	21.50	20.00	4,687.20	7,560.00	11,340.00	15,120.00	
105	H125		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00	
106	H126		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00	
107	H128		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00	
108	H129	1		30	26	Fellowship	6,084.00	19.50	17.00	1,644.24	2,652.00	3,978.00	5,304.00	
109	I130	1		19	17	Minnow	3,978.00	19.50	17.00	1,075.08	1,734.00	2,601.00	3,468.00	
110	I131	1		30	38	Avatar	8,892.00	19.50	17.00	2,403.12	3,876.00	5,814.00	7,752.00	
111	I132	1		30	77	Ya Baby	18,018.00	19.50	17.00	4,669.48	7,854.00	11,781.00	15,708.00	
112	J134		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00	
113	J135		x	30	27		0.00		17.00	1,707.48	2,754.00	4,131.00	5,508.00	
35							332,202.00			275,395.32	444,186.00	666,279.00	888,372.00	
31%														

Proposed Rate/Boat Length

Annual Rate	17.00
Charter Annual Rate	20.00
Monthly Summer Rate	17.00
Monthly Winter Rate	24.00
Daily Transient Rate	2.00

Historical Occupancy Rates/Period

June - August	59%
September - November	47%
December - February	59%
March - May	70%

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 5, 2012

Agenda Item No. *Tab 13*

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

SUBJECT: Discussion re: Modification to the Lake Park Harbor Marina Dockage Rate Schedule

RECOMMENDED MOTION/ACTION: No formal action is being requested at this time. A new dockage rate schedule is being proposed, which if acceptable must be adopted by a Resolution of the Town Commission.

Approved by Town Manager *DSS* Date: *8/16/12*
DALE S. SUGERMAN / TOWN MANAGER *8/16/12*
 Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ N/A Funding Source: N/A Acct. # N/A	Attachments: Dockage Rate Survey Memo Dockage Rate Spreadsheet Sec. 76-91 of the Town Code
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>BK</i> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina <i>DSS</i>	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <i>DSS</i>
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>DSS</i> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Lake Park Harbor Marina is extremely underutilized and therefore revenues are extremely low. Select Town staff members have come together in an effort to craft a plan to increase the utilization, as well as the stream of revenue at the Marina. We believe the first step toward success would be to modify the dockage rate schedule.

At present, our rate structure looks like this:

Annual rate (12 months contract)	\$19.50 per foot
Summer monthly (5/1 to 10/31)	19.50 per foot
Winter monthly (11/1 to 4/30)	28.50 per foot
Charter annual (12 months contract)	21.50 per foot
Transient (daily)	1.75 per foot

Today we are currently 31% occupied (thus the comment above about underutilization). Total annual income with our 31% occupancy rate is \$332,202.00. The Town's nearest competition in terms of rental is the Riviera Beach Marina, with a per foot rental rate of \$17.70. The proposal being advanced to the Town Commission is to lower the Lake Park Harbor Marina per foot rental rate to \$17.00/linear foot of boat for annual rental and \$20.00/linear foot of boat for charter rental. (With monthly rentals during the winter months going up to \$24.00/linear foot of boat and the daily transient rate going up from \$1.75/linear foot to \$2.00/ linear foot).

Included in your packet of information is a Dockage Rate Survey conducted by Jamie Hart, Marina Director. This report provides you with a comparative analysis of the various rates being charged by the various marinas in our surrounding market.

Of course, by lowering our rate to the lowest rate in the area, we are not guaranteed that we will increase our rentals. But, the way we are doing things presently doesn't seem to be working. Therefore, we are proposing a modification to the rate structure, such that it would look like this:

Annual rate (12 months contract)	\$17.00 per foot
Summer monthly (5/1 to 10/31)	17.00 per foot
Winter monthly (11/1 to 4/30)	24.00 per foot
Charter annual (12 months contract)	20.00 per foot
Transient (daily)	2.00 per foot

Attached is a spreadsheet showing what our anticipated revenues might be, using the proposed rate structure, at 31% capacity (our present situation), 50% capacity, 75% capacity, and 100% capacity. You will immediately notice that should we lower our rates, and should we continue to remain at 31% capacity, our annualized revenues will decrease from \$ \$332,202.00 to \$275,395.32. This is a risk that you need to be aware of. However, at every other level of capacity, our revenues would increase over our current situation.

This topic is being introduced to the Town Commission for purposes of discussion. If it is your desire to modify the rate structure at the Lake Park Harbor Marina, it would have to be done by Resolution. Section 76-91 (copy attached) of the Town Code outlines the steps that the Town Commission would have to take to modify the fees.

RECEIVED

AUG 6 2012

MEMORANDUM

TO: Dale Sugerman/Town Manager
FROM: Jamie Hart Marina Director
DATE: August 6, 2012
RE: Dockage Rate Survey

*Town Of Lake Park,
Office Of Town Manager*

Per your request, we recently completed the dockage rate survey of surrounding marinas that are within a close proximity to the Lake Park Harbor Marina (see survey attached as Exhibit 1). The marinas surveyed and approximate distances from the Lake Park Harbor Marina are as follows:

- Sailfish Marina – ¾ mile
- Palm Harbor Marina – 1 ¼ mile
- North Palm Beach Marina – ¾ mile
- Old Port Cove Marina – 1 mile
- Riviera Beach Municipal Marina – 1 mile
- Cannonsport Marina – ¾ mile
- Loggerhead Marina (PBG) – 3 miles

We ranked the dockage rates of all marinas from lowest to highest in each category and discovered that the only dockage rate lower than the Lake Park Harbor Marina is the City of Riviera Beach (see spreadsheet attached as Exhibit 2). Currently, the City of Riviera Beach charges a flat slip rate of \$17.70/ft. per month compared to our lowest rate of \$19.50/ft per month for summer and annual rates. The variation is much larger with the winter rate since we currently charge \$28.50/ft per month compared to the rate of \$17.70/ft per month charged by the City of Riviera Beach. We have unofficially heard that the City of Riviera Beach will most likely be increasing their monthly dockage rate by as much as 20% at the conclusion of a major renovation project to the marina which should occur within the next 6 to 12 months. The new rate proposed by the City of Riviera Beach based on a 20% increase over the current rate of \$17.70/ft per month would be approximately \$21.24/ft per month.

Also, with the exception of Cannonsport Marina which ranks consistently last due to their extremely high winter and annual rates of \$45.63/ft per month, all of the other marinas ranked are fairly close to Lake Park Harbor Marina in all categories. The rankings show that Sailfish Marina and Loggerhead Marina consistently have the closest rates to those charged at our facility. For example, Loggerhead Marina charges a published winter rate of \$30.00/ft per month compared to our winter rate of \$28.50/ft. per month. Sailfish Marina charges an annual rate of \$21.78/ft per month and Loggerhead Marina charges a slightly higher annual rate of \$22.00/ft. per month compared to our annual rate of \$19.50/ft per month. The only marina that we cannot make a comparison to is Palm Harbor Marina which presently has unpublished rates. This is typical of some of the privately held marinas who prefer negotiating their rates which they believe provides them with a competitive edge.

If you need any additional information, please do not hesitate to contact me.

JH
Attachment

EXHIBIT 1

Advertized Dockage for Local Marinas

Marina	Lake Park Harbor Marina	Sailfish	Palm Harbor	North Palm Beach	Old Port Cove
Annual (per mo)	19.50/ft	21.78/ft	Rates Unpublished	30.88/ft	25.50/ft
Summer (per mo)	19.50/ft	25.00/ft		22.23/ft	25.50/ft
Winter (per mo)	28.50/ft	33.33/ft		Negotiable	39.54/ft
Utility (per mo)	30/elec. metered	130/ inc electric		168/inc electric	155/ inc electric
Marina	Cannonsport	Loggerhead PBG	Riviera Beach		
Annual (per mo)	45.63/ft	22.00/ft	No answer after multiple calls. Dockage listed online: 17.70 per ft/mo (electric additional)		
Summer (per mo)	36.50/ft	22.00/ft			
Winter (per mo)	45.63/ft	30.00/ft (6 mo contract: 27.00/ft)			
Utility (per mo)	metered	75-115 (electric metered)			

EXHIBIT 2

Dockage Rate Comparison

	<u>Rank</u>	<u>Summer Rate</u>
Riviera Beach Marina	1	17.70/ft
Lake Park Harbor Marina	2	19.50/ft
Loggerhead Marina PBG	3	22.00/ft
North Palm Beach Marina	4	22.23/ft
Sailfish Marina	5	25.00/ft
Old Port Cove Marina	6	25.50/ft
Cannonport Marina	7	36.50/ft
Palm Harbor Marina		UNPUBLISHED

	<u>Annual Rate</u>
Riviera Beach Marina	\$17.70/ft
Lake Park Harbor Marina	\$19.50/ft
Sailfish Marina	\$21.78/ft
Loggerhead Marina PBG	\$22.00/ft
Old Port Cove Marina	\$25.50/ft
North Palm Beach Marina	\$30.88/ft
Cannonport Marina	\$45.63/ft
Palm Harbor Marina	UNPUBLISHED

	<u>Winter Rate</u>
Riviera Beach Marina	\$17.70/ft
Lake Park Harbor Marina	\$28.50/ft
Loggerhead Marina PBG	\$30.00/ft
Sailfish Marina	\$33.33/ft
Old Port Cove Marina	\$39.54/ft
Cannonport Marina	\$45.63/ft
Palm Harbor Marina	UNPUBLISHED
North Palm Beach Marina	NEGOTIABLE

Sec. 76-91. - Fees for rental of boat slips.

All fees for the rental of boat slips within the marina, and other charges incidental thereto, shall be established by resolution of the town commission, after receipt and review of the recommendations of the harbor marina advisory board and the town manager. Leases of boat slips shall be by a standard form slip lease agreement prepared by the town. Subleases of slips shall not be permitted, except with the prior written consent of the harbor marina manager using guidelines promulgated by the town, and only upon execution of a written sublease agreement reviewed and approved as to form by the town attorney. The harbor marina manager shall retain copies of all leases and subleases of boat slips.

(Ord. No. 21-1970, § 1, 12-2-1970; Ord. No. 12-1973, § 1, 6-20-1973; Ord. No. 17-1974, § 1, 8-7-1974; Ord. No. 7-1976, § 1, 5-5-1976; Ord. No. 20-1979, § 1, 9-26-1979; Ord. No. 14-1981, § 1, 8-5-1981; Ord. No. 1-1984, § 1, 1-4-1984; Code 1978, § 8-59; Ord. No. 2-2004, § 2, 1-21-2004)