

AGENDA

Lake Park Town Commission

Town of Lake Park, Florida

TOWN COMMISSION BUDGET WORKSHOP

Wednesday June 28, 2006 at 7:30 p.m.

Lake Park Town Hall

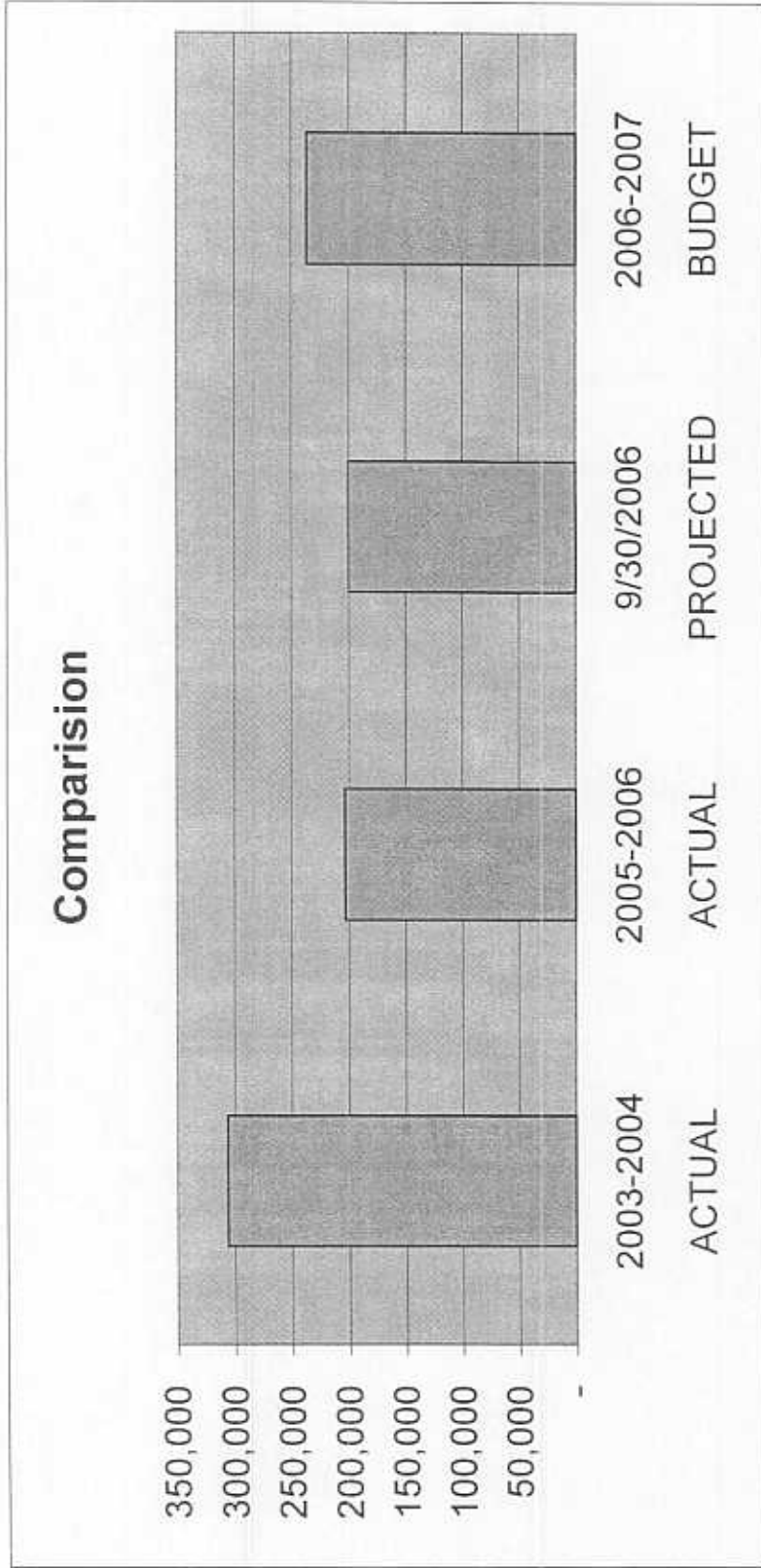
535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Paul Carlisle	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	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. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. DISCUSSION AND POSSIBLE ACTION
 - 1. Legal
 - 2. Marina
- E. ADJOURNMENT

Cost Center 108 Legal



DEPT:	COST CENTER 108									
	2002-2003		2003-2004		2005-2006		2005-2006		2006-2007	
OBJECT NUMBER	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET
		2002-2003	2003-2004	2005-2006	2005-2006	2005-2006	2005-2006	9/30/2006	5/31/2006	2006-2007
31000	Professional Services	-	-	-	-	-	-	-	-	-
31100	Professional Svc - Town Attorney	157,884	196,091	183,473	200,000	185,000	101,441	200,000	200,000	200,000
31101	Professional Svc - Other Legal	55,371	84,292	15,035	50,000	10,000	5,260	10,000	10,000	10,000
33000	Accounting & Auditing	-	-	-	-	-	-	-	-	-
34000	Contracted Services	-	-	-	-	-	-	-	-	-
34100	Contracted Personal Services	-	-	-	-	-	-	-	-	-
34110	E-911 Telephone	-	-	-	-	-	-	-	-	-
34310	Disposal Costs	-	-	-	-	-	-	-	-	-
34500	Insurance Settlements	-	25,000	3,335	25,000	3,991	3,991	25,000	25,000	25,000
40000	Travel & Per Diem	1,255	-	-	-	-	-	-	-	-
41100	Telephone	-	-	-	-	-	-	-	-	-
49200	Conferences & Seminars	-	857	1,392	1,000	1,000	-	1,250	1,250	1,250
49300	Computer Software	-	-	-	-	-	-	-	-	-
49400	Uniforms & Clothing	-	-	-	-	-	-	-	-	-
51000	Office Supplies	-	-	-	-	-	-	-	-	-
52000	Operating Supplies	-	-	-	-	-	-	-	-	-
52100	Gasoline & Diesel Fuel	-	-	-	-	-	-	-	-	-
53000	Drainage/Streets/Sidewalks	-	-	-	-	-	-	-	-	-
54100	Books & Subscriptions	-	-	-	-	-	-	-	-	-
54200	Memberships, Dues, & Subscriptions	-	-	-	-	-	-	-	-	-
	TOTAL OPERATING EXPENSES	214,509	306,240	203,234	276,000	199,991	110,692	236,250	236,250	236,250
99110	Transfer to General Fund	-	-	-	-	-	-	-	-	-
99900	Emergency Reserve	-	-	-	-	-	-	-	-	-
	TOTAL OTHER EXPENSES	-	-	-	-	-	-	-	-	-
	COST CENTER TOTAL	214,509	306,240	203,234	276,000	199,991	110,692	236,250	236,250	236,250

**SECOND AMENDMENT TO THE
AGREEMENT FOR TOWN ATTORNEY
FOR THE TOWN OF LAKE PARK, FLORIDA**

THIS SECOND AMENDMENT AGREEMENT, dated this 7th day of July, 2005, between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "the Town"), and THOMAS J. BAIRD, P.A. (herein referred to as "the Firm").

1. **TERM OF EMPLOYMENT**. The Town appoints and shall employ Thomas J. Baird of the Firm as its Town Attorney for a one-year term. The Firm shall serve at the pleasure of the Commission. This Agreement shall be renewed without Commission action for a like term, provided the Commission does not take action to terminate as provided for herein. Either the Town or the Firm may terminate the Agreement at any time upon sixty (60) days prior written notice of its intention to do so. In the event the Agreement is terminated or not renewed, the Firm shall be paid for the completion of any and all legal services rendered to the Town in accordance with this Agreement.

2. **DUTIES OF THE FIRM**. The Firm shall render legal services to the Town as may be required, including, but not limited to:

(a) Attendance at all regular or special meetings of the Town Commission, attendance at Town Commission workshop meetings at the request of the Town Manager or Town Commission, attendance at scheduled regular meetings as well as workshop and special meetings of the Planning and Zoning Board, the Code Compliance Board, and the Community Redevelopment Agency, or any other Town agency or board as required;

(b) The preparation or review of all ordinances, resolutions, contracts and other legal instruments for legal form and sufficiency so as to carry out the Town's business and legislative affairs;

(c) The research of legal questions presented for purposes of rendition of written or oral legal opinions. The Firm shall render legal advise and written or oral legal opinions to the Town Commission, its Manager and Town departments at the Commission's or Town Manager's request;

(d) Services as Town Prosecutor;

(e) Such legal assistance as may be required for the proper legal functioning of the various departments of Town government consistent with the Town's Charter;

(f) The representation and/or management of litigation involving the Town, as directed by the Town, including bond validation proceedings; and

(g) The Town Commission or the Town Manager may identify any specific work programs including code re-writes; and

(h) At the Commission's request, the Firm shall attend other meetings the Commission deems necessary to carry out the Town's business and legislative affairs.

3. **COMPENSATION.** For services rendered by the Firm, the Firm shall be compensated based upon hourly fees as established below.

(a) Paralegals shall be billed at \$75.00 per hour. Attorneys shall be billed at no more than \$175.00 per hour, depending upon their experience and the complexity of the litigation or assignment.

(b) The Firm may charge an hourly rate, which reflects the attorneys usual and customary hourly rate in the market for collections, lien foreclosures and other cases which permit the recovery of the Town's attorney fees. However, if the Firm does not recover attorney fees, the Town shall only be responsible for paying the Firm at its regular per hour rate.

(c) If this Agreement is terminated prior to the end of the term, the Firm shall be entitled to the fees earned as of the termination date.

(d) Firm agrees that it shall not be entitled to compensation for routine telephone conferences, e-mails or other communications with the Mayor or members of the Town Commission.

4. **EXPENSES.**

(a) The Firm shall bear its own transportation expenses for travel incurred in carrying out the Town's legal affairs within Palm Beach County.

(b) The Town shall be responsible for authorized travel expenses outside of Palm Beach County.

(c) The Firm shall not be compensated per diem for travel time.

(d) The Town shall be responsible for reimbursing the Firm for out-of-pocket expenses, including, but not limited to, printing or copying, postage, court reporter services, filing fees, long distance telephone calls and facsimile charges.

5. **CONTINUING EDUCATION.**

In accordance with the Town's Employee Policy Handbook, the Town shall reimburse the Firm for its expenses incurred attending either the annual meeting of the Florida Municipal Attorneys Association, or the City, County, Local Government Law Section of the Florida Bar.

6. **CONFLICTS.**

(a) The Town recognizes and acknowledges that the Firm is engaged in a law firm business with a practice which involves several different legal disciplines and multiple clients. The Town recognizes and acknowledges that the Firm presently, or may in the future, represent clients including other governmental entities, provided there is no potential conflict of interest as defined by the rules regulating The Florida Bar.

(b) The Firm recognizes that notwithstanding the needs of other clients, the Firm shall be available to the Town as the representation requires. Any conflicts of the Attorney's time shall, within reason, be resolved in favor of the Town.

(c) The Town agrees to identify any actual or perceived conflicts of interest it perceives the Firm to have and to review same with the Firm in advance of the Firm's undertaking or continuing the representation.

(d) The Firm hereby acknowledges and agrees to disclose any and all potential conflicts of interest as defined by the rules regulating The Florida Bar.

7. **AMENDMENT.** This Agreement shall only be amended in writing and upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

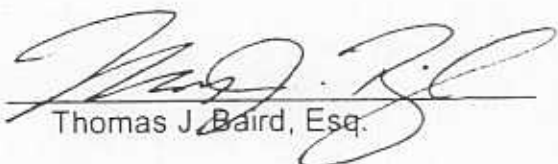
ATTEST:

TOWN OF LAKE PARK

By: _____
Stephanie Thomas, Town Clerk

By: _____
Paul W. Castro, Mayor

THOMAS J. BAIRD, P.A.

By: 
Thomas J. Baird, Esq.

Marina Fund 401 Revenues

DESCRIPTION	BUDGET 2004-2005	ACTUAL 2004-2005	BUDGET 2005-2006	PROJECTED 9/30/2006	ACTUAL 5/30/2006	BUDGET 2006-2007
GRANT FFWCC 05224	-	-	-	-	-	58,276
Grant - Find PB-LP-01-93	-	\$ 240,193.00	-	-	-	-
Grant - Clean Vessel Act LE264	-	22,098.00	-	-	-	-
Facilities Rental	-	-	-	282	93.90	1,500
Wet Slips	822,126	141,988.25	1,010,917	849,196	547,455.60	867,840
Ramp Fees	55,000	24,869.72	72,800	53,299	28,427.68	62,400
Parking Fees	-	6,038.33	-	7,510	5,087.03	10,000
Electrical	12,360	6,500.37	41,040	36,492	26,130.75	48,000
Utility Charges	-	1,769.39	-	7,734	5,426.10	10,320
Penalties	-	351.66	-	50	23.93	-
Laundry Vending	-	-	-	675	238.80	1,000
Sales Tax Commissions	-	177.57	-	418	337.25	500
Merchandise	14,400	349.30	27,000	6,358	4,216.55	9,500
Gas	132,000	254.35	225,000	22,303	17,220.06	30,000
Diesel	228,000	2,221	375,000	103,795.35	75,020.32	130,000
Brick Contributions	-	-	-	-	440.00	-
Miscellaneous Revenue	-	26.07	-	50.00	16.40	-
Balance Brought Forward	-	1,429,549.96	-	-	-	-
Bond Proceeds	-	1,876,386	-	390,556	390,556	-
	1,263,886	1,876,386	-	1,478,716	1,100,691	-
TOTAL	\$ 1,263,886	\$ 1,876,386	\$ 1,751,757	\$ 1,478,716	\$ 1,100,691	\$ 1,229,336

Marina Fund Expenditures		FUND 401				
OBJECT NUMBER	DESCRIPTION	BUDGET 2004-2005	ACTUAL 2004-2005	BUDGET 2005-2006	ACTUAL 5/30/2006	BUDGET 2006-2007
11000	Executive Salaries	\$ 52,696	\$ 70,576	\$ 62,420	\$ 12,868	\$ 51,304
12000	Regular Salaries	139,091	35,954	135,216	75,616	137,039
13000	Other Salaries	75,000	9,473	75,000	16,100	42,000
14000	Overtime Pay	5,000	313	5,000	1,491	5,000
15000	Special Pay	-	-	-	-	-
	TOTAL SALARIES	271,787	116,316	277,636	106,075	235,342
21000	FICA Tax	20,409	8,201	20,857	8,442	18,004
22000	Retirement/Pension	3,857	1,491	3,838	2,922	3,078
23100	Health Insurance	55,231	11,921	37,900	12,413	42,874
23150	Health Hra		500	7,000	440	7,000
23200	Insurance - Dental	2,794	720	2,677.92	900	3,118
23300	Insurance - Life	892	346	649	170	1,083
23400	Insurance - Vision	433	131	360	120	360
23500	Disability				396	3,407
24000	Workers' Compensation Insurance	26,472		27,000	-	25,888
25100	Unemployment Compensation				4,125	2,500
	TOTAL BENEFITS	110,088	23,312	100,282	29,928	107,311
	TOTAL SALARIES & BENEFITS	381,875	139,628	377,918	136,003	342,654
31000	Professional Services		41	-	675	-
31100	Professional Svc - Town Attorney	2,500		2,500	-	2,500
34000	Contractual Services	49,800	1,780	89,050	65,861	69,830
34901	Administrative Fee	78,000		78,000	78,000	78,000
34902	Discount Fee		57		64	-
34911	Merchandise	8,640	3,583	20,000	7,997	5,700
40000	Travel & Per Diem	600	112	600	-	500
41100	Telephone	4,800	2,037	4,800	2,467	3,500
41200	Postage & Shipping	1,200	19	1,200	14	750
43000	Utilities	16,200	23,505	69,600	54,291	47,500
43250	Garbage & Trash	7,200	436	9,000	14,183	21,500
44200	Equipment Leases			1,200	828	1,200
45000	Insurance	72,000	8,246	75,000	37,393	60,000
46000	Repairs & Maintenance		90	7,500	23,817	13,500
46300	Vehicle Parts/Supplies		10	1,000	520	1,000
46500	Bld/Grounds Maint/Supp				250	3,000
46600	Signs & Signals			500	730	200

Marina Fund Expenditures		FUND 401				
OBJECT NUMBER	DESCRIPTION	BUDGET 2004-2005	ACTUAL 2004-2005	BUDGET 2005-2006	ACTUAL 5/30/2006	BUDGET 2006-2007
47000	Printing	2,400		3,000	406	2,500
48000	Promotional Activity	1,000		13,000	15,015	5,000
48100	Advertising	6,000	2,230	6,000	6,818	5,000
49000	Other Current Charges		25		157	
49100	Education & Training	3,000		3,000	1,330	1,000
49101	Bad Debts			5,000	2,120	2,500
49200	Conferences & Seminars		300	1,000	-	1,000
49300	Computer Software	2,450		3,100	2,770	2,000
49400	Uniforms & Clothing	6,000		6,000	2,063	3,000
49600	Bank Charges / Admin Fees		345	20,625	6,536	18,000
51000	Office Supplies	2,500	555	-	1,429	1,000
52000	Operating Supplies	1,200	971	3,000	9,973	6,500
52100	Gasoline & Diesel Fuel	254,640	34,447	500,000	116,158	125,000
54200	Memberships, Dues, & Subscriptions	600	320	-	150	250
	TOTAL OPERATING EXPENSES	520,730	79,107	923,675	452,015	481,430
64100	Machinery & Equipment	-	-	-	-	10,500
66000	Library Materials	-	-	-	-	-
66100	Land	-	-	-	-	-
66300	Improvements other than building	-	1,159,816	-	558,628	-
	TOTAL CAPITAL OUTLAY	-	1,159,816	-	558,628	10,500
71000	Principal	85,000	85,000	85,000	85,000	85,000
72000	Interest	231,625	231,625	231,625	232,277	231,625
72000	Interest			6,200	2,774	2,800
73000	Amortization Expense		6,197			
	TOTAL DEBT SERVICE	316,625	322,822	322,825	320,051	319,425
99110	Transfer to General Fund					
99900	Restricted Reserves	38,526	-	127,339	-	75,327
	TOTAL OTHER EXPENSES	38,526	-	127,339	-	75,327
	DEPARTMENT TOTAL	\$ 1,257,756	\$ 1,701,372	\$ 1,751,757	\$ 1,466,697	\$ 1,229,336

PERSONAL SERVICE SUMMARY
Fund 401 - Marina

POSITION TITLE & EMPLOYEE NAME	ANNUAL SALARY	%	SALARY	BUDGET TOTAL	INSURANCE BASED ON 20% INCREASE					
					23100 HEALTH INSURANCE	23110 HRA INSURANCE	23200 DENTAL INSURANCE	23300 LIFE INSURANCE	23500 DISABILITY INSURANCE	23400 VISION INSURANCE
EXECUTIVE SALARIES										
Harbor Marina Manager, David Hinaman	49,857.65	0.42	20,940.21	708.94	83.33	37.12	14.10	40.56	4.29	
10-01-06 - 02-17-07	52,350.53	0.58	30,363.31							
02-17-07 to 09-30-07										
				<u>51,303.52</u>						
REGULAR SALARIES										
Dockmaster	33,280.00	0.67	22,186.57	776.92	83.33	37.12	14.10	40.56	4.29	
	34,944.00	0.33	11,636.35							
			33,335.19							
Dock attendant	20,155.20	1.00	20,155.20	612.73	83.33	37.12	14.10	40.56	4.29	
10-01-06 - 09-30-06										
Dock attendant, Fabozzi, Joseph	20,155.20	0.58	11,757.20	-	83.33	37.12	5.64	40.56	4.29	
10-01-06 - 04-17-07	21,162.96	0.42	8,888.44							
04-18-07 - 09-30-07										
Dock attendant, Jackson, Craig	20,155.20	0.58	11,690.02	612.73	83.33	37.12	14.10	40.56	4.29	
10-01-06 - 04-24-07	21,162.96	0.42	8,888.44							
04-24-07 - 09-30-07										
Dock attendant, Thornton, Patrick	20,155.20	0.67	13,436.80	430.75	83.33	37.12	14.10	40.56	4.29	
10-01-05 - 05-01-07	21,162.96	0.33	7,047.27							
05-02-07 - 09-30-07										
Store Clerk, Craig R. Halbert	21,940.00	0.50	10,920.00	430.75	83.33	37.12	14.10	40.56	4.29	
10-01-06 - 03-31-07	22,932.00	0.50	11,466.00							
4/1/07 - 9/30/07										
				<u>137,038.56</u>						
Dock Attendants Part time	42,000.00	1.00	42,000.00							
Based on 4 part timers										
TOTAL REGULAR SALARIES										
				<u>230,342.08</u>	<u>3,572.82</u>	<u>583.31</u>	<u>259.84</u>	<u>90.24</u>	<u>263.92</u>	<u>30.03</u>
				<u>42,873.84</u>	<u>6,999.72</u>	<u>3,118.08</u>	<u>1,082.88</u>	<u>3,407.04</u>	<u>360.36</u>	

Marina Rates

<u>Marina</u>	<u>40'</u>	<u>50'</u>	<u>60'</u>	<u>(per foot)</u>
Soverel Harbour				
Summer	17.30	22.90	24.67	(includes electric)
Winter	24.76	34.08	36.92	"
Annual	17.30	22.90	24.67	"
Daily	1.50-2.00/ft			
Old Port Cove				
Winter-6 mos.	31.25	29.50	33.17	
Winter-monthly	33.38	32.50	36.40	
Annual	19.87	17.80	20.33	
North Palm Beach				
Winter-6mos.		31.80	35.16	
Winter-monthly		35.00	38.60	
Annual		18.90	21.65	
Palm Harbor				
Summer	22.50	22.50	22.50	
Winter-6 mos.	33.00	33.00	33.00	
Winter-monthly	42.00	42.00	42.00	
Annual	22.50	22.50	22.50	
Daily	1.00-2.05/ft			
Loggerhead				
Monthly	25.00	25.00	26.00	
6 Month	22.00	22.00	23.00	
Annual	18.00	18.00	19.50	
Weekly	2.00/ft			
Daily	2.50/ft			
The Bluffs				
Monthly	31.00	31.00	31.00	
6 Month	25.00	25.00	25.00	
Annual	19.00	19.00	19.00	
Sailfish				
Monthly	22.50	24.00	24.00	(Aug & Sep only)
Annual	19.40	23.22	26.13	
Daily	2.10-2.55/ft			
Riviera Beach				
Monthly	17.70	17.70	17.70	
Daily	1.02/ft			
Palm Beach				
Summer		27.60	27.60	(includes electric)
Winter		34.80	34.80	"
Annual		24.60	24.60	"
Transient	1.10-2.08/ft			

2006-2007 DOCKAGE RATES

Length of Stay	Rate per Foot/Month
Summer	17.50 Summer 05/01 – 10/31
Winter Monthly	25.50 Winter 11/01 – 04/30
Winter - 6months	22.50
Annual	17.50

Transient- \$1.50 per foot

ALL RATES DO NOT INCLUDE UTILITY AND ELECTRIC CHARGES

2006 – 2007 Budget Reconciliation

Manpower requirements

Ramp Operation	6AM – 9PM Daily <u>Daily</u>	<u>Annually</u>
One attendant	15 hrs	5475
2 nd attendant (weekends, holidays)	8 hrs	880
Ships Store	8AM – 5PM Daily	
Fuel Dock - Rover	8	2920
Ships Store clerk	8	2920
Dock attendant – maintenance	40 hrs weekly	2080
Dockmaster	40 hrs weekly	2080
Manager	40 hrs weekly	<u>2080</u>

Total Man-hours annually - 18435 or 8.86 full-time employees

34000 Contractual Services – Security service 46,000, fertilization and herbicides 15,000, spill response service 450, elevator service contract 980, DM 2,570

34911 Merchandise – Bait, ice, drinks, snacks, marine supplies

41100 Telephone – 5 land lines, 6 Nextel, 2 two-way radios

43000 Utilities – Slip electrical, slip water usage (reimbursed), marina and ramp buildings, street and parking lot lighting, irrigation (unreimbursed)

44200 Equipment Leases – Marina office copier

46000 Repairs and Maintenance – All contracted repairs not able to be performed by employees

46300 Vehicle Parts/Supplies – Maintenance for pick-up truck, two golf carts, boat and trailer

46500 Bld/Grounds Maint/Supplies – Tools, hardware, paint, chemicals for maintenance

46600 Signs & Signals – Minimal sign needs anticipated

47000 Printing – Dockage contracts, brochures, parking tickets

- 48000 Promotional Activity – Annual marina festival
- 49100 Education & Training – Spill response, safety, storage tank
- 49300 Computer Software – Marina software upgrades
- 49400 Uniforms & Clothing – Employee shirts and rain gear
- 52000 Operating Supplies – Restroom supplies, cleaning supplies
- 54200 Memberships, Dues & Subscriptions – PB Marine Industries Assn.
- 64100 Machinery & Equipment – Marina laptop

Wet slip revenue

27 - 30 ft slips	810'
2 - 35 ft slips	70'
28 - 40 ft slips	1120'
14 - 45 ft slips	630'
9 - 50 ft slips	450'
24 - 60 ft slips	1440'

104 4520'

100% Occupancy @ 17.50/ft = \$949,200

Assume 80% average occupancy = \$759,360

Assume 10% occupancy @ 22.50/ft = \$61,020
(6 month winter season)

Transient usage @ 5% = \$47,460

Total revenue = \$867,840