



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, November 7, 2012,  
Immediately Following the  
CRA Board Meeting  
Lake Park Town Hall  
535 Park Avenue

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

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

F. **PRESENTATION:**

1. Palm Beach County Sheriff's Office Citizens on Patrol Program Tab 1
2. Presentation by the Town Manager on Additional Programming for Fiscal Year 2012-2013 Which was not included in the Approved Budget 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 October 17, 2012                                    | Tab 3 |
| 4. Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services | Tab 4 |
| 5. Placement of Memorial Marker at Marina in Memory of Michael Pisano, Marina Director       | Tab 5 |
| 6. Purchase of a Dump Bed Trailer for Public Works   | Tab 6 |
| 7. Holiday Decorations – 10 <sup>th</sup> Street, Park Avenue, and Federal Highway           | Tab 7 |

I. BOARD MEMBERSHIP:

- |   |       |
|---|-------|
| 8. A Regular Membership Position Opened in the Planning and Zoning Board and One of the Alternate Members will be Chosen to Fill. | Tab 8 |
|---|-------|

J. RESOLUTION:

- |   |       |
|---|-------|
| 9. Resolution No. 32-10-12 To Ratify the Tentative Agreement Reached Between the Town of Lake Park and the Federation of Public Employees for Fiscal Year 2012-2013 | Tab 9 |
|---|-------|

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE TENTATIVE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE 2012-2013 FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.**

- |  |        |
|--|--------|
| 10. Resolution No. 33-10-12 Updating the Permit Fee Schedule to incorporate Penalty Fees | Tab 10 |
|--|--------|

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S PERMIT FEE SCHEDULE PERTAINING TO PENALTY FEES FOR THE FAILURE TO OBTAIN A BUILDING OR SIGN PERMIT; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

K. DISCUSSION AND POSSIBLE ACTION:

- |  |        |
|--|--------|
| 11. Authorizing the Mayor to Execute a License Agreement with Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT) | Tab 11 |
|--|--------|

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT:

# **PRESENTATION**

# TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 7, 2012

Agenda Item No. Tab 1

Agenda Title: Presentation on P.B.S.O. COP Program

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

Approved by Town Manager [Signature] Date: 10/17/12

Dale S. Sugerman, Town Manager Name/Title

Table with 3 columns: Originating Department (Town Manager), Costs (\$0.00), Attachments (None), Advertised (Not Required), Notification details.

Summary Explanation/Background:

Representatives from the Palm Beach County Sheriff's Office would like to make a presentation to the Town Commission regarding the agency's Citizens on Patrol (COP) program.

Recommended Motion: None. This is a presentation only.

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** November 7, 2012

**Agenda Item No.** *Tab 2*

**Agenda Title: Presentation by the Town Manager on Additional Programming for Fiscal Year 2012-2013 Which was Not Included in the Approved Budget**

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

**Approved by Town Manager** *[Signature]* **Date:** *10/23/12*

Dale S. Sugerman/Town Manager  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	<b>Costs: Various- TBD</b> <b>Funding Source: Various- TBD</b> Acct. # _____ <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[Signature]</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

At the final public hearing on the 2012-2013 annual operating budget I was tasked with developing an outline of potential activities, and what those might cost the Town (since these specific items were not included in the proposed fiscal year budget). The enhanced activity categories included:

- Fireworks
- A dog park
- Programming for seniors
- Programming for kids
- Funding for the Community Garden
- Funding for the Lake Park Library

A few of these activities are relatively easy to identify how much they might cost:

### Fireworks

I have been in touch with one of the premier fireworks vendors who will be sending me proposals for creating a Lake Park display for a 4<sup>th</sup> of July (2013) event. Early discussion is that we will not actually hold the fireworks display on 7/04/13, but likely within a week of that date. Preliminary indications are that fireworks displays during the "high season" for fireworks (the week before, the week of, and the week after July 4<sup>th</sup>) are the most expensive. It is unlikely that we can get a decent fireworks display for \$10,000.00. However, it appears that we could get a good 12-15 display for a cost in the \$20,000 to \$25,000 range. More information to come on this topic over the next few months.

### Dog Park

It seems that we have a few options for establishing a Dog Park. The Town-owned, one acre parcel immediately south of the Fire Station has been looked at before as a possible location for a dog park. Attached to this Monthly Update Report are two memos crafted in November of 2011 and this month by Dave Hunt, Public Works Director. Fencing this area would cost between \$13,000 and \$20,000 (depending on the type of material used for the fencing and whether or not the park were split based upon the size of the dogs). This is just the cost for fencing the proposed park. Other costs include concrete work, a shelter (for protection from the brutal summer sun), drinking water and pet waste stations. Overall ballpark costs would approximate \$48,000.00 (not including disposable materials).

There is one other possibility that we are looking at. This would be the western most area of the Community Garden. Although it is considerably smaller than the parcel on 10<sup>th</sup> Street, the Community Garden sight is already fenced and will soon have a source of water (although a meter and spigot would have to be installed). We should also give some consideration to providing shade as well. Because of its size, it would have to be limited to small and medium size dogs. We estimate that the cost to create a dog park at this site would be approximately \$12,000.00 (not including disposable materials).

### Programming for Seniors

Under the leadership of Kathleen Carroll, Recreation Director, and Karen Mahnk, Library Director, a number of programs are being considered for members of our senior community. This includes:

1. Senior trips (we have recently hired a PT bus driver).
2. Bingo
3. Zumba



4. Yoga
5. Exercise/Fitness
6. Cards (bridge, canasta)
7. Board Games
8. Cooking
9. Sewing/Knitting/ Crocheting/Quilting
10. Book Club (coordinated w/ library).

At this point, we do not anticipate any major expenses for putting on these types of programs. The thinking is that if there is an expense involved, we will charge a fee to participate in order to offset our costs. These have not been fully worked out, but this programming is designed to be both revenue and expense neutral.

#### Programming for Kids

1. Recreational League programs (flag football, soccer, tee-ball, travelling baseball, etc.) conducted by contract not-for-profit organizations (negotiations are currently underway; although we are not ready for any particular announcements yet).
2. After school recreation
3. Teen Night (coordinated w/ library & teen club)
4. School day trips (when students are off due to teacher workshop, etc...)
5. Martial Arts
6. Art Programs
7. "Kid's Day Out" Saturday Programs
8. Kelsey Park Wellness Program (Para course workout)
9. Mentoring program (older teens helping younger kids with homework)
10. Club Day Friday (reading club, garden club, etc).

At this point, we do not anticipate any major expenses for putting on these types of programs, except for the recreational leagues programs sponsored by the contract not-for-profit organizations (they have their own fee structure). Other than the recreational league programs, the thinking is that if there is an expense involved, we will charge a fee to participate in order to offset our costs. These have not been fully worked out, but this programming is designed to be both revenue and expense neutral.

#### Money for the Community Garden

This is a rather straight-forward endeavor. If the Town Commission would like to make funds available for the Community Garden, it needs to set a budget (or a threshold) and we can take funds either from the General Fund Contingency line item, or we can take it from the Unrestricted Fund Balance (unappropriated reserves).

## Money for the Town Library

This also is a rather straight-forward endeavor. If the Town Commission would like to make funds available for the Lake Park Library, it needs to set a budget (or a threshold) and we can take funds either from the General Fund Contingency line item, or we can take it from the Unrestricted Fund Balance (unappropriated reserves).

## Summary

While none of the program costs are set in stone, it appears that these six categories of additional programming will have the following approximate costs:

- Fireworks                   \$ 25,000.00 (maximum)
- Dog Park                    48,000.00 (maximum; with \$12,000 alternative)
- Seniors                     minimal expense
- Kids                         minimal expense
- Community Garden        To be determined (maybe \$10K to \$15K)
- Library                     To be determined (maybe \$10K to \$15K)

It would seem that an additional appropriation of between \$75,000.00 and \$100,000 could accomplish all of these additional projects.

## Recommended Motion:

No motion is necessary at this time, as this is only an informational report. Should the Commission decide to authorize and fund any programs which have substantial costs (such as fireworks, building of a Dog Park, money for the Community Garden or money for the Town Library) we can craft a budget amendment to be considered at a later date.



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## MEMORANDUM

Date: November 30, 2011  
To: Maria Davis  
From: David Hunt, Public Works Director  
Subject: **Town Dog Park, Estimate to Build**

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The Town property south of the Fire Station between the railroad tracks and 10<sup>th</sup> Street could be converted into a Dog Park by placing approximately 1,200 feet of four foot high chain link fence around the perimeter. There would be one entry gate and one equipment gate. This would cost around \$13,300 for galvanized fence material. Add another \$5,000 if vinyl coated fencing is specified.

There would need to be a couple of pet waste stations which consist of a bag dispenser, garbage can, and signage. This would cost about \$1,000 to set up for one year, with supply costs of around \$250 for disposable bags every year thereafter.

To get a basic fenced area for dogs to run free in would cost around \$14,300 if we went with galvanized fencing and \$19,300 if we specified vinyl coated.

Some other amenities that might be considered:

- Six foot long, recycled plastic benches at \$400 each.
- Water meter and spigot (the water bill would be a recurring expense).
- Irrigation system which would require sinking a well and bringing in electricity.
- Sod.

Ongoing maintenance of a new Town facility would have to be factored into the annual budget. The cost of this maintenance would depend upon the level of development that the park receives.



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## MEMORANDUM

Date: October 22, 2012  
To: Dale S. Sugerman, Town Manager  
From: David Hunt, Public Works Director  
Subject: **Estimates to Build Town Dog Parks: 500 block of 10<sup>th</sup> Street and at 761 Foresteria Drive**

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The Town property south of the Fire Station between the railroad tracks and 10<sup>th</sup> Street could be converted into a Dog Park by placing approximately 1,200 feet of four foot high chain link fence around the perimeter of this acre and a quarter site. There would be one entry gate and one equipment gate. This would cost around \$13,300 for galvanized fence material. Add another \$5,000 if vinyl coated fencing is specified.

It would be wise to keep the large dogs separated from the small ones by splitting the site with 124' of fencing that has an additional gate at a cost of about \$1,550 (\$2,075 if using vinyl coated material).

Approximately 50 feet of five foot wide concrete path would have to be formed and poured to provide access from a concrete apron at the Evergreen Drive parking area to a 10'x10' picnic shelter built over a concrete slab. The path and apron would cost approximately \$4,600 and the shelter about \$15,000.

To bring drinking water into the site for the dogs and their owners would cost the following:

- Water Service Capital Connection Fee for drinking fountain only (no irrigation)	\$ 270
- One inch water service with backflow (crosses 10 <sup>th</sup> Street)	4,630
- ADA compliant drinking fountain	1,133
- ForeverFresh Pet Water Bowl	129
- Misc. plumbing parts and labor	770
TOTAL for site water	\$6,932

(It would be necessary to budget annually for the water bill.)

There would need to be a couple of pet waste stations which consist of a bag dispenser, garbage can, and signage. This would cost about \$1,000 to set up for one year, with supply costs of around \$250 for disposable bags every year thereafter.

A free standing picnic table would cost about \$1,200.

*650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349*

*E-mail: [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)*

Some other amenities that might be considered would be sod and an irrigation system. This would require sinking a well and bringing in electricity.

An alternate site, while smaller and only suitable for small and medium size dogs, would be the Town owned property at the west end of the Community Garden, 761 Foresteria Drive. This quarter of an acre area (95'x105') already has fencing on four sides. All that it would require is a ten by ten fenced entry area with an inside and outside gate at a cost of about \$750.

A portion of an old asphalt parking lot remains along with a driveway apron that could serve as an ADA compliant access. A 10'x10' fabric shade canopy structure could be placed in this asphalt area for approximately \$4,700.

Potable drinking water and fixtures could be installed for around \$2,700.

A pet waste station and a picnic table could be placed for \$2,200.

There is currently an irrigation well and electricity east of this site. A simple irrigation system could be installed for the cost of materials.

The preceding figures are rough estimates using past Town projects as well as recent quotes. When budgeting it is advisable to add six to eight percent for contingencies such as parking lot striping, asphalt and concrete patching, signage, design services, and unforeseen field conditions.

Some of these tasks could be performed by Public Works personnel.

Ongoing maintenance of any new Town facility would have to be factored into the annual budget. The cost of this maintenance would depend upon the level of development that the park receives.

# **Consent Agenda**

# TAB 3



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** November 7, 2012

**Agenda Item No.** *Tab 3*

**Agenda Title: Commission Meeting Minutes of October 17, 2012**

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

**Approved by Town Manager** *[Signature]* **Date:** *10/24/12*

Shari Canada, Deputy Town Clerk  
Name/Title

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

**Summary Explanation/Background:**

**Recommended Motion:** To approve the Commission Meeting Minutes of October 17, 2012.





# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, October 17, 2012, 7:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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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. Presentation by Boy Scout Troop #180 on their Community Service Work at the Seeds of Hope Community Garden

Tab 1

**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:**

2. Regular Commission Meeting Minutes of September 5, 2012 Tab 2
  3. Commission Budget Hearing Meeting Minutes of September 12, 2012 Tab 3
  4. Special Call Final Public Hearing on the Budget Meeting Minutes of September 19, 2012 Tab 4
  5. Regular Commission Meeting Minutes of September 19, 2012 Tab 5
  6. Special Call Final Public Hearing on the Budget Meeting Minutes of September 24, 2012 Tab 6
  7. Regular Commission Meeting Minutes of October 3, 2012 Tab 7
- I. **DISCUSSION AND POSSIBLE ACTION:**
8. Palm Beach County Commission on Ethics Compliance Review Memorandum Tab 8
  9. Presentation by Nader Salour, Agent for Congress Avenue Properties Ltd., Requesting that the Town Commission Consider Modifying the Town Code, Section 78-148 (a) and (b), to Eliminate the 1,200 Foot Distance Separation Between Two Gasoline and Filling Stations Tab 9
  10. Request from the Village of North Palm Beach (NPB) for a Joint Meeting on November 8, 2012 at 6:30 p.m. at the Village of North Palm Beach Council Chamber Located at 501 US Highway 1 Tab 10
- J. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- K. **ADJOURNMENT:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, October 17, 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, October 17, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Jeanine Longtin, Steve Hockman, and Tim Stevens, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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:**

Mayor DuBois stated that there is one deletion from the Agenda.

Town Clerk Lemley explained that item I.8. Palm Beach County Commission on Ethics Compliance Review Memorandum is to be deleted from the Agenda.

**Motion: A motion was made by Commissioner Hockman to approve the Agenda as amended; 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

**PRESENTATION:**

- 1. Presentation by Boy Scout Troop #180 on their Community Service Work at the Seeds of Hope Community Garden**

Michael Goldstein, Senior Patrol Leader for Boy Scout Troop #180, introduced himself and stated that himself and other troop members are here to provide a brief overview of their garden and how it has helped the community. He introduced Troop Member Austin Daniels.

Austin Daniels stated that typical fundraisers for Boy Scout Troops are popcorn and Christmas Tree sales and that the popcorn is no longer sold. He stated that there is only one opportunity a year to sell Christmas Trees and that other fundraising opportunities where needed. He stated that the opportunity found was a plot in the Seeds of Hope Community Garden and that some of the benefits have been opportunities for fundraising, earning merit badges, and experience running a business. He stated that the things that the Troop members have learned are valuable to the Troop and their regular lives.

Blake Weger introduced himself and explained that the Troop participates in a Green Market as a fundraising tool for the Troop. He stated that the Troop members pick the vegetables the morning of the Green Market and sells the produce at the Market. He stated that the members have learned about the produce and marketing. He stated that the Troop does ten (10) markets per year and average \$450 per market. He stated that the money raised would pay for the plot however, one of the Troop Leaders has donated the cost of the plot and the proceeds from the Market are used to support the Troops Summer Camp.

Gabriel Coughlin explained that the Troop member and leaders have installed an irrigation system in the garden otherwise a Troop member would have to come to the garden every week to water the plants. He stated that the garden is approximately 60,000 square feet and of that, the Troop has approximately 35,000 square feet. He explained the irrigation system and Roger from Sunnyland Irrigation assisted the troop in installing the irrigation system.

Zach Morgan introduced himself and explained that the Seeds of Hope Community Garden was established as a community cooperative in an economically depressed area of Lake Park and that the location of the garden was an eye sore before the garden was established. He stated that the garden provides an opportunity for the people in the community to grow their own crops and have a place to get fresh produce within walking distance of their homes. He stated that the garden has had a positive effect on the participating Troop members and leaders through learning about agriculture, salesmanship, and ownership and pride in seeing the garden grow.

Daniel Donohoe introduced himself and stated that the Troop would like to see the garden continue to grow and expand. He stated that they would like to see the garden grow so that it can meet the request for produce from the local community. He stated that the Troop wants to maintain the irrigation system and expand it to the other garden plots. He stated that the Troop will continue to not only maintain their garden space but assist in maintaining the overall appearance of the garden. He stated that the unused and not sold produce is given to the Lord's Place which services the local communities. He stated that the Troop would like to install a sign on the Foresteria side of the garden to recognize the various organizations that contributed to the garden.

Troop Leader explained that the irrigation was installed for the entire garden and that individuals can tie into the irrigation system for their own gardens and that the Troop will continue to maintain the irrigation. He stated that the Troop members have done it all from planting the seeds, selling the produce, and maintaining the property.

Mayor DuBois asked what is the best selling item.

Troop Leader stated "lettuce" and that they also grow bean, peppers, garlic, onions, kale, beets, carrots and other produce.

Mayor DuBois asked where and when the produce is sold.

Troop Leader stated that the produce is sold at the Green Market in Palm Beach Gardens on Sundays. He explained that they have not had their first harvest yet and that they will start selling at the Green Market in about a month.

**PUBLIC and OTHER COMMENT:**

None.

**CONSENT AGENDA ITEMS:**

2. Regular Commission Meeting Minutes of September 5, 2012
3. Commission Budget Hearing Meeting Minutes of September 12, 2012
4. Special Call Final Public Hearing on the Budget Meeting Minutes of September 19, 2012
5. Regular Commission Meeting Minutes of September 19, 2012
6. Special Call Final Public Hearing on the Budget Meeting Minutes of September 24, 2012
7. Regular Commission Meeting Minutes of October 3, 2012

Commissioner Longtin request that item 7 be pulled from the Consent Agenda.

**Motion: A motion was made by Vice-Mayor Rumsey to approve Consent Agenda Items 2 - 6; 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

**7. Regular Commission Meeting Minutes of October 3, 2012**

Commissioner Longtin stated that on the first page the time of Mayor DuBois' arrival is not noted and that her notes stated that he arrived at 7:14 pm and requested that the time be added to the minutes.

**Motion: A motion was made by Commissioner Longtin to approve the Regular Commission Meeting Minutes of October 3, 2012 as amended; 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

**DISCUSSION AND POSSIBLE ACTION:**

**8. Palm Beach County Commission on Ethics Compliance Review Memorandum**

This item was deleted from the Agenda.

**9. Presentation by Nader Salour, Agent for Congress Avenue Properties Ltd., Requesting that the Town Commission Consider Modifying the Town Code, Section 78-148 (a) and (b), to Eliminate the 1,200 Foot Distance Separation Between Two Gasoline and Filling Stations**

Town Manager Sugerman stated that this item was continued from the October 3, 2012 Commission Meeting and explained the item (see attached Agenda Request Form Exhibit "A").

Nader Salour explained that the Code requiring the 1,200 foot distance separation between two gasoline and filling station was adopted in 1966 and the main issue was

environmental concerns. He stated that since that time the strides have been made to mitigate the environmental concerns. He stated that the Code does not apply to current gasoline stations given the requirements to protect the environmental, that abutting municipalities do not have these limitation and requested that the Town modify the Code to permit gasoline stations within 1,200 feet of each other.

Commissioner Hockman stated that the map included in the agenda package needs to be updated and stated that he does not have a problem with a gas station at the proposed location.

Vice-Mayor Rumsey asked if the proposed extension of Park Avenue is located is in the Bioscience Overlay.

Community Development Director, Nadia DiTommaso explained that the property designated for the Park Avenue extension is the northern border of the Bioscience Overlay.

Vice-Mayor Rumsey stated that he understands that this is not about a particular site, however he is in favor of the proposed location and modifying the code. He stated that anything that can be done to enhance the Town's business space should be considered.

Commissioner Stevens stated that he is in favor of putting a gas station at the proposed location. He stated that environmental concerns is not the only reason for requiring the separation and asked if there are any reasons that the Code should not be modified.

Mr. Salour explained that it is difficult to provide other reasons to require the separation. He stated that it is common to see gas stations across the street from each other and the proposed location in 800 feet from the nearest gas station within Lake Park. He stated that economically it must work for gas stations to be located near each other.

Commissioner Stevens asked if there are environmental regulation in place for gas stations.

Mr. Salour stated "yes".

Commissioner Longtin asked if this agenda item is to eliminate the 1,200 foot distance between gas stations or would it be to modify the distance.

Town Manager Sugerman explained that this item is to get direction from the Commission on how to proceed.

Commissioner Longtin stated that she is happy with the way the Code is currently written.

Commissioner Hockman asked what the proposed gas station location is zoned.

Community Development Director DiTommaso stated that is it zoned C-2.

Mayor DuBois asked if gas stations are an approved use in the Bioscience Overlay.

Community Development Director DiTommaso stated that in the underlying zoning district C-2 gas stations are approved as a special exception and would have to go through the special exception approval process.

Vice-Mayor Rumsey asked how many people would be employed by the proposed gas station.

Mr. Salour stated that he does not have that information with him and stated that if this moves forward that information would be included in the presentation given when they come before the Commission for site plan approval.

Mayor DuBois stated that another reason for the Code could have been a concern regarding the over proliferation of gas stations. He stated that in this case he does not see the other corners around the proposed location being used in that manner. He suggested that a motion could be to direct staff to prepare a modification to the Code section 78-148 to omit the 1200 foot separation requirement for gas stations.

Town Manager Sugerman explained that the Code currently reads that "No gasoline and oil filling station and no service station shall be erected within 1,200 feet of any church, hospital, school or other similar institution, or within 1,200 feet of location of another gasoline and oil filling station or service station located within the Town" and that Mr. Salour's request is to just modify the portion dealing with "or within 1,200 feet of location of another gasoline and oil filling station or service station located within the Town".

Mr. Salour concurred.

Mayor DuBois suggested that staff be directed to modify the Code Section 78-148 to omit 1200 foot separation between or within 1,200 feet of location of another gasoline and oil filling station or service station located within the Town.

Commissioner Stevens stated that for this purpose that the 1200 feet does not have to be omitted the separation could be changed to 600 feet.

**Motion: A motion was made by Commissioner Stevens to direct staff to prepare an Ordinance modifying the Town Code section 78-148 adjusting the amount of feet between another gasoline and oil filling station or service station located within the Town to 600 feet; 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

**10. Request from the Village of North Palm Beach (NPB) for a Joint Meeting on November 8, 2012 at 6:30 p.m. at the Village of North Palm Beach Council Chamber Located at 501 US Highway 1**

Town Manager Sugerman explained the request from the Village of North Palm Beach (see Agenda Request Form attached as Exhibit "B").

Vice-Mayor Rumsey stated that he has no problem with the meeting, but he is not available on November 8, 2012.

**Motion: A motion was made by Commissioner Steven to hold a Special Meeting of the Town of Lake Park Commission on Thursday, November 8, 2012 in conjunction with the Village of North Palm Beach at 6:30 pm at the Village of North Palm Beach Council Chambers located at 501 US Highway 1 and to direct staff to notice the meeting accordingly; Commissioner Hockman made the second.**

Commissioner Longtin stated that she is not available on November 8, 2012.

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

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Longtin** announced Oktoberfest is upcoming.

Mayor DuBois stated that Oktoberfest has been cancelled.

Town Manager Sugerman explained that he received notice of the cancellation today and that there has been a change in leadership of the Kiwanis Club and that the timing of the Oktoberfest for this year did not work.

Mayor DuBois suggested bring together the leadership of the other non-governmental and charity organizations in the Town and multiple those numbers and have them work together for an event.

Commissioner Longtin asked for a status update regarding the Burt Reynolds Institute for Film and Theatre (BRIFT) agreement for use of Town facilities.

Town Manager Sugerman stated that the item is anticipated to be on the November 7, 2012 Agenda.

Commissioner Longtin asked for a status regarding the Marina Litigation Settlement Agreement.

Attorney Baird stated that the Settlement Agreement is being processed and signed by all parties and is hopeful that checks will be in process before the next Commission meeting.

Commissioner Longtin stated that the Sunset Celebration is on Friday, October 26, 2012 at 6:00 pm at the Marina.

**Commissioner Stevens** thanked Boy Scout Troop 180 for all of their hard work in the Seeds of Hope Community Garden.

**Commissioner Hockman** stated that on Thursday, November 19, 2012 Movie Madness will be at the Library and the movie is "Over the Hedge". On October 31, 2012 the Library is having a Halloween Party and that there will be Trunk or Treat in Kelsey Park being put on by Palm Beach Sheriff's Office and Bridges of Lake Park. He stated that on November 4, 2012 there will be a Car Show in the Publix Plaza. He stated that the Election is coming up and encouraged people to vote and spend time looking at the amendments on the ballot. He thanked Boy Scout Troop #180 and that this month is popcorn month and the funds raised pays for the members to go to summer camp.

**Vice-Mayor Rumsey** stated that Commissioner Stevens had come up with ideas during the budget process for small programs that he would like to bring forward and hopes that the ideas will be coming forward soon because there are suggestions that need to be evaluated by the Commission.

Commissioner Stevens stated that some ideas will be coming forward at the November 7, 2012 Commission meeting.

Town Manager Sugerman stated that the information will be provided to the Commission in his report on October 30, 2012 and then there will be a discussion at the November 7, 2012 meeting.

**Mayor DuBois** thanked Boy Scout Troop 180. He stated that Trunk or Treat is on October 31, 2012 at Kelsey Park. He stated that the Lady Bug Book reading event was a success. He stated that Florida Power and Light (FPL) are installing new poles, power lines, and transformers. He explained that his property was one of the access point and there was some damage to his lawn and he called the number that was on the notification card and FPL came out and repaired the lawn. He encouraged anyone with the same situation to contact FPL to make the repairs. He stated that he wants to bring non-government organizations such as Kiwanis, Bridges at Lake Park, Friends of the Library, and other organizations together to put on events and social programs within the Town and that there could be a method of providing funding from the Town for the events and social programs.

Commissioner Stevens stated that as long as the events are for seniors and children that it does not matter who is doing it.

Commissioner Longtin stated that she would like the Town to work with these organizations.

**Attorney Baird** had no comments.

**Town Manager Sugerman** explained that the Florida Inland Navigation District (FIND) grant funds were not given for the Marina building, therefore the fees for Town facilities rental for resident verse non-resident can be different and that no changes to the Resolution adopting the rental fee are needed. He stated that October 21 through October 27, 2012 is Florida City Government Week and that 5<sup>th</sup> Grade students from Lake Park Elementary and Lake Park Baptists will be celebrating the week with the Town and will see presentations related to the history of Lake Park and the operations of the Town. He provided a document to the Commission (see attached Exhibit "C") and explained that his contract requires the Town Manager and Commission to set goals and objectives within 120 days of his initial employment and that 120 days will be October 29, 2012. He suggested holding a special meeting prior to October 29, 2012 or the Commission could authorize an extension of the 120-day period so that the goals and objectives can be established.

Mayor DuBois suggested that the extension be granted for this one instance for 60 days because of the upcoming holiday season. He suggested Town Manager Sugerman get with each Commissioner individually and come back in 90 days or if not grant an extension of 60 days and the Commission and Town Manager would do it as a group.

Commissioner Longtin stated that because of the holidays that she is ok with a 90 day extension.

Commissioner Stevens suggested the first meeting in January so that it is after the holidays and there is enough time to get with each Commissioner.

Vice-Mayor Rumsey concurred.

Town Manager Sugerman stated that he will prepare a list for discussion by the Commission at the first meeting in January.

**Motion: A motion was made by Commissioner Stevens directing Town Manager Sugerman to prepare goals and performance objectives by the January 2, 2013 Commission Meeting; Commission Hockman seconded the 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

Town Manager Sugerman advised the Commission that there was a significant rain event on October 17, 2012 and that Lake Park received 2.63 inches of rain according to the South Florida Water Management District. He stated that the event did not reach the threshold to be considered a flood, but it was classified as a severe standing water. He stated that Public Works Department responded and did their best and worked with PBSO to clear the drains that were cluttered with debris to make sure the water receded as quickly as possible.

Vice-Mayor Rumsey stated that the Town was featured on channel 25 regarding the rain event and he thanked the Public Works Department.

Commissioner Longtin asked if it was high tide.

Town Manager Sugerman stated "no".

Mayor DuBois asked if the Town has it own rain gauges.

Town Manager Sugerman stated "no".

Commissioner Stevens suggested rain gauges be associated with the Town's sprinkler systems.

**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 Stevens, and by unanimous vote, the meeting adjourned at 8:10 p.m.

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

\_\_\_\_\_  
Deputy Town Clerk, Shari Canada, CMC

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

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2012



Town of Lake Park Town Commission

Exhibit "A"

Agenda Request Form

Meeting Date: October 17, 2012

Agenda Item No. Tab 9

Agenda Title: Presentation by Nader Salour, agent for Congress Avenue Properties Ltd., requesting that the Town Commission consider modifying the Town Code, Section 78-148 (a) and (b), to eliminate the 1,200 foot distance separation between two gasoline and filling stations.

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

Approved by Town Manager [Signature] Date: 10/5/12

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

Form with fields: Originating Department (Community Development), Costs (\$ 0.00), Attachments (Excerpt of the Town of Lake Park Future Land Use Map, etc.), Advertised (Date: N/A), and notification status.

Summary Explanation/Background:

At the October 3rd Town Commission meeting, Mr. Nader Salour, agent for Congress Avenue Properties Ltd., provided a presentation requesting consideration by the Town Commission to modify Section 78-148 (a) and (b) of the Town Code such that if amended, the required 1,200 foot distance separation between two gasoline/oil filling stations, would no longer apply.

In response to the Town Commission's comments and concerns, staff has prepared a spreadsheet outlining the various gas stations in Town and their distance from one another. The path of reference, as well as the spreadsheet is attached. Staff has determined that we have three (3) gas stations that do not meet the 1,200 foot distance requirement from another station within the Town. Two of these stations were built prior to the Code taking effect in 1966. The third station, Sunoco at 980 Northlake Boulevard, was built in 1983 when the Code was in full effect. Staff is unable to locate the development order to determine whether unique conditions were applied to the approval of this gas station.

In addition, there was some concern with regards to Mr. Salour's parcel being located within the Bioscience Research Protection Overlay (BRPO). An excerpt of the Future Land Use Map, as well as a location map is attached. A small portion of the entire Congress Avenue Properties parcel is actually within the BRPO. The portion within the BRPO is that part of the parcel which is reserved for the future Park Avenue extension road as shown on the attached location map. The gas station will be proposed to be built just north of the road and will not be located within the BRPO.

The gas station discussed by Congress Avenue Properties at the October 3<sup>rd</sup> Town Commission meeting, is proposed to be located on the portion of the site directly north of the proposed alignment for the Park Avenue extension road. Only the Park Avenue extension portion of the parcel is located within the BRPO. All areas located north of the proposed Park Avenue extension, along Congress Avenue, are not located within the BRPO (see attached Location Map). This being said, staff would like to advise the Town Commission of the following:

- (1) Since this would be a code amendment, consideration for the elimination of the 1,200 foot distance separation would apply to all areas in Town, not only Congress Avenue Properties.
- (2) This agenda item is not being considered for site plan approval.
- (3) All aspects of development, inclusive of zoning and land use designations, must be considered through the site plan approval process which includes a public hearing component. At that time, the Town Commission may likely consider incorporating the Park Avenue extension road portion that immediately abuts the proposed development as a condition of approval.

**Recommended Motion:** Based on the presentation previously provided and the information provided this evening, it is recommended that the Town Commission make a determination as to whether any action should be taken and if so, can direct staff on how to proceed.

**EXCERPT OF THE TOWN OF LAKE PARK FUTURE LAND USE MAP**

**PROPOSED GAS STATION LOCATION SHOWN BELOW**



**Legend**

 Bioscience\_2



**LOCATION MAP**

**CONGRESS AVENUE PROPERTIES LTD**

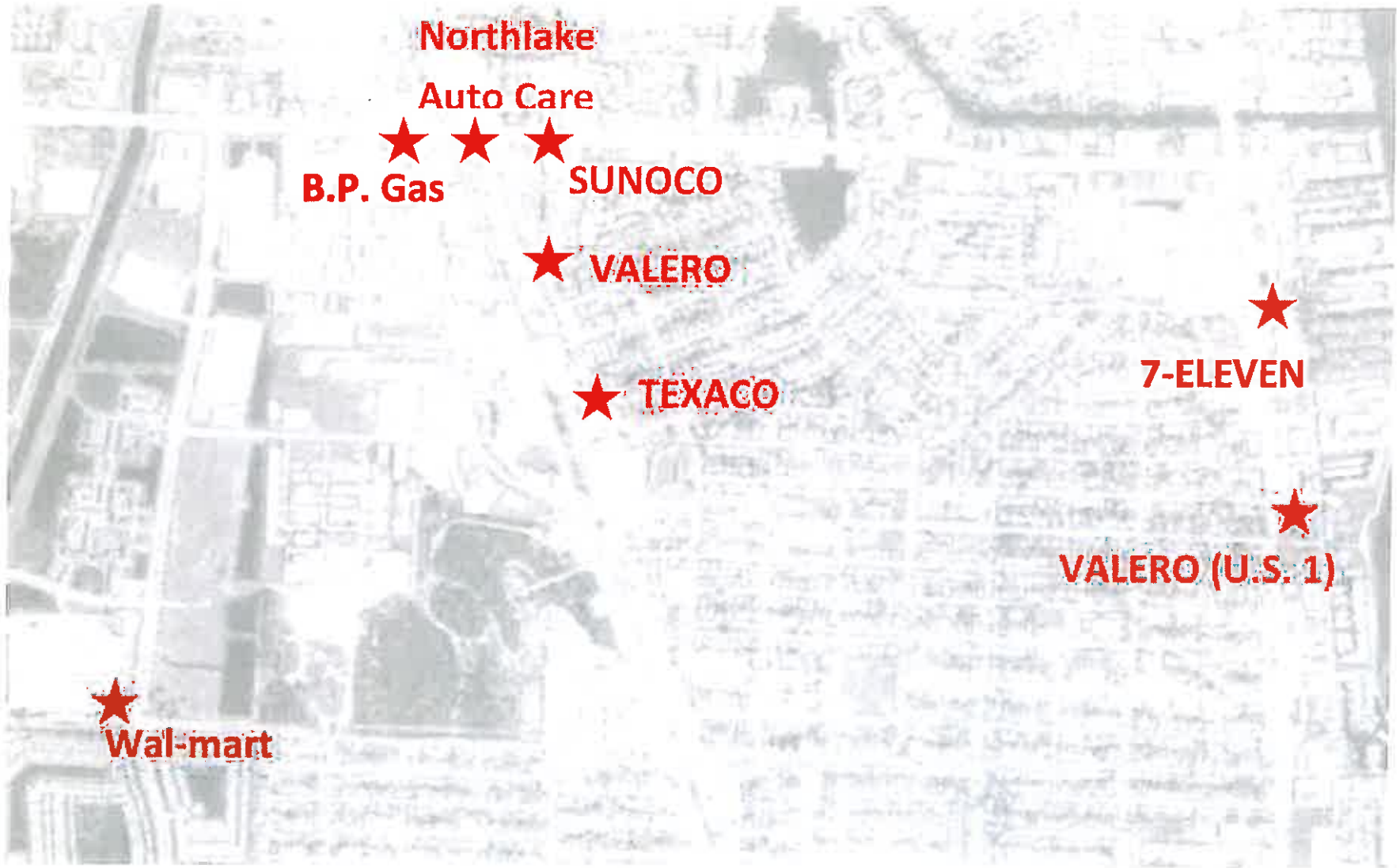
**Property Control Number: 36-43-42-19-00-000-5040**



## GAS STATION DISTANCE SEPARATION RESEARCH

Name	Address	Year Building Constructed	Date of Opening	Distance <i>(Measured to the closest station IN LAKE PARK)</i>
Murphy Oil USA #7362 (WALMART)	103 N. Congress	2008	7/23/2008	Walmart to B.P.: <b><u>7392 feet</u></b>
Hess Express #09240 (B.P. GAS)	1216 Northlake	2001	8/23/2002	
Northlake AutoCare	1000 Northlake	1965	9/16/2003	B.P. to Northlake Auto Care: <b><u>528 feet</u></b>
Assume 1st Inc. (SUNOCO)	980 Northlake	1983	9/12/2008	Northlake Auto Care to SUNOCO: <b><u>272 feet</u></b>
Pit Stop Food Mart (VALERO)	1401 10th St	1961	3/1/2006	SUNOCO to VALERO: <b><u>1056 feet</u></b>
Hayma Enterprise (TEXACO)	917 10th St	1964	5/17/2011	VALERO to TEXACO: <b><u>1584 feet</u></b>
Longrun Oil Corp (VALERO)	140 N. Fed. Hwy	1960	7/3/2003	TEXACO to VALERO (US.1) : <b><u>8976 feet</u></b>
Chaves Lakes Park Corp (ELEVEN)	(7- 1220 N. Federal	1990	9/5/2006	VALERO (US.1) to 7-ELEVEN: <b><u>3696 feet</u></b>

Lake Park Gas Stations



**Sec. 78-148. - Gasoline and filling stations—Prohibited near certain uses.**

(a)

*Prohibition.* No gasoline and oil filling station and no service station shall be erected within 1,200 feet of any church, hospital, school or other similar institution, or within 1,200 feet of location of another gasoline and oil filling station or service station located within the town.

(b)

*Method of measurement.* The method of measurement that shall apply in such cases shall be by measurement of the air-line distance made or taken from the nearest boundary of the lot or premises where such existing station is located to such building or structure used as a church, hospital, school or other similar institution or to the boundary of the lot or premises where another station is to be erected. Nothing in this section shall prohibit the operation of existing gasoline or reconstruction of any presently existing gasoline and oil filling stations or service stations.

(c)

*Exception.* This section shall not apply to any automobile service station and permitted ancillary uses located in the C-3 zoning district.

(Code 1966, § 45-62; Ord. No. 4-1966, § 1, 4-4-1966; Ord. No. 26-1990, § 8, 10-31-1990; Ord. No. 3-1997, § 1, 1-22-1997; Code 1978, § 32-92)





**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

AAI File No. 12-2179  
September 6, 2012

**Congress Avenue Properties  
4500 PGA Boulevard, Suite 207  
Palm Beach Gardens, Florida 33418**

**Attention: Nader Salour**

**ENVIRONMENTAL ISSUES  
PARCEL 34.03D SERVICE STATION PROJECT  
LAKE PARK, FLORIDA**

The captioned project consists of the construction of a service station for distribution of vehicular fluids and other goods on the east side of Congress Avenue, north of the future extension of Park Avenue, in Lake Park, Florida. The location of this service station will be less than 1,200 feet from the location of the existing Murphy USA #7362 station which is located on the west side of Congress Avenue.

It is our understanding that Lake Park has a stipulation that no gasoline dispensing station can be established within 1,200 feet of an existing one. It is believed that this restriction was made in consideration to the concentration of potential sources of contamination in a small area of the town. This restriction was apparently set more than 40 years ago. It is apparent that it has not been uniformly applied (if at all), since some stations in Lake Park are closer than 1,200 feet apart.

Contamination in service stations is mainly caused by leakage from aging, single wall underground steel tanks and distribution lines which tend to corrode. Gasoline products tend to remain at the top of the groundwater table and move in the direction of groundwater flow. Certain products persist and may reach hundreds of feet from the source pending the velocity of groundwater flow.

We note that drastic changes took place in the 1990's in regards to the use of underground storage tanks because of concerns with regards to the deterioration of surficial aquifers due to contamination from petroleum products. Thus, Chapter 62-761, Florida Administrative Code called for the replacement of all single wall underground steel tanks pending their age, so that very old tanks would be replaced by 1998 and newer tanks by 2009. New technology has permitted the replacement of such tanks with double-walled fiberglass tanks. These are basically a regular storage tank inside a larger, empty tank, with the space between the walls serving as containers of any spill from the interior container where the fluid is stored. Sensors are installed to detect leaks as soon as possible. Distribution lines are similarly protected.

New service stations such as the nearby Murphy USA #7362 and the proposed service station are constructed with double wall appurtenances and sensors. Stations are inspected regularly by the Florida Department of Environmental Protection to check for violations in operating procedures.

Because of the implementation of effective protective measures there is little risk of the development of a substantial spill. The likelihood of spills at two stations at the same time is of course minimal. We note that techniques for the remediation of spills is basically standardized by now, with the installation of recovery wells and the treatment of the contaminated water by volatilizing the products of concern, as well as by filtering the recovered groundwater through charcoal beds. Thus, there is no fear of developing a large plume. The nearest drinking water wellfield is located approximately 1,700 feet west of the site but the site is not within the published zone of influence of these wells.

In brief, present regulations have resulted in the safe, monitored operation of protected storage and distribution appurtenances so that there is no danger of the development of a significant, combined plume from stations less than 1,200 feet apart. It is evident that the 1,200 feet separation rule is obsolete and can be safely eliminated.

Please do not hesitate to contact us if you have any questions concerning this report.

**ARDAMAN & ASSOCIATES, INC.**



Roberto E. Balbis, P.E.  
Principal Engineer

Attachment: Murphy FDEP Annual Tank Inspection dated December 1, 2011



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "B"

Meeting Date: October 17, 2012

Agenda Item No. Tab 10

Agenda Title: Request from the Village of North Palm Beach (NPB) for a joint meeting on November 8th, 2012 at 6:30 p.m. at the Village of North Palm Beach Council Chambers located 501 US-Highway-1.

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

Approved by Town Manager [Signature] Date: 10/5/12

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

Table with 3 columns: Originating Department (Community Development), Costs (\$0.00), Attachments (Village of NPB Code Section 45-35.1(10)(f), amendment request, Ordinance 03-2003), Advertised (N/A), Notification (ND), and Summary Explanation/Background.

Summary Explanation/Background: North Palm Beach (NPB) contacted staff regarding a joint meeting. The Village Shoppes, the eastern portion of the Publix plaza located in NPB, is requesting a change to their conceptual signage plan to allow more signage. Given the shared municipality boundary, their development order requires that this change be presented at a joint meeting with the Lake Park Planning & Zoning Board which is already scheduled for Thursday, October 18th at 6:30 p.m. in the North Palm Beach Council Chambers. Consequently, their Village Code Section 45-35.1(10)(f) (attached) requires that a Joint approval hearing of both Commissions also be held. This item is being initiated by NPB. They will be handling the notices and providing the necessary back-up materials for distribution prior to the meeting. The joint Commission meeting is scheduled for Thursday, November 8th at 6:30pm in the NPB Council Chambers located at 501 US-1. The Village of NPB is respectfully requesting the Town Commission's attendance in an attempt to discuss all proposed modifications which require joint approval.

Recommended Motion: Staff is requesting that the Town Commission consider attending a joint meeting on Thursday, November 8th, 2012

## MEMORANDUM

TO: Honorable Mayor and Members of the Town Commission  
FROM: Dale S. Sugerman, Town Manager  
DATE: October 17, 2012  
SUBJECT: Goals and Objectives Setting Session

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Under the terms of my employment agreement as your town manager, there is an obligation for the Commission and the manager to set goals and objectives within 120 days of my initial employment. Specifically, Section 7 of the employment agreement says:

*"The Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall six (6) months thereafter conduct its first annual review to evaluate the performance of the Town Manager. Thereafter, the Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. The Commission and Town Manager may further mutually adopt and establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager" [emphasis added].*



My first day of work was July 2, 2012. 120 days will be October 29<sup>th</sup>; so it appears that we should either hold a special meeting prior to October 29<sup>th</sup> to establish the initial goals and performance objectives, or the Commission should authorize an extension of the initial 120 day period such that the list can be mutually worked on over the coming weeks.

I am receptive to either way of establishing a timeframe for the development of the initial goals and performance objectives.

A handwritten signature in cursive script that reads "Dale". The signature is written in black ink and is positioned above a solid horizontal line that extends across the width of the signature.

Dale S. Sugerman, Ph.D.  
Town Manager

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: **November 7, 2012**

Agenda Item No. *Tab 4*

**Agenda Title: Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services**

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

Approved by Town Manager *[Signature]* Date: *10/12/12*

Vivian Lemley, Town Clerk  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">Town Clerk</p>	Costs: \$ 11,000 Funding Source: Acct. # <b>106-33000</b> <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• SOE Agreement</li> <li>• Email requesting review for legal sufficiency from Attorney</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>VML</i></u> <b>Please initial one.</b>

**Summary Explanation/Background:** The Supervisor of Elections (SOE) has an annual agreement with each municipality in Palm Beach County, which allocates certain responsibilities and expenses to ensure that the provisions of the Florida Election Code are followed during municipal elections. The Town of Lake Park's municipal election will be conducted on Tuesday, March 12, 2013.

**Recommended Motion:** Approve the attached agreement with the SOE for election services.

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE  
TOWN OF LAKE PARK**

**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, 2012 effective January 1, 2013, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1 (d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the *Town of Lake Park*, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “**Municipality**”.

WITNESSETH:

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the *Town of Lake Park* General Municipal election is *March 12, 2013*. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.

Examples of total costs to small, medium, and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**(1) Municipality**

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and act as a member of the Municipality's Canvassing Board, which may or may not include the SOE.
- (c) Certify that the registered voter information provided by the SOE to the municipality Reflects the proper boundaries of the city and notify the SOE of any changes.

**(2) SOE**

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit, and news releases on book closing.

**B. Qualifying Candidates**

**(1) Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

## **C. Ballots**

### **(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

### **(2) SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store, and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

## **D. Equipment Testing**

### **(1) Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

### **(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

## **E. Early Voting – Optional**

### **(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

### **(2) SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

## **F. Absentee Voting**

### **(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

### **(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

## **G. Polling Places**

### **(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

### **(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

## **H. Precinct Supplies**

### **(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

### **(2) SOE**

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

## **I. Poll Workers**

### **(1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

### **(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

## **J. Election Day Support**

### **(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and



- open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**(1) Municipality**

**(2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.

- (g) Record voting history for each voter who voted on Election Day.

**M. Audit**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

**(2) SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

**5. INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the

Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. **TERM:**

This Agreement shall begin on the effective date January 1, 2013 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

7. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

8. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b>	<b>For the Municipality:</b>
Supervisor of Elections	<u>Name</u>
240 S. Military Trail	<u>Street Address</u>
West Palm Beach, Florida 33415	<u>Municipality, FL</u>
Attention: Susan Bucher	<u>Attention: Manager</u>

9. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

10. By signing this contract, you and your municipality approve the contract as a form of legal

sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

**11. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2013.

As to the SOE:

WITNESSES:

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

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
Susan Bucher

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

**As to the MUNICIPALITY:**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Municipal Clerk

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

(Affix Municipal Seal)

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

## Vivian Lemley

---

**From:** Baird, Thomas J. [TBaird@jonesfoster.com]  
**Sent:** Thursday, October 04, 2012 11:51 AM  
**To:** Vivian Lemley; Green, Marilyn R.  
**Cc:** Dale Sugerman  
**Subject:** RE: Supervisor of Elections Contract

I don't have any comments regarding the substance of the contract, since you would have a better understating of whether the duties and costs the SOE is pushing off on the Clerk and Town than I. I would point out that the SOE is requiring a Resolution be adopted by the Commission requesting that the SOE conduct the town's election. I believe we have done that in the past. Counsel for the PBC League of cities usually "weighs in" on these agreements so you may want to contact the League offices and see if the League's counsel has any comments that it is providing to all municipalities.



**Thomas J. Baird** Florida Bar Board Certified City, County and Local Government Attorney  
Direct Dial: 561.650.8233 | Fax: 561.746.6933 | [tbaird@jonesfoster.com](mailto:tbaird@jonesfoster.com)

Jones, Foster, Johnston & Stubbs, P.A.  
801 Maplewood Drive, Suite 22-A, Jupiter, Florida 33458  
561-659-3000 | [www.jonesfoster.com](http://www.jonesfoster.com)

U.S. Treasury Regulation Circular 230 requires us to advise you that written communications issued by us are not intended to be and cannot be relied upon to avoid penalties that may be imposed by the Internal Revenue Service.

Incoming emails are filtered which may delay receipt. This email is personal to the named recipient(s) and may be privileged and confidential. If you are not the intended recipient, you received this in error. If so, any review, dissemination, or copying of this email is prohibited. Please immediately notify us by email and delete the original message.

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**From:** Vivian Lemley [<mailto:vlemley@lakeparkflorida.gov>]  
**Sent:** Wednesday, October 03, 2012 4:26 PM  
**To:** Baird, Thomas J.; Green, Marilyn R.  
**Cc:** Dale Sugerman  
**Subject:** Supervisor of Elections Contract

Good afternoon Tom,

Can you please review the attached contract for legal sufficiency with the SOE for Election services? If you have any changes please let me know because I will need to notify the SOE. I will be placing this contact on the November 7, 2012 Commission meeting agenda.

Sincerely,

Vivian Mendez Lemley, CMC  
Town Clerk  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

561-881-3311

561-881-3313 fax

[vlemley@lakeparkflorida.gov](mailto:vlemley@lakeparkflorida.gov)

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

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 7, 2012

Agenda Item No. *Tab 5*

Agenda Title: Placement of Memorial Marker at Marina in Memory of Michael Pisano, Marina Director

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

Approved by Town Manager *DD* Date: *10/26/12*

*David Hunt*  
David Hunt, Public Works Director

<b>Originating Department:</b> Public Works	<b>Costs: Public Works Force Account Labor</b>  <b>Funding Source: DPW Budget</b>  Acct. #: N/A <input checked="" type="checkbox"/> Finance <u><i>DD</i></u>	<b>Attachments:</b> None
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> <u><i>DD</i></u> Please initial one.

**Summary Explanation/Background:** Michael Pisano served the Town of Lake Park as its Marina Director from November, 2007 until February, 2012, when he passed away suddenly at his home. Mike had been involved with the marine services industry for many years before coming to the Town. He provided outstanding customer service and restructured operations to achieve the Florida Department of Environmental Protection Clean Marina designation. He ensured that the Marina addressed critical environmental issues such as sensitive habitat, waste management, stormwater control, spill prevention, and emergency preparedness.



Mike's friends and co-workers would like to place an engraved granite marker in his memory beneath the yardarm/flagpole at the Marina.

The Commission is being asked to approve the use of this Town space for the placement of this privately funded memorial. In addition, Commission approval is being sought to hold a weekend memorial service at the Marina this month or in the early part of December to dedicate the marker.

No Town funds are needed for this project beyond some Public Works labor during regularly scheduled hours to prepare the site and to set the 8"x12" stone in the ground.

**Recommended Motion: Approve the placement of a privately funded granite marker at the base of the Marina flagpole in memory of its former Director, Michael Pisano.**

**Approve a weekend Memorial Service to remember Mike on a date to be determined by his family.**

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: November 7, 2012**

**Agenda Item No. *Tab 6***

**Agenda Title: Purchase of Dump Bed Trailer for Public Works**

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

**Approved by Town Manager** *DSS* **Date:** *10/26/12*

*David Hunt*  
**David Hunt, Public Works Director**

<b>Originating Department:</b>  <p align="center"><b>Public Works</b></p>	<b>Costs: \$ 6,006.65</b> <b>Funding Source: DPW, Streets &amp; Roads Budget</b> <b>Acct. # 190-64100</b> <input checked="" type="checkbox"/> <b>Finance</b> <i>BKR 10-22-12</i>	<b>Attachments:</b> <b>(3) Vendor Quotes</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR <b>Not applicable in this case</b> _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Public Works Streets & Roads Division currently uses Vehicle No. 32 to haul bulk materials such as street asphalt, sod for swale renovations, shellrock, excavated soil, fill dirt, and mulch. This vehicle is 18 years old and the record of recent repairs required to keep it roadworthy indicate that it is nearing the end of its useful life expectancy.

Rather than replace this "one ton" dump body truck, Publics Works budgeted for the purchase of a dump trailer that has an electrically operated hydraulic arm and can carry over two tons of material. There are six pickup trucks in the fleet that are capable of towing this trailer, as needed. The cost of this trailer is one fifth the amount that the Town would pay for a new truck. The lowest of three

quotes received for this dump trailer is \$6,006.65 from Kauff's Truck & Trailer, a Lake Park business. The other two quotes received for this dump trailer are as follows:

-Tropic Trailer, Ft. Myers	\$6,104.50
-Rayside Truck & Trailer, West Palm Beach	\$6,304.00

**Recommended Motion: Approve using budgeted funds for the purchase of a dump trailer for Streets and Roads operations in the amount of \$6,006.65.**

ESTIMATE

# KAUFF'S TRUCK & TRAILER

Page 1  
Est Date: 10/05/12 10:48 am

TOWN OF LAKE PARK MAINT 650 OLD DIXIE HWY  LAKE PARK FL 33403 Home Phone: 881-3300 Business Fax: 848-0356	12 ANDERSON 6 X 10 DUMP 5T Mileage in:0 out: Lic: ? Cyl Eng Vin: Eq: Profile:
--	--

**TRAILER QUOTE**

**Job01 TRAILER QUOTE** **Labor: \$0.00**

2012 ANDERSON DUMP TRAILER, TANDEM AXLE WITH SURGE BRAKES, TARP SYSTEM AND CHARGING SYSTEM. ORANGE IN COLOR

D6103T SB	6 X 10 DUMP 3 TON SURG-N	1.0 @	6006.65 =\$	6006.65	
7000# GVW, 2" COUPLER, 15" WHITE SPOKE WHEELS, STAKE POCKETS, 24" SIDES, CHARGER, SURGE BRAKES, TWO WAY REAR DOOR					
					6006.65
					<b>Job Subtotal: \$6,006.65</b>

Shop Supplies an/or Hazardous waste removal charges may apply. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

Payments to Kauff's Truck Center	Cost Summary	
Status: Estimate	Labor	0.00
	Parts	6,006.65
Payments:	Subtotal	6,006.65
	Total	\$6,006.65
	Payments	0.00
	Bal Due	6,006.65 ✓

Thank you for choosing Kauff's Truck Center



9451 Workmen Way  
 (239) 482-4430  
 (800) 897-4430

Fort Myers, FL 33903  
 (239) 482-3386 Fax

Sold To: TOWN OF LAKE PARK

Phone: (561) 881-3345

Phone: (561) 722-9379 HOWARD

LAKE PARK FLORIDA

Fax: (561) 881-3349

Date: 10/18/2012

Salesperson: JEFF ZAT

Type: DUMP

Year: 2012

Make: ANDERSON

Model: D6103T

Color: BLACK

Tire Size: 15

QTY	DESCRIPTION	Unit	TOTAL
	GWC 7000 Trailer Weight: 2500		
	Net Capacity: 4500 VIN Number:	ORDER	
1	D6103T DUMP TRAILER		
	BATTERY CHARGER		
	SURGE BRAKES		
	ROLL TARP		
	2 WAY GATE		
	PICK UP IN FORT MYERS		5,650.00
	4-5 WEEKS PRODUCTION TIME FROM ORDER		
	DELIVER TO LAKE PARK		350.00
	CONTACT JEFF ZAT		
	NEED SALES TAX EXEMPTION FORM		

DOCUMENTARY and HANDLING FEE, including preparation of documents, affidavits, notary services, temporary tag and with this transaction, documentary, get ready and handling fees. 99.00

**Special Order trailers require a 50% deposit.**  
**The deposit is non-refundable once the trailer is in production.**

According To Florida Statute 318.261.3: "Any Trailer With A GROSS Load Rating Of 3000# Or More, Is REQUIRED To Have Brakes On ALL Axes. Customers Ordering Trailers NOT According To State Law, Assume All Liability.

Should A Dispute Arise Regarding Payment Of This Invoice, Attorney Fees And Court Costs Will Be The Buyer's Responsibility.

Customer Signature: \_\_\_\_\_

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

Shipping	0.00
\$1 per tire - Florida Tire Fee	4.00
\$1.50 Florida Battery Fee	1.50
SubTotal	6,104.50
Sales Tax	EXEMPT
Fed Excise Tax	0.00
County Surtax	0.00
(Balance Refunded) Est. FL Tag, Title & Reg	CUST
<b>TOTAL</b>	<b>6,104.50</b>
Partial Payment	
Balance Due on Pickup	6,104.50

: 124730  
ce: 10/10/12  
ate: 10/09/12  
thru: 11/08/12

Rayside Truck & Trailer, Inc.  
2983 S. Military Trail  
West Palm Beach FL 33415  
561-965-7950

Q U O T E

to: 20170  
d to: 20170  
OWN OF LAKE PARK  
35 Park Ave.

Sls Rep: Roy Beesley  
Ship to:  
TOWN OF LAKE PARK  
535 Park Ave.

Mfg. Ref:  
Cust Ref:  
Make:  
Model:  
Year:  
CA"/WB":  
Lic.No.:  
Odometer: 0

ake Park FL 33403

Lake Park FL 33403

Ord Tkr: JDB

IN---#:  
1st PO#:  
ontact :  
ione No: 881-3345

Terms---:  
Ship Via: 0  
Comments:  
Job Desc:

irt number Description Phase Quantity UOM Price Extended

\*\*\*\*\*  
GVWR : 7000 LB  
MODEL # D6103TLP (76"X10')  
\*\*\*\*\*  
ADD CHARGER \$80 ✓  
ADD TARP \$474 ✓  
ADD SURGE BRAKES \$800 ✓  
\*\*\*\*\*

Camy cap: 4100lb

→ 1,354

I SPC ANDERSON SPC ORDER TRAILER 10 1.00 EA 4,950.00 4,950.00  
SPECIAL ORDER, \*\*\*NO RETURN\*\*\*

6,304.00

=====  
ems: 0 Sub Total Sales Tax Order Total Payments Amount Due  
4,950.00 0.00 4,950.00 0.00 4,950.00

6,304.00

\_\_\_\_\_ X \_\_\_\_\_  
int Name Date Accepted Accepted By

# TAB 7





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: November 7, 2012**

**Agenda Item No. *Tab 7***

**Agenda Title: Holiday Decorations- 10<sup>th</sup> Street, Park Avenue and Federal Highway**

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

**Approved by Town Manager** *[Signature]* **Date:** *10/24/12*

**Richard Pittman/Project Manager**  
Name/Title

<b>Originating Department:</b> Public Works	<b>Costs: \$8,335.00</b> <b>Funding Source:</b> <b>Contingency Acct. # 900-99901: \$7,585.00</b> <b>CRA: Acct. # 1-520-44100: \$750.00</b> <input checked="" type="checkbox"/> Finance <u><i>SK 10/22/12</i></u>	<b>Attachments:</b> Proposal from Clark Sales Display, Inc.  Photo
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one. <u><i>RP</i></u>

**Summary Explanation/Background:** The Town Commission is being asked to approve an expenditure of up to \$7,585.00 from contingency for costs associated with holiday decorations. The Town Commission is being asked to approve \$5,785.00 for Clark Sales Display, Inc. to provide, install and remove thirty-eight pole mount illuminated holiday decorations on 10<sup>th</sup> Street and on Park Avenue.

The standard holiday decorations for the Town have included illuminated decorations on 10<sup>th</sup> Street and on Park Avenue. Clark Sales Display, Inc. has provided, installed and removed the illuminated holiday decorations on 10<sup>th</sup> Street and on Park Avenue for the past seven years. Clark Sales has maintained their cost of \$5,785.00 for the past four years.

In addition to illuminated holiday decorations, the Town Public Works Department installs holiday banners on the roadway light poles along Federal Highway and on Park Ave. within the CRA. The Town will need to rent a bucket truck for Town personnel to install and remove holiday banners. The cost of the bucket truck rental for the installation will be \$1,050.00, \$750.00 of which is funded by the CRA. The Department of Public Works Street Division will fund the bucket truck rental to remove the holiday banners.

The Town will also need to retain Kasper Electric to install three new receptacles on new FPL poles on 10<sup>th</sup> Street and repair non-functioning electrical receptacles that service the illuminated holiday decorations. The estimated cost for electrical repair by Kasper Electric is not to exceed \$1,500.00.

The total estimated cost for providing the same level of holiday decorations as installed in the past four years is \$8,335.00. If approved the contingency funds remaining after Commission approval will be \$49,215.00

**Recommended Motion:** I move the approval of the use of General Fund contingency in the net amount of \$7,585.00 for the following expenses to adorn the Town with decorations this holiday season:

Clark Sales Display, Inc.-38 illuminated holiday decorations:	\$ 5,785.00
Bucket truck rental-town installed holiday banners:	1,050.00
Kasper Electric- three new electrical receptacles + maintenance on existing:	1,500.00
Budgeted CRA contribution toward bucket truck rental	<u>( 750.00)</u>
<b>Total Amount from Contingency</b>	<b>\$ 7,585.00</b>

# CLARK SALES DISPLAY, INC.

POST OFFICE BOX 1007  
 TAVARES, FLORIDA 32778  
 1-800-962-7937/ 352-343-5899 / FAX: 352-343-0194  
 WWW.CLARKSCHRISTMAS.COM

# PROPOSAL

SALES ~ LEASE ~ INSTALLATION



MARIA DAVIS  
 LAKE PARK, TOWN OF  
 535 PARK AVE  
 LAKE PARK, FL 33403  
 Phone: 561-881-3314

JOB NAME / LOCATION  
 MARIA DAVIS  
 LAKE PARK, TOWN OF  
 535 PARK AVE  
 LAKE PARK, FL 33403

Questions? call ANNE-MARIE

Quote Expires on: 11/25/2012

Date 10/11/2012

Quote Number: 120235 TOWN OF LAKE PARKrev1

Qty	REF.	Description	Price	Extend
1	1year	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS FOR 2012.	\$0.00	\$0.00
21	POLE MOUNT	21 DECORATIVE LIGHT POLES ON PARK FROM 7TH TO 10TH SMALL LAMP POLES TO BE DECORATED WITH A COMBINATION OF 4.5' TO 6' HOLIDAY DISPLAYS, WHICH CAN INCLUDE STOCKINGS, WREATHS, CANDLES, AND A VARIETY OF TREES.	\$150.00	\$3,150.00
17	POLE MOUNT	****LARGE POLES ON 10TH STREET**** LIGHT POLES TO BE DECORATED WITH A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES.	\$155.00	\$2,635.00
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS.	\$0.00	\$0.00
1	PAYMENT	PAYMENT TO BE MADE AS FOLLOWS: ALL LEASE CONTRACTS ARE BILLED IN OCTOBER OR NOVEMBER OF EACH YEAR; NET 30 DAYS	\$0.00	\$0.00
			TAX	
			<b>TOTAL ANNUAL LEASE</b>	<b>\$5,785.00</b>

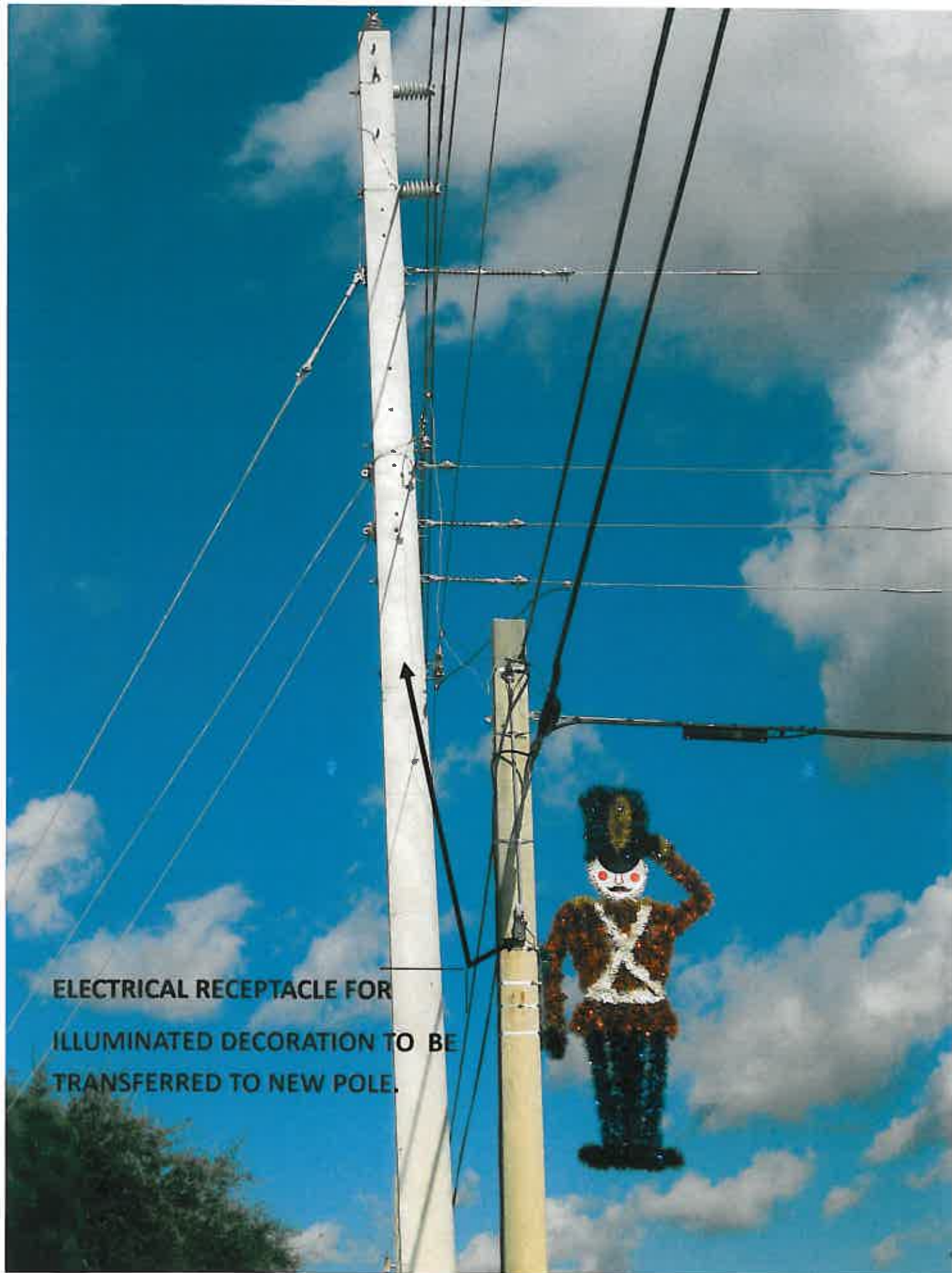
**Acceptance of Proposal-** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. it is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKES ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



**ELECTRICAL RECEPTACLE FOR  
ILLUMINATED DECORATION TO BE  
TRANSFERRED TO NEW POLE.**

# **Board Membership**

# TAB 8



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: November 7, 2012**

**Agenda Item No. *Tab 8***

**Agenda Title: Board Membership Appointments for the Planning and Zoning Board**

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

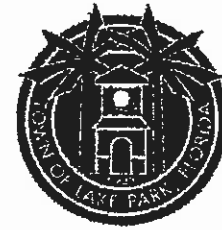
**Approved by Town Manager** *DSS* **Date:** *10/12/12*

Shari Canada, Deputy Town Clerk  
Name/Title

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

**Summary Explanation/Background:** Robin Maibach has resigned from the Planning and Zoning Board creating a regular membership opening on the Planning and Zoning Board. The two alternates Kimberly Glas-Castro and James Lloyd have expressed interest in being appointed as a regular member to the Board, and their applications have been attached for your review. The purpose of this item is to fill the open position on the Planning and Zoning Board Regular Membership. The ballot is attached as well.

**Recommended Motion:** To appoint one (1) regular member to fill the vacancy on the Planning and Zoning Board.



## The Town of Lake Park

### Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Glas-Castro                      Kimberly ("Kim")                      Key  
            Last                                      First                                      Middle

Address: 230 E. Ilex Drive

Telephone: home 842-0734                      work 854-525-7600                      cell 758-7551

E-Mail Address kglascastro@bellsouth.net

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

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

Have you been convicted of a crime  Yes                       No

If so, when? \_\_\_\_\_ 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.

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

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



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

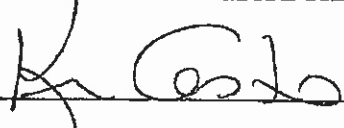
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Previously served on Tree Board and coordinated Arbor Day celebrations; Active in bond referendum public information/campaigning; served on Lake Park's AYSO (soccer) league 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



# The Town of Lake Park

## Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Lloyd James C.  
Last First Middle

Address: 220 Lake Shore Dr #9

Telephone: home 842 7194 work \_\_\_\_\_ cell 954 881 1804

E-Mail Address jcloyd@bellsouth.net

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

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

Choice #	Board	Choice #	Board
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> _____	Tree Board
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	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), (7)

Your Name: James Lloyd

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

Involvement in future planning

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

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

BA Speech & Communications - Baldwin-Wallace College - Berea, Ohio class 1971

What is/was your profession or occupation: Yacht Broker

How long: 16 yrs

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

life long self employed business man - many dealings with towns re. offices - etc.

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

Very familiar with Town Hall

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: 5-5-2011

# BALLOT

---

## MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. WE HAVE TWO APPLICANTS FOR THIS BOARD AS A MEMBER.

Member

Yes                  No

Kimberly Glas-Castro

\_\_\_\_\_

James Lloyd

\_\_\_\_\_



# Resolution

# TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 7, 2012

Agenda Item No. *Tab 9*

Agenda Title: Resolution to Ratify the Tentative Agreement Reached Between the Town of Lake Park and the Federation of Public Employees for Fiscal Year 2012-2013.

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

Approved by Town Manager *DSS* Date: 10/18/12  
*Bambi McElhannon*  
 Name/Title HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> Resolution; Collective Bargaining Agreement; 2012 Collective Bargaining Agreement Negotiations Tentative Agreement with Regard to Reopeners; and Copy of October 5, 2012 Letter from the Federation of Public Employees
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

On November 2, 2011, the Commission approved pursuant to Resolution 38-10-11 the Collective Bargaining Agreement for the term of October 1, 2011 to September 30, 2014 (the "Agreement") between the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (the "Union"). Such Agreement contains, at Article 25, Article 26 and Article 28 respectively, reopeners for the negotiation of insurance benefits, wages and pension benefits prior to the second and third year of the Agreement. A copy of the Agreement is attached for ease of reference.

The above three reopeners were collectively bargained with the Union, and on October 2, 2012, a Tentative Agreement was initialed by the negotiating representatives on behalf of the Union and on behalf of the Town. A copy of such Tentative Agreement is attached. On October 4, 2012, a majority of the bargaining unit members of the Union voted to ratify the Tentative Agreement. A copy of the letter from the Union documenting such ratification is also attached.

The purpose of this agenda item is ratification of the Tentative Agreement by Resolution of the Town Commission.

**Recommended Motion:** Approval of the Resolution.

**RESOLUTION NO. \*\*\*\*\***

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE TENTATIVE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE 2012-2013 FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2011 to September 30, 2014, which was approved by the Town Commission on November 2, 2011; and

**WHEREAS**, the Agreement contains at Article 25, Article 26 and Article 28 respectively reopens for the negotiation of insurance benefits, wages and pension benefits prior to the second and third year of the Agreement; and

**WHEREAS**, the Town and the Union negotiated the three reopens contained in Article 25, Article 26 and Article 28 and on October 2, 2012 initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, on October 4, 2012, the members of the Union voted to ratify the Tentative Agreement between the Town and the Union; and

**WHEREAS**, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

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

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town on October 2, 2012 for the 2012-2013 fiscal year, a copy of which is attached hereto and incorporated herein, and authorizes and directs the Mayor to execute such Agreement.

**Section 3.** This Resolution shall become effective immediately upon adoption.

**2012 Collective Bargaining Negotiations Tentative Agreement  
with Regard to Reopeners**

**ARTICLE 25  
INSURANCE**

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

**Insurance Benefits**

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.
- B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan.
- C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the schedule of employee benefits.
- E. The parties agree to reopen negotiations for insurance benefits prior to the ~~second (2<sup>nd</sup>)~~ and third (3<sup>rd</sup>) year of this Agreement.

Tentative Agreement on behalf of the Union: 

Tentative Agreement on behalf of the Town: 

Date: 10-2-12

Date: 10/2/2012

ARTICLE 26  
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

<u>Job Title</u>	<u>Minimum</u> <u>Salary Level</u>	<u>Maximums</u> <u>Salary Level</u>
Custodian (Annual) (Hourly)	\$20,566.21 \$ 9.89	\$31,603.16 \$15.19
Equipment (Annual) Operator I (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Equipment (Annual) Operator II (Hourly)	\$28,143.24 \$13.53	\$48,620.25 \$23.38
Equipment (Annual) Operator III (Hourly)	\$33,542.50 \$16.13	\$51,000.77 \$24.52
Maintenance(Annual) Worker I (Hourly)	\$20,566.21 \$9.89	\$31,603.16 \$15.19
Maintenance(Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Maintenance Worker III (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Facilities Maintenance (Annual) Worker I (Hourly)	\$24,128.96 \$11.60	\$34,856.64 \$16.76
Facilities Maintenance (Annual) Worker II (Hourly)	\$30,080.04 \$14.46	\$41,621.58 \$20.01



Facilities Maintenance (Annual) Worker III (Hourly)	\$35,706.53 \$17.17	\$51,270.66 \$24.65
Facilities Mechanic I (Annual) (Hourly)	\$28,565.22 \$13.73	\$38,525.76 \$18.52
Facilities Mechanic II (Annual) (hourly)	\$32,676.88 \$15.71	\$45,405.36 \$21.83
Irrigation Technician I (Annual) (Hourly)	\$27,375.00 \$13.16	\$37,723.14 \$18.14
Irrigation Technician II (Annual) (Hourly)	\$31,919.47 \$15.35	\$41,048.28 \$19.73
Storm Water Technician I (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Storm Water Technician II (Annual) (Hourly)	\$33,542.50 \$ 16.13	\$51,000.77 \$24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	\$27,375.00 \$13.16	\$36,232.56 \$17.42
Traffic Maintenance Technician II (Annual) (Hourly)	\$30,512.85 \$14.67	\$40,131.00 \$19.29
Dock Attendant (Annual) (Hourly)	\$20,969.47 \$10.08	\$31,603.16 \$15.19
Grounds Maintenance(Annual) Crew Leader(Hourly)	\$25,978.37 \$12.49	\$42,542.72 \$20.45
Mechanic I(Annual) (Hourly)	\$25,384.10 \$12.20	\$38,896.20 \$18.70



Mechanic II (Annual)	\$30,308.10	\$47,404.74
(Hourly)	\$14.57	\$22.79
Operations Technician I (Annual)	\$29,651.40	\$43,273.13
(Hourly)	14.26	\$20.80
Ground Maintenance (Annual)	\$22,731.08	\$34,034.18
Worker II (Hourly)	\$10.93	\$16.36

~~The parties agree to reopen negotiations for wages prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.~~

Section 2. The Town Manager may in his or her discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, \$500, 10 years, \$1000, 15 years, \$1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan (\$500/year 5 -10 years, \$1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates (\$250 for 5 -10 years; \$500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. ~~The Town agrees that there shall be no furlough days or pay cuts for employees during the second (2<sup>nd</sup>) year of this Agreement.~~ No employees shall receive a cost of living pay increase during the first (1<sup>st</sup>) year of this Agreement, from October 1, 2011 to September 30, 2012 ~~and during the second (2<sup>nd</sup>) year of this Agreement from October 1, 2012 to September 30, 2013.~~ The parties agree to reopen negotiations for wages prior to the ~~second (2<sup>nd</sup>) and third (3<sup>rd</sup>)~~ year of this Agreement.



Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Tentative Agreement on behalf of the Union: 

Tentative Agreement on behalf of the Town: BMT

Date: 10-2-12

Date: 10/2/2012

*The balance of this page is intentionally left blank.*

ARTICLE 28  
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the ~~second (2<sup>nd</sup>)~~ and third (3<sup>rd</sup>) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first and second (2<sup>nd</sup>) year of this Agreement.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

Tentative Agreement on behalf of the Union:



Date: 10-2-12

Tentative Agreement on behalf of the Town:



Date: 10/2/2012

Dated this \_\_\_\_ day of November, 2012.

TOWN OF LAKE PARK

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

James DuBois, Mayor

ATTEST:

\_\_\_\_\_

Vivian Lemley  
Town Clerk



# FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees  
An Affiliate of District 1 - Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

**DANIEL D. REYNOLDS**  
Division President

**MARILYN SWANK**  
Division Secretary/Treasurer

October 5, 2012

Dale Sugerman, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SENT VIA US MAIL AND FACSIMILE TO (561) 881-3314

Dear Mr. Sugerman,

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on October 4, 2012.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the tentatively agreed to issues regarding insurance, wages, and pension between the Federation of Public Employees and the Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,



Guy T. Masters  
Business Representative

GM:yf

*Copy*

**Collective Bargaining Agreement**

**between**

**The Town of Lake Park**

**and**

**The Federation of Public Employees, A Division of the National Federation of Public and Private Employees, (AFL-CIO)**

**October 1, 2011 — September 30, 2014**

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PREAMBLE

This Agreement is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town" and Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

**ARTICLE I**  
**RECOGNITION**

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Custodian, Dock Attendant, Equipment Operator I, II, and III, Facilities Maintenance Worker I, II, and III, Facilities Mechanic I and II, Grounds Maintenance Crew Leader, Irrigation Technician I and II, Maintenance Craftsman, Maintenance Worker II and III, Mechanic I and II, Operations Technician, Traffic Maintenance Technician II, Stormwater Technician I and II, and Grounds Maintenance Worker II. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504, in case no. EL-2004-039 as it relates to RC-2004-041, dated September 20, 2004 and UC - 2007 - 016 dated October 10, 2007. Both parties shall stipulate to a unit clarification petition, which will amend the certified unit description to that noted above and this recognition shall be subject to the ultimate approval of PERC.

The parties to this Agreement shall submit a joint petition to PERC for the classification(s) of Grounds Maintenance Worker II and any other mutually agreed upon classification(s) subsequent to the ratification of this Agreement.

**ARTICLE 2**  
**NON-DISCRIMINATION**

Section 1. All reference in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of sex, color, religion, race, creed, age, national origin, marital status, political affiliation, sexual orientation, or handicap.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, creed, sex, national origin, marital status, handicap, sexual orientation, religion or political affiliation.

**ARTICLE 3**  
**DUES DEDUCTION**

**Section 1.** Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

**Section 2.** Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

**Section 3.** The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

**Section 4.** The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

**Section 5.** The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

**Section 6.** Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

**ARTICLE 4**  
**UNION BUSINESS**

**Section 1.** The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

**Section 2.** One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

**Section 3.** Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

**Section 4.** The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- a. Soliciting public employees during working hours of any employee who is involved in the solicitation.
- b. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

**ARTICLE 5**  
**BULLETIN BOARD**

**Section 1.** The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

**Section 2.** Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

**Section 3.** Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

**ARTICLE 6**  
**PROHIBITION OF STRIKES**

**Section 1.** Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town of Lake Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

**Section 2.** The Union agrees not to engage in a strike as defined in Section 1 of this article.

**Section 3.** Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

**Section 4.** In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

**Section 5.** Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

**Section 6.** The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Employee Handbook, not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Orders.

**Section 2.** The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

**Section 3.** If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

**Section 4.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.



**ARTICLE 8**  
**GRIEVANCE AND ARBITRATION**

**Section 1.** A grievance shall be defined as any dispute arising between the Town and the Union or any bargaining unit employee over the application or interpretation of this Agreement and shall be processed in the following manner:

**Step 1** (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

**Step 2** If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

**Step 3** Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

**Step 4** If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

**Section 2.** Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

**Section 3.** When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the

time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

**ARTICLE 9**  
**DOCUMENTS**

**Section 1.** The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

**Section 2.** The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

**ARTICLE 10**  
**PROMOTIONAL POLICIES**

**Section 1.** The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

**Section 2.** When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

**Section 3.** An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

**Section 4.** If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

**ARTICLE 11**  
**PROBATIONARY PERIOD**

New employees will be classified as probationary employees for the first one hundred eighty (180) calendar days of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

**ARTICLE 12**  
**SENIORITY AND LAY-OFF**

**Section 1.** For the purpose of this Agreement, seniority shall be defined as the total length of an employee's full-time and regular part-time continuous service within the bargaining unit recognized by this agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

**Section 2.** Newly hired probationary employees shall accrue no seniority until they become permanent full-time employees, whereupon their seniority will date from the first date of continuous employment.

**Section 3.** The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

**Section 4.** The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are qualified within the bargaining unit.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee (based upon performance and

evaluations) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the certified mail.

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

ARTICLE 13  
PHYSICAL EXAMINATIONS

Section 1. If there is reasonable suspicion of possession of, use of, or being under the influence of alcohol and/or illegal drugs while on duty the employee shall be tested for the presence of such substances in accordance with the procedure which shall be set forth in EXHIBIT "C" to this Agreement.

Section 2. The Employer agrees to maintain group medical, major medical, hospitalization, dental, vision and prescription insurance in amounts and coverage similar to those which are currently being provided as of the date of execution of the Agreement. The employer will provide life/accidental death and dismemberment insurance as approved by the Town Commission from time to time when insurance bids are taken. The Town has a Drug Free Workplace plan and Public Works employees are subject to DOT regulations. Drug testing will take place according to these documents. For non work related disabilities short term disability insurance covers employee's after a 2 week waiting period for 13 weeks after approval from the carrier. Worker's Comp injuries are covered after a 7 day waiting period, and approved cases are covered at 66-2/3 salary. Employees must use physicians under the Town's carrier plan.

The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Section 3. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

**ARTICLE 14**  
**HOURS OF WORK AND**  
**OVERTIME COMPENSATION**

**Section 1.** The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

**Section 2.** All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

**Section 3.** A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

**Section 4.** If an emergency occurs as described in Article 7, Section 3 and the Town services are cancelled due to an Act of God or other emergency conditions, full-time employees will be paid their regular day's pay, although the normal hours of work may need to be adjusted. In such situations, employees must make themselves available for work if requested to appear by the Town. If employees are advised not to appear for work by the Town, they shall be paid their regular compensation.

ARTICLE 15  
WORKING OUT OF CLASSIFICATION

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

ARTICLE 16  
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as is required.

Section 2. Safety shoes shall be worn by employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

ARTICLE 17  
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.



ARTICLE 18  
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days or after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction.

Section 2. Types of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Collective Bargaining Agreement or any terms and conditions of employment.

**ARTICLE 19**  
**EDUCATION**

**Section 1.** The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

**Section 2.** The Town agrees to pay the cost of tuition for approved programs at an accredited community college or college, for employees provided such program approval and courses are approved in advance by the Department Head.

**Section 3.** When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

**Section 4.** Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

**Section 5.** The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

**Section 6.** Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

**Section 7.** Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

**Section 8.** If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town

the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

Section 9. All employees seeking to have education paid under this Article shall apply to the Department Head for approval in writing on or before April 1 of each year, in order to permit such funds to be included in the Department's proposed budget for the subsequent budget year. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

## ARTICLE 20 HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day  
Martin Luther King's Birthday  
Presidents' Day  
Spring Holiday (as set forth in the Annual Town Calendar)  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Employee's Birthday  
Floating Holiday

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

ARTICLE 21  
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

## SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employees absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

## TERMINAL PAY

Section 11. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

**PERSONAL LEAVE:**

**Section 12.** Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

**Section 13.** Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

**Section 14.** Personal Leave can not be carried over from year to year.

ARTICLE 22  
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Worker's Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.



**ARTICLE 23**  
**FUNERAL LEAVE**

**Section 1.** The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

**Section 2.** For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

**Section 3.** Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

**ARTICLE 24**  
**JURY DUTY**

**Section 1.** Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. Employees shall be entitled to all fees received as a juror.

**Section 2.** Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

**ARTICLE 25**  
**INSURANCE**

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

**Insurance Benefits**

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.
- B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan.
- C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the schedule of employee benefits.
- E. The parties agree to reopen negotiations for insurance benefits prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.

**ARTICLE 26**  
**PAY PLAN**

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

<u>Job Title</u>	<u>Minimum</u>	<u>Maximums</u>
<u>Salary Level</u>	<u>Salary Level</u>	<u>Salary Level</u>
Custodian (Annual) (Hourly)	\$20,566.21 \$ 9.89	\$31,603.16 \$15.19
Equipment (Annual) Operator I (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Equipment (Annual) Operator II (Hourly)	\$28,143.24 \$13.53	\$48,620.25 \$23.38
Equipment (Annual) Operator III (Hourly)	\$33,542.50 \$16.13	\$51,000.77 \$24.52
Maintenance(Annual) Worker I (Hourly)	\$20,566.21 \$9.89	\$31,603.16 \$15.19
Maintenance(Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Maintenance Worker III (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Facilities Maintenance (Annual) Worker I (Hourly)	\$24,128.96 \$11.60	\$34,856.64 \$16.76
Facilities Maintenance (Annual) Worker II (Hourly)	\$30,080.04 \$14.46	\$41,621.58 \$20.01
Facilities Maintenance (Annual) Worker III (Hourly)	\$35,706.53 \$17.17	\$51,270.66 \$24.65
Facilities Mechanic I (Annual) (Hourly)	\$28,565.22 \$13.73	\$38,525.76 \$18.52
Facilities Mechanic II (Annual) (hourly)	\$32,676.88 \$15.71	\$45,405.36 \$21.83

Irrigation Technician I (Annual) (Hourly)	\$27,375.00 \$13.16	\$37,723.14 \$18.14
Irrigation Technician II (Annual) (Hourly)	\$31,919.47 \$15.35	\$41,048.28 \$19.73
Storm Water Technician I (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Storm Water Technician II (Annual) (Hourly)	\$33,542.50 \$ 16.13	\$51,000.77 \$24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	\$27,375.00 \$13.16	\$36,232.56 \$17.42
Traffic Maintenance Technician II (Annual) (Hourly)	\$30,512.85 \$14.67	\$40,131.00 \$19.29
Dock Attendant (Annual) (Hourly)	\$20,969.47 \$10.08	\$31,603.16 \$15.19
Grounds Maintenance(Annual) Crew Leader(Hourly)	\$25,978.37 \$12.49	\$42,542.72 \$20.45
Mechanic I(Annual) (Hourly)	\$25,384.10 \$12.20	\$38,896.20 \$18.70
Mechanic II (Annual) (Hourly)	\$30,308.10 \$14.57	\$47,404.74 \$22.79
Operations Technician I (Annual) (Hourly)	\$29,651.40 14.26	\$43,273.13 \$20.80
Ground Maintenance (Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36

The parties agree to reopen negotiations for wages prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.

Section 2. The Town Manager may in his or her discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, \$500, 10 years, \$1000, 15 years, \$1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan (\$500/year 5 -10 years, \$1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates (\$250 for 5 -10 years; \$500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. No employees shall receive a cost of living pay increase during the first (1<sup>st</sup>) year of this Agreement, from October 1, 2011 to September 30, 2012. The parties agree to reopen negotiations for wages prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

## ARTICLE 27 ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall receive a benefit equal to the employee's normal salary less Worker's Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook. Such benefits shall not be approved when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave in lieu of the Workers Compensation benefits.

Section 2. The benefits provided in Section 1 of this article shall be paid for a maximum of ninety (90) calendar days.

**ARTICLE 28**  
**PENSION FUND**

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first year of this Agreement.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

**ARTICLE 29**  
**SAVINGS CLAUSE**

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 30  
DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2011, and shall remain in full force and effect through the 30th day of September, 2014 and from year to year thereafter, unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this 10<sup>TH</sup> day of November, 2011.

ON BEHALF OF THE  
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A  
Division of the National Federation Of  
Public and Private Employees (AFL-  
CIO)

W. Davis  
TOWN MANAGER

[Signature]  
BUSINESS REPRESENTATIVE

[Signature]  
TOWN OF LAKE PARK  
MAYOR  
SEAL

[Signature]  
DIVISION PRESIDENT

TOWN SEAL ATTEST:  
FLORIDA

WITNESS

V. L. [Signature]  
TOWN CLERK

Exhibit "A"

Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO) An Affiliate of District 1- MEBA (AFL-CIO)

1700 NW nth Avenue, Suite 100-B, Plantation, Florida 33313

Phone.-- (954) 797-7575 Fax: (954) 797-2922

Application for Membership or

Notice of New Employment

Employer \_\_\_\_\_ Hire Date \_\_\_\_\_

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) \_\_\_\_\_ Home Phone: \_\_\_\_\_

Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ area code number \_\_\_\_\_

Birth date: \_\_\_\_\_ Social Security: \_\_\_\_\_

Job Classification: \_\_\_\_\_ Marital Status: \_\_\_\_\_ male \_\_\_\_\_ female \_\_\_\_\_

Address: \_\_\_\_\_

Previous Membership: Date Withdrawn: \_\_\_\_\_



Your Signature: \_\_\_\_\_ Date Signed \_\_\_\_\_

Closest Living *Relative*: \_\_\_\_\_ Relationship \_\_\_\_\_

Beneficiary: \_\_\_\_\_ Relationship \_\_\_\_\_

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Department/Location: \_\_\_\_\_ Name (print): \_\_\_\_\_

Work and/or Pager#: \_\_\_\_\_ Name (signature) \_\_\_\_\_

Social Security: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**EXHIBIT "B"**

**FEDERATION OF PUBLIC EMPLOYEES**

A division of the National Federation of Public & Private Emp. \_\_\_\_\_  
\_\_\_\_\_ Affiliated-with—District MEB A. (AFL-CIO) 1700 N. W 66th  
Avenue -Suite 100 Plantation, Florida 33313.

Office (954) 797-7575

Fax (954) 797-2922

Employer Name \_\_\_\_\_ Employer Phone \_\_\_\_\_ Grievance Date \_\_\_\_\_

Member's Name \_\_\_\_\_ Location/Dept \_\_\_\_\_ Classification \_\_\_\_\_

Member's Address \_\_\_\_\_ Phone: \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_ Phone: \_\_\_\_\_

1. Employee's Statement of Grievance: \_\_\_\_\_

Specify the Article's of the Agreement which is/are violated: \_\_\_\_\_

3. What is the remedy and/or relief sought? \_\_\_\_\_

Please allow this to serve as the Federation's formal request pursuant to Florida Statutes 119 and/or 447 as follows:

All documents relied on in imposing discipline

Witness statements

Employee evaluations; discipline

Job descriptions for grievant

All time cards for the last -months  
release)

Personnel file (see attached

All memoranda/emails, video tapes, cd-roms,  
to the above-listed:

Other floppy disks pertaining

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance

Date \_\_\_\_\_ Employee Signature \_\_\_\_\_

Date \_\_\_\_\_ Steward's Signature \_\_\_\_\_

Date \_\_\_\_\_ Representative's Signature \_\_\_\_\_

"Exhibit C"

COMPREHENSIVE ALCOHOL AND DRUG ABUSE  
POLICY FOR

THE TOWN OF LAKE PARK MUNICIPAL EMPLOYEES AND PUBLIC WORKERS

FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL  
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

Agreement between the Town at Lake Park (the Town) and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) (The Union) with regard to substance abuse on the job and employee testing for alcohol and drug abuse. The Town and the Union agree as follows:

**I. PURPOSE**

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is hereby implemented pursuant to the Drug-Free Workplace Program under Florida law, Chapter 440, Florida Statutes. This law provides that an employee who is injured in the course and scope of his/her employment and who either tests positive on a drug or alcohol test or who refuses to be tested forfeits his/her eligibility for workers' compensation medical and indemnity benefits.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

**II. SCOPE**

All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state

or federal laws and regulations, certain employees may be subject to additional requirements. Employees covered by a Collective Bargaining agreement may have specific language in their agreement concerning the Town's Drug Free Workplace policy; however, all employees of the Town are expected to comply with the provisions contained in the Town's policy, including any enacted amendments or supplements to Florida law or administrative regulations.

### **III. DEFINITIONS**

The definitions set forth in Chapter 440, Florida Statutes, and the Florida Administrative Code will apply to the terms used in this policy.

### **IV. ALCOHOL USE PROHIBITIONS**

- A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of alcohol while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Town's image or relationship with other employees or the public, is prohibited.
- C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .05 percent blood alcohol in his/her system at the time of testing.
- D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors. The determination of what action is appropriate in each case rests solely with the Town.
- E. Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

### **V. DRUG USE PROHIBITIONS**

- A. All employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on duty, operating a Town vehicle or equipment or on Town property (including parking areas and grounds) or while otherwise performing Town duties away from the Town. Included within this prohibition are

lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from reporting to work or working with the presence of any such illegal or unauthorized controlled substances or excessive amounts of otherwise lawful controlled substances in their systems.

- B. For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- C. The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property, or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.
- D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

## **VI. TESTING**

The Town shall conduct drug tests in the following circumstances:

- A. Applicant Testing
  - 1. All job applicants will be tested for the presence of illegal drugs as part of the application process.

2. The Town may elect to conduct limited testing of job applicants and only test applicants who apply for certain job positions, based on a reasonable classification basis.
3. The Town may allow a job applicant to begin work pending the results of the drug test; however, any such employment is conditional and may be revoked if the applicant/employee fails the required test.
4. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.

#### **B. Reasonable Suspicion Testing**

Employees must submit to a drug test if the Town has reasonable suspicion that they have violated any of the rules set forth in this policy. "Reasonable suspicion" may arise from, among other factors:

1. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Deterioration in work performance.
3. A report of drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his/her employment with the Town.
5. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on Town premises or while operating Town vehicles, machinery or equipment.
6. Abnormal conduct or erratic behavior while at work.

#### **C. Routine Fitness For Duty Testing**

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification or group.

#### **D. Follow-up Testing**

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employee must submit to drug testing as a follow-up to such a program, at least once a year for a two-year period after completion of the program. Advance notice of follow-up testing will not be given to the employee being tested.

#### **E. Random Testing**

Employees who are required to have a commercial driver's license (CDL) will be required to submit to drug testing on a random basis.

Selection of employees for random testing will be conducted through the use of a neutral selection process.

When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.

Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.

An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

#### **F. Job Related Accident or Injury**

An employee who has a job related accident or injury shall report the incident to the appropriate Department Head immediately, and shall submit to a post-accident drug test immediately following such incident.

#### **G. Additional Testing**

Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the Town.

### **VII. PRIOR TO TESTING**

**A.** The Town may test for any or all of the following drugs:

Alcohol

Amphetamines (Desoxyn, Dexedrine)

Cannabinoids (e.g., marijuana)

Cocaine

Phencyclidine (e.g., PCP)

Methaqualone

Opiates (e.g., opium)

Barbiturates (Phenobarbital, Tuinal, Amytal)

Benzodiazepines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Restoril, Serax, T ranxene, Valium, Vertron, Xanax)

Methadone (Dolophine, Methadone)

Propoxyphene (Darvocet, Darvon N, Dolene)

Metabolites of any substances listed above

B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement and release of liability prior to testing.

C. Because of the potential adverse consequences of positive test results on employees, the Town will employ a very accurate testing program. All samples will be analyzed by a qualified independent laboratory which has been selected by the Town and certified by the Agency for Health Care Administration or the U.S. Department of Health and Human Services.

D. Applicants and employees will be given an opportunity prior to and after testing to provide any information to the Medical Review Officer which they consider relevant to the test including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. This medical information is confidential and should be given only to the Medical Review Officer. Applicants and employees will also be provided with a notice of the most common-medications by brand name, as well as the chemical name, which may alter or affect a drug test. Finally, applicants will receive a summary of this policy and a list of employee assistance - programs and local drug rehabilitation programs.

E. An employee injured at the workplace is required to be drug tested and will be taken if necessary to a medical facility for immediate treatment of injuries. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically



feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved testing laboratory.

F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the employer the results of any tests conducted for the purpose of showing the presence of alcohol or drugs in his/her system.

G. Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.

H. The Town will pay the cost of initial and confirmation drug tests which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the Town.

### **VIII. PROCEDURE**

- A. The Human Resources Director will coordinate all testing requests except for the random testing carried out under the DOT regulations. Questions regarding this policy or requests for testing should be directed to the Human Resources Director or the Town Manager.
- B. Drug testing shall be conducted in accordance with the following procedures:
1. Collection, transportation and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Town shall use chain-of-custody procedures as established by state and federal rules and guidelines.
  2. Each specimen container shall be labeled.
  3. Employees and applicants shall be given a form on which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications or other relevant medical information. The form shall provide notice of the most common medications by brand name, as well as the chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test results.
  4. Tests shall be conducted by a laboratory licensed and approved by the Agency for Health Care Administration or certified by the United States Department of Health and Human Services.

5. Specimens may be taken or collected by a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner or certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or by a qualified person employed by a licensed or certified laboratory.
6. A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two (2) drug tests as determined by the Agency for Health Care Administration.
7. Specimens yielding a positive confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test:
  - a. for at least 210 days after the result of the test was mailed or otherwise deliver to the Medical Review Officer; or
  - b. if the employee or job applicant undertakes an administrative or legal challenge to the test result and notifies the laboratory of such, until the case or administrative appeal is settled.
8. During the 180 day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting at the employee's or job applicant's expense, by another licensed laboratory licensed and approved by the Agency for Health Care Administration. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.
9. Within five (5) workdays after receipt of a positive confirmed test result from the Medical Review Officer, the Town shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options.
10. The Town shall provide a copy of the test results to the employee or job applicant upon request.
11. Within five (5) workdays after receipt of a positive confirmed test result, the employee or job applicant may submit information to the Medical Review Officer explaining or contesting the test results, or to the Town explaining why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the employee or job applicant shall be provided with a written explanation as to why the

employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential and shall be retained by the employer for at least one (1) year.

C. Employee Protection

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
2. The Town will not request or receive from the testing facility or the Medical Review Officer any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The Town will not discharge, discipline, refuse to hire, discriminate against or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a Medical Review Officer.
4. The Town shall not discharge, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. The Town retains the right to select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
5. All authorized remedial treatment, care and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care and attendance provided to the employee after a future date certain will be denied. An employee who voluntarily comes forward before being confronted, tested or involved in a drug-related incident may be provided rehabilitative opportunities, leave or an opportunity to resign as determined by management in consultation with a Town coordinating physician.
6. The Town shall promptly detail in writing the circumstances which formed the basis of a determination that reasonable suspicion existed to warrant testing and shall provide this documentation to the employee

upon request. The original documentation shall be kept confidential and shall be retained by the Town for at least one (1) year.

**IX. DISCIPLINARY ACTION**

- A. In the case of a first-time violation of the Town's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including termination of employment. Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits and will subject the employee to termination of employment.
- B. The Town may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.
- C. Any employee having a second positive drug test during his/her employment with the Town will be terminated from employment.
- D. Employees who are not immediately terminated for testing positive or for some other violation of the policy shall, at the Town's sole discretion, be required to execute an agreement acknowledging:
  - 1. That they tested positive or otherwise violated the policy; and,
  - 2. That in exchange for the Town not terminating employment for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Town's coordinating physician in conjunction with management; to undergo periodic unannounced drug testing for a period of two (2) years, and be subject to termination from employment for any future violation of the policy.
- E. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated from employment, will not be returned to work or continue working until they have been evaluated by the Town's EAP Program Provider in conjunction with administration to determine if they can safely return to work.

**X. INVESTIGATIONS/SEARCHES**

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and

compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

#### **XI. ARREST OR CONVICTION FOR DRUG-RELATED CRIME**

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
2. If convicted of a drug-related crime, an employee will be terminated from employment.
3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

As a condition of employment, an employee shall immediately notify the Town of any criminal drug statute arrest or conviction.

## **XII. CONFIDENTIALITY**

All information received by the Town as a result of a drug testing program is confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except:

- A. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.
- B. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida law.
- C. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.
- D. The Town, agents of the Town or laboratories conducting drug tests may have access to and use employee drug test information when consulting with legal counsel in connection with actions brought under or related to Chapter 440 Florida Statutes or when the information is relevant to the Town's defense in a civil or administrative matter.

# TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 7, 2012

Agenda Item No. Tab 10

Agenda Title: Updating the Permit Fee Schedule to incorporate Penalty Fees.

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

Approved by Town Manager [Signature] Date: 10/24/12

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

Table with 3 columns: Originating Department (Community Development), Costs (\$0.00), Attachments (Resolution 33-10-12), Advertised (N/A), and notification status (Yes/No).

Summary Explanation/Background:

On March 15, 2012 the updated Florida Building Code (FBC) became effective. On April 4, 2012 the Town Commission adopted amendments to the Florida Building Code (FBC) via Ordinance 04-2012 and incorporated these amendments into Chapter 54, Section 54-8 of the Town of Lake Park Code of Ordinances.

Prior to March 15, 2012 the last version of the FBC adopted in Chapter 54, Section 54-8, subsection 105.12 of the Town of Lake Park Code of Ordinance read:

Section 105. Permits.

105.12 Work starting before permit issuance. Upon written request and written approval of the building official, the scope of work delineated in the building application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the building official's approval or the necessary permits, shall be subject to a penalty of two hundred percent (200%) of the regular permit fee in addition to the required permit fee.



**After March 15, 2012, the amended Florida Building Code as adopted in Chapter 54 of the Town Code provides for two separate sections relating to work starting prior to permit issuance and they read:**

**Section 105. permits**

**105.12**

*Work starting before permit issuance.* Upon written request and approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This provision is only for the *Florida Building Code*; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

**Section 109. Fees**

**109.4**

*Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set forth in the approved fee schedule adopted by resolution of the Town Commission.

The March 15, 2012 modifications eliminated the 200% penalty language and included language requiring that the penalty fees be incorporated in the Town's fee schedule. In order to remain consistent with the previously supported penalty amount of 200% of the required permit fee, staff is proposing that the following language be incorporated in the permit fee schedule:

**PENALTIES**

**Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.**

**Recommended Motion:** I move to approve this modification to the fee schedule as outlined in Resolution No. 33-10-12.

**RESOLUTION NO. 33-10-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S PERMIT FEE SCHEDULE PERTAINING TO PENALTY FEES FOR THE FAILURE TO OBTAIN A BUILDING OR SIGN PERMIT; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Florida Legislature has enacted the Florida Building Code (FBC) which is to be applied by local governments throughout the state.; and

**WHEREAS**, in accordance with the Legislature's statutory directive, the Town has incorporated the FBC into Chapter 54 of the Town Code; and

**WHEREAS**, the Town Commission has established, by Resolution, a schedule of fees ("Fee Schedule") for the cost of building and sign permits to be issued by the Town; and

**WHEREAS**, the FBC has been amended and became effective on March 15, 2012; and

**WHEREAS**, in order to implement the amendments to the FBC, Chapter 54, Section 54-8 (105.12 and 109.4) of the Town Code, the Town staff recommends including a penalty which shall apply when work, which is required to obtain a Town building permit, commences before the property owner or contractor obtains the necessary permits; and

**WHEREAS**, the Town staff recommends that the Fee Schedule set forth herein, be amended to include additional penalty fees to be charged for work that is commenced without the issuance of a building or sign permit.

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

**Section 1.** The whereas clauses are true and correct and are incorporated herein .

**Section 2.** The Permit Fee Schedule is hereby amended to read as follows:

**BUILDING PERMIT FEES:**

The Permit Fee Schedule shall be based on total valuation as follows:

Minimum Permit Fee up to \$ 2,499.00 in value .....	\$60.00
\$ 2,500.00 - \$ 99,999.00 .....	\$60.00 PLUS - 2.0 %
\$ 100,000.00 - \$ 999,999.00 .....	\$60.00 PLUS - 1.5 %
\$ 1,000,000 and up.....	\$60.00 PLUS -1.25 %

**PENALTIES**

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town’s Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

**MOVING PERMIT FEES:**

For the moving of any building or structure exceeding 500 Sq Ft  
the Permit Fee shall be:.....\$500.00

**DEMOLITION PERMIT FEES:**

For the demolition of any building or structure exceeding 500 sq ft the Permit Fee  
shall be: .....\$200.00 for the first 500 sq feet with the remainder @ \$1.00 / 500 sq ft

**RE-INSPECTION FEES:**

For the first re-inspection..... \$50.00  
For second and subsequent re-inspections.....\$75.00

**CONTRACTOR REGISTRATION FEES:**

With Palm Beach County registration with a "W" designation.....	\$2.00
All Other Contractors.....	\$10.00

**SIGN PERMIT FEES:**

Minimum Permit Fee up to \$ 3,000.00 in value .....	\$100.00
\$ 3,000.00 and up in value.....	\$200.00
Window Signage (per store window frontage).....	\$50.00

**Section 3.** Repeal of laws in conflict. All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**Section 4.** Effective date. This Resolution shall take effect immediately upon adoption.

# **Discussion And Possible Action**

# TAB 11



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: November 7, 2012

Agenda Item No. *Tab 11*

**Agenda Title: Authorizing the Mayor to Execute a License Agreement with the Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT)**

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

Approved by Town Manager *DSS* Date: *10/22/12*

Dale S. Sugerman, Town Manager  
Name/Title

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

**Summary Explanation/Background:**

Over the course of the last few months, we have been working with Douglas Rill, Executive Director of the Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT) to bring their organization to the Town of Lake Park. We believe that we have concluded all of our negotiations and the attached License Agreement spells out the relationship between BRIFT and the Town.

Highlights of the arrangement include:

- BRIFT will be using one small office off of the Commission Chambers for their local headquarters.
- The Mirror Ballroom will be the main facility used to support their classes, although from time to time the Commission Chambers may also serve as a classroom.
- BRIFT will pay to the Town \$1.00 for each month of use of Town facilities.
- This is a continual annual arrangement with termination available to either party after 30 days advanced notice.
- Within the first 60 days of commencement, the Town and BRIFT will determine if the Town needs to charge BRIFT for janitorial services (if they are needed).
- Hours of Use:
  - Weekday evenings (Monday through Thursday) until 10:00 pm.
  - Friday evenings until 11:30 pm
  - Saturday mornings from 9:00 am until 12:01 pm.
- Town rental income for use of Town premises will take precedent over BRIFT usage (with adequate notice to BRIFT from the Town).
- Insurance:
  - Insurance coverage will be provided for general liability, auto liability, property damage, and workers' compensation.

According to Mr. Rill, they will be ready to go as soon as practical after approval by the Town Commission. They have not decided which class will be first. They said that they need time to let everyone know about the new facilities. He believes that it will be a couple of weeks (plus or minus) after approval by the Town Commission.

**Recommended Motion:**

I move to authorize the Mayor to execute the License Agreement between the Burt Reynolds Institute for Film and Theatre, Inc. and the Town of Lake Park as presented in the Commission packet.



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (License), executed this \_\_\_\_ day of \_\_\_\_\_, 2012, is made between the TOWN OF LAKE PARK, a Florida municipal corporation and the BURT REYNOLDS INSTITUTE FOR FILM AND THEATRE, INC. (BRIFT), a Florida not-for-profit corporation.

### WITNESSETH:

**WHEREAS**, the Town of Lake Park (hereinafter Town) has been approached by the Burt Reynolds Film Institute for Film and Theatre (hereinafter "BRIFT") regarding whether or not the Town can make available a facility with a small office, classroom space, and a stage for BRIFT's acting and film training activities; and

**WHEREAS**, a portion of the Town's Town Hall which has the components BRIFT is seeking; and

**WHEREAS**, the Town Commission agrees to provide the use of a portion of its Town Hall building, including the Mirror Ballroom, and the Commission Chambers for BRIFT use, and in furtherance of the arts in the Town which is deemed to be a public benefit.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the Town does hereby grant a non-exclusive License to BRIFT for the use of a portion of the Premises subject to the terms and conditions below.

### **Section 1. Premises**

The Town agrees to provide BRIFT with 1 small office and such classroom space as Town, in its sole discretion deems appropriate either in the Commission

Chambers or the Mirror Ballroom at Town Hall. The Town also agrees to make available to BRIFT the use of the Mirror Ballroom. The areas designated by the Town and recited herein are collectively referred to herein as "the Premises."

**Section 2. Annual License Fee**

BRIFT agrees to pay a fee of one American Dollar (\$1.00) to the Town, payable on or before the first day of each month during the Term.

**Section 3. Term**

The term of this License shall commence upon the effective date of this License which is the date of last execution by the parties and shall continue annually until or unless terminated by either party.

**Section 4. Surrender of Premises/Termination**

Upon BRIFT's surrender of the Premises, or upon either Party's notice of termination of the License, BRIFT shall surrender the Premises in the same condition as existed upon the commencement date of the License, ordinary wear and tear excepted, and deliver all keys to the Premises to the Town. The annual term notwithstanding, the Town may terminate this License by BRIFT 30 days advance written notice of its intention to do so.

**Section 5. As Is Condition of the Premises / Improvements**

BRIFT accepts the Premises in its "as-is" condition. BRIFT hereby agrees that any improvements it may wish to make shall be at its sole cost and expense, and any proposed improvements shall be subject to the approval of the Town Commission. Furthermore, given that this License is intended to be temporary in nature, BRIFT

recognizes that this License in no way is meant to encourage improvements to the Premises.

**Section 6. Maintenance of the Premises**

The Town and BRIFT agree that during the first 60 days of this License, the parties shall evaluate what level of responsibility and financial contribution BRIFT may be requested to assume for janitorial services for its use of the Premises. Upon such termination this License may be amended without further action by the Town Commission. BRIFT agrees to use reasonable efforts to avoid unnecessary wear and tear on the Premises and to conserve water, electricity and other utilities. BRIFT, at its sole expense, shall maintain its portion of the Premises in a clean, orderly and presentable condition, free of rubbish and trash. Any garbage and trash generated from BRIFTs use of the Premises shall be promptly removed and deposited in the approved containers provided for such purposes. No dumping of any unwanted materials and no outside storage of any personal property is permitted. BRIFT, including its members, invitees and guests shall not cause any litter or debris to be cast upon the grounds, exterior portions or common areas of the Premises.

**Section 7. Use of Premises / Hours of Operation**

BRIFT shall be entitled to use the Premises during weekday evenings (Monday through Thursday) until 10 pm, until 11:30 pm on Fridays only, and Saturday mornings from 9 a.m. to 12:01 p.m. The Premises shall only be available for use on designated Town holidays or Sundays unless specifically permitted by the Town. BRIFT shall vacate the Premises at any time the Town has a scheduled public meeting in the

Commission Chambers or is scheduled to rent the Mirror Ballroom. Public meetings include the workshop, special or regular meetings of the Town Commission, its appointed board or committees, including but not limited to the Community Redevelopment Agency, the Planning and Zoning Commission, and code enforcement hearings of the Town's Special Magistrate. Town agrees to provide BRIFT with two weeks advance notice of the use of the Commission Chambers for a public meeting, or the scheduled use of the Mirror Ballroom.

**Section 8. Signage**

BRIFT shall be responsible for the cost and expense of any signage and all said signage shall be subject to the Town's review and approval.

**Section 9. Keys**

The Town Manager shall furnish to BRIFT such sets of keys as he determines to be necessary and appropriate. BRIFT shall furnish a written list to the Town Manager, stating which members of its organization have possession of such keys. No additional keys shall be made by BRIFT without the expressed permission of the Town Manager, nor shall any locks be added or changed without the Town Manager's approval.

**Section 10. Alcoholic Beverages Prohibited**

No alcoholic beverages of any kind shall be brought into, stored, sold or consumed up on the Premises, without the Town's permission.

**Section 11. Insurance**

BRIFT shall at all time during the term of this License, keep and maintain in full force and effect policies of insurance in the amounts and with such limits as referenced

herein below. The Certificate of Insurance shall be delivered to the Town Manager prior to the date of execution of this License.

Minimum Limits of Coverage (Combined Single Limit)

1.	Comprehensive General Liability	\$1,000,000
2.	Auto Liability	\$100,000/300,000
3.	Property Damage Liability	\$500,000
4.	Workers' Compensation	Statutory

The Town shall be included as additional named insured parties under BRIFT's Comprehensive General Liability Insurance Policy. The following paragraph shall appear on the Certificate of Insurance: The Town of Lake Park, Florida is hereby named as an additional Insured's under the terms of this policy.

**Section 12. Parking**

BRIFT agrees that its members and guests shall park their vehicles only in such spaces as the Town may choose designate for its use.

**Section 13. Assignment**

BRIFT shall not attempt to or otherwise assign this License for the use of the Premises, or any part thereof to anyone. Any attempt to do so shall immediately terminate the License.

**Section 14. Notices**

All notices under this License shall be given in writing. Notices to the Town shall be mailed or delivered to:

Dale S. Sugerman, Ph.D.,  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Notices to the BRIFT shall be given to:

Burt Reynolds Institute of Film and Theatre Inc.  
100 North U.S. Highway One  
Jupiter, Florida 33477

**Section 15. Governing Law / Venue**

This License shall be governed by the laws of Florida and venue shall lie in Palm Beach County, Florida.

**Section 16. Breach**

In the event the terms of this License must be enforced by either party, the prevailing party may recover its costs and reasonable attorney fees incurred in enforcing the License, including appeals.

**Section 17. Entire Agreement**

This License sets forth all the promises, agreements, conditions, and understandings between the Town and BRIFT relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this License will be binding on the parties hereto unless in writing and signed by them.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed and sealed in the presence of:

TOWN OF LAKE PARK, FLORIDA

By: \_\_\_\_\_  
James Dubois, Mayor

ATTEST:

\_\_\_\_\_  
Vivian M. Lemley , Town Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY BY THE TOWN ATTORNEY

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

Witness:

BURT REYNOLDS INSTITUTE OF FILM AND  
THEATRE INC.,  
A Florida not-for-profit corporation

\_\_\_\_\_

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

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

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