



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, March 3, 2010, 7:00 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Mayor
Jeff Carey	—	Vice-Mayor
Edward Daly	—	Commissioner
Patricia Osterman	—	Commissioner
Kendall Rumsey	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **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.

For Approval:

- | | |
|--|-------|
| 1. Regular Commission Meeting Minutes of February 3, 2010 | Tab 1 |
| 2. Regular Commission Meeting Minutes of February 17, 2010 | Tab 2 |
| 3. Renewal of Marina Security Services Contract | Tab 3 |

H. PUBLIC HEARING(S):

ORDINANCE ON SECOND READING:

4. **ORDINANCE NO. 03-2010 Moratorium on Pain Management Clinics** Tab4
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS AND A MORATORIUM AS TO THE FILING AND/OR RECEIVING OF ANY PETITION FOR THE ESTABLISHMENT OF PAIN MANAGEMENT CLINICS AS DEFINED HEREIN; PROVIDING THAT ZONING IN PROGRESS AND THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL TERMINATE ON THE EFFECTIVE DATE OF THE TOWN'S ADOPTION OF LAND DEVELOPMENT REGULATIONS TO REGULATE PAIN MANAGEMENT CLINICS; PROVIDING FOR LEGISLATIVE FINDINGS, INTENT AND PURPOSE; PROVIDING FOR A DEFINITION OF PAIN MANAGEMENT CLINIC; PROVIDING FOR THE BOUNDARIES SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

I. DISCUSSION AND POSSIBLE ACTION:

5. **Town Manager Twelve-Month Performance Evaluation for the Evaluation Period of February 1, 2009 to January 31, 2010** Tab5

J. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

K. ADJOURNMENT:

Consent Agenda

TAB 1

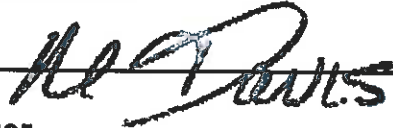

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **March 3, 2010** **Agenda Item No. 1**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: **Regular Commission Meeting Minutes of February 3, 2010**

RECOMMENDED MOTION/ACTION: **Approve**

Approved by Town Manager  Date: 2/26/10
 2/18/10
Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>V.M.L.</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>n/a</u> Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 3, 2010, 7:20 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 3, 2010 at 7:20 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Osterman, and Rumsey, Town Manger Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

**Motion: A motion was made by Vice-Mayor Carey to approve the agenda;
 Commissioner Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0

Public and Other Comments:

Rick Goodsell, 410 9th Street stated that he was proud to live in Lake Park and hoped that the Town could work together to rectify the issues.

Public Comment Closed.

Consent Agenda:

1. Regular Commission Meeting Minutes of January 6, 2010
2. Resolution No. 07-02-10 American Reinvestment Recovery Act Florida

- Forest Health Improvement Grant
- 3. Resolution No. 08-02-10 Cooperative Authority Library Automation Agreement
- 4. Notification of Confirmation of Expenditures – Street Lighting Demonstration Project – Bayberry Drive
- 5. Notification of Great American Cleanup on April 17, 2010
- 6. Settlement of Carlisle vs. Town of Lake Park Lawsuit
- 7. Renewal of Intergovernmental Consultant (Lobbyist) Agreement
- 8. Resolution No. 09-02-10 Repealing the Street Lighting Bond Referendum

Public Comment Open

Steve Hockman, 638 Flagler Blvd., stated that he was concerned and confused with the Notification of Confirmation of Expenditures on the Street Lighting. He stated that he questioned the amount the Town is spending on the engineering. He mentioned several vendors that could be contacted to get better figures for street lighting. He stated that the Town should go out for bid.

Public Comment Closed

Motion: A motion was made by Commissioner Daly to approve the Consent Agenda; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0

ORDINANCE ON FIRST READING:

ORDINANCE NO. 2-2010 Amending Chapter 34 and 78 Landscape and Vegetation Standards

Community Development Director Patrick Sullivan stated that this item was a housekeeping change to the landscaping regulations. He explained that this item will clean up a lot of the language in the code. He stated that the only substantial change is in the grandfathering language.

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance 2-2010; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Rumsey stated that at the last Commission Meeting he raised his voice and let the situation get the better of him. He apologized to the residents for this behavior. He requested an update on the Palm Beach County Legislative Delegation Meeting that Attorney Baird and Town Lobbyist Fausto Gomez attended regarding the Sober House issue in Town. The Town has requested from the Legislative Delegation the licensing of Sober Houses.

Attorney Baird indicated that he would provide an update during his comments.

Commissioner Rumsey stated that he was approached by a disabled resident that worked with the Town on getting new windows put into their home in 2002. He indicated that circumstances beyond their control had not allowed them to place new windows in the home. He asked if there was a way that the Town could look into the situation.

Town Manager Davis stated that she was familiar with this case and that the Town had a Community Beautification Fund that could be used to assist the resident.

Commissioner Rumsey congratulated the Marina Manager on a successful Sunset Party.

Vice-Mayor Carey
None

Commissioner Osterman reminded everyone of the February 12, 2010 Safety Walk that will begin on 9th Street and Park Avenue at 6:00 p.m.

Commissioner Osterman stated that the next thing she would address is the conflict that has been going on within the Commission and the community. I have come to the decision to speak on several of the issues not lightly. It is with quite a heavy heart as I sat

down to write, I saw that I had a journal entry from back in February of 2009, a year ago. Where I was writing about the cancer that was growing in the Commission. Up until now I thought it was in the best interest of the Town to be quiet and to take it and to hope that things would resolve themselves. Unfortunately that has not been the case. I believe that there is real damage potential being done and then I have a responsibility as an elected official to speak up, because I was elected not to remain silent but to speak up especially when it's the hard stuff.

One of the things that this Commission has been accused of from the floor and also from Commissioner Daly has been that we are rubber stampers. I know that I have shown myself to be a person who asks the tough questions and I have seen that repeatedly from my colleagues up here as well. In some ways I can understand the concern because there isn't a lot of decent, because a lot of it goes on before the meeting. I have worked now with three Town Managers, and I know what it was like with the first two. It did not matter if a conversation was made, was had upstairs in a meeting room or a conference room or whether it was had in public, pretty much the Commission's desire was ignored. That is not the case with this manager. With this manager I know that when I have a problem I can go to her directly and I can speak with her and the problem is resolved. I don't believe that a problem needs to be addressed in public and that somebody needs to be reprimanded from the outset. I believe that you have the opportunity to express yourself in a respectful manner and give a person an opportunity to make the necessary changes. That is how I believe good business is done and that has been my experience up here and the experience of my colleagues. I believe you speak out when there is a problem, not necessary here, but that you do speak out.

There have been several questions that have been raised, one of them was the employee handbook, which we discussed in some depth last time. Attorney Bass who overhauled the employee handbook, which had not been updated in over 15 years and even then it had only been a cut and paste job. We needed to have it done because laws change and we were in jeopardy and liability. Because of the manager's experience and network of professional connections our cost was less than 50% of any of the other hourly quotes. I would say that is good business.

Another issue that has been addressed repeatedly is the meters and again I think we have covered much of this already. We have said that this was not a decision we wanted to make. It was something that we felt we had to do if we did not want to raise taxes or cut services or employees. Really in the amount of money that we had to cut from the budget \$ 900,000 is that correct, that is what I'm recalling. It's pretty amazing that our Town fared as well as it did and I give credit to that to the Town Manager for leading us through an extremely difficult budget year. I can not imagine what this next one is going to be, especially if she is not here. Because although we have not gotten the report from the legislature coming down on the political side, in my work with the college, I have received information from the education lobbyist who are anticipating an additional \$3 billion dollar funding cut. That's half of the cut that happened last year and 1.5 billion is needed for just necessary services.

So I can not apologize for trying to find an alternative source. I think it is interesting that other Town's are now scrambling. There was just an article in the paper about Jupiter

adding parking, paid parking up at the Square Grouper and I always say the name wrong, I believe its Guanabanas.

Mayor DuBois said Guana Bananas or something is what I always say. (Giggles)

Commissioner Osterman it's not bananas, it's what I want to say but I think its Guanabanas. What I believe about the parking meters is that we can not yet determine the outcome. Its short, we've only had a small time, we could have made a good decision, we might have made a bad decision. Unfortunately I believe one of our Commissioners is actively campaigning against the meters and the success of them. Rather than going with the majority decision of this Commission and I think that's just wrong. I don't understand how a leader in a community can fight against something that has, the money has been spent. The meters are in. Why would any one of our leaders want something to fail? I don't understand that. If we made a wrong decision then, I'm sorry, but I'm happy that we tried something different and we did it with great consideration. And beyond that, if the situation with the meters negates and all the other things we have done in this Town, the beautification, the development, if that one thing negates all of the other progress then don't re-elect us. But if it doesn't then we should look at the big picture and move forward together.

Another issue that was addressed was the CRA. One of the specific questions that was asked in an email was if businesses that are helped by the CRA Director to find a location would pay back the CRA for helping, for that help. And that makes me understand that there is some real confusion about what a CRA is and how it works and how its funded. Because, and I'll be happy to sit down with anybody and explain that, its separate funding, its our county investing in our Town by giving County dollars back to us. That money can't be used for anything else and our CRA office is not a real-estate office, its not for profit. Its purpose is development. Tonight we had two new businesses that we welcomed the first new restaurant, and at the last meeting we had a business owner who came in and praised CRA Directors work and said that it is paying off, literally, in terms of appraisals of property, and that appraisers are paying attention to what is going on in Lake Park and looking at the developments very favorably. That's huge! That is what development is and this ultimately generates revenue for the entire Town. It improves our tax base and it improves quality of life for the entire Town. So no, they don't have to pay back, we are being paid back already by there investment their businesses in our Town.

Other questions have been asked about the Marina and those questions are about problems that are going on now. But there doesn't seem to be any concern about what happened that got us here. And there is only one member of this current Commission who could have demanded oversight of the construction that was done, but that didn't happen. There were no questions asked then, nothing voiced then, so why now. Our Town Manager was on the job a few months. I don't remember exactly. I would have to go back. When she recognized the deficiency at the Marina and she came to us and said we have a time crunch here if we don't do something we will not have the opportunity to even seek damages. Because of her proactive vision, because she was so quick to pick up on the problems and to research into it we were able to file a lawsuit in time where we have the opportunity to recover potential damages. So that the Town Manager and the Commission are now being accused of misusing funds because we are trying to recover

the losses I believe is not only unfair but inaccurate. To me it seems like an illusion, it's the let me focus your attention here so don't look here.

You have questions, you have concerns. I do too. But mine are about who and what got us here not just what we are doing now. So I question motivations of what's going on. As I've said before I believe the attacks on the Town Manager, which I do not believe began from the floor are being driven by a personal agenda and anger and are not in the best interest of the Town. I don't have any problems with dissenting opinions when they are done from a place of honest communication. But when things are done in covert and what seem to me to be backhanded ways I question that. So I'm asking those who are asking questions to ask more questions and consider the other side; to be a leader and not just be led. Go back look at the history. Ask who and what has changed, why is there such a dramatic shift from high praise and confidence to disdain and disrespect. What happened?

One of the things my colleague has talked about is going out to bid. About paying less and not hiring friends. In February, 2008 I sat here on this dais and was shocked to watch my colleague reprimand the Town Manager for a letter she had written reprimanding the Marina security for behavior. I was shocked to see the Marina security defended as opposed to the Town. I was shocked because the Marina security owner of the company was a friend of my colleague. I say that "friend" because that's the way my colleague introduced me to him at the Marina long before I was a Commissioner. I was very confused about what was going on, and so I looked back and I asked for records of the original bid. I have that packet here if anyone wants to look at it. This is from the November 16, 2005 Commission meeting. There were two agencies that bid for the security bid at the Marina. One was \$37,000 and change and the other was \$45,800 almost \$49,000. The staff memo stated that the higher, the company with the higher bid, that the documents had been reviewed and there was some confusion. Staff had done a search and on several occasions the company providing the service was by a different name. They did a search of Florida Corporations and found no listing. They said this is not a disqualifier; many companies operate as an individual, but that the other company had been operating with the State of Florida registered as a corporation since 1990. As I read through the minutes of the meeting I was shocked to see that my colleague had made the motion to hire the more expensive agency that was owned by a friend. So that's a concern of mine and it echoes the same concerns that are being voiced about the manager and that I find to be confusing.

I also wanted to take a look at past performance evaluations so I went back and I looked at the comments from the 2008 performance review. My colleague scored the manager a 4.8 out of 5 but I found the comments to be especially interesting and I will read them out. "I find it difficult to give anyone a perfect score when doing an evaluation as no one is perfect, but it's difficult in the case of Maria Davis because Maria has been extremely effective in all categories. Over the past number of years Lake Park has been ineffective when it came to Town Managers. We are now enjoying for the first time a Manager that is not only able to work with the Commission but staff as well. Maria I feel is making the Commission aware of information regarding many possibilities that we need to take Lake Park in the right direction. It would be difficult not to give Maria high marks as she is a true leader and has an outstanding ability to get the job done."

A year later we have an incomplete evaluation. At a time when vague and unfinished statements were being made; allegations of there's a mysterious packet, "If you knew what I knew." Although the Commission, I know I asked for it directly, I asked the attorney to ask for it, I know the Commission asked it wasn't until many, many, many months later that that came out.

I've said before that as I look back, that to me, a real turning point was the incidents of sexual harassment. Because that is when I recognized that suddenly my colleague stopped attending all functions, stopped attending all other, anything, meetings. It wasn't at that time. It wasn't until later that we were informed of that. I then said okay, that goes back, that corresponds, that was in May of 2008. I understood that when I mentioned this the last time that there were denials, but I can call the HR Director to the podium if we need to go through that because I don't want this to be said; that I am throwing out allegations or making things up because that's just not who I am.

Someone from the audience asked for Commissioner Osterman to do so.

"The HR Director then, if I am being told that I am making things up, if you would please come to the stand, I mean to the podium."

Bambi Turner "HR Director, Town of Lake Park."

Commissioner Osterman stated "Could you just give a very brief explanation of the role that you took in the situation that developed?"

Bambi Turner stated "Absolutely. I was advised by employees, female employees of the Town of the situations that were of concern to them that came under the heading of sexual harassment. The individuals did not want to file a formal complaint. I brought the concerns to the attention of the Town Manager. we knew them to be credible. We had a discussion with the Town Attorney. The Town Attorney and I met with the individual. And as I said the individuals who brought the complaint did not want to file a formal complaint they just wanted the behavior to cease. The Town Attorney and I talked with the individual, the behavior cease and we were satisfied with that outcome."

Commissioner Osterman Thank you.

Bambi Turner Yes.

Commissioner Daly I'd like to ask her a question while she's up here if I may.

Commissioner Osterman That's the Mayor's decision.

Mayor DuBois "Well actually let's, let's still stay, just jot it down and let's finish, let Patti finish and then I will give you the opportunity to go after her just like I said."

Commissioner Daly "Okay."

Commissioner Osterman "Okay. One resident who I respect greatly called me and said how is it possible that one person can be wrong all the time as opposed to the other members of the Commission? And I answered, when someone has a bitter lens, you know that's my opinion. if you have a bitter lens then that's how you view the world, then that's what you're going to see. And as a human being I feel great compassion for the losses that my colleague has undergone. It's been hard to watch. Somebody that I like and respect so much shift. But as a Commissioner it is not my job to be concerned about personal issues, but to worried about the guardianship of this Town. And I do believe that there is damage. I see it in the stress levels in Town Hall. I see it in the affects of staff's work and morale. And while I believe them to be too professional to complain, I see it in their body language; I see that they are fearful that the manager will even, I see them nodding in the audience now. They are fearful that either the manager will be fired or that she will leave. And I feel their fears are legitimate."

Like I said, my journal from almost a year ago this was a problem. And I see it only as increasing as the election gets closer. So if the voters don't like the direction the Town is moving in, they can support the candidates that want her gone, but I'm not one of those. I'm happy with the directions that we're moving in. I want to see continued progress. And I also know that I am putting a huge target on my back by speaking tonight. I've been informed, in a round about way, that I need to keep my mouth shut or I'll be sued. And I expect accusations and lies to be told about me, I've been through that before in an election. But I felt I needed to put all of that aside because I am not a politician and don't ever consider myself to be a politician, I consider myself to be public servant. And I can no longer remain quiet when I believe that untrue and unfair accusations are being delivered as facts. I'm not going to compromise my values and my beliefs to remain in office. So if it means that I am not re-elected, so be it, because I'm proud and grateful to have been a part of this Commission. I'm proud of the work that we have done. I believe this Commission has embraced change and actively pursued ways to improve the quality of life for our residents and for the businesses of this Town. For the first time in years we have a Town Manager who doesn't just do the same thing today that she did yesterday. And this was a status quo community that did the same thing the wrong way for many, many years. But she keeps us moving forward not stagnated, and I want to see that continued progress. I want to see our property values and quality of life improve with our downtown and the development there. And turning Park Avenue into an arts and cultural center where people come to really enjoy the best of what our Town has to offer. And I believe that Park Avenue can be the hub of our Town. I want to see us continue to move forward with environmentally friendly projects. I'd like to see us build a green rec center, community center that will serve as an EOC center as well. And I would like to see us get our community gardens up and running where we can work and learn and literally grow together as a community. I'm excited about those things. I'm excited about the businesses that are coming into Town and supporting them as they grow and prosper. I want to continue beautifying our green spaces and our parks and giving our residents places where they can play and come together and entry ways and amenities that we are proud of. And I want to continue to work on improving the safety with the lighting and the traffic direction so that we can retain our small Town, Town charm. I believe that we can be the community where people choose to open their business and raise their families. We've got these fantastic large properties and we're close to the water. We can get around walk and bike to neighborhood establishments. And I believe our downtown can

be a destination where people from all over come to enjoy this fantastic Town that we have. And I believe that Lake Park can be all of that and that that is what this Commission is working to try and do.

I'd be very happy to sit down and talk with anybody; I welcome questions, comments, concerns, and I'd like to sit down and look at the whole picture. And I thank you for your courtesy and your attention.

Applause

Mayor DuBois "Um please. Thank you. So Patty, that was ...

Commissioner Osterman "That's it."

Mayor DuBois "All right, Commissioner Daly. And do you need Bambi back up to ask her questions?"

Commissioner Daly "Um, yeah I'll get to it. I'll ask them."

Mayor DuBois "Okay."

Commissioner Daly "Well first thing I want to say is this...sounds like in somebody is worried that they won't be re-elected, that's fairly obvious to me."

Someone from the audience starting speaking out loud.

Mayor DuBois "Please call, don't interrupt from the audience, you know better."

Commissioner Daly "If you've got something to say come on up."

Commissioner Osterman "This is not the time for that."

Commissioner Daly "I don't object to it."

Mayor DuBois "I object to it and I'm running the meeting. Now is the time for you to comment. You go ahead and talk."

Commissioner Daly "Okay, well lets, but as I said it seems like Commissioner Osterman seems to have her mind made up, what I am involved with, not involved with and so on. Unfortunately I think she gives me too much credit when it comes to having the power in this Town to do and to make decisions and so on. I vote with this Commission probably if we went down to the numbers least in the middle upper 90% of the time we vote together and so on. "

"Issues that have come along for instance, not showing up at events and so on anymore. Let me tell you something about this sexual harassment thing, which I do not have a clue, do not have a clue what's it's about. I received a call from the Town Attorney one day and he said Ed we got to go over to see Bambi. I says what's it all about? He said I don't

know something about a sexual harassment. I said what are you talking about I have no idea what anyone is talking about here. So I met with Tom and we went in to see Bambi and Bambi said there no complaints there's no nothing it's on paper there's nothing here, and even the Town Attorney said well how do we defend ourselves against something he felt uncomfortable even bringing me in there because he had no idea what it was about; I had no idea what it was about, and I still don't have any idea what its about. I don't know if I might have said something to somebody, which we all could, in fact I think in talking with my attorney I have a sexual harassment case as well if I wanted to be that petty."

"But I use to receive phone calls at night, as late as 10:00 at night; 9:00; 8:00 and I thought we were having very nice conversations and everything else, but then I got uncomfortable with them. So I mean anybody can get dragged into something, but you don't know what it's all about and so on. Patty seems to think, Commissioner Osterman seems to think, I believe she's thinking that maybe I'm the guy that put Mr. Hoffman up here speaking about things. I never knew this man, never knew this man, and if you really analyze what he says he's not sparing me any. He says we the Commission, including me, I'm part of this Commission. And his comments comes against me and I think one of the things that got us out of control, on this particular issue, is the fact that we don't respond. We are not allowed to respond. If somebody comes to that podium I think the Town Manager or this Commission should respond and if they did we would not be having the problem that we had to, that we have going today. And if this Commissioner thinks that I'm responsible for whatever somebody says around Town; I don't know where she is getting her information but she is completely, totally, out in left field. Because I'm not the person out there doing negativities about anything, anything I have to say I say it. But I can't imagine how I'm getting all the credit for what somebody comes up. If the Town Manager would answer the man's questions when he comes up we wouldn't have these problems. What do we do? Just think about it, somebody comes up to the podium and speaks, we sit here like bumps on logs, and the person is asking can I get a response nobody says nothing. So you go home and you're aggravated because you want something answered. You have a question about something and everybody just sits here and stares. Okay, go home, you're out of here. You're done. And it goes out. But week after week when a person comes to the podium and they want questions answered, they want to know what's going on with certain things and if somebody comes up to the podium and hey I'm convinced that it cost me, it cost \$20 to do a particular thing and we're paying \$30 all you have to do is turn around and tell the man here, here's the facts, here's the figures, we can do, we can't get for \$10 show us how to do it and we will do it, but you don't respond."

Mayor DuBois "Commissioner Daly may I just want one thing, please let me just say this, in the middle of all this, this is the second or third time I've been called a bump on a log. It is my responsibility to see to it that we have a civilized discourse back and forth. Under Robert's Rules and I'm sure Attorney Baird will back me up on this, there is not to be, we have had, ten years ago I made a mistake at a meeting, its been about a year ago where the thing it totally went out of hand because of back and forth; we are not parliament we don't have back benchers, we don't jump up and down and answer questions. That is not the way in the State of Florida or in the Town of Lake Park that we can conduct business. That is reason that I don't allow the going back and forth. I just

wanted to say that. That is why I am a bump on a log sir. I'm just trying to maintain the exchange."

Commissioner Daly "I appreciate what you're saying, however it doesn't matter when a person comes in and wants a question answered in here, if we are not going to answer it from here certainly the Town Manager can answer it. And if she chooses not to and that person goes away disgruntled because they haven't had an answer; the situation boils, it gets worse, it doesn't get better until that person is satisfied that they got an answer. If the Town Manager were to say the next day we will get back and send them a memo, pick up the phone and say hello. Tell me where we can buy that part for \$10 instead of \$30 and if the man can do it, tell her where and so on that's what we should be doing. But that's not happening here. We sit here and we don't respond to what we're saying. Like I've said before I can't imagine where Osterman, Commissioner Osterman gives me all the credit for whatever disgruntled, whatever. If I have a feeling on something, such as our spending, I think our spending is out of control, I really do. At a time when this, not only this Town, but the Town, the County, the State, the Feds we are in such financial problems I think we need to cut back on our spending. I don't think we should be doing projects that are not necessary. When this Town Manager came into this Town was I not your biggest supporter, talked to her; I pushed for her I wanted her there. When I start talking long as we go there came a time where everything was fine with us until I said no on a few issues. I don't agree with you on this and that and I felt us going apart. So if you're going apart because you can't, she can't say no I'm just going to back off of this one; I say we've been through this before don't do it again. There's issues there's a lot more there that drove us apart."

"Now the packet that Commissioner Osterman talked about was sent to me. I don't know why it was sent to me and I'm telling you I don't know to this day who sent it. But after reading that package, I too felt like I have an obligation to this Town. I'm sitting up here, I'm know something, and I called our Attorney. Because I didn't know what to do with this information. I didn't know if I should present it. I didn't know if should just sit on it. And we had probably two, three, four conversations and I said I did not know what to do with it. Unfortunately what was in, and these were newspaper articles, it wasn't something that I made up or anything else. Whatever was said there referred to Maria Davis. Now what she has done in the past, if she's been fired, which I believe the article said she was forced to resign on a self claim, whatever that was it made we take a double look. And when I start thinking if were not spending money correctly here, if. That only tells me. Town Managers last three years, four years and they're gone, because for some reason or another they seem to get themselves in trouble. There's been nobody from this end here saying that she was going to be fired. I couldn't fire her if I wanted to. It takes the super majority to fire somebody. But I have issues as to some of the things that supposedly she was forced to resign down in Miami that I started to see here. And I'm saying wait a minute we can't be spending money the way we are spending money with the economy being what it is. That's when we started going in different directions."

"The sexual harassment thing I had no clue, but from that moment forward I stopped going to functions of this Town cause I didn't know whom my accuser are. I had no idea of what there talking about and I made up my mind. You're looking at somebody who's never had a traffic ticket, speeding ticket that I can ever remember. And for me to be

accused of something like that was devastating to me. And then as this thing continued all of a sudden Commissioner Osterman is saying well its from that point forward that I didn't go to the any of the functions. No I didn't go. I don't go to functions any more because I don't know who is saying what about me. Or who accused me of what, so I stay away. I stay away because I have no clue as to what is going on. And I'm not going to give anybody the opportunity to accuse me of something when I don't even know what's going on."

"There's a lot of stuff that's going on here; she mentioned the Security. Bob Wummer, Bob Wummer I know as well as probably I know John Downs sitting there. I say hello to him. I talk to him, I've been to his house. I've ridden on his boat, that's about it. Now have, I haven't been to his house in a year probably. Or since Robby our ex security guard died. I went to the service. He is no more of a friend than any other casual friend. So if she is going to turn around and say I tried to get him that job, she is wrong. What aggravated me with that security thing was we originally had five people that bid for that job. I believe it was five. When we picked, we didn't pick, there was only one to pick from. Because of a bunch of...whatever went on there. The one outfit that was had to pick got the job. And I know I asked this Commission to bring the five original bidders back. Lets have them re-bid the job, lets be fair to the five individual companies and lets get this thing straight. No. No; we are not going to do that. You're not going to do that your going to take the one company that I got left up there. Its wrong. I still feel its wrong. There's many things that have gone on and bidding is one of them. I'm a true believer if we are going to give out a job we bid on that job. If we, we have this deal going on right now with electrical. There was a mammoth mistake there. If we had out there four or five people that would probably help us to find that mistake before it went down the way it did."

"So there is many things that happened when I have a problem and I wrote her in her comments on my last review that I think there was been three now to date public works officials, public works people that she's fired. I'm a Commissioner and I have no idea why they were fired. I write her review, I'm her supervisor I don't know what she's doing, she doesn't tell me why she is firing somebody. And when you bring somebody in and you fire one person and I asked Maria Davis well why'd you fired that guy. She said I walked into his office and he was reading a novel. So? You fire somebody for having his feet up on his desk reading a novel? This sounds crazy but nevertheless that's what I was told. And then we had, I believe the second guy, come in and he got fired and now we just fired another one. We have no idea. It's our job to know these things in my opinion. She works for us, we write her review, her reviews. If I get a report from maintenance in the garage and they tell me, I mean it's on the print out, I changed the bulb in truck 5. Captain Reece he has a detailed report what his men are doing, all the stop they make. We have detailed reports. We don't get no report from this Town Manager. Yeah we have these meetings here, but I don't know what's going on behind the scenes. I don't know why she fired somebody. Now the lady that she hired over here for \$95,000 with her package, \$80,000 plus her package. She hires. I think in this economy, in fact the range there I think was \$60,000 to \$90,000 she hired her at the top end. In today's market you can get people all day long. Not paying anywhere near what we did five or six years ago. Then I hear on the street because that's where I hear most of my information, that this lady had a car accident or somebody had a car accident and she

advanced her her sick days, her earned days, all this kind of stuff. Now I hear that on the street. I don't have the answers for the people when they say why is the Town Manager advancing somebody monies on vacation and earned days and so on. And I stand there and say I don't know. I don't have a clue what you're talking about. And then I had said a long time ago if we got a job available that we should take a long hard look and make sure that if a person in the Town of Lake Park is qualified to do that job we should hire that person. That very lady that she hired for the \$90,000 and supposedly advanced her her sick days, earned days. Then she turns around and hires her daughter to be a meter reader. Now that being the case I would say why aren't we hiring our own people. There's probably a lot young people, I know two or three people that said boy I'd love to have that job. These are retired people. So there's; when you turn around and you look both ways and know what's going on both ways then you have a better understanding of where I'm coming from. If I don't like something that she's doing, if I think its wrong, I'm going to vote against it, its as simple as that. If she, if Commissioner Osterman decides that she's wants to favor the Town Manager and, and support her. She gave a phone number out to her previous job of a Commissioner and said call her, she has nothing but good things to say about her and this and that. I believe this is the same Commission that forced resign, got the commission, that got the Town Manager to force resign. Why didn't she give the numbers of everybody who were against Ms. Davis as well as the other way. Why doesn't it work both ways."

Commissioner Osterman "They weren't there."

Commissioner Daly um.

Commissioner Osterman they weren't there.

Commissioner Daly who wasn't there.

Commissioner Osterman the time period of who was serving then; I explained it that night.

Commissioner Daly all I'm saying to you if she had to force, if she was forced to resign; I read that not knowing the circumstances of it, it made my feelings change. And I'm thinking and double thinking myself, but I had my suspicions. So there's a lot on your side if that is what you want to believe, but there's a lot that I have to do and I have the responsibility of this Town as well. And there are things that are going on that I don't like, I think and one of them and I'm not saying any one of them is dishonorable, I'm just saying we spending... it's out of control for, for, for the times and so on we are spending far too much money. We don't have the money.

Mr. Cutcher is here tonight. I've been sitting in the Marina taking pictures over in that Marina. Now Ms. Davis declared that emergency to cover that over. Mr. Cutcher says got to cover it over, whatever he wanted to do to make sure that no body fell down and got hurt. Well that's been covered over for two years. There peeling that off today, yeah we got some holes there about this deep, maybe about this big, nothing that wouldn't be taken care of with proper maintenance. As a matter of fact I have pictures here if anybody wants to see of these sidewalks that they're uncovering with all this stuff. And we have

now invested near \$150,000 in plywood and covering that the carpeting. Unfortunately for us the people that we're suing also have people down there taking pictures of this. And there saying what is the problem here. And there scratching their heads and I'm standing there and I take the pictures of the pavers. Regular maintenance we wouldn't had to cover the pavers. Here's the pictures, I mean, there they are sitting in a row. I have the pictures of the hole, by one or two wheel barrels full of sand and vibrated in would have taken care of that. Least we would have known where the weak spots are. They pulled the, they pulled the plywood off where they drilled holes in the seawall, those things should have been sealed. Because if its going to sit there for another two years that will decay all those holes in the seawall. They didn't do that. Those things are just laying there with all those holes in there; and you can rest assure when we get into court these pictures, not these, but their pictures that their engineers got there are going to be presented. And for what I see that we spent in that Marina on many things, if we won that case, what are we going to get half. We're already spent it. Between engineers, attorney's its going to be a no win situation for us. The tax payers are going to get it again I guarantee it because we are still going to be sitting with a broken Marina. And in, in, while all this is going on Mr. Cutcher is the one that came in here and said we need to add eight slips in here be beneficial to the Town. We've got more empty slips down there and we are in the height of the season. What do we need to expand our Marina at a cost of one million dollars. And if its grant money, I don't care. We had our grant writer come to, who I totally respect, we've got the best grant writer going, but she comes in and she says no local money. What in the Gods name. Where does grant money come from. It comes from us. One way or another we're paying. So these are just a few of the answers of what bothers me, what's on my mind and I'm not going to vote for something that I don't believe in. If you've got something else that you want to say about me, I will be more that happy to discuss it with, in public, but I have nothing to hide. But I will tell you I think you're just so worried, and I'm talking to you Commissioner Osterman, you want that job, this job so bad that you'll try anything or do anything. You're just sounding very much like a lady that campaigning very hard."

Commissioner Osterman "Ed I don't even know if I'm going to run."

Commissioner Daly "Well that's up to you. But I'm just telling you the way it is with me. I just vote for what I think is the right thing to do. And I think there's a lot of things that are going on here that I don't think it is very good or very healthy for our Town. What else can I say, it's you know, it is what it is. That's it."

Mayor DuBois "That's the end for you. Okay, I appreciate everyone having the patience. You know I believe in giving both sides the opportunity to say what they feel that they need to say. Next we go to my attorney. Mr. Baird do you have anything to say?"

Attorney Baird "Yeah, well I have a lot to say."

Mayor DuBois "I'm so shocked."

Attorney Baird "But not as much as the Commissioners."

Commissioner Daly "May I ask one question Mr. Baird. Is that remark pertaining to me and this discussion or no?"

Attorney Baird "No, it's pertaining, its going to pertain to the Legislative Delegation."

Commissioner Daly "Oh okay, fine."

Attorney Baird recapped for the Commission the meeting with the Legislative Delegation. He stated that he and Lobbyist Fausto Gomez made a presentation to the delegation. There were a total of 32 presenters, each of which was given three minutes to explain what they were asking of the delegation. Mack Bernard, the Town of Lake Park representative was unavailable as he is still in Haiti. The Town received a positive reaction from the representatives. Attorney Baird stated that he asked for support on two issues, amendment to F.S. 419, which regulates community residential homes. He provided an example of what a community residential home means. The proposed legislation will propose to amend the statute to include halfway houses or sober houses, or whatever the terminology ends up being as a type of community residential home. This will regulate the number of sober houses that could be in one municipality.

Attorney Baird went on to explain the second item on the legislative proposal which was the licensing of sober homes. He explained that there is a real concern for the residents in these types of homes getting the proper medical care they need. He stated that they are proposing the licensing of these homes so that residents can take the proper protocol if they face a problem. He stated that he or Mr. Gomez will keep the Commission apprised of any updates to their proposals.

Attorney Baird stated that his final comment to the Commission was that he received a call from a professor at Duke University. The professor was writing an article on the Justice Department and the limited voting systems. The professor indicated that the Town of Lake Park, Florida; Euclid, Ohio, and Port Chester, New York were three cities that were implanting a new Limited Voting System as apposed to its At-Large Voting Method. The professors main interest in the Town's new voting method was who had proposed the new method. He stated that the professor was quite tickled to learn that the Town had proposed the method. The professor explained that with the other cities, they had admitted liability and then had gone through a trial process and had to fight for the type of method they wanted. The Town of Lake Park was different in that it did not admit any fault until it got the voting method it wanted. He stated that the Town saved a substantial amount of money by not going to trial. Attorney Baird stated that he would be receiving a draft of the piece and would provide a copy of the final piece to the Commission.

Commissioner Daly asked with all that the Town spent of this case, what would happen if no minorities run in this election. There's no recourse for the Town to recover any of the expense.

Attorney Baird indicated that the Town would have no recourse because the Town entered into a Consent Decree, which meant that the Town agreed to the method.

Commissioner Daly stated that the Town had no choice in the method that was chosen because each time one choice was made they (The Justice Department) would deny the Town that option.

Attorney Baird explained that the Commission got the best deal that it could have gotten for the Town. He stated that even if no minorities run, it does not preclude a change later either by referendum or that the Commission desires to go back to the system the Town used to have. The Department of Justice may not like that idea, but they would have to allege a new case based on a different set of facts. He stated that he does not advocate that change because there could be a greater liability, but it could be possible.

Town Manager Davis stated "Good evening. To piggy back on the Attorney's comments regarding the legislation on sober houses, I received a call from Fausto Gomez today, who spoke with State Representative Mark Pafford from North Palm who is actually in the business of community residential group homes for the developmentally disabled. He is very, very familiar with the problems with unlicensed homes and is very desirable to sit down with us,...thank you...sitting down with us and discussing what he can do to assist us with the legislature."

"We have, my next item is we have a "Send a Kid to Summer Camp" 5K run on Saturday, February 27th. The location is downtown at 7:30 – 11:30 a.m., the location is downtown 9th and Park Avenue. The description of the event is ... the proceeds from this event will help Lake Park kids attend our Summer Camp program. It's a certified 5K Run course throughout the community. The entry fees adults \$20; individuals 17 and under is \$15; and on the day of the race, if you wish to enter on the day of the race entry fee will be \$25. Metals will be awarded to the winners and if you, the closing date for on-line registration is Friday, February 26th at 3:00 p.m. You can register at www.accuchiptimeing.com for more information you can call the Parks and Recreation Department at 881-3338. "

"Library News, we have a monthly movie matinee at 5:30 p.m. on February 15th "The Curious Case of Benjamin Button", it's a 2009 release. We have free Pre-K registration 3-7 p.m., on Tuesday, February 16th. We also have a preschool story event for Thursday, February 25th at 3:30 p.m. "Anansi Does the Impossible" it's an African Folk Tale. We also have Basic Computer Classes every Wednesday, from noon – 1:30 p.m. We still have the US Census is still offering temporary employment opportunities. They will be offering the pre-employment placement examination at the Library several different dates and time, check our website please or channel 18. AARP will be assisting with Tax preparation every Saturday at the Marina on the second floor beginning this Saturday, February 6th through Saturday, April 10th from 9:00 a.m. – 1:00 p.m. The Bayberry Drive demonstration block lighting project has two contractors working installing the underground conduit and the other one is constructing the electrical service. The concrete poles are scheduled to be delivered tomorrow. We anticipate the lighting to be operating by February 17th."

"And lastly I also have a few comments that I need to make regarding some comments that were made tonight and I promise you they will be brief."

“Mr. Hockman was concerned about the design cost for the engineer for the electrical service. We said that, I was asked a question by the Vice-Mayor last Thursday, how much did it cost for this presentation and for her to work up the numbers and I said \$700. And that is exactly what it cost. We weren’t talking about the Bayberry project, the design work on the Bayberry project. I was asked a specific question by the Vice-Mayor and I answered him specifically on what the presentation cost to develop as well as the estimate. You say you don’t get answers I’m giving you an answer now. And respectfully Commissioner I have sat down with Mr. Hockman and I have tried to discuss facts and staff can verify this. It is very difficult if our facts differ from what Mr. Hockman wants to believe. I have made that attempt. Staff has made that attempt. It is very difficult to deal with someone who doesn’t want to hear fact.”

“You made a comment that we separated because we began disagreeing, you and I did get along very well. I say this very respectfully, I work for five people not one. And when I have four other people, my four bosses telling me they want to go in one direction and it differs from your direction, I have to go with the majority of my bosses. If I were just working for you, you and I wouldn’t have a problem. You have a problem when I have to go with the wishes of the rest of my bosses. And this mysterious package where I was forced out of a job; I really find it amusing because I sat down with each and every one of you, before you signed a contract with me and I told you why I left my former job.”

Commissioner Daly “And that was...”

Town Manager Davis “And that was because the Mayor was indicted.”

Commissioner Osterman “Not this Mayor”

Town Manager Davis “Yes.”

Commissioner Daly “No you told us.”

Town Manager Davis “Yes, the Mayor was.”

Commissioner Osterman “It’s what she told me.”

Commissioner Daly “You told...”

Town Manager Davis “Commissioner.”

Commissioner Daly “You told...”

Town Manager Davis “Commissioner.”

Commissioner Daly “You told us that you stepped aside to let the new regime...”

Town Manager Davis “Commissioner I know what I told.”

Commissioner Daly “And I know what I heard you say.”

Town Manager Davis "Okay well."

Commissioner Daly "It's on a; it's on ..."

Town Manager Davis "So we're going to have to agree to disagree again."

Commissioner Daly "It's on your application."

Town Manager Davis "Absolutely. I disclosed it."

Commissioner Daly "That you stepped aside in order to let the regime down there."

Town Manager Davis "No, I'm sorry sir."

Commissioner Daly "Okay."

Town Manager Davis "I'm sorry."

Commissioner Daly "That's why you and I seem to be bucking horns here because.."

Town Manager Davis "the..."

Commissioner Daly "The problems..."

Town Manager Davis "The, may I finish? Madam Chair?"

Commissioner Daly "Go ahead."

Mayor DuBois "Yes, absolutely go ahead and finish. I'm sorry Ed. Everybody has had..."

Town Manager Davis "The firing of, the firing of an administrator for reading a novel that's absurd. The administrator was dismissed for performance related issues and the day that I walked in to dismiss him he was sitting there reading a novel. You, you didn't mention the full story. And I say this again very, very respectfully, when you're asking for information about day to day operations with employees you really need to read the charter and my contract. You're a policy maker, I am responsible for day to day operation and I actually inform this Commission, I'm afraid sometimes I over inform this Commission. I am sorry that you feel that you're not informed enough. I, I have never gotten a complaint from any of your colleagues that I don't inform them enough."

"And as far as hiring the, the Economic Development Director...anyone can say that anybody makes too much money, or too little money, without any foundation, without any knowledge of what the industry calls for."

Commissioner Daly "And you, and you, told us, when I asked you that, you said."

Mayor DuBois "Please Ed please let her finish."

Commissioner Daly “Well I think we’re, we got an answer to what you’re saying then.”

Commissioner Osterman “I didn’t interrupt you.”

Commissioner Daly “I’m not talking to you”

Mayor DuBois “Patty I don’t need you to help me either.”

Commissioner Daly “This is my Mayor not you.”

Mayor DuBois (strikes the gavel) “Okay would you please let her finish?”

Commissioner Daly “Okay, let her.”

Town Manager Davis “Anyway I, I hired professional and paid her market value because I am very familiar with what the market value is. And as far as her daughter being hired, I didn’t even know her daughter was hired. I had, I did not participate in that selection process. I was in Pennsylvania at the time, I had no idea her daughter had even applied for the job. And the comments that spending is out of control, I, we are not one penny, we are not spending one penny beyond what was budgeted number one. And secondly everyone that is sitting on this Dias understands that we must, protect residents from life safety issues at the Marina. You may disagree that holes in the walk, in the paver walk is okay and we’ll just throw a bucket of sand in there. It is unsafe. It is my fiduciary responsibility as the manager when I know there is an unsafe condition that I must protect the Town from that unsafe condition. And I have an expert in the field that has advised all of us why we are having a catastrophic failure there. And it is going to continue and I acted in the best interest of the Town”

“And you mentioned that people that we are suing are there taking pictures, that’s because we called them, under council’s direction, we have, we have an attorney, yes and we are suing and it is our responsibility to let them see us uncovering the problems that they created. We are very well aware that they are there, we invited them there. And I’m going to finish there. Thank you madam Mayor.”

Mayor DuBois “Alright. And you got one more thing.”

Commissioner Daly “Can I respond to that.”

Mayor DuBois “Yes you can, but make it short. We, we just want to avoid a back and forth.”

Commissioner Daly “What I’m saying to you in the Marina is the majority of that uncovering has revealed no major, nobody is in trouble if that was uncovered, yes we do have holes and it needs to be attended to, but let me tell you, being covered up, such as it was, had a cost of what \$150,000 between two applications. We spent \$150,000 approximately on plywood and that carpeting. If we had spent a person from the Town going in there and filling up those holes and so on that we have, which are very minor

considering that that place has been covered up for two years with no maintenance. Paver bricks always require maintenance. And we will always have maintenance with that always. Now if we had a bridge type thing, which is something else we don't have it but the sidewalks that would have been a whole new case. But I'm telling you that we could have paid somebody to fill in those holes on occasion where required and we would have known where the problems were and it would have been taken care of. And it wouldn't have cost us \$150,000 plus two engineers. We spent major, major dollars that we do not have, and it could have been handled by one of the public works people taking care of those holes for us and we would not be in the situation we are. We are going to get into court, we, like I told you before, for the money you've spent in that Marina between attorney and engineers we will never the money back."

Town Manager Davis "Fixing, fixing problems Commissioner that I did not create."

Commissioner Daly "I realize that."

Town Manager Davis "I'm, I'm fixing a mess that I was handed."

Commissioner Daly "I realize that, I absolutely and totally agree with you, however you're doing something that I think is completely ridiculous. It's an emergency, it's this. It's not an emergency. I have the pictures to show you. You want to see it? You've been down there."

Vice-Mayor Carey "I make a motion to adjourn."

Commissioner Daly "Are you in a hurry Jeff? We'll excuse you."

Vice-Mayor Carey "This isn't an agenda item Ed or Commissioner Daly."

Commissioner Daly "I just got done saying."

Vice-Mayor Carey "This is Commissioner comments."

Commissioner Daly "If you're in a hurry we'll excuse you."

Vice-Mayor Carey "It is not a conversation, we can put it back on an agenda next week."

Commissioner Daly "Are you in a hurry?"

Vice-Mayor Carey "No its 9:00 and I've got no where to go. It's not an agenda item."

Commissioner Daly "Do you want to be excused?"

Vice-Mayor Carey "No, I just made a motion and I want to get a second."

Commissioner Daly "We are just trying to straighten out some things that deal with the Town and you're in a hurry to go."

Commissioner Osterman "If that's the case Mayor then I would love the opportunity to rebut."

Commissioner Daly "But all I'm saying to you is when it comes to the Marina we've spent a bundle of money we are not going to get back and I think you made a mistake down there simple as that."

Mayor DuBois "Alright I have, okay, I have a motion to adjourn. Do I have a second?"

Commissioner Daly "Second."

Mayor DuBois "All those in favor please say aye."

"Aye"

Mayor DuBois "All those opposed? Bless you Lake Park. Thank you very much. We are adjourned."

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rumsey and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 7:35 p.m.

Mayor Desca DuBois

Town Clerk, Vivian M. Lemley

Town Seal

Approved on this _____ of _____, 2010

TAB 2

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

Meeting Date: **March 3, 2010**

Agenda Item No. 2

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Regular Commission Meeting Minutes of February 17, 2010.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of February 17, 2010.

Approved by Town Manager *Neil Lewis*

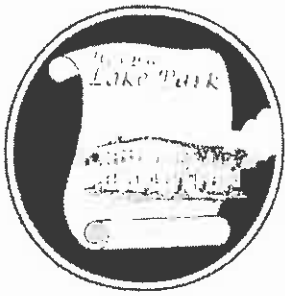
Date: 2/26/10

James Sheple
Deputy Clerk

2/25/10
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <u>ymc</u> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>x</u> _____: Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 17, 2010, 7:25 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 17, 2010 at 7:25 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, and Osterman, Town Manger Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Commissioner Rumsey was absent.

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

Mayor DuBois stated that the reason Commissioner Rumsey was absent from the meeting was because he had to be with his mother who was placed in hospice.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

**Motion: A motion was made by Vice-Mayor Carey to approve the agenda;
Commissioner Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

Public and Other Comments:

Genanne Doughty, 1008 7th St. – stated the importance of voting at the next Town election to the Town's residents. She gave a brief history of voting in the U.S as well as the importance of just one vote. She stated that March 3, 2010 was the deadline to request an absentee ballot.

Gary Jackson, 1210 Gateway Rd. - stated that he would like to see Robert's Rules of Order adhered to from that point on unlike what happened at the last Commission Meeting. He stated that because of Sunshine Law the Commission cannot meet to discuss Town business but can meet to discuss and work out personal disputes and issues. He stated that he received 37 phone calls from people in the county who were customers that asked what was going on at the last Commission Meeting. He discussed other issues he had with the Town's hiring decisions and bidding process. He then directed his comments to Attorney Baird and stated that he would like to see the Town recover the money it has been forced to spend to satisfy the Federal Government by doing nothing more than changing the rules of the election.

Steven Hockman, 638 Flagler Blvd. - stated that he was told at the last Commission Meeting by a Commissioner to be a leader and not a follower. He stated that leaders ask questions and followers do not. He stated that he was more willing to look deeper into the issues but needed all of the facts not just half the facts in order to do so. He expressed his concerns and issues regarding the monies generated and spent on the parking meters. He stated that the Commission has brought up the comment that he does not like the answers so he keeps asking the questions. He stated that if the Commission and Town Manager would give the answer to his question, he wouldn't have to keep asking. He stated that he never asked why the Employee Handbook was done but why the cost was \$40,000 more than what the contract had stated. He stated that the contract was not to exceed \$10,000. He stated that on January 20, 2010, Commissioner Osterman stated that the project was done at half the cost. He stated that based on the information, it did not matter what someone charges per hour when the contract states "not to exceed". He stated that the job is expected to be done at that fee. He stated that those were the types of questions he was asking, not why the Employee Handbook was done.

Public Comment Closed.

Consent Agenda:

1. Regular Commission Meeting Minutes of January 20, 2010
2. Special Call Commission Meeting Minutes of January 28, 2010
3. Resolution No. 11-02-10 Reimburse the Town for Costs Incurred in the Event of a General Obligation Bond Issue
4. Resolution No. 12-02-10 Extension of Waste Management Contract for 90 Days
5. Authorization for the Mayor to Send a Letter to the Bioscience Board

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve the Consent Agenda; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

ORDINANCE ON FIRST READING:

**ORDINANCE NO. 03-2010 Moratorium on Pain Management Clinics
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS AND A MORATORIUM AS TO THE FILING AND/OR RECEIVING OF ANY PETITION FOR THE ESTABLISHMENT OF PAIN MANAGEMENT CLINICS AS DEFINED HEREIN; PROVIDING THAT ZONING IN PROGRESS AND THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL TERMINATE ON THE EFFECTIVE DATE OF THE TOWN'S ADOPTION OF LAND DEVELOPMENT REGULATIONS TO REGULATE PAIN MANAGEMENT CLINICS; PROVIDING FOR LEGISLATIVE FINDINGS, INTENT AND PURPOSE; PROVIDING FOR A DEFINITION OF PAIN MANAGEMENT CLINIC; PROVIDING FOR THE BOUNDARIES SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Public Comment Open.

None

Public Comment Closed.

Vice-Mayor Carey asked if the Town was working with the League of Cities on the issue.

Town Manager Davis explained that Attorney Baird was addressing and working on the issue.

Attorney Baird explained that they were following the County's lead on the issue. Palm Beach County Commissioner Karen Marcus had requested that the northern municipalities work with the County in developing pain clinic moratoriums. He stated that the Town has borrowed some of the language that the County has used in the issue. He stated that the Ordinance was providing that the moratorium would be in place until

such time as the Town adopts new land development regulations that would better regulate pain management clinics. The actual regulations would be based on what the County was developing.

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance No. 03-2010 upon 1st reading; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

Attorney Thomas Baird read Ordinance No. 03-2010 by caption-only.

PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

**ORDINANCE NO. 02-2010 Amending Chapter 34 and 78 Landscape and Vegetation Standards
AN
ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34 ENTITLED "VEGETATION", ARTICLE I; SECTION 34-1 ENTITLED "INTENT"; SECTION 34-2 ENTITLED "DEFINITIONS"; SECTION 34-3 ENTITLED "PUBLIC TREE CARE"; SECTION 34-4 ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY - REPLACEMENT BY ANOTHER TREE OR BUSH"; SECTION 35-5 ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS"; SECTION 34-6 ENTITLED "TREE TOPPING"; SECTION 34-7 ENTITLED "PRUNING, CORNER CLEARANCE"; SECTION 34-8 ENTITLED "DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY"; SECTION 34-9 ENTITLED "TREE REMOVAL STANDARDS"; SECTION 34-10 ENTITLED "ARBORISTS LICENSE AND BOND"; SECTION 34-11 ENTITLED "REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES AND OTHER TOWN OWNED OR CONTROLLED PROPERTY OR RIGHTS OF WAY"; AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-252 ENTITLED "LANDSCAPING GENERALLY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT;**

PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance No. 02-2010 upon 2nd reading; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

Attorney Thomas Baird read Ordinance No. 02-2010 by caption-only.

RESOLUTION:

RESOLUTION NO. 10-02-10 -Adoption of the CRA Plan

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING PROPOSED AMENDMENTS TO THE COMMUNITY REDEVELOPMENT AGENCY PLAN PURSUANT TO SECTION 163.360, FLORIDA STATUTES; PROVIDING

Public Comment Open.

Genanne Doughty, 1008 7th St. – stated that she attended a Sustainability Subcommittee meeting and learned where to receive seed for free for the Town’s proposed Community Garden. She stated that she had learned some very interesting facts about Community Gardens. She stated that she had a list of things that the Town could teach people like what to plant and how to plant at the Community Garden.

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 10-02-10; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

DISCUSSION AND POSSIBLE ACTION

Authorization to Install a Tree and Bronze Plaque at Kelsey park in Memory of Alexandra Mary Spilos

Andrew Spilos, the surviving father of the late Alexandra Mary Spilos, requested to install a tree with a bronze plaque in her honor. He gave a brief explanation of his history with the Town and what had happened to Ms. Spilos. He stated that because of her death, he became involved with the Drowning Prevention Coalition. He explained that the tree and plaque would be of no cost to the Town.

Commissioner Osterman stated that the Drowning Prevention Coalition was a fantastic organization and was the reason she put her son through swimming classes. She stated that she was sorry for Mr. Spilos' loss and would be honored to have a tree and plaque in Alexandra's honor placed in Kelsey Park.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve the installation of a tree and bronze plaque at Kelsey Park in memory of Alexandra Mary Spilos; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Daly	X		
Commissioner Osterman	X		
Commissioner			

Rumsey			Absent
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-0

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois stated in response to Mr. Jackson's comments that the Town operates by Roberts Rules of Order. She stated that she tries to be nice but that sometimes it backfires. She explained that the Commissioner Comment portion of the Agenda was a time where the Commission could discuss items that were not on the agenda. She stated that it was very hard and emotional times and the Commission needed to focus on the present and the future business of the Town. She stated that she planned on using her gavel however needed and would operate on the laws of Robert's Rules of Order to regain control.

Vice-Mayor Carey

None

Commissioner Daly

None

Commissioner Osterman reminded everyone of the Town's final Safety Walk which would take place on February 26, 2010 at 6 p.m. and will meet on the corner of 6th Street and Bayberry Dr.

Commissioner Rumsey

Absent

Town Attorney Baird stated that he wanted to address Mr. Jackson's remarks. He stated that he understood Mr. Jackson's frustrations with regards to the Town having to expend a large sum of money to defend itself. He stated that he did have several conversations with the lawyers from the Department of Justice regarding recovering the Town's costs and they did not give the issue any serious consideration. He explained to them that the Town was a small Town made up of approximately 9000 residents and was not a wealthy Town wherein it could spend large amounts of money to defend itself in litigation against the U.S. Department of Justice. He explained that the reality was that continuing the fight would've cost the Town a much more substantial amount of money than what it cost just to change to its form of government. In doing so, the Town gave the United States a reason to settle the case. He stated that he believed that the Town got the best deal it got under the circumstances. He stated that it did not mean that the Town could not change its form of government in the future but would need to be sure that the statistical data backed up any change that they may make. He explained that there was no mechanism for recovering the attorney's fees even if they had prevailed in the litigation.

Commissioner Daly asked Attorney Baird if he had heard from the Department of Justice since the filing of the candidates for the Town's next election.

Attorney Baird explained that he sent the three lawyers from the Department of Justice an e-mail soon after the Town Clerk informed him of who had filed for the Town's election. He stated that there was a snow storm in Washington and facilities were closed for four days. He stated that one of the attorneys had asked that Mr. Baird keep him informed of who filed, but he has not heard from him since he was informed.

Town Manager Davis spoke about the Department of Justice case against the Town. She stated that the Town Attorney did a fabulous job in keeping the Town out of the worst type of scenario which would have been single member districts.

She announced a pre-school story time tomorrow, February 18, 2010 at 3:30 p.m. in the Library. The Friends of the Library meet on Monday, March 1, 2010 immediately following the Library Board Meeting. Another pre-school story time will take place on February 25, 2010 at 3:30 p.m. in the Library in which "Anansi Does the Impossible" a West African folk tale will be read. The Marina Sunset Party will take place on Friday, February 26, 2010 starting at 5 p.m. and concluding at 7 p.m. The Town's first 5K run called "Send a Kid to Camp" will take place on Saturday, February 27, 2010. The proceeds will help kids who would not normally be able to attend camp. The entry fee for adults is \$20 and children under 17 would cost \$15. The cost is \$25 on the day of the race. If anyone was interested they could contact the Recreation Department at 881-3338. She gave a special thanks to the 5K run sponsors which were Someplace Bar and Grill, Adkins and Associates, Inc., Chik-Fil-A Restaurant, Shamrock Jewelers, and Mullinax Ford.

She reminded residents that the Town gives a 90 day grace period to remove holiday decorations and lights. She stated that Code Enforcement would then cite properties that were not in compliance by March 1, 2010.

She wished Commissioner Rumsey well during his very difficult time.

She stated that she wanted to address Mr. Hockman's comment regarding the Employee Handbook. She reminded Mr. Hockman that it did not matter what attorney would have worked on the Employee Handbook. She stated that the HR Director had fully explained publicly why the project had to be expanded. She stated that it was not just a handbook that needed revision, but all the Resolutions, Ordinances and a Labor Contract that related to the handbook as well. She stated that each time they ran up against an issue and another revision needed to be made it was brought back to the Commission for approval and they approved every single penny that was spent on the handbook. It was thoroughly explained every time the scope of work needed to be expanded. She stated "Mr. Hockman, you keep saying you didn't get answers but you did. I don't remember if it was the last meeting or two meetings ago, but the HR Director stood up here and described at length why it had to get expanded. So I'm hoping I explained your concerns. If you'd like to sit down and talk about them further, I would be happy to do that. I can see by the look on your face that you're not content with the answer again but we'll continue to keep trying so that you and I can get on the same page.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 8:08 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd

Town Seal

Approved on this _____ of _____, 2010

TAB 3

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

Meeting Date: March 3, 2010

Agenda Item No. 3

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Renewal of Marina Security Services Contract

RECOMMENDED MOTION/ACTION: Renew contract with CSS USA, Inc.

Approved by Town Manager

W. Davis

Date:

2/24/10

James M. Costello
Name/Title Finance Director

2/24/10
Date of Actual Submittal

Originating Department: Finance	Costs: \$ 63,019.32 Funding Source: Acct. # 401-57-579-800-34000	Attachments: Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In December 2008 the Town issued a formal request for bids for security services at the Lake Park Harbor Marina. Proposals were received and reviewed and the contract was awarded to CSS USA, Inc. for a period of one (1) year with an option to renew for an additional two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the Town. It has been determined that the firm has performed very satisfactorily and the Town and CSS USA, Inc. wish to exercise the option to renew this contract for a period of one year after which one (1) one (1) year option to renew remains as specified in the initial contract document. All prices, terms and conditions shall remain firm for this renewal period.

TOWN OF LAKE PARK
AND

CSS USA, Inc.

THIS CONTRACT, made this 3rd day of March, 2010, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and CSS USA, Inc., a Florida Corporation, State of Florida License No.:BB2700042, FEID Number 38-1903209, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

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

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

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

WHEREAS, the TOWN has solicited and received bids on January 20, 2009, for the required security services; and

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

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

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

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

1. STATEMENT OF WORK

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

1.2 CONTRACTOR shall obtain a Business Tax Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must be licensed by the Florida department of Agriculture and consumer Services, Division of Licensing prior to commencing work under the Contract and must provide the TOWN with a current copy of such license.

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

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

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

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

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

3. **CONSIDERATION**

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are agreed to by the parties in writing shall be: \$63,019.32.

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

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

incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

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

- a) This Document and all amendments and addendums thereto.
- b) CONTRACTOR'S Bid 07-2008;
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents

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

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

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

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

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

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

8. **INSURANCE REQUIREMENTS**

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following

specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

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

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

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

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

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

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

9. **INDEMNIFICATION**

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

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

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

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

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

10. **SUBCONTRACTORS**

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The CONTRACTOR shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

11. **PERMITS AND LICENSES**

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

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

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

12. **WARRANTIES OF CONTRACTOR**

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

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

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

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

13. **OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the

CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. **TAX EXEMPTION**

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

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

15. **RECORDS**

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

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

16. **PUBLIC ACCESS**

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

17. **FORCE MAJEURE**

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. **GRATUITIES**

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

19. **GOVERNING LAW AND VENUE**

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

20. **CONTRACT AMENDMENTS**

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

21. **NO WAIVER**

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

22. **NO ASSIGNMENT**

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

23. **ATTORNEY'S FEES**

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

24. **COMPLIANCE WITH LAWS**

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of

this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. **INDEPENDENT CONTRACTOR STATUS**

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. **INTEGRATION**

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

27. **TERMINATION FOR CAUSE AND DEFAULT**

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

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

28. **TERMINATION FOR CONVENIENCE OF TOWN**

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

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

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

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

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

29. **NON-EXCLUSIVITY**

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

30. **FUNDING**

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

31. **RIGHT TO AUDIT**

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

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

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

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

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

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

33. **SAFETY**

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

34. **NOTICE**

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

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

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

CSS USA, Inc.
Corporate Address: 8066 E. Fulton Street
Ada, MI 49301

Local Address: 1750 North Florida Mango Road
Suite # 104
West Palm Beach, FL 33409

35. **SEVERABILITY**

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

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

ATTEST

THE TOWN OF LAKE PARK

By: _____
Vivian Mendez Lemley, Town Clerk

By: _____
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 200__

(Notary Seal)

Notary Public

My Commission Expires: _____

TAB 4

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

Meeting Date: March 3, 2010

Agenda Item No. 4

PUBLIC HEARING

RESOLUTION

Public Hearing

DISCUSSION

ORDINANCE ON SECOND READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Ordinance to formalize zoning in progress and a impose moratorium on the establishment of Pain Management Clinics until such time as staff can review its land development regulations to specifically address the proliferation of Pain Management clinics within the boundaries of the Town of Lake Park.

RECOMMENDED MOTION/ACTION: Adoption

Approved by Town Manager *[Signature]*

Date: 2/25/10

Originating Department: Administration	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary: This Ordinance imposes both Zoning in Progress and a Moratorium on Pain Management Clinics which might propose to open for business within the Town of Lake Park. Palm Beach County has already adopted a Moratorium for the unincorporated areas of the County and many municipalities are also adopting moratoriums. It would be prudent for the Town to also impose a moratorium so that the operators of these facilities do not locate within the Town while the County, the Town and other municipalities develop legislation to better manage this use.

ORDINANCE NO. 03-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS AND A MORATORIUM AS TO THE FILING AND/OR RECEIVING OF ANY PETITION FOR THE ESTABLISHMENT OF PAIN MANAGEMENT CLINICS AS DEFINED HEREIN; PROVIDING THAT ZONING IN PROGRESS AND THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL TERMINATE ON THE EFFECTIVE DATE OF THE TOWN'S ADOPTION OF LAND DEVELOPMENT REGULATIONS TO REGULATE PAIN MANAGEMENT CLINICS; PROVIDING FOR LEGISLATIVE FINDINGS, INTENT AND PURPOSE; PROVIDING FOR A DEFINITION OF PAIN MANAGEMENT CLINIC; PROVIDING FOR THE BOUNDARIES SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the Spring of 2009, the State Attorney's Office for the 17th Judicial Circuit in Broward County, Florida, issued an interim report entitled the "The Proliferation of Pain Clinics in South Florida" which established the following facts: (i) from August 2008 to November 2009, one new pain clinic is opened in Broward and Palm Beach counties every three days; (ii) doctors in Palm Beach County dispensed the second highest volume of Oxycodone units in the United States; (iii) in 2008, prescription drugs were attributed to an average of 13.5 deaths per day in Florida; and (iv) pain clinics are migrating north from Broward County; and

WHEREAS, the Town Commission has recently been made aware by news reports that a pattern of illegal drug use and distribution has been associated with some pain management clinics in south Florida, which dispense narcotic drugs on-site; and

WHEREAS, the *Miami Herald*, the *Sun Sentinel*, and the *Palm Beach Post* have published numerous newspaper articles in recent months describing the "pipeline" trafficking drugs from some south Florida pain management clinics to users from other states such as Kentucky, West Virginia and Ohio; and

WHEREAS, the threat of illegal narcotic activity and increased crime associated with pain management clinics is significant and could undermine the economic health of the Town's development and redevelopment efforts; and

WHEREAS, the Town Commission hereby directs its staff to analyze the effects of pain management clinics in the Town, to analyze whether additional standards should be incorporated into the Town's land development regulations and to evaluate the process for the issuance of development permits, business tax receipts, or other approvals regulating the location of pain management clinics within the Town which would further and promote the public health, safety, morals and general welfare; and

WHEREAS, Palm Beach County has enacted a moratorium pertaining pain management clinics in the unincorporated areas of the County, and as a result, the Town could become a target for the location of pain management clinics in northern Palm Beach County because the unincorporated areas in the northern portion of Palm Beach County are not available for these uses during the moratorium period; and

WHEREAS, to provide the Town staff with sufficient time to undertake its analysis during the period of the County's moratorium, it is necessary to establish a Town moratorium which prohibits the granting of development permits, business tax receipts, or other approvals; and

WHEREAS, it is not the intent of this moratorium to interfere with legitimate medical clinics nor the legal use of controlled substances; and

WHEREAS, the Town Commission finds and declares a need to temporarily suspend the further issuance of development permits, business tax receipts, or other approvals for new pain management clinics seeking to develop or open for business within the Town until such time as the Town can review its land development regulations to specifically address the proliferation of pain management clinics;

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

SECTION 1: Legislative Findings, Intent and Purpose. The Whereas clauses are incorporated herein, are true and correct, and represent the legislative findings of the Town Commission. It is the purpose and intent of this Ordinance to promote the health and general welfare of the residents and businesses of the Town through the analysis of any impacts from pain management clinics and through consideration of criteria for the location of pain management clinic uses within the Town.

SECTION 2: Definition. For purposes of this Ordinance, "Pain management clinic" is defined as a privately owned pain-management clinic, facility or office, which advertises in any medium for any type of pain-management services, or employs a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications, and is required to register with the Florida Department of Health pursuant to Sec. 458.309 or Sec. 459.005, Fla. Stat. (2009). A physician is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications when the majority of the patients seen are prescribed or dispensed controlled substance medications for the treatment of chronic nonmalignant pain. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease of the injury that is the cause of the pain for more than 90 days after surgery.

SECTION 3: Boundaries. This Ordinance shall apply to all properties located within the boundaries of the Town of Lake Park.

SECTION 4: Zoning in Progress and Moratorium Declared. The Town Commission hereby imposes zoning in progress and a moratorium upon the application of any development permits, business tax receipts, or other approvals which might facilitate the opening or development of new pain management clinics, in whole or in part within the Town.

SECTION 5. Repeal of laws in conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 5

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

Meeting Date: March 3, 2010

Agenda Item No. 5

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Town Manager Twelve-Month Performance Evaluation for the Evaluation Period of February 1, 2009 to January 31, 2010

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

W. Davis

Date: 2/26/10

Bambi McElhara
Name/Title HR Director

2/26/10
Date of Actual Submittal


Originating Department: Human Resources	Costs: \$ Funding Source: Acct. #	Attachments: Completed Performance Evaluation Forms and Matrix
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> : Please initial one.

Summary Explanation/Background:

Pursuant to Section 8 of the Employment Agreement between the Town of Lake Park and the Town Manager, a twelve-month evaluation of the Town Manager's performance is required. Attached are the matrix summarizing the results of the Town Manager evaluation for the period of February 1, 2009 through January 31, 2010 and copies of the completed evaluation forms submitted.

TOWN OF LAKE PARK MEMORANDUM

TO: Mayor, Vice Mayor and Commission Members

FROM: Maria V. Davis, Town Manager 

SUBJECT: Town Manager's Third Performance Evaluation

DATE: February 19, 2010

January 31, 2010 concluded my third year of employment with the Town. This past year has been as exciting, rewarding and challenging as the first two years. It is gratifying for me to look back at our progress, notwithstanding the abysmal budget situation. I have thoroughly enjoyed working with the Commission and find it almost unbelievable that another year has passed by so quickly.

In accordance with Section 8 of the Town Manager's Employment Agreement, the Commission and Manager mutually established the Manager's goals. I've attached an outline of the third year's goals with a brief description of the progress made on each of the goals since February 2009. Despite filling in for the Public Works Director, progress was made on all of the goals. I've also included a listing of accomplishments, which is in addition to the agreed upon goals.

I am enclosing the Manager's performance evaluation instrument for you to complete for the March 3, 2010 Commission Agenda. A "Discussion" Agenda Item will be generated for you to evaluate me at your March 3, 2010 meeting. It would be most helpful for you to complete the evaluation instrument and submit it to me by **February 25** in order to allow for the Human Resources Director to develop a matrix of your evaluations to be included in the Commission Agenda of March 3rd.

The Compensation Section (6) of the Town Manager's Employment Agreement states, "*The Town Manager shall receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Town Commission. The amount of said increase shall be determined by the Town Commission*". If my performance is deemed satisfactory by the majority of the Commission, it would be appropriate to discuss a merit increase; however, I am declining any additional compensation for the upcoming year due to the financial constraints that currently exist.

Lastly, I will make myself available at your convenience if you wish to discuss my evaluation on an individual basis.

Attachments



TOWN MANAGER GOALS February 1, 2009 through January 31, 2010

1. Revenue Enhancements:

- Florida League of Cities Review & Analysis of Revenue - Schedule a meeting with Mr. Ken Small from the Florida League of Cities to review the budget and Town operation for revenue enhancement possibilities.

Status: Completed. Mr. Small reviewed our budget and revenue sources. Due to the Town being so small with no police and fire departments, he found no additional opportunities for revenue enhancements not already identified for inclusion., but he did agree with parking meter installation for potential revenue enhancements.

- Install parking meters at Lake Shore Park, Lake Shore Drive, various streets perpendicular to Lake Shore Drive and possibly at the Marina.

Status: Completed. Parking meters were installed at Lake Shore Park, Tennis Center, Greenbriar Drive, Tennis Center, Lake Shore Drive and Marina.

- Marina:

- Initiate Phase II construction of 8 new slips, the relocation and modification of the fuel dock and construction of a breakwater on the east side of the fishing pier.

Status: Partially Completed. Design is completed and permitted. Staff chose to defer project one year or more in order to provide clientele a season(s) without major disruption.

- Evaluate slip rental rates vs. the condition of the marina to possibly increase rates.

Status: Completed. Rates were held at same level due to the amount of disruption to our clients from construction.

- Implement measures to increase parking in accordance with Commission direction and available funds.

Status: Partially Completed. A design for increased parking in the alley on the west side of Lake Shore Drive across the street from the Marina entrance was presented and approved by the Town Commission. This project is scheduled to be accomplished by in-house forces and should be completed by July 2010.

2. Implement a Comprehensive Stormwater Maintenance Program:

- Inspect all storm drain catch basins and develop listing of maintenance/replacement requirements.

Completed and on-going. Staff replaces inlet grates and fills depressions on an as needed and on-going basis. A listing of larger repair jobs has been developed and is being executed as time permits.

- Begin cleaning all storm drain lines with new Vac Con.

Completed all within staff's control. The only street staff has not been able to complete is Lake Shore Drive due to the elevation of the catchbasins/storm drain lines with the tides. The lines will have to be plugged in order to vacuum the debris. This will be completed in the near future as allowable.

- Inspect all swales and develop and prioritize swale regrading program.

Status: Partially completed and on-going. The majority of the Town's swales require regrading and staff executes them as time allows. The worst swale in the Town located on Flagler Drive between Northlake and Northern has been completed.

3. Update the Stormwater Master Plan

- Obtain proposal from Calvin Giordano and Associates.

Status: The last storm water master plan was accomplished in 1999. Very few improvements have occurred since the plan was developed, therefore staff has opted not to spend money on a new plan. Staff is now better equipped to evaluate flooding conditions with the improved maintenance program implemented.

4. Enhance Communication with Residents:

- Promote increased communication through the Town's electronic newsletter capability.

Status: Completed and On-going. . In one year's time the list of viable addresses increased from 140 to 312 email addresses by implementing various measures including advertising in the Town's newsletter, cable channel, web page and at local events

Develop a new resident package with pertinent information relating to the town.

Status: Partially completed and on-going. Information has been compiled on existing historical information about Town and code issues. A Town Map and a Code Manual has been developed as part of the resident package. As additional revenue becomes available, the project will be completed.

- Develop a Town Services Booklet.

Status: Partially Completed and On-going. Town services have been identified and reported in newsletters; however, the actual publication has been deferred pending available revenue. .

5. Focus on Community Redevelopment Agency (CRA) Economic Development:

- Ensure adoption of the updated Master Plan.

Completed: The CRA Board adopted the Plan on January 20, 2010. The Town Commission reviewed and adopted the Plan on February 17, 2010.

- Develop viable incentives to attract appropriate businesses (mom and pop) to the Town.

Completed: Staff proposed incentives such as small business grants and loans to the CRA Board which were approved accordingly. Thus far, five grants and three loans have been issued by the CRA Board.

Additionally, the Economic Development Director has contacted numerous existing businesses and mailed a number of publications regarding the Town. She also has invited and toured a number of potential businesses throughout the Town.

**Focus on Community Redevelopment Agency (CRA) Economic Development:
(Continued)**

- Initiate the business recruitment process.
 - Meet with various entities involved in economic development, eg: Chambers, County Economic Development Office, Palm Beach County Cultural Council, etc.

Status: Completed and on-going. I am currently serving on the North Palm Beach Economic Development Advisory Committee, which coordinates with and advises the Business Development Board on economic development issues/initiatives for the northern part of the County. The Business Development Board staff attends the advisory committee meetings.

I've met with the president of the Palm Beach Cultural Council, Rena Blades, regarding economic development utilizing the arts. Ms. Blades also served as a juror for the Town's inaugural art show which will be held on March 27th and 28th 2010. Additionally, I met with Alena Toby Singer, Palm Beach County Art in Public Places Director, to discuss economic development utilizing the arts. Ms. Singer also served as a juror for the Town's art show.

- Advertise for specific types of restaurants.

Status: Completed and on-going. Staff translated an advertisement for an Asian Restaurant from English to Vietnamese and distributed it in various Asian communities. Also, staff has and continues to advertise on "Craig's List and Up Spoon" web sites.

- Develop an Art Co-op and/or increase the number of artisans on Park Ave.
 - Identify vacant retail space on Park Ave.

Status: Completed. The CRA Board acquired the building located at 800 Park Ave., which is scheduled to open early spring 2010.

- Modify space to accommodate artisan booths

Status: Nearing completion. Space has been designed and bid. Demolition and asbestos abatement is completed. Construction is moving toward completion.

- Recruit artists

Status: Completed and on-going. There are six artists who have committed to renting studio space. Several artists are interested in displaying in the gallery. A number of artists have been identified and appear to be waiting to see the completed facility before committing to either studio or display space.

- Brand and market the Park Avenue Arts accordingly

Status: Partially completed and on going. Banners reflecting the "Arts District" have been designed, produced and hung on Park Ave. The Art-Co-op and Art Show brochures have been distributed throughout the arts community, Chamber North, the Town Web site, Town cable channel. The Art Co-op, art show and on-going outreach efforts by the Economic Development Director combined with developing various events on Park Ave. will all serve to assist in the branding and marketing of the Arts on Park Ave.

▪ Implementation of the Facade Improvement Program for Park Ave.

- Encourage Park Ave. property owners to avail themselves to the façade improvement grant program utilizing the University of Miami design criteria.

- Encourage property and business owners to build decks/structures forward into parking lots to encourage a more pedestrian friendly environment.

Status: Partially completed. Discussions have been initiated with various business owners pertaining to modifications to the façade of their buildings and the grants/loans that are available.

▪ Work Closely with Communications Consultant to Appropriately Promote/Market the Downtown

- Brand the Downtown to highlight an arts/restaurant district.

Status: Partially completed and on going. We are working closely with Chamber of Commerce North on economic development for the downtown and are in the process of developing additional brochures identifying Park Ave. businesses that lend themselves to the arts. The use of the vacant Ahrens parcel on the west side of 8th and Park Ave as a Town Green to hold events has been negotiated. Banners have been installed, the art studio and gallery is nearing completion and the art festival will occur on March 27th and 28th, 2010.

- Develop the Town's first juried art show to showcase the downtown

Status: Completed and ongoing. I met with the Chamber North Events Coordinator to discuss methods of attracting out-of-town artists. We discussed Artigras at length. A national advertising software was purchased which reaches over 35,000 artists. Staff members were trained on the use of the program. Five high quality jurors were identified who selected 45 out of 59 artists. The Town's first art show is scheduled for March 27 and 28, 2010.

- Maintain high police visibility to promote a safe business district.

Status: Completed and ongoing. I recommended adding two deputies to patrol the CRA. This has made a huge difference in the safety of the downtown and throughout the CRA.

6. Continue to pursue Stimulus and other Federal Funds to Execute Infrastructure Projects

- Continue to work towards developing projects to be “shovel ready” to positively position the Town to receive Federal dollars when available.

Status: Completed and on-going. Obtained a grant extension for a grant that had expired under former Town administration to complete the Park Avenue traffic calming project. The design is completed and the project is 100% shovel ready. This is a \$3.5 million project.

The Lake Shore Drive Drainage Project design is approx. 90% completed. This is also a \$3+ million project.

- Maintain open lines of communication with state and federal elected officials.

Status: This is on going with the assistance of the Town’s lobbyist. I have worked closely with the Lobbyist to develop legislation regarding Sober Houses. We are also working together with elected officials to defeat the construction of a U.S. Army Reserve site in our Bio-Science overlay area.

7. Develop solutions/alternatives to balance the budget with emphasis on minimally impacting Town services and employees.

- Defer capital outlay projects/equipment: eg: Vehicle/equipment replacements, roof replacements, sidewalk repair/replacement, asphalt resurfacing, etc.

Status: Completed. All general fund capital projects/acquisitions have been deferred with the exception of the Police Department Roof Replacement Project and a few sidewalk replacement projects.

- Analyze the tax rolls to identify improper homesteaded properties.

Status: Completed. Approximately 50 properties were provided to the property assessor’s office for investigation. Approximately 40 property owners were improperly claiming homestead exemptions. We are obtaining the amount of revenue that these efforts have generated.

- Analyze the impact of unpaid furlough days for every employee.

Completed : The analysis was completed and it was recommended to the Town Commission the implementation of five furlough days for all employees for the 09/10 Fiscal Year. This was approved and implemented.

- Analyze the impact of eliminating employee cost of living increases (COLA) and merit increases.

Completed: This measure was recommended to the Town Commission and all increases have been withheld for the 09/10 Fiscal Year accordingly.

- Analyze the impact of reducing Library operational hours.

Completed: This measure was recommended to the Town Commission and operational hours were reduced to 40 hours per week.

- Analyze the impact of increasing employee contributions for dependent health insurance.

Completed: Implementation was not recommended because an increase in employee contributions for dependent health insurance was imposed Fiscal Year 08/09.

- Analyze the impact of reducing/eliminating additional Town events.

Completed: Elimination of the Town's major events was recommended and was approved by the Town Commission accordingly.

Additional Major Accomplishments:

1. Completed Alleyway Renovation: This project languished for a dozen years. The project came in on time and within budget.
2. Re-Designed Website: Instituted many improvements to the website. Improvements are on-going.
3. Handbook Completion: This was a huge undertaking, which took over a year to complete. This was a team effort with the Human Resources Director, Finance Director, Town Clerk, Union Leadership and Employment Lawyer.
4. Ballfield Security: I requested the Grants Writer to seek grants for security cameras. The grant was successfully written and 10 cameras were installed, which are now being monitored by PBSO remotely.
5. Ballfield Lighting: I requested that existing FPL lighting that had been in disrepair for years be repaired. We also added new lighting utilizing fixtures stored at the Public Works yard for years that were left over from hurricane restoration projects. The repaired lighting and added lighting tremendously improved PBSO's ability to monitor the ballfield at night.
6. Ballfield Fencing Installation: I requested the Grants Writer to seek Community Development Block Grant (CDBG) funds to replace the deteriorated perimeter fencing at the ballfield with vinyl coated 8' chain link fencing. The grant was

successfully written and the project was completed. The new fencing has improved the security and appearance of the field greatly.

7. Foresteria Property Acquisitions: I aggressively sought the acquisition and demolition of three parcels on the 700 block of Foresteria Drive. This action was taken to prepare for future parking inventory as well as to reduce crime resulting from the blighted multi-family structures.
8. W. Ilex Park Renovation: I requested that the Grants Writer seek grants to complete the park restoration project with playground equipment, picnic shelter, fencing and landscaping. The grants were successfully written and the project has commenced and will be completed by June, 2010.
9. Department of Justice (DOJ) Lawsuit: Utilized my prior experience with a voting rights lawsuit to assist the Town Attorney and Commission in settling the lawsuit filed by the DOJ.
10. Marina Additional Parking: Presented parking plans to the Town Commission to increase parking on the north parking lot. The Commission approved the design and an 18" wide asphalt strip will be installed around the retention pond to provide for the parking. In the interim the parking lot was temporarily restriped to increase parking by 28 parking spots.

TOWN MANAGER TWELVE-MONTH PERFORMANCE EVALUATION MATRIX

For the Evaluation Period of 2/1/2009 to 1/31/2010

Mayor/Commissioner	1. Management Style/Professional Skills	2. Fiscal Management	3. Personal Skills/Communications	4. Relations with Town Commission	5. Community Relations	Overall Ratings
Mayor Desca Dubois	5.00	5.00+	4.99	5.00	5.00	5+
Vice Mayor Jeff Carey	4.91	5.00	5.00	4.60	5.00	5
Commissioner Ed Daly	*	*	*	*	*	*
Commissioner Patricia Osterman	4.82	4.67	4.75	5.00	4.33	5
Commissioner Kendall Rumsey	3.64	4.50	4.63	4.40	4.11	4
* Denotes that completed evaluation form not submitted.						
Overall Average 4.75						
Evaluation Scale:						
5 Outstanding	Consistently achieves and exceeds all standards/objectives of work performance					
4 Very Effective	Regularly meets and frequently exceeds standards of work performance					
3 Effective	Regularly meets standards of work performance					
2 Marginally Effective	Often fails to meet standards of work performance					
1 Ineffective	Clearly and consistently fails to meet standards of work performance					



Town of Lake Park
PERFORMANCE EVALUATION FORM
TOWN MANAGER



Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provides for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

Megan Reese Watson
Evaluator's Name

EVALUATION PERIOD

2/1/2009 to 1/31/2010

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 5 Maintains open and informative communications with the City Commission
- 5 Knowledgeable of current developments affecting the local government management field.
- 5 Effectively implements and enforces Town policies and procedures
- 5 Demonstrates a capacity for innovation and creativity

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS (Continued)

- 5 Anticipates problems and develops effective approaches for solving them.
- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 5 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 5 Effectively recruits professional staff

COMMENTS:

Ms. Davis manages to be both clear and kind. Strong when needed so what is expected of staff is clear. Kind when needed in dealing with staff as human beings.

2. FISCAL MANAGEMENT

- 5+ Possesses knowledge of governmental accounting/budget procedures
- 5+ Prepares a balanced budget to provide services at a level directed by the Town Commission
- 5+ Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5+ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5+ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 5+ Expenditures are made within budget limitations according to established policy

COMMENTS:

Ms. Davis' ability to do and provide more and more for Lake Park in financial hard times of "less and less" is remarkable.

3. PERSONAL SKILLS/COMMUNICATIONS

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 4.9 Skillful in verbal communication
- 5 Skillful in written communication
- 5 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 5 Receptive to constructive criticism and advice
- 5 Manages stress effectively

COMMENTS:

Ms. Davis exhibits an enviable ability to maintain herself with even very difficult citizens.

4. RELATIONS WITH THE TOWN COMMISSION

- 5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5+ Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 5 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 5 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

I repeat my above comment only changes very difficult citizens to very difficult commissioners. Myself included on occasion.

5. COMMUNITY RELATIONS

- 5 Effectively addresses and accommodates citizen complaints
- 5+ Shows a sensitivity to and appreciation of diversity of the Town's population
- 5 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 5+ Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 5 Provides management support to Town Boards
- 5+ Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

Ms. Davis goes to great lengths to insure that the "facts" are available to all in Lake Park.

ADDITIONAL SUMMARY COMMENTS:

Even before I became Mayor and blessedly since, I credit the management of Lake Park by Maria Davis as the catalyst for the remarkable improvements in our community.

OVERALL RATING:

- 5+ Outstanding
- 4- Very Effective
- 3- Effective
- 2- Marginally Effective
- 1- Ineffective

Mayor Denise D. Bois
EVALUATOR'S SIGNATURE

February 22, 2010
DATE



Town of Lake Park
PERFORMANCE EVALUATION FORM
TOWN MANAGER



Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provides for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

Jeffery Carey
Evaluator's Name
2/1/2009 to 1/31/2010

EVALUATION PERIOD

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 5 Maintains open and informative communications with the City Commission
- 5 Knowledgeable of current developments affecting the local government management field.
- 5 Effectively implements and enforces Town policies and procedures
- 5 Demonstrates a capacity for innovation and creativity

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS (Continued)

- 5 Anticipates problems and develops effective approaches for solving them.
- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 5 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

Can't seem to find a PW Director that is appropriate. Vals great w/ staff thru Community Development

2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 5 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 5 Expenditures are made within budget limitations according to established policy

COMMENTS:

Marica does a great job maximizing the funds available to get the most out of a vendor

3. PERSONAL SKILLS/COMMUNICATIONS

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 5 Skillful in verbal communication
- 5 Skillful in written communication
- 5 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 5 Receptive to constructive criticism and advice
- 5 Manages stress effectively

COMMENTS:

Marica does a great job communicating to not just the commission but town residents as well

4. RELATIONS WITH THE TOWN COMMISSION

- 5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5 Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

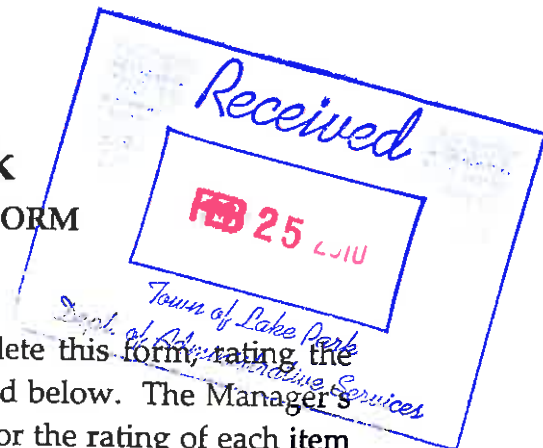
Marie does a great job working with the commission and not only reacts to the commission's directives but is proactive in many situations



Town of Lake Park

PERFORMANCE EVALUATION FORM

TOWN MANAGER



Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provides for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

Osterman
Evaluator's Name
2/1/2009 to 1/31/2010

EVALUATION PERIOD

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 5 Maintains open and informative communications with the City Commission
- 5 Knowledgeable of current developments affecting the local government management field.
- 5 Effectively implements and enforces Town policies and procedures
- 5 Demonstrates a capacity for innovation and creativity

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS (Continued)

- 5 Anticipates problems and develops effective approaches for solving them.
- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 5 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

Ms. Davis' strengths include communication with the commission and team motivation. Challenges have been with hiring effective dept. heads, esp. in public works.

2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

Strengths - budget + alternative funding sources
Need to be projecting forward more so that more time is available for pricing projects.

3. PERSONAL SKILLS/COMMUNICATIONS

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 5 Skillful in verbal communication
- 5 Skillful in written communication
- 5 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

Ms. Davis communicates regularly + thoroughly with commission. The stress of the last year has been extreme, and she has handled matters with professionalism.

4. RELATIONS WITH THE TOWN COMMISSION

- 5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5 Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 5 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 5 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

I remain impressed with Mrs Davis' ability to set aside her own wishes when they differ from the majority of the commission + to follow directives.

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 3 Takes a diplomatic approach to problem solving
- 4 Projects a positive image on behalf of the Town of Lake Park
- 5 Provides management support to Town Boards
- 5 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

Great improvements in ^{mass} communication - newsletters, brochures, email blasts, website, etc. Individual communications with frustrated residents or business owners could sometimes benefit from a lighter touch.

ADDITIONAL SUMMARY COMMENTS:

Ms Davis has orchestrated huge improvements in many areas of the town in a short time. She remains both inspired and inspiring to staff, commission, and constituents.

She is innovative, constantly considering how to improve the town, not satisfied by the status quo.

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

P. Osterman
EVALUATOR'S SIGNATURE

2/25/10
DATE



Town of Lake Park
PERFORMANCE EVALUATION FORM
TOWN MANAGER

Received
FEB 25 2010
Town of Lake Park
Dept. of Administrative Services

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provides for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

Kendall R. Runsey
 Evaluator's Name

EVALUATION PERIOD

2/1/2009 to 1/31/2010

EVALUATION SCALE

- | | | |
|---|----------------------|---|
| 5 | Outstanding | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective | Regularly meets and frequently exceeds standards of work performance. |
| 3 | Effective | Regularly meets standards of work performance. |
| 2 | Marginally Effective | Often fails to meet standards of work performance. |
| 1 | Ineffective | Clearly and consistently fails to meet standards of work performance. |

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the City Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 5 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS (Continued)

- 4 Anticipates problems and develops effective approaches for solving them.
- 3 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 3 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 3 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 2 Effectively recruits professional staff

COMMENTS:

I am concerned over Dept. Head Mgmt style most especially in the Dept. of Public Works. This dept. needs strong, lasting leadership & the Town Manager has not effectively found a Director.

2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 5 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

The Town Manager diligently provides budgets that are in the best use of resident dollars per hardwork in this area is appreciated.

3. PERSONAL SKILLS/COMMUNICATIONS

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 5 Skillful in verbal communication
- 5 Skillful in written communication
- 4 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

Ms. Davis effectively represents the Town and is open to communication. I do grow concerned from time to time when Ms. Davis's views are challenged by residents, Ms. Davis sometimes puts up a front that is non-responsive of combative when disagreed.

4. RELATIONS WITH THE TOWN COMMISSION

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5 Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

I am very pleased with Ms. Davis's work relationship with the Commission.

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accomodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 4 Maintains an effective working relationship with other local governments
- 3 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

As stated before I do get concerned from time to time with Ms. Davis communication with residents who disagree or oppose her viewpoint.

ADDITIONAL SUMMARY COMMENTS:

I support Ms. Davis direction and feel that she is an outstanding Town Manager.

OVERALL RATING:

- 5- Outstanding
- 4- Very Effective
- 3- Effective
- 2- Marginally Effective
- 1- Ineffective

K. Keeney
EVALUATOR'S SIGNATURE

2-25-09
DATE