



REVISED AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 19, 2012, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

F. **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.

G. **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:

1. Regular Commission Meeting Minutes of December 5, 2012 Tab 1
- ~~2. Revised Supervisor of Elections Agreement for Vote Processing Equipment Use
And Election Services Tab 2~~
- New - 2. Award Bid 107-2012 Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina And Lake Shore Park Restrooms Tab 2
3. Resolution No. 34-12-12 In Support of the Palm Beach County Health Department Effort to Urge Local Tobacco Retailers to Refrain from Marketing and Selling Flavored Tobacco Products. Tab 3
4. Resolution No. 35-12-12 Establishing the General Municipal Election Tab 4
5. Canceling the Regularly Scheduled January 2, 2013 Commission Meeting on the Day after New Year's Day Tab 5

**H. PUBLIC HEARING:
ORDINANCE ON SECOND READING:**

***** OPEN PUBLIC HEARING*****

A. Staff Report

B. Public Comments

C. Commission Deliberation

6. Ordinance 10-2012 Request for a small-scale land use amendment for 711, 725 and 761 Foresteria Drive to re-designate from Medium Density Residential to the Public Buildings and Grounds land use designation Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 711, 725 AND 761 FORESTERIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

A. Staff Report

B. Public Comments

C. Commission Deliberation

7. Ordinance 11-2012 Request to Rezone 711, 725 and 761 Foresteria Drive from Residential-2 to the P-Public District zoning designation.

Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THREE PARCELS OF REAL PROPERTY LOCATED AT 711, 725, AND 761 FORESTERIA DRIVE FROM RESIDENTIAL 2 (R2) TO PUBLIC DISTRICT (P); PROVIDING FOR AN AMENDMENT TO SECTION 78-76 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

******* CLOSE PUBLIC HEARING*******

I. ORDINANCES ON FIRST READING:

8. Ordinance No. 12-2012 Request for a Text Amendment to Section 78-148 (a) to Reduce the Distance Separation Between Gas Stations from 1,200 feet to 500 feet.

Tab 8

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-148(a) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO REDUCE THE DISTANCE SEPARATION BETWEEN GASOLINE AND FILLING STATIONS USES FROM 1,200 FEET TO 500 FEET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9. Ordinance No. 13-2012 Request for a Text Amendment in the Park Avenue Downtown District (PADD) Sign Code to Modify the Language Whereby it Would Increase the Permitted Awning Signage Height in Table 78-70-7 from 6 inches to 10 inches and Provide for Uniformity Throughout Contiguous Plazas.

Tab 9

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TABLE 78-70-7, WHICH IS CONTAINED WITHIN SECTION 78-70 OF THE TOWN'S CODE OF ORDINANCES WHICH PERTAINS TO AWNING SIGNS, BY INCREASING THE SIZE OF LETTERS, NUMBERS, AND LOGOS FROM SIX INCHES TO TEN INCHES AND PROVIDING FOR UNIFORMITY THROUGHOUT CONTIGUOUS PLAZAS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

J. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

K. ADJOURNMENT:

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 1*

Agenda Title: Regular Commission Meeting Minutes of December 5, 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:** 12/11/12

Shari Canada, Deputy Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission Meeting Minutes of December 5, 2012.



AGENDA

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

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

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A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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F. **PUBLIC and OTHER COMMENT:**

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Recommended For Approval:

1. Regular Commission Meeting Minutes of November 7, 2012 Tab 1
2. Award of Bid 107-2012 Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina, and Lake Shore Park Bathrooms Tab 2

H. BOARD MEMBERSHIP:

3. Board Membership Appointment for the Planning and Zoning Board Tab 3
4. A Regular Membership Position Opened in the Library Board and One of The Alternate Members will be Chosen to Fill Tab 4

I. ORDINANCE ON FIRST READING:

5. Ordinance 10-2012 Small Scale Land Use Amendment for 711, 725 and 761 Foresteria Drive Proposing a Public Buildings and Grounds Land Use Designation Tab 5
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 711, 725, AND 761 FORESTERIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance 11-2012 Request for Rezoning for 711, 725 and 761 Foresteria Drive For a Public Zoning District Designation Tab 6
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THREE PARCELS OF REAL PROPERTY LOCATED AT 711, 725, AND 761 FORESTERIA DRIVE FROM RESIDENTIAL 2 (R2) TO PUBLIC DISTRICT (P); PROVIDING FOR AN AMENDMENT TO SECTION 78-32 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

J. DISCUSSION AND POSSIBLE ACTION:

7. Creation of a Memorial Tree Planting Program at Pre-determined Town Locations Tab 7

K. TOWN MANAGER REPORT:

Update on fireworks
Update on dog park locations
CDBG grant opportunities

Photo release form-Lake Park Harbor Marina

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 5, 2012, 7:47 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 5, 2012 at 7:47 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steve Hockman, and Tim Stevens, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Commissioner Jeanine Longtin was absent.

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:

Town Manager Sugerman requested item # 2, Award of Bid 107-2012 Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina, and Lake Shore Park Bathrooms, be pulled from the agenda. He explained that one of the bidders has protested the recommended award decision and under the Town's rules they are entitled to protest. The protest has been filed timely and the Town's rules regarding the protest are being followed. The Town's rules state that the Commission cannot take action on the item at this point.

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			Absent
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-0.

PUBLIC and OTHER COMMENT:

None

CONSENT AGENDA ITEMS:

1. **Regular Commission Meeting Minutes of November 7, 2012**
2. **Award of Bid 107-2012 Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina, and Lake Shore Park Bathrooms (was pulled from the agenda)**

Motion: A motion was made by Commissioner Hockman to approve item #1 on the Consent Agenda; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 4-0.

BOARD MEMBERSHIP:

3. **Board Membership Appointment for the Planning and Zoning Board**

Town Clerk Lemley advised that James Lloyd had been selected (see attached Exhibit "A") as a regular member of the Planning and Zoning Board.

4. **A Regular Membership Position Opened in the Library Board and One of The Alternate Members will be Chosen to Fill**

Town Clerk Lemley advised that Elizabeth Auld had been selected (see attached Exhibit "B") as a regular member of the Library Board.

ORDINANCE ON FIRST READING:

5. **Ordinance 10-2012 Small Scale Land Use Amendment for 711, 725 and 761 Foresteria Drive Proposing a Public Buildings and Grounds Land Use Designation**

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

Community Development Director Nadia DiTommaso stated that there is one correction to the staff recommendation portion of the staff report to correct the language from "Public Grounds and Facilities" to Public Buildings and Grounds".

Motion: A motion was made by Commissioner Hockman to approve Ordinance No. 10-2012 on First Reading; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read the title of the Ordinance into the record.

6. Ordinance 11-2012 Request for Rezoning for 711, 725 and 761 Foresteria Drive For a Public Zoning District Designation

Town Manager Sugerman explained that this item is a compatible action to item #7 and is a request to rezone the property from the Residential (R-2) District to the Public (P) District (see attached Exhibit "D").

Mayor DuBois asked what is the address of the western most parcel.

Town Manager Sugerman stated 761 is the western most parcel.

Motion: A motion was made by Commissioner Hockman to approve Ordinance No. 11-2012 on First Reading; Commissioner Stevens made the second.

Vote on Motion:

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

Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-0.

Attorney Baird read the title of the Ordinance into the record.

Town Manager Sugerman stated that there is a conflict between the title on the staff report and the title in the Ordinance and asked if the 78-32 or 78-76 is the correct Code reference.

Community Development Director DiTommaso stated that the correct Code reference is 78-76.

Town Manager Sugerman asked if the change is substantive.

Attorney Baird stated no and to correct the Ordinance for second reading.

DISCUSSION AND POSSIBLE ACTION:

7. Creation of a Memorial Tree Planting Program at Pre-determined Town Locations

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

Vice-Mayor Rumsey asked how many residents have asked about having a memorial tree.

Town Manager Sugerman stated that there have been at least three (3) since he has been the Town Manager.

Vice-Mayor Rumsey asked what happens if a tree is planted and then it dies and who would be responsible to replace the tree.

Town Manager Sugerman stated that the trees would come with a one (1) year warranty and if the tree dies within the first (1) year the provider of the tree will replace the tree at no charge. If the tree dies after one (1) year the tree would not be replaced.

Vice-Mayor Rumsey stated that there would be a memorial plaque at a dead tree.

Town Manager Sugerman stated that so far staff has been good at making sure our trees are not dying and so the assumption is that the Town would be utilizing a reputable nursery with a good product.

Vice-Mayor Rumsey stated that he thinks it is a good program but spending \$3,000 for an arborist for three (3) requests seems a bit excessive to him. He thinks that staff knows

where the spaces are that trees could be planted and then if the program becomes popular it would make more sense to spend the funds on an arborist or landscape artist. He stated that he does not see a problem moving forward with the program but that he does have a problem with spending \$3,000.

Town Manager Sugerman felt that Vice-Mayor Rumsey provided very valuable feedback.

Mayor DuBois stated that there are a number of areas in Kelsey Park that need a reset and to those should be on a list. He stated that it would be valuable in replanting the dead trees and that he would prioritize this area as first on the list for replanting before moving on to other areas. He suggested that the program be expanded for tree donation and not just memorial trees.

Commissioner Stevens agreed with Vice-Mayor Rumsey and Mayor DuBois comments and thinks that the program should include the donation of trees also.

Commissioner Hockman agreed with Vice-Mayor Rumsey regarding not spending the \$3,000 at this time and expanding the program to other areas like Flagler Boulevard and other islands throughout the Town were trees have been lost over the years.

Mayor DuBois asked if a motion is needed.

Town Manager Sugerman requested a motion and a vote at minimum endorsing a tree planting program.

Motion: A motion was made by Vice-Mayor Rumsey to endorse a tree planting program without the expenditure of the \$3,000 and to expand the program to the possibility of other areas throughout the Town; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 4-0.

TOWN MANAGER REPORT:

Update on fireworks

Town Manager Sugerman stated that he received a proposal from the Zambelli Fireworks Company and they are so far the only company to respond to his request for a quotation. He stated that the proposal is for a fifteen (15) minute firework display for \$25,000, \$5,000 for a barge on the Intercoastal and \$20,000 for fireworks. He stated that the proposal does not include any detail on the type of fireworks. He stated that he is still working on other quotations.

Update on dog park locations

Town Manager Sugerman stated that at the last Commission meeting staff was requested to look at other existing parcels in Town for a dog park and that staff has not been able to identify any other parcel large enough, convenient enough or with enough parking to support a dog park. He stated that while staff was brainstorming these other location a concept was developed to try to a run pilot program. A major property owner has been contacted who has a major parcel in Town that is unimproved and a local business with a national presence who has indicated that they would be willing to support the Town in installing a six (6) month pilot program where the property would be fenced and the parking lot of the adjacent business can be used for parking. He stated quotes for fencing has been obtained for a 4,000 square foot fenced area with two gates and the cost would be approximately \$5,000 for the rental of that fencing install for a six (6) month period. He stated that staff thought this would be a good solution rather than committing to a permanent dog park in a place that has no parking and difficult to locate. He stated that both parties are encouraged to participate however a deal have not been finalized and that he hopes to have it finalized and be able to report the specifics to the Commission next month.

Mayor DuBois asked what is the height of the proposed fence because he thinks that four (4) foot would probably do.

Town Manager Sugerman stated that it is a six (6) foot high fence with two twelve (12) foot wide gates.

Mayor DuBois suggested that a lower fence would be fine and that his concern is creating a visual barricade and that it would look offal.

Town Manager Sugerman stated that he would look into a shorter fence that would be available and appropriate for a dog park.

Commissioner Stevens asked about the type of fencing.

Town Manager Sugerman stated that fence would be chain link.

Community Development Block Grant (CDBG) grant opportunities

Town Manager Sugerman provided a letter regarding what the Town is entitled to receive from the CDBG program (see attached Exhibit "F"). He stated that he has spoken with Carlos Serrano, Director of Strategic Planning and Operation Department of Economic Sustainability, and he requested that the Town advise by the end of December whether they wish to participate in the CDBG program and explained that project specifics are not requested at this time. He stated that the projects must be CDBG eligible and that eligible projects include: real property acquisition for a public purpose, infrastructure installation and improvements, public facilities and improvements, demolition/clearance and historic preservation and that funds cannot be used for operating expenses or personnel costs. He requested suggestions from the Commission on how the funds could be utilized.

Commissioner Stevens asked if there is a match or other requirements.

Town Manager Sugerman stated that there are no match requirements but that there are other non-monetary requirements.

Mayor DuBois stated that he supports receiving the grant funds and suggested that funds be utilized for the Marina parking lot project or parking at the property located at 761 Foresteria Drive .

Town Manager Sugerman stated that the Marina parking lot would probably not be grant eligible because he does not think that the Marina would be considered a low and/or moderate income neighborhood and that the parking at 761 Foresteria probably would qualify.

Vice-Mayor Rumsey supports receiving the funding and asked if the dog park or infrastructure at the community garden would be grant eligible.

Town Manager Sugerman stated "yes".

Commissioner Hockman stated that he would be in favor of using the funding for the Marina parking lot improvements and that he does not understand why the funds could not be used there since the Town is classified as low and/or moderate income.

Mayor DuBois suggested any design or work at the vacant property next to the fire station to make the property look ready for a railroad station.

Town Manager Sugerman stated that it would be grant eligible.

Mayor DuBois stated that having a location where a bus can pull off the roadway to meet passengers and passengers related to a train would be advantageous from a transit prospective.

Vice-Mayor Rumsey stated that once last week and twice this week the train that passes through Town at approximately 8:00 a.m. has stopped traffic going both ways on Park Avenue and Northlake Boulevard and asked what is going on.

Town Manager Sugerman stated that he does not know the answer and that he would find out.

Mayor DuBois stated that he has been attending the Metropolitan Planning Organization (MPO) meetings and that there is a big issue related to the port. He explained that there is a complicated system related to the trains coming and going from the port and that part of the problem is that the port does not operate the train line and that the Florida East Coast (FEC) Railway lines are utilized for the trains entering and leaving the port. He stated that there is an MPO meeting on December 10, 2012 at 9:00 am and a Treasure Coast Regional Planning meeting on December 14, 2012 and at all of these meetings different types of railroad services are going to be discussed.

Vice-Mayor Rumsey asked if Mayor DuBois could take these questions to those meetings.

Mayor DuBois stated "yes" and explained that these questions have been asked a lot and that a lot depends on what is coming out of the port. He stated that the FEC is down to seven (7) trains a day from eleven (11) trains a day.

Commissioner Stevens stated that all of the suggestions are good ways to utilize the grant funds and that he especially supports the community garden infrastructure, dog park and railroad related suggestions. He asked when the Commission would be discussing the tearing down of the wall in the Marina parking lot.

Town Manager Sugerman stated that the tearing down of the wall at the Marina is an item being discussed by the Marina Task Force and is expected to be a recommendation that will come from the Marina Task Force.

Commissioner Stevens stated that the sooner the better on the remove of the wall at the Marina because the Marina cannot be seen from US1 and asked when that will be coming forward.

Town Manager Sugerman stated that the Task Force is working on the item and that he will be bring forward a recommendation based on the Task Force's work. He stated that the final meeting for the Task Force is in February and then they would be sunsetted and a report would be anticipated in February or March with a set of plans.

Commissioner Stevens stated that he would prefer February over March but that he understands the time constraints.

Photo release form-Lake Park Harbor Marina

Town Manager Sugerman stated that a member of the Marina Task Force, Brent Headberg has offered the Town and in particular the Marina photographx and video which the Town can use in promotional and marketing material. He stated that Mr. Headberg has asked that the Town sign a release so that he and the Town are protected and that Attorney Baird has recommended that Mayor or Town Manager could execute

the agreement and that he feels more comfortable that the Commission authorize the Mayor or Town Manager to sign the release.

Mayor DuBois stated that the Marina is public property and doesn't Mr. Headberg have the right to photograph the Marina.

Town Manager Sugerman stated "yes", but he is giving the photographs to the Town.

Mayor DuBois stated that he does not understand why a release is needed.

Vice-Mayor Rumsey explained that Mr. Headberg is giving to the Town the photographs to utilize in promotional material and that Mr. Headberg wants to be released from any damages or trademark infringements that may come from the photos.

Town Manager Sugerman concurred and explained that Mr. Headberg will also be taking additional photographs for the Town pro bono.

Mayor DuBois stated that he understands now and that he is glad Mr. Headberg is doing it.

Town Manager Sugerman asked the Commission to determine whether the Town Manager or the Mayor should sign the release.

Mayor DuBois stated that he would be happy to sign the release if that is the direction of the Commission.

Commissioner Stevens and Vice-Mayor Rumsey stated that Mayor DuBois should sign the release.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Attorney Baird provided an update on the Inspector General litigation. He stated that the Inspector General filed a motion to intervene in the litigation between the Municipalities and the County. The Inspector General office took the position that because it is an independent County office that it had some kind of special standing that other County offices did not have as related to the litigation. He stated that the Judge flatly denied the motion. He stated that the Inspector General's office has filed an appeal of the denial of the motion to intervene to the Fourth District Court of Appeals and that this appeal will further delay these proceedings. He stated that from a legal prospective that he would be surprised if the Fourth District Court of Appeals gives the appeal any consideration and that he expects the appeal to be denied. He stated that Municipalities have argued their motion for partial summary judgment. He explained that a summary judgment is that the party bringing the motion states that there are no facts that are in dispute and that they want the judge to decide the case based on law and the issues of law that they have raised. He explained that the issues of law in this case are whether or not the County has the authority constitutionally to require a Municipality to contribute to a County-wide program. He stated that in an attempt to create a factual issue to defeat the summary judgment and he supposes at a tactical measure rather than argue strictly on the law the

County elected to file four (4) affidavits to try and create a factual issue and that the affidavits came from Assistant County Administrator Brad Merriman, Inspector General Sheryl Steckler, Assistant Inspector General of Dade County, and County Commissioner Jess Santamaria. He stated that his opinion of the affidavits was that they created no material facts, however they were interesting to read because they gave the reasons why the County got to the point of having an Inspector General and a Commission on Ethics. But they did not go to the issue of funding and the fundamental legal issue. He stated that the judge can decide that the affidavits do form some type of reason for a trial which would be the effect of the decision of the judge determining that there are facts in dispute and the affect of that decision would be to delay the answer to the legal question before the Court and force the Municipalities and the County into a trial. He explained all the things that come with a trial and it is costly to the participants. He stated that it is ironic that the Inspector General's Office, that is charged with fiscal responsibility in rooting out waste in government, and the County itself has taken the tact that rather than get the honest answer to the legal question we seem to be going through some legal gymnastics that are only going to extend the time before which the answer to the legal question will be provided. He stated that the most telling thing about the argument is what the Municipalities have been saying all along which, is that there were five (5) other amendments to the County Charter to create County-wide programs and none of those County-wide programs were the Municipalities asked to share in the fund of the program and that it should not be expected because it is a County-wide program administered by the County and created by a County Ordinance. In response the County argued that just because the County did not ask the Municipalities to help fund those other programs doesn't mean that the County might not ask for the Municipalities to fund those programs or other programs that might be created on a County-wide basis. The central issue why the Municipalities felt they needed to protect the home rule authority because if the County is permitted to pass along an unfunded mandate in this Inspector General program that one could certainly expect that any opportunity that the County would have to do that with any other County-wide program existing or to be created the County would do so just as the State does to Counties and Municipalities and the Federal Government does to the States. He stated that the whole reason the Municipalities filed the litigation has been admitted to by the County Attorney in open court and that there could be other unfunded mandates that the County will pass along to the Municipalities.

Town Manager Sugerman stated that the Tree Lighting Ceremony will be on Friday, December 7, 2012 from 6:00 p.m. to 8:00 p.m. on the Town Green. He explained that a variety of activities will be available, that Santa is expected to arrive between 6:00 p.m. and 6:15 p.m. and the Holiday Tree will be illuminated at 7:00 p.m.

Vice-Mayor Rumsey read from a prepared statement (see attached Exhibit "H")

Commissioner Stevens had no comments.

Commissioner Hockman wished everyone Happy Holidays.

Mayor DuBois thanked Gerry Raposa for taking him along on a Citizen on Patrol (COP) ride and that he appreciates all the hard work that Mr. Raposa does for the Town on a volunteer basis. He stated that there are many opportunities for residents to volunteer for

the Town including COP, Lake Park Community Development Corporation, Lake Park Community Garden, Lake Park Kiwanis, After School Homework Club, Neighborhood Watch, Bridges of Lake Park, Friends of the Library, Lake Park Library Board, Relay for Life, and others and encouraged residents to volunteer.

DRAFT

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 8:52 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

BALLOT

Rundry

MAYOR/COMMISSIONER

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

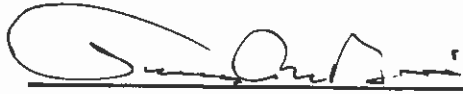
James Lloyd

Yes

No

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT



MAYOR/COMMISSIONER

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

James Lloyd

Yes

No

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Tim Stevens

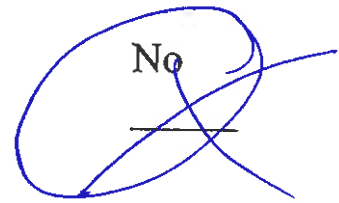
MAYOR/COMMISSIONER

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

James Lloyd

Yes

No



- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Jim Stevens

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES. WE HAVE ONE APPLICANT FOR THIS BOARD AS A MEMBER.

Member

Elizabeth Auld

Yes

No

BALLOT

Rensy

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES. WE HAVE ONE APPLICANT FOR THIS BOARD AS A MEMBER.

Member

Yes

No

Elizabeth Auld

BALLOT

Hoelcman

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES. WE HAVE ONE APPLICANT FOR THIS BOARD AS A MEMBER.

Member

Yes

No

Elizabeth Auld

✓

BALLOT



MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES. WE HAVE ONE APPLICANT FOR THIS BOARD AS A MEMBER.

Member

	Yes	No
Elizabeth Auld	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Town of Lake Park Town Commission

Exhibit "C"

Agenda Request Form

Meeting Date: December 5, 2012

Agenda Item No. Tab 5

Agenda Title: Request for a small-scale land use amendment for 711, 725 and 761 Foresteria Drive to redesignate from Medium Density Residential to the Public Buildings and Grounds land use designation.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action, Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 11/27/12

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

Table with 3 columns: Originating Department (Community Development), Costs (\$0.00), Attachments (Staff Report, Ordinance 10-2012, etc.), Advertised (N/A for 1st reading), Notification (Yes/No), and Initials.

Summary Explanation/Background:

See Staff Report.

**Town of Lake Park
Community Development Department**



Meeting Date: *December 5, 2012*

To: TOWN COMMISSION

Re: Small-Scale Land Use Amendment

Applicant: Town of Lake Park
Address: 711, 725, 761 Foresteria Drive
Re: Small-scale land use amendment from Medium Density Residential to Public Buildings and Grounds

SUMMARY

In early 2009, the Town of Lake Park's CRA purchased three parcels of real property located at 711, 725, and 761 Foresteria Drive (the Property). See Legal Descriptions (Exhibit "A") and Future Land Use Map/Location Map (Exhibit "B"). The three parcels comprise approximately 1.26 acres. These parcels were purchased with the long-term vision of providing additional parking for the businesses within the Park Avenue Downtown District. As a short-term use, the CRA Board (the Board) authorized the Community Development Corporation, a not for profit corporation to use two of the three parcels (the Property) for the Seeds of Hope Community Garden. The two parcels upon which the community garden is being operated have a future land use designation of "Medium Density Residential." The use of the Property as a community garden is not consistent with the Medium Density Residential future land use designation. The Town's classification system defines residential land uses as being exclusive to residential dwellings and light community related uses, **excluding** government owned sites. Thus, if the use of the Property is going to remain as a community garden, it is appropriate to amend the future land use designation so that its use is consistent with the Town's Comprehensive Plan.

The Comprehensive Plan's Future Land Use Element Section 3.4.3, defines Public Buildings and Grounds as the following:

"Lands and structures that are owned, leased, or operated by a government entity(...)or operated by a private entity and used for a public purpose...."

In accordance with the above section of the Comprehensive Plan, the appropriate future land use designation of the Property should be "Public Buildings and Grounds." Although the Property is being operated as a community garden, staff believes that the operation of the community garden for public purposes is still compatible with the surrounding residential area and does not negatively impact the nearby Park Avenue Downtown District. The use serves a community purpose allowing residents, business and property owners to take advantage of the garden for their everyday use. Currently, it is a placeholder for any future public use the CRA envisions and may require.

LOCAL PLANNING AGENCY RECOMMENDATION

Approved 4-0. There was some discussion as to the eventual fate of the subject property. At this time, the use will remain a Community Garden.

STAFF RECOMMENDATION

Staff recommends that the Town Commission recommend a motion to **APPROVE** the small-scale land use amendment on first reading to change the future land use of the Property from Residential Medium Density to Public Grounds and Facilities.



Town of Lake Park Town Commission

Exhibit "D"

Agenda Request Form

Meeting Date: December 5, 2012

Agenda Item No. Tab 6

Agenda Title: Request to Rezone 711, 725 and 761 Foresteria Drive from Residential-2 to the P-Public District zoning designation.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action, Resolution, Ordinance on 1st Reading, Other.

Approved by Town Manager [Signature] Date: 11/27/12

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0.00), Attachments (Staff Report, Ordinance 11-2012, Exhibit A, Exhibit B), Advertised (N/A), Notification (ND), and other details.

Summary Explanation/Background:

See Staff Report.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: December 5, 2012**

DESCRIPTION: Request to rezone 711 Foresteria, 725 Foresteria, and 761 Foresteria from the Residential-2 (R-2) District to Public District (P-District).

APPLICANTS REQUEST: This is an application by the Town of Lake Park proposing the rezoning of three parcels of land (the Property) owned by the Town of Lake Park's Community Redevelopment Agency. See Legal Descriptions (Exhibit "A") and Location Map (Exhibit "B"). The parcels are 0.17, 0.86, and 0.23 acre, respectively, which are currently operated by the Community Development Corporation as the Seeds of Hope Community Garden. The Property is located on Foresteria Drive between 7th and 8th Street and is within the Residential-2 (R-2) zoning district. Staff recommends that the Property be rezoned to the P-Public District as provided for in Section 78-76 of the Town of Lake Park Code of Ordinances (the Code).

P&Z RECOMMENDATION: November 5, 2012 – 4-0 Motion to approve.

STAFF RECOMMENDATION: APPROVAL

BACKGROUND INFORMATION:

Applicant(s): Town of Lake Park
Owner: Lake Park Community Redevelopment Agency (CRA)
Address : 711, 725 and 761 Foresteria Drive, Lake Park FL 33403
Lot Sizes: 0.17, 0.86, and 0.23 acres respectively for a total of 1.26 acres

Parcel Control Numbers: 36-43-42-20-01-010-0440, 36-43-42-20-01-010-0290, 36-43-42-20-01-010-0250

Existing Zoning : Residential-2(R-2)

Adjacent Zoning

North: Park Avenue Downtown District (PADD)
South: Residential-1 (R-1)
East: Residential-1 (R-1)
West: Residential-2 (R-2)

Adjacent Land Uses

North: Downtown
South: Single Family Residential
East: Single Family Residential
West: Medium Density Residential

CONSISTENCY WITH THE TOWN OF LAKE PARK ZONING CODE
Section 78-76 states in part:

Within P public districts, the following regulations shall apply:

(3)

All property owned by or acquired by the town shall be included in P public districts

The subject parcels were acquired by the Lake Park CRA in early 2009. Their zoning designations were never changed to reflect the P-Public District. Staff is recommending that these parcels be rezoned to reflect their appropriate zoning district designation. The permitted uses in the public district may range from recreation facilities, parks and playgrounds, museums, just to name a few. A community garden is in conformance with this zoning district designation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A small-scale land use amendment is being concurrently processed. The proposed small-scale plan amendment would change the future land use designation of the Property from Residential Medium Density to Public Buildings and Grounds.

The proposed rezoning would implement the future land use designation by zoning the Property so that it will be consistent with the Property's new future land use designation pursuant to the amendment to the Town's Comprehensive Plan. The proposed rezoning is consistent with Policy 1.1 of the Future Land Use Element of the Town's Comprehensive Plan:

Policy 1.1: Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which at a minimum:

- b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses.
- k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character.

The Property is owned by the CRA and is between a residential district and the Park Avenue Downtown District (PADD). The Property is being operated by the Community Development Corporation, a not for profit corporation and serves a community purpose. In order to make the zoning of the Property consistent with the new future land use designation of Public Buildings and Grounds, a rezoning to Public District is required.

STAFF RECOMMENDATION :

Staff recommends that the Town Commission entertain a motion to **APPROVE** the rezoning to P-Public District for this Ordinance on first reading.



Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 5, 2012

Agenda Item No. Tab 7

Agenda Title: Creation of a Memorial Tree Planting Program at Pre-determined Town Locations

- | | | | |
|--------------------------|---------------------------|-------------------------------------|----------------------------|
| <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 [Signature] Date: 11/20/12

[Signature] 11/19/12
David Hunt / Public Works Director

Originating Department: Public Works	Costs: Approximately \$3,000.00 Funding Source: To Be Determined Acct. # <input checked="" type="checkbox"/> Finance <u>SKZ</u>	Attachments: Memorial Tree Planting Program Draft Brochure
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>[Signature]</u> Please Initial one.

Summary Explanation/Background: Residents of Lake Park would like to be provided the opportunity to plant a tree in honor of a loved one. The gift of a Memorial Tree is not only symbolic and enduring, it beautifies the community.

Three different locations have been identified as being suitable for additional tree planting. They are the Sixth Street median between Bayberry Drive and Evergreen Drive, Lottie Mae Miller Park (Date Palm Drive at Second Street), and the Seminole Boulevard median between Greenbriar Drive and Crescent Drive. A pre-approved tree can be selected for planting in one of the three locations based upon a master plan. An optional, grey granite marker can be engraved and placed at the

base of the newly planted tree. The Town shall be responsible for planting the tree and placing a marker.

A Master Tree Placement Plan should be prepared by a certified arborist or landscape architect to ensure that each tree will have enough space to grow to maturity. A Master Plan will provide the guidance to creating a coherent planted space as trees get donated. A Master Plan can also be used to submit for grants. Potential donors may view the available planting locations and recommended tree species detailed in the Master Plan before making their site selection. A Master Plan could be created for the three locations listed above for approximately \$3,000.

The total cost to a donor would be \$570 if the tree and monument are purchased together, however, the tree may be purchased by itself. The cost of the program consists of the following components:

\$350 which would cover the expense of planting a tree to minimum standards (45 gallon pot, 12 to 14 feet high, and three inch caliper); and \$220 which would cover the cost of a standard grey granite marker with engraved, polished face, installed.

Brochures would be printed (see attached draft) and distributed from Town Hall.

With Commission approval, a Memorial Tree Planting Program, with tree locations, designated species, and price schedule will be created and codified by Resolution.

Recommended Motion:

- **Approve the Concept of a Town Memorial Tree Planting Program.**
- **Designate Funds for the Development of a Master Tree Placement Plan.**
- **Direct Staff to Bring a Resolution Back Before the Commission Which Creates a Program Referencing the Master Plan and Establishing Donation Rates.**



Exhibit "F"

November 9, 2012

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

**Department of
Economic
Sustainability**

Administration

100 Australian Avenue South -
Suite #500

West Palm Beach, FL 33406

(561) 233-3600

FAX: (561) 656-7543

www.pbcgov.com/ides

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Chair

Steven L. Abrams, Vice
Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman, P.E.

*"An Equal Opportunity
Affirmative Action
Employer"*

Dear Dr. Sugerman:

As a participating municipality in the County's Community Development Block Grant (CDBG) Program, the Town of Lake Park is entitled to receive a sum of \$37,294 under the FY 2012-2013 CDBG Program to undertake eligible community development activities. These activities should generally be located in the Town's CDBG target area and must predominantly benefit low and moderate income persons.

Only the following activities are eligible for funding: acquisition of real property for a public purpose, infrastructure installation and improvements, public facilities and improvements, demolition/clearance and historic preservation.

Previously, the Town has used CDBG funds to reconstruct storm drains, and to improve parks and ball fields.

If the Town would like to proceed with using CDBG funding for an eligible activity, or wishes to further discuss the use of these funds, please contact Michael Sklar, Planner II at (561) 233-3623 or msklar@pbcgov.org within the next 30 days.

Sincerely,

Carlos Serrano, Director of Strategic Planning and Operations
Department of Economic Sustainability

cc: Edward Lowery, Director, DES
Sherry Howard, Deputy Director, DES
Clement Clarke, Principal Planner, DES

S:\2012-13\CDBG\Entitlement Municipalities\Lake Park.docx

**To advance community sustainability by increasing economic competitiveness
and improving the elements that create a high quality of life for Palm Beach
County's residents.**

Brent Headberg
Harbor View Photos
220 Lake Shore Dr #3
Lake Park, FL 33403

Exhibit "G"

Town Of Lake Park, Florida
Dale Sugarman
535 Park Ave
TownManager@lakeparkflorida.gov
561-881-3304

Permission for Photography

For good and valuable consideration herein acknowledged as received, the undersigned, being the legal owner of, or having the right to permit the taking and use of photographs, still or moving, of certain property designated as Lake Park Harbor Marina, grants to Brent Headberg ("Photographer") and his legal representatives and assigns, the irrevocable right to use and publish photographs of the listed property, for the restricted purposes of self-promotion, including advertising the Photographer's business, in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release Photographer and his legal representatives and assigns from all claims and liability relating to the use of said photographs for said purposes.

11/12/2012

Date



Signature

Dale Sugarman

Name

105 Lake Shore Dr

Address

Lake Park, FL 33403

City/State/Zip

561-881-3353

Phone Number



Witness Signature

James Hart

Witness Name

105 Lake Shore Dr

Address

Lake Park, FL 33403

City/State/Zip

Last week a series of emails were distributed to all elected officials and department heads that originated between myself and the Town Manager. Tonight I would like to respond to the emails and I request that madam Clerk record my comments verbatim into the record. I will have a copy for you at the end of the meeting.

At our last Commission meeting on Wednesday, November 7th I made a request for additional information on three discussion items. None of these items appeared to be overly complex and I would have thought that within a couple of weeks I could have reasonably expected a response.

On Wednesday, November 28th three weeks after making my requests I sent an email to the Town Manager asking for details. I also included a request on an issue that Commissioner Longtin had asked about as I was also interested in the response and had seen nothing on her issue either. Admittedly, I was disappointed that I had heard nothing from the Town Manager in the preceding three weeks and expressed my frustration.

On the following day, I received an email back from Mr. Sugerman with the answer to two of the questions, and the statement that the other two would be answered in his upcoming end of the month report.

Mr. Sugerman then went on to say "Finally, it is clear to me that you are dissatisfied with my performance as town manager, especially as it relates to the timeliness of communications. Frankly, I am dissatisfied with the imperious tone of not only this e-mail, but virtually all of your e-mail communications with me. To that end, it appears that the best course of action to ameliorate your dissatisfaction with my performance is for you to offer a motion at

the December 5th Town Commission meeting to terminate my employment with the Town. Once you receive a second to your motion, I will support the same.”

It is with this response that I feel it is important for me to respond publicly.

Over the past four years I have worked diligently to represent the Town of Lake Park in the best way I know how. I may not have always made the right decision, but I assure you nothing I have done here has been decided randomly or without thought.

In the years that I have been a Commissioner, I have served with six other commissioners, two mayors, one attorney and three town managers. I have worked with numerous staff members and been open to discussions with virtually any resident who wanted to discuss an item.

I have made it a priority to respond to the residents and employees in a timely manner. I think it is my job to be responsive to the people who employ me.

Over the years I have had amazing relationships with residents and even most of those who disagree with me on items respect the work I have put into this position.

I have had a great relationship with the staff and they know I have been one of their biggest cheerleaders from this dais.

While sometimes strained, my relationships with my fellow Commissioners has been good for the majority and I think that even Jeanine and I have found a common respect for each other although we probably wouldn't agree on many issues.

I have been fortunate to serve with two wonderful Mayors. Desca Dubois was my friend and I miss her greatly, sadly when she passed away my role was forced to change for a short time and it saddens me that some people misrepresented that short term change. James Dubois was elected shortly after Desca's death and his knowledge of the issues and passion for our Town has been admirable.

I enjoyed working with Maria Davis as Town Manager. I will always believe her tenure was filled with more good than bad and it pained me to call on her to resign, although I knew it was the right thing for our Town.

We were fortunate to have Jamie Titcomb join us on a temporary basis and I will continue to be grateful for his service to Lake Park.

When it came time to hire a new Town Manager, I was impressed with Mr. Sugerman's knowledge of the community and his history of service, plus he came highly recommended. While Mr. Sugerman played coy in the interview process, I still felt he was the right man for the job and voted to hire him and even went above the pay rate that we had planned for the position because I felt strongly he could lead us forward.

I still believe we made the right decision in hiring Mr. Sugerman.

Let me be clear, I believe Dale Sugerman can be a good employee for the Town of Lake Park and I believe he is on the right path in many areas. However, Mr. Sugerman's lack of response, flippant responses and condescension trouble me and quite frankly residents who have approached me with concerns.

After receiving Mr. Sugerman's email, I couldn't help but think back to a conversation he and I had shortly after he was hired over lunch at Yard House at Downtown at the Gardens.

We were discussing Mr. Titcomb's service as acting Town Manager and I made the comment that one of the things I so appreciate from Jamie was his attempts to make the Town Commission be more civil to each other and through his efforts I felt that we had made progress.

When I made the comment, Mr. Sugerman stated "sometimes a little conflict within the Commission can be fun." When I saw the private email Mr. Sugerman had shared with my fellow Commissioners and Town Staff I couldn't help but think back to that comment and wonder, if Mr. Sugerman were trying to stir up conflict.

Either way, I would like to remind my fellow Commissioners and residents of the words I used when I called on Maria Davis to resign:

Last evening, a fellow Commissioner presented allegations related to Town Manager, Maria Davis. In presenting the documents it was stated that the charges warrant "termination with cause." At the time I stated that I have not had time to review the documents and would not be able to make a judgment.

After reflection, I have come to the conclusion that in the best interest of the citizens of the Town of Lake Park, we must make a change.

For almost two years our Town Commission has been struggling over the Town Manager as some have expressed a lack of confidence in her leadership. We can no longer engage in this struggle if we want to move our Town forward. Too many important matters face

us to be distracted by this conflict. We must unite as a community and work together if we are ever to achieve our Town's potential.

With that said, I ask Town Manager Maria Davis to resign her position. It is with a heavy heart that I make this request. I do so because, no one person is greater than the Town as a whole and our future is too important to continue divided.

I believe those words as much today as I did then. No one person is greater than the Town as a whole and our future is too important to continue divided.

With that let me say publicly. Mr. Sugerman, I have a bit over two months remaining on my term in office. I have no desire to have a public or private battle going with you. I have worked too hard during these past four years to provide a service to this Town; I will not be drug into the mud with an employee for conflict.

The Town of Lake Park has been through many years of turmoil, I will not be a party to creating another one. The residents of this town deserve better.

As I have said on numerous occasions, I think you have provided a service to our Town and hope you will continue to do so. I will not tonight be asking for your resignation, if you were to choose that path it would be your choice, but I have no intention of asking.

What I do ask is that you provide timely information on issues that I request, you may think a month is enough time to respond, quite frankly I don't and if you do find that additional time will be needed the professional thing to do in the future would be to advise me "hey, I am working on this, I don't have an answer but will get it to you as soon as I have it."

Communication would go a long way here and quite frankly I am tired of asking questions, getting curt responses or partial comment.

Mr. Sugerman, I trust that you and I can develop a working relationship that moves this Town forward, I manage a large staff, I have dedicated my time to this Town as a public servant for four years, I would appreciate the basic respect as Town Manager of reasoned timely responses.

I wish you well moving forward and commit to the Town of Lake Park that I will continue to ask tough questions and work until my last day in office to make our Town the best it can possibly be.

To my fellow neighbors, commissioners, attorney, Mayor and staff, I apologize that this private email exchange had to become a public matter.

I now conclude my comments on this issue.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 2*

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

- | | |
|--|---|
| <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: 12/10/12

Vivian Lemley, Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 11,000 Funding Source: Acct. # 106-33000 <input checked="" type="checkbox"/> Finance <u><i>B/R</i></u>	Attachments: Revised Supervisor of Elections Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>V.M.C</i></u> Please initial one.

Summary Explanation/Background: At the November 7, 2012 Regular Commission meeting the Supervisor of Elections (SOE) annual Agreement with the Town of Lake Park was approved striking out the following language:

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.

The Town Attorney advised the Commission that by the Mayor signing the Agreement with the current language, it certified that the Mayor had reviewed the document and that the document met all of the legal requirements of the Town's Charter and all other related laws. Therefore the Town Attorney advised the Commission to approve the Agreement striking out the above referenced language.

Other Palm Beach County municipalities encountered the same difficulty with the above language and the Town of Jupiter removed the language from their Agreement and inserted a signature line for the Town Attorney's signature approving the Agreement as to form and legal sufficiency. Attached is the revised version of the Agreement patterned after the Town of Jupiter Agreement.

We are asking the Commission to approve the revised Agreement with the above mentioned language stricken.

Recommended Motion: Approve the revised attached Agreement with the SOE.

**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 hereinbelow.

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. 2nd 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 \$200,000 for any one person or beyond \$300,000 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.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Town of Lake Park 535 Park Avenue Lake Park, FL 33403 Attention: Dale Sugerman

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. 10. 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:

Town of Lake Park, FLORIDA

Vivian Mendez Lemley, Town Clerk

James DuBois, Mayor

(Affix Municipal Seal)

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

NEW

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. Tab 2

Agenda Title: Award Custodial Services Term Contract for Various Town Locations (Bid No. 107-2012)

- | | | | |
|-------------------------------------|---------------------------|--------------------------|----------------------------|
| <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 Date: 12/17/12

 David Hunt/Public Works Director

Originating Department: Public Works	Year One Costs: (a) \$23,148.80 (b) \$3,304.00 Total: \$26,452.80 Funding Source: (a) Public Works, Facilities Maintenance (b) Lake Park Harbor Marina Acct. #: (a) 408-34000 (b) 800-34000 <input checked="" type="checkbox"/> Finance <u>BKR</u>	Attachments: Spreadsheet listing each respondent's Schedule of Bid Items Recommended Bidder's Contract Document Submittal Original Bid Packet and Advertisement Contractor's Formal Bid Protest Submission Town Finance Director's Response to Bid Protest (including spreadsheet)
Advertised: Date: <u>October 7, 2012</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>GDH</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background: On October 30, 2012, four sealed bids were opened and the base bid amounts were read aloud for the Town of Lake Park, Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina, and Lake Shore Park Restrooms (Town of Lake Park Bid No. 107-2012). The responses were received from four of the five contractors who attended a mandatory pre-bid meeting held October 19, 2012. A tour of all the Town facilities listed in the contract documents was provided in order for all the bidders to familiarize themselves with the requirements of the contract. Questions concerning the submittal process were received after this pre-bid meeting and all contractors were provided clarification via Addendum No. 1. The attached spreadsheet lists each contractor's line item submittals, including unit prices for tasks requested by the Town on an "As Needed" basis.

Three of the four bid submittals were deemed responsive and all the contractors appeared responsible. Some contractors' submittals had addition errors that were reflected in the line, "Base Bid: Total Items 1 Thru 3". The sums of all the line items were re-calculated and the correct totals noted on the spreadsheet. The basis for award referenced the spreadsheet's corrected totals.

This contract award shall be for a term of three years with an option to renew in year four and year five. The first year of the contract has line items for an initial cleaning (See Item No.'s 3a, 3b, 3c, 3d, and 3e in the spreadsheet) to bring all of the locations into contract compliance. The costs associated with these line items shall not be applied to payments in subsequent years.

USSI submitted a base bid for first year services in the amount of \$26,248.00. SparkleTeam submitted a base bid for first year services in the amount of \$26,648.00. Their price included unsolicited, annual free services such as stripping and refinishing Town Hall floor tiles. The Bid Packet's Schedule of Bid Items required each contractor to supply unit prices for these "As Needed" tasks. USSI's unit prices were applied to the type and quantity of services that SparkleTeam was offering at no charge and added to their Base Bid. For the first year of the contract, USSI can provide the same level of service as SparkleTeam for \$26,452.80, a savings of \$195.20. Therefore, based upon their lowest Base Bid price and an evaluation of their unit pricing, USSI was considered the lowest responsive and responsible bidder for the first year of the contract. Phone calls were placed to their references and there were no negative comments about their performance. Their bid packet was submitted with all required documents.

Using the current custodial contractors' pricing, \$29,988 has been allocated between the General Fund and the Marina Fund for Fiscal Year 2013 services.

All contractors who submitted bids were notified in writing of Staff's recommendation to award the three year term contract to USSI. SparkleTeam submitted a Formal Bid Protest to challenge this recommendation, noting that their bid would be \$5.88 less than USSI when allowing for the annual free services calculated over a three year period. SparkleTeam also noted that, unlike USSI, their company is based in Palm Beach County and is a woman-owned minority business enterprise.

The Town's purchasing procedures requires the Finance Director to attempt to resolve bid protests in a fair and equitable manner, and to render a written decision within 10 business days to the protestant. Attached find the Director's response to SparkleTeam.

A comparison of SparkleTeam's and USSI's Unit Price submittals showed a wide disparity between their costs to perform "As Needed" tasks. The Public Works Director submitted three typical tasks that the Town would expect to have performed at least once in a three year period to the Finance Director for a cost comparison. When evaluating SparkleTeam's Base Bid, free annual services, and

costs to clean the Town Hall carpet, strip and seal the Mirror Ballroom floor, and strip and seal the Marina's vinyl tile floor, they exceeded USSI's quotes for the exact same services by \$575.

Based upon this analysis, the Finance Director agrees with the Public Works Director's original recommendation to award the Custodial Services Term Contract to USSI since it is the most advantageous and provides the best value for the Town over the three year term.

Recommended Motion: Award the Custodial Services Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Lake Park Harbor Marina, and Lake Shore Park Restrooms (Town of Lake Park Bid No. 107- 2012) to USSI in the Amount of \$26,452.80 for Year One of the Three Year Contract.

CUSTODIAL SERVICES TERM CONTRACT

VARIOUS TOWN LOCATIONS-TOWN OF LAKE PARK

TOWN BID No. 107-2012

ITEM NO.	ITEM DESCRIPTION	UNIT	Distinction Services	Sparkle Team	Superior Service	USSI
1	Indemnification	Job	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Mobilization & Registration with Town	L.S.	\$ 300.00	\$ 50.00	\$ 20.00	\$ 150.00
2a	Criminal History Records Check	Job	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
3	Provide labor, supervision, equipment and supplies required to professionally clean the listed Town facilities for 12 months:					
3A	Town Hall	L.S.	\$ 8,400.00	\$ 12,480.00	\$ 11,412.00	\$ 10,560.00
3a	Initial cleaning to bring location into contract compliance	Job	\$ 500.00	\$ 200.00	\$ 300.00	\$ 150.00
3B	PBSO Substation	L.S.	\$ 4,200.00	\$ 3,400.00	\$ 4,716.00	\$ 3,744.00
3b	Initial cleaning to bring location into contract compliance	Job	\$ 350.00	\$ 500.00	\$ 150.00	\$ 160.00
3C	Public Works Department	L.S.	\$ 4,200.00	\$ 2,640.00	\$ 4,152.00	\$ 3,456.00
3c	Initial cleaning to bring location into contract compliance	Job	\$ 350.00	\$ 100.00	\$ 125.00	\$ 60.00
3D	Lake Park Harbor Marina	L.S.	\$ 2,400.00	\$ 3,900.00	\$ 5,004.00	\$ 3,264.00
3d	Initial cleaning to bring location into contract compliance	Job	\$ 350.00	\$ 50.00	\$ 100.00	\$ 40.00
3E	Lake Shore Park Restrooms	L.S.	\$ 2,400.00	\$ 2,928.00	\$ 6,180.00	\$ 4,224.00
3e	Initial cleaning to bring location into contract compliance	Job	\$ 100.00	\$ -	\$ 100.00	\$ 40.00
BASE BID: TOTAL ITEMS 1 THRU 3						
			\$ 23,950.00	\$ 26,648.00	\$ 32,659.00	\$ 26,248.00
BASE BID: TOTAL SUBMITTED BY VENDORS						
			\$ 22,000.00	\$ 26,348.00	\$ 31,464.00	\$ 26,248.00

CUSTODIAL SERVICES TERM CONTRACT

VARIOUS TOWN LOCATIONS-TOWN OF LAKE PARK

TOWN BID No. 107-2012

ITEM NO.	ITEM DESCRIPTION	UNIT	Distinction Services	Sparkle Team	Superior Service	USSI
4	UNIT PRICES (On an "As Needed" Basis):					
	Power Scrub Ceramic Tile	\$/S.F.	\$ 0.20	\$ 0.15	\$ 0.10	\$ 0.08
	Strip & Wax Paver Tile	\$/S.F.	\$ 0.30	\$ 0.40	\$ 0.15	\$ 0.24
	Strip & Seal Wood Flooring	\$/S.F.	\$ 0.65	\$ 0.40	\$ 1.35	\$ 0.33
	Strip & Wax Vinyl Tile	\$/S.F.	\$ 0.35	\$ 0.40	\$ 0.20	\$ 0.22
	Carpet Extraction	\$/S.F.	\$ 0.06	\$ 0.15	\$ 0.16	\$ 0.09
	Window Cleaning (Interior)	\$/ Lg.	\$ 2.50	\$ 3.75	\$ 4.50	\$ 8.00
		\$/ Med.	\$ 1.75	\$ 2.50	\$ 3.50	\$ 4.00
		\$/Sm.	\$ 1.00	\$ 1.25	\$ 2.50	\$ 2.00
	Window Cleaning (Exterior)	\$/ Lg.	\$ 1.75	-	\$ 10.00	\$ 10.00
		\$/Med.	\$ 1.25	-	\$ 7.00	\$ 5.00
		\$/Sm.	\$ 0.75	-	\$ 4.50	\$ 2.50
	Hourly Labor Rate, Heavy Cleaning	\$/Hr.	\$ 20.00	\$ 15.00	\$ 16.50	\$ 22.75
	Hourly Labor Rate, Porter Service	\$/Hr.	\$ 15.50	\$ 15.00	\$ 13.00	\$ 14.95
	Number of days to commence work after NTP		2 days	Same Day	30 days	21 days

RESPONSIBLE (3 references)	yes (verified)	yes (unverified)	yes (unverified)	yes (verified)
RESPONSIVE (all required documents attached)	no	yes	yes	yes

NOTE: In SparkleTeam's submittal, Clarifications / Exceptions section, they offered to strip and re-finish paver tiles, and to power scrub ceramic tile at No Charge during the initial cleaning. A cost comparison was done with USSI using their unit prices to perform the same tasks. Based upon USSI's submitted prices, they would charge \$204.80 for the services that SparkleTeam has offered at No Charge.



Finance
Department

December 7, 2012

Ms. M. Arely Castellon, President
SparkleTeam
ST FRANCHISING SYSTEM, LLC
7805 NW Beacon Square Blvd., Suite 205
Boca Raton, Florida 33487

Sent via electronic mail and
Certified Mail – Return Receipt Requested

**RE: Formal Bid Protest Submission
Custodial Services Proposal
Bid No. 107-2012**

Dear Ms. Castellon:

I am acknowledging receipt of your bid protest dated November 29, 2012, regarding the above referenced bid. While you failed to provide the Town Manager with evidence of the mailing of your bid protest notice to any person with whom you are in dispute as required in Section 2-252(b)(2) of the Town Code, I will consider your protest as accepted and will give it all due consideration.

I appreciate the detailed analysis which you provided in your bid protest documents. However, it seems to me that your protest documents miss the bigger picture of the Town's intent behind this procurement. The Town's bid documents state that the award is a three year contract, with the potential of two one year extensions. Accordingly, the bids must be evaluated, at a minimum, over a three year time frame. What you may not have considered in the creation of your bid is that the Town would be evaluating the proposals and then awarding a contract to include the cost of various "expected as needed items"; items which could be required as often as once each year. This was anticipated in the bid documents by requiring prospective bidders to respond with unit prices for "as needed items".

I did a comparative analysis of the two bids, and created the attached spreadsheet demonstrating the Town's expected implementation of the contract based on the unit prices contained in the two proposals. My analysis compares all the costs for the three year period, assuming that the "expected items" are only performed once in the three year period. With that assumption, USSI's total cost to the Town is \$78,697 compared to Sparkle Team's total cost of \$79,272, for a savings to the Town of \$575 under the USSI bid. If the "expected as needed items" are undertaken each year (as the Town anticipates) during the three year term, the savings under the USSI bid is \$1,753.

335 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3370
Fax: (561) 881-3358

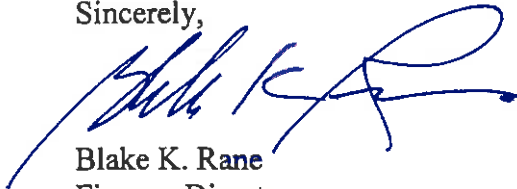
www.lakerparkfl.org

Letter to Ms. M. Arely Castellon
SparkleTeam
RE: Formal Bid Protest Submission
Bid No. 107-2012
December 7, 2012
Page 2 of 2

I have carefully considered your protest, discussed it with Mr. Hunt, and the Town Attorney. It is my opinion that USSI's proposal "is most advantageous, and provides best value" for the Town over the three years. Therefore, I concur with Mr. Hunt and recommend award of the contract to USSI.

Please be advised that you have appeal rights to my decision as outlined in the Lake Park Code of Ordinances Sec. 2-252(c). The code gives you five days to appeal my decision after which a protest committee will be formed and will follow the procedure outlined in the code Sec. 2-252(d).

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake K. Rane", is written over a horizontal line.

Blake K. Rane
Finance Director

cc: Dale S. Sugerman, Ph.D., Town Manager
Tom Baird, Esquire, Town Attorney
David Hunt, Public Works Director

Attachment

Town of Lake Park		Custodial Services Contract		Town Bid No. 107-2012		Analysis		Sparkle Team		USSSI		Difference	
Item Description	Item Number	year 1	year 2	year 3	Total	NOTES	year 1	year 2	year 3	Total			
Indemnification	1	\$ 100.00	\$ -	\$ -	\$ 100.00		\$ 100.00	\$ -	\$ -	\$ 100.00			\$ 100.00
Mobilization & Reg.	2	50.00			50.00		150.00			150.00			150.00
Records Check	2a	300.00			300.00		300.00			300.00			300.00
Town Hall	3A	12,480.00	12,480.00	12,480.00	37,440.00		10,560.00	10,560.00	10,560.00	31,680.00			31,680.00
Initial Cleaning	3a	200.00			200.00		150.00			150.00			150.00
PBSO	3B	3,400.00	3,400.00	3,400.00	10,200.00		3,744.00	3,744.00	3,744.00	11,232.00			11,232.00
Initial Cleaning	3b	500.00			500.00		160.00			160.00			160.00
Public Works	3C	2,640.00	2,640.00	2,640.00	7,920.00		3,456.00	3,456.00	3,456.00	10,368.00			10,368.00
Initial Cleaning	3c	100.00			100.00		60.00			60.00			60.00
Marina	3D	3,900.00	3,900.00	3,900.00	11,700.00		3,264.00	3,264.00	3,264.00	9,792.00			9,792.00
Initial Cleaning	3d	50.00			50.00		40.00			40.00			40.00
Park Restrooms	3E	2,928.00	2,928.00	2,928.00	8,784.00		4,224.00	4,224.00	4,224.00	12,672.00			12,672.00
Initial Cleaning	3e						40.00			40.00			40.00
sub-totals		\$ 26,648.00	\$ 25,348.00	\$ 25,348.00	\$ 77,344.00		\$ 26,248.00	\$ 25,248.00	\$ 25,248.00	\$ 76,744.00			\$ (600.00)
Strip & Refinish paver tiles		Included	Included	Included	\$ -		\$ 102.00	\$ 102.00	\$ 102.00	\$ 306.00			\$ 306.00
Town Hall													
Strip & Refinish small tiles		Included	Included	Included	-		10.80	10.80	10.80	32.40			32.40
Town Hall													
Power Scrub 5 Restrooms		Included	Included	Included	-		48.00	48.00	48.00	144.00			144.00
600 sq ft													
Public Works													
Power Scrub Ceramic Tile		Included	Included	Included	-		44.00	44.00	44.00	132.00			132.00
550 sq ft													
sub-totals		\$ -	\$ -	\$ -	\$ -		\$ 204.80	\$ 204.80	\$ 204.80	\$ 614.40			\$ 614.40
Town Hall													
Carpet Cleaning													
3,385 sq ft		\$ -	\$ 507.75	\$ -	\$ 507.75	<< \$0.15	\$ -	\$ 304.65	\$ -	\$ 304.65			\$ 304.65
Mirror Ballroom													
Strip & Seal Wood Floor			920.00		920.00	<< \$0.40		759.00		759.00			759.00
2,300 sq ft													
Marina													
Strip & Seal Vinyl Tile			500.00		500.00	<< \$0.40		275.00		275.00			275.00
1,250 sq ft		\$ -	\$ 1,927.75	\$ -	\$ 1,927.75		\$ -	\$ 1,338.65	\$ -	\$ 1,338.65			\$ (589.10)
sub-totals		\$ 26,648.00	\$ 27,275.75	\$ 25,348.00	\$ 79,271.75		\$ 26,452.80	\$ 26,791.45	\$ 25,452.80	\$ 78,697.05			\$ (574.70)
Totals													
Difference							\$ (196.20)	\$ (484.30)	\$ 104.80	\$ (574.70)			



October 26, 2012

Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Lemley,

I am pleased to present USSI's proposal for janitorial services at the Town of Lake Park locations under Town Bid No. 107-2012. USSI has been family-owned and -managed through its 100-year history in the building service industry and now services over 25 million square feet daily.

USSI is able to provide:

- Leadership in and implementation of the green cleaning management system, GreenLead.
- Day Porter and day cleaning services.
- Standard evening cleaning services.
- Carpet cleaning service and hard surface floor care is available at competitive prices upon request.
- Pressure washing services.



Thank you very much for this opportunity and we look forward to working with you and the Town of Lake Park at these locations. If you have any questions, please do not hesitate to call me.

Very truly yours,

Skip Spurgeon
Vice President of Florida Divisions
239-470-9613
sspurgeon@ussiclean.com

BID FORM: No. 107-2012

**CUSTODIAL SERVICES TERM CONTRACT
VARIOUS TOWN LOCATIONS
TOWN OF LAKE PARK**

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

In accordance with the plans and specifications noted in this Bid document, the **FIRST, TWELVE MONTH LUMP SUM TOTAL BASE BID** for this project is:

Twenty six thousand, two hundred forty-eight dollars \$ 26,248.00

Required documents attached?	(Yes or No)
- Schedule of Bid Items	<u>Yes</u>
- Acknowledge Addenda # <u>1</u> (if issued)	<u>Yes</u>
- Bid bond (minimum of 5% of total bid (signed)	<u>Yes</u>
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	<u>Yes</u>
- Clarifications/Exceptions	<u>Yes</u>
- List of Subcontractors	<u>Yes</u>
- 'Drug Free Workplace' Cert. (signed)	<u>Yes</u>
- List of References	<u>Yes</u>
- Statement of Capacity to Perform	<u>Yes</u>
- Resumes of Principals, Management, & Supervisory Personnel	<u>Yes</u>
- List of Equipment to be Used In Daily Cleaning Routines	<u>Yes</u>
- Licenses (copies of applicable licenses)	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>
- Proof of Fidelity Bonding Capability	<u>Yes</u>

NAME OF FIRM USS I

ADDRESS 11220 Metro Pkwy #17
Fl. Myers, FL 33966

PHONE# 239-470-9613 FAX# 239-334-1908

AUTHORIZED SIGNATURE Skip Spurgeon

NAME & TITLE (TYPED or PRINTED) Skip Spurgeon, Vice Pres.

POINT OF CONTACT EMAIL ADDRESS: hcasarant@ussiclean.com

DATE: 10-26-12 TAX PAYER ID#: 52-0897024

**CUSTODIAL SERVICES TERM CONTRACT
VARIOUS TOWN LOCATIONS
TOWN OF LAKE PARK BID NO. 107-2012**

SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization and Registration with Town	L.S.	1	\$ <u>150.00</u>
a.	Criminal History Records Check			\$ <u>300.00</u>
3.	Provide labor, supervision, equipment, and supplies, required to professionally clean the listed Town facilities for 12 months:			
A.	Town Hall	L.S.	1	\$ <u>10,560.00</u>
a.	Initial cleaning to bring location into contract compliance	Job	1	\$ <u>150.00</u>
B.	PBSO Substation	L.S.	1	\$ <u>3,744.00</u>
b.	Initial cleaning to bring location into contract compliance	Job	1	\$ <u>160.00</u>
C.	Public Works Department	L.S.	1	\$ <u>3,456.00</u>
c.	Initial cleaning to bring location into contract compliance	Job	1	\$ <u>60.00</u>
D.	Lake Park Harbor Marina	L.S.	1	\$ <u>3,264.00</u>
d.	Initial cleaning to bring location into contract compliance	Job	1	\$ <u>40.00</u>
E.	Lake Shore Park Restrooms	L.S.	1	\$ <u>4,224.00</u>
e.	Initial cleaning to bring location into contract compliance	Job	1	\$ <u>40.00</u>

BASE BID: TOTAL ITEMS 1 THRU 3

\$ 26,248.00

Written Amount \$ Twenty six thousand, two hundred forty-eight dollars

4. UNIT PRICES (On an "As Needed" Basis):

Power Scrub Ceramic Tile

\$.08 per square foot

Strip & Wax Paver Tile

\$.24 per square foot

UNIT PRICES (continued)

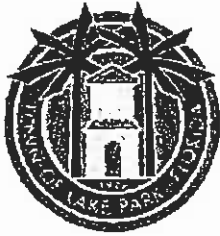
Strip & Seal Wood Flooring	\$ <u>.33</u> per square foot
Strip & Wax Vinyl Tile	\$ <u>.22</u> per square foot
Carpet Extraction	\$ <u>.09</u> per square foot
Window Cleaning (Interior)	\$ <u>8.00</u> (1) large window
	\$ <u>4.00</u> (1) medium window
	\$ <u>2.00</u> (1) small window
Window Cleaning (Exterior)	\$ <u>10.00</u> (1) large window
	\$ <u>5.00</u> (1) medium window
	\$ <u>2.50</u> (1) small window
Hourly Labor Rate, Heavy Cleaning	\$ <u>22.75</u>
Hourly Labor Rate, Porter Service	\$ <u>14.95</u>

Number of days to start work after Notice to Proceed: 21

.....

Submitted By: Skip Spurgeon, Vice President
Name of Firm: USS1
Tel. No. 239-470-9613 Fax No. 239-334-1908
E-mail Address SSpurgeon@ussiclean.com

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID.
CONSIDERATION SHALL BE GIVEN TO UNIT PRICING.



October 26, 2012

**ADDENDUM NO. 1
TOWN OF LAKE PARK
CUSTODIAL SERVICES TERM CONTRACT
BID NO. 107-2012**

**CUSTODIAL SERVICES TERM CONTRACT FOR TOWN HALL, PBSO
DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LAKE
PARK HARBOR MARINA, AND LAKE SHORE PARK BATHROOMS**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the bid document "CUSTODIAL SERVICES TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LAKE PARK HARBOR MARINA, AND LAKE SHORE PARK BATHROOMS" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *CUSTODIAL SERVICES TERM CONTRACT, Town of Lake Park Bid No. 107-2012*

CONTRACT DOCUMENTS:

INSTRUCTIONS TO BIDDERS

AMEND Page 13 as follows: 2. LEGAL REQUIREMENTS, d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE: "...Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, ~~except for the applicable FDLE/FBI fees that shall be paid by the County.~~"

CLARIFICATION: The bidders shall assume that there are charges associated with the Sheriff's Office background checks. For the purposes of this bid, allow \$100 per employee for fingerprinting and background checks. A supervisor and two employees should be cleared for access to the Sheriff's Substation. These three employees shall be issued Town of Lake Park I.D. badges at no charge after receiving background clearances.

On Page 48, SCHEDULE OF BID ITEMS, insert line item 2.a as follows:

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
2.a	Criminal History Records Check	Job	1	\$300.00

This amount should be reflected in the BASE BID: TOTAL ITEMS 1 THRU 3

The following request for clarification was received:

"The bid bond is for 5%. Is that for the first year lump sum cost and the initial clean? Or is it for the three year cost, with or without the initial clean?"

CLARIFICATION: Refer to Page 15, 3. BOND REQUIREMENTS, a. BID BOND- If your bid price to perform the requirements of this solicitation is equal to or exceeds \$25,000, then you are required to submit a surety bond with your bid in an amount equal to five percent (5%) of the bid total.

On Page 48, SCHEDULE OF BID ITEMS, BASE BID: TOTAL ITEMS 1 THRU 3, bidders shall have entered a Total Price. This does include the Initial Cleaning. The Bid Bond shall be calculated at 5% of this figure.

CONTRACT AGREEMENT INFORMATION

CLARIFICATION: of Page 25; At CONTRACT TERMS,

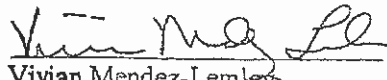
B) Lump sum annual total for the first year of this 36 month contract, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

ADD THE FOLLOWING:


For years two and three of the contract, the one time line items 3.a., 3.b., 3.c., 3.d., and 3.e., on Page 48, SCHEDULE OF BID ITEMS "Initial cleaning to bring location into contract compliance", shall be deleted from the BASE BID amount.

.....
Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
October 22, 2012

Signed By: 
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: 
Print Name: Skip Spurgeon
Title: Vice President
Date: 10-26-12

End of Addendum #1

CLARIFICATIONS/EXCEPTIONS

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

None

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
------------------------	---------------------------	----------------------

- 1) N/A
- 2) USSI will be performing all work under
- 3) this contract with in-house personnel.
- 4) Subcontractors will not be used.
- 5) _____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of USS1, maintains a drug-free workplace program, and that the following conditions are met:

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

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

Skip Spurgeon / 10-26-12
Authorized Signature (Date)

Skip Spurgeon, Vice President of
Name & title (typed) Florida Divisions

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: City of Boca Raton
Address: 201 W. Palmetto Park Rd
Boca Raton, FL 33432

Point of Contact: Wayne Anderson
Phone Number: 561-239-2084
Fax Number: 561-416-3342
E-mail Address: WAnderson@ci.boca-raton.fl.us

REFERENCE #2

Company/Agency Name: City of Coconut Creek
Address: 4800 West Copans Rd
Coconut Creek, FL 33063

Point of Contact: Lou Italice
Phone Number: 954-448-9154
Fax Number: 954-973-6754
E-mail Address: LItalice@coconutcreek.net

REFERENCE #3

Company/Agency Name: City of Dunedin
Address: 750 Milwaukee Ave
Dunedin, FL 34698

Point of Contact: Keith Fogarty
Phone Number: 727-298-3234
Fax Number: 727-298-3078
E-mail Address: KFogarty@dunedinfl.net



Current Projects

United States Service Industries, Inc. (USSI) is pleased to submit for your review and consideration project references in which USSI performs like or similar services as desired by the Town of Lake Park. USSI is extremely confident that your review and discussion with these customers will yield the proof that USSI has the capabilities, experience and resources available to support the Town of Lake Park contract requirements. These references will not only demonstrate that USSI performs at or above a satisfactory level, but in fact USSI consistently exceeds our customers' expectations. ***USSI will deliver a high quality service to the Town of Lake Park.***



Significant insight can be gained through the consideration of references, and, to that end, USSI would like to highlight some additional elements for your consideration:



- USSI is a 100-year-old janitorial company;
- USSI provides janitorial and custodial related services to over 25 million square feet throughout the State of Florida and the Washington, DC Metropolitan area;
- USSI provides these services to over 500 different locations for over 135 different customers, and
- USSI has over 65 customers that have multiple locations.

USSI is a proven commodity in the janitorial and custodial industry

Our portfolio of locations and requirements is as diverse as our customer list. USSI cleans class "A" and "B" office space, universities, elementary and high schools, numerous retail establishments, dining and cafeteria facilities, child and day care facilities, theaters and auditoriums, warehouse and manufacturing facilities, medical office space and laboratories, and educational facilities. ***USSI will bring our understanding, experience and stability to the Town of Lake Park project.***

References

USSI services several locations for each of these customers, and due to the nature of their business, each location has a high transient population much like the Town of Lake Park. USSI is the prime contractor and provides general evening and daytime janitorial services as well as carpet cleaning, pressure cleaning, and special event cleanup for the following:





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

City of Boca Raton

Mr. Wayne Anderson, Facilities Maintenance
561-239-2084 (p) 561-416-3342 (f) WAnderson@ci.boca-raton.fl.us
201 W Palmetto Park Road, Boca Raton, FL 33432
Contract start date: April 18, 2011

Approx. 220,000 total square feet

USSI provides general evening janitorial services to the City of Boca Raton locations.

City of Miami Gardens

Mr. Dan Perez, Facilities Manager Support Services
305-474-1488 (p) 305-474-1489 (f) Daniel.Perez@MGPDFL.org
1020 NW 163rd Drive, Miami Gardens, FL 34698
Contract start date: August 14, 2009

Approx. 66,000 total square feet

USSI provides general evening janitorial services to the City of Miami Gardens government locations.

City of Coconut Creek

Mr. Lou Italice, Facilities Maintenance Supervisor
954-448-9154 (p) 954- 973-6754 (f) Litalico@coconutcreek.net
4800 West Copans Rd, Coconut Creek, FL 33063
Contract start date: July 12, 2010

Over 95,000 total square feet

USSI provides general daytime and evening janitorial services to 30 separate locations for the City of Coconut Creek.

City of Dunedin

Mr. Keith Fogarty, Division Director of Public Services
727-298-3234 (p) 727-298-3078 (f) KFogarty@dunedinfl.net
750 Milwaukee Avenue, Dunedin, FL 34698
Contract start date: November 12, 2008

Approx. 200,000 total square feet

USSI provides general evening janitorial services to the City of Dunedin government locations, including the Police Department.

City of Tampa

Mr. Luis Alcantara, Facilities Contract Manager
813-348-1047 (p) 813-348-1050 (f) Luis.Alcantara@ci.tampa.fl.us
411 North Franklin Street, Tampa, FL 33602
Contract start date: October 1, 2007 (Police Dept HQ), May 1, 2012 (All City Facilities)

Approx. 1,000,000 total square feet

USSI provides general evening janitorial services to the City of Tampa locations.





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Florida Department of Children & Families

Harvey Odom, Regional General Services Manager
(813) 558-5967 (p) (813) 558-5666 (f) Harvey_Odom@dcf.state.fl.us
9393 N. Florida Ave, Tampa, FL 33612

Contract start date: July 1, 2006

Approx 108,000 total square feet

USSI provides general evening and daytime janitorial services to the SunCoast Regional Headquarters building of the Florida Department of Children & Families

Rasmussen College

Ms. Linda Edington, Academic Dean
813-435-3606 (p) 813-948-6600 (F) linda.edington@rasmussen.edu
18600 Fernview Street, Land O' Lakes, FL 34639

Contract start date: April 8, 2011

Approx 26,000 total square feet

USSI provides general evening janitorial services for the Land O' Lakes campus location of Rasmussen College.

Southwest Florida Water Management District

Mr. Allen Loura, Master Trades Worker
800-320-3503 X 6564 (p) 941-373-7660 (f) allen.loura@swfwmd.state.fl.us
6750 Fruitville Road, Sarasota, FL 34240 & 7601 US Highway 301, Tampa, FL 33637

Contract start date: February 1, 2009 (Sarasota) and April 18, 2011 (Tampa)

Approx. 56,000 total square feet

USSI provides evening janitorial services to 2 separate facilities housing offices of the Southwest Florida Water Management District.

Marion County Government

Ms. Diane Gault, Administrative Manager, Facilities
352-671-8743 (p) 352-371-8751 (f) Diane.Gault@marioncountyfl.org
2602 S.E. 8th Street, Ocala, FL 34471

Contract start date: December 1, 1999, December 1, 2006

Over 1,000,000 total square feet

USSI provides general daytime and evening janitorial services to 20 separate facilities housing offices of the Marion County Government.

Orange County Government

Mr. Brad Campbell, Senior Contract Administrator
407-836-6539 (p) 407-836-7477 (f) Bradley.Campbell@ocfl.net
2010 E. Michigan Street, Orlando, FL 32806

Contract start date: January 1, 2009

Over 740,000 total square feet

USSI provides general daytime and evening janitorial services to 33 separate facilities housing offices of the Orange County Sheriff and Fire Rescue Departments.





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Polk County Government

Mr. Arthur Bell, Facilities Supervisor
863-559-5098 (p) 863-534-5542 (f) ArthurBell@polk-county.net
2470 Clower Lane, Bartow, FL 33840
Contract start date: October 2, 2006

Over 1,100,000 total square feet

USSI provides general daytime and evening janitorial services to 68 separate facilities housing offices of the Polk County Government.

Lee Memorial Health System

Ms. Wendy Cole, Property Management Specialist
(239) 424-2302 (p) (239) 772-6494 (f) wcole@leememorial.org
636 Del Prado Blvd, Cape Coral, FL 33990
Contract start date: January 30, 2006

Approx 400,000 total square feet

USSI provides general evening and daytime janitorial services to 19 various medical rehab and outpatient facilities.

Florida Gulf Coast University

Dr. Al Bielen, Facilities Manager
(239) 590-1316 (p) (239) 590-1340 (f) abielen@fgcu.edu
10501 FGCU Blvd S., Fort Myers, FL 33965
Contract start date: July 1, 2003

Approx 1,151,000 total square feet

USSI provides general evening and daytime janitorial services for the 40 buildings that comprise the campus of FGCU.

Lee County Government

Ms. Jayne Elwell, Facilities Supervisor
(239) 533-8819 (p) 239-335-2653 (f) elwelljd@leegov.com
1500 Monroe Street, Fort Myers, FL 33901
Contract start date: May 1, 1995

Over 1,000,000 total square feet

USSI provides general daytime and evening janitorial services to 22 separate facilities housing offices of the Lee County Government including Sheriff Substations.

Hodges University

Mr. David Rice, Vice President of IT & Facilities Management
239-482-0019 (p) 239-938-7891 (f) drice@hodges.edu
4501 Colonial Blvd, Ft. Myers, FL 33966
Contract date: July 15, 2007 – May 5, 2011 and Dec 2011 - Present

Approx 160,000 total square feet

USSI provides general evening and daytime janitorial services for the Fort Myers and Naples campus locations for Hodges University.





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Contractor Summary

United States Service Industries, Inc. (USSI) is pleased to submit for review and consideration our proposal for Custodial Services at the Town of Lake Park Town Hall, PBSO District 10 Substation, Public Works Department, Harbor Marina and Park Restrooms.

Contact: Viviana Bernal
Area Manager, South Florida
239-470-0020

11220 Metro Pkwy
Suite 17
Ft. Myers, FL 33966



Understanding, Experience & Capacity to Perform the Services

USSI has been performing janitorial and custodial related services for 100 years, and we believe that **quality stands the test of time**. Established in 1912 as the United States Window & House Cleaning Company, USSI has matured into a full service janitorial company servicing over 25 million square feet. Many of our existing customers have performance requirements similar to those identified by The Town of Lake Park.

We feel that our ability to manage and plan for performing at your location is directly tied to our organization's experience and capabilities in the janitorial business. To that end, USSI will bring its Basic Beliefs to this project:



USSI believes that we are fully qualified to perform the services outlined within the requirements of the Request for Proposal (RFP) and all associated components of the solicitation package. Our belief is rooted in the knowledge that USSI possesses:

- A comprehensive history and understanding of the janitorial business,
- Unmatched experience, innovation, and performance within the industry,
- Customers having like and similar requirements to those of the Town of Lake Park,





Bid No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

- Time tested and proven management systems for operating contracts,
- A well-trained workforce of over 1,400 employees,
- Competent and proactive project and corporate staff members, and
- An extensive knowledge of fair and reasonable pricing for janitorial services.

USSI is a proven quantity in the janitorial and custodial industry.

Our references will not only demonstrate that USSI performs at or above a satisfactory level, but will prove that USSI consistently exceeds our customers' expectations. Significant insight can be gained through the consideration of our references, and, to that end, we would like to highlight some major advantages that USSI offers.

- USSI provides like and similar janitorial services to that required by the Town of Lake Park to over 500 different locations for over 130 customers, and
- Over half of these USSI customers have multiple locations.

At USSI, 100 years of quality stands the test of time.

USSI will implement time-tested management systems and practices at the Town of Lake Park. Over our 100 years, we have developed innovative and proven methods for accomplishing janitorial services. In developing our methods of performance, USSI has focused on providing consistent, high-quality service, increasing means for tenant, customer and USSI communication, establishing quantitative methods for performing each individual task, and creating a system for overall project accountability. An example of a USSI management system is the use of our telephone time keeping system (Kronos), which provides The Town of Lake Park proven accountability and record-keeping of USSI site employees. Our project-to-corporate structure will be responsive to your requests, and will provide The Town of Lake Park ample feedback and oversight by corporate management.

USSI is continually improving our performance methods to better serve our customers.

USSI feels that our ability to manage and plan for performing at the Town of Lake Park is directly tied to our staff's experience and capabilities in the janitorial business. No other janitorial company can match the competency and knowledge of our management team. The USSI corporate staff has over 96 years of combined experience in the business, and the average for tenure with USSI is over ten years. Our proposed project manager and building/night supervisors have grown within the industry, but more importantly they have grown with USSI. USSI is putting forth a qualified and appropriately-organized team for the Town of Lake Park.

Our management team is ready and eager for the opportunity to support the Town of Lake Park.





Capability Statement

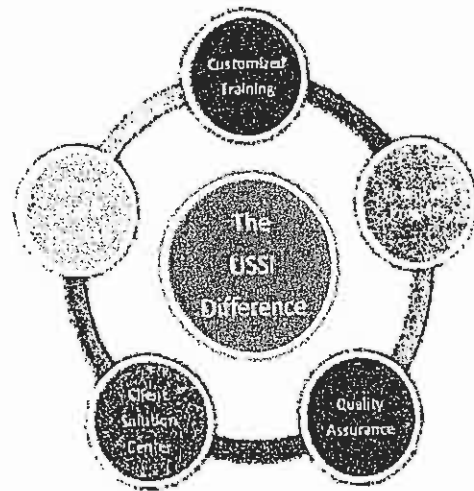
USSI counts numerous government entities and property management companies as customers, including the City of Boca Raton, Lee County, FL, Osceola County, FL, the City of Ocala, Marion County, FL, and Florida Gulf Coast University among others. USSI cleans class "A" and "B" office space, universities, elementary and high schools, numerous retail establishments, dining and cafeteria facilities, child and day care facilities, theaters and auditoriums, warehouse and manufacturing facilities, medical office space and laboratories, and educational facilities. **USSI will bring our understanding, experience and stability to the Town of Lake Park project.**

	Florida	Washington, DC	Virginia	Maryland
Total Sq. Feet	14,032,431	6,784,268	1,289,457	2,989,247
# of Customers	62	22	4	12
# of Locations	127	39	6	21

Why USSI?

What differentiates USSI from other cleaning service providers? As the leading provider of cleaning services in the region, our commitment to superior customer service goes beyond cleaning buildings. We offer several value-added services which enhance the overall customer experience, including:

- LEED certification assistance, through our GreenLead Program
- Client Solution Center
- Emergency flood response
- Post construction cleanup
- Porter services
- Carpet cleaning program



USSI provides a unique cleaning process called GreenLead which delivers an exceptionally effective blend of people, products, and process to the Town of Lake Park. USSI's GreenLead Program is a comprehensive cleaning system that employs in-depth training based on standardized tools and procedures. The process is workloaded to teams and each worker is trained and certified on specialized tasks. Workers are 'kitted' with specific tools and chemicals for each job function, which have been benchmarked as the best practice by the GreenLead users. This simplification of the cleaning process results in a safer, healthier and easier working environment. Some highlights of this program include:





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PEOPLE

The most important part of our program is the worker. USSI treats its workers as 1st class citizens. How? Each cleaner is classroom trained for 8-12 hours at boot camp. Boot camp is an instructor-lead training class that teaches the philosophy, methods, and tools of a successful cleaning program. The training starts with a review of the seven-point philosophy of cleaning that our process is based on:

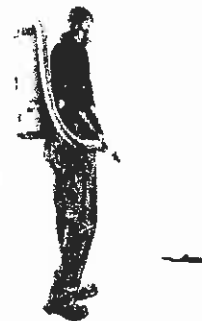


- ◆ Clean for health first, then appearance;
- ◆ Treat cleaning workers as 1st class citizens;
- ◆ Simplify, simplify;
- ◆ Utilize the clean syndrome;
- ◆ Go Beyond Compliance on safety regulations;
- ◆ Minimize environmental harm;
- ◆ Exceed expectations.

The remainder of training provides the cleaners with hands-on education and experience with the new ergonomic tools and safer chemicals. During the training the instructor will show the cleaners the improved cleaning methods that form the GreenLead process and, most importantly, training in safety and MSDS compliance. Upon successful completion of the boot camp, the cleaners are awarded a certificate of achievement to recognize their participation.

PRODUCTS

Cutting edge technology for cleaning? USSI teaches "One Best Way." As such, there is only one best way to clean, with the best tools. USSI cleaners are equipped with micro-fiber mops (no more string mops), surgical huck towels (no more excess waste from using paper towels for cleaning), double-sided buckets (for mopping with a clean solution— all the time), and chemicals that are Green Seal® certified.



PROCESSES

GreenLead encompasses several sub-processes (or modules) which must be integrated to deliver a positive result. In GreenLead there is the:

- ◆ Hiring Process
- ◆ Building Profile Process
- ◆ Training (boot camp) Process
- ◆ Installation Process
- ◆ Sustain and Manage Process



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PERFORMANCE

It is the combination of people, products, and process that delivers optimal performance. All of these importance pieces are combined together under GreenLead and USSI management. As a result, USSI's performance is demonstrated in a cleaner, healthier environment for the employees and visitors of the Town of Lake Park.

History of USSI

Charles Herschel wanted to achieve the American dream. With no knowledge of English, Charles came to the United States to escape the turmoil and upheaval of Germany. Luckily, he had relatives in New Jersey willing to provide for his basic needs and to help him find work. Eventually, Charles made window cleaning his profession.



But the American dream still eluded him. So he decided to try another approach—he moved to Washington, DC with his new wife Bertha to start his own business. In 1912, he founded the United States Window Cleaning Company.



In 1941, Charles's daughter married a young man named Harry Epstein. Eager to work with his new father-in-law, Harry bought into the window cleaning company and eventually became Charles's successor. Soon after, he began a period of expansion, leading the company to the new frontiers of sandblasting and steam cleaning. The result was a small but growing cleaning firm in Washington.

Then in 1967 Harry's son Michael took over the company and instilled a new vision. Michael transformed the company into a full-service janitorial firm, focusing on customer service and satisfaction. Following Michael David Epstein as USSI's president and CEO was Jim Matthews, who led USSI through a period of unprecedented growth. Jim's tenure as CEO culminated in his serving as president of the industry's premier trade association, the Building Service Contractors Association International (BSCAI).

In 1998 Tim Ruben was promoted to president and CEO of USSI. Tim's first act was to formalize his vision for the company into the set of USSI's Basic Beliefs, the foundation for everything that USSI represents. He then began to re-engineer USSI to become more market-driven and better serve the needs of its customers.

USSI is a 100-year-old janitorial services company.





Date of Establishment

Over the years there have been numerous changes to the legal formation of the company. In its present legal status the corporation was established in December of 1988. To better understand the development of USSI, the following is a chronological history for your review.

1912	Company founded by Charles Herschel as a sole proprietorship and is named the United States Window & House Cleaning Company, (USWHC).
1950	USWHC is renamed United States Window, House & Building Company, (USWHBC) and is incorporated in the State of Delaware.
1951	A new entity is established: United States Building Maintenance Company, (USBMC).
1973	A new entity is established: United States Service Industries, Inc. – Florida (USSI, Florida)
1976	USBMC is renamed United States Maintenance Company (USMC).
1988	All entities (USWHBC, USMC & USSI, Florida) are merged together to form the present United States Service Industries, Inc. (USSI)

USSI is a Bethesda, MD-headquartered company with over 100 years of janitorial and custodial related experience. The company operates in two geographical regions, the state of Florida and the Washington/Baltimore metropolitan area. At present, USSI is providing services to over 11 million square feet of space throughout the state of Florida. Many of our existing customers have performance requirements similar to those identified by the Town of Lake Park.

Our understanding of the janitorial business yields many unique advantages to the Town of Lake Park, including a capable and proactive staff. The USSI project and corporate management teams have a combined experience of over 80 years in the janitorial business. All of the knowledge, hard-work and capabilities of these individuals will be brought to bear on the Town of Lake Park project. USSI is a stable company. Our stability is proven by the longevity of the past performance references which we have included in this proposal. In the past 100 years we have pioneered the use of new products, and implemented new management and cleaning methods to better meet the needs of our customers.

USSI is a proven quantity in the janitorial and custodial industry.





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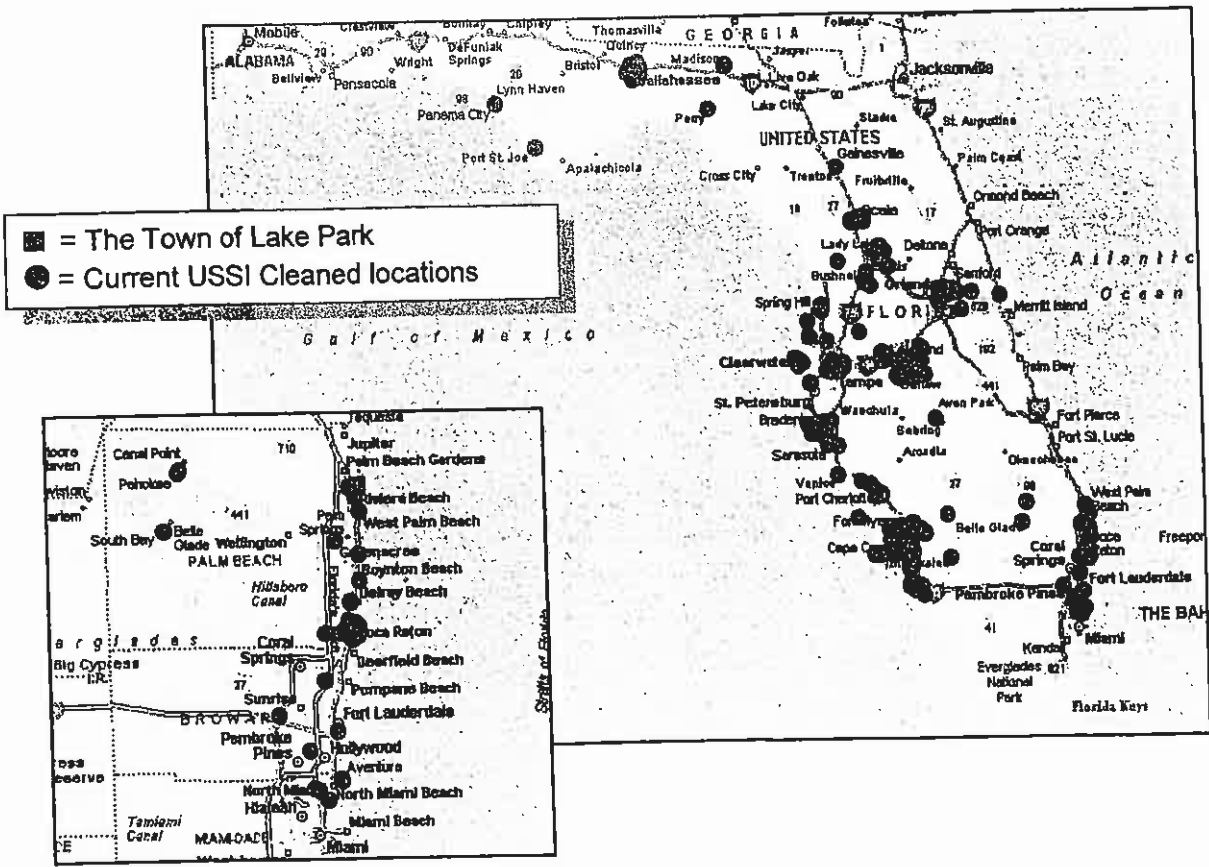
In formulating our price, USSI has considered many factors. Specifically, USSI has developed a pricing strategy, which takes into consideration the Town of Lake Park requirements included in the RFP's Scope of Services and our understanding and experience. Our intent is to provide a fair and reasonable price, which is comparable to existing market conditions. USSI considers The Town of Lake Park premium facilities and our pricing reflects that assertion.

A USSI price is a best value.

Local Office

In addition to our headquarters, USSI maintains 6 office locations in Florida to provide exceptional service to our customers:

- Fort Myers – 11220 Metro Pkwy, Suite 17, Ft. Myers, FL 33966
- Winter Haven – 4304 Thomas Wood Lane East, Winter Haven, FL 33880
- Coral Springs – 12351 NW 35th Street, Coral Springs, FL 33065
- Orlando – 11150 Satellite Blvd, Orlando, FL 32837
- Lady Lake – 845 Teague Trail, Suite 2, Lady Lake, FL 32159
- Tallahassee – 325 John Knox Rd, Suite M-201, Tallahassee, FL 32303





Personnel

USSI currently employs over 1,400 people throughout the two geographical regions we service; the state of Florida and the Washington/Baltimore metropolitan area. We will draw the labor force for your building from the best-qualified employees in the company. Our employees are well trained in every aspect of their jobs. Our administrative staff in Maryland provides the administrative support for our employees in the field. They handle the purchasing of supplies and equipment from our preferred vendors, resolve pay inquiries, operate the help desk, schedule floor maintenance and keep track of customer accounts.

USSI Project Management Team

Lourdes Gallo

Proposed Project Manager
561-275-9802 (Cell)
239-334-1908 (Fax)
11220 Metro Parkway
Suite 17
Ft. Myers, FL 33966
lgallo@ussiclean.com

Viviana Bernal

Area Manager of South Florida
239-470-0020 (Cell)
239-334-1908 (Fax)
11220 Metro Parkway
Suite 17
Ft. Myers, FL 33966
vbernal@ussiclean.com

Skip Spurgeon

Vice President of Florida Divisions
239-470-9613 (Cell)
239-334-1908 (Fax)
11220 Metro Parkway
Suite 17
Ft. Myers, FL 33966
sspurgeon@ussiclean.com

Heather Casavant

Marketing Manager
239-872-2212 (Cell)
239-334-1908 (Fax)
11220 Metro Pkwy
Suite 17
Ft. Myers, FL 33966
hcasavant@ussiclean.com

For the Town of Lake Park, USSI will establish a protocol wherein the project manager and the appropriate day lead and building/night supervisors would be contacted to relay the issue or concern. USSI will provide the Town of Lake Park management staff with a telephone/contact list so they will be able to contact the appropriate USSI staff member, as necessary.

Project Management

The Project Manager handles day to day management under the contract and is the primary point of contact for all issues. Ms. Gallo will be responsible for the supervision and the continuity in all scheduling concerning your facilities. The Project Manager will make extensive use of a flashlight to inspect underneath equipment and around counters and legs. She will make regular written inspection reports and advise the



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USSI cleaning supervisors of his observations. Ms. Gallo will meet with the Town of Lake Park site managers regularly to ensure proper communication.

DUTIES:

- Meets daily with the USSI staff.
- Responsible for the scheduling and completion of all daily cleaning tasks.
- Responsible for the smooth and orderly running of the project, including strict adherence to cleaning specifications, employee selection, and ordering of materials, supplies and equipment.
- Responsible for resolving complaints and handling emergency situations.
- Manages the USSI cleaners in the completion of housekeeping functions.
- Ensures that USSI employees comply with all project regulations, security requirements, badge controls, uniforms, etc.
- Responsible for updating the Material Safety Data Sheets and ensuring USSI personnel are conscientious in their use of materials and supplies.
- Assumes ultimate responsibility for all USSI employees on-site, the control of materials and equipment, and inventory maintenance of all paper products.
- Responsible for project inspections and quality control.
- Oversees the receiving, documentation, security and proper inventory of all materials, equipment and paper products.

Project Manager Authority

Ms. Gallo has been given the appropriate latitude to make decisions in the interest of the Town of Lake Park. USSI fully recognizes that to service our customer's needs and requirements, the project manager must be empowered and must be a stakeholder. As USSI has done on existing contracts, we will provide Ms. Gallo with the full authority to act on behalf of USSI. Ms. Gallo and Ms. Bernal have hire-fire authority, purchasing authorization, inspection and reporting responsibilities, and overall point of contact duties with the Town of Lake Park.

Project Accountability

Ms. Bernal and the project management staff will be using our automated telephone timekeeping system, Kronos. This accurate and reliable method of timekeeping will be vital to maintaining a successful project. The automation not only reduces the chance for error, but makes the process more efficient. Employees only need to learn one system.

Timekeeping Process from a user perspective:

Shift Start

1. Employee arrives at job site to begin shift
2. Employee dials local phone number - connects to automated timekeeping system





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3. Employee enters unique PIN number (employee is now logged in)
4. Employee ends call
5. Employee performs duties

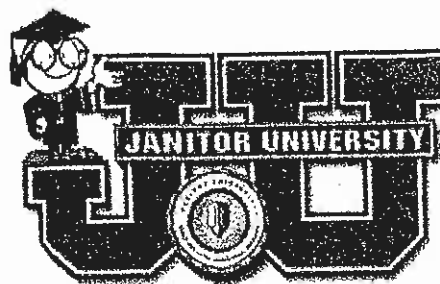
Shift End

1. Employee dials local phone number - connects to automated timekeeping system
2. Employee enters unique PIN number (employee is now logged out)
3. Employee ends call
4. Employee goes home
5. Kronos System generates time keeping reports.

USSI uses an intranet to strengthen the communication between branches of the company. Furthermore, USSI's home office uses the IBM AS/400 to ensure no lost accounting data. Technology gives USSI the ability to provide the The Town of Lake Park with customized management reports, flexibility, and speed.

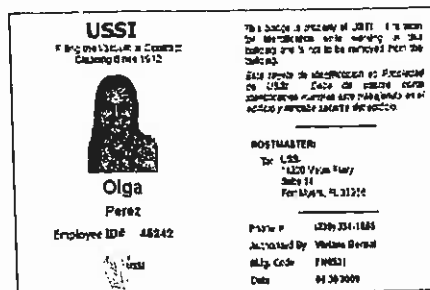
Certification

Ms. Bernal is a graduate of Janitor University, an extensive training program which teaches janitorial service professionals the complete (OS1) Operating System as well as the duties and responsibilities of each cleaning specialist involved in our Team Cleaning approach. Ms. Bernal has also completed the (OS1) Coach Course and Expert Trainer Course. Certificates can be found on the following pages of this section.



Security

To a thief, whether it is a top-secret government organization or a small business, an educational institution is a potential gold mine. Bad intentions could potentially lead to very serious repercussions. USSI requires security badges so that you can report to us regarding individual behavior, and we can stringently monitor our own employees.



At USSI's center of operations several levels of security are used to ensure that sensitive information is kept protected. Our security badges, pictured above, are unique because they are created using a digital camera. Each photograph is kept on-file for the term of employment. As well as being cost-effective, the process allows clear identification of employees.





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Uniforms

The appearance of the front-line employees reflects directly upon the Town of Lake Park. Therefore it is vital to portray the proper image at every location. At your discretion, we recommend the below uniform standards be used.

Cleaning Crew

Supervisors



Background Checks

USSI subscribes to the Social Security Administration's Social Security Number Verification Service (SSNVS) which allows us instant verification that the social security number provided to us by a potential employee matches SSA records. If a "No-Match" notification is received, USSI does not hire the individual.



In addition to Social Security Number Verification, USSI participates in the Department of Homeland Security's E-Verify program, which is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States.

Once these verification measures prove accurate, USSI then conducts a nationwide 7-year felony and misdemeanor search to get detailed records including state police arrest records, suspended sentences, dismissals, probation, and incarceration records.

Key Control Policy & Procedures

Because USSI understands the importance of safety and security in each location we service, we've developed a policy to ensure proper distribution and handling of all keys for the locations we service. Access to locked facilities and areas required for the performance of an employee's assigned tasks will be provided through the issuance of an appropriate key required for entry into the authorized area or areas.





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Keys to buildings, offices, and other facilities will only be issued to a USSI employee upon proper clearance through all necessary background checks. Any person who knowingly makes, duplicates, possesses or uses access controlled keys for entry to any area without appropriate authorization will be subject to disciplinary action by USSI and may be criminally prosecuted under the laws of the State of Florida.

Persons to whom key(s) are issued must sign the key request form when they pick up their key(s) acknowledging receipt of the key(s) and agreeing to assume full responsibility for the security and proper use of keys issued to them. Upon receiving a key(s) the key recipient also agrees that they:

- will not lend or otherwise permit key(s) to be used by any other person,
- will not duplicate or alter the key(s) and will not allow others to do so,
- will report the loss or theft of key(s) immediately to supervisor or project manager,
- will return issued key(s) that are no longer needed to the supervisor,
- will return issued key(s) to supervisor upon termination of employment and obtain a clearance form from USSI indicating all keys have been returned;
- will hand deliver key(s) being returned and will not send keys through the U.S. or campus mail;
- will use keys issued to gain access only to the assigned work area to conduct USSI business; and,
- will ensure the door(s) to an assigned work area are properly locked or otherwise secured per the USSI Door Dot System when leaving the area or at the conclusion of work.

Absentee Coverage

USSI believes in treating its employees with respect and providing proper training. The result is a happier, well informed cleaner capable of moving up and assisting others. This promotes a healthy work atmosphere, increased production and sincere OWNERSHIP in each task completed. As such, we've found that cleaners want to come to work because they enjoy their jobs, resulting in a very low rate of absenteeism.

However, we realize that the unexpected can sometimes occur, so we make every attempt to provide coverage for absent employees. If feasible, an employee from an account in close proximity is given the opportunity to work extra hours by filling in for the absent employee. In other cases, existing employees at the building will work additional hours to ensure the cleaning standards are maintained at the location.

Project Team Success

Since January 2005, USSI has expanded its presence in the state of Florida by 8 million square feet of cleanable space. We feel that this growth along with our high rate of customer retention is a testament to the successful teamwork of our employees. No





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other janitorial company can match the competency and knowledge of our management team. The USSI team members assigned to the Town of Lake Park project have worked together an average of 2 years and understand the unique needs of each contract and the importance of working together to provide superior customer service.

The following pages outline the janitorial service industry experience of Ms. Lourdes Gallo and Ms. Viviana Bernal. We've also included the resume of Mr. Skip Spurgeon, the Vice President of Florida Divisions. Mr. Spurgeon presently oversees USSI's entire portfolio in the state of Florida and has over 40 years of various management and operational experience. This is important to the Town of Lake Park in that the USSI project management staff will have immediate access to corporate decision makers. ***And these decision makers understand the janitorial business.***





LOURDES GALLO

Proposed Project Manager

Summary of Experience

Ms. Gallo has been an employee of USSI for 1 year and her experience in the janitorial business is comprehensive. She understands the means and processes of cleaning a facility, the necessity to work and lead staff members, the need to coordinate efforts with the customer and the requirement to produce consistent, quality service.

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC. Jan 2012 - Present
Project Manager – Palm Beach County Health Department Account

- Manages and supervises all supervisors as well as oversees day and night cleaning personnel.
- Conducts nightly operational quality assurance inspections and documents results.
- Reviews and coordinates cleaners' daily work schedules.
- Provides training to cleaners on proper procedures, including use of equipment, chemicals and tools.
- Supervise and direct cleaning work of night personnel.
- Determine need for supplies, equipment, tools and other materials and make requests as necessary.
- Perform payroll procedures.
- Meet with property management daily to discuss any requests or projects.
- Coordinate supervisors' and cleaners' work schedules.
- Assess all floor care needs.
- Train supervisors and cleaners on proper procedures, including use of equipment, chemicals and tools.
- Conduct nightly quality assurance inspections.





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VIVIANA BERNAL

Area Manager, Southwest Florida

Summary of Experience

United States Service Industries, Inc. (USSI) is pleased to submit for your review and consideration Ms. Viviana Bernal as the Area Manager for the Southwest Florida Division. Ms. Bernal has been an employee of USSI for over 7 years and has risen from the initial position of night staff supervisor to area manager. Ms. Bernal's experience in the janitorial business is comprehensive in that she fully understands the means and processes of cleaning a facility, the necessity to work and lead staff members, the need to coordinate efforts with the customer, and the requirement to produce consistent, quality service. Ms. Bernal presently has the full authority to act on behalf of USSI on her projects. She has hire-fire authority, purchasing authorization, inspection and reporting responsibilities and overall point of contact duties with her customers.

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC.

Nov 2005 - Present

Area Manager of Southwest Florida

- Reports directly to the Vice President of Florida Operations who in turn identifies project assignments, based upon particular needs of the Southwest Florida and Orlando Metropolitan Area.
- Provides additional management and supervision to project managers, building supervisors as well as oversight to cleaning personnel.
- Reviews the operational needs pertaining to supplies, equipment, tools and other materials and makes requests as necessary.
- Meets with customers' management staff and tenants to review performance and determine if added resources are required.

UNITED STATES SERVICE INDUSTRIES, INC.

March 2005 – Nov 2005

Special Projects Manager – Various Orlando Area Accounts

- Managed and supervised all building supervisors as well as oversaw day and night cleaning personnel.
- Provided overall management to determining needs for supplies, equipment, tools and other materials and makes requests as necessary.
- On a daily basis met with property management staff to review performance and determined resource requirements for any added requests or projects.
- Conducted nightly quality assurance inspections and documents results to customer.
- Reviewed and coordinated supervisors' and cleaners' daily work schedules.





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VIVIANA BERNAL (Continued)

- Provided training to supervisors and cleaners on proper procedures, including use of equipment, chemicals, and tools.

UNITED STATES SERVICE INDUSTRIES, INC.
Operations Manager

June 2004 – Feb 2005

- Managed and supervised 7 corporate account locations with over 32 night and day cleaning personnel.
- Maintained daily contact with tenant and property management staffs.

UNITED STATES SERVICE INDUSTRIES, INC.
Building Supervisor

Jan 2004 – May 2004

IBM

1998 - 2002

Call Center Manager

- Implemented , directed and managed the best Call Center for IBM in South America
- Developed measurements. Developed training and motivation programs
- Implemented strategies to improve customer service

ALCUADRADO
Call Center Manager

1997-1998

BOCHICA
Human Resources Manager

1997

- Duties included hiring employees, payroll process, coordinate scheduling, training and quality control

FLORES DEL LAGO
Human Resources and Purchasing manager

1995-1996

- Duties included hiring employees, payroll process, establishing purchasing procedures.



ELDRED (SKIP) SPURGEON
Vice President of Florida Divisions

Summary of Experience

Mr. Skip Spurgeon has over 40 years of problem solving, decision making, team building, and increased responsibility. Over the past 16 years, USSI has benefited from Mr. Spurgeon's extensive hands-on experience of administering, planning and managing operations in the following functional areas: customer service, program/project management, personnel administration, budgeting/resource management, procurement, process improvement, facilities management, management information systems, quality assurance, staff development and training.

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC. 2003 - Present
Vice President of Florida Divisions

- Administer overall organizational priorities, implemented plans, and managed all areas of organizational development, measurably improving institutional productivity.
- Plan, coordinate, and direct the efforts of 5 departments with more than 500 personnel.
- Provide oversight for all fiscal matters, including budgetary planning, contractual authority and implementation of fiscal policies for accounts totaling over \$10M.
- Enhanced organizational effectiveness and performance by reengineering internal functions to meet challenging yet realistic goals.
- Develop job descriptions that accurately described responsibilities and are consistent with specific levels of compensation.
- Develop personnel requirements, schedules, scope, content and travel plans, resulting in 100% of the inspections completed on-time, within budget and to the satisfaction of senior management.
- Coordinate technical and professional courses that provided for employees' professional development and benefit the organization's short and long range goals.

UNITED STATES SERVICE INDUSTRIES, INC. 1996 - 2003
Area Manager of Southwest Florida Division

- Responsible for marketing, operations and P&L within Southwest region of Florida.
- Maintained a compound growth rate of 25% annually within this region.
- Eliminated negative operations, restored client confidence and regained market respectability, which led to increased revenues.





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SKIP SPURGEON (Continued)

- Managed and supervised all building supervisors as well as oversight of day and night cleaning personnel.
- Conducted operational quality assurance inspections and documented results.
- Reviewed and coordinated cleaners' daily work schedules.
- Provided training to cleaners on proper procedures, including use of equipment, chemicals and tools.

S.J. Bass & Company
Owner
Home Builder and Developer

1985-1995

Spurgeon Drywall
Owner
Drywall Contractor

1967-1985



LIST OF EQUIPMENT TO BE USED IN DAILY CLEANING ROUTINES

Please refer to the following pages
of this section for detailed equipment
information.



Chemicals

USSI uses Green Seal Certified cleaning chemicals from Diversey Chemical Corporation. Diversey provides a convenient premeasured detergent system that's the simplest and most labor effective detergent system on the market.



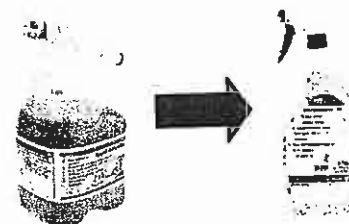
These chemicals are highly concentrated detergents and floor finish in recyclable closed-loop designed bottles to prevent exposure to concentrate and protect our cleaning specialists. Diversey's purpose:

PROTECT
We will Protect Lives by producing superior products that make food, drink and facilities safer and more hygienic.
PRESERVE
We will Preserve the Earth for future generations by continually reducing the environmental impact of our products and our operations.
TRANSFORM
We will Transform our Industry by creating more sustainable enterprises that contribute to the well being of our communities.

Their non-tamper dilution control also prevents chemical waste. Our specialists are trained to match the appropriate water levels of traditional buckets, tanks and spray bottles with pre-measured amounts of concentrate; they simply fill the containers to the regular level with water and add the appropriate amount of chemical with the push of a handle.

There are no water or electrical hook-ups. There is no need for personnel to waste costly time returning to machines to refill buckets or spray bottles. Just ultimate simplicity.

This process saves more labor dollars than any other system can even hope to equal. The concentrated chemicals and bottles are also a prime example of packing source reduction that reduces your disposal costs. The Diversey system:



- Reduces transportation fuel demand
- Reduces packaging materials & waste
- Reduces storage requirements
- Exact dosing reduces chemical use & wastage, protects users

Equipment

In business for over 100 years, USSI has an intense understanding of the equipment needs pertaining to any janitorial project. In fact, USSI has been an innovator in the janitorial equipment arena. For this project, USSI will be purchasing equipment that is normal and usual to any janitorial contract, and any other equipment anticipated within the RFP. USSI will purchase and/or lease equipment necessary to complete the work per Baxter Healthcare's specifications.





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ProTeam® Super Coach Backpack Vacuum
Model # 100653.
The Super Coach Vac offers the most power pound
for pound of any vacuum on the market.



Unger® Ergo Dust Pan w/Broom
Item #: UG-EDPBR
Designed to make it easy to spot clean and remove debris from floors without
bending or touching debris. Never spills contents.

Brute® 44 Gallon Container
Product # 2641
Heavy duty plastic construction resists denting,
bending and cracking.



BRUTE® Caddy Bag
Item # 2642

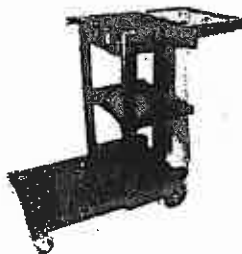
Unger® Ergo Toilet Bowl Brush w/Holder
Product #- BBWHR



Unger® Mop Kits
Includes: SmartColor TelePole 250 - Item # EZ25G
SmartColor Mop Holder – Item # SM40G
SmartColor Press – Item # SPREG



Unger® SmartMop MicroMop7.0
MicroFiber replacement mop head, attaches securely to
SmartColor MopHolder with 3 hole flaps.
Use wet or dry, aggressive cleaning
edges clean with less water, less effort.



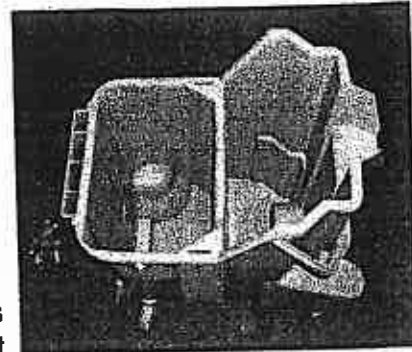
Rubbermaid Commercial Janitor Cart
With 25-Gallon Vinyl Bag, Three Shelves
Item # RCP617388BK





USSI Mop System

The Unger SmartColor Bucket 30L sets the standard for cleaning efficiency and hygiene. Its many distinctive design features enhance worker productivity, reduce injuries and increase cleaning performance. Many hours are spent traveling back and forth to custodial closets to fill and empty single compartment buckets. This adds up to lost time and reduced productivity

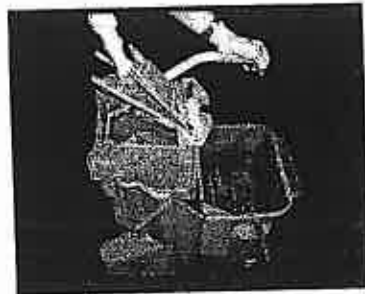


**The Dual Bucket
Compartment System**

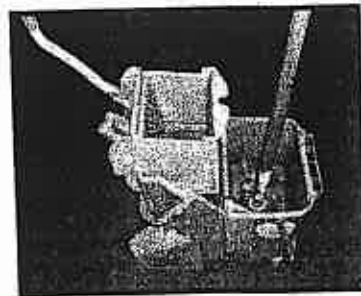


The Unger SmartColor Bucket is a Dual Bucket System that separates clean and dirty water with an 8 gallon total capacity. The seamless dual bucket design offers a water separation system that reduces cross

contamination and improves cleaning. The soiled water is directed into the high-profile rear compartment when you use the side press wringer. The front compartment keeps the cleaning solution free of grit and soil. The dual buckets reduce time spent refilling and cleaning conventional buckets.



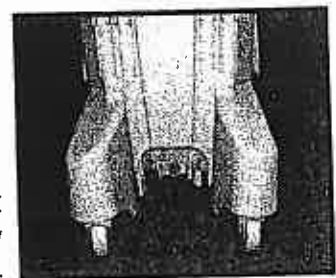
STEP 1



STEP 2

In Step 1 the cleaner wrings and rinses the soiled mop in the rear compartment of the bucket to release dirt. In Step 2 the mop is immersed in the front compartment for fresh cleaning solution.

The Unger SmartColor Bucket has a rear-mounted dump spout for quick water change and a quick release drain spout for easy empty when a floor drain is available. Also includes an easy-to-read fill guide for accurate chemical dilution.





BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

The ergonomic design of the Unger SmartColor Bucket keeps the cleaning worker in mind. Ergonomics is the applied science of equipment design intended to maximize productivity by reducing operator fatigue and discomfort. The Unger SmartColor Bucket has an expanded wheel base and a lower center of gravity to avoid tipping and to ease transportation.

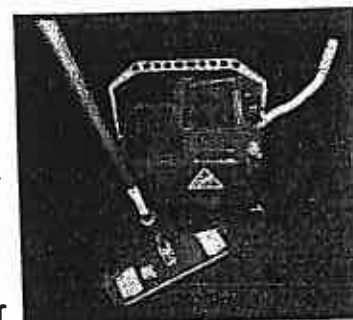
- Side press has spring-loaded handle to wring mops with less effort
- Rear-mounted pour spout and locking lower drain spout allow options for worker safety



**Easy-to-Read
Fill Guide**

The Unger bucket is crafted of the strongest material and components available. The seamless construction is built to endure commercial use and the rigors of repetitive cleaning applications.

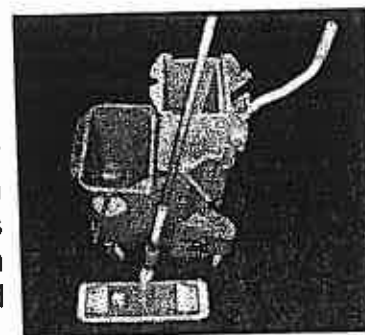
- Low center of gravity for greater stability when transporting
- Injection-molded polypropylene deters bacteria growth and resists institutional chemicals



**Color-Coded
Restroom Mop System**

Distinct color-coded tools, buckets and mops make it easy for cleaning workers to separate tools into their correct areas of use.

USSI uses a comprehensive flat mop system which makes a significant difference in your facility's health and your floors' appearance. Studies demonstrate that flat mop systems, especially when used with microfiber mop heads, optimize efficiency, enhance floor safety and provide savings in labor and material. The Unger flatmop system is 70% lighter than traditional mops, which increases productivity and enhances maneuverability. Overall, proper use of the system results in reduced potential for injuries, less time out, and decreased worker compensation claims.

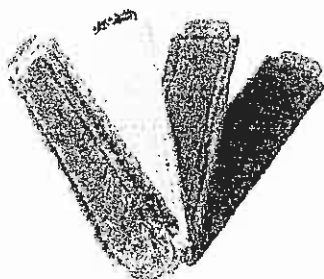


- The Unger MopHolder is designed to accommodate a range of industry standard handles and telescopic poles up to 23mm in diameter
- The Unger MicroFiber Flat Mop System reduces bacteria by 96% compared to traditional mops



BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

- Adjustable locking collar adds additional stability for handle to holder connection
- Eliminate "ring around the building" by keeping dirt from the baseboards



The MicroFiber replacement mop head attaches securely to SmartColor Mop Holder with 3-hole flaps. It can be used wet or dry and aggressively cleans edges with less water, less streaking, less effort. Its heavy duty 15mm pile effectively cleans tile floors and grout lines. They reduce bacteria by up to 96% and absorb up to 6 times their own weight for liquid pickup and retention and easy rinse. Long lasting and durable they are able to be machine washed and dried 500 times.

The MicroFiber mop head now accepts a range of standard mop handles up to 23mm diameter. With a pivoting, low profile head, they are very easy to maneuver and reduce bending and reaching. They have a large 16" surface which provides more direct cleaning contact and more scrubbing pressure. Easily collapses with the touch of a button to rinse or change mop head.

Microfiber Towels

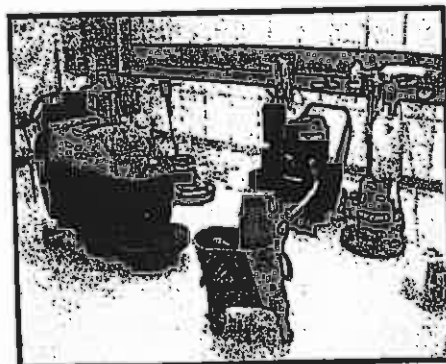
USSI uses microfiber towels in an effort to reduce the flood of paper towels into the waste stream. Each towel can be washed up to 500 times and contains no artificial fibers, dyes or chemicals. Each microfiber is finer than a human hair and is sliced 16 times, resulting in millions of microscopic hooks in each cloth to capture dirt, dust and even six times their weight in water.



Floor Equipment

USSI currently owns approximately 25 extractor vehicles and they are stored at various accounts throughout our areas of service, depending on the size of the facility and their needs.

As mentioned earlier in this section, USSI will purchase and/or lease any additional equipment necessary to complete the work per the Specifications. Capital items requiring additional approval and funding will be presented, justified and approved by Baxter Healthcare prior to purchase.





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Equipment List

Item No.	Description of Equipment / Quantity	Manufacturer	Model Number	Age of Equipment
1	Super Coach Backpack Vac	ProTeam	100653	New
2	Dust Pan w/Broom	Unger	UG-EDPBR	New
3	44 Gallon Container	Brute	2641	New
4	Caddy Bag	Brute	2642	New
5	Toilet Bowl Brush w/Holder	Unger	BBWHR	New
6	Mop Kits	Unger	EZ25G/SM40G/SPREG	New
7	Brooms	Duo Sweep	3686700	New
8	Janitorial Carts	Unger		New
9	Carpet Extractors	Windsor	Various	2-5
10	Floor Buffer	Windsor	Lightning 2000	2-5
11	High/Low Speed Floor Machines	Betco	FiberPRO 20	1-5
12	Wet Floor Signs	Rubbermaid	FG611277YEL	New
13	Key Box	MMF Industries	201903003	New
14	MSDS Boxes	Various		New
15	Chemical Control Cabinet	Rubbermaid	374901OLVSS	New
16	Microfiber Towels	ProForce Commercial Products		New
17	Blue Huck Towels	Galaxy	BHT12	New
18	Blood Cleanup Kits			New
19	First Aid Kits	North Safety Products	North 019702-0002L	New
20	Carpet/Floor Blower	Air Foxx	AM3450a	New
21	Pressure Washer	North Star	3000 PSI, 2.5 GPM	New



State of Florida

Department of State

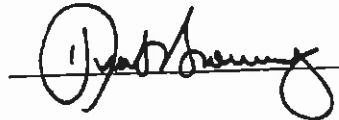
I certify from the records of this office that UNITED STATES SERVICE INDUSTRIES, INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on February 3, 1992.

The document number of this corporation is P37332.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 16, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of January, 2012



Secretary of State



Authentication ID: 900218488189-011712-P37332

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
 VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

Receipt #: 325-250222
 CLEANING/JANITORIAL

DBA: UNITED STATES SERVICE INDUSTRIES
 Business Name: INC
 Business Type: Business Opened: 09/07/2012

Owner Name: MARIA MILLAN
 Business Location: 12351 NW 35 ST
 CORAL SPRINGS
 State/County/Cert/Reg: Exemption Code:

Business Phone: 561 914-6542
 Rooms Seats Employees Machines Professionals

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Number of Machines:	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 UNITED STATES SERVICE
 INDUSTRIES INC
 12351 NW 35 ST
 CORAL SPRINGS, FL 33065

Receipt # 035-11-00007394
 Paid 09/07/2012 150.00

2012 - 2013



BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Insurance

The following page is a copy of USSI's Certificate of Insurance reflecting the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are also several specialized coverages that are included for our mutual protection:

- Care, Custody and Control Coverage
- Extended Property Damage
- Lost Key Coverage
- Third Party Fidelity Bonding

Bonding

Box E of the following page outlines USSI's Blanket Fidelity Bond, per the Town of Lake Park requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2012

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

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

PRODUCER Commercial Lines - (202) 783-5810 Wells Fargo Insurance Services USA, Inc. 1401 H Street, NW, Suite 750 Washington, DC 20005	CONTACT NAME: PHONE (A/C No., Ext.): E-MAIL ADDRESS:	FAX (A/C, No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Traveler's Property & Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co of America	25666	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: Traveler's Property & Casualty Co of America	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: Federal Insurance Company	20281	INSURER F:
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INSURER D: Phoenix Insurance Company	25623														
INSURER E: Federal Insurance Company	20281														
INSURER F:															
INSURED United States Service Industries 4330 East-West Highway Suite 200 Bethesda MD 20814	CERTIFICATE NUMBER: 4303816 REVISION NUMBER: See below														

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			630-7048B505-TIA-12	04/15/2012	04/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJ	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			810-9555B559-TIL-12	04/15/2012	04/15/2013	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-7048B505-TIL-12	04/15/2012	04/15/2013	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N-UB-8172B04-1-12	04/15/2012	04/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Fidelity Bond			8211-6264	04/15/2012	04/15/2013	Employee Theft - \$1,000,000 Client Coverage - \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an additional insured with respect to general liability, as required by written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE USSI

11220 Metro Parkway, Suite #14, Ft. Myers, FL 33912

as Principal, hereinafter called the Principal, and RLI Insurance Company

9025 N. Lindbergh Drive, Peoria, IL 61615

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Lake Park

535 Park Avenue, Lake Park, FL 33403

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

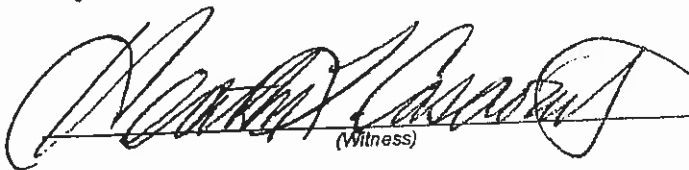
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. 107-2012 Custodial Services Term Contract Various Town
Locations, Lake Park, FL

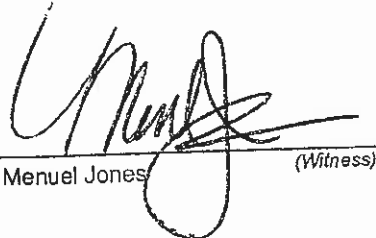
NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of October, 2012


(Witness)

USSI (Principal) (Seal)

By: Shirley Swartz, VP (Title)


Manuel Jones (Witness)

RLI Insurance Company (Surety) (Seal)

By: Christine Hession (Title)
Attorney-in-Fact Christine Hession



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Erin M. Margelis, Manuel Jones, Myrna L. Smith, Elvia E. Foil, Jeffrey Tyler, Christine Hession, jointly or severally.

in the City of Washington, State of District of Columbia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of June, 2012.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 4th day of June, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of October, 2012

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President





Cleaning Approach

United States Service Industries, Inc. (USSI) is pleased to submit for your review and consideration our management plan to perform the janitorial services contract at the Town of Lake Park locations. We feel that our ability to manage and plan for performing at this location is directly tied to our organization's experience and capabilities in the janitorial business.

GreenLead Program

USSI's GreenLead Program is a high-performance green cleaning system designed to protect human health and the environment. The GreenLead Program encompasses tools, training, products and processes focused on promoting sustainable cleaning practices that reduce toxicity, waste, and exposure to both building occupants and custodial staff.



The GreenLead Program specifically addresses the following key custodial areas that have a direct impact on human health and environment:

- Promoting the use of sustainable cleaning products and equipment
- Establishing standard operating procedures (SOPs) for typical cleaning and maintenance tasks focused on sustainable cleaning practices
- Conducting an audit program to monitor effective implementation of the policy and encouraging continuous improvement
- Outlining specific guidelines regarding chemical handling, equipment maintenance, communication protocols, documenting and tracking key metrics that demonstrate impact of the custodial operations on the environment
- Training custodial employees, with an emphasis on safe handling and storage of cleaning chemicals and hand hygiene, as well as hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.



The core principles underlying the policy include reduced or no use of potentially harmful cleaning chemicals, removal or elimination of dirt, dust and other contaminants, protection and preservation of surfaces during cleaning and proactive strategies to reduce contaminant infiltration at source.

USSI's GreenLead Program has achieved Green Seal certification after being evaluated by Green Seal to comply with the rigorous environmental and performance requirements of the



BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

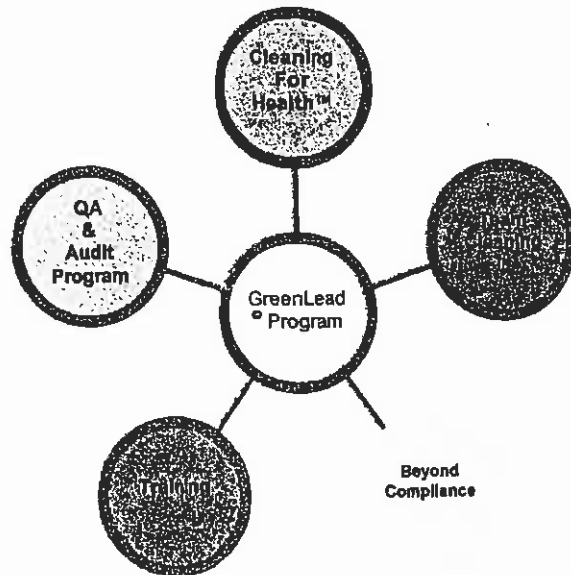
Green Seal Environmental Standard for Cleaning Services (GS-42, 2006). Green Seal is an independent, non-profit organization that provides science-based environmental certification standards for hundreds of products and services.

USSI's GreenLead Program is a simplified cleaning process, providing our employees with the most efficient and effective training, tools and procedures and integrating multiple industry standards into the cleaning process. This integrated approach ensures consistent results by focusing on the health of the building and safety of tenants and our employees. The result is a powerful process that revolutionizes the way cleaning is done.

Process

Process is the cornerstone of the GreenLead implementation at USSI. The process encompasses best practices from the cleaning industry, which have evolved over a period of over 20 years, and presents a synchronized offering which truly integrates the various components of the cleaning system.

Through a combination of ergonomic tools, color-coded chemicals and equipment, rigorous training and simplified task scheduling using job cards, GreenLead, at USSI, improves efficiency, ensures consistent cleaning and delivers the desired results.



Performance

The GreenLead methodology at USSI incorporates the philosophy of cleaning by benchmarking several industry best practices and deploying these processes in daily cleaning operations. Some of the features of the GreenLead cleaning approach are described below:

Cleaning for Health™

The American Lung Foundation has identified "Sick Building Syndrome" as a situation in which occupants of large buildings experience acute health and discomfort effects that appear to be linked to time spent in a building, but no specific illness or cause can be

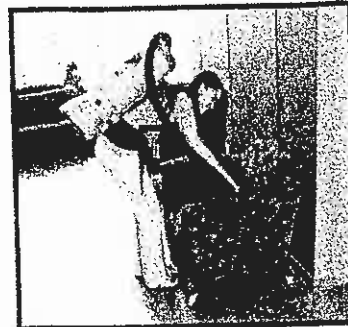




BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

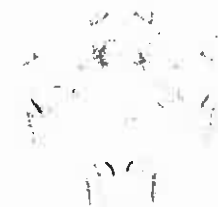
identified. This can be caused by microbial proliferation in the building through a variety of sources including carpet, upholstery, touch-points, dust and fomites.

USSI is committed to healthy buildings and satisfied occupants. In achieving this objective, USSI improves indoor air quality by using the right equipment, such as high-filtration backpack vacuums and micro-fiber cloths. Backpack vacuums have been proven to be more effective than a commercial upright vacuum in removing soil and dust particles. Benefits of this approach to cleaning are reflected in reduced absenteeism, improved productivity and better indoor air quality.



Team Cleaning™

Team Cleaning™ is a systematic approach to building cleaning that can be used to service any size or type of facility. It uses specialists who are trained to perform specific cleaning tasks on a preset schedule within a given area. The system allows for vastly improved consistency and quality of cleaning through a process-centric approach to cleaning.



At USSI, our employees are trained to be specialists through specific training programs and use of ergonomic equipment. The four specialists are:



UTILITY SPECIALIST

LIGHT DUTY SPECIALIST



Depending on building complexity, these specialists are deployed with specific tasks using job cards, leading to consistent cleaning and quality control. Some of the benefits of Team Cleaning™ include improved indoor environmental quality, efficient supervision, quality control, increased worker morale, reduced energy consumption, and greater levels of safety and security for employees and customers.

We are a team of people that works together to create a functioning organization. Every cleaning specialist, supervisor, manager, and executive is a key player who contributes to our operation to ensure exceptional customer service.

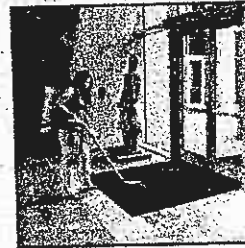
On the following page you will find detailed information on each specialist, including key functions and productivity metrics.





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VACUUM SPECIALIST	
<p>KEY FUNCTIONS</p> <ul style="list-style-type: none"> Check the trash in each office Vacuum all traffic areas Spot vacuum all other areas Vacuum crumbs, ashes, other spills on furniture Reposition all furniture correctly Turn out lights upon completion of a room Secure area as required 	<p>PRODUCTIVITY METRICS</p> <p>Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Vacuum Specialist, with tools and chemicals, as specified in the cleaning process, can clean 10,000 Square feet per hour. (Refer ISSA publication "447 Cleaning Times")</p>



UTILITY SPECIALIST	
<p>KEY FUNCTIONS</p> <ul style="list-style-type: none"> Police stairs and vacuum stairwells Clean glass Polish brass Pick up trash on specified floors Spot carpet Clean 1st impression areas Clean high visibility carpet Haul trash to dumpster 	<p>PRODUCTIVITY METRICS</p> <p>Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), one trained Utility Specialist, with tools and chemicals, as specified in the cleaning process, is required for approximately 25,000 square feet of typical office space. (Refer ISSA publication "447 Cleaning Times")</p>



LIGHT DUTY SPECIALIST	
<p>KEY FUNCTIONS</p> <ul style="list-style-type: none"> Empty trash, recycling bins and reinstall liners Clean telephones, chalktrays and ashtrays Dust all appropriate horizontal and vertical surfaces - High to low Pick up paper clips, paper and pencils from floor Spot clean surfaces - door, push plates and glass Spot clean wall and fixture marks and dirt 	<p>PRODUCTIVITY METRICS</p> <p>Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Light Duty Specialist, with tools and chemicals, as specified in the cleaning process, can clean 10,000 Square feet per hour. (Refer ISSA publication "447 Cleaning Times")</p>



RESTROOM SPECIALIST	
<p>KEY FUNCTIONS</p> <ul style="list-style-type: none"> Refill toilet tissue Refill all other dispensers Empty restroom trash Clean and disinfect all fixtures, mirrors and drinking fountains Spot clean and disinfect partitions and doors Turn out the lights 	<p>PRODUCTIVITY METRICS</p> <p>Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Restroom Specialist with tools and chemicals, as specified in the cleaning process, can clean and disinfect 1 restroom fixture in 3 minutes. (Refer ISSA publication "447 Cleaning Times")</p>





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Process

Process is the cornerstone of the cleaning system implementation at USSI. Job cards, which are derived from individual project profiles, are a critical element of the approach incorporated in our process. The following information is displayed on all job cards:

- Building name
- Position title and number
- Shift start and end times
- Areas to be cleaned
- Scheduled tasks completed in specified area
- Time required to clean an area
- Daily tasks
- Monthly & Weekly tasks
- Project tasks

Below you will find an example of a job card that would be completed for the Town of Lake Park. Each person on this project will be assigned their own individual job card which clearly outlines the specific tasks they are responsible for each day. Each Job card is color coded depending on the cleaning specialist using the job card.

More importantly, Lake Park representatives will be given a copy of these job cards so that they know the schedule of each day porter and the specific time each day a particular task will be completed. This will also be beneficial in locating a cleaner or porter for special requests or emergencies.

RESTROOM Specialist 1		MONDAY	
LOCATION Town of Lake Park Town Hall			
Floor/Room	Estimated Time	Schedule	Notes
1	5 Min	6:00 - 6:05 PM	CLOCK IN, GET DISTRIBUTION TRAY, KEYS AND ORGANIZE RESTROOM CART
1	20 Min	6:05 - 6:25 PM	DETAIL LADIES RESTROOM 1 (SOUTH ENTRANCE)
1	20 Min	6:25 - 6:45 PM	DETAIL MENS RESTROOM 1 (SOUTH ENTRANCE)
2	15 Min	6:45 - 7 PM	DETAIL UNISEX HANDICAP RESTROOM
2	20 Min	7 - 7:20 PM	DETAIL LADIES RESTROOM 2
2	20 Min	7:20 - 7:35 PM	DETAIL MENS RESTROOM 2

UTILITY			
LOCATION			
Floor/Room	Estimated Time	Schedule	Notes

VACUUM			
LOCATION			
Floor/Room	Estimated Time	Schedule	Notes

LIGHT DUTY			
LOCATION			
Floor/Room	Estimated Time	Schedule	Notes





Green Process

As a leading provider of cleaning services in the area, USSI prides itself on growth through innovation. Our expertise in "green" practices is derived from several years of experience in implementing environmentally sustainable cleaning practices. USSI is among the first building service contractors to use Green Seal certified chemicals in daily cleaning operations. In addition to using Green Seal certified chemicals, our cleaning process encompasses the use of several tools and techniques that are geared towards the health and safety of tenants.



Green cleaning is defined as a process that allows the reduction in the overall impacts on human health and the environment, and one that takes a holistic view of a facility, its mission and the activities that take place within that facility. Simply replacing traditional cleaning products and equipment with environmentally preferable products does not, by itself, constitute green cleaning. Cleaning operations are an integral subsystem of the overall sustainability efforts at a facility, that require coordinated interaction of people, processes and products to ensure the success of green cleaning.

The underlying core principles of USSI's GS-42 Certified GreenLead Program include:

- Reduced or no use of potentially harmful and irritating chemicals
- Removal or elimination of dirt, dust and other contaminants (as opposed to simply dusting)
- Protection and preservation of surfaces during cleaning, especially hard floors and carpets
- Proactive strategies to reduce contaminant infiltration at the source (e.g. walk off mats)
- Identify likely occupants affected by cleaning practices and propose methods to minimize impact on those groups; adjustment of cleaning procedures, frequencies, timing, product choices
- Commitment to people, education and communications.

USSI's goal is to create a clean, healthy, safe and productive indoor environment for the occupants of the building and our custodial workers through our GreenLead Program. We contribute greatly to this goal by using products which minimize the introduction of pollutants to this environment and by embracing procedures which tend to extract the greatest quantity of existing pollutants. There are many benefits to be gained from the



green process. Benefits such as increased tenant satisfaction, enhanced appearance levels, less risk of damage to surfaces in the building, and reduced absenteeism rates and higher productivity levels.

Green cleaning can also:

- **Reduce health effects** to building occupants and janitorial staff, such as skin, eye, and respiratory irritation or burns; allergies; multiple-chemical sensitivity; headaches; nausea or other gastrointestinal ailments; poisoning; cancer; reproductive hazards; and damage to liver, kidneys, and other internal organs.
- **Increase safety** by reducing the likelihood and frequency of fires, explosions, spills, and splashes.
- **Reduce environmental impacts**, including regional and global environmental issues such as air pollution, water pollution, raw materials resource use, bioaccumulation of chemicals in plants and animals, ozone depletion, and global climate change. Green cleaning also reduces the amount and toxicity of products and chemicals requiring disposal.
- **Reduce costs** to building management, tenants, and/or the janitorial company associated with sick leave, health care, productivity loss, and litigation.
- **Increase occupant and worker satisfaction**, including improved morale, productivity and efficiency, quality of life, and sense of well-being. This can result from decreased health effects and decreased annoyances such as malodor.

Green Seal Products

USSI purchases our Green Seal Certified Toilet Tissue, Hand Towels and Hand Soap from AmSan. The Certification details for these products are as follows:

Certified Tissue (Renown):

This recycled product contains 100% recovered paper fiber and a minimum of 20% post consumer materials by fiber weight, and meets Green Seal's environmental standards for bleaching, deinking, and packaging. It contains no added pigments, inks, dyes, or fragrances and has not been bleached using chlorine or any of its derivatives.

Certified Towels (Renown):

This recycled product contains 100% recovered paper fiber and a minimum of 40% post consumer materials by fiber weight, and meets Green Seal's environmental standards for bleaching, deinking, and packaging. It contains no added pigments, inks, dyes, or fragrances and has not been bleached using chlorine or any of its derivatives.



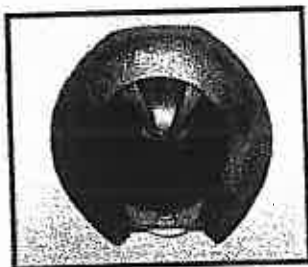


Certified Hand Soap (Gojo):

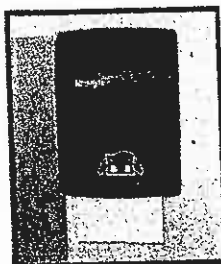
This product meets the Green Seal environmental standard for institutional hand cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.

The below images are examples of the dispensers for each of the proposed products.

Toilet Tissue



Hand Towels



Hand Soap



Green Procedures

Specifications have been developed specifically for the GreenLead Program to insure that housekeeping activities are really geared towards "Cleaning for Health" and are extracting the maximum amount of pollutants from the environment.

Product Supplier Knowledge

USSI has teamed up with vendors such as PortionPac Chemical Corporation and National Chemical Laboratories, who understand the importance of maintaining the Green Seal Environmental Standards and provide us with the high performance, innovative products that are the cornerstone of our Green Housekeeping Program. They also help ensure that our employees are properly trained to successfully execute the system we have chosen.

Communications

In order for our efforts to have the highest level of success, all impacted parties need to understand that maintaining a healthy indoor environment is a matter of shared responsibility. For example, if the building occupants continue to leave food and drink residue scattered about, then more pest control chemicals may be introduced into their environment and harsher cleaning chemicals may be needed. Likewise, if the ventilation system does not have efficient filtration, more dust and mold spores will continue to be spread throughout the building.





Continuous Improvement

Our housekeeping program needs to be viewed as a significant part of the total building maintenance plan, not as a separate activity. While we try our hardest to make the indoor environment perfect, we can always make it better. USSI continues to search for ways to improve, including soliciting feedback and suggestions from the building's occupants.

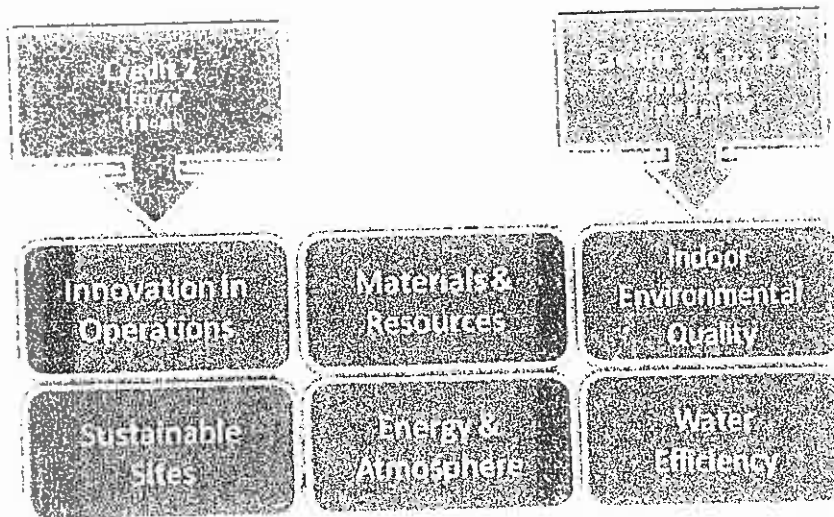
Environmental Awareness

In addition to our GreenLead Program, USSI tries to set standards for internal environmental awareness. Wherever possible, we equip our operation field personnel with hand-held or other portable electronic devices to help eliminate unnecessary paper use.

USSI & LEED Certification

We understand the complexity and the documentation requirements for the LEED certification process, as we continue to work with our clients, as their partner in the process. Since our cleaning process is already geared toward being environmentally sustainable. As an active supporter of the US Green Building Council's (USGBC) initiatives, USSI is well positioned to provide you with the support and documentation required to ensure the success of your LEED project.

In our role as a cleaning contractor, we can impact the following point and credits (Based on EBOM Reference Guide, August 2008):





As an added benefit to clients seeking LEED certification, we assign a LEED Accredited Professional (LEED AP) to the specific project. LEED APs are accredited by the Green Building Certification Institute (GBCI) and have a thorough understanding of green building practices, principles and the LEED Green Building Rating System. This helps in facilitating a streamlined implementation of specific project requirements and helps our clients to effectively implement sustainability initiatives at their facilities.

By actively partnering with our vendors and suppliers, we can implement a green program in your facility, without significant cost overruns. Our understanding of the LEED certification process enables us to add value to your efforts.

Through a synchronized process of combining innovative industry best practices and by providing the right training, tools and chemicals to employees, the cleaning process at USSI delivers consistent cleaning and satisfied tenants.



**Green Seal,™ Inc. Proudly Presents Certification to
United States Service Industries (USSI)**

Green Seal™, Inc. certifies that the following program complies with the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42, 2006), and is licensed to use the Green Seal Certification Mark

GreenLead Program

Certified the 24th day of August, 2000
Recertified the 1st day of July 2011

Mark T. Petruzzi, Vice President of Certification





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Quality Control

In the past 100 years, we've learned that providing consistent, high quality janitorial service is a process of several key components: hiring, training, supervision, inspections and communication. Our quality control program utilizes a defined structure, clear responsibilities, a formal schedule, appropriate analytical procedures, strong documentation requirements and required corrective action plans, if necessary.

We believe the start of quality control begins with hiring the proper people to perform the job, treating them with respect, and providing them with the best possible training. The result is a happier, well informed cleaner capable of moving up and assisting others. This promotes a healthy work atmosphere, increased production and sincere OWNERSHIP in each task completed.

Staff Recruiting & Retention

USSI is a successful company due in part to our excellent on-the-job-site employees. And, USSI cares about their welfare. Through experience, USSI has learned that careful screening and training of employees is essential to our overall success. The following describes some of USSI's efforts for staff recruitment and retention.



With respect to staff recruitment, USSI carefully interviews and screens possible candidates based on ability, character, and reputation. For staffing vacancy at the Town of Lake Park, USSI will recruit from three sources:

1. current employees at the facility after an in-depth interview and input from Town of Lake Park personnel,
2. current USSI employees at other locations,
3. referrals by current employees.

USSI screens new employees by researching work history and performing background checks. Furthermore, at least two USSI personnel are involved in the hiring of every new employee. If all USSI personnel involved in the hiring process agree that the candidate would be a good fit and the background checks go well then the person is hired.

All employees are informed of USSI's strong position against discrimination and sexual harassment. After training and passing a test, every worker is required to sign a statement indicating compliance with the company policy. Each employee is provided



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training about what constitutes discrimination and sexual harassment as well as the proper course of action if the employee observes or is subjected to discrimination or sexual harassment.

As for retention, USSI evaluates the performance of staff members on each project. Operational managers and project supervisors consistently meet with senior corporate management to discuss employee performance, therein identifying those persons warranting recognition and/or promotion. This process also identifies individuals who may need additional training or constructive feedback. USSI communicates with our employees that excellent performance will lead to advancement in position responsibility and salary. USSI provides employees with competitive salaries and a comprehensive benefits package. Our program to retain employees also includes an employee recognition program, a project recognition program, and a bonus program.

Training

Employee training forms the core of our process at USSI. A combination of continuing on-the-job training and formalized class-room style approach helps USSI's employees upgrade their skills on a regular basis. USSI's training facilities provides both hands-on and audio-visual training in crafting USSI's specialist cleaners.



Bi-lingual training ensures that the various components of our process are presented in a simplified manner. Mandatory "boot camps" for employees are conducted on a regular basis to enable cleaning workers as well as managers to be well-prepared to implement and maintain our process in the facility. USSI's centralized training facility has developed a comprehensive training schedule which covers specific training modules, depending on the functional specialist. Some of the topics covered in the training include:

- Floor care and carpet care
- OSHA compliance and employee safety
- Restroom care
- Equipment handling and proper maintenance
- Job cards
- The door-dot system
- Specialist training
- Chemical usage

By offering certification programs and continued learning, the training facility ensures that the various components of our process are simplified allowing USSI's employees to be highly trained as specialists and be highly productive.



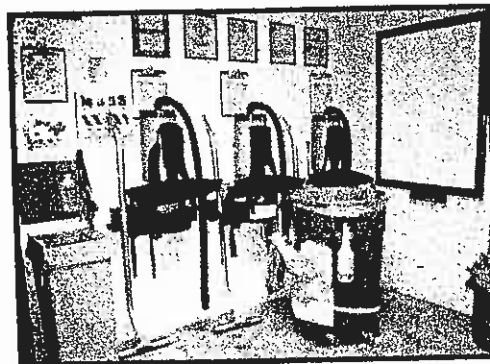
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USSI also provides each employee with the initial and recurrent training needed to safely and competently perform the work required. USSI maintains as a part of each employee's employment record a training record for that employee. These training records show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended and a transcript of the training records can be provided to Town of Lake Park upon request.

In addition to the specialized training that each employee receives, USSI also provides training in the following areas as soon as practical after employment or when new procedures, methods, equipment or chemicals have been introduced.

- General orientation, areas of USSI's responsibility
- Introduction to USSI's assignment areas
- Chemical usage and safety precautions to include the Material Safety Data Sheets (MSDS)
- Tools and equipment, operations and general safety
- General procedures, security, ID badges, keys, customer assistance
- Common mistakes
- Floor care and maintenance
- Safety issues, compliance with OSHA ACT of 1970
- Blood-borne pathogen safety program
- Customer's recycling program
- Emergency procedures

The intent of our program's training module is for our employees to be able to demonstrate their skills therein enhancing their ability for promotion. In other words, we utilize this forum as part of our commitment and review process as well as a Train-the-Trainer program. The end result is a happier, well-informed cleaner capable of moving up and assisting others. The benefits promote a healthy work atmosphere, increased production and sincere OWNERSHIP in each task completed. Formats used in delivering this information include:



- Video
- Live demonstration
- Site specific, on the job
- Written and verbal



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All methods of training are interactive to promote participation, and greater understanding with the overall intent of increasing employee retention. The basis for this promotes an environment of RESPECT and SUPPORT for each other. This in turn, translates again to a satisfied employee willing to go the extra mile.

Supervision & Inspection

One of the key features of the GreenLead program at USSI is maintenance of supervisory and management reports. This ensures proper care of tools, equipment and material. All our cleaning workers are trained in the maintenance of tools and equipment during the training boot-camp.



In addition, our process incorporates several controls, measures and a reporting system to ensure scheduled maintenance is performed on a regular basis. The following reports are maintained and updated on a daily basis, to ensure custodial efficiency:

- **Change Audit Scouting Report:** Monitor changes to job cards
- **Solution & Filter use log:** Report on daily chemical usage
- **Team Checklist:** To ensure the right equipment is being used by the relevant specialist
- **Equipment inventory record**
- **Check-in, Check-out log**

THE QA & Audit Program: Benchmarking Best Practices

Ours is a results-based process. Many cleaning operations do not have the capability to track data. USSI's process of gathering and tracking tangible data, hands-on training and accurate workloading transforms cleaning operations into precision machines.

The USSI audit program is designed to ensure continued compliance with the stringent processes of the cleaning approach at USSI, as well as enable continuous process improvements by benchmarking against the highest industry standards. There are two major components of the audit, namely:

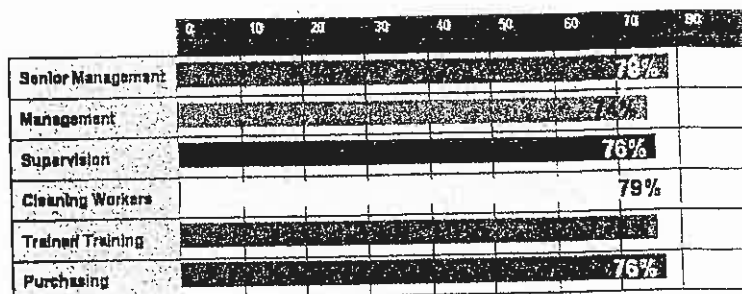
1. The Baseline Audit
2. The Progress Audit

The **Baseline Audit** contains approximately 130 key factors that are predictors of success in a cleaning operation. This audit identifies key elements of the cleaning



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process which can be used as a basis to improve cleaning efficiencies. USSI has already conducted a baseline audit of its cleaning operations, which has helped identify the major areas of growth.



The color code assigned to each category will correspond with each item on which evaluation is made.

The **Progress Audit** (illustrated above) follows the baseline audit and is conducted at regular intervals. The audit contains the same criteria of the Baseline Audit and focuses on maintaining the high standards that are established in installing the GreenLead process. Through a thorough inspection of the various logs and checks, such as solutions and filter logs and job cards, which are a part of the GreenLead process, the audit program ensures strict adherence to maintaining the highest cleaning standards in the facility.

In achieving this end result, USSI utilizes the state-of-the art software and technology to ensure accurate reporting and timely resolution of any cleaning-related issues. Results from these audits are benchmarked against the highest standards in the cleaning industry. Our process of evaluation not only helps maintain high cleaning standards but also helps in continuing process improvements and increasing cleaning efficiencies.

Results

The resulting output from our process is monitored through stringent audits that are conducted periodically. Monthly benchmarking audits are conducted based on multiple quality measurement points to continue high cleaning standards. Results from these audits are benchmarked against the highest standards in the cleaning industry. This process of evaluation not only helps maintain high cleaning standards but also helps in continuing process improvements and increasing cleaning efficiencies. Some of the key benefits of the GreenLead cleaning approach at USSI are listed below:

- Consistency in cleaning
- Higher quality of cleaning
- Improved indoor environment quality
- Efficient supervision
- Better quality control
- Enhanced safety and security of employees and tenants
- Reduced energy consumption



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Job #:
Inspection date:
Inspector:

Inspection Form

Rating
S= Satisfactory
U= Unsatisfactory

Entrance & Lobby	
Glass: Clean, no streaks	
Walls: Clean, no spots	
Floors: Clean, polished, no build up, no spots	
Mats: No spots, clean, vacuumed	
Directory sign: Clean, no streaks, no dust	
Furniture: No dust	
Lobby ledges	
Thresholds: Clean and polished	
Doors: Brass cleaned and polished	

Other	
Supply room	
Uniforms	
ID badges	
MSDS book	
First aid kit	
Caution signs	
Key controls	

Elevators	
Doors: Buttons shiny (inside/out)	
Floors: Clean, polished, no build up, no spots	
Tracks: Clean and polished	
Walls: Clean, no spots	

Exterior of building	
Ashtrays	
Flower pots & gardens	
Parking lots/garage	
Sitting areas and benches	
Pathways / walkways	

Other	Floor / Suite #'s					
	Water fountains: No mineral incrustation					
Stairs/landings/steps: Clean, polished, no build up, no spots						
Handrails: No dirt/dust						
Fire extinguishers: Free of dust						
Water coolers: No mineral incrustation						
Stairs and landings: Clean, polished, no build up, no spots						
Handrails: No dirt/dust						
Fire extinguishers: Free of dust						
	Floor / Suite #					

Tenant Space	Floor / Suite #					
	Carpet: Clean, no spots, vacuumed					
Floors: Clean, polished, no build up or spots						
Trash cans: Empty, lined/tied bags						
Doors: Clean frames and kick plates						
Kitchen floors: Mopped, no scuffs/streaks						
Counters: Wiped						
Baseboards: No dust, no marks						
Desks/ partitions: No dust						
Vents/ceilings/lights: No dust						
Furniture: No lint or trash						
Pictures/file cabinets: No dust						





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Glass: Clean, no streaks
Conference room table: Clean, polished
Blinds: Clean, no dust

Restrooms	Floor / Suite #								
Vents/ceilings/lights: No dust									
Walls/doors: No dust, no spots									
Floors: Clean, polished, no build up, spots									
Mirrors: Polished, no build up, no streaks									
Sinks: Clean, no build up									
Commodos: Clean, spotless									
Brightwork: Faucets, trash dispensers clean, no prints, shiny, no build up									
Supplies: Soap, tissue, towels, sanitary napkins fully stocked									



Job #:
Inspection Date:
Inspector:

Inspection Comment Sheet

Note #	Comments

In summary, our approach to quality assurance and control at the Town of Lake Park will be driven by our extensive experience providing janitorial services to education institutions, along with incorporating the performance standards included in the Town of Lake Park bid package. Ultimately, the Town of Lake Park will enjoy multiple levels of quality assurance, including:

- frequent inspections by the Project Manager, Ms. Lourdes Gallo,
- surprise visits by your account manager, and
- regular reviews by senior management.



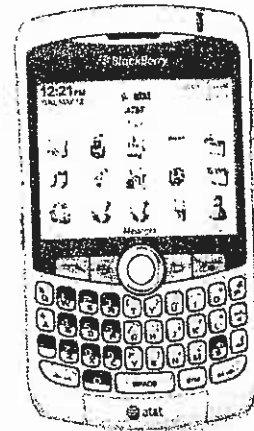


Communications

USSI believes that good communication is the heart of any relationship. As such, Town of the Lake Park representatives will have 24/7 access via cell phone to the Project Manager, Ms. Lourdes Gallo, as well Ms. Viviana Bernal, Area Manager and Mr. Skip Spurgeon, Vice President of Florida Divisions.

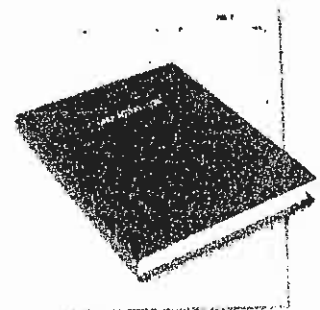
Lourdes Gallo, Project Manager	(561) 275-9802
Viviana Bernal, Area Manager	(239) 470-0020
Heather Casavant, Marketing Manager	(239) 872-2212
Skip Spurgeon, Vice President of Florida Divisions	(239) 470-9613

USSI is on the cutting edge of technology so each of the team members listed above carries a Blackberry or other Smartphone handheld device so that they can be in constant contact with our customers both by telephone and email. This is just one more way we strive to provide our customers with the highest level of service possible.



Effective flow of communication between facility management, custodial staff and building occupants will facilitate ongoing improvements, resolve recurring complaints and result in a safer work environment. In addition to the protocols outlined out this proposal, the following guidelines must be used to ensure effective communication:

- The Project Manager and Supervisors will actively seek the suggestions of custodial employees regarding workplace issues and service improvement. At least once a month, these suggestions from custodial employees will be recorded by the Project Manager and presented to the Town of Lake Park.
- Results of the audit program and tenant surveys will be shared with custodial employees and feedback sought to improve the service levels.
- A communications log will be maintained in each location's check-in area which highlights the following, at the end of every shift:
 - Unfinished tasks, if any and follow-up required to complete the specified tasks, specifying the task and the person responsible for the task.
 - Presence of any pests, leaks or other similar issues that must be communicated to facility management.

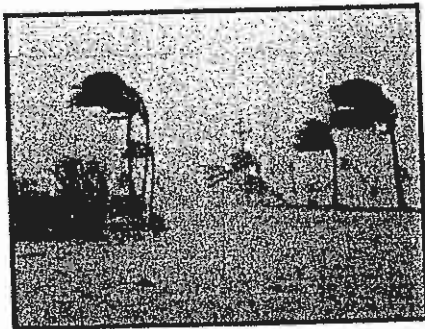




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- Special tenant requests, such as cleaning spills, detailed project work or special cleaning and the actions taken/required to complete these requests
- A list of all cleaning chemicals used will be provided to the facility management staff. The list will also include the name, address and phone number of the contact person responsible for maintaining MSDS for these products. Any requests for MSDS will be responded to promptly.
- The Project Manager will communicate any change made to cleaning chemicals, materials, equipment, processes, staffing or schedules to the Town of Lake Park.
- Daily cleaning operations will incorporate vulnerable occupants identified by facility management and follow the appropriate procedures to protect occupant health.
- Employee training will be conducted in a manner that respects unique needs of individual employees such as limited English proficiency, physical challenges or learning disabilities.

Emergency Response



USSI is ready for any emergency situation and will respond within one hour to any emergency cleaning requirement. USSI employs over 600 cleaners throughout the state of Florida. During the initial days of contract start-up, USSI will identify and establish a listing of additional staff members for an emergency response team. This listing will be in addition to our basic staff telephone/contact list.

USSI has created an emergency response team that acts as a SWAT team when accidents and emergencies occur. The USSI Emergency Response Team is comprised of highly experienced and trained specialists in the areas of mold remediation and flood emergencies. This team is dedicated to answering flood emergencies, 24-hours a day, and 365-days a year





OSHA Compliance

USSI's policy is to inform all employees of the hazards associated with the materials that they use on the job. USSI has implemented the *Beyond Compliance* program to ensure the proper safety and education of our cleaners. **The name *Beyond Compliance* means that it goes above and beyond OSHA Standards.**

Each building USSI cleans is equipped with a binder containing an inventory of hazardous materials used in that building as well as Material Safety Data Sheets (MSDS) for each chemical used. These MSDS sheets are conveniently accessible in case of an emergency. MSDS information is located in:

1. The USSI check-in area
2. Training handbooks
3. On the web

These sheets provide detailed information on health hazards, physical hazards, personal protective equipment and proper emergency response measures. We have selected a specific cleaning system with a limited number of cleaning products. These have been selected both for their cleaning effectiveness as well as for their low toxicity.

USSI ensures due diligence by exceeding OSHA compliance requirements through a series of measures including:

- A written safety policy, which is updated periodically
- Mandatory employee training regarding OSHA regulations and MSDS
- Periodic audits and inventory checks of chemicals in the facility

The "Beyond Compliance" program at USSI ensures improved health and safety of our employees and tenants, while reducing liability through due diligence and precautionary measures.

Corporate Health & Safety Program

USSI considers on-the-job safety of paramount importance. Over the years, we have worked to develop safety policies, measures, training programs, and procedures to assure that we provide the safest possible working environment for our employees. The fruits of our efforts are reflected in our safety record and in the policies we have established to continually improve it.

MSDS



"Beyond Compliance"



ONGOING SAFETY POLICIES

- A. Training: USSI has developed a training program where safety plays a principal role. Additionally we employ bi-lingual video tapes to demonstrate particular safety concerns. Our employees are trained in several aspects of safety before and after they begin working for the company. The following are examples of ongoing policies regarding safety:
- 1) **Wet Floor Signs.** Our employees are instructed to place "WET FLOOR" signs as soon as they begin working in any building. This warns the tenants that work is being done and that the floors can be wet and slippery at any time.
 - 2) **Electric Cords.** Our warehouse facilities allow us to demand that all the electric cords in our equipment be in perfect working order. As a rule, electric tape on cords is not acceptable. Cuts or peeled cords are not to be used. At Edison State College, we will enforce this policy with regular visits by our on-site Project Manager, who is authorized to cut the cords (literally) if they are in poor condition to guarantee that they will not be used in an unsafe manner. All new hires go through a training video and lecture where they are directed NEVER to pull at cords, or to disconnect anything in the offices they are going to clean.
 - 3) **Trash Cans.** Our employees are instructed to NEVER put their hands inside trash cans. This reduces the chances of cuts (broken glass, sharp objects, etc.) They are also instructed to dump only what is INSIDE the trash can, and even if it is inside, if it looks like files or documents, not to dump it. They must report it to their supervisor, who will verify with the client if it was meant for the trash.
- B. Material Safety Data Sheets (MSDS Handbook). USSI guarantees that there is an MSDS handbook in each and every building being cleaned by our employees. This handbook contains a chemical description of all products used in the building and explains what to do in case of an accident. The MSDS handbook is placed in a plexi-glass display shelf on the storage room, next to the posted emergency phone numbers.
- C. First Aid Kits. Each building is provided with a First Aid Kit. One of the responsibilities of the on-site Project Manager is to verify that the First Aid Kits are always fully stocked.
- D. Written Hazard Communication Program. The Hazard Communication Plan is included below.



Written Hazard Communication Program

Purpose:

The purpose of this written program is to describe how the OSHA Hazard Communication Standard requirements are met.

Scope:

This document includes all company facilities and is available to all USSI employees.



Employee Information and Training:

USSI will ensure that all present and new employees are trained appropriately. Training for the OSHA Hazard Communication Standard is based on the requirements of the Standard itself, and the chemical hazards present in the workplace. Your employees learn about their "Right-To-Know the written Hazard Communication Program" warning labels, the availability and utilization of MSDS's, the hazards to which they may be exposed, the determination of the presence of hazards, and the means of protection available to them. These items will also be covered by the General Training Program.

The General Training Program includes written materials which should be distributed to employees to reinforce the Audio-Visual Training they have received. The program could include a self test which becomes a permanent part of each employee's training life. Hazard Communication Posters will be displayed throughout our accounts. These posters identify employee's Right-To-Know and the person to contact for more information.

All employees receive Hazard Communication training, handouts, and other pertinent information from their supervisor or other suitable management appointee. Supervisors are required to provide additional employee training concerning workplace hazards when:

- Chemicals with new hazards are introduced into the workplace.
- Process or equipment changes are made which could cause new or increased employee exposures.
- Procedures and work practices are introduced or changed which could cause new or increased employee exposure.
- Employees are transferred from one work area to another where different hazards may be present.

Documentation of Training:

A record of all employee training will be included in each employee's training file. Documentation for the Hazard Communication Program is in the form of a self test with a passing grade.

Retraining:

The supervisor conducting any retraining should make a written record of the training provided and request the employee receiving the training to sign and date the record. A permanent record of all employee training is maintained in the training files.

List of Hazardous Chemicals:

The list of hazardous chemicals known to be present in the workplace is shown at the end of the Written Hazard Communication Program.



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Non-Routine Tasks:

The supervisor of an employee performing a non-routine task is responsible for adequately training that employee concerning the task. This training includes any applicable procedures designed to address a given task, such as Hot Work, Confined Space Entry, et cetera. The employee is responsible for ensuring that the supervisor is aware that a non-routine task will be performed.

Some non-routine tasks require special permits to be issued before work may begin or require some special procedures be followed, such as Lock and Tag Out Procedures. It is the responsibility of employees to follow these procedures in order to ensure their own safety.

Bio-Hazardous Waste/Blood Pathogens:

All USSI employees below the supervisor level are to avoid completely bio-hazardous waste and blood spills, by leaving the area immediately and reporting same to his/her supervisor. All supervisors will have direct training and responsibility for cleaning up bio-hazardous waste and minor blood spills or major blood spills (when absorbent cloth is wrung out, blood drips), the specially trained team of cleaners must be called immediately by dialing (239) 470-0020.

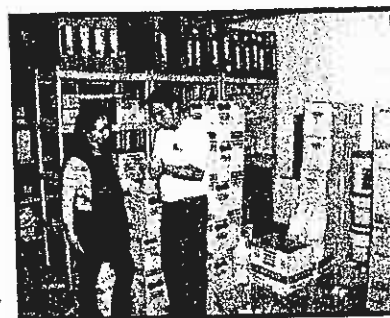
Contractors:

Upon initial entry to the premises, contracted employees or their supervisors will be advised of our safety regulations. These regulations should include the requirement that they must comply with all OSHA standards while working at your facilities. Contractor employees are expected to take appropriate measures to protect themselves from any hazards present. They will be informed of any hazard to which they may be exposed in the working environment and will be notified of the availability of MSDS's for hazardous materials in the work area. The contractors will, in turn, notify USSI of any hazards to which they may expose your employees and provide MSDS's for any hazardous materials they introduce to the work environment.

SAFETY TRAINING

United States Service Industries (USSI) is committed to providing each employee with a safe and healthy workplace. In order to accomplish this, our employees are made aware of their right to know the following:

1. Please be aware that USSI has a "Written Hazard Communication Program" at each location where work is performed. You have a right to read and understand this program; please ask your supervisor to make it available to you.
2. At each location there are certain chemicals which may or may not be hazardous to your health. For each chemical we have a Material Safety Data Sheet (MSDS). This sheet is broken into various sections which describe information about the product, its ingredients, its physical data, fire and explosion information, health hazard data,





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

reactivity data, together with spill or leak procedures, special protection information and any special precautions you should take regarding this product. Also included are first aid procedures, and phone numbers to call in the event of an emergency. It is your right to know and understand the safety precautions to be taken for the products you are using. Please become familiar with these sheets and refer to them often in terms of your safety. As new products are introduced into the workplace, your supervisor will hold training sessions regarding the safety considerations for new products. If you have any questions, please contact the Safety Director, Marcela Bernal.

3. At each location USSI will have on hand gloves, safety goggles, and any other protective equipment that is required to handle the various chemicals being utilized. We request that each and every employee make use of this equipment when handling any type of hazardous materials.
4. As part of our on-going Safety Program, USSI will make available at each location safety posters describing proper workplace procedures for bending and lifting, together with other safety tips to avoid any type of injury. Please make sure that you never stand on anything other than a ladder in order to do any type of high dusting or work requiring you to reach up beyond 70 inches.
5. USSI has posted, where feasible, at each location it performs work, Safety Posters together with Your Rights Under OSHA Law.
6. Please be advised that at each work location, you will find a First Aid Kit which should be fully stocked with various first aid remedies, including an eyewash cup. At certain larger locations you will find an "eyewash station" for your safety.



Program Evaluation and Measurement

USSI measures the effectiveness of the Health & Safety Program through various means including the monthly compilation and reporting of work-related injuries, audit of training and employee outreach programs, and the continual review of applicable incident rates with our insurance provider. This procedural effort is essential in determining operational risk to our employees and financial risk to the corporation. Overall programmatic corrections and modifications are determined and made following these assessments.

The implementation of our program through policies and procedures has yielded safety for our employees and customers, and lowers our operating and financial risks. USSI ranks in the highest tier relative to OSHA standards when compared with our competitors. This is attributable to the level of competence and awareness for health and safety issues embedded within all of USSI's functional components. ***The Town of Lake Park will see the positive results of this program***



USSI SAFETY RULES

1. It is the responsibility of each employee to immediately report all workplace injuries to the supervisor. The supervisor must report the injury immediately to his/her operations manager.
2. It is the responsibility of each employee to report all unsafe conditions in the workplace to his/her supervisor. It is the supervisor's responsibility to either correct the problem immediately, or report the same to his/her operations manager, who in turn will remedy the situation.
3. NEVER- NEVER use damaged or unsafe equipment
4. ALL frayed cords, either attached to equipment or as part of an extension cord are never to be used. The equipment is to be taken out of service, or the frayed cord thrown away. Replacements will be made available immediately.
5. NEVER use any equipment or supplies for which you have had no prior training.
6. NEVER attempt to repair equipment, tamper with equipment, or remove any parts from company equipment. Damaged equipment is to be reported to the supervisor, who in turn will notify his/her operations manager to arrange for a suitable replacement.
7. All equipment and janitorial workrooms or closets must be kept neat and clean.
8. The mixing of chemicals with any other substance but water is prohibited.
9. NEVER bring any chemicals or equipment from home. Only the equipment and supplies issued by USSi are to be utilized on the job site.
10. When not in use, all floor machines must be turned off, unplugged and laid down. NEVER leave a floor machine unattended with the plug still in the wall.
11. Please be advised that bleach is a prohibited product in any of our buildings. It is USSi's policy to never use bleach as a cleaning agent of any type.
12. Whenever working with chemicals, gloves are to be utilized and safety goggles used where splashing is possible. All restroom cleaners must use gloves at all times.
13. NEVER use a spray bottle that does not have a description of the item and any safety considerations on the bottle.
14. When pouring chemicals into spray bottles, please make sure it is clean and dry.
15. NEVER pour a chemical into a spray bottle having a label other than that chemical on its surface.
16. Whenever floor work is being performed, i.e.: waxing, stripping, and damp mopping, wet floor signs or cones must be utilized together with safety tape. NEVER leave a wet area unattended, and clean up all spills immediately. NEVER remove the safety tape or wet floor signs until the area is completely dry.
17. It is USSi's policy for you to utilize rubber-soled shoes when performing your job. While normal business shoes are acceptable, the use of high heels, bedroom slippers, open-toed shoes, or going barefoot is strictly prohibited.
18. It is USSi's policy to avoid Occupational Exposure to Bloodborne pathogens. If you are called to clean up "blood", call your supervisor immediately. You are not to touch the blood.
19. NEVER touch a needle or syringe if you come across one. Call your supervisor immediately.



Customer Appreciation

USSI's self-imposed standards are the highest in the industry. Our mission is to provide superior service to every customer, in every building, by every employee, everyday. This may *seem* unrealistic and unachievable, but at USSI we are committed to restructure **any** and **every** facet of our company in order to maintain our commitment to excellence.

We are a team of people that works together to create a functioning organization. Every cleaner, supervisor, manager, and executive is a key player who contributes to our operation to ensure exceptional customer service.

As such, USSI strives to consistently exceed our customers' expectations. We're proud of our customer relationships, and more importantly our ability to maintain and sustain those relationships. Below you will find emails we've received from our satisfied customers who wanted to say "thank you" for a job well done.

From: Becky Thompson
Sent: Fri 2/11/2011 1:46 PM
To: Nancy Guzman; Viviana Bernal; Jean Antoine
Cc: Sean Bolin
Subject: Corporate Visit for Project Meeting 1/19/11

Sorry this email is a little late – thought I sent it earlier

Thanks to you and all of your staff for the extra effort to make the project shine for our Project Meeting last month. The feedback from our visitors was how great the project looked. As you know, some of the owner representatives just became involved with this project and saw the property for the first time.

I hope all of your staff enjoyed the "thank you" lunch last week. I know all of our Bell Tower staff enjoyed the food and the delicious cake that Viviana brought.

Thanks for all of your efforts.

Madison Marquette

Becky Thompson, CSM
General Manager
Bell Tower Shops
13499 U.S. Hwy 41, SE #161
Fort Myers, FL 33907



BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Ries, Suzanne
Sent: Thursday, February 24, 2011 4:07 PM
To: Yaneth Perichi
Subject: Custodial

Hi Yaneth,

Do you know where we can purchase a replacement bag for the backpack vacuum we purchased from you at?

Also, I wanted to let you that the porter you have cleaning over here is FANTASTIC! We've been receiving many positive comments on how much cleaner the locker rooms have been. I've tried to tell her myself, but my Spanish isn't very good! We are very happy with her hard work and attention to detail! If you can pass that on to her that would be great!

Thank you!
Suzanne

Suzanne Ries
Assistant Director - Operations
Campus Recreation

From: Bielen, Dr. Al
Sent: Wednesday, December 08, 2010 12:21 PM
To: Heather Casavant; Skip Spurgeon; USSI; Yaneth Perichi; Viviana Bernal
Subject: Lost item returned

Yaneth,

About mid-morning today I got a call from Roni Forsyth in the President's office about a student leaving a I-pod in a rest room in AB-5. She inquired if any of your crew had found it, In no more than five minutes the person on your crew was contacted, reported she had it on her cleaning cart, and it was returned to Roni, who returned it to the owner.

Once again, the USSI personnel have demonstrated to the University their dedication and integrity. Please thank the appropriate staff, and be sure to let them know that although this is one of many times they have done this, we take none of them for granted and recognize each one as a separate and appreciated act.

Al Bielen
Asst. Director, Facilities Services
Physical Plant



From: Bielen, Dr. Al
Sent: Wednesday, March 09, 2011 10:45 AM
To: Pittman, Ashley; USSI
Subject: RE: thank you!

Ashley,

Thank you for taking the time to recognize the efforts of the USSI staff. Your appreciation of their good work is a great morale enhancer for these very courteous and dedicated people. We will endeavor to retain that performance level.

Al Bielen

From: Pittman, Ashley
Sent: Wednesday, March 09, 2011 9:53 AM
To: USSI
Cc: Bielen, Dr. Al
Subject: thank you!

Hello USSI,

I work in AB 3 and wanted to pass along my appreciation for the excellent cleaning services that we have received thus far. We expect that the bathrooms should be clean but the air vents are clean, the windows are clean...really EVERYTHING is clean! As an employee who is very allergic to allergens, including dust, I am thankful that I work in such a clean environment.

Thank you very much!!!
Ashley ☺

Ashley M. Pittman, MA, NCC
Academic Advisor I
College of Professional Studies
Florida Gulf Coast University



BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

-----Original Message-----
From: David Foster
Sent: Thursday, March 24, 2011 9:46 AM
To: Sarah Benson
Cc: Heather Casavant
Subject: Re: BRC Records dusting

Thank you Sarah.

David Foster
USSI, Area Manager

Office 407-951-8918
Fax 407-951-8934
Cell 407-414-0125

----- Original Message -----
From: Sarah Benson
CC: David Foster
Sent: Thu Mar 24 09:41:56 2011
Subject: BRC Records dusting

Dean,

Per Marlene, the dusting has been completed, customer very pleased with them arriving on time and completing the job in a timely manner, and a job well done. I checked it this morning, they did a great job!

Thank you guys, GOOD JOB!

Thank you

Sarah Benson
Facilities Management
Support Specialist 33rd District
Orange County, FL



BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Flick, Joanne
To: David Foster
Sent: Fri Feb 25 15:22:43 2011
Subject: Your Fabulous Employees

Good afternoon, Mr. Foster,

I received the email quoted below today from an employee in City Hall, extolling the virtues of your outstanding staff. I would like to add my appreciation for their dedication, hard work, and drive to excel. You have every right to be very proud of Ricardo, Marcus, and the lovely lady whose name I don't know.

Thank you again for sending such a great crew to City Hall.

Joanne Flick, Purchasing Agent
City of Daytona Beach, FL

"Last Thursday 02-17-11, I discovered that I lost a pearl from one of my earrings.

I looked everywhere that I had been and could not find it. I intended to let a member of the Janitorial Service staff know on my way out that evening and perhaps he/she could be on the lookout for it.

That had to be the first time I did not see a cleaning staff person, anyway the next day (Friday) I did see Marcos and I mentioned to him my lost pearl. He obviously mentioned it to his boss and late Monday the pearl was returned to me as it was found in the vacuum cleaner bag. It was returned cleaned and in a little plastic bag. Could we please let someone know how this was handled and how happy I was to have my pearl back!!"

From: Solomon, Adrienne
Sent: Tue 4/26/2011 10:43 AM
To: Viviana Bernal
Subject: RE: Award of Carpet Cleaning Quote

Viviana,

Thank you for a great job! Everything looks so much brighter. We were impressed that you got the tar-like stains out of the one area.

Please pass on our thanks to your staff.

Adrienne Solomon
Adopt-A-Road Coordinator/
Administrative Assistant
Lee County DOT Operations





BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Bielen, Dr. Al
Sent: Thursday, April 07, 2011 11:19 AM
To: Heather Casavant; Skip Spurgeon; USSI; Yaneth Perichi; Viviana Bernal
Subject: FW: THANK YOU!

Good Morning All,

I just wanted to thank everyone for all the hard work you put in to make the President's Lecture Series a success! It takes a lot of people working together to pull off an event of this size. I truly appreciate the effort that was made to make the University shine. It definitely was a team effort!

Thanks again!

Michele

Michele Kroffke
Director, Events and Special Projects
Florida Gulf Coast University

-----Original Message-----

From: Lee, Dr. Scott
Sent: Wednesday, April 06, 2011 1:01 PM
To: Brezina, Dr. Sherie
Cc: Bielen, Dr. Al
Subject: Al Bielen's Crew Hired for Wanderlust

Hi Sherie,

As you know we hired a Porter and a Supervisor to help maintain the restrooms, trash cans, and general building cleanliness during Wanderlust. I wanted to take a moment to let you know that they were fantastic! They were both pleasant, friendly, and most of all - very, very hard working. Because of their commitment and hard work, the building was back to normal for Monday - which was no small task considering we had over 500 people in the building eating, drinking, and walking through all the different areas.

We certainly should keep them in mind for next year!

Scott

Dr. Scott Lee
Assistant Professor and Event Management Concentration Coordinator
Resort & Hospitality Management
Florida Gulf Coast University



BID No. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Hector Clemente
Sent: Wednesday, April 13, 2011 9:30 AM
To: David Foster
Subject: RE: Data floors completed

Hi David, George, and Sarah,

I spoke with our customer this morning, Laura Bibb, and she is very pleased with the floor work at the RCC.

Congratulations on a job well done.

Thanks,

Hector O. Clemente
Central District Supervisor
Orange County Facilities Management Division

After exhausting all Option Years available on the Lee County Gun Range project in April 2011, we were unsuccessful in our bid to retain the location due to a mandatory bid in a low-bid situation. Upon departure from the facility, our customer sent the below email:

From: Stanforth, Theresa
Sent: Thu 4/21/2011 2:06 PM
To: Andres Guzman
Cc: Elwell, Jayne
Subject: RE: Gun Range

Hi Andrew,

You and your company will be missed. Thank you for the wonderful job and professionalism you provided.

Please be sure to return the keys and swipe cards to me so I can inform our key control person and reassign to whoever the new company representative is.

Thank again and it has been a pleasure working with you.

Respectfully,

Theresa Stanforth
Training Manager
Lee County Sheriff's Office/Gun Range



8350 Riverwalk Park Blvd. Ste. 3

Fort Myers, FL 33919

4-12-11

Dear Andrew Guzman and Viviana Bernal,

I am a physical therapist who works at Riverwalk Physical Therapy for Lee Memorial Health System. I have been so impressed with the cleaners recently. I have recently noticed how clean the clinic has been as I no longer have to organize the magazines, clean up the kitchen, or clean the microwave, and more. When I inquired, I discovered that new people were working to clean our facility and their names were Maria Villegas and Daniel Garcia. They have been doing such a nice job here. I am grateful for their attention to detail and the care with which they clean our work space. It is very much appreciated. Please thank Maria and Daniel for us all. Thank you for hiring and keeping such exemplary employees.

Thank you for your attention,

Maurine Martin, DPT

Maurine Martin, DPT

Lee Memorial Health System/ Riverwalk Physical Therapy





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

Beth Guilford

Subject: FA: Employee Appreciation

Good morning Mr. Spurgeon

I just wanted to take a moment to let you know how much we all here in Maricopa County's Administration office appreciate your employees Yolanda, Rita and Luis. They are just the most wonderful people. Not only do they do an exemplary job, they go far beyond what is required.

So many times in the business world you see employees who have the 'that's not in my job description' attitude. These two people are the total opposite. We have all come to know them (all of us who work late - most of upper management over here) and love them.

I jokingly tell people that our building has been saved from burning down many times by Yolanda! She always cleans out the coffee pot for us to start fresh the next day. Many times we've forgotten to turn it off! But thank heavens she isn't one of those 'not my job' people!

They also found a man's wallet just about a week ago. He'd left it after an evening meeting. Yolanda left it on my desk that evening. Next morning the gentleman was in frantically looking for his wallet. Of course, everything was intact. I won't take up any more of your time, Mr. Spurgeon. Just thought that acts of consideration, kindness and integrity like we see from these two every day need to be acknowledged. We feel very blessed to have them as part of our Administration family. And kudos to you for recognizing valuable employees when you see them.

Anna
Anna Carpenter
Maricopa County Board of County Commissioners
Executive Assistant to the County Administrator

From: Curt Diehl
To: David Foster
Sent: Mon Jun 06 2011
Subject: Boggy Creek Building 1

David,

Please thank the cleaning crew at Boggy Creek for the excellent job they have been doing! The exam rooms have been impressively clean. Make sure they know how much we appreciate their hard work!

Thanks,

Curt Thomas Diehl
Chief Facilities Operations Engineer
Osceola County - Building Maint



BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Fairfax, Kathy G.
Sent: Thu 5/24/2012 11:48 AM
To: Viviana Bernal
Cc: Cole, Wendy; Glenn, Tina; Gonzalez, Dave; Brown, Elizabeth A.
Subject: A Special Thank You!

Hi Viviana,

I want to send a special thanks to your staff who recognized there was a problem with the air condition system last night and notified Property Management. This allowed us time to respond and prevented the cancellation of any surgical procedures.

Thanks much,
Kathy

Kathy Fairfax, MHA, RN, CNOR
Director
Surgery Center
an Outpatient Dept of Lee Memorial Hospital
8970 Colonial Center Drive
Fort Myers, FL 33905

From: Radziwon, Margaret
Sent: Thursday, June 14, 2012 8:32 AM
To: Ianno, Jackie
Subject: Clara- cleaning lady

Hi,

I just want to mention again how great a job Clara does every day. We are very happy with her work.

Thanks,

Peggy Radziwon
Communications Secretary
City of Boca Raton/Police/Fire/9-1-1
2500 N.W. 1st Avenue
Building A; 2nd Floor
Boca Raton, FL 33431





J. FRANK PORTER
CIRCUIT JUDGE
TWENTIETH JUDICIAL CIRCUIT OF FLORIDA

LEE COUNTY JUSTICE CENTER
1700 MONROE STREET
FORT MYERS, FLORIDA 33901

TELEPHONE
(239) 633-2730

June 11, 2012

Mr. Dwight Popovic
USSJ Operations Manager
11220 Metro Parkway, Suite 14
Fort Myers, FL 33966

In re: Letizia Abendono

Dear Dwight,

For the past couple of years my office has been located in the Lee Justice Center proper. I am preparing to move my office to the Lee Justice Tower. Before I leave, I wanted to bring to your attention the outstanding service my assistant and I have received from Letizia Abendono. Ms. Abendono has done an excellent job in cleaning our respective offices. Your company is fortunate to have someone with her work ethic in its employ. Please convey my appreciation to her.

Sincerely,

J. Frank Porter

JFP/ms





BID NO. 107-2012: CUSTODIAL SERVICES TERM CONTRACT

From: Jensen, Greg
Date: Wed, 5 Sep 2012 14:33:00 -0400
To: David Sanabria
Subject: FGCU - SHS- Cleaning

David,

This comment comes about after our conversation from this morning.

This afternoon I received the results of a national survey we participate in; 20 institutions student health services are surveyed across a range of subjects; one of which is patient satisfaction - with regard to cleanliness. We rank nearly 3.5 percentage points higher than do our peer and aspirant universities. While they do not indicate in which areas students are ranking - other than overall cleanliness, much of this, I am sure is based on those areas that your staff (especially our day-time cleaner) take part in.

I want to share with you our thanks in keeping this institution's facilities clean, sanitary and recognized by students as such. I mentioned to you this morning of your employees dedication and hope that you will mention this fact to her, despite our language barrier, her smiles and dedication transcends the gap; indeed, she is a source of pride for us - Thank you.

Sincerely,

Greg Jensen M.Ed, MBA
Assistant Director, Student Health Services

Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers FL 33965-6565

From: Caruthers, Timothy D CIV NG FL ARNG
Sent: Mon 9/10/2012 3:48 PM
To: Viviana Bernal
Subject: RE: RFP for Cleaning services - USA ARMY

Viviana,

I want you and all of your employees to know that I am very pleased with the hard work and professionalism exhibited while USSI was here. I must selfishly add that my only regret was that your company did not get the contract from the beginning. If you ever need a reference PLEASE list us and I will be happy to support you.

Timothy D. Caruthers MSG (Ret)
Facility Manager
C. W. Bill Young AFRC
2801 Grand Avenue
Pinellas Park, FL 33782-6140





LEE MEMORIAL
HEALTH SYSTEM

Lee Physician Group

Family Medicine

239-939-7222 • fax 239-939-1054

August 30, 2012

USSI Cleaning

11220 Metro Parkway Ste 17

Fort Myers, FL 33966

Attn: Viviana Bernal

I am writing this letter to let you know that we are extremely happy and satisfied with the level of professional service that we receive from Jose and Hilda. They are by far the best we have ever had and we would like to go on record to acknowledge them and congratulate them on a job well done. Please share this note with them to let both Jose and Hilda know that we appreciate them and very happy to have them. Please call me if you have any questions and again we are extremely happy with our services.

Sincerely,

Tosha R Battle

Ambulatory Operations Manager II

Family Practice @ Clayton Court

OWNER:

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

PROJECT:

TOWN OF LAKE PARK
Custodial Services Term Contract
for Town Hall, PBSO District 10 Substation,
Public Works Department, Lake Park Harbor Marina,
and Lake Shore Park Restrooms

Prepared by:

**TOWN OF LAKE PARK
DEPARTMENT OF PUBLIC WORKS
David Hunt, Public Works Director**

**650 Old Dixie Highway
Lake Park, Fl. 33403
Tel. 561-881-3345
Fax 561-881-3349
Email: dhunt@lakeparkflorida.gov**

Town of Lake Park Bid No. 107-2012

Date of Bid Advertisement: October 7, 2012

DOCUMENT 00001

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

**CUSTODIAL SERVICES TERM CONTRACT
VARIOUS TOWN LOCATIONS
TOWN OF LAKE PARK**

Contract Documents

Town of Lake Park Bid No. 107-2012

Date of Bid Advertisement: October 7, 2012

Document 00002

PROJECT DATA

Project Title: Custodial Services Term Contract
Various Town Locations
Town of Lake Park

Project Number: Town Bid No. 107-2012

Project Address: Town Hall, 535 Park Avenue
PBSO District 10 Substation, 700 Sixth Street
Public Works Department, 650 Old Dixie Highway
Lake Park Harbor Marina, 105 Lake Shore Drive
Lake Shore Park Restrooms, 701 Lake Shore Drive

Lake Park, Florida 33403

Project Owner: Town of Lake Park

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

Town Manager: Dale S. Sugerman, Ph.D.
535 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

Owner's Representative: David Hunt
Public Works Director
650 Old Dixie Highway
Lake Park, Florida 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

END OF PROJECT DATA

Document 00003

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Page 54	List of Equipment to be Used
Appendix A	PBSO Vendor Fingerprint Instructions

Document 00004

LOCATION MAP

Project Addresses:

Town Hall, 535 Park Avenue
PBSO District 10 Substation, 700 Sixth Street
Public Works Department, 650 Old Dixie Highway
Lake Park Harbor Marina, 105 Lake Shore Drive
Lake Shore Park Restrooms, 701 Lake Shore Drive

Lake Park, Florida 33403

TOWN OF LAKE PARK
CUSTODIAL SERVICES LOCATION MAP
DOCUMENT 0004



**TOWN OF LAKE PARK
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:
**CUSTODIAL SERVICES TERM CONTRACT FOR
TOWN HALL, PBSO DISTRICT 10 SUBSTATION,
PUBLIC WORKS DEPARTMENT, LAKE PARK HARBOR MARINA,
AND LAKE SHORE PARK BATHROOMS
TOWN OF LAKE PARK**

Town Bid No. 107-2012

The work shall generally consist of daily as well as alternate day commercial cleaning services for the interiors of five, municipal buildings in the Town of Lake Park. Services shall range from cleaning municipal operations office space at three locations, Town Hall, Public Works (two separate office spaces plus an Operations wash room), and the PBSO Substation to the cleaning of a public park restroom and the controlled access shower facilities at the Lake Park Harbor Marina.

NOTE: Palm Beach County recognizes the Town of Lake Park's PBSO Substation as a "critical facility". Pursuant to County Ordinance 2003-030, any contract worker, in order to obtain unescorted access to a critical facility, shall be required to undergo a criminal history record check. Any contract worker making application that is found to have a disqualifying criminal offense will be denied access to the critical facility.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m. on Tuesday, October 30, 2012, at the Town of Lake Park Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time shall be returned unopened. Receipt of a bid by any Town office, receptionist, or personnel, other than the Clerk's Office, does not constitute "receipt" as required by this solicitation.

Project Documents: Bid documents will be available Monday, October 8, 2012, and may be obtained by calling on the Town Clerk at 535 Park Avenue, Lake Park, Florida (561.881.3311), 8:30 a.m. to 5:00 p.m., Monday through Friday, and upon payment of a \$15.00 non-refundable fee for each bid set. Bids shall be submitted on the form(s) provided.

Pre-Bid Conference: A **MANDATORY PRE-BID CONFERENCE** with site inspections is scheduled for 1:00 p.m. Friday, October 19, 2012, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents: Envelope containing bid must be sealed and clearly marked, "**Custodial Services Term Contract, Various Town Locations, Town of Lake Park, Florida, Bid No. 107-2012, Attn: TOWN CLERK**"

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

Bid security in the form of a Bid Bond acceptable to the Town, or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. A fidelity bond in the form of a Janitorial Services Bond, in the amount of \$50,000 will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids shall be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on Tuesday, October 30, 2012. Award of the bid will be made at a Town of Lake Park Regular Commission Meeting.

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

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

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

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

Vivian M. Lemley, CMC, Town Clerk
Town of Lake Park, FLORIDA

Published on: October 7, 2012
Palm Beach Post

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

- THERE SHALL BE MANDATORY PRE-BID MEETING COMMENCING AT TOWN HALL COMMISSION CHAMBERS ON FRIDAY, OCTOBER 19, 2012 AT 1:00 P.M. ALL CONTRACTORS WANTING TO SUBMIT A BID MUST ATTEND.
- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403, and received **no later than 11:00 a.m., Tuesday, October 30, 2012**. Please note, no fax, email, or phone bids will be accepted. Receipt of a bid by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**Custodial Services Term Contract
Various Town Locations
Town of Lake Park, Florida
Bid No. 107-2012
Attn: TOWN CLERK**

PURPOSE OF BID

The sole purpose of this bid is to provide a 36 month term contract for custodial services along with two, 12 month renewals for five Town buildings, as described in the Scope of Work section of this solicitation.

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

DELIVERY

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

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town of Lake Park will

issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees not to commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Providing the Town of Lake Park with proof of proper insurance (endorsed to include the Town of Lake Park as an Additional Insured), proof of a janitorial services bond, and a completed criminal history record check performed by Palm Beach Sheriff's Office for all employees scheduled to work in the District 10 Sub-station.
- Receipt of a Town Purchase Order, referencing the scope of work

REQUIRED SUBMITTAL ITEMS

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

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

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Statement of Capacity to Perform
- Resumes of Principals, Management, & Supervisory Personnel
- List of Equipment to be Used In Daily Cleaning Routines
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section). *
- Proof of janitorial services bonding capabilities in accordance with this solicitation (outlined in the Contract Agreement Information Bonding Section). *

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

- **Bid Bond**, (see Instructions to Bidders, paragraph 3.a.)

**Please Note that in addition to the proof of insurability and fidelity bonding required above, a Certificate of Insurance (endorsed to include the Town of Lake Park as an Additional Insured)*

and Janitorial Services Bond, reflecting the minimum levels of insurance and bond coverage outlined herein, will be required of the awarded contractor, prior to commencing work.

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. **BIDDER'S UNDERSTANDING (Additional)**

Bidders shall visit the work site to ascertain by inspection pertinent local conditions.

THERE SHALL BE MANDATORY PRE-BID MEETING COMMENCING AT TOWN HALL COMMISSION CHAMBERS ON FRIDAY, OCTOBER 19, 2012 AT 1:00 P.M. ALL CONTRACTORS WANTING TO SUBMIT A BID MUST ATTEND.

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

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

2. **LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and the Town of Lake Park for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** The Town of Lake Park is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the Town. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction,

supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the Town shall be that of an Independent Contractor and not as employees or agents of the Town.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the Town who repair, deliver, or provide goods or services for, to, or on behalf of the Town for the **Palm Beach Sheriff's Office District 10 Substation, 700 Sixth Street, Lake Park, Florida, a designated "critical facility"**. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the Town. Palm Beach County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.
- e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires the Town of Lake Park to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the Town of Lake Park may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the Town of Lake Park.

- g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any Town Commissioner, Town Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Town Commissioners, or a Town Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any Town Commissioner, Town Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the Town of Lake Park. Further, all bidders shall disclose the name of any Town employee or relative of a Town employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. SUCCESSORS AND ASSIGNS:** The Town and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the Town nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the Town, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- k. PUBLIC RECORDS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc.) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.
- l. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. LEGAL EXPENSES:** The Town shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BOND REQUIREMENTS

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

4. PREPARATION OF BIDS

- a. **BIDS SHALL BE SUBMITTED IN TRIPLICATE**, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

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

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

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to the Town of Lake Park. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder by the Town. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be

fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

- d. **DAVIS/BACON ACT NOT APPLICABLE**
- e. **SUBMITTING NO BID:** Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.
- f. **BIDDERS SUBMITTING MORE THAN ONE BID:** Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

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

- g. **ADDENDA -- CHANGES WHILE BIDDING:**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park, TOWN CLERK 561.881.3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

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

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

- h. **SUBCONTRACTORS IDENTIFIED:** A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake

Park. The Town of Lake Park reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

- i. **REJECTION OF BIDS:** The Town of Lake Park reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.
- j. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

4. **AWARD OF CONTRACT**

- a. **BID SUBMISSION:** Bids must be received, in a sealed envelope, no later than the time and date and at the location specified. Any bids received later or at any other location than specified will not be accepted and shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids by the specified time. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or town employee to successfully deliver a bid to the designated delivery location. It is noted that bidders shall be allowed to withdraw their bids at any time prior to bid opening.
- b. **SUBMITTALS BECOME THE PROPERTY OF THE TOWN:** All bids and accompanying documentation received from bidders in response to an invitation to bid, become the property of the town, and will not be returned to the bidders. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the town.
- c. **BID AWARD:** Award will ordinarily be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Notice of intent to award, along with a tabulation of the bid/proposal results, shall be posted by the Town Clerk on the Town's website five business days prior to the Commission award. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval of the Town Commission and upon issuance of a purchase order, execution of a contract, or written notice of award by the Finance Director or Town Manager. The Town may reject any bid prior to such issuance. In the event only one bid is received, the Town may award to the sole bidder if the bid is deemed to be reasonable and in the best interests of the Town or to request new bids. In the event all bids exceed budgeted funds, the Finance Director, with direction of the Town Manager, in cooperation with affected department director, is authorized, when time or economic considerations preclude re-

solicitation to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds.

If the Town of Lake Park chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The Town of Lake Pak reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

- d. **TIE BIDS:** If two or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration:
- (1) Quality of the items or services bid if such quality is ascertainable.
 - (2) Delivery time if provided in the bid by the bidders.
 - (3) Certification of a "Drug-Free Workplace Program" which meets criteria established in F.S. § 287.087.
 - (4) Location of the vendor with the following award preferences:
 - i. A Town of Lake Park vendor.
 - ii. A Palm Beach County vendor.
 - iii. A Florida vendor.
 - iv. A minority business enterprise certified pursuant to the provisions of F.S. § 288.703, as amended from time to time.
 - (5) If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that bidder whose bid was received earliest in time by the town as indicated by the time clock stamp impressed upon the bid envelope of each bidder.
- e. **PROTEST PROCEDURE: Right to protest.** Any actual, or prospective bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Finance Director.

Notice.

(1) A notice of bid protest must be submitted to the office of the Finance Director no later than 5:00 p.m., local time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) Formal bid protest submission. A formal written protest must be filed at the office of the Finance Director no later than 5:00 p.m., local time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of the name, address and contact information of the protestor and the solicitation involved;

- b. A clear, brief, statement of the facts, legal arguments, and other grounds on which the protest is based;
 - c. Identification of any applicable statutes, or ordinances, or other legal authorities which the protestor deems applicable to the [protest;] and
 - d. Clearly state, in writing, the specific nature of the relief requested by the protestor.
 - e. Any additional written or physical materials, objects, statements, and arguments, which the protestor deems relevant to the issues raised in the request for review.
- The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom the protestant is in dispute, and shall provide the town manager with evidence of such mailing.

(3) A formal written protest is considered filed with the town when it is received by the Finance Director. Accordingly, a protest is not timely filed unless it is received by the finance department within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

Authority to resolve.

The Finance Director shall attempt to resolve the protest in a fair and equitable manner and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the department head of the using department, shall have the authority to settle and resolve the protest.

5. CONTRACT ADMINISTRATION

- a. **UNIT PRICES PREVAIL:** In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- b. **FAILURE TO DELIVER:** If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's mandatory requirements of the bid, then the Town of Lake Park reserves the right to cancel the recommendation, and recommend the next-lowest Bidder, or that Bidder, which in the sole determination of the Town, offers the Town the next-best value and/or the most advantageous opportunity to construct the project.
- c. **GUARANTEE:** Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida

municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

- d. **RETURN OF BID SECURITY:** Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of the executed contract.
- e. **EXECUTION OF CONTRACT:** The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.
- f. **SUBLETTING OR ASSIGNING CONTRACT:** All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the Town of Lake Park. In no event will the Contractor be released from responsibility.
- g. **POWER OF ATTORNEY:** Attorney-in-fact who signs Bid Bonds and/or Fidelity Services Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 3.a.).
- h. **FEDERAL AND STATE TAX:** The Town of Lake Park is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.
- i. **PAYMENT:** In keeping with Florida Statute 218.74, Procedures for calculation of payment due dates. "(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is *45 days after the date specified in s. 218.73, (1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity...*" Application(s) for payment should be sent to Accounts Payable, Town of Lake Park Finance Department, located at 535 Park Avenue, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. The contractor may submit the first invoice after the first thirty (30) days (one month) of service and every thirty (30) days (month) thereafter.

j. MATERIAL QUALITY & BRAND NAMES:

1) All items used in the manufacture or construction of any supplies, material or equipment covered by the Bid shall be new, not used, or remanufactured. The item(s) bid or the components of the item(s) bid shall be of the best quality and highest grade workmanship unless otherwise specified herein.

2) Whenever proprietary names are specified, whether or not followed by the words "or equal" it shall be subject to equals as approved and accepted as "equal" by the Owner, as it shall be the Owners' prerogative to select which products/materials meeting specifications from the information furnished by the prospective bidder, to produce the low bid or best value to the Town. Prospective bidders requesting consideration for an "or equal" approval shall submit a written request to the Town's Public Works Director six (6) business days prior to the day of the bid opening.

- k. DEFAULT:** The Town may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Finance Director may authorize in writing) after receipt of notice from the Finance Director specifying such failure. In the event the Town terminates this contract in whole or in part because of default of the successful bidder, the Town may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section I, "Termination for Convenience."

- l. TERMINATION FOR CONVENIENCE:** The Finance Director may, whenever the interests of the Town so require, terminate the contract, in whole or in part, for the convenience of the Town. The Finance Director shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

- m. ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The Town shall have

access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

- n. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

22. **ADDITIONAL INFORMATION**

Requests for additional information should be referred to David Hunt, Public Works Director, at 561.881.3345

End of Instructions to Bidders

CONTRACT AGREEMENT INFORMATION

FORM

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

PRELIMINARY MATTERS

BEFORE STARTING CONTRACT SERVICES:

The Contractor shall perform no portion of the Work at any time without Contract Documents.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 5e.).

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

A. Worker's Compensation:

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

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

1. Completed Operations, Bodily Injury and Property Damage, Combined Limit	
Each Occurrence	\$1,000,000.
Annual Aggregate per job/contract	\$2,000,000.

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

- | | | |
|----|------------------|--------------|
| 1. | Bodily Injury: | |
| | Each Person | \$1,000,000. |
| | Each Accident | \$1,000,000. |
| 2. | Property Damage: | |
| 3. | Each Occurrence | \$1,000,000. |

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

Owner -- TOWN OF LAKE PARK

- E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.
- F. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.
- G. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the services, concept and scope of the work. The Contractor shall be responsible for providing the services and products listed herein without additional costs.

PAYMENTS TO CONTRACTOR AND COMPLETION

After submission of the monthly invoice, designated Town personnel shall review and approve for payment invoices for work performed in accordance with the contract specifications. Each application for payment shall be reviewed for accuracy and that the contractor has faithfully performed his duties. If no discrepancies are found, then the payment of the invoice shall be authorized, or the unacceptable invoice shall be returned.

If any discrepancies are found, contractor shall be immediately notified, the situation jointly reviewed and corrected by the contractor in an agreed upon time frame, at no cost to the Town.

The contractor may submit the first invoice after the first thirty (30) days (one month) of service and every thirty (30) days (month) thereafter.

JANITORIAL SERVICES BOND

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

The contractor will be required to furnish proof of a fidelity, Janitorial Services Bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in the amount of at least \$50,000 as security against the contractor's employees' theft of Town property, including cash funds, in connection with this contract. The Janitorial Services Bond shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

HOLD HARMLESS AND INDEMNIFICATION

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

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

CONTRACT TERMS

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

- A) All terms, conditions, plans, and specifications of this bid.
- B) Lump sum annual total for the first year of this 36 month contract, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town of Lake Park retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SURVIVORSHIP OF BENEFITS

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

ENTIRE AGREEMENT

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

SEVERABILITY

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

TERM AND TERMINATION

Contractor shall perform the maintenance services associated with the Property as identified in the Technical Specifications section attached hereto and made part hereof, for an initial 36 month period. This Agreement may be renewed for two (2) additional 12 month terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

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

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

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

PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and

regulations applicable to the business to be carried on under this contract. There is no fee for pulling a Town Building Permit. Currently, there is no requirement for a Notice of Commencement.

MANNER OF PERFORMANCE

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

End of Contract Agreement Information

Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Custodial Services Term Contract

Various Town Locations

TOWN OF LAKE PARK

TOWN BID NO. 107-2012

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and _____ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 107-2012.

All terms, conditions, plans and specifications of No. 107-2012, any Addenda, and contractor's accepted bid, dated _____ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount for the first twelve (12) months of this thirty six (36) month contract shall be _____.

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

TOWN OF LAKE PARK

Attest:

By: _____
James DuBois, Mayor

____ day of _____, 2012

Vivian Mendez Lemley, Town Clerk

(Town Seal)

By: _____
Town Manager

____ day of _____, 2012

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

By: _____
Thomas Baird, Town Attorney

____ day of _____, 2012

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Name of Contractor

Signature

Print Name, Title

____ day of _____, 2012

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

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

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

Notary Public, State of _____

Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

SCOPE OF WORK

Provide all labor, supervision, equipment, supplies, and materials required to ensure the proper performance of this work in accordance with the bid specifications and site specific schedules at the following Lake Park, Florida locations:

FACILITY	ADDRESS	CLEANING DAYS	HOURS OF ACCESS
Town Hall	535 Park Avenue	Monday through Friday	4:00 p.m. to 11:00 p.m.
PBSO District 10 Substation	700 Sixth Street	Monday, Wednesday & Fridays	8:00 a.m. to 4:00 p.m.
Public Works Department	650 Old Dixie Highway	Tuesday & Thursday	4:00 p.m. to 11:00 p.m.
Lake Park Harbor Marina Shower Rooms & Boat Ramp Bathrooms	105 Lake Shore Drive 103 Lake Shore Drive	Monday, Wednesday, Friday, & Saturday	6:00 p.m. to 11:00 p.m.
Lake Shore Park Bathrooms	701 Lake Shore Drive	Monday, Wednesday, Thursday, Friday, & Saturday	3:00 p.m. to 6:00 p.m.

Work includes regular custodial services to Town of Lake Park facilities in addition to “as needed” heavy cleaning and porter services. Each location has specific requirements that are detailed in the Technical Specifications section of this document.

Bidders shall provide an annual lump sum amount to clean each building. In addition, unit prices shall be provided for specific tasks (I.e. carpet extraction, window cleaning, etc.) on an “as needed” basis. A line item shall be provided for the performance of an initial cleaning to bring the location into contract compliance in advance of the start of regularly scheduled duties.

GENERAL SPECIFICATIONS

All labor, supervision, equipment, supplies and materials required to ensure the proper performance of this work at all locations, unless otherwise specified, shall be furnished by the contractor.

Upon contract award, contractor is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the Public Works Director.

The Town shall supply paper towels, toilet paper, hand soap, and trash can liners for the contractor to replenish as needed. Requests for supplies must be made in writing or e-mail at

least three days in advance by a person in a supervisory capacity. No supplies will be given to workers "on demand".

The successful bidder and its employees will report hazardous conditions and items in need of repair including burned-out lights, leaky faucets, toilet stoppages, etc. directly to the Public Works Department.

All employees responsible to open and close shall be capable of securing the facilities.

Due to the type of operations and activities in the different facilities, the basic services will be unique to each building. In the event that some scheduled activity interferes with the normal scheduled cleaning, it will be arranged to complete cleaning after such activity is over.

Contractor shall submit a daily-weekly-monthly cleaning checklist form for approval to the Public Works Department before commencing work. This form shall be posted in a conspicuous location in each building and the contractor's employees must log their activities at the end of each cleaning event.

The contractor shall comply with the Town of Lake Park procedures and requirements regarding sanitary techniques and safety. In addition, the contractor shall comply with OSHA Act #1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Successful bidder shall be responsible for ensuring that employees do not disturb papers on desks, open desks, drawers, cabinets, or use the telephones, which are provided strictly for the use of the employees of the Town.

MATERIALS, EQUIPMENT AND SUPPLIES

The Contractor shall submit to the Public Works Director for approval and maintain a current list of all materials, equipment, and supplies stored at any Town facilities, including chemical material safety data sheets. It will be the responsibility of the contractor to provide **Green Seal Certified** cleaning supplies (excluding disinfectants) to perform the required janitorial services. **Highly corrosive chemicals, those that cause excessive tearing, those with offensive odors or cause other irritations to building occupants, will not be approved for use.**

A limited storage area shall be provided for the contractor to store necessary materials, equipment, and supplies.

The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his bid a complete list of the equipment to be used.

ELIGIBILITY

Bidders must demonstrate that they have recently and successfully provided similar services to at least three clients for services of an equivalent size and nature. Bidders shall provide information

to support their past experience, ability, and capacity to perform the requirements of this contract. Bidders shall provide documentation of all business/occupational licenses required to perform these services, as well as proof of ability to acquire insurance and bonding as part of the bid process.

CONTRACTOR'S PERSONNEL

Contractor shall provide the Town with resumes for all principals, management and supervisory personnel that will support their experience and qualifications to perform these contract services. Contractor shall provide supervisory personnel who can adequately communicate on-site, by telephone, and by e-mail with Town staff relative to any service problems, or service requirements. Contractor shall respond to services within 2 to 4 hours of notification, in person or by telephone.

The Town shall be furnished a list of all personnel assigned to the contract. The contractor shall be responsible for keeping this list up to date during the contract term.

The contractor shall provide the Town with a listing, and keep current, to include the names and emergency telephone numbers of supervisory personnel who are assigned to the Town contract. It is the intention of the Town that the contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term.

Contractor's employees shall present a professional appearance: neat, clean, well groomed, and courteous and conduct themselves in a respectable manner, in the performance of duties, and while on Town property.

The Town shall have the right to require the contractor to remove from assignment to its facilities such employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the Town of Lake Park.

Selected contractor must comply with all applicable labor/employment laws and regulations. The contractor shall be required to pay its' employees at least the federal minimum wage rate. The Town reserves the right to inspect the payroll records of the contractor as may be deemed necessary to determine contractor's compliance with the Federal Wage and Hour Law.

SERVICE HOURS / RESPONSE TIME / EMERGENCY SERVICE / PROPERTY DAMAGE:

All services provided shall be performed in accordance with the times specified in the bid specifications. Any change to that schedule shall be requested in writing, and approved by the Town prior to implementation. Contractor shall advise Town personnel immediately of any damage noticed by contractor personnel while on duty, or any damage done to Town property by contractor's personnel, NOT LATER THAN THE NEXT WORKING DAY after which such damage may occur. Contractor caused damage shall be promptly corrected to the satisfaction of the Town, and any cost to resolve the matter will be borne solely by the contractor.

Service Response Time: contractor shall have 24 hr. telephone service to insure the contractor's ability to respond and comply with Town requests on a timely basis. Contractor should respond and comply with any Town request for service for emergency service within 2 to 4 hours from time of Town contact. Failure to respond or comply with the service request within the time parameters stated above may result in Town invocation of a documented poor performance complaint.

SECURITY

- A. The contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, or relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of Town property is prohibited.
- B. Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform the specifications unless otherwise approved in writing by the Public Works Director.
- C. Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of contract start date. The successful bidders will pick up the necessary keys at the Public Works Department for Town Hall, Lake Shore Park Restrooms and the Public Works Complex. The keys for Lake Park Harbor Marina shall be picked up from the Harbor Master. **Arrangements must be made directly with the Sheriff for access to the PBSO District 10 Substation.** Any labor and/or material cost for replacement keys, recoding of access keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.

TERMINATION FOR CAUSE:

The contractor's services may be terminated for any of the following causes: poor performance to cure client complaints within two days of notice by the Town, or after three documented poor performance complaints from the Town's contract administrator; if there is a perceived breach of security; if personnel are used who are unknown by the Town agency, or who pose a threat to the security of agency by action, deed or appearance.

Designated Town personnel shall periodically review contractor's performance. If any discrepancies are found, contractor shall be immediately notified, the situation jointly reviewed and corrected by the contractor in an agreed upon time frame, at no cost to the Town.

Thereafter, further discrepancy or unsatisfactory performance by the contractor may be cause for contract termination, at the Town's discretion.

NOTE: Poor performance complaints by the Town will not preclude the Town from canceling the contract for cause, in accordance with the bid specifications.

THERMOSTATS

All thermostats in the buildings are not to be touched. Thermostats are preset.

RECYCLING

The Contractor must remove all recyclable trash from each location on the cleaning days specified. Recyclable trash must be removed separately from other trash to avoid contamination and placed in designated recycle bins.

SPECIAL PROVISION FOR CLEANING AREAS WITH ELECTRONIC DEVICES

While cleaning areas with data processing machines, work processing machines and/or other electronic devices:

- A. Contractor shall not move nor jar computers, and/or data processing machines, equipment or accessories.
- B. Contractor shall not use steel wool, powdered cleansers, brushes, dusters, rags or waste material that leave dust nor any material containing silicon on or around this equipment.
- C.

COST TO THE TOWN:

The contractor shall be responsible for all costs incurred in providing the required services to include: all labor, management, all janitorial cleaning supplies, equipment, insurance, licenses and police background checks of employees, in accordance with the bid specifications. The total cost to the Town for the required services shall be the costs proposed by the bidder, and accepted by the Town, as submitted in the SCHEDULE OF BID ITEMS response that follows.

CONTRACT COORDINATOR

The Public Works Director, or his designee, shall function as the contract coordinator. The coordinator's duties shall include:

- Liaison with contractor
- Coordinate and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of Contractor's work
- Review and approve for payment, invoices for work performed in accordance with the contract specifications

TECHNICAL SPECIFICATIONS SECTION

The following are separate, site specific specifications available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders must attend a pre-bid conference at the project site to become familiar with existing and local conditions.

See Appendix A for “PBSO Vendor Fingerprint Instructions”

**TECHNICAL SPECIFICATIONS
SPECIFIC TO:**

Town Hall
535 Park Avenue, Lake Park, Florida 33403

IN GENERAL

The Town Hall is a two story office building housing the Town Manager, Town Clerk, Human Resources, Community Development, and Finance Departments. It has a Commission Chambers, ballroom with stage (not a part of the regular cleaning duties), a conference room, two kitchenettes, and side conference offices. There are four bathrooms of approximately 150 square feet each and one bathroom of about 35 sq.ft. There is a 23 step, carpeted grand stairway in the tile foyer. The floor covering is approximately 3,385 sq.ft. of commercial glue down carpeting and several area rugs over wood flooring; 3,730 sq.ft. of Dade County pine wood flooring in the offices and 2,300 sq. ft. in the Mirror Ballroom; 425 sq.ft.. of waxed paver tiles in the foyers and about 600 sq.ft. of ceramic tile in the bathrooms.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

- A. The following duties shall be performed **5 times per week**, Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 4:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility; cleaning activities shall not disrupt public meetings.

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
4. Clean conference room table and dust chairs and all other furniture in the room.
5. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks.
6. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples,

particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.

7. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
 8. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
 9. Clean all interior building entranceways and the south exterior foyer.
 10. Clean elevator flooring and door tracks. Remove fingerprints from elevator doors and polish surface top to bottom. Disinfect call buttons and control panel buttons.
 11. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
 12. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
 13. Clean all open stairwell surfaces daily.
- B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):
1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
 2. Remove fingerprints from walls, woodwork and doorframes.
 3. Systematically clean all elevator tracks.
 4. Clean all elevator phone closet interiors.
 5. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
 6. Wipe walls and light switches as necessary.

C. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. High dusting. (High partitions and moldings).
2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher closets.
6. Dust window ledges.
7. Wipe down interior doors.

End of Town Hall Technical Specifications

**TECHNICAL SPECIFICATIONS
SPECIFIC TO:**

PBSO District 10 Substation
700 Sixth Street, Lake Park, Florida 33403

IN GENERAL

The Sheriff's office substation is a single story office building housing a District Commander, his Administrative Assistant, Sergeants' offices, conference room, kitchenette, public information area, and unoccupied holding cells. There are four, single toilet bathrooms ranging in size from 30 square feet to 40 square feet. The floor covering is approximately 3,500 sq.ft. of ceramic tile and about 175 sq.ft. of commercial glue down carpeting.

Note: the County shall conduct fingerprint based criminal history record checks on all persons who have unescorted access to the Palm Beach Sheriff's Office District 10 Substation, a designated "critical facility". A fingerprint based criminal history record check shall be conducted on all contractor's employees who are unescorted when entering a facility determined to be critical to the public safety and security of the Town. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

Arrangements must be made directly with the Sheriff for access to the PBSO District 10 Substation.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

- A. The following duties shall be performed **3 times per week**, Monday, Wednesday and Friday between the hours of 8:00 a.m. and 4:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of buildings.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
4. Clean conference room table and dust chairs and all other furniture in the room.

5. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks and fingerprints.
 6. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
 7. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
 8. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
 9. Clean all building entranceways, inside and outside. Particular attention should be given to the storefront glass doors and sidelights. Clean and maintain cigarette receptacles outside of exterior doors. Remove trash or litter and mop or vacuum.
 10. Clean all glass in the main lobby and all other interior areas (excluding exterior windows).
 11. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
 12. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
- B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:
1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
 2. Remove fingerprints from walls, woodwork and doorframes.

3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
 4. Wipe walls and light switches as necessary.
 5. Clean restroom in jail cell.
- C. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility:
1. High dusting. (High partitions and moldings).
 2. Dust or vacuum outside of air conditioning vents including restrooms.
 3. Dust all blinds.
 4. Dust all baseboards including restrooms.
 5. Dust all fire extinguisher closets.
 6. Dust window ledges.
 7. Wipe down interior doors.

End of PBSO District 10 Substation Technical Specifications

**TECHNICAL SPECIFICATIONS
SPECIFIC TO:**

Public Works Department
650 Old Dixie Highway, Lake Park, Florida 33403

IN GENERAL

The Public Works Department consists of three buildings on a single site.

The two story Administration facility houses the Director, his Assistant, and the Project Manager, four office areas, an executive kitchenette, a staff break room with kitchenette, and a conference room. There are two, tiled bathrooms with showers, approximately 50 square feet each and a 20 sq.ft. wash room. The floor covering is approximately 950 sq.ft. of commercial glue down carpeting, 675 sq.ft. of concrete, and 550 sq.ft. of ceramic tile. There is a 13 step, carpeted service stairway.

The Vehicle Maintenance office is a 170 sq.ft. carpeted area with a bathroom and a washroom. There is approximately 65 sq.ft. of ceramic tile in these two "wet" areas.

The Facilities Maintenance barn has a 65 sq.ft. washroom with two toilet stalls with ceramic tile flooring. There is a 25 sq.ft. shower with a concrete floor. There is a utility "wash-up" sink out on the floor.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **2 times per week**, Tuesday and Thursday between the hours of 4:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
1. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
2. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
3. Clean conference room table and dust chairs and all other furniture in the room.

4. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
5. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
6. Remove all cobwebs; remove fingerprints from doors and partition glass.
7. Clean all building entrance doors, disinfect door handles.
8. Clean and disinfect all restrooms in all three (3) buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
9. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
10. Clean all open stairwell surfaces.

B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
4. Wipe walls and light switches as necessary.

C. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility:

1. High dusting. (High partitions and moldings).
2. Dust or vacuum all ceiling vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.

5. Dust all fire extinguisher closets.
6. Dust window ledges.

End of Public Works Department Technical Specifications

**TECHNICAL SPECIFICATIONS
SPECIFIC TO:**

Lake Park Harbor Marina
105 and 103 Lake Shore Drive, Lake Park, Florida 33403

IN GENERAL

The Lake Park Harbor Marina is a Town operated marina and public boat launching facility serving tourists, transient, and resident boaters. Public restroom facilities that serve the boat launching facilities are used by approximately 35 people per day; and restroom, shower and laundry facilities for occupants of the marina are used by approximately 60 persons per day.

Not part of the weekly cleaning contract are the Marina office and the second floor, rental meeting room. The flooring consists of approximately 1,250 square feet of waxed vinyl flooring.

The weekly cleaning contract is only for the public restrooms and limited access bathrooms with showers.

There are two, 55 sq.ft. public restrooms with tile, next to the public boat ramp located at the south of the facility. Each restroom has one toilet and one sink.

The men's and women's limited access bathrooms with showers are located in the Marina office building at the north end of the facility. Each bathroom measures approximately 290 sq.ft. and has two fully tiled shower stalls. There are a total of eight toilets and/or urinals and four sinks.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **4 times per week**, Monday, Wednesday, Friday, and Saturday including holidays, between the hours of 6:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Clean and disinfect all restrooms in both buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Thoroughly sweep and then wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

2. Clean and disinfect all showers, including tile walls, floors, faucets, drains, and shower heads. Remove all mildew, mold, soap scum and residue from all surfaces including shower curtains.

3. Clean and disinfect all sinks, counters, soap and towel dispensers. Remove all soap scum and residue.
 4. Empty trash, recycling and waste containers (wash and disinfect trash lids and containers as needed before replacing liner) in all rooms, hallways and areas immediately outside of restrooms and bathrooms. Empty and disinfect sanitary napkin disposal containers.
 5. Remove all cobwebs; remove fingerprints from doors and walls. Disinfect all entry door handles.
- B. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility:
1. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains.
 2. Dust or vacuum all ceiling vents including restrooms.

End of Lake Park Harbor Marina Technical Specifications

**TECHNICAL SPECIFICATIONS
SPECIFIC TO:**

Lake Shore Park Public Restroom
701 Lake Shore Drive, Lake Park, Florida 33403

IN GENERAL

The Lake Shore Park Public Restroom is a 380 square foot facility with both a men's and a lady's room. It has painted concrete floors and walls and a total of three toilets, one urinal, and four sinks. It is situated between the tennis courts and the rental pavilion. There is a chrome dished, chilled water fountain in the foyer.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **5 times per week**, Monday, Wednesday, Thursday, Friday and Saturday between the hours of 3:00 p.m. and 6:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect two (2) restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, and soap dispensers with designated materials. Wet mop floors with green products. Gather all waste paper and dispose in proper receptacles. Painted surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

B. The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility:

1. Hose down walls and floors, spray with disinfectant, scrub with a stiff brush, and rinse. Squeegee water out of the building.

End of Lake Shore Park Public Restroom Technical Specifications

END OF TECHNICAL SPECIFICATIONS SECTION

BID FORM: No. 107-2012

**CUSTODIAL SERVICES TERM CONTRACT
VARIOUS TOWN LOCATIONS
TOWN OF LAKE PARK**

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

In accordance with the plans and specifications noted in this Bid document, the **FIRST, TWELVE MONTH LUMP SUM TOTAL BASE BID** for this project is:

_____ (\$ _____)

Required documents attached?	(Yes or No)
- Schedule of Bid Items	_____
- Acknowledge Addenda # ____ (if issued)	_____
- Bid bond (minimum of 5% of total bid (signed)	_____
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- 'Drug Free Workplace' Cert. (signed)	_____
- List of References	_____
- Statement of Capacity to Perform	_____
- Resumes of Principals, Management, & Supervisory Personnel	_____
- List of Equipment to be Used In Daily Cleaning Routines	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Proof of Fidelity Bonding Capability	_____

NAME OF FIRM _____

ADDRESS _____

PHONE# _____ FAX# _____

AUTHORIZED SIGNATURE _____

NAME & TITLE (TYPED or PRINTED) _____

POINT OF CONTACT EMAIL ADDRESS: _____

DATE: _____ TAX PAYER ID#: _____

**CUSTODIAL SERVICES TERM CONTRACT
VARIOUS TOWN LOCATIONS
TOWN OF LAKE PARK BID NO. 107-2012**

SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization and Registration with Town	L.S.	1	\$ _____
3.	Provide labor, supervision, equipment, and supplies, required to professionally clean the listed Town facilities for 12 months:			
	A. Town Hall	L.S.	1	\$ _____
	a. Initial cleaning to bring location into contract compliance	Job	1	\$ _____
	B. PBSO Substation	L.S.	1	\$ _____
	b. Initial cleaning to bring location into contract compliance	Job	1	\$ _____
	C. Public Works Department	L.S.	1	\$ _____
	c. Initial cleaning to bring location into contract compliance	Job	1	\$ _____
	D. Lake Park Harbor Marina	L.S.	1	\$ _____
	d. Initial cleaning to bring location into contract compliance	Job	1	\$ _____
	E. Lake Shore Park Restrooms	L.S.	1	\$ _____
	e. Initial cleaning to bring location into contract compliance	Job	1	\$ _____

BASE BID: TOTAL ITEMS 1 THRU 3 \$ _____

Written Amount \$ _____

4. UNIT PRICES (On an "As Needed" Basis):

Power Scrub Ceramic Tile \$ _____ per square foot

Strip & Wax Paver Tile \$ _____ per square foot

UNIT PRICES (continued)

Strip & Seal Wood Flooring	\$ _____	per square foot
Strip & Wax Vinyl Tile	\$ _____	per square foot
Carpet Extraction	\$ _____	per square foot
Window Cleaning (Interior)	\$ _____	(1) large window
	\$ _____	(1) medium window
	\$ _____	(1) small window
Window Cleaning (Exterior)	\$ _____	(1) large window
	\$ _____	(1) medium window
	\$ _____	(1) small window
Hourly Labor Rate, Heavy Cleaning	\$ _____	
Hourly Labor Rate, Porter Service	\$ _____	

Number of days to start work after Notice to Proceed: _____

.....

Submitted By: _____

Name of Firm: _____

Tel. No. _____ Fax No. _____

E-mail Address _____

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID.
CONSIDERATION SHALL BE GIVEN TO UNIT PRICING.

CLARIFICATIONS/EXCEPTIONS

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

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
-------------------------------	----------------------------------	-----------------------------

1) _____

2) _____

3) _____

4) _____

5) _____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

Authorized Signature (Date)

Name & title (typed)

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

REFERENCE #2

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

REFERENCE #3

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

LIST OF EQUIPMENT TO BE USED IN DAILY CLEANING ROUTINES

APPENDIX A

PBSO VENDOR FINGERPRINT INSTRUCTIONS

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF



To PBSO Vendor/Contractor:

Appear in person with valid government issued picture ID at one of the Palm Beach County Sheriff's Office sites listed below for fingerprinting. Give the Fingerprint Aide this letter and inform them that you are an outside vendor/contractor and are being required by PBSO to have your fingerprints submitted electronically. (The below sites are the only PBSO sites which offer electronic submission of fingerprints).

Pine Trail Satellite Office
1937Q N Military Tr
WPB, FL 33409
561-688-3838
Hours of Operation 7am-7pm
Located on the SW corner of
Military Trail and Okeechobee Blvd.

Royal Palm Beach Substation
11498 Okeechobee Blvd
Royal Palm Beach, FL 33411
561-904-8290
Hours of Operation 8am-4pm
Located on the SE corner of
Royal Palm Beach Blvd and
Okeechobee Blvd.

Delray Beach Substation
345 S Congress Av 2nd floor
Delray Beach, FL 33445
561-274-1091
Hours of Operation 8am-4pm

Attention Fingerprint Aide:

Please submit the prints of the holder of this document under MAP to PBSO ORI FL0500000. Write the TCN the subject's prints were recorded under below and include the exact way their name was transmitted. ****Advise the vendor to return this completed document to PBSO to receive their ID badge****

TCN:

70SX50_00000 _ _ _ _ _

Name as it was transmitted:

Date prints were submitted:

Submitted by Fingerprint Aide:



PALM BEACH COUNTY SHERIFF'S OFFICE

FINGERPRINTING SERVICES

Monday thru Friday only*

www.pbso.org

g

There is a charge of \$10.00 (cash only) per card for general public fingerprinting. Photo I.D. required.

DELRAY BEACH

SHERIFF'S OFFICE SUBSTATION

2nd FLOOR at the INFORMATION BOOTH

345 South Congress Avenue, Delray Beach, FL 33445

(561) 274-1091

Hours of Operation 8AM-4PM (Mon.-Fri.)

General Public

W Atlantic Ave

PINE TRAIL CENTER

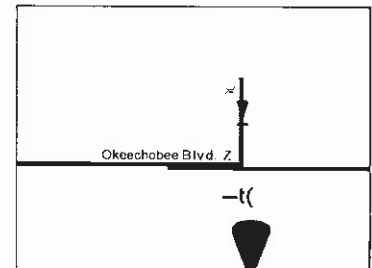
SHERIFF'S OFFICE SATELLITE

1937 Q North Military Trail, West Palm Beach, FL 33409

(561) 688-3838

Hours of Operation 7AM-7PM (Mon.-Fri.)

General Public



ROYAL PALM BEACH

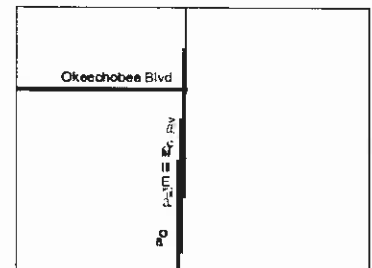
SHERIFF'S OFFICE SUBSTATION

11498 Okeechobee Blvd., Royal Palm Beach, FL 33411

(561) 904-8290

Hours of Operation 8AM-4PM (Mon.-Fri., *closed Wed.)

General Public



CENTRAL DETENTION CENTER

SHERIFF'S OFFICE FACILITY

673 Fairgrounds Road, West Palm Beach, FL 33411



Legals

Legal Notices

Legal Notices

Legal Notices

NO. 19935

TOWN OF LAKE PARK
NOTICE TO BIDDERS

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

CUSTODIAL SERVICES TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LAKE PARK HARBOR MARINA, AND LAKE SHORE PARK BATHROOMS TOWN OF LAKE PARK
Town Bid No. 107-2012

The work shall generally consist of daily as well as alternate day commercial cleaning services for the interiors of five municipal buildings in the Town of Lake Park. Services shall range from cleaning municipal operations office space at three locations, Town Hall, Public Works (two separate office spaces plus an Operations wash room), and the PBSO Substation to the cleaning of a public park restroom and the controlled access shower facilities at the Lake Park Harbor Marina.

NOTE: Palm Beach County recognizes the Town of Lake Park's PBSO Substation as a critical facility. Pursuant to County Ordinance 2003-030, any contract worker, in order to obtain unescorted access to a critical facility, shall be required to undergo a criminal history record check. Any contract worker making application that is found to have a disqualifying criminal offense will be denied access to the critical facility.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m. on Tuesday, October 30, 2012, at the Town of Lake Park Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time shall be returned unopened. Receipt of a bid by any Town office receptionist or personnel other than the Clerk's Office does not constitute receipt as required by this solicitation.

Project Documents: Bid documents will be available Monday, October 8, 2012, and may be obtained by calling on the Town Clerk at 535 Park Avenue, Lake Park, Florida (561-891-3351) 8:30 a.m. to 5:00 p.m., Monday through Friday, and upon payment of a \$15.00 non-refundable fee for each bid set. Bids shall be submitted on the form(s) provided.

Pre-Bid Conference: A MANDATORY PRE-BID CONFERENCE with site inspections is scheduled for 1:00 p.m. Friday, October 19, 2012, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents: Envelope containing bid must be sealed and clearly marked "Custodial Services Term Contract Various Town Locations, Town of Lake Park, Florida, Bid No. 107-2012, Attn: TOWN CLERK".

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

Bid security in the form of a Bid Bond acceptable to the Town, or Cashier's Check made payable to the Town of Lake Park in an amount equal to five percent (5%) of the bid, will be required. A fidelity bond in the form of a Janitorial Services Bond, in the amount of \$50,000, will be required. The Surety Company shall have at least the minimum ratings of A- Class VI or higher, as described in the Instructions to Bidders.

Bids shall be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on Tuesday, October 30, 2012. Award of the bid will be made at a Town of Lake Park Regular Commission Meeting.

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

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

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

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

Vivian M. Lemley, CMC,
Town Clerk Town of Lake Park, Florida
PUB: The Palm Beach Post
October 7, 2012



Thursday, November 29, 2012

Town of Lake Park
Mr. Blake Rane
Finance Director
535 Park Avenue
Lake Park, FL 33403

Re: Formal Bid Protest Submission

Dear Mr. Rane:

Via this communication SparkleTeam is filing a formal bid protest submission on Town Bid No. 107-2012.

Upon review of the Notice of Intent to Award Custodial Services Term Contract and the associated information on the Town of Lake Park website, we would like to bring to your attention the following:

- The pricing offered by SparkleTeam for the initial cleaning combined with the three year pricing is \$5.88 less expensive than USSI over the three year period, making SparkleTeam's bid the lowest and in compliance with the Town of Lake Park's selection criteria. A spreadsheet is attached for your review.
- Given that the pricing provided by SparkleTeam and USSI is very close, we would like to point out that SparkleTeam is a company based in Palm Beach County and is a woman-owned minority business enterprise certified by the State of Florida.

Given the above information and the fact that our bid has been deemed "responsive," SparkleTeam respectfully requests that SparkleTeam be awarded the contract for Custodial Services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Arely Castellón'.

M. Arely Castellón
President | LEED Green Associate

Cc: Mr. David Hunt, Public Works Director ✓
Ms. Vivian Mendez Lemley, CMC, Town Clerk
Dr. Dale S. Sugerman, Ph.D., Town Manager



Item	Item Description	ST/IC	Year 1	Year 2	Year 3	Total ST	US\$ / IC	Year 1	Year 2	Year 3	Total US\$
1	Idemnification	\$ 100.00				\$ 100.00	\$ 100.00				\$ 100.00
2	Mob. & Regis. with Town	\$ 50.00				\$ 50.00	\$ 150.00				\$ 150.00
2a	Crim. History Records Check	\$ 300.00				\$ 300.00	\$ 300.00				\$ 300.00
3	Labor:										
3A	Town Hall		\$ 12,480.00	\$ 12,480.00	\$ 12,480.00	\$ 37,440.00		\$ 10,560.00	\$ 10,560.00	\$ 10,560.00	\$ 31,680.00
3a	Initial Clean	\$ 200.00				\$ 200.00	\$ 150.00				\$ 150.00
3B	PBSO Substation		\$ 3,400.00	\$ 3,400.00	\$ 3,400.00	\$ 10,200.00		\$ 3,744.00	\$ 3,744.00	\$ 3,744.00	\$ 11,232.00
3b	Initial Clean	\$ 500.00				\$ 500.00	\$ 160.00				\$ 160.00
3C	Public Works Dept		\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 7,920.00		\$ 3,456.00	\$ 3,456.00	\$ 3,456.00	\$ 10,368.00
3c	Initial Clean	\$ 100.00				\$ 100.00	\$ 60.00				\$ 60.00
3D	Lake Park Harbor Marina		\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 11,700.00		\$ 3,264.00	\$ 3,264.00	\$ 3,264.00	\$ 9,792.00
3d	Initial Clean	\$ 50.00				\$ 50.00	\$ 40.00				\$ 40.00
3E	Lake Shore Park Restrooms		\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 8,784.00		\$ 4,224.00	\$ 4,224.00	\$ 4,224.00	\$ 12,672.00
3e	Initial Clean	\$ -				\$ -	\$ 40.00				\$ 40.00
	Base Bid Total	\$ 1,300.00	\$ 25,348.00	\$ 25,348.00	\$ 25,348.00	\$ 77,344.00	\$ 1,000.00	\$ 25,248.00	\$ 25,248.00	\$ 25,248.00	\$ 76,744.00
	Annual Floor Work:										
	Strip & Refinish Pavers		\$ -	\$ -	\$ -	\$ -		\$ 102.00	\$ 102.00	\$ 102.00	\$ 306.00
	Strip & Refin. Town Hall Tile	425	\$ -	\$ -	\$ -	\$ -		\$ 11.00	\$ 11.00	\$ 11.00	\$ 33.00
	Power Scrub 5 Town Hall Rstrm:	50	\$ -	\$ -	\$ -	\$ -		\$ 44.96	\$ 44.96	\$ 44.96	\$ 134.88
	Power Scrub Tile in PW	562	\$ -	\$ -	\$ -	\$ -		\$ 44.00	\$ 44.00	\$ 44.00	\$ 132.00
	550										
	Total Annual Floor Work		\$ -	\$ -	\$ -	\$ -		\$ 201.96	\$ 201.96	\$ 201.96	\$ 605.88
	Combined Totals					\$ 77,344.00					\$ 77,349.88

SparkleTeam Savings: \$ (5.88)

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 3*

Agenda Title: Resolution No. -12-12 In support of the Palm Beach County Health Department Effort to Urge Local Tobacco Retailers to Refrain from Marketing and Selling Flavored Tobacco Products

- | | |
|--|---|
| <input checked="" 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 *[Signature]* Date: *12/17/12*

Vivian Mendez Lemley – Town Clerk on behalf of Mayor James DuBois
Name/Title

Originating Department: Town Clerk/Mayor	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Emails from Janiece Davis, Mayor DuBois and Town Manager Sugerman; Resolutions of support from other municipalities
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>VAL</i> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background. At the November 5, 2012 Regular Commission meeting Caitlyn Johnston, a student from Matlock Preparatory, approached the podium, and urged the support of the Commission to urge local tobacco retailers to refrain from marketing and selling flavored tobacco products. The attached Resolution is simply a measure of support for the Palm Beach County Health Department's Tobacco Prevention and Control Program a component of which is a youth advocacy program dedicated to raising awareness about the marketing tactics used by the tobacco industry to gain youth smokers.

Recommended Motion: Adopt the attached Resolution.

RESOLUTION NO. 34-12-12

A RESOLUTION BY TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS, TO REFRAIN FROM SELLING AND MARKETING FLAVORED TOBACCO PRODUCTS, WHICH TEND TO PROMOTE AND INFLUENCE UNDERAGE AND/OR YOUTHFUL CONSUMPTION.

WHEREAS, tobacco use is the leading cause of preventable death in both the United States and in the State of Florida, and nearly 90 percent of tobacco users initiated use before they were 18 years old; and

Whereas, each day in the United States, more than 4,000 youth try smoking for the first time, and another 2,000 become regular daily smokers; and

Whereas, the Campaign for Tobacco-Free Kids estimates that 28.7 million packs of cigarettes are purchased or consumed by minors in Florida annually; and

Whereas, tobacco industry advertising and promotional activities directly account for approximately one third of adolescent experimentation with smoking; and

Whereas, the 1998 Tobacco Master Settlement Agreement (MSA) strictly forbids cigarette manufactures from directly or indirectly targeting youth in the advertising, marketing, and promotion of tobacco productions aimed at initiating, maintaining, or increasing youth smoking; and

Whereas, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like and sweet flavors in tobacco products and also show that tobacco companies think it is unfair that they cannot directly market their products to youth; and,

Whereas, a 2004 study by the Food and Drug Administration (FDA) found that while only 6.7 percent of adults ages 25 years and older reported smoking flavored tobacco products, 22.8 percent of teens reported using them; and,

Whereas, candy flavoring masks the initial harsh reactions that occur when experimenting with tobacco products and advertising and marketing campaigns downplay the harmful effects of these products; and,

Whereas, a study found that youth believe candy-flavored tobacco products are "safer" and "taste better" than traditional tobacco products; and,

Whereas, surveys conducted by the Students Working Against Tobacco youth identified tobacco products flavored with grape, wine, cream, apple, cherry, and numerous other flavors in various retailers throughout Palm Beach County, and;

Whereas, surveys conducted by the Students Working Against Tobacco youth identified tobacco products flavored with grape, wine, cream, apple, cherry, and numerous other flavors in various retailers throughout Palm Beach County, and;

Whereas, some of these tobacco products, specifically flavored cigars, cigar rolling papers, and hookah products are also used as drug paraphernalia for smoking marijuana, and;

Whereas, in 2010, 7.5 percent of Palm Beach County middle school students and 20.5 percent of Palm Beach County high school students reported current tobacco use.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK TOWN COMMISSION:

That the Town Commission of the Town of Lake Park urges all local retailers who sell tobacco products where youth have access to their stores or products to cease the sale and marketing of all flavored tobacco products, including but not limited to cigars, cigarillos, bidis, smokeless tobacco products, hookah tobacco, and cigar/cigarette rolling papers, in order to reduce the exposure and use of tobacco products in Lake Park, Florida.

Vivian Lemley

From: Dale Sugerman
Sent: Tuesday, November 20, 2012 11:39 AM
To: Vivian Lemley
Cc: James DuBois
Subject: FW: Potential Resolution for Consideration
Attachments: Town of Lake Park Resolution.doc; West Palm Beach Signed Resolution 6-25-12.pdf; Jupiter Signed Resolution 8-4-11.pdf; Pahokee Signed Resolution 8-23-11.pdf; Palm Springs November 10 2011 Agenda.pdf; Riviera Beach Signed Resolution 1-18-12.pdf; South Bay Signed Resolution 9-20-11.pdf; PBC Flavored Fact Sheet - Print.pdf; CFT Resolution Map 9-30-2012.ppt

Vivian-

As you can see herein, the Mayor has provided us with a variety of resolutions (including one crafted for the Town of Lake Park) on the topic of flavored tobacco products. The Lake Park example needs a little bit of work, but not much. I'll leave it up to you to determine if we should put this on the 12/5 agenda or the 12/19 Agenda. I'm fine with either one. Please let me know your thoughts.

Thanks,

Dale

From: James DuBois
Sent: Tuesday, November 20, 2012 10:59 AM
To: Dale Sugerman
Cc: 'janiece_davis@doh.state.fl.us'
Subject: FW: Potential Resolution for Consideration

Hi Dale, regarding our discussion yesterday, I believe the word doc attached is the template for the proposed resolution. I don't know if there is urgency suggesting the Dec. 5th meeting would be a preferred date or if the Dec 19th meeting will suffice? Have we missed the deadline for the 12/5/12 agenda?

At this point might we simply move forward with this as a Town initiated resolution and notify Ms. Davis, and others of our preferred agenda date. I have copied Ms. Davis with this email.

Thanks, jdb

James DuBois
Mayor, Town of Lake Park
561-718-8989 cell

From: janiece_davis@doh.state.fl.us [mailto:janiece_davis@doh.state.fl.us]
Sent: Thursday, October 25, 2012 10:53 AM
To: James DuBois; Kendall Rumsey
Cc: caitlyn4795@gmail.com; johnston27@bellsouth.net
Subject: Potential Resolution for Consideration

Good morning Mayor DuBois and Vice Mayor Rumsey:

My name is Janiece Davis and I am the Tobacco Prevention Specialist for the Palm Beach County Health Department's Tobacco Prevention and Control Program. Two major components of our program are the Tobacco Free Partnership of Palm Beach County and Students Working Against Tobacco (SWAT), a youth advocacy program dedicated to raising awareness about the marketing tactics used by the tobacco industry to gain youth smokers.

In recent months, Matlock Preparatory student Caitlyn Johnston and members of the Partnership have been working to increase awareness of the harm caused by the marketing and selling of flavored tobacco products. Many people do not realize that tobacco products come in many flavors, including "candy" flavors, such as grape, strawberry, chocolate, and caramel. These flavored tobacco products tend to promote and influence underage consumption.

Caitlyn and the Tobacco-Free Partnership would like the Town of Lake Park to support us in our efforts to urge local tobacco retailers to refrain from marketing and selling flavored tobacco products. In particular, we would like the Council to consider passing the attached non-binding resolution. This action would align with those of several other Palm Beach County municipalities, including West Palm Beach, Jupiter, South Bay, Pahokee, Palm Springs, and Riviera Beach. The resolution is simply a measure of support for our program's efforts to reduce youth exposure to tobacco products that are developed specifically to target underage youth, and will not require removal of any products from retailers. Attached you will find signed copies thereof. I have also attached a map of Florida that shows which counties and cities across the state have passed resolutions related to flavored tobacco products, as well as a fact sheet about these products.

Caitlyn is available to meet to present further information on this issue if need be and has been copied on this email. Please advise as to possible next steps. If such a resolution has passed, please notify us so we can notify Tallahassee and add it to our statewide map. Thank you for your time and consideration.

Sincerely,

Janiece N. Davis, MPH

Health Educator Consultant
Palm Beach County Health Department
800 Clematis Street, Room 3301
West Palm Beach, FL 33401
Phone: 561-671-4094
Fax: 561-837-5200
Cell: 561-578-1909
Email: Janiece.Davis@doh.state.fl.us

Learn more about the "Champions for the Healthiest Community in the Nation" at www.pbchd.com.

RESOLUTION NO. 12-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS TO REFRAIN FROM SELLING AND MARKETING FLAVORED TOBACCO PRODUCTS, WHICH TEND TO PROMOTE AND INFLUENCE UDNERAGE AND YOUTHFUL CONSUMPTION OF THESE PRODUCTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tobacco use is the leading cause of preventable death in both the United States and the State of Florida, with nearly 90 percent of tobacco users beginning to smoke before their 18th birthdays; and

WHEREAS, every day in the United States, more than 4,000 young people under age 18 are estimated to sample smoking for the first time, with half of them becoming regular daily smokers; and

WHEREAS, the Campaign for Tobacco-Free Kids estimates that 28.7 million packs of cigarettes are purchased or consumed by minors in the State of Florida each year; and

WHEREAS, in Palm Beach County, 7.5 percent of middle school students and 20.5 percent of high school students report current tobacco use; and

WHEREAS, the 1998 Tobacco Master Settlement Agreement strictly forbids cigarette manufacturers from targeting youth in advertising, marketing and promotion of tobacco products;

WHEREAS, according to internal tobacco industry documents, manufacturers appear to be intentionally targeting minors through the use of candy-like and sweet-flavored tobacco products; and

WHEREAS, the Food and Drug Administration found in 2004 that less than seven percent of adults aged 25 or older reported smoking flavored tobacco products, while nearly 30 percent of teens reported using them, believing these products are "safer" and "taste better"; and

WHEREAS, surveys conducted by the statewide group Students Working Against Tobacco discovered tobacco products with grape, cream, apple, cherry and other flavorings were being sold in various retail outlets throughout Palm Beach County and the State of Florida.

RESOLUTION NO- 12-12
PAGE 2

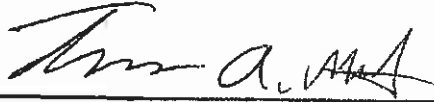
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

Section 1: The City Council hereby urges all local retailers who sell tobacco products to cease the sale and marketing of all flavored tobacco products in order to reduce the exposure and use of tobacco products by minors in the City.

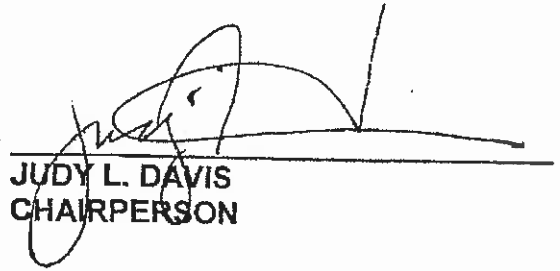
Section 2: This resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 18TH day of JANUARY, 2012.

APPROVED:



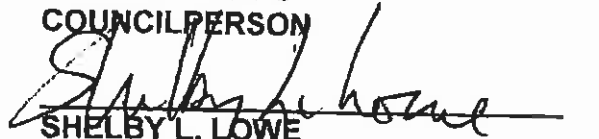


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:


GARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK
BILLIE E. BROOKS
CHAIR PRO-TEM
CEDRICK A. THOMAS
COUNCILPERSON
DAWN S. PARDO
COUNCILPERSON
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/11/12

RESOLUTION NO. 44-11

**A RESOLUTION BY THE JUPITER TOWN COUNCIL
URGING LOCAL RETAILERS SELLING TOBACCO
PRODUCTS, TO REFRAIN FROM SELLING AND
MARKETING FLAVORED TOBACCO PRODUCTS, WHICH
TEND TO PROMOTE AND INFLUENCE UNDERAGE
AND/OR YOUTHFUL CONSUMPTION.**

WHEREAS, tobacco use is the leading cause of preventable death in both the United States and in the State of Florida, and nearly 90 percent of tobacco users initiated use before they were 18 years old; and

WHEREAS, each day in the United States, more than 4,000 youth try smoking for the first time, and another 2,000 become regular daily smokers; and

WHEREAS, the Campaign For Tobacco-Free Kids estimates that 28.7 million packs of cigarettes are purchased or consumed by minors in Florida annually; and

WHEREAS, tobacco industry advertising and promotional activities directly account for approximately one third of adolescent experimentation with smoking; and

WHEREAS, the 1998 Tobacco Master Settlement Agreement (MSA) strictly forbids cigarette manufactures from directly or indirectly targeting youth in advertising, marketing, and promotion of tobacco productions aimed at initiating, maintaining, or increasing youth smoking; and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like and sweet flavors in tobacco products and also show that tobacco companies think it is unfair that they cannot directly market their products to youth; and,

WHEREAS, a 2004 study by the Food and Drug Administration (FDA) found that while only 6.7 percent of adults ages 25 years and older reported smoking flavored tobacco products, 22.8% of teens reported using them; and,

WHEREAS, candy flavoring masks the initial harsh reactions that occur when experimenting with tobacco products and advertising and marketing campaigns downplay the harmful effects of these products; and,

WHEREAS, a study found that youth believe candy-flavored tobacco products are "safer" and "taste better" than traditional tobacco products; and,

WHEREAS, surveys conducted by the Students Working Against Tobacco youth identified tobacco products flavored with Grape, Wine, Cream, Apple, cherry, and numerous other flavors in various retailers throughout Palm Beach County, and;

WHEREAS, some of these tobacco products, specifically flavored cigars, cigar rolling papers, and hookah products are also used as drug paraphernalia for smoking marijuana, and;

WHEREAS, in 2010, 7.5% of Palm Beach County middle school students and 20.5% of Palm Beach County high school students reported current tobacco use.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL

OF THE TOWN OF JUPITER, FLORIDA

Section 1. The Whereas clauses are incorporated herein as the findings of the Town Council.

Section 2. The Town Council hereby urges all local retailers who sell tobacco products where youth have access to their store or products to cease the sale and marketing of all flavored tobacco products, including but not limited to cigars, cigarillos, bidis, smokeless tobacco products, hookah tobacco, and cigar/cigarette rolling papers, in order to reduce the exposure and use of tobacco products in Jupiter, Florida.

Section 3. This Resolution shall take effect upon adoption.


July 25, 2011

The foregoing Resolution was offered by Councilor Todd R. Wodraska, who moved its adoption. The motion was seconded by Councilor Robert M. Friedman, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	X	_____
VICE-MAYOR JIM KURETSKI	X	_____
COUNCILOR ROBERT M. FRIEDMAN	X	_____
COUNCILOR WENDY HARRISON	Absent	_____
COUNCILOR TODD R. WODRASKA	X	_____

The Mayor thereupon declared the foregoing Resolution 44-11 duly passed and adopted this 4th day of August, 2011.


TOWN OF JUPITER, FLORIDA

BY: 
 KAREN J. GOLONKA
 MAYOR

ATTEST:


 SALLY M. BOYLAN, MMC
 TOWN CLERK

(TOWN SEAL)


 THOMAS J. BAIRD, ESQ.
 Approved as to form and
 legal sufficiency

RESOLUTION 2011-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS, TO REFRAIN FROM SELLING AND MARKETING FLAVORED TOBACCO PRODUCTS, WHICH TEND TO PROMOTE AND INFLUENCE UNDERAGE AND/OR YOUTHFUL CONSUMPTION.

WHEREAS, tobacco use is the leading cause of preventable death in both the United States and in the State of Florida, and nearly 90 percent of tobacco users initiated use before they were 18 years old; and

WHEREAS, each day in the United States, more than 4,000 youth try smoking for the first time, and another 2,000 become regular daily smokers; and

WHEREAS, the Campaign For Tobacco-Free Kids estimates that 28.7 million packs of cigarettes are purchased or consumed by minors in Florida annually; and

WHEREAS, tobacco industry advertising and promotional activities directly account for approximately one third of adolescent experimentation with smoking; and

WHEREAS, the 1998 Tobacco Master Settlement Agreement (MSA) strictly forbids cigarette manufactures from directly or indirectly targeting youth in advertising, marketing, and promotion of tobacco productions aimed at initiating, maintaining, or increasing youth smoking; and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like and sweet flavors in tobacco products and also show that tobacco companies think it is unfair that they cannot directly market their products to youth; and,

WHEREAS, a 2004 study by the Food and Drug Administration (FDA) found that while only 6.7 percent of adults ages 25 years and older reported smoking flavored tobacco products, 22.8% of teens reported using them; and,

WHEREAS, candy flavoring masks the initial harsh reactions that occur when experimenting with tobacco products and advertising and marketing campaigns downplay the harmful effects of these products; and,

WHEREAS, a study found that youth believe candy-flavored tobacco products are "safer" and "taste better" than traditional tobacco products; and,

WHEREAS, surveys conducted by the Students Working Against Tobacco youth identified tobacco products flavored with Grape, Wine, Cream, Apple, cherry, and numerous other flavors in various retailers throughout Palm Beach County; and;

WHEREAS, some of these tobacco products, specifically flavored cigars, cigar rolling papers, and hookah products are also used as drug paraphernalia for smoking marijuana, and;

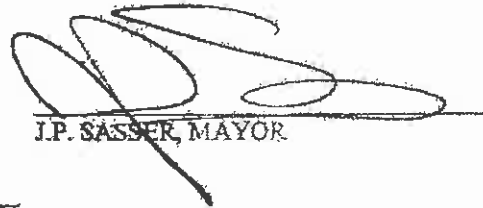
WHEREAS, in 2010, 7.5% of Palm Beach County middle school students and 20.5% of Palm Beach County high school students reported current tobacco use.

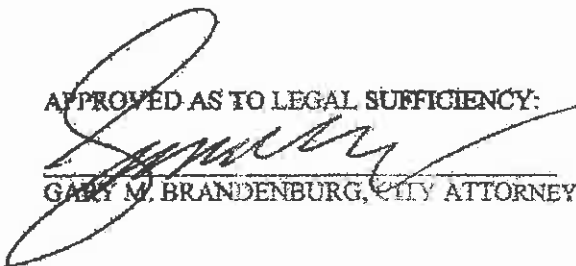
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE:

That the City Commission of the City of Pahokee urges all local retailers who sell tobacco products where youth have access to their store or products to cease the sale and marketing of all flavored tobacco products, including but not limited to cigars, cigarillos, bidis, smokeless tobacco products, hookah tobacco, and cigar/cigarette rolling papers, in order to reduce the exposure and use of tobacco products in Pahokee, Florida.

ATTESTED:


ANIKA SINCLAIR, INTERIM CITY CLERK


J.P. SASSER, MAYOR

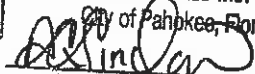
APPROVED AS TO LEGAL SUFFICIENCY:

GARY M. BRANDENBURG, CITY ATTORNEY

Mayor Sasser
Commissioner Babb
Commissioner Biggs
Vice Mayor Crawford
Commissioner Walker

yes
yes
yes
abs
yes



I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida


City Clerk 8/23/11
Date

*The
City
of
West Palm Beach*



CITY CLERK
P.O. Box 3366
West Palm Beach, FL 33402
Telephone: 561/822-1210 Fax: 561/822-1214

"The Capital City of the Palm Beaches"

June 29, 2012

**Janiece Davis
Palm Beach County Health Department
800 Clematis Street
Room 3-301
West Palm Beach, FL 33401**

SUBJECT: Resolution No. 160-12

Dear Ms. Davis:

Enclosed is a certified copy of Resolution No. 160-12, which was adopted by the West Palm Beach City Commission on June 25, 2012. It is being forwarded to you as directed in Section 2 of the resolution. The resolution is urging local retailers selling tobacco products where youth have access, to cease the sale and marketing of all flavored tobacco products to such youths.

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

Sincerely,

City Clerk's Office

Enclosure

"An Equal Opportunity Employer"

RESOLUTION NO. 160-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS WHERE YOUTH HAVE ACCESS, TO CEASE THE SALE AND MARKETING OF ALL FLAVORED TOBACCO PRODUCTS TO SUCH YOUTHS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, tobacco use is the leading cause of preventable death in both the United States and in the State of Florida, and nearly 90 percent of tobacco users initiated use before they were 18 years old; and

WHEREAS, each day in the United States, more than 4,000 youth try smoking for the first time, and another 2,000 become regular daily smokers; and

WHEREAS, the Campaign For Tobacco-Free Kids estimates that 28.7 million packs of cigarettes are purchased or consumed by minors in Florida annually; and

WHEREAS, tobacco industry advertising and promotional activities directly account for approximately one third of adolescent experimentation with smoking; and

WHEREAS, the 1998 Tobacco Master Settlement Agreement (MSA) strictly forbids cigarette manufactures from directly or indirectly targeting youth in advertising, marketing, and promotion of tobacco productions aimed at initiating, maintaining, or increasing youth smoking; and

WHEREAS, a 2004 study by the Food and Drug Administration (FDA) found that while only 6.7 percent of adults ages 25 years and older reported smoking flavored tobacco products, 22.8% of teens reported using them; and

WHEREAS, candy flavoring masks the initial harsh reactions that occur when experimenting with tobacco products and advertising and marketing campaigns downplay the harmful effects of these products; and

WHEREAS, a study found that youth believe candy-flavored tobacco products are "safer" and "taste better" than traditional tobacco products; and

WHEREAS, surveys conducted by the Students Working Against Tobacco use identified tobacco products flavored with Grape, Wine, Cream, Apple, cherry, and numerous other flavors in various retailers throughout Palm Beach County; and

WHEREAS, some of these tobacco products, specifically flavored cigars, cigar rolling papers, and hookah products are also used as drug paraphernalia for smoking marijuana; and

WHEREAS, in 2010, 7.5% of Palm Beach County middle school students and 20.5% of Palm Beach County high school students reported current use of tobacco and the City Commission supports the efforts of The Palm Beach County Health Department's Tobacco Prevention and Control Program in discouraging tobacco use by underage persons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, THAT:

SECTION 1: That the City Commission of the City of West Palm Beach urges all local retailers who sell tobacco products where youth have access to cease the sale and marketing of all flavored tobacco products, including but not limited to cigars, cigarillos, bidis, smokeless tobacco products, hookah tobacco, and cigar/cigarette rolling papers, in order to reduce the exposure and use of tobacco products by underage persons.

SECTION 2: Upon execution of two originals of this Resolution by the Mayor, one original shall be forwarded to Janiece Davis, Palm Beach County Health Department 800 Clematis Street, Room 3-301, West Palm Beach, Florida. One fully executed original shall be retained by the City Clerk as a Public Record of the City of West Palm Beach.

SECTION 3: This Resolution shall take effect as provided by Law.

PASSED AND ADOPTED THIS 25th DAY OF June, 2012.

CITY OF WEST PALM BEACH
BY THE CITY COMMISSION

Seraldine Kuro
PRESIDING OFFICER

ATTEST:

Interim Anita J. Burch
CITY CLERK

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: SAT

Last printed 6-14-12

STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF WEST PALM BEACH

This copy is a true copy of the original on file in this office. WITNESS my hand and Official Seal. This 29th day of June, 2012.

Patricia Palmer
City of West Palm Beach
By: Patricia Palmer Deputy Clerk

RESOLUTION NO. 13R-2319

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA, URGING LOCAL VENDORS TO CEASE THE SALE AND MARKETING OF ALL CANDY FLAVORED TOBACCO PRODUCTS IN THE CITY OF SARASOTA, FLORIDA; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, tobacco use is the single most avoidable cause of death in the United States; and,

WHEREAS, almost 90 percent of tobacco users started before they were 18 years old; and,

WHEREAS, each day, more than 4,000 young people try smoking for the first time, and another 2,000 youth become regular daily smokers; and,

WHEREAS, the United States Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates; and,

WHEREAS, an estimated one-third of adolescent experimentation with smoking can be directly attributed to tobacco advertising and promotional activities; and,

WHEREAS, the Master Settlement Agreement (MSA) of 1998 between the state Attorney General and major tobacco companies forbids cigarette manufacturers from directly or indirectly targeting youth in advertising, marketing and promotion of tobacco products aimed at initiating, maintaining or increasing youth smoking; and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like flavors in tobacco products; and,

WHEREAS, research from the Harvard School of Public Health (published November 2005) found that cigarette makers are targeting young smokers with new candy and liqueur flavored brands that mask the harsh and toxic properties found in tobacco smoke. Tobacco companies use youth-oriented colorful and stylish packing, and exploit adolescents' attraction to candy flavors; and,

WHEREAS, national studies have found that the vast majority of people who are using these flavored tobacco products are youth and young adults; and

WHEREAS, the Florida Youth Tobacco Survey shows that over 85% of tobacco obtained by the youth in Sarasota County is obtained through social sources rather than direct, underage purchases by the minors themselves; and, therefore, existing age

restrictions are inadequate protection to keep these flavored products out of the hands of the primary users, youth; and,

WHEREAS, some of these tobacco products, especially flavored cigars and blunt wraps are also used as drug paraphernalia for smoking of marijuana; and,

WHEREAS, flavored tobacco products are defined as loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, shisha tobacco, smoking or snuffing tobacco products, and all other kinds and forms of tobacco, including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps prepared in such a manner with the purpose for chewing, inhaling, smoking or ingesting in any manner in which the product or any of its component parts (including the tobacco, filter, or paper) contain, as a constituent (including a smoking constituent) or additive, an artificial or nature flavor (other than tobacco or menthol) or an herb or spice, including but not limited to, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, coffee, or alcohol flavors, that is a characterizing flavor of the tobacco smoke.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. That the City Commission urges local vendors in the City of Sarasota who sell tobacco products to cease the sale and marketing of all flavored tobacco products, which are defined as loose tobacco including snuff flour, and fine cuts of plug and twist tobacco, chewing tobacco, snus, smoking or snuffing tobacco products, and all other kinds and forms of tobacco, including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps, prepared in such a manner with the purpose for chewing, inhaling, smoking or ingesting in any manner which have been flavored through the addition of natural or artificial flavorings, herbs, spices or other means with flavors characterizing fruit, candy, alcohol or other similar flavorings with the exception that menthol will not be included in this definition.

Section 2. That the City Commission urges residents and visitors not to purchase or use flavored tobacco products, as described above.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, Florida upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as authorized by Article IV, Section 2 of the Charter of the City of Sarasota this ____ day of _____, 2012.

CITY OF SARASOTA

Suzanne Atwell, Mayor

Attest:

Pamela M. Nadalini
City Auditor and Clerk

___ Mayor Atwell
___ Vice Mayor Shaw
___ Commissioner Caragiulo
___ Commissioner Snyder
___ Commissioner Turner

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. Tab 4

Agenda Title: Establishing the General Election

- [X] CONSENT AGENDA [] DISCUSSION/POSSIBLE ACTION
[] PRESENTATION/PROCLAMATION [X] RESOLUTION
[] PUBLIC HEARING [] ORDINANCE ON ___ READING
[] BID/RFP AWARD [] OTHER:

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

Vivian Mendez Lemley - Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$11,000.00), Attachments (Resolution Supervisor of Election Agreement), Advertisized (Date: 1/13/2013), and notification details.

Summary Explanation/Background: The Town of Lake Park will have four Commission seats up for the General Municipal Election on March 12, 2013. The attached Resolution establishes the election and expresses the Town's desire to have the Supervisor of Elections (SOE) office conduct the election.

Recommended Motion: Approve the Resolution Establishing the General Municipal Election.

RESOLUTION NO. 35-12-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF A GENERAL ELECTION WHICH SHALL BE HELD ON TUESDAY, MARCH 12, 2013 FOR THE PURPOSE OF ELECTING FOUR COMMISSIONERS TO THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH GENERAL ELECTION AS BEGINNING AT 12 NOON ON TUESDAY JANUARY 29, 2013 AND CONTINUING DURING THE TOWN'S BUSINESS HOURS THROUGH TUESDAY FEBRUARY 12, 2013 AND ENDING AT 12 NOON; REQUESTING THE SUPERVISOR OF ELECTIONS TO CONDUCT THE TOWN'S MARCH 12, 2013 ELECTION AND IF NECESSARY THE MARCH 26, 2013 RUN-OFF ELECTION; PROVIDING FOR THE PROCESSING OF ABSENTEE BALLOTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, Inc. ("League") formed an Ad Hoc Committee on Municipal Elections to work with the Palm Beach County Supervisor of Elections (SOE) establishing uniform terms and conditions under which services will be provided by the SOE to the municipalities for municipal elections and the respective responsibilities of the SOE and the municipalities; and

WHEREAS, the Agreement negotiated between the SOE and the League which is entitled "Agreement for Vote Processing Equipment Use and Election Services" (the Agreement) was presented and approved by the Town of Lake Park Commission at its Regular Commission Meeting of November 7, 2012; and

WHEREAS, the Town of Lake Park desires the SOE to conduct the Town's election scheduled for March 12, 2013 and if necessary the March 26, 2013 run-off election consistent with the terms of the Agreement; and

WHEREAS, the Agreement requires the Town of Lake Park to name the individuals who will serve as members of the Town's Canvassing Board for said election(s).

BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS;

Section 1. A General Election shall be held in the Town of Lake Park, Palm Beach County, Florida, ("Town") between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 12th day of March, 2013, and if necessary the Tuesday, on the 26th day of March, 2013 run-off election, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing Commissioners to the Commission of the Town.

Section 2. Tuesday, January 29, 2013 at 12:00 noon, is hereby designated as the opening date for those persons interested in qualifying for the office of Commissioners, for the General Election to be held on Tuesday, March 12, 2013; and establishing Tuesday, February 12, 2013 at 12:00 noon as the closing date for candidates for the office of Commissioner to file with the Town Clerk for the March 12, 2013 General Election.

Section 3. At least 30 days before Tuesday, February 12, 2013, but not more than 45 days before Tuesday, March 12, 2013, the Town Clerk of the Town shall post in three conspicuous places in the Town, one of which shall be at the front door of Town Hall, 535 Park Avenue, the notice of the General Election, and the offices on the Town Commission to be filled in the election.

Section 4. The SOE or her designee and the Town Clerk or her designee are hereby designated as members of the Town's Canvassing Board, enabling the designee to represent the Town at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the General Election. The SOE is also hereby requested to prepare absentee ballots for the Town, to be distributed to those electors who are unable to vote on the day of the General Election. The SOE is hereby requested to count the absentee ballots and include the Town in the canvassing advertisement.

Section 5. This Resolution shall take effect immediately upon adoption.

**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 hereinbelow.

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. 2nd 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 \$200,000 for any one person or beyond \$300,000 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.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Town of Lake Park 535 Park Avenue Lake Park, FL 33403 Attention: Dale Sugerman

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. 10. 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:

Town of Lake Park, FLORIDA

Vivian Mendez Lemley, Town Clerk

James DuBois, Mayor

(Affix Municipal Seal)

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. Tab 5

Agenda Title: Discussion Regarding the Advisability of Holding the Regularly Scheduled January 2nd, 2013 Commission Meeting on the Day after New Year's Day.

- Agenda options: [X] CONSENT AGENDA, [] PRESENTATION/PROCLAMATION, [] PUBLIC HEARING, [] BID/RFP AWARD, [] DISCUSSION/POSSIBLE ACTION RESOLUTION, [] ORDINANCE ON ___ READING, [] OTHER:

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

Dale S. Sugerman/Town Manager Name/Title

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

Summary Explanation/Background:

The first regularly scheduled meeting of the Town Commission during the month of January 2013 falls on Wednesday, January 2, 2013. This is the day after the New Year's Eve holiday. This agenda item is being placed before the Town Commission for purposes of discussing the advisability of holding the meeting the night after a holiday celebration.

The Town staff will be prepared to coordinate all of the materials for the meeting and will be in attendance at the meeting to answer any questions on pending agenda items.

On the other hand, the Commission might want to be sensitive to the issue of citizens not being able to attend this meeting because they are possibly out of town and traveling for the holiday weekend.

Should the Town Commission decide to cancel the meeting, staff will make sure that any agenda items that might have normally come up during the first week in January will be carried over to the second meeting of the month (January 16th).

Recommended Motion: Move to cancel the Town Commission meeting of January 2, 2013.

NEW

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 5*

Agenda Title: Cancelling the Regularly Scheduled January 2nd, 2013 Commission Meeting on the Day after New Year's Day.

- | | |
|---|--|
| <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 *DSS* **Date:** *12/17/12*

Dale S. Sugerman/Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: None
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

The first regularly scheduled meeting of the Town Commission during the month of January 2013 falls on Wednesday, January 2, 2013. This is the day after the New Year's Eve holiday. This agenda item is being placed before the Town Commission for purposes of discussing the advisability of holding the meeting the night after a holiday celebration.

The Town staff will be prepared to coordinate all of the materials for the meeting and will be in attendance at the meeting to answer any questions on pending agenda items.

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Should the Town Commission decide to cancel the meeting, staff will make sure than any agenda items that might have normally come up during the first week in January will be carried over to the second meeting of the month (January 16th).

Recommended Motion: Move to cancel the Town Commission meeting of January 2, 2013.

**Ordinance
on
Second
Reading**

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 6*

Agenda Title: Request for a small-scale land use amendment for 711, 725 and 761 Foresteria Drive to re-designate from Medium Density Residential to the Public Buildings and Grounds land use designation.

- | | |
|--|--|
| <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 checked="" type="checkbox"/> ORDINANCE ON 2nd READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager *[Signature]* Date: *12/11/12*

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

Originating Department: <p align="center">Community Development</p>	Costs: \$ <u><i>258.⁰⁰</i></u> (<i>for 2 Ord.</i>) Funding Source: Town Clerk Acct. # <u><i>106-48100</i></u> <input checked="" type="checkbox"/> Finance <u><i>BK</i></u>	Attachments: → Staff Report → Ordinance 10-2012 → Exhibit "A"-Legal Descriptions → Exhibit "B"-Future Land Use Map/Location Map → Legal Ad
Advertised: Date: 12/09/2012 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>ND</i></u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

See Staff Report.

**Town of Lake Park
Community Development Department**



Meeting Date: December 19, 2012

To: TOWN COMMISSION (2nd Reading)

Re: Small-Scale Land Use Amendment

Applicant: Town of Lake Park
Address: 711, 725, 761 Foresteria Drive
Re: Small-scale land use amendment from Medium Density Residential to Public Buildings and Grounds

SUMMARY

In early 2009, the Town of Lake Park's CRA purchased three parcels of real property located at 711, 725, and 761 Foresteria Drive (the Property). See Legal Descriptions (Exhibit "A") and Future Land Use Map/Location Map (Exhibit "B"). The three parcels comprise approximately 1.26 acres. These parcels were purchased with the long-term vision of providing additional parking for the businesses within the Park Avenue Downtown District. As a short-term use, the CRA Board (the Board) authorized the Community Development Corporation, a not for profit corporation to use two of the three parcels (the Property) for the Seeds of Hope Community Garden. The two parcels upon which the community garden is being operated have a future land use designation of "Medium Density Residential." The use of the Property as a community garden is not consistent with the Medium Density Residential future land use designation. The Town's classification system defines residential land uses as being exclusive to residential dwellings and light community related uses, **excluding** government owned sites. Thus, if the use of the Property is going to remain as a community garden, it is appropriate to amend the future land use designation so that its use is consistent with the Town's Comprehensive Plan.

The Comprehensive Plan's Future Land Use Element Section 3.4.3, defines Public Buildings and Grounds as the following:

"Lands and structures that are owned, leased, or operated by a government entity(...)or operated by a private entity and used for a public purpose...."

In accordance with the above section of the Comprehensive Plan, the appropriate future land use designation of the Property should be "Public Buildings and Grounds." Although the Property is being operated as a community garden, staff believes that the operation of the community garden for public purposes is still compatible with the surrounding residential area and does not negatively impact the nearby Park Avenue Downtown District. The use serves a community purpose allowing residents, business and property owners to take advantage of the garden for their everyday use. Currently, it is a placeholder for any future public use the CRA envisions and may require.

LOCAL PLANNING AGENCY RECOMMENDATION

Approved 4-0. There was some discussion as to the eventual fate of the subject property. At this time, the use will remain a Community Garden.

TOWN COMMISSION MOTION ON 1st READING

Approved 4-0

STAFF RECOMMENDATION

Staff recommends that the Town Commission approve a motion on second reading to amend the future land use designation of the Property from Residential Medium Density to Public Buildings and Grounds.

ORDINANCE NO. 10-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 711, 725 AND 761 FORESTERIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission of the Town of Lake Park, Florida (Town) , has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, entitled the "Local Government Comprehensive Planning and Land Development Regulation Act" (the Act); and,

WHEREAS, the Town's Comprehensive Plan has been determined to be "in compliance" with the Act; and,

WHEREAS, the parcels of real property with the addresses of 711, 725, and 761 Foresteria Drive (the Properties), consisting of 1.26+/- acres of land, and which are legally described in **Exhibit "A"**, are all owned by the Town's Community Redevelopment Agency; and,

WHEREAS, the locations of the Properties are shown in **Exhibit "B"** which is also attached; and,

WHEREAS, the Properties currently have a Future Land Use Designation of "Medium Density Residential" and are depicted as such on the Town's Future Land Use Map which is contained within the Town's Comprehensive Plan; and,

WHEREAS, pursuant to the Act, the Town's Local Planning Agency (the LPA) has conducted a public hearing, as required by Section 163.3174(4)(a), Florida Statutes, to consider the Town staff's proposed amendment of the future land use designation of the Properties from Medium Density Residential to Public Buildings and Grounds, and to reflect this change on the Future Land Use Map which is contained within the Town's Comprehensive Plan.

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

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

Section 2. The Medium Density Residential future land use designations of the Properties which are legally described in Exhibit A and depicted in Exhibit B, both of which Exhibits are attached hereto and incorporated herein, are hereby amended to a future land use designation of Public Buildings and Grounds.

Section 3. The Future Land Use Map which is contained in the Town's Comprehensive Plan is hereby amended to reflect the change in the Properties future land use designation from Medium Density Residential to Public Buildings and Grounds.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. Repeal of Laws in Conflict. All Ordinances or part of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. The provisions of this Ordinance shall become effective pursuant to Section 163.3184(3)(c)4., Florida Statutes.

Attachments: Exhibit "A" - Legal Descriptions of the Subject Properties
Exhibit "B" - Future Land Use Map/Location Map

EXHIBIT "A" – Legal Descriptions

711 Foresteria Drive: KELSEY CITY LTS 44 TO 46 INC BLK 10

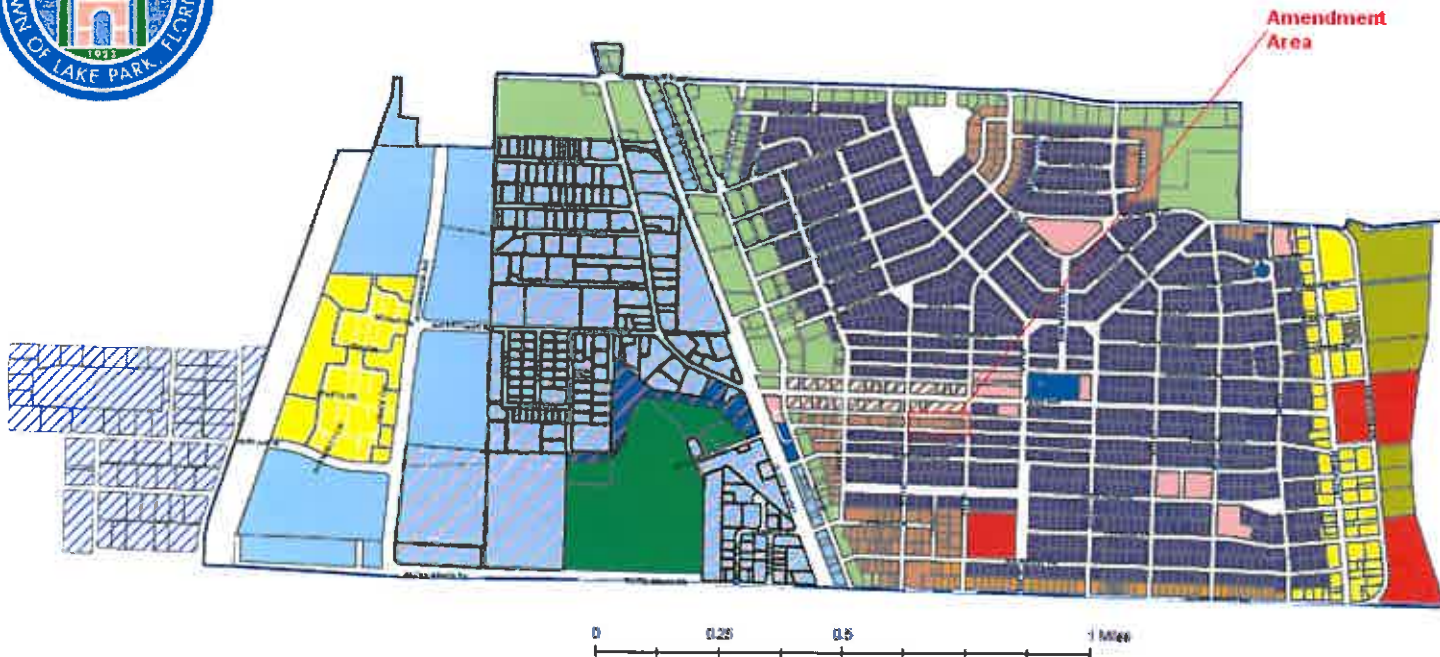
725 Foresteria Drive: KELSEY CITY LTS 29 TO 43 INC BLK 1

761 Foresteria Drive: KELSEY CITY LTS 25 TO 28 INC BLK 10

EXHIBIT "B" – Town of Lake Park Future Land Use Map/Location Map

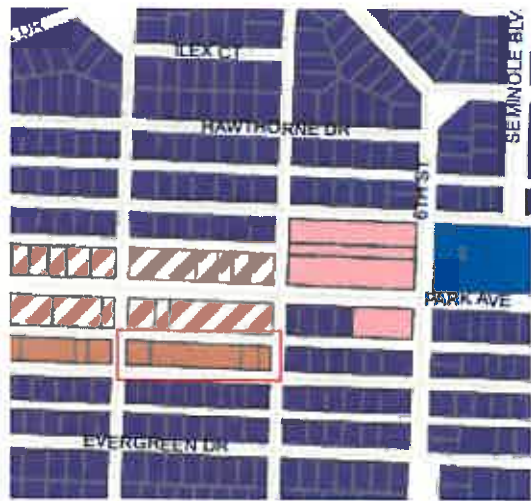


Lake Park Future Land Use Map



Legend

- | | | | |
|--------------|--------------------|------------------|----------------------|
| Bioscience_2 | Downtown | Condo_density | Lake_Park_Boundary |
| Conservation | Comm_LI_Industrial | Resl_Low_Density | Pub_Bldg_Grounds |
| Annexation | Comm_Residential | Resl_medium | Rec_Lands |
| | Commercial | Single_Fam | Other_Pub_Facilities |



NO. 7233
LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, December 19, 2012 at 7:00 p.m. or soon thereafter the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 333 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

→ AN ORDINANCE NO. 10-2012 OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 713, 725 AND 751 FORESTRIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE NO. 11-2012 OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THREE PARCELS OF REAL PROPERTY LOCATED AT 719, 729, AND 751 FORESTRIA DRIVE FROM RESIDENTIAL 2 (R2) TO PUBLIC DISTRICT 02; PROVIDING FOR AN AMENDMENT TO SECTION 78-26 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any zoning, they will need a record of the proceedings and for such purpose may wish to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez Lemley, Town Clerk at (386) 931-3313.
Vivian Mendez Lemley, Town Clerk
Town of Lake Park, Florida
P.O. Box 1000
December 9, 2012

\$258.00
for both
Ordinances.

**NO. 72233
LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, December 19, 2012 at 7:00 p.m. or soon thereafter the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

**ORDINANCE NO. 10-2012:
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 711, 725 AND 761 FORESTERIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE NO. 11-2012:
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THREE PARCELS OF REAL PROPERTY LOCATED AT 711, 725, AND 761 FORESTERIA DRIVE FROM RESIDENTIAL 2 (R2) TO PUBLIC DISTRICT (P); PROVIDING FOR AN AMENDMENT TO SECTION 28-76 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez Lemley, Town Clerk at 561-881-3311.
Vivian Mendez Lemley, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
December 9, 2012

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 7*

Agenda Title: Request to Rezone 711, 725 and 761 Foresteria Drive from Residential-2 to the P-Public District zoning designation.

- | | |
|--|--|
| <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 checked="" type="checkbox"/> ORDINANCE ON 2nd READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager *[Signature]* Date: 12/11/12

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

<p>Originating Department:</p> <p style="text-align: center;">Community Development</p>	<p>Costs: \$ <u>258.⁰⁰ (for 2 Ord.)</u></p> <p>Funding Source: <u>Town Clerk</u></p> <p>Acct. # <u>106-48180</u></p> <p><input checked="" type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Staff Report → Ordinance 11-2012 → Exhibit "A"- Legal Descriptions → Exhibit "B"- Town of Lake Park Zoning Map/Location Map → Legal Ad
<p>Advertised:</p> <p>Date: <u>12/09/2012</u></p> <p>Paper: <u>Palm Beach Post</u></p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u></p> <p>OR</p> <p>Not applicable in this case <u> </u></p> <p>Please initial one.</p>

Summary Explanation/Background:

See Staff Report.



**TOWN LAKE OF PARK
TOWN COMMISSION (2nd Reading)
Meeting Date: December 19, 2012**

DESCRIPTION: Request to rezone 711 Foresteria, 725 Foresteria, and 761 Foresteria from the Residential-2 (R-2) District to Public District (P-District).

APPLICANTS REQUEST: This is an application by the Town of Lake Park proposing the rezoning of three parcels of land (the Property) owned by the Town of Lake Park's Community Redevelopment Agency. See Legal Descriptions (Exhibit "A") and Location Map (Exhibit "B"). The parcels are 0.17, 0.86, and 0.23 acre, respectively, which are currently operated by the Community Development Corporation as the Seeds of Hope Community Garden. The Property is located on Foresteria Drive between 7th and 8th Street and is within the Residential-2 (R-2) zoning district. Staff recommends that the Property be rezoned to the P-Public District as provided for in Section 78-76 of the Town of Lake Park Code of Ordinances (the Code).

P&Z RECOMMENDATION: November 5, 2012 – 4-0 Motion to approve.

TOWN COMMISSION MOTION ON 1st READING: Approved 4-0

STAFF RECOMMENDATION: ADOPT ORDINANCE 11-2012 ON 2nd READING.

BACKGROUND INFORMATION:

Applicant(s): Town of Lake Park
Owner: Lake Park Community Redevelopment Agency (CRA)
Address : 711, 725 and 761 Foresteria Drive, Lake Park FL 33403
Lot Sizes: 0.17, 0.86, and 0.23 acres respectively for a total of 1.26 acres

Parcel Control Numbers: 36-43-42-20-01-010-0440, 36-43-42-20-01-010-0290, 36-43-42-20-01-010-0250

Existing Zoning : Residential-2(R-2)

Adjacent Zoning

North: Park Avenue Downtown District (PADD)
South: Residential-1 (R-1)
East: Residential-1 (R-1)
West: Residential-2 (R-2)

Adjacent Land Uses

North: Downtown
South: Single Family Residential
East: Single Family Residential
West: Medium Density Residential

CONSISTENCY WITH THE TOWN OF LAKE PARK ZONING CODE

Section 78-76 states in part:

Within P public districts, the following regulations shall apply:

(3)

All property owned by or acquired by the town shall be included in P public districts

The subject parcels were acquired by the Lake Park CRA in early 2009. Their zoning designations were never changed to reflect the P-Public District. Staff is recommending that these parcels be rezoned to reflect their appropriate zoning district designation. The permitted uses in the public district may range from recreation facilities, parks and playgrounds, museums, just to name a few. A community garden is in conformance with this zoning district designation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A small-scale land use amendment is being concurrently processed. The proposed small-scale plan amendment would change the future land use designation of the Property from Residential Medium Density to Public Buildings and Grounds.

The proposed rezoning would implement the future land use designation by zoning the Property so that it will be consistent with the Property's new future land use designation pursuant to the amendment to the Town's Comprehensive Plan. The proposed rezoning is consistent with Policy 1.1 of the Future Land Use Element of the Town's Comprehensive Plan:

Policy 1.1: Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which at a minimum:

- b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses.
- k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character.

The Property is owned by the CRA and is between a residential district and the Park Avenue Downtown District (PADD). The Property is being operated by the Community Development Corporation, a not for profit corporation and serves a community purpose. In order to make the zoning of the Property consistent with the new future land use designation of Public Buildings and Grounds, a rezoning to Public District is required.

STAFF RECOMMENDATION :

Staff recommends that the Town Commission entertain a motion to **ADOPT** Ordinance 11-2012 which proposes the rezoning to P-Public District.

ORDINANCE NO. 11-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING THREE PARCELS OF REAL PROPERTY LOCATED AT 711, 725, AND 761 FORESTERIA DRIVE FROM RESIDENTIAL 2 (R2) TO PUBLIC DISTRICT (P); PROVIDING FOR AN AMENDMENT TO SECTION 78-76 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency is the owner of three parcels of property in the Town of Lake Park, Florida (Town), the addresses of which are 711, 725, and 761 Foresteria Drive, (the Properties); and,

WHEREAS, the Properties are legally described in Exhibit "A" and generally located as shown on Exhibit "B"; and,

WHEREAS, the Town Commission of the Town has previously assigned the zoning district of Residential-2 (R-2) to the Properties, and this zoning is currently shown on the Town's Official Zoning Map; and,

WHEREAS, the Properties are now maintained by the Community Development Corporation and operated as the Seeds of Hope Community Garden; and

WHEREAS, the Town staff recommends that the Properties be rezoned from the Residential-2 zoning district to the P-Public zoning district as required by Section 78-76 of the Town Code; and,

WHEREAS, the Town's Planning and Zoning Board has reviewed staff's proposed rezoning and has made its recommendation to the Town Commission; and,

WHEREAS, the Town Commission has determined that the assignment of the Public District zoning classification to the Properties would be consistent with the Future Land Use designation of the Properties under the Town's Comprehensive Plan;

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

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

Section 2. The Town Commission hereby assigns a zoning classification of Public District to the Properties which are legally described in Exhibit A and shown in Exhibit B, both of which Exhibits are attached hereto and incorporated herein.

Section 3. Section 78-76, which is incorporated by reference, and the Zoning Map of Lake Park indicating the boundaries of the various zoning districts are hereby amended to reflect the assignment of a Public District zoning classification to the Properties.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5. Repeal of Laws in Conflict. All Ordinances or part of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. The provisions of this Ordinance shall become effective upon adoption.

Attachment: Exhibit "A" - Legal Descriptions
Exhibit "B" - Location Map

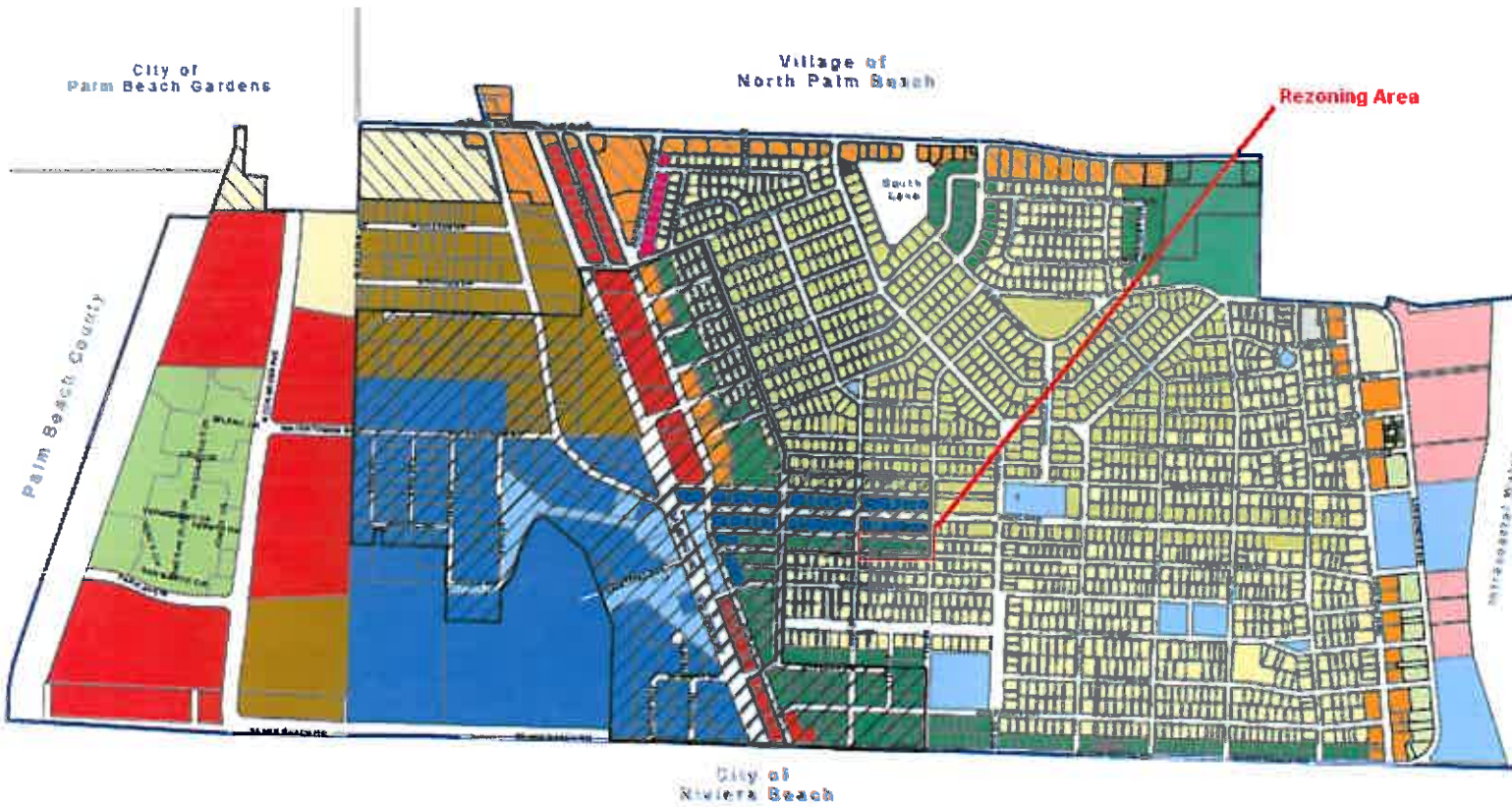
EXHIBIT "A" – Legal Descriptions

711 Foresteria Drive: KELSEY CITY LTS 44 TO 46 INC BLK 10

725 Foresteria Drive: KELSEY CITY LTS 29 TO 43 INC BLK 1

761 Foresteria Drive: KELSEY CITY LTS 25 TO 28 INC BLK 10

EXHIBIT "B" – Town of Lake Park Zoning Map/Location Map



Legend

- CRA Boundaries
- R1B
- R1AA
- R1
- R1A
- R2A
- R3
- R2
- TND
- C1
- C1B
- C2
- C3
- Public
- PUD
- PADD
- OLUC
- CRA
- NBOZ_Overlay
- G4
- Lake_Park_Boundary



NO. 72293
LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, December 19, 2012 at 7:00 p.m. or soon thereafter the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chamber, Town Hall, 435 Park Avenue, Lake Park, Florida will consider the following Ordinance at its second reading and proposed adoption thereof:

ORDINANCE NO. 10-2012
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE FUTURE LAND USE MAP AND THE FUTURE LAND USE DESIGNATION OF PARCELS OF REAL PROPERTY HAVING THE PROPERTY ADDRESSES OF 711, 725 AND 751 FORESTERIA DRIVE AND OWNED BY THE TOWN'S COMMUNITY REDEVELOPMENT AGENCY, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 11-2012
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ZONING THREE RANGES OF REAL PROPERTY LOCATED AT 711, 725, AND 751 FORESTERIA DRIVE FROM RESIDENTIAL R (R2) TO PUBLIC DISTRICT (P); PROVIDING FOR AN AMENDMENT TO SECTION 78-76 OF THE TOWN CODE WHICH INCORPORATES BY REFERENCE THE ZONING MAP OF LAKE PARK REFLECTING THE CHANGE IN ZONING TO THE PUBLIC ZONING DISTRICT OF THE PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person desires to appeal any decision made by the Town Commission with respect to any matter, they will need a record of the proceedings and for such purpose they need to ensure that a certain record of the proceedings is made, which record includes the testimony and evidence upon which the appeal to be heard. For additional information, please contact Vivian Mendez-Lenley, Town Clerk at 561-891-3311
Vivian Mendez-Lenley, Town Clerk
Town of Lake Park, Florida
P.O. Box 1000, Lake Park, Florida 32909
December 5, 2012

\$258.⁰⁰
for both
Ordinances.



**Ordinance
on
First
Reading**

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. Tab 8

Agenda Title: Request for a text amendment to Section 78-148 (a) to reduce the distance separation between gas stations from 1,200 feet to 500 feet.

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on 1st Reading, Other.

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

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0.00), Attachments (Staff Report, Exhibits A-C, Ordinance 12-2012), Advertised (N/A for 1st reading), Notification (All parties notified), and Initials (ND).

Summary Explanation/Background:

See Staff Report.

Town of Lake Park Community Development Department



Meeting Date: December 19, 2012

To: TOWN COMMISSION

Re: Text Amendment to Section 78-148 (a) to reduce the distance separation between gas stations from 1,200 feet to 500 feet.

Applicant: Town of Lake Park

SUMMARY

At the Town Commission meetings of October 3 and 17, 2012, Mr. Nader Salour, as the agent for Congress Avenue Properties Ltd., asked the Town Commission to modify Section 78-148 (a) (Exhibit "A") of the Town Code to modify the Code's requirement of a 1,200 foot separation between gasoline/oil filling stations. An environmental consultant, Mr. Roberto Balbis, also addressed the Commission regarding this Code requirement and submitted a letter dated September 6, 2012, providing justification for Congress Avenue Properties Ltd.'s request (Exhibit "B").

Staff has prepared a spreadsheet outlining the various gas stations in Town and their distances from one another (Exhibit "C"). Staff has determined that there are three existing gas stations within the Town's boundaries that do not currently comply with the 1,200 foot distance separation as required by the Town Code. Two of these stations were built prior to the effective date (1966) of the Town Code's separation requirement. The third station, Sunoco at 980 Northlake Boulevard, was constructed in 1983, after the effective date of the Code provision which requires separation between facilities. There is no written variance or development order which exists to justify the siting of this gas station in conflict with the Code. It is important to note that with respect to the siting of gas stations along Northlake Boulevard, the zoning regulations contained within the Northlake Boulevard Overlay Zone (NBOZ) apply. Specifically, Chapter 78, Appendix A, Section 2-3(2) of the Town of Lake Park Code of Ordinances requires that automobile service stations located on Northlake Boulevard be separated by a minimum of 500 feet.

At the October 17th, 2012 Town Commission meeting, the Town Commission made a motion directing staff to pursue a Code text amendment to Section 78-148(a) reducing the distance **between two gasoline and oil filling station or service station** from 1,200 feet to 600 feet. However, because the NBOZ section referenced herein above establishes a separation of 500 feet between auto service stations, staff is recommending that Section 78-148(a) be amended to require only a 500 foot separation between gasoline and oil filling or service stations.

P&Z RECOMMENDATION: Approved 4-0.

Recommended Motion: Staff recommends that the Town Commission approve a motion to amend Section 78-148(a) to reduce the distance separation **between gasoline and oil filling station or service station** from 1,200 feet to 500 feet.

Exhibit "A" – Existing Code Sections

Proposal to reduce from 1,200 to 500 feet.

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.

Northlake Boulevard Overlay Zone (NBOZ) Regulations

Sec. 2-3. - Use definitions and supplemental regulations.

(2)

Automotive service station means an establishment engaged in the retail sale of gasoline or other motor fuels, which may include accessory activities such as the sale of automotive accessories or supplies, the lubrication of motor vehicles, the minor adjustment or minor repair of motor vehicles. An automotive service station shall be subject to the following supplementary use standards:

(c)

There shall be a minimum separation distance of **500 feet from the nearest points of property lines for a parcel developed for use as an automobile service station** and a parcel occupied by a church, school or hospital.

For reference only.

Exhibit "B" – Environmental Letter



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.

Exhibit "C" – Existing Gas Stations Spreadsheet

GAS STATION DISTANCE SEPARATION RESEARCH

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

ORDINANCE NO. 12-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-148(a) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO REDUCE THE DISTANCE SEPARATION BETWEEN GASOLINE AND FILLING STATIONS USES FROM 1,200 FEET TO 500 FEET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to zoning and land development regulations which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission has also adopted supplemental district regulations pertaining to gasoline and filling station uses which have been codified in Chapter 78, Article V of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff is recommending a zoning Code text amendment to Chapter 78, Article V, Section 78-148(a) to reduce the distance separation between gas stations from 1,200 feet to 500 feet; and

WHEREAS, Town staff has reviewed the zoning Code text amendment and has recommended that Town Code Section 78-148(a) be amended to reduce the distance separation between gas stations from 1,200 feet to 500 feet; and

WHEREAS, the Town's Planning and Zoning Board, following a public hearing, has recommended that the Town Code be amended to reduce the separation requirement between gasoline and filling station uses from 1,200 feet to 500 feet; and

WHEREAS, the Town Commission has considered and accepted the

recommendations of the Town staff and the Planning and Zoning Board and has determined that a reduction in the distance separation between gasoline and filling station uses would further the public health, safety and general welfare.

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

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

Section 2. Chapter 78, Article V, Section 78-148(a) of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 78-148(a) - 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~~ 500 feet of ~~location~~ of another gasoline and oil filling station or service station located within the town.

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

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

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

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

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 19, 2012

Agenda Item No. *Tab 9*

AGENDA TITLE: Request for a text amendment in the Park Avenue Downtown District (PADD) Sign Code to modify the language whereby it would increase the permitted awning signage height in Table 78-70-7 from 6 inches to 10 inches and provide for uniformity throughout contiguous plazas.

- | | |
|--|---|
| <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 checked="" type="checkbox"/> ORDINANCE ON 1st READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

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

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

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Staff Report → Ordinance 13-2012
Advertised: Date: <i>N/A for 1st reading</i> 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 <u>ND</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

See Staff Report.

Town of Lake Park Community Development Department



Meeting Date: December 19, 2012

To: TOWN COMMISSION

Re: Text Amendment- Amending the language in the
Park Avenue Downtown District (PADD) Sign Code

Applicant: Town of Lake Park
Address: Park Avenue Downtown District
Re: Amending the PADD Sign Code to increase the permitted awning signage height in Table 78-70-7 of Section 78-70 from 6 inches to 10 inches and provide for uniformity throughout contiguous plazas.

SUMMARY

The Town staff recommends an amendment to the text contained in Table 78-70-7 which sets forth the permitted signs within the Park Avenue Downtown District (PADD).

Currently, Section 78-70 does not permit the letters of awning signs to exceed 6 inches. Some of the plazas off of Park Avenue and 10th Street have fixed awning signs with 10 inch letters. It may be that some of these signs were installed quite some time ago and possibly under different codes. When the PADD was adopted, it did not provide for an amortization schedule which would have required the signs of these businesses to be brought into compliance with the regulations established in the PADD. Consequently, the businesses which had signs prior to the adoption of the PADD were never required to replace their signs with signs which conformed to the PADD regulations. New businesses, however, are required to meet the requirements of the PADD which limits the letters of signs to six inches thereby creating a conflict between businesses.

Staff proposes a text amendment to change the 6 inch sizing limitation to 10 inches for awning signs in the PADD sign code. The 10 inches would remain consistent with the Town's overall signage as long as the sign area is in proportion to the size of the awning. It is important to take note that the 10 inches is a *maximum* and this size is dependent on the size of the awning and the proposed sign's proportionality to the awning.

Staff is of the opinion that perhaps this inconsistency between sign codes was overlooked when the PADD signage code was adopted. Rather than requiring the businesses which have signs with letters which exceed six inches to conform to the PADD, **staff is recommending a text amendment to allow awning signs with letters of up to 10 inches. The proposed amendment is for the section of the Code shown on page 2.**

Planning and Zoning Board (P&Z) RECOMMENDATION: The P&Z heard this item at its November 5th, 2012 meeting. The Board members voted unanimously to approve the amendment to Table 78-70-7 in Section 78-70 to increase the awning size limitation from 6 inches to 10 inches. Additionally, the motion included a provision to incorporate "uniformity" language in this same section of the Code to ensure that all contiguous awnings, regardless of building ownership, are required to match. Staff expanded on this proposal in its recommended motion on the following page.

Recommended Motion:

Staff recommends that the Town Commission adopt a motion to amend Table 78-70-7 of Section 78-70 to allow the letters of awning signs within the PADD to have a maximum height of 10 inches and provide for uniformity throughout contiguous plazas. Uniformity would apply to all buildings that abut one another. The criteria to determine uniformity would include, but is not limited to: color scheme, pattern selection, size of awning and size of signage.

(Sec. 78-70)

**PROPOSED
TEXT AMENDMENT**

Table 78-70-7

Sign Type	Maximum Size	Maximum Number	Copy Limit	Other Limits
Awning Sign	In proportion to the size of the awning	-	Business name, address, phone number, and logo, and words depicting the nature of the business (letters shall not be more than 50% of the height of the letters depicting the business name)	*Letters, numbers, and logo shall not exceed <u>6 10-inches in height and shall remain uniform throughout all contiguous plazas. Uniformity would apply to all buildings that abut one another. The criteria to determine uniformity would include, but is not limited to: color scheme, pattern selection, size of awning and size of signage.</u>
-	-	-	-	*Located only on a valance

ORDINANCE NO. 13-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TABLE 78-70-7, WHICH IS CONTAINED WITHIN SECTION 78-70 OF THE TOWN'S CODE OF ORDINANCES WHICH PERTAINS TO AWNING SIGNS, BY INCREASING THE SIZE OF LETTERS, NUMBERS, AND LOGOS FROM SIX INCHES TO TEN INCHES AND PROVIDING FOR UNIFORMITY THROUGHOUT CONTIGUOUS PLAZAS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted zoning districts which pertain to the development of land, and these districts have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission has codified the Park Avenue Downtown District (PADD) in Chapter 78, as Article III, Section 78-70 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff is recommending the amendment of Chapter 78, Article III, Section 78-70, pertaining to awning signs; and

WHEREAS, the Town staff has recommended that Table 78-70-7 which is contained within Section 78-70 be amended to increase the size of letters, numbers, and logos in awning signs from six inches to ten inches and provide for uniformity throughout contiguous plazas; and

WHEREAS, the Town's Planning and Zoning Board has recommended that the Town Commission accept the staff's recommendation and amend Town Code Section 78-70, Table 78-70-7; and

WHEREAS, the Town Commission, after review of the recommendations from Town staff and the Planning and Zoning Board, and after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for such additional regulations.

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

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

Section 2. Chapter 78, Article III, Section 78-70, Table 78-70-7 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

TABLE 78-70-7 – Permitted Signs

Sign Type	Maximum Size	Maximum Number	Copy Limit	Other Limits
Awning Sign	In proportion to the size of the awning	-	Business name, address, phone number, and logo, and words depicting the nature of the business (letters shall not be more than 50% of the height of the letters depicting the business name)	*Letters, numbers, and logo shall not exceed 6 10-inches in height and shall remain uniform throughout all contiguous plazas. Uniformity would apply to all buildings that abut one another. The criteria to determine uniformity would include, but is not limited to: color scheme, pattern selection, size of awning and size of signage.
-	-	-	-	*Located only on a valance

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

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

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

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