

REVISED AGENDA

Special Call
Community Redevelopment Agency
Meeting
Wednesday, October 1, 2008, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Chair
Edward Daly	—	Vice-Chair
G. Chuck Balius	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley	—	Agency 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. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **PRESENTATION:**
 - **Adkins & Associates – CRA Communication Plan and Logo Selection**
- F. **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 Board member or person so requests, in which event the item will

Presentation

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: **October 1, 2008**

Agenda Item No. *Presentation*

- | | |
|---|---|
| <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 checked="" type="checkbox"/> Other: Presentation by Adkins and Associates | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: CRA Communications Plan

RECOMMENDED MOTION/ACTION: Select CRA Logo

Approved by Executive Director *W. P. Davis* Date: *9/24/08*

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: Communication Plan Summary
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> 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: The CRA Board recently hired Adkins and Associates to assist the agency with its communication and marketing plan. Staff has been meeting with Communications Consultant JoEllen Morgan – Phillips and CRA Consultant Chris Brown to establish an effective communications strategy for the CRA and Town.

Adkins and Associates has developed a CRA Communications Plan. One of the very first steps in the plan is to create an image and identity for the Town and CRA. I've attached a copy of the Communications Plan Summary for your review.

A Powerpoint Presentation outlining the plan and providing graphic sample logos will be presented at the October 1 Board Meeting.

Town of Lake Park CRA Communications Plan

Presented by Adkins & Associates

INTRODUCTION

The objectives of this plan are to identify the various components and channels of communication the Town of Lake Park may use to disseminate information to its stakeholders (citizens) and other interested parties, establish a timeline for implementation or execution of each component, and define a process through which information is delivered in a timely and accurate manner.

As an established municipality interested in more effective and targeted communication to help identify the needs of and provide solutions to its diverse stakeholders, it is imperative that the communications are approached with a clear understanding of the Town Commission's vision for the Community Redevelopment Area. Adkins & Associates is working in conjunction with the Town Manager and other Town consultants, who are currently interviewing the Commission and Town leaders. Upon completion, the results will be used to determine the scope and target audience of future communications.

Once a direction is established, a sustained direct communication plan combined with a proactive earned media strategy is essential to creating the top-of-mind awareness necessary for effective messaging, branding, positioning and instilling a sense of community throughout the Town.

Beyond the obvious and sometimes mandatory reasons for communicating with its constituency about the CRA, the Town of Lake Park must also communicate to compete against neighboring cities for a myriad of grants and enhancement funds as well as promoting desirable forms of economic development.

The Town of Lake Park is a culturally diverse municipality in a prime South Florida location that enjoys a dynamic and balanced mix of commercial and residential areas. The implementation of this communication plan will amplify those assets and help establish a unique and recognizable image for the Town.

GOALS AND INITIATIVES

Communications Goals

The Town of Lake Park's CRA suggested communications goals are:

- Define the image and identity of the Town and the CRA
- Enhance and maintain internal and external dissemination of accurate and timely information to Town residents and businesses
- Develop a more clearly defined community relations function
- Focus and expand relationships with local media
- Increase awareness of the CRA among current and potential stakeholders

Image Development and Branding

The design and creation of a CRA logo and tagline, a clear concept of market position, and a strict adherence to graphic standards are the essential elements to building brand awareness.

Lake Park already has a certain level of brand identity as a result of years as "The Jewel of the Palm Beaches." The CRA now provides Lake Park with an incentive to re-define and re-establish itself in an enhanced light, which requires consistency and repetition over a course of time.

In addition to location, lifestyle, and infrastructure, the Town may want to associate a few other attributes with its brand identity. Specifically: Safety and Service.

Safety: High visibility of law enforcement personnel in addition to pro-active crime prevention and public safety programs and initiatives.

Service: Establish a "Customer-First" attitude from all Town employees and citizen recognition programs.

Priority Identification Methods

The CRA logo and tagline will supply immediate notification that something is happening in Lake Park. They will serve to attract the attention of local residents and businesses while sparking the attention of potential new businesses and the media. The logo becomes an identifiable signal of economic development and progress with Lake Park.

Brand Management and Graphic Standards

Once the new brand and "look" for the CRA is established, workshops should be conducted for the appropriate members of staff to introduce the new graphic standards.

SUGGESTED CHANNELS OF FUTURE COMMUNICATION

Print and Electronic News Media

The Town is advised to cement existing contacts with local media and establish new media relationships to facilitate the distribution of news and information. Releases should be aimed at local media, government agencies/staff members, and interested industry-related media. Adkins will work with the Town Manager to establish an electronic distribution list to assure fast, cost-effective, and efficient distribution. The Town should seek opportunities to promote one-on-one interviews with its elected officials and manager.

Town Newsletter

The Town's quarterly newsletter can serve as the official communication medium to advise the community about CRA initiatives, events, services and general information. There should be a special section of the newsletter dedicated strictly to CRA activities.

Website

The website should also have a special link and be consistent with the new branding initiative. To maintain interest, the content should continue to be dynamic and updated frequently; thereby, attracting residents, businesses, and all interested parties to the CRA's latest news.

Professional Journal and Industry Magazine Advertising/Editorial

Lake Park is uniquely positioned to develop a series of articles that profile the Town's new brand identity, future objectives, and methods for achieving its goals. A "case study" approach could generate interest from diverse media outlets and create awareness and visibility outside of the immediate area. The Town should also create at least one standing institutional ad that can be sized and placed on short notice.

Presentations and Speaking Opportunities

Most events will lend themselves to the delivery of a specific message, but for all other occasions the Town should have a 10-15 minute "CRA overview and vision" speech prepared for delivery by the Mayor, Commissioners, or the Town Manager at civic associations or other appropriate venues. The speech can be augmented or supported by a PowerPoint presentation.

Collateral Material

The Town may want to consider a multi-purpose brochure that can be used for economic development initiatives, general public inquiries, and media background information about the CRA. At a later date, a general services "Welcome to Lake Park" brochure may be developed for all residents in several languages.

ECONOMIC DEVELOPMENT INITIATIVES

South Florida has become the hemisphere's dominant hub for trade and commercial activity. Although there have been some efforts to promote new businesses and economic stimulus in Lake Park, Adkins suggests a clearly defined message to targeted businesses and industries based on interview results and input from the Commission, Town Manager, and Town staff. To achieve its stated goals, the Town must now become proactive in its economic development efforts. Those efforts may include trade show presence, locally sponsored events, and paid advertising. The Town will need to create a "traveling booth" for use at trade shows or community events.

The Town should strive to always make the "short list" for companies seeking to relocate in South Florida. To further that goal, an on-going and dedicated channel of communication should be established with commercial real estate brokers.

Inter-Government Relationships

Attend association and organization meetings to establish a presence and demonstrate a spirit of cooperation and willingness to participate in projects and activities where joint efforts would be beneficial to the region.

RELATED ISSUES

Human Interest Stories

The Town may want to establish a recognition program for businesses in the CRA and those that relocate to the area. Articles about the businesses and their owners/employees could be published in the Town's newsletter. In addition to furthering a sense of community, the articles are potential hooks for broader media coverage.

Media Training

Adkins recommends media training for the Mayor, all Commissioners and any staff members who may appear before the media, make presentations or speak on behalf of the Town. All participants will be trained on various levels according to projected media or presentation exposure, but all will be versed in proper and professional message delivery.

Consumer Research

The only way to accurately gauge awareness and satisfaction is through quantitative research. The Town may consider conducting a benchmark survey of businesses and residents as soon as possible and establish an annual follow-up poll to measure changes and trends.

ADDITIONAL CONSIDERATIONS

Low-frequency radio programming that will air 24/7 throughout the Town in English, Spanish and Creole.

Lake Park CRA Campaign engaging all employees and accentuating services to the community, and enhanced with bumper strips, shirt pins, t-shirts, etc.

Annual CRA report mailed to all businesses and residents.

Graphics Standards Manual as the definitive source for branding.

A WORK IN PROGRESS

This plan, while providing a blueprint for communications, is also a dynamic and evolving document. Specific tactics and strategies may be modified or added as new goals, messages, and target audiences are identified.

Further, the scope of this document has been limited to active communication. Passive messages, such as way-finding mechanisms along with code enforcement and simply maintaining clean streets are also significant elements that impact the image of the CRA.

Comprehensive and consistent communications will help define the image of the Town of Lake Park, establish strong community ties within the Town, reduce misunderstandings, and facilitate CRA initiatives.

Consent Agenda

TAB 1

**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: October 1, 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"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: CRA Special Call Meeting Minutes of September 17, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of September 17, 2008.

Approved by Executive Director *H.P. Davis*
Date: 9/25/08

James Shepherd
Deputy Clerk

9/25/08
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 <u><i>VML</i></u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>x</u> _____: Please initial one.

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, September 17, 2008 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, September 17, 2008 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, Suiter, and Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez.

Chair DuBois led the Pledge of Allegiance.
 Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Board Member Suiter to approve the agenda; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 5-0.

Consent Agenda

1. Special Call CRA Board Meeting Minutes of August 20, 2008
2. Special Call CRA Board Meeting Minutes of September 3, 2008
3. Award of Bid for the Perimeter Fencing of the 723-755 Foresteria Drive Apartment Building Site
4. Establish and Classify the Position of Economic Development Director

Public Comment Open.

None

Public Comment Closed.

**Motion: A motion was made by Board Member Balius to approve the Consent Agenda;
Board Member Suiter made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 5-0.

RESOLUTION

RESOLUTION NO. 57-09-08 – CRA Budget

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY
OF THE TOWN OF LAKE PARK ADOPTING THE 2008-2009 FISCAL
YEAR BUDGET.**

Public Comment Open.

None

Public Comment Closed.

**Motion: A motion was made by Board Member Balius to approve Resolution No. 57-09-08;
Board Member Suiter made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		

Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 5-0.

CRA BOARD MEMBER COMMENTS

Chair DuBois

None

Board Member Balius

None

Board Member Carey

None

Board Member Osterman

None

Vice-Chair Daly

None

Board Member Francois stated that the landscaping on Park Avenue looked great.

Board Member Suiter stated that she has received many good comments about the landscaping on Park Avenue and she agreed that it looked great.

Executive Director Davis

None

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 7:34 p.m.

Chair DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez Lemley

(Town Seal)

Approved on this _____ day of _____, 2008

TAB 2

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: October 1, 2008

Agenda Item No. *Tab 2*

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Annual Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. for Various Areas in the CRA Utilizing the Competitive Bid Award of the Town of Ocean Ridge

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. J. Davis* Date: *9/24/08*

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$81,600 Funding Source: CRA Contractual Services Acct. #	Attachments: Proposal and Bid Award from Town of Ocean Ridge
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> 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: Chris Wayne and Associates, Inc. (CWA) has been maintaining the CRA's 10th Street Median, Park Ave, Water Tower Road and the alleyways for

the past year. Additionally, CWA has maintained the Town's Marina landscape and performed fertilization services at the Marina, Lake Shore Park, Kelsey Park, the 6th Street Ballfields, Town Hall and Library. CWA is a full service firm. CWA President Chris Dellago is a licensed landscape architect and contractor. Staff has found CWA's work over the past year to be outstanding.

The attached proposal encompasses full landscape maintenance for 10th Street, Park Avenue, the newly landscaped alleys and Water Tower Road. The proposal includes weekly mowing and maintenance of all landscape material and beds, weekly inspection and repair of irrigation, four applications of fertilizer per year and mulching all beds one time per year.

CWA has competitively bid and has been awarded a number of municipal maintenance projects over the past year. The CRA is "piggybacking" the recent award with the Town of Ocean Ridge. The cost of the maintenance agreement is fully budgeted in the Fiscal Year 2008/09 budget.

TOWN OF OCEAN RIDGE

6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435

TELEPHONE: (561) 732-2635
FAX: (561) 737-8359

KENNETH M. KALEEL
MAYOR, CHAIRMAN OF COMMISSION

KENNETH N. SCHENCK, JR.
TOWN MANAGER



COMMISSIONERS
DR. LYNN L. ALLISON
BETTY P. B. BINGHAM
NANCY L. HOGAN
GEOFF A. PUGH

March 6, 2008

Mr. Chris Dellago, RLA
Chris Wayne and Associates, Inc.
15863 97th Drive North
Jupiter, Fl. 33478

Dear Mr. Dellago,

I want to thank you for your interest in the Town of Ocean Ridge's landscape maintenance contract. We received eight bidders for this project. The bids ranged from \$29,800 to \$104,200. Your proposal, Chris Wayne and Assoc., was the low bid. The Town Commission has accepted this bid for the maintenance service.

Thank you again for your interest in Ocean Ridge and I look forward to working with you.

Sincerely,

Kenneth N. Schenck, Jr.
Town Manager

CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract made this 4th day of March, 2008, by and between Chris Wayne and Associates, Inc., 15863 97th Drive North, Jupiter, Florida 33478, ("Contractor") and the Town of Ocean Ridge, a Florida municipal corporation, 6450 North Ocean Boulevard, Ocean Ridge, Florida 33435, ("Town").

WHEREAS, the Town has parcels of land in need of landscape maintenance; and has determined that such maintenance is important to the health, safety and welfare of the Town, as well as aesthetics; and

WHEREAS, the Contractor has considerable expertise and experience in landscape maintenance services; and

WHEREAS, the Town desires to contract with the Contractor for the landscape maintenance services of these parcels of land.

NOW THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable considerations, the parties agree as follows:

1. Recitals. The above recitals are true and correct, and are asserted herein by reference as if set forth in full below.

2. Nature of Contract. This contract is for landscape maintenance services by a non-employee of the Town. The Contractor shall be responsible for the filing and payment of all licenses, taxes, and insurance required by law. The Town shall not be liable for same, and the Contractor shall hold the Town harmless for the failure to file or make such payments. The Town shall not be liable for any damage, loss or injury caused by the Contractor, and the Contractor shall hold the Town harmless for any claims arising directly or indirectly from such incidents. Contractor is an independent contractor and nothing contained herein shall be deemed to establish an employee/employer relationship between Contractor and the Town.

3. Attachments. The Bid submitted by the Contractor shall be contained in Attachment A, attached hereto and made a part hereof.

4. General Conditions and Terms. All of the terms and conditions contained in Attachment A hereto are incorporated as if fully set forth herein and shall constitute terms and conditions of this contract. In the event of any conflict between the terms of the Attachments and the provisions of the body of the contract, the provisions of the body of the contract shall prevail.

5. Insurance Requirements. The Contractor shall provide the Town with certified copies of all insurance policies providing coverage as required. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance providing coverage as required below.

a. Worker's compensation and employer's liability insurance for all employees of the Contractor engaged in work under the contract in accordance with the laws of the State of Florida. The Contractor shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive general liability insurance with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage liability per occurrence.

c. Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability: \$300,000 Combined single limit, bodily injury and property damage per occurrence.

All liability insurance and professional liability policies shall specifically provide that the Town of Ocean Ridge is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under the contract. Insurance companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days that written notice has been given to the Town by certified mail.

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. General Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify, defend, save, and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have risen out of or in consequence of the services furnished by or operations of the Contractor or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the successful bidder and/or his subcontractors, agents, servants or employees in the provision of the services under this contract.

7. Term of Contract. The term of the contract shall be for a one (1) year period from the day and year first written above. At the Town's sole discretion extensions of the contract may be given in one (1) year increments.

8. Termination of Contract.

a. Town's Termination for Default. The Town may terminate the contract on thirty (30) days written notice to the Contractor, before the termination date without prejudice to any other remedy the Town may have, when the Town determines, in its sole discretion, that the Contractor has failed to perform its obligations under the contract and fails to cure such default, if curable, within fifteen (15) days after receiving notice of such default.

b. Town's Termination without Default. The Town may elect to terminate the contract on sixty (60) days written notice to the Contractor, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

c. Contractor's Termination without Default. The Contractor may terminate the contract on sixty (60) days written notice to the Town, before the termination date without cause or without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all work executed up to the date of termination.

9. Method of Payment. The Town agrees to pay the Contractor the fees set forth in Attachment A under the terms and conditions of this contract.

10. Inspections. The Town Manager or his designee shall make inspections of the landscape maintenance and shall issue directions concerning the work as required.

11. Notice. Whenever either party desires to give notice to the other party as required in this contract, it must be given by written notice sent hand delivery or by Certified United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For Town: Kenneth N. Schenck, Jr., Town Manager
Town of Ocean Ridge
6450 North Ocean Boulevard
Ocean Ridge, Florida 33435

Kenneth G. Spillias, Attorney
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Blvd. Suite 1000
West Palm Beach, Fl. 33401

For Contractor: Chris Dellago, President
Chris Wayne and Associates, Inc
15863 97th Drive North
Jupiter, Florida 33478

12. Attorneys Fees. Should it be necessary to bring an action to enforce any of the provisions of this contract, attorney's fees, including those at the appellate level, shall be awarded to the prevailing party.

13. Jurisdiction and Venue. By the execution of this contract the parties expressly consent to personal jurisdiction of Florida State Courts, and venue in Palm Beach County, Florida, for the limited purpose of litigating a dispute arising out of this contract.

14. Governing Law. This contract shall be governed under the laws of the State of Florida.

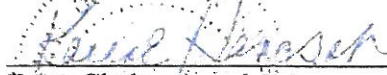
15. Modification. This contract may be modified only upon the mutual written consent of both parties.

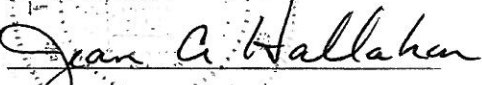
16. Assignments. This contract may not be assigned without the written consent of the Town.

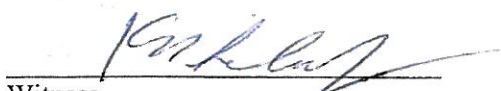
17. Severability. If any clause, section or provision of this contract shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or if abrogated or negated by a change in law, the same shall be eliminated from this contract and the remaining portion of this contract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

IN WITNESS whereof, the parties hereto have entered into this Contract on the day and year first written above.

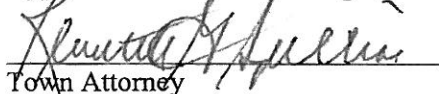
Attest:


Town Clerk

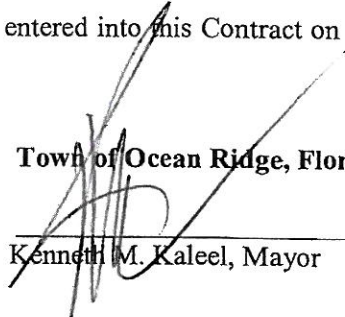

Witness


Witness

Approved as to Form and Legal Sufficiency:


Town Attorney

Town of Ocean Ridge, Florida


Kenneth M. Kaleel, Mayor

Chris Wayne and Associates, Inc


Chris Dellago RLA, President

3/29/08

Annual Landscape Maintenance Agreement For Lake Park CRA

Overview

Provide lawn and landscape maintenance services for one year for the Town of Lake Park CRA. Contract shall begin October 1, 2008 and end September 30, 2009, at which time the contract may be up for renewal. During the time that the Town of Lake Park and CWA are negotiating renewal, services shall remain the same as outlined below and shall be on a month to month basis. LOCATIONS OF SERVICE: 1.)10TH STREET 2.)PARK AVENUE 3.)ALLEYWAYS and 4.) WATERTOWER ROAD.

Landscape Maintenance Services

- Locations 1, 2 and 3: Provide landscape maintenance services no less than once a week.
- Locations 1, 2 and 3: Mow *weekly*. Location 4: Mow 2 x *per month or biweekly*. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rodeo or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- Contractor shall repair and replace any damaged equipment due to Contractor's landscape maintenance activities.

- Fertilizer – St. Augustine (4) x per year: Locations 1, 2 and 3 - Deliver and install 100% coverage to all turf areas per fertilizer manufacturer's specification. Fertilizer type: 20-0-10 with 92% atrazine.
- Cypress mulch application (1) x per year: Locations 1, 2 and 3 – Mulch to be maintained at a minimum of 2".

Supervision

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

Compensation

CWA shall be paid a monthly payment of **\$6,800.00** due on the 10th of each month.

Termination

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

Warranty

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted

Accepted

Chris Wayne and Associates, Inc.

Client signature

Date: _____

Date: _____