



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 3, 2008,
Immediately following the
Special Call CRA Board Meeting,
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez Lemley	—	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. **PROCLAMATION:**

Honoring Mrs. Neptalie Jerome

G. **PUBLIC and OTHER COMMENT**

This time is provided for audience members to address items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers

may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

I. 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. Budget Workshop Meeting Minutes of July 23, 2008 | Tab1 |
| 2. Regular Commission Meeting Minutes of August 6, 2008 | Tab2 |
| 3. Resolution No. 50-09-08 National City Bank Signatories | Tab3 |
| 4. Resolution No. 51-09-08 Tennis Pro Contract Renewal | Tab4 |
| 5. Resolution No. 52-09-08 Adding the Position of Stormwater Tech I
Job Description to the Towns Classification Plan | Tab5 |
| 6. Resolution No. 53-09-08 Adding the Position of Stormwater Tech II
Job Description to the Towns Classification Plan | Tab6 |
| 7. Purchase of Emergency Generator for Hurricane Preparedness Utilizing
City of Coral Springs Bid #07-C110F | Tab7 |

J. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

8. ORDINANCE NO. 15-2008 Text Change to Chapter 78 Walls, Fences, and Hedges
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE
PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE IV OF THE TOWN
CODE ENTITLED "WALLS, FENCES AND HEDGES"; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE
REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN
EFFECTIVE DATE. Tab8

K. PUBLIC HEARING

RESOLUTION(S):

9. RESOLUTION NO. 48-09-08 Millage

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE
PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE
PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING
SEPTEMBER 30, 2009; STATING THE ROLLED-BACK RATE FOR THE TOWN
OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE
RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND
LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND
TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR
FISCAL YEAR 2008/2009; PROVIDING FOR AN EFFECTIVE DATE. Tab9

10. RESOLUTION NO. 49-09-08 FY 08-09 Budget

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Tab 10

11. RESOLUTION NO. 54-09-08 Property and Casualty Insurance Coverage Renewal for FY 2009

Tab 11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO A EXECUTE THE RENEWAL QUOTATION FROM THE FLORIDA LEAGUE OF CITIES FOR PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE FOR THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE.

12. RESOLUTION NO. 55-09-08 Renewal of FY 2009 Employee Benefits

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL APPLICATION FOR BLUE CROSS BLUE SHIELD OF FLORIDA FOR EMPLOYEE HEALTH INSURANCE COVERAGE, A RENEWAL APPLICATION FOR LINCOLN FINANCIAL FOR RENEWAL OF EMPLOYEE DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY, LONG TERM DISABILITY, FOR VISION CARE FOR VISION INSURANCE, AND A CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Tab 12

L. ADJOURNMENT:

Proclamation

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

Meeting Date: September 3, 2008

Agenda Item No. *Proclamation*

- | | |
|---|---|
| <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 type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> Other: Proclamation | |

SUBJECT: Proclamation in Honor of Neptalie Jerome for Providing Homework Assistance through the Town's Parks and Recreation Department

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager _____ Date: _____

Barbara M. Gibson
Name/Title *HR Director*

8/27/08
Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. #	Attachments: Copy of Proclamation
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_BMT _____ OR Not applicable in this case _____: Please Initial one.

Summary Explanation/Background:

**PROCLAMATION
IN HONOR OF NEPTALIE JEROME**

WHEREAS; Neptalie Jerome is a resident of the Town of Lake Park; and

WHEREAS; in the summer of 2007, Neptalie Jerome approached the Town of Lake Park and offered to provide afternoon homework assistance to children during the 2007-2008 school year through the Town's Parks and Recreation Department; and

WHEREAS; Neptalie Jerome developed and implemented the program through which she provided homework assistance to children and often took them on field trips at her own personal expense; and

WHEREAS; in providing such services, Neptalie Jerome unselfishly volunteered her time, expertise and personal resources to ensure the success of this program; and

WHEREAS; the Commission of the Town of Lake Park wishes to publicly recognize Neptalie Jerome for her generous efforts.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca Dubois, Mayor of the Town of Lake Park, do hereby publicly recognize Neptalie Jerome and extend to her the gratitude of a grateful community.

By: _____
Mayor Desca Dubois

ATTEST:

Vivian Mendez Lemley, Town Clerk

Consent Agenda

TAB 1

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

Meeting Date: September 3, 2008

Agenda Item No. Tab 1

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <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: Budget Workshop Meeting Minutes of July 23, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Budget Workshop Meeting of July 23, 2008.

Approved by Town Manager

W. Davis

Date:

8/26/08

Deputy Clerk

Jessie Shogren

8/21/08

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 <i>JML</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 <input checked="" type="checkbox"/> _____: Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Budget Workshop
July 23, 2008 7:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Budget Workshop on Wednesday, July 23, 2008 at 7:30 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

DISCUSSION AND POSSIBLE ACTION:

General Fund: Enterprise Fund: Consensus of General Fund Tentative Millage: Consensus of Debt Service Millage

Town Manager Maria Davis explained the Town's position since the Legislature made their mandated cuts last year and with the passage of Amendment One. She discussed the changes that were made in the Town's budget over the last year. She explained that because of the Legislative changes, by Legislation she will have to increase the Town's millage rate. She stated that she and Finance Director Anne Costello would give a co-presentation of the new budgeting process that was given by the State. She thanked the Town's department heads for their efforts in the budgeting process.

Finance Director Anne Costello began the Power Point presentation of the Town's Budget for Fiscal Year 2008 -2009 (see Exhibit "A").

Town Manager Maria Davis continued the presentation (see Exhibit "A", slide titled "Positions Eliminated") once Ms. Costello was finished. She gave an overview of the changes that were made to positions in the Town and explained that one employee's position was eliminated last year and there would be two additional part time positions eliminated this year. She continued with the presentation and explained each slide. She discussed the changes that would be made to Police staff.

Captain Douglas Reece explained that there would no longer be a receptionist position at the front desk of the Sheriff's office and he explained the new procedure for the front office.

Town Manager Maria Davis stated that she was able to reduce the Town's original contract with the Sherriff's office from a proposed increase of \$208,775 to only \$60,000. She noted that she reviewed the Town's hurricane preparedness plan and noticed that there was no money budgeted for that purpose. That situation was rectified. She mentioned that fire fees had decreased by \$14,600.

Finance Director Anne Costello reviewed the recommended millage rates for the Town (see Exhibit "A", slide titled "Recommended Millage Rates").

Commissioner Balius stated that based on what he'd seen that night and the literature he received the budget presentation was the best he'd seen. He commended Town Manager Maria Davis and Finance Director Anne Costello and staff for their efforts in compiling the budget.

Vice-Mayor Daly commented and stated that he was in agreement with the budget and that the presentation was fantastic.

Commissioner Carey commented on the budget and expressed that he was in agreement with the budget.

Mayor DuBois commented on the budget and thanked Town Manger Maria Davis and Finance Director Anne Costello for their efforts on the presentation.

Vice-Mayor Daly asked Captain Douglas Reece if he would consider using a volunteer for the front lobby of the Sheriff's office.

Captain Douglas Reece stated that he was in the process of researching the possibility.

Mayor DuBois asked the community to consider volunteering for boards and other needed services in the Town.

The Commission came to consensus on the Town's operating millage rate to be set at 8.5163 and the debt service millage to be set at 1.15.

Town Manager Maria Davis announced that the first Public Hearing for the budget was scheduled for September 3, 2008 at 7:30 p.m. and the final Public Hearing was scheduled for September 17, 2008 at 7:30 p.m. She continued with the Power Point presentation of the Town's Budget (see Exhibit "A", slide titled ""Streets and Roads Fund").

Commissioner Carey asked what the revenue would be to the Marina for leasing office space.

Town Manager Maria Davis stated that revenue would be approximately \$22,000.

Vice-Mayor Daly asked Major Michael Veccia if the Sheriff's office would be removing their boats from the Marina's boat slips once their building at Phil Foster Park was complete.

Major Michael Veccia stated that he did not know if all of the Sheriff's boats would be removed and stated that he would check on it.

Vice-Mayor Daly requested that Mr. Veccia let the Commission know as soon as possible what the Sheriff's office would be doing with the boats that are currently docked at the Marina.

Public Comment Open

Dorothy Taylor, 236 Cypress Dr. – asked the Commission to consider placing any amount of funds toward celebrating the Dr. Martin Luther King, Jr. holiday in the Town.

Public Comment Closed.

Mayor DuBois stated that the Commission would consider her request.

Commissioner Balius stated that the Town's budget was not as bad as he expected it to be. He stated that the Town has had to cut back on its recreational functions but has not cut back on services. He stated that he was unhappy with the State and the big tax break. He stated that the presentation on the Town's budget was outstanding.

Town Manager Maria Davis thanked the Commission for their comments on the presentation and she thanked staff for their efforts in putting the budget together.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balias and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 8:30 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ___ of _____, 2008.

TAB 2

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 2*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <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 August 6, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of August 6, 2008.

Approved by Town Manager *W. Davis*

Date: *8/27/08*

Jessie Shoghal
Deputy Clerk

8/26/08
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 <i>JML</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 <input checked="" type="checkbox"/> _____: Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
August 6, 2008 7:30 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 6, 2008 at 7:30 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, and Carey, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez Lemley. Commissioner Osterman was absent.

Mayor DuBois led the Invocation.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Mendez Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Nomination of Town Manager Maria Davis for the League of Cities City Manager of the Year Award was added to the agenda under "Discussion and Possible Action".

Motion: A motion was made by Commissioner Carey to approve the Agenda as modified; Commissioner Balius made the second.

Vote on Motion:

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

Motion passed 4-0.

PRESENTATION:

American Cancer Society Relay for Life

Julie Denning, Area Executive Director for Palm Beach County and Kathy Sieve, Community Representative for Riviera Beach and Lake Park introduced themselves and explained the American Cancer Society Relay for Life Fundraising Event.

They requested that the Town join one of the committees, be a driving force behind the event and support them in their efforts to bring the American Cancer Society Relay for Life Fundraising Event to the community.

The Commission came to consensus to authorize the Town to be a part of the American Cancer Society Relay for Life Fundraising Event.

Dr. Arthur Anderson, Supervisor of Elections

Mayor DuBois introduced Dr. Anderson, Supervisor of Elections.

Dr. Anderson gave an overview of the history of voting and discussed its importance. He announced the upcoming elections and their dates.

PUBLIC and OTHER COMMENT

None

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois stated that she was happy about the addition to the agenda.

Commissioner Balius stated that he was happy about the addition to the agenda.

Commissioner Carey

None

Commissioner Osterman

Absent

Vice-Mayor Daly asked the residents of the Lake Shore Drive condominiums to call 911 when they see damage being done to Lake Shore Park. He expressed his concerns about the damages already done and he recommended that cameras be installed on the buildings facing the park so there would be additional protection.

He stated that he went to the Lake Shore Park and took measurements for the proposed tennis courts. He stated that portions of Lake Shore Park not yet completed in the restoration project would be taken away should the Town decide to install the new tennis courts. He stated that he was against the installation of the new tennis courts.

Mayor DuBois stated that all issues with the proposed tennis courts would need to be taken into consideration.

Vice-Mayor Daly stated that he had read e-mails received by the Town from the Palm Beach County Sheriff's office. He commented and expressed his concerns regarding the e-mails. He stated that if the Sherriff's office did not want the Town's free boat slip then they must take their boat elsewhere.

Commissioner Balius commented that the Town did not rent the office space at the Marina because it was the Towns understanding that the Sheriff's office would rent the space. He stated that he found out one month before the Town was informed that the Sheriff's office would not be renting the space but instead would be moving to Phil Foster Park.

Town Manager Maria Davis stated that when the Sheriff's office moved in an additional three boats, she hired an engineer to help the Sheriff's office to accommodate them and she was doubly disappointed when she received the e-mails from the Sheriff's office.

Town Attorney Thomas Baird stated that he talked with the lead counsel of the Justice Department and they are contacting people within the community as part of their investigation. They are not permitted to contact the Commission because they are represented by counsel. He stated that if any of the Commissioners wanted to speak with them directly to let him know and he would make arrangements. He stated that he was distributing the monthly litigation status report. He stated that there was a settlement on the table for the Mos' Art Center case and it may get resolved for a nominal amount. He stated that there were also foreclosure cases on the report and he gave an overview of those cases.

Town Manager Maria Davis stated that she was touched and humbled by her nomination for the Florida League of Cities City Manager of the Year Award. She wished Commissioner Osterman well since she was home ill and was not able to attend the Commission Meeting. She stated that the Lake Shore Park renovations to the north end of the park were coming to completion and she commended Public Works Director Abu Canady, the Public Works employees and Landscape Architect Jeff Blakely for their efforts on Lake Shore Park. She stated that the work done to the park was beautiful. She stated that due to budget constraints the Town has had to cut back on its written communications to the public and she was greatly troubled by it. She stated that the Town has the ability to send mass e-mails through the Town's website. She stated that the homepage has a link titled "Newsletter" and a person can sign up for the e-mail through the link. She stated that any information that is put out electronically would be received by those who sign up.

CONSENT AGENDA:

1. Resolution No. 41-08-08 Legislative Appropriation Funding Agreement to Fund Lake Shore Drive Stormwater Drainage Project
2. Award Contract for Janitorial Services to Sparkle Team for Cleaning Services at the Library
3. Notification of International Coastal Cleanup on September 20, 2008
4. Job Description for Finance Department Position
5. Proclamation for Florida Water Professional Week August 4-8, 2008
6. Installation of Automatic Gates for the Tennis Entrance of Lake Shore Park
7. Authorize Fee for Bond Counsel

Vice-Mayor Daly asked if there would be a dusk to dawn rule at the tennis entrance for Lake Shore Park once the automatic gates were installed.

Town Manager Maria Davis explained that the gates were not originally budgeted for but the Town came under budget and were able to afford the middle gates for the park. She stated that the cameras also came in under budget and she would be obtaining estimates for the installation of those as well.

Public Comment Open.

None

Public Comment Closed.

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

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARING(S): ORDINANCES ON 2ND READING

ORDINANCE NO. 09-2008 – Storm Water Utility

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING A NEW ARTICLE IN CHAPTER 32 OF THE TOWN CODE ENTITLED “UTILITIES” TO PROVIDE FOR STORMWATER MANAGEMENT; PROVIDING FOR AUTHORITY OF THE TOWN TO CREATE A STORMWATER UTILITY SYSTEM; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE OPERATION OF A STORMWATER SYSTEM; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Maria Davis explained the purpose of Ordinance No. 09-2008.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Ordinance No. 09-2008 upon 2nd reading; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner			

Osterman	Absent		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 4-0.

Town Attorney Thomas Baird read Ordinance No. 09-2008 by caption-only.

ORDINANCE NO. 11-2008 - Signage

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY AMENDING CHAPTER 70 ENTITLED "SIGNS", ARTICLE 1 ENTITLED "IN GENERAL"; BY REPEALING SECTION 70-2 ENTITLED "RELATIONSHIP TO STATE BUILDING CODE"; AMENDING SECTION 70-4 ENTITLED "MAINTENANCE"; AMENDING SECTION 70-6 ENTITLED "DEFINITIONS"; AMENDING ARTICLE II ENTITLED "LICENSE AND PERMIT REQUIREMENTS BY REPEALING SECTION 70-31 ENTITLED "LICENSE REQUIRED"; AND AMENDING SECTION 70-32 ENTITLED "PERMITS"; AMENDING ARTICLE III ENTITLED "CONSTRUCTION"; BY AMENDING SECTION 70-61 ENTITLED "GENERAL PROVISIONS"; AMENDING SECTION 70-64 ENTITLED "REMOVAL, REPAIR OR ALTERATION"; REPEALING SECTION 70-65 ENTITLED "REINSPECTION"; AMENDING SECTION 70-66 ENTITLED "STOP WORK ORDERS"; AMENDING SECTION 70-67 ENTITLED "VIOLATIONS"; AMENDING ARTICLE IV ENTITLED "SIGN REGULATIONS"; AMENDING SECTION 70-101 ENTITLED "EXEMPT SIGNS"; AMENDING SECTION 70-102 ENTITLED "PROHIBITED SIGNS AND RELATED EQUIPMENT"; AMENDING SECTION 70-103 ENTITLED "PERMITTED SIGNS"; AMENDING SECTION 70-104 ENTITLED "LEGAL NONCOMPLYING SIGNS"; AMENDING SECTION 70-105 ENTITLED "COMPUTATION OF SIGN AREA"; AMENDING SECTION 70-107 ENTITLED "EXTERIOR ARCHITECTURAL LIGHTING"; REPEALING SECTION 70-108 ENTITLED "REINSPECTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the changes he made to Ordinance No. 11-2008 since the first reading.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Ordinance No. 11-2008 upon 2nd reading; Commissioner Balius made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 11-2008 by caption-only.

ORDINANCE NO. 12-2008 – Special Events

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE PERTAINING TO THE ISSUANCE OF SPECIAL EVENTS PERMITS FOR NON-TOWN SPONSORED EVENTS TO CREATE NEW CODE SECTION 18-120 TO BE ENTITLED “PURPOSE”; AMENDING SECTION 18-121 ENTITLED “APPLICATION FOR PERMIT; SPECIFIC USES; CONDITIONS”; AMENDING SECTION 18-122 PRESENTLY ENTITLED “CRITERIA FOR ISSUANCE OF PERMIT”; AMENDING SECTION 18-123 ENTITLED; “CONDITIONS FOR PERMIT APPROVAL”; AMENDING SECTION 18-125 ENTITLED “TRAFFIC CIRCULATION PLAN”; AMENDING SECTION 18-126 ENTITLED “CANCELLATION OF PERMIT”; AMENDING SECTION 18-127 ENTITLED “APPEAL OF CANCELLATION OF PERMIT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 12-2008 since the first reading.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 12-2008 upon 2nd reading; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		

Commissioner Osterman	Absent		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 12-2008 by caption-only.

**ORDINANCE NO. 13-2008 – Planned Unit Development – P.U.D.
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-77 PERTAINING TO PLANNED UNIT DEVELOPMENT REGULATIONS; PROVIDED FOR USES ALLOWED IN PLANNED UNIT DEVELOPMENTS; PROVIDING FOR THE WAIVER OF CERTAIN STANDARD ZONING REGULATIONS FOR PROPERTIES DEVELOPED AS A PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 13-2008 and the changes that were made.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance 13-2008 upon 2nd reading; Vice-Mayor Daly made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 13-2008 by caption-only.

ORDINANCE ON 1ST READING

ORDINANCE NO. 14-2008 – Sign change in the PADD

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-70 OF CHAPTER 78, ARTICLE III, ENTITLED “PARK AVENUE DOWNTOWN DISTRICT” PERTAINING TO PERMITTED SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 14-2008. He stated that the Ordinance would change the size requirement for awning signs and projecting signs to six square feet.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance 14-2008; Commissioner Carey made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 14-2008 by caption-only.

Discussion and Possible Action:

Town Manager’s Goals and Commission Priorities

Town Manager Maria Davis gave a presentation of her goals and objectives for the year (see Exhibit “A”). She discussed “Revenue Enhancements” and stated that one of her goals was to schedule a meeting with Mr. Ken Small from the Florida League of Cities to review the Town’s budget and operation for revenue enhancement opportunities. She stated that she wanted to implement a stormwater utility and develop a master storm drainage beautification plan for Lake Shore Dr. She stated that she also wanted to enhance communication with residents and she would develop and new resident package with pertinent information and a Town Services booklet. She stated that she wanted to have a map of the Town printed and available for

residents. She would enhance emergency management procedures and complete the Employee Handbook as well as train all employees on federal laws regarding sexual harassment and hostile work environment. She stated that she also wanted to focus on Community Redevelopment Agency economic development.

Commissioner Balius commented on Town Manager Maria Davis' goals and objectives list and stated that they were outstanding. He stated Ms. Davis was the first manager to do something regarding establishing a storm water utility.

Town Manager Maria Davis thanked the Commission for their comments and stated that she really enjoyed working for the Town.

Nomination of Town Manager Maria Davis for the League of Cities City Manager of the Year Award

Mayor DuBois stated that the Town had received a solicitation from the League of Cities to nominate people for certain awards. The Town decided to nominate Town Manager Maria Davis for the City Manager of the Year Award.

Town Manager Maria Davis thanked the Commission for their nomination and stated that she was honored.

Commissioner Balius announced that he had received phone calls from Mr. Sapano but could not obtain his phone number to call him back. He asked Mr. Sapano to call him at his home or try the Town phone number again.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the nomination of Town Manager Maria Davis for the League of Cities City Manager of the Year Award; Vice-Mayor Daly made the second.

Vote on Motion:

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

Motion passed 4-0.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 8:40 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez Lemley

Town Seal

Approved on this ___ of _____, 2008.

TAB 3

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 3*

- | | |
|---|---|
| <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 checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Signature Resolution

RECOMMENDED MOTION/ACTION: . Approve resolution

Approved by Town Manager *W. Davis* Date: *8/26/08*

Anne M. Costello
Name/Title Finance Director

8/21/08
Date of Actual Submittal

Originating Department: Finance	Costs: \$ N/A Funding Source: Acct. #	Attachments: Resolution
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 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 checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: This resolution is for a new account at National City Bank that the Town will be using to invest the proceeds of the recently approved loan until such time that the funds are needed for the various projects. This is a checking account that provides full liquidity while earning competitive interest rates. The rate of return for the first six months will be equal to the fed funds target rate plus twenty basis points indicating and indicative rate of 2.2%. It is anticipated that the majority of the loan proceeds will be spent during this period.

RESOLUTION NO. 50-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING MAYOR DESCA DUBOIS, VICE MAYOR ED DALY, COMMISSIONER GORDON C. BALIUS AND FINANCE DIRECTOR ANNE M. COSTELLO AS AUTHORIZED SIGNATORIES ON NATIONAL CITY BANK ACCOUNT # 987600441; DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNT COMPLETE AND EXECUTE SIGNATURE CARDS, FACSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTAION OF THIE RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTITUTION NAMED HEREIN; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The following persons are hereby appointed as authorized signatories on National City Bank Account #987600441:

Mayor Desca DuBois
Vice Mayor Ed Daly

Commissioner Gordon C. Balius
Finance Director Anne M. Costello

Section 2. All persons named herein as authorized signatories on said account are hereby directed to complete and execute signature cards, facsimile signature card, bank resolutions and/or other bank documents necessary to effect the implementation of this Resolution.

Section 3. The Town Clerk is hereby directed to provide a certified copy of this Resolution to the banking institution named herein.

Section 4. This Resolution shall become effective immediately upon its adoption.

TAB 4

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 4*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <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: Contract Renewal for Tennis Pro

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Al Davis* Date: *8/26/08*
Greg Dowling / Director Parks & Recreation *8-25-08*
 Name/Title Date of Actual Submittal

Originating Department: Recreation Department	Costs: \$ 0 Funding Source: Acct. #	Attachments: Exhibit A Resolution and Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Recreation Department _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input 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: Attached is a newly negotiated contract between the Town and the Tennis Pro. The term of the contract is for one year and maybe renewed for up to three additional one year periods on the same terms and conditions with an increase in rent of 4% per year. The monthly rent has been increased from \$800 to \$1,050 per month.

RESOLUTION NO. 51-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND ITAMAR MACEDO, AN INDEPENDENT CONTRACTOR, FOR THE PROVISION OF PROFESSIONAL TENNIS LESSONS AND INSTRUCTION TO INDIVIDUALS OF ALL AGES AND LEVELS OF EXPERIENCE AT THE LAKE PARK TENNIS CENTER AND ALSO PROVIDING FOR THE LEASING OF THE PRO SHOP BY THE TENNIS PROFESSIONAL, BOTH OF AGREEMENTS ARE TO BE FOR A ONE YEAR TERM, WITH A RENEWAL OPTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town is a municipality and given 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 requires the services of a tennis professional to be hired an independent contractor and not an employee of the Town, to provide tennis lessons and instruction for individuals of all ages and levels of experience at the Lake Park Tennis Center; and

WHEREAS, the Town Parks and Recreation Director has interviewed qualified tennis professionals interested in providing such services to the Town, and has determined that ITAMAR MACEDO is the most qualified individual to serve as the professional tennis instructor for the Town under the terms and conditions of the Agreement attached hereto as **Exhibit "A"**; and

WHEREAS, the Town desires to enter into an agreement with ITAMAR MACEDO for the provision of professional tennis lessons and instructions, and the Facility User Fee of the Pro Shop by ITAMAR MACEDO. A copy of the Agreement for such services and the Facility User Fee of the Pro Shop is attached hereto as **Exhibit “A”**.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Agreement between the Town of Lake Park and ITAMAR MACEDO attached hereto as **Exhibit “A”**.

Section 3.

This Resolution shall take effect immediately upon its adoption.

**CONTRACT
BETWEEN THE TOWN OF LAKE PARK, FL
AND
ITAMAR MACEDO**

THIS CONTRACT, made this __day of September, 2008 by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and ITAMAR MACEDO, 1087 Raintree Drive, Palm Beach Gardens, FL 33410, hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality and given 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 requires the services of a tennis professional as an independent contractor and not an employee of the TOWN to provide tennis instruction for individuals interested in taking tennis lessons at the Lake Park Tennis Center; and

WHEREAS, the TOWN has interviewed persons interested in providing such services to the TOWN and has determined that the CONSULTANT is the most qualified individual to serve as the tennis professional instructor for the TOWN under the terms and conditions of 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 CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide tennis lessons, instruction and related services as described herein. The CONSULTANT shall organize and operate a range of quality tennis activities and programs for all ages and experience levels of tennis players, which shall include youth and adult players and beginner, intermediate, and advanced levels of play. The CONSULTANT shall, at the CONSULTANT's sole expense, hire and retain and employ any and all assistants necessary to operate a quality tennis program for the TOWN (including but not limited to the provision to such individuals all benefits of employment required by state and federal law, including but not limited to, worker's compensation insurance, health insurance, disability insurance, life insurance,

retirement benefits, and all other insurances and benefits of employment, and the CONSULTANT shall be solely responsible for paying such costs. The CONSULTANT shall submit a fee schedule for the costs to be charged for tennis lessons and other related services to the Town Manager, which shall be subject to Town Manager's review and approval before CONSULTANT commences any services under this CONTRACT. The fee schedule for tennis lessons and instruction shall be comparable with fees charged at similar tennis facilities in municipalities of comparable demographics in Palm Beach County. The CONSULTANT shall provide all equipment including but not limited to tennis rackets, tennis balls, ball practice hitting equipment (tennis ball machines), water coolers, water removers/squeegees, ball pickup and ball baskets, score keepers/trackers, audio and video teaching materials, classroom instruction, seminars, individual and group instruction, tournaments, and all other normally accepted methods of instruction and coaching in the sport of tennis and means of teaching as well as practice machinery and equipment necessary to provide tennis instruction and lessons.

- 1.1 The CONSULTANT after consultation with, and approval of the Town Manager, shall establish a method for qualifying under-privileged individuals with low incomes or who are from low income households, for free tennis lessons and instruction and coaching in tennis by the CONSULTANT. The CONSULTANT shall be responsible for preparing all application forms, registration forms, ledgers, account records, incident reports, appointment and scheduling books and records, and other written documentation made or received by the CONSULTANT in the operation of the tennis instruction program. Annually, the CONSULTANT shall conduct a minimum of 25 hours of free lessons and shall hold periodic teaching seminars for individuals who qualify for free lessons and instruction. In addition, the CONSULTANT shall provided not less than 25 hours of free tennis lessons to students of Lake Park Elementary School, Lake Park Baptist School and the Lake Park Summer Camp who qualify for free lessons under the criteria established by the Town Manager and the CONSULTANT. The CONSULTANT shall keep accurate and up to date written records and appointment books located in the Pro Shop at the Tennis Center. The appointment book shall be available to the Town Manager or his/her designee at any time.
- 1.3 The CONSULTANT shall have the priority use of two tennis courts (courts 3 and 4) for the purpose of delivering instruction or services. The CONSULTANT may, depending upon the circumstances, have the exclusive use of two courts during the times other organizations are present at the Tennis Center. The CONSULTANT's use and maintenance of the Tennis Center shall not in anyway, or at any time, interfere with or obstruct the use of the Tennis Center by the TOWN, its agents, employees, patrons or assigns.

- 1.4 Any and all advertising, signage, marketing and promotional materials, forms, releases, authorization forms, legal documents, and any other written materials and publications prepared or created by or for the CONSULTANT for use in connection with the services to be provided pursuant to this CONTRACT or relating to the Town of Lake Park, the Lake Park Tennis Center, the Lake Park tennis program, or other written or electronic materials relating to the TOWN must be reviewed and approved in advance by the Town Manager. The CONSULTANT shall be required to utilize the medical authorization and release of liability forms prepared by the Town Attorney for all activities conducted by the CONSULTANT on TOWN property.

2. TERM AND PERIOD OF PERFORMANCE

- 2.1 The term of this CONTRACT shall commence on the date this CONTRACT is executed by the TOWN ("Commencement Date") and shall continue for a term of one (1) year unless terminated prior to the expiration of the one-year term. The CONTRACT may be renewed by the TOWN for up to three additional one year periods on the same terms and conditions and an increase in the Facility User Fee for the Pro Shop as provided herein.
- 2.2 The parties agree that time is of the essence in the performance of each any every obligation under this CONTRACT.

3. CONSIDERATION AND FACILITY USER FEES

- 3.1 The TOWN shall provide office space for the CONSULTANT in the Pro Shop building at Lake Shore Park at monthly Facility User Fees ("Fee") of One Thousand Fifty Dollars (\$1,050.00) per month. Facility User Fee shall be paid by the CONSULTANT by the 10th day of each month by cashier's check or money order made payable to "The Town of Lake Park, Florida" and delivered to the Town of Lake Park Finance Department located at 535 Park Ave, Lake Park Florida 33403. After the expiration of the initial one year term, Facility User Fee shall increase by four percent (4%) for each one year renewal term. If CONSULTANT fails to make any payment of Facility User Fee within fifteen (15) days after receipt of written notice from TOWN of such failure, then CONSULTANT shall pay a late charge in an amount equal to five percent (5%) of the amount of Facility User Fee then due. The late charge shall be paid to TOWN within thirty (30) days after demand by TOWN. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by TOWN. CONSULTANT and TOWN agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by TOWN in handling the delinquency. Any and all sums of money or charges required to be paid by CONSULTANT under this CONTRACT other than the Facility User Fee shall be considered

"Additional Fee" whether or not the same is so specifically designated and TOWN shall have the same rights to enforce due and timely payment by CONSULTANT of all Additional Facility User Fee as are available to TOWN relating to Facility Usage Fees.

- 3.2 In the event the CONSULTANT pays an amount that is less than the amount stipulated to be paid under this CONTRACT, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. The TOWN may accept any check or payment without prejudice to the TOWN's right to recover the balance due or to pursue any other remedy available to the TOWN pursuant to this CONTRACT or under the law.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall be sent to the following address:

Town of Lake Park
Town Manager
545 Park Avenue
Lake Park, FL 33403

- 5.2 The CONSULTANT shall be paid on a monthly basis or as otherwise agreed to in writing by the TOWN, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT to the satisfaction of the TOWN.

6. INDEMNIFICATION AND INSURANCE

- 6.1 The CONSULTANT hereby agrees to indemnify, defend and hold harmless TOWN from and against any and all liability for any and all losses, claims, expenses, damages, bodily injury or property damage, including without limitation, damage to the Property or to TOWN's Property, consequential damages, all costs, expenses, court costs and reasonable attorneys' fees imposed on TOWN by any person whomsoever that occurs ARISING FROM (1) THE ACTS, OMISSIONS, NEGLIGENCE, WILFUL MISCONDUCT OR STRICT LIABILITY OF THE CONSULTANT, ITS EMPLOYEES, AGENTS OR CONTRACTORS OR (2) ANY BREACH OF ANY PROVISION OF THIS

CONTRACT The commercial liability insurance that the CONSULTANT is required to carry pursuant to Section 6 of this CONTRACT shall include coverage of the foregoing contractual indemnity. CONSULTANT's inability to evaluate liability or its evaluation of liability, shall not excuse the CONSULTANT's duty to defend and indemnify within fifteen (15) days after such notice is given by the TOWN by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the TOWN solely negligent, shall excuse performance of this provision by enforcement by the CONSULTANT. The CONSULTANT shall pay all costs and fees related to this obligation and its enforcement by the TOWN. The TOWN's failure to notify the CONSULTANT of a claim shall not release the CONSULTANT of the above duty to defend and indemnify. The provisions of this Section shall survive the expiration or any termination of this CONTRACT.

- 6.2 The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
 - d. **PROFESSIONAL LIABILITY** (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of CONSULTANT.
- 6.3 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 CONSULTANT. 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 CONSULTANT to ensure that any subcontractors are adequately insured or covered under their policies.

- 6.4 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 CONSULTANT 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.
- 6.5 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+.
- 6.6 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.
- 6.7 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.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the CONTRACT by the CONSULTANT and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

7. TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have seven (7) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the seven (7) day time period.

- 7.2 The TOWN may terminate this CONTRACT at any time for convenience upon thirty (30) calendar days prior written notice to the CONSULTANT. The performance of work under this CONTRACT may be terminated by the TOWN in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither he nor any of his employees and subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the

CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further, the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void, and notwithstanding the termination provisions of Paragraph 7 herein, the TOWN may immediately terminate this CONTRACT.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public

records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT, which are associated with this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.

11. USE OF PRO SHOP

- 11.1 All personal property placed or moved into or upon the Premises shall be at the sole risk of the CONSULTANT and the TOWN shall not be liable for any damage caused to said personal property, by the CONSULTANT, its officers, agents, or employees, or by a willful, wanton, or negligent act of any occupant of the Pro Shop whatsoever. The Pro Shop Building, sidewalks, entrances, passages, elevators and staircases and other common areas on the Premises shall not be obstructed or used other than for ingress and egress. No person shall be permitted to loiter upon the Pro Shop Premises. The CONSULTANT shall keep all glass, locks, trim and other property of the TOWN in good order and repair. If any of the same are damaged by the CONSULTANT or any of the tenant's agents, the same shall be repaired at CONSULTANT's expense. No additional lock or bolt shall be placed on any door or window of the CONSULTANT's premises and the CONSULTANT shall not permit any lock mechanism to be changed. If more than two keys for any door are desired, the additional number must be procured from the TOWN. At the end of the CONSULTANT's tenancy, the CONSULTANT shall surrender to the TOWN all keys received by the CONSULTANT. The installation of security systems is permitted however upon installation, the CONSULTANT must provide the TOWN with the security code for admission by the Town or Town Officials.
- 11.2 CONSULTANT certifies that CONSULTANT has inspected the Pro Shop, and accepts the same "AS IS" in its existing condition, as of the Effective Date of this CONTRACT, together with all defects, latent and patent, if any, and subject to all easements, encumbrances, and restrictions and matters of record. CONSULTANT further acknowledges that the TOWN has made no warranties or representations of any nature whatsoever regarding the Pro

Shop Premises, including without limitation, any relating to the physical condition or structural integrity of any improvements located thereon, or the suitability thereof for the CONSULTANT's intended use.

- 11.3 The CONSULTANT shall service, keep and maintain the interior of the Pro Shop, including all plumbing, air conditioning and heating and cooling equipment, fixtures, sprinkler systems, electrical systems, doors, interior partitions, equipment and appurtenances, the air conditioning fixtures and equipment on the exterior of the Premises, and any other installations in good condition and repair during the entire term of this CONTRACT. The CONSULTANT agrees to make repairs to the Pro Shop, which are required by, or arise out of, the CONSULTANT'S own acts or negligence, or that of the CONSULTANT'S members, employees, agents, guests, invitees, licensees, patrons or customers and immediately upon demand by the TOWN shall remedy and repair any damage to any water apparatus, electric lights, or any fixture, appliances or appurtenances of the Pro Shop, caused by any act of neglect by the CONSULTANT or of any person(s) in the employ or under the control of the CONSULTANT.
- 11.4 Throughout the term of this CONTRACT, the CONSULTANT at its sole expense, shall maintain the Pro Shop, which includes both internal and external, in a clean, orderly and presentable condition, free of rubbish and trash. No dumping of any unwanted materials and no outside storage of any personal property shall be permitted. The CONSULTANT, including its members, employees, agents, guests, invitees, licensees, patrons or customers, shall not cause any litter or debris to be cast upon the grounds, exterior portions or common areas of the Pro Shop. Any garbage and trash generated from the CONSULTANT's use of the Pro Shop shall be promptly removed and deposited in the containers intended to be used for such purposes.
- 11.5 If the CONSULTANT's presence or activities in and upon the Premises of the Pro Shop causes the TOWN to incur costs for cleaning, trash removal, inspections, or like expenses, CONSULTANT agrees to pay such costs to the TOWN on the TOWN's written demand including copies of the paid invoices for such work. Notwithstanding the foregoing, the CONSULTANT will pay on written demand the greater of the actual inspection of costs or Five Hundred Dollars (\$500.00) for any inspection conducted by the TOWN or its agents on the Pro Shop the results of which show, in the TOWN's reasonable determination a, violation of this CONTRACT or a violations of any federal, state or municipal laws or regulations. CONSULTANT shall also pay on demand, the greater of the actual inspection costs or Five Hundred Dollars (\$500.00) for any follow-up inspections related to the violation.

- 11.6 The CONSULTANT shall pay the Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the personal property of the CONSULTANT, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by the CONSULTANT or directly associated with the CONSULTANT's use of the Pro Shop Property.
- 11.7 The CONSULTANT releases the TOWN from any loss, claim or damage which the CONSULTANT may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by the CONSULTANT of the Pro Shop. CONSULTANT shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulations, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the Property or for the construction of any facilities upon the Pro Shop, and shall indemnify and hold harmless the TOWN from any loss, claim or damage suffered by the TOWN for the CONSULTANT's failure to properly and completely perform this responsibility. CONSULTANT shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the use of the Pro Shop.
- 11.8 The CONSULTANT shall not place any signs on the Pro Shop, except in compliance with the Town Code, or if not applicable with the prior written consent of the TOWN, including consent as to location and design, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all such approved signs shall be installed and shall be maintained by the CONSULTANT, at its sole cost and expense and shall be in compliance with all applicable laws. The CONSULTANT shall be responsible to TOWN for the installation, use or maintenance of said signs and any damage caused thereby. The CONSULTANT agrees to remove any signs prior to termination of this CONTRACT and upon such removal to repair all damage incident to such removal.
- 11.9 In addition to and not limiting any other rights or remedies which the TOWN may have on account of the CONSULTANT holding over without consent of TOWN, the CONSULTANT shall pay to the TOWN any and all direct and consequential damages incurred by the TOWN on account of such unapproved holding over.

- 11.10 During the term of this CONTRACT, the CONSULTANT shall use the Tennis Center and the Pro Shop in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). The CONSULTANT shall comply with (a) all Laws relating solely to CONSULTANT's specific and unique nature of use of the Pro Shop and the Tennis Center; and (b) all building codes requiring modifications to the Pro Shop and the Tennis Center due to the improvements made by CONSULTANT.
- 11.11 The CONSULTANT shall not make or allow to be made any alterations in or to the Tennis Center and the Pro Shop without first obtaining the written consent of TOWN, which consent may be granted or withheld in the TOWN's sole discretion. The CONSULTANT shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the Tennis Center and the Pro Shop. The CONSULTANT shall promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT THE TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO THE CONSULTANT, OR TO ANYONE HOLDING THE PROPERTY THROUGH OR UNDER THE CONSULTANT, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN IN THE PRO SHOP OR TENNIS CENTER.
- 11.12 Upon termination of the CONTRACT, the CONSULTANT shall, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted.

12. GENERAL PROVISIONS

- 12.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, 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. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT

shall otherwise remain in effect.

- 12.2 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 Palm Beach County (the Fifteenth Judicial Circuit) for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 12.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.5 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 12.7 This CONTRACT states the entire understanding and CONTRACT between the parties and supersedes any and all written or oral representations, statements, negotiations, or CONTRACTs previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **CONTRACT** on the date first written above.

TOWN OF LAKE PARK, FL

ATTEST:

Vivian Mendez, Town Clerk

By: _____
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT:

BY: Itamar Macedo
Itamar Macedo

TAB 5

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 5*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <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: Resolution to add the position of Storm Water Technician I and job description to the Town of Lake Park Classification Plan.

RECOMMENDED MOTION/ACTION: Approve attached resolution.

Approved by Town Manager *Abu Canady* Date: *8/27/08*

Abu Canady, Public Works Director

Date of Actual Submittal

Originating Department: Public Works	Costs: -0- Funding Source: Acct. #	Attachments: Copy of Resolution and Job Description
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 _____: Please initial one.

Summary Explanation/Background:

Pursuant to the adoption of Ordinance 09-2008 at this meeting, the Commission is establishing a Storm Water Utility Division within the Public Works Department. In order to carry out the storm water management and maintenance responsibilities of this utility, a position needs to be created within the Public Works Department which would be responsible for cleaning, maintaining and repairing the Town's storm water conveyance system on a full time basis. The purpose of this action is to amend the Town classification plan to include the title and job description of Storm Water Technician I to more accurately reflect the duties and requirements of this position, and to allow the Public Works Director to utilize personnel more effectively.

The salary range for this position will be equivalent to that of a Maintenance Worker III position and will be funded through the newly formed Storm Water Utility Division that is to become effective October 1, 2008. As a result, there will be no budgetary impact as a result of the creation of this position.

RESOLUTION NO. 52-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO PROVIDE FOR THE POSITION OF STORMWATER TECHNICIAN I; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla, Stat; and

WHEREAS, the Classification and Pay Plan is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications with the Town service,

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Classification and Pay Plan is revised to add the position of Stormwater Technician I and corresponding job description. A copy of the job description for this position is attached hereto as Exhibit A.

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

STORMWATER TECHNICIAN I

CLASSIFICATION CODE:

PAY GRADE:

DEPARTMENT: PUBLIC WORKS DEPARTMENT

CHARACTERISTICS OF THE CLASS:

Under the supervision of the Division Foreman, responsible for performing semi-skilled work in the installation, operation and maintenance of the Town's stormwater systems. Employees in this classification may be trained and assigned to operate various associated equipment on a relief or intermittent basis, and may be required to maintain a varied work schedule. Assists other employees and technicians in all aspects of assignments by written order or verbal instruction. Work is subject to close supervision. Constant supervision is not required for routine and repetitive tasks. Performs related duties as directed. This is a non-exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to this position.

- Performs excavating and backfilling or excavation tasks utilizing hand and power tools.
- Performs installation of piping systems, structures and appurtenances.
- Prepares materials, piping, and fillings for installation, replacement or repair.
- Assists in and performs the location and marking of existing underground facilities prior to excavation.
- Assists in and performs cleaning, inspection and testing of lines and systems.
- Assist in and performs maintenance operations of the Town's utilities systems, structures and waterways.
- Installs, removes or replaces meters, valves, gauges or other utility mechanical devices.
- Loads or unloads materials and supplies.
- Assists in maintaining inventory usage records.
- Assists in and performs restoration of disturbed concrete, asphalt and landscape areas.
- Operates and maintains hand and power tools associated with job tasks.
- Exercises independent objective judgment in calling for supervision or assistance in tasks.
- Assists in removal of debris from water bodies, catch basins, swales and other components of the Town's stormdrain system.

REQUIREMENTS:

A. Education and Experience:

High school diploma or GED required, supplemented by previous employment experience in the construction trades, preferably in plumbing, pipefitting irrigation or similar. Must have substantial knowledge of the use and care of simple manual and power hand tools, mechanical equipment or machinery utilized in the installation, operation and maintenance of utility systems, structures and appurtenances. Working knowledge of utility construction and/or water distribution, wastewater/stormwater collection systems is also required. Must possess a valid Florida CDL Class B Driver's License.

B. Knowledge, Skills and Abilities

- Ability to learn the use and maintenance of associated special equipment.
- Ability to understand and follow verbal and written instructions.
- Ability to perform heavy manual labor for extended periods, often under varying climatic conditions.
- Ability to read and comprehend simple plans or sketches and utilize measuring devices.
- Ability to establish and maintain effective working relationships with other employees and the public.
- Ability to effectively communicate with co-workers, management, citizens, and others in a courteous and professional manner.

PHYSICAL REQUIREMENTS

While performing the essential functions of this position, the employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl. Must be able to operate objects, tools or controls and reach with arms and hands. Must be able to remain outdoors for extended periods in high heat and humidity conditions, traverse rough terrain, walk up or down stairwells, ladders, slopes or steps. The employee must frequently lift and/or move up to 75 pounds. Vision ability includes close and peripheral vision, color distinction and depth perception. Must be able to work in close and confined spaces.

ENVIRONMENTAL REQUIREMENTS:

Task may required infrequent exposure to adverse environmental conditions.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

TAB 6

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 6*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" 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: Resolution to add the position of Storm Water Technician II and job description to the Town of Lake Park Classification Plan.

RECOMMENDED MOTION/ACTION: Approve attached resolution.

Approved by Town Manager *W. Davis*

Date: *8/27/08*

Abu Canady, Public Works Director

Date of Actual Submittal

Originating Department: Public Works	Costs: -0- Funding Source: Acct. #	Attachments: Copy of Resolution and Job Description
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 _____: Please initial one.

Summary Explanation/Background:

Pursuant to the adoption of Ordinance 09-2008 at this meeting, the Commission is establishing a Storm Water Utility Division within the Public Works Department. In order to carry out the storm water management and maintenance responsibilities of this utility, a position needs to be created within the Public Works Department which would be responsible for cleaning, maintaining and repairing the Town's storm water conveyance system on a full time basis. The purpose of this action is to amend the Town classification plan to include the title and job description of Storm Water Technician II to more accurately reflect the duties and requirements of this position, and to allow the Public Works Director to utilize personnel more effectively.

The salary range for this position will be equivalent to that of a Equipment Operator III position and will be funded through the newly formed Storm Water Utility Division that is to become effective October 1, 2008. As a result, there will be no budgetary impact as a result of the creation of this position.

RESOLUTION NO. 53-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWNCLASSIFICATION AND PAY PLAN TO PROVIDE FOR THE POSITION OF STORMWATER TECHNICIAN II; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla, Stat; and

WHEREAS, the Classification and Pay Plan is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications with the Town service.

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Classification and Pay Plan is revised to add the position of Stormwater Technician II and corresponding job description. A copy of the job description for this position is attached hereto as Exhibit A.

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

STORMWATER TECHNICIAN II

CLASSIFICATION CODE:

PAY GRADE:

DEPARTMENT: PUBLIC WORKS DEPARTMENT

CHARACTERISTICS OF THE CLASS:

Under the supervision of the Division Foreman, responsible for performing semi-skilled to skilled work in the installation and maintenance of the Town's stormwater collections systems. An employee in this classification performs a variety of manual tasks in installing, maintaining and repairing drainage lines, and may serve as leader of a small crew in carrying out work assignments. The employee is expected to carry out assignments with a minimum of detailed instructions, and may be required to maintain a varied work schedule. Performs related duties as directed. This is a non-exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to this position.

- Participates in installing and repairing drainage systems, and catch basins.
- Inspects drainage systems to detect leaks, and determine method of repair or replacement.
- May supervise a small crew in televising and repair of stormwater and/or water lines.
- Ensures proper completion of any written reports and paperwork associated with work performed.
- Performs inspections of waterways for extraneous material and aquatic vegetation, removing obstructions hindering water flow, and applying herbicides as necessary.
- Participates in the reshaping of roadway swale areas, cleaning and replacing of culverts and catch basins, placing of rip-rap along waterway banks, installation of headwalls/guardrails.
- Assists in construction projects in accordance with specifications.
- Trains co-workers in equipment usage, safety, and construction/maintenance techniques.
- Exercises care and safety in use of equipment and tools required to complete assigned tasks.
- Assures establishment of safe work zones and compliance with all safety requirements.
- Operates a variety of hand tools and equipment such as various vehicles, trucks, asphalt roller, compactor, power boat, and other related equipment as required.

- Performs line locations upon request.

REQUIREMENTS:

A. Education and Experience:

High school diploma or GED required; supplemented by two (2) years of previous experience in the utilities installation and maintenance field in the area of water distribution, wastewater collection and/or stormwater management. Certification in work zone traffic control (MOT) preferred. Must possess a State of Florida Class B Driver's License which may require tanker endorsement, depending upon assigned Division.

B. Knowledge, Skills and Abilities:

- Substantial knowledge of the use and care of simple manual and power hand tools.
- Working knowledge of the methods, materials, techniques, and equipment used in the maintenance and repair of storm water collection systems.
- Working knowledge of the occupational and public health hazards associated with various types of work performed and the necessary safety precautions.
- Ability to learn the use and maintenance of associated special equipment.
- Ability to understand and follow verbal and written instructions.
- Ability to read and comprehend simple plans or sketches and utilize measuring devices.
- Ability to establish and maintain effective working relationships with other employees and the public.
- Ability to effectively communicate with co-workers, management, citizens, and others in a courteous and professional manner.
- Working knowledge of utility construction and/or water distribution, wastewater/stormwater collection systems.

PHYSICAL REQUIREMENTS

While performing the essential functions of this position, the employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl. Must be able to operate objects, tools or controls and reach with arms and hands. Must be able to remain outdoors for extended periods in high heat and humidity conditions, traverse rough terrain, walk up or down stairwells, ladders, slopes or steps. The employee must frequently lift and/or move up to 75 pounds, and must be able to perform heavy manual labor for extended periods, often under varying climatic conditions. Vision ability includes close and peripheral vision, color distinction and depth perception. Must be able to work in close and confined spaces.

ENVIRONMENTAL REQUIREMENTS:

Task may require infrequent exposure to adverse environmental conditions.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupation qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

TAB 7

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 7*

- | | |
|--|--|
| <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"/> 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: Purchase Emergency Generator for Hurricane Preparedness Utilizing City of Coral Springs Bid #07-C-110F.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Abu Canady* Date: *8/27/08*

Abu Canady, Public Works Director

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Public Works</p>	Costs: \$30,000 Funding Source: Emergency Management Acct. # 250-64100	Attachments: City of Coral Springs Contract Award Letter, Price Quote
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 checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: NA 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:

The 2008 Hurricane season is upon us. In preparation for this season, a review of the Town's emergency power capabilities was conducted. As a result, the review

determined that an emergency generator is needed at the Town Marina should power be lost in the event of a hurricane. The generator would be used to power the Marina Administrative Office and fuel depot. The ability to provide fuel in the aftermath of a hurricane would also serve as a critical element of the restoration process for the Town. Additionally, the generator would serve as an auxiliary stand alone power source for other Town facilities and Town functions, such as the Fourth of July Festival held at Lake Shore Park.

Standby Systems, Inc competitively bid and was awarded a contract with the City of Coral Springs, Florida to supply standby generators. Staff wishes to piggy-back that contract award, and recommends approval of the Standby Systems proposal to provide a 60 Kilowatt generator and manual transfer switch. The total cost of the 60 Kilowatt generator and manual transfer switch is \$30,000.00.

STANDBY SYSTEMS INC.

700 S. JOHN RODES BLVD., BUILDING D-1
MELBOURNE, FL. 32904
PH. (321) 952-1806 FAX (321) 952-8969

QUOTE #: D-5757B
QUOTE TO: LAKE PARK
ATTENTION: ABU
JOB NAME: PIGGYBACK GENERATOR FOR PUMPS AND OFFICE
DATE: 8/15/08

PRICES ARE VALID FOR 30 DAYS

QTY	ITEM	MODEL #	PRICE \$
1	BALDOR MODEL TS80T TRAILER MOUNTED GENERATOR PIGGYBACK FROM CORAL SPRINGS 80 Kva / 65 kW Multiple Voltage Rotary Switch	TS80T	\$ 28,375.00
1	400 AMP MANUAL TRANSFER SWITCH TO INCLUDE: - NEMA 3R OUTDOOR ENCLOSURE - 30' 200 AMP CABLE		\$ 1,625.00

FILE COPY

April 18, 2007

Mr. Larry Davis, Jr.
Standby Systems, Inc.
700 South John Rodes Boulevard #D-1
Melbourne, Florida 32904

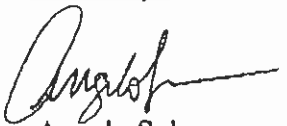
REFERENCE: Bid #07-C-110F, Portable & Stationary Generators

Dear Mr. Davis:

I am pleased to inform you that the Coral Springs City Commission, at their meeting of April 17, 2007, awarded all items of the above named Bid, with the exception of item #3, to your company. This award contract is for a period of three years commencing upon date of award through April 16, 2010.

The City looks forward to a successful business relationship in this regard. If you have any questions or concerns in this matter, please do not hesitate to contact Purchasing Agent Roxanne Sookdeo in this office.

Sincerely,



Angelo Salomone
Purchasing Administrator

AS:cn

cc: R. Michaud, Public Works Director
R. Jensen, Fleet Services Superintendent
J. Maslan, Police Captain

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

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

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

BIO TITLE Portable and Stationary Generators

BID NO.: 07-C-110F

BIDS WILL BE OPENED 2:00 P.M. (EST), March 7, 2007, and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.)

Roxanne Sookdeo, (954) 344-1103

STANDBY SYSTEMS INC.

CORRECT LEGAL NAME OF BIDDER:

[Signature]
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE Vice President

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Laney Davis Jr.

ADDRESS: 700 S. John Road S.W.D.; D-1
Melbourne, FL 32901

PHONE NO: (321) 952-1606

FEDERAL ID NUMBER OR SOCIAL

SECURITY NUMBER OF BIDDER:

59-332-1304

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5

Inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

3. QUALIFICATIONS OF BIDDERS

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

3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

**BID NO. 07-C-110F
PORTABLE AND STATIONARY GENERATORS**

**ATTACHMENT "A"
PRICING INFORMATION**

Bidder will supply the equipment for the price(s) indicated below.

The purpose of this bid is to secure an open-end contract for generators that the City may purchase over a three (3) year period.

The City estimates that \$270,000 will be spent on acquiring various sizes of generators this fiscal year under this contract. The City may purchase generators from the following list.

The City reserves the right to make an award on an item-by-item basis or on a group of items as is deemed to be in the City's best interest.

Item	Est. Qty.	Description / Minimum KW	Brand name / Engine / KW	Delivered Cost Each Unit	Warranty Yrs./Hrs. Offered	Extended Warranty Term & Monthly Cost	Delivery days after receipt of Purchase Order
1 A	1	Baldor T88RT, Engine 3 tier emission, 81 kw/65kw, DB level 67 @ 7 meters, (3) 20 amp 120V duplex receptacles, (3) 50 amp 120/240 twistlock receptacles, fuel capacity 80 gallons, Portable Trailer Mounted Diesel Generator or approved equivalent.	BALDOR John Deere 81KVA/65 KW	\$ 28,375	3 YRS, 3000 hrs.	4 YRS PARTS (TOTAL) \$ 1,194.00 (TOTAL) MONTHLY 4-5 YR. 30/MO	60-100 DAYS
2 B	1	Baldor, Model 60 KW UCF1224, 208V, 3 phase, 200 amp breaker stationary	BALDOR GM	\$ 21,145	3 YRS 3000 HRS	4 YRS PARTS (TOTAL)	60-100 DAYS

Item	Est. Qty.	Description / Minimum KW	Brand name / Engine / KW	Delivered Cost Each Unit	Warranty Yrs./Mths. Offered	Extended Warranty Term & Monthly Cost	Delivery days after receipt of Purchase Order
3	1	propane generator, 71db @ 7 meters, or approved equivalent.	60 KW			\$ 824.00 (TOTAL)	
C	1	Baldor, Model 350 KW HC1444E, Voltage 120/240; 277/480; 1200 amp breaker with adjustable trip breaker; DB level 71 @ 7 meters, 3 Phase Propane Stationary Generator or approved equivalent. Aluminum enclosure.	BALDOR CUMMINS 350 KW	\$ 142,814	2 YR 1,000 hrs.	PARTS (TOTAL) \$ 1,287 (TOTAL) MONTHLY-5 YR.	60-120 DAYS
4	1	Baldor, Model 350 KW HC1444E, Voltage 120/240, 277/480; 1200 amp breaker with adjustable trip breaker; DB level 71 @ 7 meters, 3 Phase Portable Trailer Mounted Diesel Generator or approved equivalent. Aluminum enclosure.	BALDOR IDCC350.D DETROIT 350 KW	\$ 92,465	2 YR 1,000 hrs.	PARTS (TOTAL) \$ 1,379.00 (TOTAL) MONTHLY-5 YR.	60-120 DAYS
5	1	Baldor, Model 600KW HC1544, Voltage 120/240, 277/480; 1200 amp breaker with adjustable trip breaker; DB level 71 @ 7 meters, 3 Phase Portable Trailer Mounted Diesel Generator or approved equivalent. Aluminum enclosure.	BALDOR IDCC600M MITSUBISHI 600 KW	\$ 192,732	2 YR. 1,000 hr.	PARTS (TOTAL) \$ 1,869.00 (TOTAL) MONTHLY-5 YR.	60-150 DAYS
6	1	Baldor TS130, Engine 3 tier emissions, 134kw/107kw, DB level 71 db @ 7 meters, (4) 20 duplex receptacles 120V, (4)	BALDOR TS130	\$ 40,679	3 YR. 3,000 hr.	PARTS (TOTAL) \$ 1,648.00	60-100 DAYS

Item	Est. Qty.	Description / Minimum KW	Brand name / Engine / KW	Delivered Cost Each Unit	Warranty Yrs./Hrs. Offered	Extended Warranty Term & Monthly Cost	Delivery days after receipt of Purchase Order
		50 amp twistlock 120/240 receptacles, fuel tank 210 gallons, Portable Trailer Mounted Diesel Generator or approved equivalent.	John Deere 130 kVA / 107 KW			(TOTAL) MONTHLY - 5 YR.	
7	1	Baldor TS175T, Engine 3 tier emission, 175kva/140kw, DB level 67@7 meters, (4) 20 amp 120V duplex receptacles, (4) 50 amp 120/240V twistlock receptacles, fuel capacity 210 gallons, Portable Trailer Mounted Diesel Generator or approved equivalent.	Baldor TS 175T John Deere 175 kVA / 140 KW	\$46,232	3 YR. 31000 hrs.	(TOTAL) \$ 1,705 (TOTAL) MONTHLY - 5 YR.	65-100 Days



FINANCIAL SERVICES DEPARTMENT
CITY OF **CORAL SPRINGS** FLORIDA

PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FL 33065
TELEPHONE: (954) 344-1100
FAX: (954) 344-1186
www.coral springs.org

DATE: MARCH 5, 2007

BID NO.: 07-C-110F

ADDENDUM NO. 1
PORTABLE AND STATIONARY GENERATORS

The bid opening will be delayed until Wednesday, March 21, 2007.

Addendum #2 will be issued at a later date with additional information.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE WEDNESDAY, MARCH 21, 2007 AT 2:00 P.M.

Signature

STANDBY SYSTEMS INC

Company

3/16/07

Date

Roxanne Sookdeo
Purchasing Agent II



DATE: March 8, 2007

BID NO.: 07-C-110F

ADDENDUM NO. 2
PORTABLE & STATIONARY GENERATORS

The following changes are being made to the specifications pages.

Remove section 2.1, Generator Sets (Portables) in its entirety.

Add the following in its place:

2.1 GENERATOR SETS ("RENTAL GRADE")

- A. All trailerized "rental grade" units shall conform to the specifications listed in the chart provided with this specification.
- B. Main-Line Circuit Breaker:
 - 1. Unit shall have a **single main line circuit breaker** sized to the maximum output of the generator. Since all generators will have a **three position rotary switch**, the circuit breaker will be sized for the maximum output of the 208V. The breaker shall automatically change its trip rating when the voltage selector switch is in any other position than 208V. When the switch is in the 240V position, the breaker shall trip at the amperage output for that unit at 240V. The same is true for the 480V. position.
- C. Voltage Rotary Switch:
 - 1. Each unit shall have a 3 position rotary switch to include: 120/240V Delta, 120/208V low WYE, and 277/480V high WYE. The main line circuit breaker shall adjust its trip rating according to the position of the rotary switch.

D. Receptacle Panel:

1. Each unit shall incorporate a 120/240V receptacle panel that is located underneath the control panel inside a lockable door. The door shall have access even when locked to allow cords to pass through, but still have a weather protective feature. The amount and type of receptacles can be found on the chart included in this spec.

E. Sound Attenuation:

1. All units shall be sound attenuated with the exhaust located within the updraft air deflector. Sound level requirements can be found on the chart.

F. Voltage Adjust Rheostat:

1. All units shall have a voltage rheostat adjustment located on the front control panel.

G. Trailer:


1. All tandem axle units shall have diamond plate fender wells to protect the wheels. All trailers shall be DOT approved.

H. Engine:

1. All units shall have John Deere Engines or approved equivalent.

Please use the attached revised "Attachment A – Pricing Page" when submitting your bid. The item descriptions have been revised.

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE WEDNESDAY, MARCH 21, 2007 AT 2:00 P.M.**



Signature

STANBY SYSTEMS INC.

Company

3/16/07

Date

Roxanne Sookdeo
Purchasing Agent II

BID FORM FOR PORTABLE AND STATIONARY GENERATORS
BID NO. 07-C-110F

SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to supply all equipment as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has examined the indemnification and liquidated damages provisions and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision to provide the equipment as follows:

PORTABLE AND STATIONARY GENERATORS

6. See Attachment "A" for pricing.
7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward County during the period covered by this contract and any extensions, if required. Yes No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. <u>7</u>	Date <u>3/5/07</u>
Addendum No. <u>2</u>	Date <u>3/8/07</u>
Addendum No. _____	Date _____

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. Communications concerning this Bid shall be addressed to:

Name: LARRY DAVIS JR.

Address: 700 S JOHN RODES BLVD; D-1
MELBOURNE, FL. 32904

Telephone No.: (321) 952-1606.

Fax No.: (321) 952-6969

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References

CERTIFIED RESOLUTION

I, Nancy Davis (Name), the duly elected Secretary of STANDBY SYSTEMS Inc. (Corporate Title), a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Larry Davis (Name) The duly elected V.P. (Title of Officer) of STANDBY SYSTEMS Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Larry Davis</u>	<u>President</u>	<u>Larry Davis</u>
<u>Larry Davis Jr.</u>	<u>V. President</u>	<u>[Signature]</u>
<u>Nancy Davis</u>	<u>Treasurer</u>	<u>Nancy Davis</u>

Given under my hand and the Seal of the said corporation this 21 day of March, 2007.

(SEAL)

By: Nancy Davis
Secretary

STANDBY SYSTEMS Inc.
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 21 day of MARCH,

2007.

[Signature]

Witness

[Signature]

Signature of Owner

STANDBY SYSTEMS Inc.

Printed Name of Corporation,
Partnership, Firm

Larry Davis

Printed Name of Owner

700 S. John Rodes Blvd. D-1

Business Address

Melbourne, Fl. 32904

City/State/Zip

(321) 952-1606

Business Phone Number

[Signature]

Witness

ACKNOWLEDGEMENT

State of Florida

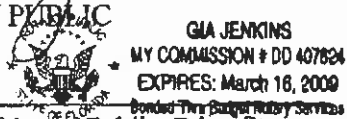
County of BREVARD

The foregoing instrument was acknowledged before me this 21 day of March, 2007,
by Larry Davis (Name), President (Title) of STANDBY SYSTEMS Inc. (Name of Company) who is personally known to me or who
has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC



(Name of Notary Public: Print, Stamp,
or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of Fla. or)

)ss.

County of BREVARD)

LARRY DAVIS being first duly sworn, deposes and says that:

- (1) He/she is the Owner (Owner Partner, Officer, Representative or Agent) of STANBY SYSTEMS INC., the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Nancy Davis
Nancy Davis

By: [Signature]
LARRY DAVIS
(Printed Name)
V. President
(Title)

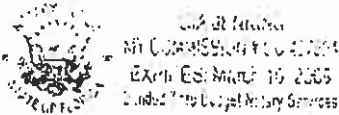
ACKNOWLEDGEMENT

State of Florida
County of BREVARD

The foregoing instrument was acknowledged before me this 21 day of March
2007, by Larry Davis, who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC



(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: STANDBY SYSTEMS INC

- Corporation
- Partnership
- Individual
- Other

NAME: LARRY DAVIS

ADDRESS: 700 S John Redes Blvd; D-1
Melbourne, Fl. 32904

TELEPHONE NO. (321) 952-1606

FAX NO. (321) 952-6969

E-MAIL ADDRESS: LDP4IPII@AOC.COM.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: STANDBY SYSTEMS INC.
The address of the principal place of business is: 700 S John Redes Blvd.
D-1, Melbourne, Fl. 32904

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 06/1995
- b. State of Incorporation: Fl.
- c. President's name: LARRY DAVIS
- d. Vice President's name: LARRY DAVIS JR.
- e. Secretary's name: NANCY DAVIS

f. Treasurer's name: Nancy Davis
g. Name and address of Resident Agent:
Nancy Davis
3191 Tuscan Willow Dr
Melbourne, RI. 32984

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

13

a. Under what other former names has your organization operated?

ELECTRIC SYSTEMS & CONTROLS, INC.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

N/A

8. Do you have a complete set of documents, including drawings and addenda?
(Y) (N) _____

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

[Handwritten Signature]
Signature

State of FLORIDA
County of BREVARD

The foregoing instrument was acknowledged before me this 21 day of March, 2008 by Larry Davis of STEADBY SYSTEMS INC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,
[Handwritten Signature]
NOTARY PUBLIC

GIA JENKINS
MY COMMISSION # DD 407824
EXPIRES March 18, 2009
Banded Title Registrar Services

(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): STANBY SYSTEMS INC.
ADDRESS: 700 S. JOHN ROCKS BLVD. BLDG D-1
TELEPHONE NO: (321) 952-1806
CONTACT PERSON: LALLY DAVIS Sr. TITLE: V.P.
NUMBER OF YEARS IN BUSINESS: ~~10~~ 15 YEARS
ADDRESS OF NEAREST FACILITY: SAME

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: CITY OF PLANTATION
ADDRESS: 400 NW 73rd AVE. PLANTATION, FL. 33324
TELEPHONE NO: (954) 452-2544
CONTACT PERSON: LYNN DOERMAN TITLE: PURCHASING
DATE PRODUCTS SOLD: 7/06

2. COMPANY NAME: BREVARD COUNTY
ADDRESS: 10001 N. WICKHAM RD. MELBOURNE, FL. 32940
TELEPHONE NO: (321) 863-6874
CONTACT PERSON: GLEN COOK TITLE: UTILITIES SUPERVISOR
DATE PRODUCTS SOLD: 6/06

3. COMPANY NAME: CITY OF BOCA RATON
ADDRESS: 1401 BLADES RD. BOCA RATON, FL. 33431
TELEPHONE NO: (561) 338-7322
CONTACT PERSON: NORM WALLINGS TITLE: UTILITIES DIRECTOR
DATE PRODUCTS SOLD: 3/07

TAB 8

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 8*

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

<input type="checkbox"/> DISCUSSION

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

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

<input type="checkbox"/> CONSENT AGENDA

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

SUBJECT: Ordinance on second reading requesting adoption of a text change to Chapter 78, Article IV. Walls, Fences and Hedges to allow for a fence material waiver for town alleyways, clarification on the use of barb wire, clarification on the need for permits and clarification on nonconforming fencing.

RECOMMENDED MOTION/ACTION: adoption

Approved by Town Manager *Vivian M. Lemly* **Date:** *8/25/08*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Memo Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>PL</i>	<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 Explanation/Background: The present code language in Article IV mandates the use of masonry walls as separators between commercial and residential properties. The Town has recently committed to replacing all the masonry walls along the alleyways that run parallel to Park Avenue and the alleyway that runs parallel to 10th Street with chain link fencing. In order to be compliant with the code it is necessary to change the code language to allow the commission to waive the requirement for masonry fencing and allow for the use of chain link fencing.

In addition to the fencing materials change this ordinance also addresses barb wire use in industrial areas, clarification of the permitting process, clarification of corner lot regulations, and clarification of nonconforming regulations for fencing.

ORDINANCE NO. 15-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE IV OF THE TOWN CODE ENTITLED "WALLS, FENCES AND HEDGES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted a Comprehensive Plan which has previously been determined to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Town Commission has adopted Land Development Regulations (LDRS) to implement its Comprehensive Plan as required by Section 163.3203, Florida Statutes, which are codified in Chapter 78 of the Town Code entitled "Zoning" and

WHEREAS, the LDRS regulate, among other things the materials and maintenance of walls, fences and hedges which are permitted in residential and business areas within the Town; and

WHEREAS, the Town Commission has determined that it would further the public's health, safety and general welfare to amend Chapter 78, Article IV of the Town Code entitled "Walls, Fences and Hedges".

THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT:

Section 1. The whereas clauses are hereby incorporated as true and correct as the legislative findings of the Town Commission.

Section 2. Article IV entitled “Walls, Fences and Hedges” of Chapter 78 of the Town Code entitled “Zoning” is amended as follows:

ARTICLE IV. WALLS, FENCES AND HEDGES

Sec. 78-111. In residential areas.

(a) *Side and rear yard walls and fences.* The maximum height of all walls and fences located, erected, constructed, reconstructed or altered from along the line side or rear property lines shall be six feet above grade level. Poles and decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of ~~72~~ 78 inches in height above grade level. The walls and fences allowed in this section may be constructed of the following materials: wood (natural, painted or stained), painted concrete, painted wrought iron, painted aluminum, vinyl, vinyl coated chainlink, except in front yards as noted in section (b) ~~(2)~~ (1) of this section. The walls or fences may be solid or opaque. Barbed wire is prohibited in residential areas.

(b) *Front yard walls and fences.* Front yard walls and fences are those that are located, erected, constructed, reconstructed or altered along the front property line and along the side property line between the front building line and front property line to enclose the front yard.

(1) *Front yard fences.* The maximum height of front yard fences shall be 40 inches above grade level. Poles and decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of 46 inches in height above grade level. Front yard fences ~~shall not be more than 30 percent opaque and~~ may be constructed of the following materials: painted/stained wood pickets, painted wrought iron, or painted aluminum. Front yard fences may not be constructed of chainlink fabric, chicken wire or unpainted/unstained wood material.

(2) *Front yard walls.* Front yard walls may be constructed of painted and stuccoed concrete or other masonry, such as brick, but not brick facing, and shall have a maximum height of 30 inches above grade level. Decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of 36 inches in height above grade level.

(3) *Combination wall/fence.* A combination wall/fence consists of a short masonry wall which serves as a base for metal (wrought iron or aluminum) fencing material and shall have a maximum height of 40 inches. Poles and decorative caps may extend an additional six inches above the top of the fence material to a maximum of 46 inches in height above grade level. In a combination wall/fence, the solid wall portion shall be limited to a maximum height of 16 inches ~~and the fencing portion shall be no more than 30 percent opaque.~~

(c) *Corner lots.*

(1) *Generally.* On a corner lot, walls and fences behind the front building line with a maximum height of six feet may be constructed along the rear and side property lines, with the exception that all fences constructed on the side of the property next to the side street shall ~~meet all of the requirements of subsection (b) of this section regarding front yard fences and~~ be set back ~~a minimum of ten feet~~ sufficiently to include a landscaped strip between the fence and on the outside of the from the side street right-of-way line. Maintenance of the fence/wall and the associated landscaping is required. Side-yard fences may not be constructed of chainlink fabric, chicken wire or unpainted/unstained wood material. Fences that are required in order to meet the requirement for barriers surrounding swimming pools constructed in the side yard shall meet the height and other requirements of the pool and spa code of the county and may be constructed of any of the materials listed in subsection (a) of this section.

(2) *Exception.* Existing fences constructed prior to 1979 may be reconstructed or altered in order to satisfy swimming pool enclosure requirements provided there shall be no visual obstruction to vehicular traffic.

(d) *Construing term.* In construing this section, a curb of 12 inches or less shall not be construed as a wall under the provisions of subsections (a) and (b) of this section.

Sec. 78-112. In business areas.

(a) In commercial districts, the walls and fences located, erected, constructed, reconstructed or altered outside of the building line shall not be over eight feet in height.

(b) Whenever ~~the rear~~ of lots in C business districts abut residential lot lines in R residential districts, there shall be a solid masonry wall a minimum of six feet and a maximum of eight feet in height erected ~~on the rear of~~ where the business property and the residential property abut, the wall shall run the full length of the lot line adjoining the residential property.

(c) Whenever ~~the rear~~ of lots in C business districts are separated from residential lots in R residential districts by a dedicated alley, there shall be a solid masonry wall a minimum of six feet and a maximum of eight feet in height erected on that part of the alleyway closest to the R residential district, the full length of the business lot line which lies across the alley from the residential property.

(d) The costs and expenses of the building and maintenance of the separating wall shall be fairly apportioned, by special assessments, between the owners of the commercial lots and in the case where the residential units on abutting lots are multiple-family, then the owners of the multiple-family property. The town shall determine the apportionment of such expenses.

(e) The wall must be maintained and kept in good repair so as to meet the minimum standards of subsections (b) and (c) of this section by the property owners as described in subsection (d) of this section. Any repair or replacement of an existing wall or section of a wall shall be made by replacing or repairing said wall with solid masonry block construction whenever the repairs or replacement exceeds 50 percent of any five-foot section of wall.

(f) Other fences or walls erected in nonresidential zoning districts shall be constructed of material listed in section 78-114. Maximum height shall not exceed eight feet. Barbed wire fencing or strands on top of other fence materials is ~~prohibited in all zoning districts~~

allowed where the Community Development Director determines that the health, safety and welfare of the property owner warrants the installation of such protective fencing material.

(g) Junkyards, or other unsightly occupancies shall be surrounded by a solid wall or fence of sufficient height and opacity to preclude a view from the outside. Such wall or fence shall be enhanced by adequate landscaping as required in Section 78-253.

(h) All fences and walls, including pool barriers, shall meet the construction requirements of all applicable building and life/safety codes.

(i) Special Materials Waiver. The Town Commission may, at its sole discretion, waive the requirement that alleyway separating walls be of solid masonry block construction and may instead require a black or green vinyl coated, chain link fence six feet in height. A chain link fence shall be screened along its full length by appropriate hedging. Hedge shrubs shall be planted on two foot centers and be capable of reaching a height of 6 feet within 2 years of planting. The hedging shall be maintained at a height of no less than six feet.

Sec. 78-113. Enclosing swimming pools.

(a) All fences and walls erected to enclose swimming pools shall be of nonclimbable construction and shall be equipped with self-closing gates.

(b) All fences and walls erected to enclose swimming pools shall be not less than five feet nor more than six feet in height.

(c) Other suitable enclosures of greater height may be used when erected within the setback lines.

Sec. 78-114. Materials.

(a) Fences and walls shall be constructed of the following materials only:

(1) Wood which is of a rot-resistant and termite-resistant species or which is chemically pressure-treated to resist rot and termite attack.

(2) Steel posts and wire fabric, fabric of minimum 11-gauge galvanized or other noncorrodible metal and may be coated with black or green colored vinyl.

(3) Painted ornamental iron, ~~or~~ aluminum or vinyl.

(4) Painted concrete or masonry.

(b) Prohibited materials:

(1) Barbed wire. Except as noted herein.

(2) Chicken wire.

(3) Razor wire. Except as noted herein.

Sec. 78-115. Maintenance.

(a) All walls and fences shall be maintained to provide a safe, healthy and finished appearance.

(b) All walls and fences shall be painted on all sides sufficiently to maintain a finished appearance, prevent mildew from forming thereon and to protect the health of the persons on either side of the wall. The paint may be baked on before the wall or fence is first erected, or shall be painted on after the wall or fence has been erected and at such times thereafter as it shall be necessary to maintain a finished appearance. As an alternative, coloring may be applied to or incorporated into the wall or fence material before the wall

is constructed. Walls and fences colored in this manner shall be cleaned, repaired and patched as necessary to maintain a finished appearance. Holes or broken areas of masonry shall be repaired. Deteriorated, rotted or broken wood slats or posts shall be replaced.

(c) All walls and fences shall be erected or constructed to present, face, or display the finished side of the wall or fence to the adjoining or abutting lot or right of way. When the wall or fence is located in a manner where both sides of the wall or fence are visible from a right of way, both sides of the wall or fence shall be finished.

Sec. 78-116. Plans; permits.

A building permit is required prior to any fencing being constructed, repaired, replaced, extended or altered. Plans showing the location and height of fences or walls, materials, coloring, and type of construction, and landscaping shall be submitted to and a permit therefore obtained from the community development department. A survey of the property is required for all fencing permits. A fee is required.

Sec. 78-117. Nonconforming fencing.

(a) Nonconforming fencing is any fencing which was established pursuant to the issuance of a fencing permit or fencing approved as part of a development order on or before the effective date of these regulations and which is rendered nonconforming by the provisions of this article.

(b) Nonconforming fencing may be continued, so long as it remains otherwise lawful, subject to the following provisions:

1. Nonconforming fencing may not be enlarged or altered.

2. Any nonconforming fence for which a building permit is required to repair, replace, reconstruct, construct, or alter must conform to all provisions of this article.

Secs. 78-~~117~~ 118 --78-140. Reserved.

Section 3. Severability.

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

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

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. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

TAB 9

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

Meeting Date: September 3, 2008

Agenda Item No. Tab 9

- | | |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input checked="" 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 type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Millage resolution.

RECOMMENDED MOTION/ACTION: Motion to approve millage resolution for Fiscal Year 2008-2009.

Approved by Town Manager

M. Davis

Date:

8/26/08

Anne M. Costello
Name/Title Finance Director

8/21/08
Date of Actual Submittal

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Resolution
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 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: <u>TRIM Notice</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must approve a millage resolution to establish the millage rate for the next fiscal year. This is required for TRIM compliance.

RESOLUTION NO. 48-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2008/2009; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution and Chapter 166, Florida Statutes, the Town of Lake Park (Town) has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, these powers include the authority to adopt millage rates to be levied by the Town Commission on all taxable real and tangible personal property within the Town each fiscal year; and

WHEREAS, the Town Commission has on this date held a properly advertised public hearing pursuant to the requirements of Section 200.065, *F.S.*, to adopt a millage rate for the Town's 2008/2009 Fiscal Year; and

WHEREAS, the Town Commission has held a public hearing and at that hearing has discussed "the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased"; and

WHEREAS, at said public hearing the public has been allowed to speak and ask questions regarding the tentative millage rate prior to adoption and the Town Commission has explained the reasons for the increase over the rolled-back rate; and

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

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

Section 2. In order to fund the budget of the Town , a millage rate is hereby adopted and levied by the Town Commission , pursuant to the Statutes and Constitution of the State of Florida, as follows:

A. Upon first reading hereof, the tentative millage rate computed to fund the Town's proposed budget is hereby approved and adopted in the sum of 8.5163 mills. For each \$1,000.00 of assessed valuation, said millage rate will raise a tax of \$8.5163.

B. Upon second reading hereof, the final millage rate computed to fund the Town's final

budget is hereby approved and adopted in the sum of 8.5163 mills. For each 1,000.00 of assessed valuation, the millage rate will raise a tax of \$8.5163.

Section 3. The rolled-back millage rate computed by the Town pursuant to the instructions furnished by the Palm Beach County Property Appraiser for the fiscal year 2008-2009 is 8.2699 mills. The percentage, if any, by which the above specified millage rate to be levied by the Town exceeds the rolled-back rate, are as follows:

A. The tentative millage rate exceeds the rolled-back millage rate by 2.98 percent. This figure is declared to be the percentage increase, if any, in property taxes for the Town proposed to be adopted by the Town Commission.

B. The final millage rate exceeds the rolled-back millage rate by 2.98 percent. This figure is declared to be the percentage increase, if any, in property taxes for the Town actually adopted by the Town Commission.

Section 4. In order to fund the voter approved debt service for the Town , a millage rate of 1.1500 is hereby adopted by the Town Commission of the Town pursuant to the Laws and Constitution of the State of Florida.

Section 5. Pursuant to the millage rate aforesaid, the following amount of ad valorem taxes shall be raised and collected by the Town for municipal purposes and expenses for the fiscal year beginning October 1, 2008 and ending September 30, 2009, to-wit:

Under the tentative millage rate:	\$ 5,842,707
Under the final millage rate:	\$ 5,842,707

Section 6. Pursuant to the applicable provisions of the Constitution and Statutes of the State of Florida and the Town Charter , there is hereby levied a general municipal millage rate as above stated, respectively, upon the dollar amount of the assessed valuation of all taxable real and tangible personal property in the Town as returned by the Palm Beach County Property Appraiser in the Town's behalf and fixed by the Town Commission as shown by the 2008 tax roll for the Town, allowing the homestead and all other lawful exemptions as shown therein.

Section 7. The millage hereby levied, as above stated, respectively, is hereby approved and certified by the Town Commission of the Town, pursuant to the laws of the State of Florida.

Section 8. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and moneys to be used, set aside and expended for the functions and purposes of the municipal government of the Town pursuant to the Constitution and Laws of the State of Florida and the Town Charter.

Section 9. The ad valorem taxes which are hereby levied are in excess of and above all other revenues to be received by the Town and are to be collected during the fiscal year beginning October 1, 2008 and ending September 30, 2009. All such ad valorem taxes so specified and levied are ordered to be extended upon the tax rolls, books and records of Palm Beach County in the proper millage in proportion to the valuation of such property as returned by the Palm Beach County Property Appraiser and fixed by the Town Commission.

Section 10. The Town Clerk is hereby directed to furnish a certified copy of this Resolution upon adoption to the Palm Beach County Property Appraiser, the Palm Beach County Tax Collector and the Department of Revenue of the State of Florida, as required by Law.

Section 11. This Resolution shall take effect immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

TAB 10

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 10*

- | | |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input checked="" 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 type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Budget resolution.

RECOMMENDED MOTION/ACTION: Motion to approve budget resolution for Fiscal Year 2008-2009.

Approved by Town Manager

W. Davis

Date:

8/26/08

Anne M. Castello
Name/Title Finance Director

8/21/08
Date of Actual Submittal

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Resolution
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 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: <u>TRIM Notice</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must approve a millage resolution to adopt the budget for the next fiscal year. This is required for TRIM compliance.

RESOLUTION NO. 49-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, pursuant to Chapter 166, Florida Statutes and Article VIII, §2 of the Florida Constitution,, the Town of Lake Park, Florida (Town) has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, pursuant to Section 166.241, Florida Statutes, each municipality in the state of Florida is required to establish a fiscal year beginning October 1 of each year and ending September 30 of the following year shall adopt a budget each fiscal year.

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

Section 1. As hereinafter stated in this resolution, the term "fiscal year" shall mean that period of time beginning October 1, 2008, and including September 30, 2009.

Section 2. The revenues hereinafter incorporated by reference shall be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the Town for the above described fiscal year.

Section 3. Sums hereinafter incorporated by reference listed as operating and other expenses of the respective funds and departments of the Town shall be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for said fiscal year.

Section 4. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as follows:

- A. As set out in the amended proposed Town of Lake Park General Fund Budget as on file in the Office of the Town Clerk of the Town.
- B. As set out in the amended proposed Town of Lake Park Debt Service Fund Budget as on file in the Office of the Town Clerk of the Town.
- C. As set out in the amended proposed Town of Lake Park Insurance Fund Budget as on file in the Office of the Town Clerk of the Town.
- D. As set out in the amended proposed Town of Lake Park Streets & Roads Fund Budget as on file in the Office of the Town Clerk of the Town.
- E. As set out in the amended proposed Town of Lake Park Marina Fund Budget as on file in the Office of the Town Clerk of the Town.
- F. As set out in the amended proposed Town of Lake Park Stormwater Fund Budget as on file in the Office of the Town Clerk of the Town.

- G. As set out in the amended proposed Town of Lake Park Sanitation Fund Budget as on file in the Office of the Town Clerk of the Town.

Section 5. The sums hereinbefore incorporated by reference based upon departmental estimates prepared by the Town Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town of Lake Park Government and its other enterprises for the fiscal year beginning October 1, 2008.

Section 6. The Town adopts the provisions of Florida Statutes 200 which provides for the expenditures of monies for the fiscal year based upon the tentative budget approved by the Town Commission of the Town.

Section 7. This Resolution shall become effective upon adoption.

TAB 11

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

Meeting Date: September 3, 2008

Agenda Item No. Tab 11

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <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 type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Resolution Authorizing the Town Manager to Execute the Renewal Quotation for the Florida League of Cities Florida Municipal Insurance Trust Property, Casualty and Workers' Compensation Insurance Coverage for FY 2009

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager *W. Davis* Date: *8/28/08*
Bonnie McElhara *8/27/08*
 Name/Title *HR Director* Date of Actual Submittal

Originating Department: Human Resources	Costs: \$ <u>299,780</u> <u>18.5% decrease</u> Funding Source: Acct. # <u>150-51-589-900</u> ³⁴⁰⁰⁰ ₄₅₁₀₀	Attachments: Copy of Resolution and Gehring Group Property & Casualty & Workers' Compensation Renewal Recommendation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>ANC 8/29/08</i></u>	<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 <u><i>BMT</i></u> or Not applicable in this case _____: Please Initial one.

Summary Explanation/Background:

RESOLUTION NO. 54-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO A EXECUTE THE RENEWAL QUOTATION FROM THE FLORIDA LEAGUE OF CITIES FOR PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE FOR THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for property, casualty and workers' compensation insurance for Fiscal Year 2009; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Property and Casualty and Workers' Compensation Renewal Recommendation effective October 1, 2008 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of property, casualty and workers' compensation insurance coverage for Fiscal Year 2009 through the Florida League of Cities Florida Municipal Insurance Trust; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2009.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to execute the renewal quotation for property, casualty and workers' compensation insurance coverage through the Florida League of Cities Florida Municipal Insurance Trust for Fiscal Year 2009 as outlined in the attached **Exhibit A**.

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



Town of Lake Park
Property & Casualty &
Workers' Compensation
Renewal Recommendation
Effective Date: October 1, 2008

The Town of Lake Park has continued to renew their property and casualty insurance program with the Florida League of Cities/ Florida Municipal Insurance Trust since October 1, 2005. Based upon the "soft" market and its premium reductions, expanded capacity in the market and a return of premium, the Town's incumbent carrier provided the following renewal quotation for fiscal year 2008/2009.

PROPERTY, INLAND MARINE, GENERAL LIABILITY, AUTOMOBILE

The incumbent provider for Property, Inland Marine, General Liability, and Automobile coverage is the Florida Municipal Insurance Trust (FMIT) administered through the Florida League of Cities. Regarding Property, the FMIT renewal quotation is \$105,525 based upon a Total Insured Value (TIV) of \$13,726,845. The expiring premium is \$144,038 based upon a TIV of \$13,726,845. Inland Marine coverage is included in the FMIT property quotation and covers items such as heavy equipment and small boats. The renewal quotation represents a decrease in premium of \$38,513 below the expiring premium with a deductible of \$5,000 for All Other Perils. The Windstorm deductible remains unchanged at 5% of the Total Insured Value per building, per location, per occurrence, subject to the policy deductible or whichever is greater. With the 2008/2009 property renewal, the Florida Municipal Insurance Trust Board of Trustees has approved a \$10,000,000 return of premium for members in good standing that had their property coverage with the Trust during FY 2006/2007. Based upon property premiums paid in 2006/2007 the Town can expect to receive a minimum return of premium in the amount of \$26,863. A check can be issued or a credit can be taken on the 2008/2009 second installment payment per the member's choice.

FMIT, as the incumbent provider for General Liability, Public Officials Liability/Employment Practices Liability, offers a renewal quote of \$40,596, a 0.23% increase from the current year's premium of \$37,601. FMIT also provided a renewal quotation for Automobile coverage with a

0.29% increase in premium for both liability and physical damage. The 2008/2009 quotation is \$26,362 versus the current premium of \$26,287. This premium increased slightly due to the addition of seven vehicles during the current fiscal year.

WORKERS' COMPENSATION

FMIT is also the incumbent carrier for the Town's workers' compensation program and has provided a renewal quotation of \$126,536, a decrease of 20.51% from the expiring premium of \$159,188. The Town's experience modification factor decreased from a 1.61 to a 1.60 for the coming year. The rates issued by the National Council on Compensation Insurance (NCCI) and utilized by The FMIT for each class code have also experienced decreases which will apply the renewal quotation. The FMIT continues to offer the Town standard credits for maintaining and enforcing a Drug Free Workplace (5%) and Safety Program (2%) in addition to their standard Incentive Credit. The Gehring Group will work with staff to review trends and establish programs which over time will help to decrease the experience medication factor to an acceptable level.

CRIME

Coverage with the FMIT includes an honesty blanket bond with a limit of \$50,000. This type of bond protects the Town from employee dishonesty. The Town also has theft, disappearance and destruction coverage with a limit of \$10,000. These coverages' are included in the Property Coverage offered by the FMIT. In addition, the Town has a position schedule bond for the Finance Director and Town Manager. This bond does not renew until December 6, 2008.

SUMMARY

- *The Gehring Group recommends that the Town of Lake Park place its' Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverage's with the FMIT for a combined premium of \$299,780. This recommendation represents an overall decrease to the Town of -18.50%, or -\$71,462 from the expiring premiums.*

**TOWN OF LAKE PARK
PROPERTY & CASUALTY RENEWAL EVALUATION
2008 - 2009 PLAN YEAR**



Coverage Type	CURRENT FMIT			RENEWAL FMIT			% + or -
	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium	
Property, Inland Marine & Equipment Breakdown	\$ 5,000	\$ 13,726,845	\$ 144,038	\$ 5,000	\$ 13,726,845	\$ 105,525	-26.74%
	See Below for Wind						
General Liability	\$ 25,000	\$2,000,000	\$ 25,320	\$ 25,000	\$2,000,000	\$ 25,379	0.23%
Stop Loss Deductible	\$ 75,000						
Public Official Liability & Employment Practices Liability	\$ 25,000	\$ 1,000,000	\$ 12,281	\$ 25,000	\$ 1,000,000	\$ 15,217	23.91%
Auto Liability	\$ 25,000	\$ 2,000,000	\$ 26,287	\$ 25,000	\$ 2,000,000	\$ 26,362	0.29%
Stop Loss Deductible	\$ 75,000						
Personal Injury Protection	N/A	\$ 10,000	Included	N/A	\$ 10,000	Included	
Medical Payments	N/A	\$ 5,000	Included	N/A	\$ 5,000	Included	
Uninsured Motorists	N/A	\$ 20,000	Included	N/A	\$ 20,000	Included	
Physical Damage Comprehensive Coverage	N/A	Per Schedule	Included	N/A	Per Schedule	Included	
Physical Damage Collision Coverage	N/A	Per Schedule	Included	N/A	Per Schedule	Included	
Stop Loss Deductible	\$ 75,000						
Crime Coverage							
Employee Dishonesty Coverage	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000	Included	
Theft, Disappearance, Destruction	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000	Included	
Position Schedule Bond*	\$ 1,000	\$ 50,000	\$ 725	\$ 1,000	\$ 200,000	\$ 761	5.00%
Workers' Compensation	First Dollar Coverage	\$ 1,000,000	\$ 159,188	First Dollar Coverage	\$ 1,000,000	\$ 126,536	-20.51%
Modification Factor	1.61			1.60			
Annual Premium Sub Total:			\$ 367,839			\$ 299,780	
Gehring Group Administrative Services Fee:			\$ 18,392			\$ 14,989	
Total Net Premium:			\$ 386,231			\$ 314,769	
Minimum Return of Premium:			N/A			\$ (26,863)	
Grand Total:			\$ 386,231			\$ 287,906	
\$ Increase						\$ (71,462)	
% Increase						-18.50%	

Property Deductible : Locations greater than 1/2 mile from Coastal Waters: Named Storm Deductible 5% of value per building/per location/per occurrence subject to policy deductible or whichever is greater.

*Position Schedule Bond renews on December 6, 2008. A 5% increase has been added for budget purposes only.

TAB 12

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

Meeting Date: September 3, 2008

Agenda Item No. *Tab 12*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" 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: Resolution Authorizing the Town Manager to Execute the Renewal Applications for Blue Cross Blue Shield for Employee Health Insurance, for Lincoln Financial Employee Dental Insurance, Life Insurance, Short Term Disability, Long Term Disability, for VisionCare for Vision Insurance, and the Contract with the Center for Family Services for an Employee Assistance Program for FY 2009

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager *M. Davis* Date: *8/28/08*

Name/Title

Date of Actual Submittal

Originating Department: Human Resources	Costs: \$ Funding Source: Acct. #	Attachments: Copy of Resolution, Gehring Group Employee Benefits Insurance Analysis and Recommendation, and EAP Contract
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 _____: Please initial one.

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

Meeting Date: September 3, 2008

Agenda Item No.

- | | |
|---|--|
| <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 checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Resolution Authorizing the Town Manager to Execute the Renewal Applications for Blue Cross Blue Shield for Employee Health Insurance, for Lincoln Financial Employee Dental Insurance, Life Insurance, Short Term Disability, Long Term Disability, for VisionCare for Vision Insurance, and the Contract with the Center for Family Services for an Employee Assistance Program for FY 2009

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager

Date:

Darbi McElhannon Turner
Name/Title *HR Director*

8/27/08
Date of Actual Submittal

Originating Department: Human Resources	Costs: \$ <i>443,379.12</i> <i>5.8% increase</i> Funding Source: Acct. # <i>All depts.</i>	Attachments: Copy of Resolution, Gehring Group Employee Benefits Insurance Analysis and Recommendation, and EAP Contract
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>AMC 8/29/08</i>	<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 <u><i>AMT</i></u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

RESOLUTION NO. 55-09-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL APPLICATION FOR BLUE CROSS BLUE SHIELD OF FLORIDA FOR EMPLOYEE HEALTH INSURANCE COVERAGE, A RENEWAL APPLICATION FOR LINCOLN FINANCIAL FOR RENEWAL OF EMPLOYEE DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY, LONG TERM DISABILITY, FOR VISIONCARE FOR VISION INSURANCE, AND A CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that it will provide the Town’s employees with health insurance coverage, life insurance coverage, and an employee assistance program for Fiscal Year 2009; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Employee Benefits Insurance Analysis and Recommendation effective October 1, 2008 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, for the provision of health insurance coverage for Fiscal Year 2009; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park and its employees to execute the renewal application for Blue Cross Blue Shield for one of the alternate health insurance plans outlined in the analysis, a renewal application with Lincoln Financial for renewal of the dental insurance, life insurance, short term disability, long term disability for Fiscal Year 2009, a renewal application with VisionCare for vision insurance, and a contract with the Center for Family Services of Palm Beach County, Inc. for an employee assistance program. A copy of the Center for Family Services of Palm Beach County Inc. contract for an employee assistance program is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2009.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to execute the renewal application for Blue Cross Blue Shield for one of the alternate plans outlined in the Employee Benefits Insurance Analysis and Recommendation presented by Gehring Group for Fiscal Year 2009.

Section 3. The Town Commission hereby authorizes and directs the Town Manager to execute the renewal application for Lincoln Financial for renewal of the dental insurance, life insurance, short term disability and long term disability insurance for FY 2009.

Section 4. The Town commission hereby authorizes and directs the Town Manager to execute the renewal application for VisionCare for renewal of the vision insurance for FY 2009.

Section 5. The Town Commission hereby authorizes and directs the Town Manager to execute the contract (attached hereto as **Exhibit "B"**) with the Center for Family Services of Palm Beach County, Inc. for the employee assistance program for FY 2009.

Section 6. This Resolution shall become effective immediately upon adoption.

Town of Lake Park



Employee Benefits

Insurance Analysis and Recommendation

Effective Date: October 1, 2008

Presented by:

GEHRING GROUP
PROFESSIONAL SERVICES

11505 Fairchild Gardens Ave., Ste 202
Palm Beach Gardens, Florida 33410
Telephone: (561) 626-6797
Fax: (561) 626-6970
www.gehringgroup.com

TABLE OF CONTENTS

Section 1	Executive Summary of Recommendations
Section 2	Health Insurance Proposal Analysis
Section 3	Dental Insurance Proposal Analysis
Section 4	Disability Insurance Proposal Analysis

SECTION 1

Health Insurance Evaluation

Due to the concern regarding the rising healthcare inflation rate in the State of Florida, as well as the budget reductions facing municipal governments, the Town of Lake Park's agent of record, the Gehring Group, initiated renewal discussions with the City's current health insurance carrier, BlueCross BlueShield of Florida in order to maintain the current benefit structure while reducing the overall renewal impact on a fiscal basis.

Although the Town has made several plan design changes over the past few years, the Town still maintains a competitive health insurance plan throughout the County. Initially BlueCross BlueShield of Florida provided an overall renewal increase to the Town at a 9.9% increase in current premiums. After subsequent negotiations the Gehring Group was able to negotiate the renewal to a 5.8% increase. This negotiation resulted in a savings of approximately \$17,006.

In addition to renewing the current plan with no benefit changes, the Gehring Group, at the request of Town staff and the Insurance Committee, also requested that BlueCross BlueShield provide quotes assuming the Town would offer employees a dual option plan offering. Pricing was provided for a combination of health plans based upon the current plan alongside an HMO plan, as well as the current plan alongside a high deductible health plan.

If the Town were to add a high deductible plan alongside its current medical plan, BlueCross BlueShield would apply a risk factor rating, increasing the renewal to 8% versus the negotiated 5.8% increase. In addition, the savings associated with offering a high deductible plan were not substantial enough for the Town to be able to offer a health savings account to offset the high deductible(s). Finally, an HMO option was proposed similar to the previous HMO plan the Town had previously with BlueCross BlueShield. By offering the proposed HMO plan the Town would have been required to reduce the current level of benefits on the PPO plan.

Upon review of the negotiated premiums and benefits associated with the proposed alternatives, the Gehring Group along with Town staff have determined that the most viable option for the Town at this time is to renew its health insurance coverage with BlueCross BlueShield of Florida with no changes in the schedule of benefits at an overall premium increase of 5.8%. The fiscal impact is an increase of approximately \$24,466 effective October 1, 2008 through September 30, 2009.

Dental Insurance Evaluation

The current dental program is an employer-sponsored program offered through Lincoln Financial (formerly Jefferson Pilot Financial) and consists of a single option PPO dental plan.

Upon review of the plan claims paid for the current year, Lincoln Financial offered a rate pass for the upcoming plan year. Upon review of the renewal evaluation with Town staff, it is recommended that the Town renew its dental insurance program with Lincoln Financial and maintain the current dental plan for the upcoming 2008/2009 plan year.

Life Insurance Evaluation

The Town of Lake Park currently offers all employees one times their annual salary to a maximum of \$50,000 of basic life and accidental death and dismemberment insurance. Employees are able to purchase an additional benefit up to \$250,000.

This benefit is currently being provided by Lincoln Financial. In 2007 Lincoln Financial guaranteed the Town's life insurance rates through September 30, 2009. The Gehring Group recommends that the Town continue its current life insurance program with Lincoln Financial effective October 1, 2008.

Short Term & Long Term Disability Insurance Evaluation

In addition to the dental and life insurance being offered by Lincoln Financial, they also provide the short term disability and long term disability insurance for the Town's employees.

In 2007 rates for the long term disability plan were guaranteed through September 30, 2009. The short term disability plan's loss ratio 81% of premium paid towards claims. As a result of this loss ratio Lincoln Financial has proposed 30% increase in premium, which represents \$4,565 annually. Considering that the short term and long term disability benefits are associated with dental and life insurance offerings as well as the enhanced plan benefits, it is the recommendation of the Gehring Group that the Town renew its short and long term disability insurance October 1, 2008 with Lincoln Financial at the requested \$4,565 annual increase.

Vision Insurance Evaluation

The Town of Lake Park currently offers employees and their dependents vision insurance through VisionCare. The current rates for the vision plan were guaranteed until September 30, 2008. The Gehring Group was able to negotiate with VisionCare to extend the rates at no increase until September 30, 2009. The Gehring Group recommends that the Town continue its vision insurance with VisionCare.

SECTION 2

Health Insurance Proposal Analysis

**Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2008**

OPTION 1

CURRENT

INITIAL RENEWAL

NEGOTIATED RENEWAL

Plan Basics	BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Lifetime Maximum		\$5 million		\$5 million		\$5 million
Calendar Year Deductible						
Single	No Deductible	\$500	No Deductible	\$500	No Deductible	\$500
Family	No Deductible	\$1,500	No Deductible	\$1,500	No Deductible	\$1,500
Out of Pocket CYM						
Single		\$2,500		\$2,500		\$2,500
Family		\$5,000		\$5,000		\$5,000
Coinsurance	20%	40%	20%	40%	20%	40%
Physician Services						
Primary Care Physician	\$15	\$30	\$15	\$30	\$15	\$30
Specialist	\$30	\$45	\$30	\$45	\$30	\$45
Pre-Natal	\$15 / \$30	\$30 / \$45	\$15 / \$30	\$30 / \$45	\$15 / \$30	\$30 / \$45
Physical Exam Benefit	\$250 CYM	Not Covered	\$250 CYM	Not Covered	\$250 CYM	Not Covered
Chiropractic Services	\$30	40%	\$30	40%	\$30	40%
Laboratory Services	No Charge	40%	No Charge	40%	No Charge	40%
Diagnostics / Surgical Center	\$100	40%	\$100	40%	\$100	40%
Hospital Services						
Inpatient Hospital	Tier 1 / Tier 2		Tier 1 / Tier 2		Tier 1 / Tier 2	
Outpatient Hospital	\$600 / \$900	\$1,200	\$600 / \$900	\$1,200	\$600 / \$900	\$1,200
Emergency Room	\$200 / \$300	\$400	\$200 / \$300	\$400	\$200 / \$300	\$400
Physician Services	\$100	\$200	\$100	\$200	\$100	\$200
Outpatient Therapy	No Charge	40%	No Charge	40%	No Charge	40%
Mental and Nervous Services	20%	40%	20%	40%	20%	40%
Pharmacy Plan						
Inpatient Hospital	\$600 / \$900	30 days CYM; 20 visits CYM	\$600 / \$900	30 days CYM; 20 visits CYM	\$600 / \$900	30 days CYM; 20 visits CYM
Outpatient Services	\$30	40%	\$30	40%	\$30	40%
Substance Abuse Services	30 days CYM; 20 visits CYM (Detox Only)		30 days CYM; 20 visits CYM (Detox Only)		30 days CYM; 20 visits CYM (Detox Only)	
Inpatient Hospital	\$600 / \$900	40%	\$600 / \$900	40%	\$600 / \$900	40%
Outpatient Hospital	\$30	40%	\$30	40%	\$30	40%
Pharmacy Plan						
Generic	\$15		\$15		\$15	
Preferred Brand	\$30		\$30		\$30	
Non Preferred Brand	\$50		\$50		\$50	
Mail Order Copay	2x		2x		2x	
Employee	\$465.74		\$511.85		\$492.94	
Employee + Spouse	\$964.08		\$1,059.52		\$1,020.38	
Employee + Child(ren)	\$875.58		\$962.26		\$928.73	
Family	\$1,478.71		\$1,625.10		\$1,585.08	
Monthly Premium	\$34,909.41		\$38,365.45		\$36,948.26	
Annual Premium	\$418,912.92		\$460,385.40		\$443,379.12	
\$ Increase	N/A		\$41,472.48		\$24,466.20	
% Increase	N/A		9.9%		5.8%	

**Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2008**

OPTION 2

CURRENT

SCHEDULE OF BENEFITS	BlueCross BlueShield of Florida BlueOptions PPO Plan 1687 (SG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1166 / 1167 (LG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1767 (LG)	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Plan Basics		\$5 million		\$5 million		\$5 million
Lifetime Maximum	No Deductible	\$500	\$1,500	\$3,000	No Deductible	\$500
Calendar Year Deductible	No Deductible	\$1,500	\$3,000	\$6,000	No Deductible	\$1,500
Single			\$1,500	\$6,000		
Family			\$3,000	\$12,000		
Out of Pocket CYM		\$2,500	0%	20%		40%
Single		\$5,000				
Family						
Coinsurance	20%	40%			20%	40%
Physician Services						
Primary Care Physician	\$15	\$30	0% after CYD	20%	\$15	\$30
Specialist	\$30	\$45	0% after CYD	20%	\$30	\$45
Pre-Natal	\$15 / \$30	\$30 / \$45	0% after CYD	20%	\$15 / \$30	\$30 / \$45
Physical Exam Benefit	\$250 CYM	Not Covered	Not Covered	Not Covered	\$250 CYM	Not Covered
Chiropractic Services	\$30	40%	0% after CYD	20%	\$30	40%
Laboratory Services	No Charge	40%	0% after CYD	20%	No Charge	40%
Diagnostics / Surgical Center	\$100	40%	0% after CYD	20%	\$100	40%
Hospital Services						
Tier 1 / Tier 2					Tier 1 / Tier 2	
Inpatient Hospital	\$600 / \$900	\$1,200	0% after CYD	20%	\$600 / \$900	\$1,200
Outpatient Hospital	\$200 / \$300	\$400	0% after CYD	20%	\$200 / \$300	\$400
Emergency Room	\$100	\$200	0% after CYD	20%	\$100	\$200
Physician Services	No Charge	40%	0% after CYD	20%	No Charge	40%
Outpatient Therapy	20%	40%	0% after CYD	20%	20%	40%
Mental and Nervous Services						
Inpatient Hospital	\$600 / \$900	40%	0% after CYD	20%	\$600 / \$900	40%
Outpatient Services	\$30	40%	0% after CYD	20%	\$30	40%
Substance Abuse Services						
Inpatient Hospital	\$600 / \$900	40%	0% after CYD	20%	\$600 / \$900	40%
Outpatient Hospital	\$30	40%	0% after CYD	20%	\$30	40%
Pharmacy Plan						
Generic	\$15	\$15	0% after CYD	Not Covered	\$15	\$15
Preferred Brand	\$30	\$30	0% after CYD	Not Covered	\$30	\$30
Non Preferred Brand	\$50	\$50	0% after CYD	Not Covered	\$50	\$50
Mail Order Copay	2x	2x	Not Covered	Not Covered	2x	2x
Employee		\$465.74		\$432.07		\$502.99
Employee + Spouse		\$864.08		\$818.99		\$1,041.18
Employee + Child(ren)		\$875.58		\$743.82		\$945.62
Family		\$1,478.71		\$1,256.19		\$1,598.88
Monthly Premium		\$34,909.41		\$30,930.60		\$37,689.97
Annual Premium		\$418,912.92		\$371,167.20		\$452,399.64
\$ Increase		N/A		-\$17,745.72		\$33,486.72
% Increase		N/A		-11.4%		8.0%

**Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2008**

OPTION 3

CURRENT

Plan Basics	BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)		BlueCross BlueShield of Florida BlueCare HMO 15 (LG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1662 (LG)	
	In Network	Out of Network	In Network Coverage Only*	Out of Network	In Network	Out of Network
Lifetime Maximum		\$5 million	Unlimited		\$5 million	
Calendar Year Deductible						
Single	No Deductible	\$500	No Deductible		\$500	
Family	No Deductible	\$1,500	No Deductible		\$1,500	
Out of Pocket CYM						
Single		\$2,500	\$1,500		\$2,500	\$5,000
Family		\$5,000	\$3,000		\$5,000	\$10,000
Coinurance	20%	40%	0%			50%
Physician Services						
Primary Care Physician	\$15	\$30	\$15		\$15	50%
Specialist	\$30	\$45	\$35		\$30	50%
Pre-Natal	\$15 / \$30	\$30 / \$45	\$35		\$15 / \$30	50%
Physical Exam Benefit	\$250 CYM	Not Covered	No Maximum		\$250 CYM	Not Covered
Chiropractic Services	\$30	40%	\$35		\$30	50%
Laboratory Services	No Charge	40%	No Charge		No Charge	50%
Diagnostics / Surgical Center	\$100	40%	\$200		\$100	50%
Hospital Services						
Inpatient Hospital	Tier 1 / Tier 2				Tier 1 / Tier 2	
Outpatient Hospital	\$600 / \$800	\$1,200	\$150 per day; \$750 per stay maximum		\$600 / \$1,000	50%
Emergency Room	\$200 / \$300	\$400	\$200		\$100 / \$200	50%
Physician Services	\$100	\$200	\$50		\$100	\$200
Outpatient Therapy	No Charge	40%	No Charge		No Charge	50%
	20%	40%	\$35		\$30	50%
Mental and Nervous Services						
Inpatient Hospital	\$600 / \$800	40%	\$150 per day; \$750 per stay maximum		\$600 / \$1,000	50%
Outpatient Services	\$30	40%	\$25		\$30	50%
Substance Abuse Services						
Inpatient Hospital	\$600 / \$800	40%	\$150 per day; \$750 per stay maximum		\$600 / \$1,000	50%
Outpatient Hospital	\$30	40%	\$15		\$30	50%
Pharmacy Plan						
Generic	\$15		\$15		\$15	
Preferred Brand	\$30		\$30		\$30	
Non Preferred Brand	\$50		\$50		\$50	
Mail Order Copay	2x		2x		2x	
Employee	\$465.74	\$513.53	\$513.53	\$486.33	\$486.33	
Employee + Spouse	\$964.08	\$1,062.99	\$1,062.99	\$1,006.69	\$1,006.69	
Employee + Child(ren)	\$875.58	\$965.43	\$965.43	\$914.30	\$914.30	
Family	\$1,478.71	\$1,630.43	\$1,630.43	\$1,544.08	\$1,544.08	
Monthly Premium	\$34,909.41	\$38,491.34	\$38,491.34	\$36,452.67	\$36,452.67	
Annual Premium	\$418,912.92	\$461,896.08	\$461,896.08	\$437,432.04	\$437,432.04	
\$ Increase	N/A	\$42,983.16	\$42,983.16	\$18,519.12	\$18,519.12	
% Increase	N/A	10.3%	10.3%	4.4%	4.4%	

*No coverage Out of Network under BlueCare HMO
 †Covering Group/Individual/Lake Park, Town of Employee Benefits/2008 Plan/061207 - Lake Park Medical Renewal Evaluation 2008-2009

SECTION 3

Dental Insurance Proposal Analysis

**Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2008**

SCHEDULE OF BENEFITS	CURRENT		RENEWAL	
	Jefferson Pilot Financial DentalGuard Select		Jefferson Pilot Financial DentalGuard Select	
<u>Plan Basics</u>	<i>In Network</i>	<i>Non Network</i>	<i>In Network</i>	<i>Non Network</i>
Calendar Year Maximum	\$1,000		\$1,000	
Deductibles				
Single	\$25	\$50	\$25	\$50
Family	\$75	\$150	\$75	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes
<u>Benefits</u>				
Preventative	100%	100%	100%	100%
Basic	95%	80%	95%	80%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%
<u>Service Information</u>				
Out of Network Benefits Payable Level	90% UCR		90% UCR	
Waiting Period for Major Services	None		None	
Endodontics/Periodontics Payable Level	Basic		Basic	
Rate Guarantee	expires 9/30/2008		12 months	
Employee	39	\$35.88	\$35.88	
Employee + Family	19	\$103.08	\$103.08	
Monthly Premium		\$3,357.84	\$3,357.84	
Annual Premium		\$40,294.08	\$40,294.08	
\$ Increase		N/A	\$0.00	
% Increase		N/A	0.0%	

SECTION 4

Short Term & Long Term Disability Insurance Proposal Analysis

Town of Lake Park
Short & Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2008

	CURRENT Jefferson Pilot / Lincoln National	RENEWAL Jefferson Pilot / Lincoln National
STD Core Benefit All Eligible Employees	70% of weekly earnings	70% of weekly earnings
Elimination Period	15 days Sickness & Accident	15 days Sickness & Accident
Duration of Benefit	13 weeks	13 weeks
Benefit Maximum	\$1,200 Weekly Benefit	\$1,200 Weekly Benefit
Rate Guarantee Period	expires 9/30/2008	12 months
STD Rate / \$10	\$0.39	\$0.51
Estimated Volume	\$31,705	\$31,705
Monthly Premium	\$1,236.50	\$1,616.96
Annual Premium	\$14,837.94	\$19,403.46
LTD Core Benefit All Eligible Employees	60% of monthly earnings	60% of monthly earnings
Elimination Period	180 days	180 days
Own Occupation Period	24 months	24 months
Duration of Benefit	SSNRA	SSNRA
Features		
Maximum Monthly Benefit	\$5,000	\$5,000
Mental Illness Limitation	24 months	24 months
Pre-Existing Condition Limitation	3/12	3/12
Survivor Benefit	3x monthly benefit	3x monthly benefit
Rate Guarantee Period	thru 10/1/2009	thru 10/1/2009
LTD Rate / \$100	\$0.35	\$0.35
Estimated Volume	\$179,348	\$179,348
Monthly Premium	\$627.72	\$627.72
Annual Premium	\$7,532.62	\$7,532.62
Total Monthly Premium	\$1,864.21	\$2,244.67
Total Annual Premium	\$22,370.56	\$26,936.08
Total \$ Increase	N/A	\$4,565.52
Total % Increase	N/A	20.4%

EXHIBIT 4



LIFE ENRICHMENT
EMPLOYEE ASSISTANCE PROGRAM

August 28, 2008

Ms. Bambi Turner
Human Resources Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Dear Bambi,

Life Enrichment EAP is pleased to provide our services to the employees of the Town of Lake Park for the next contract year of October 1, 2008 through September 30, 2009. We have included one Critical Incident Stress Debriefing (CISD) should the need arise. There will be no increase in the fee of \$3.75 per employee per month based on 70 employees.

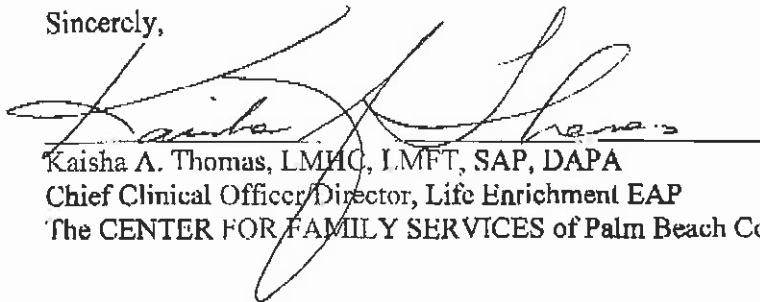
With your approval, all terms and conditions of your EAP Agreement will remain in effect. Please sign both copies of contract; retain one copy for your files, and return the other to:

**The Center for Family Services
EAP Department
4101 Parker Avenue
West Palm Beach, FL 33405**

Along with this renewal, please also be kind enough to include an updated listing of your employees. Feel free to contact me if you have any questions regarding your contract renewal.

We are pleased to be your EAP provider of choice, and look forward to providing you with the highest quality service possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Kaisha A. Thomas". The signature is fluid and cursive, written over a horizontal line.

Kaisha A. Thomas, LMHC, LMFT, SAP, DAPA
Chief Clinical Officer/Director, Life Enrichment EAP
The CENTER FOR FAMILY SERVICES of Palm Beach County

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County



THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 28th day of August 2008 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2008 and ending September 30, 2009, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job-related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an Employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our three locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.75 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$787.50 or \$3,150.00 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, with limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

Agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' three locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Executive Director
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post-judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) _____ by: _____

Its _____
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) _____ By: _____
Executive Director

"CFS"