

AGENDA

Lake Park Town Commission

Town of Lake Park, Florida

Regular Commission Meeting

Wednesday, November 17, 2004 at 7:30 p.m.

Lake Park Town Hall

535 Park Avenue

| | | |
|------------------------|---|---------------------|
| Paul Castro | — | Mayor |
| G. Chuck Balius | — | Vice Mayor |
| Paul Garretson | — | Commissioner |
| Jeff Carey | — | Commissioner |
| Edward Daly | — | Commissioner |

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|------------------------------|---|-----------------------------|
| Paul Carlisle | — | Interim Town Manager |
| Thomas J. Baird, Esq. | — | Town Attorney |
| Stephanie Thomas | — | 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. PRESENTATIONS
NONE.

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. CONSENT AGENDA All matters listed under this item are considered to be 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 in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

1. Commission Meeting Minutes from October 25, 2004.

TAB 1

I. ORDINANCES ON FIRST READING

2. Ordinance 24-2004-Canopy Ordinance

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE I AND V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; PROVIDING FOR THE AMENDMENT OF SECTION 32-2 ENTITLED "DEFINITIONS" TO ADD A DEFINITION OF "FREESTANDING CANOPY;" PROVIDING FOR THE CREATION OF SECTION 32-95 TO BE ENTITLED "FREESTANDING CANOPY" RESTRICTING THE ERECTION OF SUCH CANOPIES IN RRESIDENTIAL ZONING DISTRICTS AND TO REQUIRE A BUILDING PERMIT FOR SUCH CANOPIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

3. Ordinance 25-2004-Maintenance Standards for private swimming pools.
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 27, ARTICLE I, TO CREATE SECTION 27-5 ENTITLED "MAINTENANCE OF SWIMMING POOLS" REQUIRING THE MAINTENANCE OF SWIMMING POOLS ON PRIVATE PROPERTY WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

J. ORDINANCES ON SECOND READING

PUBLIC HEARINGS:

4. Ordinance 22-2004 Education Advisory Board

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 2, ARTICLE IV, DIVISIONS 1

AND 2, AMENDING SECTION 2-57 ENTITLED "MEMBERSHIP ON CERTAIN BOARDS AND COMMITTEE TERMINATED FOR MISSING MEETINGS; FILLING OF VACANCIES;" REPEALING SECTION 2-63 ENTITLED "DECLARATION OF LEGISLATIVE INTENT, PURPOSE"; REPEALING SECTION 2-64 ENTITLED "DUTIES AND RESPONSIBILITIES;" REPEALING SECTION 2-65 ENTITLED "QUALIFICATION AND TERMS OF OFFICE OF THE BOARD"; REPEALING SECTION 2-66 ENTITLED "ELECTION OF BOARD OFFICERS, QUORUM, COMPLIANCE WITH "SUNSHINE LAW"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

K. RESOLUTIONS

5. RESOLUTION 52-11-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE PROJECT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE LAKE SHORE PARK SEAWALL REPLACEMENT; AND PROVIDING AN EFFECTIVE DATE.

TAB 5

QUASI-JUDICIAL PUBLIC HEARING(S): RESOLUTIONS

Declarations of ex-parte communications

6. RESOLUTION 11-03-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN FOR A MIXED-USE DEVELOPMENT OWNED BY ONE PARK AVE, LLC KNOWN AS ONE PARK PLACE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF PARK AVENUE AND 9TH STREET, WITHIN THE PARK AVENUE DOWNTOWN ZONING DISTRICT (PADD);

TAB 6

L. DISCUSSION AND POSSIBLE ACTION

7. Disaster Relief Funding Agreement.

TAB 7

8. Salary for Mayor and Members of the Town Commission.

TAB 8

9. Town Employee Pay Ranges

TAB 9

10. Consensus to draft a Resolution requesting the State of Florida to conduct a Full Investigation of Florida Power and Light (FPL).

TAB 10

11. Lowe's Home Improvement Store Special Event Permit for a Holiday Tree Sale.

TAB 11

M. COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

N. ADJOURNMENT

CONSENT AGENDA

TAB 1

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

Meeting Date: November 12, 2004 Agenda Item No.

PUBLIC HEARING RESOLUTION
 Ordinance on Second Reading
 Public Hearing DISCUSSION
 ORDINANCE ON FIRST READING BID/RFP AWARD
 GENERAL APPROVAL OF ITEM CONSENT AGENDA
 Other:

SUBJECT: Regular Commission Meeting Minutes of October 25, 2003.

RECOMMENDED MOTION/ACTION: Approval Regular Commission Meeting Minutes of October 25, 2004 with corrections and/or deletions to the transcribed text.

Approved by Town Clerk Stephanie Thomas Date: 11/12/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Clerks Office | Costs: \$ 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>ST</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 _____ SLT <u>ST</u> : Please initial one. |

Summary Explanation/Background:

**Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
October 25, 2004 7:30 p.m.
Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Special Call Commission Meeting on Monday, October 25, 2004 at 7:30 PM. Present were Mayor Castro, Vice Mayor Balius, Commissioners Carey, Daly, and Garretson, Town Manager Doug Drymon and Town Clerk Stephanie Thomas.

Mayor Castro led the Invocation.
Vice Mayor Balius led the Pledge of Allegiance.
Town Clerk Stephanie Thomas performed the Roll Call.

ADDITIONS/DELETIONS

Motion: A motion was made by Commissioner Garretson to approve the October 25, 2004 Agenda; Vice Mayor Balius made the second.

Vote on Motion:

| Commission Member | Yes | No | Other |
|------------------------|-----|----|-------|
| Commissioner Garretson | X | | |
| Commissioner Daly | X | | |
| Commissioner Carey | X | | |
| Vice-Mayor Balius | X | | |
| Mayor Castro | X | | |

Motion passed 5-0.

PRESENTATIONS:

None.

PUBLIC COMMENTS

The following person(s) addressed the Commission:

None.

DISCUSSION AND POSSIBLE ACTION:

Motion: A motion was made by Commissioner Garretson to appoint Public Works Director Paul Carlisle as the Interim Town Manager with a ten percent (10%) increase. Commissioner Daly made the second.

Vote on Motion:

| Commission Member | Yes | No | Other |
|------------------------|-----|----|-------|
| Commissioner Garretson | X | | |
| Commissioner Daly | X | | |
| Commissioner Carey | X | | |
| Vice-Mayor Balias | X | | |
| Mayor Castro | X | | |

Motion passed 5-0.

Motion: A motion was made by Vice Mayor Balias to accept the terms of the separation agreement between the Town of Lake Park and J. Douglas Drymon. Commissioner Garretson made the second.

Vote on Motion:

| Commission Member | Yes | No | Other |
|------------------------|-----|----|-------|
| Commissioner Garretson | X | | |
| Commissioner Daly | X | | |
| Commissioner Carey | X | | |
| Vice-Mayor Balias | X | | |
| Mayor Castro | X | | |

Motion passed 5-0.

COMMENTS BY COMMISSION, TOWN MANAGER AND TOWN ATTORNEY

Mayor Castro

Mayor Castro indicated that he is not happy with the audit and would like staff to address any open issues that currently reflect an open status. Mayor Castro feels that the salary range for the Town Manager's position should be adjusted to a more competitive figure.

Vice-Mayor Balius

Vice Mayor Balius suggested that the Town contracts with the Range Rovers. Vice Mayor Balius stated that he would like to begin the search for a new Town Manager as soon as possible.

Mayor Castro suggested that the Town recruit a Town Manager in house and he is not in favor of hiring a consultant.

Commissioner Carey

None.

Commissioner Garretson

Commissioner Garretson suggested that the Town search for a "Public Affairs" oriented person to fill the Town Manager's position.

Commissioner Daly

Commissioner Daly agreed with Mayor Castro as it pertains to the audit and raising the salary range for the Town Manager's position.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Balius and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 8:25 PM.

Mayor Paul Castro

Interim Town Clerk Stephanie Thomas

Approved on this 6th day of October 2004.

TAB 2

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

Meeting Date: November 17, 2004

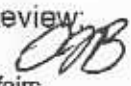
Agenda Item No.

- | | |
|----------------------------------------------------------------|-----------------------------------------|
| <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 checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Canopy Ordinance

RECOMMENDED MOTION/ACTION: The Town Commission make a motion adopting Ordinance _____ Amending chapter 32 of the Town code and providing an effective date.

Approved by Town Manager  Date: 11/8/04

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

Summary Explanation/Background: As directed by the Town Commission staff presented the proposed ordinance for the placement and permitting of covered canopies in the Town to the Planning and Zoning Advisory Board for their recommendations. The attached ordinance is what was recommended. Staff is recommending approve of the ordinance.

TOWN OF LAKE PARK
INTER-OFFICE MEMORANDUM

To: Paul Carlisle, Interim Town Manager

From: Thomas J. Baird, Town Attorney

Date: November 8, 2004

Re: Canopy Ordinance



Attached are two ordinances. As you know, the Planning and Zoning Board recommended revisions to the original ordinance. You and Larry should decide which ordinance to present to the Commission as your recommendation. Alternatively, you could present the Commission with the original ordinance and a memorandum which outlines the Planning and Zoning's recommendations. The Commission can then decide whether or not they want to follow the Planning and Zoning's recommendations.

Attachments

E:\TJBA\LP-General\Memos\Carlisle General.wpd

Original

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE I AND V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; PROVIDING FOR THE AMENDMENT OF SECTION 32-2 ENTITLED "DEFINITIONS" TO ADD A DEFINITION OF "FREESTANDING CANOPY;" PROVIDING FOR THE CREATION OF SECTION 32-95 TO BE ENTITLED "FREESTANDING CANOPY" RESTRICTING THE ERECTION OF SUCH CANOPIES IN RESIDENTIAL ZONING DISTRICTS AND TO REQUIRE A BUILDING PERMIT FOR SUCH CANOPIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to the zoning requirements of accessory structures, which have been codified in Chapter 32 of the Code of Ordinances; and

WHEREAS, the Town Code does not currently regulate the erection and use of temporary freestanding canopies, however, some residents of the Town are now using these canopies to shelter vehicles, boats, motorcycles, RV's, and other items of personal property; and

WHEREAS, the Town staff has identified a need for a land development regulation to regulate the location, erection, and use of freestanding canopies within the Town; and

WHEREAS, the Town's Planning and Zoning Board has recommended to the Town Commission that an ordinance be created to regulate the erection, location, and use of freestanding canopies within the Town; and

WHEREAS, land development regulations, amending Section 32-2 of Chapter 32, Article I to add a definition of freestanding canopy, and creating Section 32-95 of Chapter 32, Article V of the Town's Code of Ordinances, would further the public's health, safety and welfare.

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

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

Section 2. Chapter 32, Articles I and V of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 32-2. Definitions.

Accessory use or building shall mean a subordinate use or building customarily incident to and located on the lot occupied by the main use or building.

Antiques shall mean objects of an earlier period such as furniture, jewelry, stamps, coins, miniaturized replicas, works of art, or other decorative articles that are collected primarily because of their age, history, or expectation of increasing value.

Building shall mean each of the independent units into which a building is divided by party walls. "Building" shall also include "structure."

Community residential home as defined in F.S. Ch. 410, shall mean a dwelling unit licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical emotional and social needs of the residents.

Family shall mean one person or a group of two (2) or more persons living together and interrelated by bonds of legal adoption, blood, or a licit marriage, or a group of not more than three (3) people who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling. Any person under the age of eighteen (18) years whose legal custody has been awarded to the state Department of Children and Family Services or to a child-placing agency licensed by the department, or who is otherwise considered to be a foster child or child in emergency shelter care, and who is placed with a family, shall be deemed to be related to and a member of the family of the purposes of this chapter. Nothing herein shall be construed to include any roomer or boarder as a member of a family.

Freestanding canopy shall mean a non-habitable, self-supporting structure, typically used as a temporary shelter for vehicles, boats, trailers, RV's, motorcycles, and other items of personal property which is constructed of non-rigid materials, except for the supporting framework which may include, but is not limited to, metal, wood, concrete, plastic, or PVC, and which is not attached to, or supported by, a building or another structure, and which supporting framework extends to the ground.

Lot shall mean a parcel of land occupied or designed to be occupied by one building, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required by the provisions of this chapter, and such open spaces as are arranged or designed to be used in connection with such buildings. "Lot" shall also include "plot."

Major recreational equipment shall mean Boats and boat trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Off-street parking spaces shall mean a minimum net area of two hundred (200) square feet of appropriate dimensions for parking of an automobile, exclusive of access drives or aisles thereto.

Rear line shall mean the line parallel or practically parallel to the front line of a lot and at the furthest extremity thereof.

Side line shall mean the two (2) lines of a lot, not the front line or the rear line.

Special exception shall mean a use that would generally not be appropriate throughout the zoning district. However, special exception uses may be within a particular zoning district upon the applicant's compliance with the criteria established within this article and with such conditions as the commission may elect to impose.

Street line shall mean the dividing line between a lot and the adjoining street.

Section 3. Chapter 32, Article V of the Code of Ordinances of the Town of Lake Park, Florida is hereby created as follows:

Sec. 32-95. Freestanding canopies.

(a) No freestanding canopy shall be erected until a building permit issued by the town has been obtained by the property owner of the property on which the canopy is to be erected. All applicants for a building permit for a freestanding canopy must provide the town building official with copies of the engineering plans for the canopy that are signed and sealed by a structural engineer, and which specifically state the method of anchoring the canopy to the ground and the windload rating of the canopy. If the building official determines that a permitted freestanding canopy cannot withstand the windload requirements of the Florida Building Code, the owner of the real property on which the canopy is erected, must disassemble and remove the canopy whenever a tropical storm or hurricane watch is issued by the National Weather Service. Failure to remove the canopy under such weather conditions shall constitute a violation of this section, and the property owner shall be subject to enforcement action by the town.

(b) Freestanding canopies shall only be permitted in residential zoning districts and must be screened from view from abutting properties by a visual barrier consisting of permanent, dense vegetation, or another permanent structure at least equal in height to the canopy, but which does not exceed the maximum height limitation for the zoning district in which the structure is located.

(c) Freestanding canopies are prohibited within the front and side yard setbacks.

(d) No more than one freestanding canopy per residential lot shall be permitted in the town, and no such canopy shall be erected within 1,000 feet of another canopy.

Section 4. 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 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. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

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

E:\TJB\LP_General\Ordinances\Chap 32 Addition.wpd

Original

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE I AND V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; PROVIDING FOR THE AMENDMENT OF SECTION 32-2 ENTITLED "DEFINITIONS" TO ADD A DEFINITION OF "FREESTANDING CANOPY;" PROVIDING FOR THE CREATION OF SECTION 32-95 TO BE ENTITLED "FREESTANDING CANOPY" RESTRICTING THE ERECTION OF SUCH CANOPIES IN RESIDENTIAL ZONING DISTRICTS AND TO REQUIRE A BUILDING PERMIT FOR SUCH CANOPIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to the zoning requirements of accessory structures, which have been codified in Chapter 32 of the Code of Ordinances; and

WHEREAS, the Town Code does not currently regulate the erection and use of temporary freestanding canopies, however, some residents of the Town are now using these canopies to shelter vehicles, boats, motorcycles, RV's, and other items of personal property; and

WHEREAS, the Town staff has identified a need for a land development regulation to regulate the location, erection, and use of freestanding canopies within the Town; and

WHEREAS, the Town's Planning and Zoning Board has recommended to the Town Commission that an ordinance be created to regulate the erection, location, and use of freestanding canopies within the Town; and

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Park, Florida is hereby created as follows:

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(a) No freestanding canopy shall be erected until a building permit issued by the town has been obtained by the property owner of the property on which the canopy is to be erected. All applicants for a building permit for a freestanding canopy must provide the town building official with copies of the engineering plans for the canopy that are signed and sealed by a structural engineer, and which specifically state the method of anchoring the canopy to the ground and the windload rating of the canopy. If the building official determines that a permitted freestanding canopy cannot withstand the windload requirements of the Florida Building Code, the owner of the real property on which the canopy is erected, must disassemble and remove the canopy whenever a tropical storm or hurricane watch is issued by the National Weather Service. Failure to remove the canopy under such weather conditions shall constitute a violation of this section, and the property owner shall be subject to enforcement action by the town.

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(c) Freestanding canopies are prohibited within the front and side yard setbacks.

(d) No more than one freestanding canopy per residential lot shall be permitted in the town, and no such canopy shall be erected within 1,000 feet of another canopy.

Section 4. 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.

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

E:\TJBLP.General\Ordinances\Chap 32 Addition.wpd

Revised

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WHEREAS, the Town staff has identified a need for a land development regulation to regulate the location, erection, and use of freestanding canopies within the Town; and

WHEREAS, the Town's Planning and Zoning Board has recommended to the Town Commission that an ordinance be created to regulate the erection, location, and use of freestanding canopies within the Town; and

WHEREAS, land development regulations, amending Section 32-2 of Chapter 32, Article I to add a definition of freestanding canopy, and creating Section 32-95 of Chapter 32, Article V of the Town's Code of Ordinances, would further the public's health, safety and welfare.

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

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

Section 2. Chapter 32, Articles I and V of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 32-2. Definitions.

Accessory use or building shall mean a subordinate use or building customarily incident to and located on the lot occupied by the main use or building.

Antiques shall mean objects of an earlier period such as furniture, jewelry, stamps, coins, miniaturized replicas, works of art, or other decorative articles that are collected primarily because of their age, history, or expectation of increasing value.

Building shall mean each of the independent units into which a building is divided by party walls. "Building" shall also include "structure."

Community residential home as defined in F.S. Ch. 410, shall mean a dwelling unit licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical emotional and social needs of the residents.

Family shall mean one person or a group of two (2) or more persons living together and interrelated by bonds of legal adoption, blood, or a licit marriage, or a group of not more than three (3) people who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling. Any person under the age of eighteen (18) years whose legal custody has been awarded to the state Department of Children and Family Services or to a child-placing agency licensed by the department, or who is otherwise considered to be a foster child or child in emergency shelter care, and who is placed with a family, shall be deemed to be related to and a member of the family of the purposes of this chapter. Nothing herein shall be construed to include any roomer or boarder as a member of a family.

Freestanding canopy shall mean a non-habitable, self-supporting structure, typically used as a shelter for vehicles, boats, trailers, RV's, motorcycles, and other items of personal property which is constructed of non-rigid materials, except for the supporting framework which may include, but is not limited to, metal, wood, concrete, plastic, or PVC, and which is not attached to, or supported by, a building or another structure, and which supporting framework extends to the ground.

Lot shall mean a parcel of land occupied or designed to be occupied by one building, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required by the provisions of this chapter, and such open spaces as are arranged or designed to be used in connection with such buildings. "Lot" shall also include "plot."

Major recreational equipment shall mean Boats and boat trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Off-street parking spaces shall mean a minimum net area of two hundred (200) square feet of appropriate dimensions for parking of an automobile, exclusive of access drives or aisles thereto.

Rear line shall mean the line parallel or practically parallel to the front line of a lot and at the furthest extremity thereof.

Side line shall mean the two (2) lines of a lot, not the front line or the rear line.

Special exception shall mean a use that would generally not be appropriate throughout the zoning district. However, special exception uses may be within a particular zoning district upon the applicant's compliance with the criteria established within this article and with such conditions as the commission may elect to impose.

Street line shall mean the dividing line between a lot and the adjoining street.

Section 3. Chapter 32, Article V of the Code of Ordinances of the Town of Lake Park, Florida is hereby created as follows:

Sec. 32-95. Freestanding canopies.

(a) No freestanding canopy shall be erected unless and until a permit for same has been obtained by the property owner of the property on which the canopy is to be erected. All applicants for a building permit for a freestanding canopy shall provide the town's Department of Community Development with signed and sealed engineering plans for the canopy prepared by a registered Florida engineer, who shall certify that the canopy meets the wind load requirements of the Florida Building Code, and which specifically state the method of anchoring the canopy to the ground and the windload rating of the canopy.

(b) Freestanding canopies shall only be permitted in residential zoning districts and must be screened from view from abutting properties by a visual barrier consisting of permanent, dense vegetation, or another permanent structure at least equal in height to the canopy, but which does not exceed the maximum height limitation for the zoning district in which the structure is located.

(c) Freestanding canopies are prohibited within the front yard and from encroaching within the side and rear yard setbacks.

(d) No more than one freestanding canopy per residential lot shall be permitted.

Section 4. 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 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. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

TAB 3

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

Meeting Date: November 17, 2004

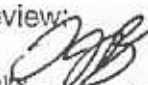

Agenda Item No.

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

SUBJECT: Maintenance Standards for private swimming pools

RECOMMENDED MOTION/ACTION: Staff recommends approval of Ordinance on First Reading.

Approved by Town Manager  Date: 11/8/04

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

Summary Explanation/Background: Recommended by Community Development Department and reviewed by Town Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 27, ARTICLE I, TO CREATE SECTION 27-5 ENTITLED "MAINTENANCE STANDARDS FOR PRIVATE SWIMMING POOLS" REQUIRING THE MAINTENANCE OF SWIMMING POOLS ON PRIVATE PROPERTY WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to swimming pools on private property, which have been codified in Chapter 27 of the Code of Ordinances; and

WHEREAS, the Town's code enforcement division has identified a need for the adoption of maintenance standards for swimming pools on private property; and

WHEREAS, the Town's code enforcement division has observed numerous swimming pools on private properties within the Town, which are poorly maintained, and have been allowed by the property owner and/or occupant to accumulate dirt, algae, and scum thereby resulting in unsanitary conditions; and

WHEREAS, the Town's code enforcement division has recommended to the Town Commission that Section 27-5 of Chapter 27, Article I, of the Town's Code be created to provide swimming pool maintenance standards on private property in order to facilitate sanitary conditions, and further the public health, safety, and general welfare; and

WHEREAS, the Town Commission has reviewed the recommendations of the Town's code enforcement division and staff, and has determined that creating Section 27-5 of Chapter 27, Article I of the Town's Code of Ordinances is necessary to further the public's health, safety and welfare.

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

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

Section 2. Chapter 27, Article I, Section 27-5 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created to read as follows:

Sec. 27-5. Maintenance standards for private swimming pools.

All swimming pools, located on private property within the town, shall be maintained so as not to constitute a nuisance. For purposes of this section, a nuisance may include, but not be limited to, the existence or accumulation of dirt, algae, scum, or other materials and debris, which would render a swimming pool generally unusable for recreational purposes. It shall be the duty of every person or entity owning, leasing, or having an interest in any real property located in the town, upon which a swimming pool is installed, erected or constructed, to maintain the swimming pool in a clean and sanitary condition. Dirt, algae, scum, and other materials and debris shall be removed as often as necessary to maintain good, clean, and sanitary conditions. Swimming pools shall be thoroughly cleansed at least once each week by the use of disinfectant agents, chemicals and/or proper pool cleansing materials, and the water in the pool shall be clear and completely circulated at least twice each week.

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. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: November 17, 2004

Agenda Item No.

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

SUBJECT: Ordinance Amending the Lake Park Code Repealing the Language Pertaining to the Town Education Advisory Board and Disbanding the Board.

RECOMMENDED MOTION/ACTION: Town Commission to make a motion to adopt Ordinance No. 22-2004.

Approved by Town Clerk Stephan Thomas Date: 11/12/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Clerks Office | Costs: \$ _____ Funding Source: _____ Acct. # _____ | Attachments: Ordinance |
| 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 _____ <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:

At the Regular Commission Meeting of October 20, 2004, the Lake Park Town Commission made a motion to approve Ordinance No. 22-2004 on first reading. The Ordinance has come before the Commission for second reading and adoption. Staff recommends adoption of Ordinance No. 22-2004 as approved on first reading.

ORDINANCE NO. 22-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 2, ARTICLE IV, DIVISIONS 1 AND 2, AMENDING SECTION 2-57 ENTITLED "MEMBERSHIP ON CERTAIN BOARDS AND COMMITTEE TERMINATED FOR MISSING MEETINGS; FILLING OF VACANCIES;" REPEALING SECTION 2-63 ENTITLED "DECLARATION OF LEGISLATIVE INTENT, PURPOSE;" REPEALING SECTION 2-64 ENTITLED "DUTIES AND RESPONSIBILITIES;" REPEALING SECTION 2-65 ENTITLED "QUALIFICATION AND TERMS OF OFFICE OF THE BOARD;" REPEALING SECTION 2-66 ENTITLED "ELECTION OF BOARD OFFICERS, QUORUM, COMPLIANCE WITH "SUNSHINE LAW";" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to the Education Advisory Board in the Town's Code of Ordinances, which have been codified in Chapter 2 of the Code of Ordinances; and

WHEREAS, certain codified provisions of Chapter 2 of the Town Code of Ordinances require amendment, repeal, modification, or revision; and

WHEREAS, Town staff has recommended to the Town Commission that Section 2-57 of Chapter 2 be amended, and Sections 2-63, 2-64, 2-65 and 2-66 of Chapter 2 of the

Town Code pertaining to the Education Advisory Board be repealed to eliminate the Education Advisory Board; and

WHEREAS, the Town Commission has reviewed these recommendations and has determined that amending Section 2-57 of Chapter 2, and repealing Sections 2-63, 2-64, 2-65 and 2-66 of Chapter 2 of the Town's Code of Ordinances is necessary to further the public's health, safety and welfare.

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

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

Section 2. Chapter 2, Article IV, Divisions 1 and 2, of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended and repealed as follows:

Sec. 2-57. Membership on certain boards and committees terminated for missing meetings; filling vacancies.

(a) For the purposes of this section, the following words, terms and phrases shall have the meanings herein ascribed to them:

- (1) *Board* shall mean board or committee as appropriate.
- (2) *Valid excuse* shall mean one of the following:
 - a. Illness of member or other person for whom the member is a caregiver;
 - b. Death of a member's relative;
 - c. Emergency as approved by a majority of the board; or
 - d. Scheduled absence approved in advance by the chairman.

(b) The secretary of each board as set forth above shall set down persons who are present and absent at each board meeting, and shall include in the minutes of the meeting, the name of any person(s) who has missed two (2) consecutive meetings without a valid excuse, including regular and special meetings of such board.

(c) Membership on the boards of the town, as set forth below, shall be automatically terminated for any member who, without valid excuse, misses two (2) consecutive board meetings both regular and special ~~of: the education advisory board, tree board, library board, marina development and control board, board of adjustment, planning and zoning board, the historical preservation board, the merit and code compliance board.~~

(d) The town clerk shall be responsible for reviewing the minutes of each board to determine when a vacancy has occurred because of lack of attendance. When it appears from the minutes that a vacancy has occurred, the clerk shall confirm same with the secretary and/or chairman and shall subsequently publish notice of the vacancy. The town commission shall fill the vacancy no sooner than two (2) weeks after the publication of such notice. A board member who is removed from office for lack of attendance shall not serve until a successor is appointed, but the membership on such board shall terminate at the close of the second consecutive meeting which the member has not attended.

(e) The town clerk shall monitor the terms of office for board members. Not less than sixty (60) days prior to the end of a board members' term, the clerk shall publish a notice of the impending vacancy.

(f) When publication of notice is required pursuant to this section, such publication shall be in the town newsletter and/or by other reasonable means of posting and publication. Copies of such notices shall be provided to the town commission at the next regular meeting following publication.

(g) Each person seeking an initial appointment to a board shall be required to complete a profile sheet. The form for such profile sheet shall be approved by the commission. Any current regular member or alternate member seeking appointment or reappointment shall also be required to complete a profile sheet if one has not been completed within the previous three (3) years. A profile sheet shall be due no later than forty-eight (48) hours prior to the regular commission meeting at which the appointment is scheduled to occur.

(h) The town commission shall appoint two (2) alternates for each board. Alternate members of a board shall be appointed as first alternate and second alternate and shall serve in that order when necessary. Alternate members shall be permitted to participate in all board discussions. When an alternate member serves, he or she shall have all the powers and duties of a regular member including the right to vote on any matter before the board.

(i) The clerk shall prepare the ballot for commission action on a vacancy. The ballot shall include the name of each person seeking the appointment for which a profile sheet has been timely received. Each person seeking appointment shall be identified as a current member, current first alternate member, current second alternate member or new applicant, as appropriate. The clerk shall receive, tally and announce the results at the commission meeting at which the balloting occurs. Thereafter, the clerk shall notify each

applicant in writing of the commission's action upon the applicant's request for appointment.

(j) No person shall serve more than three (3) consecutive terms on a board.

(k) Each board shall elect a new chairperson and vice chairperson on an annual basis.

(l) All members of town boards shall be residents of the town. However, unless otherwise prohibited by law, the commission may appoint no more than two (2) (including alternate members) town business owners to the boards of the town, excepting the board of adjustment, and all appointments to said boards shall be made by the commission of the town.

Sec. 2-63. Declaration of legislative intent, purpose.

~~It is the intent of this division to promote the awareness and participation of the citizens of the town with the education of the children of the town. Further, it is the intent of the commission to encourage the cooperation of the citizens of the town through their volunteer efforts within the school and the community, with the county school board and the private schools in the town to enhance the efforts of the schools in educating our children.~~

Sec. 2-64. Duties and responsibilities.

~~The duties and responsibilities of the education advisory board shall be as follows:~~

~~(1) — To solicit input from parents, students and the community to clearly understand their educational expectations and concerns so that the board may actively address these issues.~~

~~(2) — To improve the individual schools through active participation in each school's School Advisory Council (SAC).~~

~~(3) — To periodically meet with area superintendents, area school board members and the school superintendent to express the wants and needs expressed by the town commission and to receive feedback from the school system regarding same.~~

~~(4) — To address the school board on specific issues when requested to do so by the town commission.~~

~~(5) — To provide the town commission with a yearly "State of the Schools" report.~~

~~(6) — To monitor school board activities and report to the town commission any items of interest or concern.~~

~~(7) — To serve as a liaison between the county school board and the town commission.~~

~~(8) — To participate in an information exchange via school newsletters and principal's office with the administration of each town school as well as with schools outside of the township that serve town students.~~

~~(9) — To contact local businesses within the township for professional skills, materials, financial or educational support for schools. Any such solicitation shall first be approved by the town commission.~~

~~(10) — To coordinate the activities of the town with those activities of the schools, colleges and universities in order to enhance educational opportunities for residents of the town.~~

~~(11) — To coordinate with the towns' recreation/community affairs department for pre- and post-school activities.~~

~~Sec. 2-65. Qualifications and terms of office of the board.~~

~~(a) — The town commission shall appoint an uneven number, but no more than eleven (11) members, and up to four (4), but not less than two (2) alternate members to the education advisory board. The members shall meet at least one of the following criteria by being either:~~

~~(1) — An administrator, teacher, or staff member of one of the schools (pre-school, elementary, secondary or post-secondary) serving the citizens of the town.~~

~~(2) — A person who is a registered town voter.~~

~~(3) — A business owner in a town business; or~~

~~(4) — A member of the town library staff.~~

~~(5) — The town commission may appoint up to three (3) students to indefinite terms as "student members" of the board. Students appointed pursuant to this section shall not be counted as board members for the purpose of meeting quorum requirements and shall not be entitled to make motions or cast votes; however, appointed students may participate in the discussion of matters being considered by the board and may bring suggestions for action to the board. When an appointee ceases to be a student, his or her membership on the board shall terminate automatically.~~

~~(b) — In order that the terms of office all members will not expire at the same time, the initial appointments to the education advisory board shall be as follows:~~

~~(1) — Six (6) members shall be appointed for a term of one year.~~

~~(2) — Five (5) members shall be appointed for a term of two (2) years.~~

~~(c) — Thereafter, all appointments shall be made for a term of two (2) years. No member may serve more than three (3) consecutive two-year terms. Any member may be reappointed upon approval of the commission. An appointment to fill any vacancy on the education advisory board shall be for the remainder of the unexpired term of office.~~

~~(d) — Except as provided herein, members shall serve in accordance with the town code, sections 2-56 and 2-57.~~

~~Sec. 2-66. Election of board officers, quorum, compliance with "Sunshine Law."~~

~~(a) — The board shall elect, at a regular meeting to be conducted in January of every year, from its membership, a chairperson and vice chairperson. The chairperson and the vice-chairperson shall serve as a regular member of a School Advisory Council (SAC) at one of the schools serving town students. This includes but is not limited to Lake Park Elementary, H.L. Watkins Middle School, Suncoast High School and Palm Beach Gardens High School. Further, the board shall elect from its membership a secretary who shall record the proceedings of each meeting.~~

~~(b) — A quorum of the board shall be deemed present if a majority of the membership of the board is present. The affirmative vote of a majority of members present at a meeting at which a quorum is present is required for the board to take a formal action. If a quorum is not present within fifteen (15) minutes after the designated start time of the meeting the meeting will be rescheduled.~~

~~(c) — Members of the education advisory board shall comply with the provisions of the chapters 286 and 119, Florida Statutes.~~

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. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to

accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

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TAB 5

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

Meeting Date: November 17, 2004

Agenda Item No.

- | | |
|------------------------------------------------------|------------------------------------------------|
| <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: Florida Inland Navigation District Agreement

RECOMMENDED MOTION/ACTION: The Town Commission make a motion authorizing the Mayor to execute the Grant Agreement between the Florida Inland Navigation District and the Town of Lake Park for the reconstruction of the Lake Shore Park Seawall.

Approved by Town Manager *[Signature]* Date: 11/8/04

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: | Costs: \$ Funding Source: Acct. # | Attachments: Agreement Resolution |
| Department Review: <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: _____ Paper: _____ <input 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: The seawall located at Lake Shore Park is in desperate need of repair; as such staff applied for and has been granted funding from the Florida Inland Navigation District in the amount of \$187,500.00 along with a matching Town contribution of \$187,500.00 for the construction of the seawall. Staff recommends that the Commission authorize the Mayor to execute this agreement.

RESOLUTION NO. ___-2004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE PROJECT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE LAKE SHORE PARK SEAWALL REPLACEMENT; 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 having applied for and received approval for funding the reconstruction of the seawall located in Lake Shore Park; and

WHEREAS, the Town desires to enter into a Project Agreement with the Florida Inland Navigation District for matching funds for the replacement of the Lake Shore Park seawall and;

WHEREAS, the Town Commission has determined that it is in the best interests of the citizens of the Town to enter into a Project Agreement with the Florida Inland Navigation District.

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

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

That the Mayor is hereby authorized and directed to execute the Project

Agreement with the Florida Inland Navigation District for the replacement of the Lake Shore Park seawall.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

TAB 6

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

Meeting Date: November 17 2004

Agenda Item No.

- | | |
|------------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> 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: Ahrens One Park Place

RECOMMENDED MOTION/ACTION: Staff is recommending that the project One Park Place be continued until December 1, 2004.

Approved by Town Manager [Signature] Date: 11/10/04

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: | Costs: \$ Funding Source: Acct. # | Attachments: |
| Department Review: <input checked="" type="checkbox"/> City Attorney <u>[Signature]</u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <u>[Signature]</u> | <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> P/BSO | <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 <u>[Signature]</u> OR Not applicable in this case _____ Please Initial one. |

Summary Explanation/Background: Applicant has submitted new plans, however, approval from Seacoast had not been received.

MEMORANDUM

DATE: November 12, 2004
TO: Town of Lake Park Mayor Castro and Commissioners
THROUGH: Town Manager Paul Carlisle
FROM: Larry Szykowski, AICP, Community Development Director
SUBJECT: Site Plan 03-06 Ahren's One Park Place

This is the revised Site Plan since the court ordered stipulation. I received the plans on October 7, 2004. The plans were reviewed by CGA and Comments were provided to the Applicant. I met with Mr. Franklin and Mr. Boitnott and reviewed the Comments with them.

The Stipulation states on page 5 that the Applicant may apply for waivers for:

"0 feet Setback"

9 feet (parking) stall dimension

40 units

no (8 ft. alley) wall

There were several critical issues addressed:

1. Plans needed to be complete and in order. An engineering page was missing and pages were not marked correctly.
2. Fire Rescue review and approval was required.
3. Seacoast Utility review and approval was required.

The Plans were resubmitted by Wednesday November 10, 2004 with accurate labeling including the Engineering pages.

Randall Brame of Palm Beach County Fire Rescue returned the Site Plan Transmittal Form with no Comments or Issues with this Site Plan.

Seacoast Utility Authority reviewed the original Site Plan Submittal on July 28, 2004. We received Seacoast Review Comments on October 11, 2004 with four items.

I spoke with Seacoast Director of Operations on November 10, 2004. He required a one sheet addition to the plans on November 12, 2004 needed to show that there will be no conflicts between the new and the existing infrastructure below ground.

If Seacoast has transmitted approval by the meeting date, I recommend site plan approval via a Resolution with the Condition of Compliance with Review Comments and Determination of Waivers for the Setback, 9' stall dimension, 40 units and alley wall..

If Seacoast has not approved the Plans, I recommend a Continuance until December 1, 2004.

Enclosures:

STIPULATION FOR SETTLEMENT

SITE PLAN REVIEW COMMENTS

PALM BEACH COUNTY FIRE RESCUE TRANSMITTAL FORM OCTOBER 12, 2004

SEACOAST UTILITY AUTHORITY LETTER OF OCTOBER 11, 2004

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

JOANNA KELLY ARLINE,

Case No.: 502004CA004033XXXX MB AE

Plaintiff,

v.

TOWN OF LAKE PARK, FLORIDA

Defendant.

JOANNA KELLY ARLINE,

Case No.: 502004CA004027XXXX MB

Petitioner,

Division: AY

v.

TOWN OF LAKE PARK, FLORIDA,
and ONE PARK AVENUE, LLC.,

Respondents.

STIPULATION FOR SETTLEMENT

The Plaintiff/Petitioner, JOANNA KELLY ARLINE ("Plaintiff"), the Defendant/Respondent, TOWN OF LAKE PARK, FLORIDA, ("Defendant"), and Respondent, PARK AVENUE LLC, ("Applicant"), hereinafter referred to collectively as the "parties", in consideration of good and valuable consideration and the mutual covenants herein expressed, hereby enter into this Stipulation for Settlement Agreement ("Stipulation" and/or "Agreement") and stipulate and agree to the following:

1. There is presently pending in the Circuit Court of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida, a lawsuit entitled JOANNA KELLY ARLINE V. THE TOWN OF LAKE PARK, Case No.: 50 2004 CA 004033XXXX MB AE ("Lawsuit"),

and an appeal entitled JOANNA KELLY ARLINE V. TOWN OF LAKE PARK, FLORIDA and ONE PARK AVENUE, LLC, Case No.: 502004CA004027XXXX MB AY ("Appeal").

2. The Plaintiff, Defendant, and the Applicant desire to amicably resolve all issues in connection with the Lawsuit and the Appeal, and hereby agree to the terms set forth in this Agreement.

3. The Lawsuit and the Appeal both arise out of the Defendant's Town Commission's approval of a development order approving a mixed-use project, to be known as "One Park Place" (the "Project"), and to be constructed within the Town of Lake Park. On March 17, 2004, the Project was approved, subject to conditions, as set forth in Resolution No.: 11- 03-04 ("Resolution"), issued by the Defendant, for a site plan ("Site Plan"), and conditional use for the Project, consisting of mixed-use restaurant/retail and fifty-four (54) residential units within the Park Avenue Downtown District ("PADD"). The Plaintiff has challenged the development order approving the Project, in the Lawsuit and the Appeal, based among other things, inconsistency of the Project with the Defendant's Comprehensive Plan and Land Development Regulations.

4. In order to settle the Lawsuit and the Appeal, the parties recognize and agree that Florida law requires that any modifications to the Project, and the settlement of this litigation, be conducted with strict adherence to the notice, due process, and public hearing requirements applicable to quasi-judicial actions.

5. The parties hereby agree to the process set forth herein below, which the parties hope will result in the full and final settlement of the Lawsuit and the Appeal.

6. The Applicant shall submit an application ("Application") to the Defendant, for modifications to the approved Site Plan ("modified Site Plan") and corresponding amendments to the Resolution approving the Project, which shall reduce the height,

intensity, and density of the Project, so as to comply with the requirements of the Defendant's Comprehensive Plan and the Land Development Regulations for the PADD, except for waivers as requested herein, in accordance with the following procedures:

(A) The Application for a modified Site Plan shall be reviewed by the staff of the Defendant, and after having been determined by staff to be technically sufficient, shall be submitted to the Town Commission of the Defendant for review and approval, approval with conditions, or denial. In order to expedite the process, the Defendant agrees that the review of a modified Site Plan by the Defendant's advisory Planning and Zoning Commission shall not be required.

(B) The Applicant and the Plaintiff hereby acknowledge and agree understand that the Defendant's Town Commission must consider and approve this Agreement at a public hearing, and that this is a condition precedent to the full execution of this Agreement by all parties.

(C) This Agreement shall be filed with the Courts, in both the lawsuit and the appeal, after execution by the parties. Upon the filing of this Agreement with the Courts, the Appeal shall be abated and stayed pending a final determination by the Defendant's Town Commission on the Application for a modified Site Plan, and the same shall remain abated and stayed until after the time(s) has elapsed for any appellate challenges to an approved modified Site Plan and amended Resolution.

7. The parties further recognize and agree, that the final approval of a modified Site Plan, amended Resolution, and any other related development approvals which may be required for the Project, rests with the Town Commission of the Defendant, and that their obligations under this Agreement are contingent upon the Town Commission of the

Defendant's approval of a modified Site Plan and an amended Resolution, issued to the satisfaction of all parties. In order to achieve compliance with the Defendant's Comprehensive Plan and Land Development Regulations, the Application for a modified Site Plan shall propose the following minimum modifications to the approved Site Plan:

(A) **Height:** The maximum height of the structure(s) shall be three (3) floors. The maximum height of the bottom of the eave of all roofs shall not exceed thirty-eight (38) feet from ground level grade. All roofs shall be flat. Structures above the eave may include, but are not limited to, air conditioning, stair wells, elevators, etc., provided that the maximum height of any of such appurtenances shall not exceed forty-five (45) feet from ground level grade.

(B) **Density:** The maximum number of residential units shall be forty (40) units. The distribution of the number of work-live units, and condominium units out of the total forty (40) residential units shall be determined by the Town Commission of the Defendant.

(C) **Parking:** All parking shall be located south of the southern boundary of the existing alley and no parking for the Project shall be authorized in the alley. The parking area may be secured with gates.

(D) **Wall:** The Applicant shall apply for a waiver of the requirement of a wall buffer between the Project and the residential development on the northern rear side of the Project. The Applicant shall install a six (6) foot chain link (black or green or decorative aluminum) encapsulating the northern parking lot inside of the approved landscaping, with electronic access gates.

(E) **Land Uses.** The modified Site Plan shall identify the maximum square footage of office, retail, restaurant, and other uses, and shall address the proposed first and second floor uses at the Project.

(F) **Waivers.** The Applicant may apply for the following waivers, however this Agreement shall not constitute evidence in any subsequent proceeding for approval of any or all of the following listed waivers, nor shall this Agreement bind the Defendant in considering such waivers:

| <u>Code Provision.</u> | <u>Code Requirement.</u> | <u>Waiver requested.</u> |
|-------------------------------------|--------------------------|--------------------------|
| Section 32-50 Table 32-50-3 Setback | 5 feet (Corner) | 0 feet |
| Section 32-50-15-f Table 32-50-6 | 10 feet stall dimension | 9 feet stall dimension |
| Section 32-50 Table 32-50-3 | 26 units | 40 units |
| Section 32-50-14-e | 8 ft. alley wall | no wall |

(G) **Water and Sewer Utilities.** Notwithstanding any prior commitments or other understandings to the contrary, the Applicant shall release and discharge the Defendant from any and all obligations to pay for or provide capital improvements to the water and sewer services to serve the Project, or for any tax abatements by the Defendant to the Applicant associated therewith.

8. All other aspects and conditions of a modified Site Plan and amendments to Resolution No. 11-03-04, and other matters not set forth herein, shall be as determined by the Town Commission of the Defendant at a duly noticed public hearing(s).

9. A Resolution amending Resolution 11- 03-04, shall be prepared and presented to the Defendant's Town Commission's for their consideration at the time the modified Site Plan is presented to the Defendant's Town Commission, and if approved, shall thereafter govern the development of the Site.

10. If a modified Site Plan is approved and an amended Resolution is issued to the satisfaction of all parties, the Plaintiff shall dismiss the Lawsuit and the Appeal with Prejudice, subsequent to the expiration of the applicable appeal period(s) following the approval of a modified Site Plan and Resolution, and any other related development approvals for the Project.

11. If a modified Site Plan and an amended Resolution are not approved by the Defendant's Town Commission, to the satisfaction of all parties, the parties shall provide notice to the Courts that the conditions set forth herein have not been met, the Settlement Agreement is null and void and of no force and effect, and the stays shall be lifted, and the Lawsuit and the Appeal shall continue.

12. Each party shall bear their own attorney's fees and costs in the Lawsuit and the Appeal, except as provided in Paragraph 19 herein.

13. The parties hereto understand and agree that no promises, representations, understandings or warranties have been made by the parties, other than those which are expressly contained herein, and that this Stipulation contains the entire agreement with respect to the settlement of Lawsuit and the Appeal.

14. This Stipulation supercedes all prior agreements and understandings, if any, relating to the subject matter hereof. The parties acknowledge that all counsel participated in the preparation of this Stipulation and no rule of construction or interpretation shall apply to favor any particular party. The language of this Stipulation shall be construed as a whole, according to fair and common meaning. This Stipulation is, and shall be binding on the successors, heirs and assigns of the parties, and this Stipulation shall be enforceable against any such person or entity.

15. In the event an action is commenced to enforce the terms of this Agreement, the prevailing party/parties, shall be entitled to an award of all attorneys' fees and costs incurred in any such action, including any and all appellate fees and costs.

16. This Agreement is and shall be binding upon all parties hereto, and shall inure to the benefit of their agents, attorneys, officers, directors, and employees and also to their heirs, executors, administrators, legal representatives, successors, and assigns of all individuals hereto.

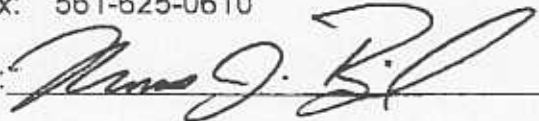
17. If any part of this Agreement is adjudged invalid, the remaining parts shall not be affected.

18. The Court shall retain jurisdiction to enforce the terms of the Agreement and enter such further orders and authorize other such relief as it may deem necessary, just, or appropriate.

19. The Applicant shall pay to the Defendant, all consulting and other professional fees and costs incurred herewith, which are authorized items of cost recovery pursuant to the Lake Park Town Code, after receipt of an invoice from the Defendant, and within ten (10) days of the approval of a modified Site Plan by the Defendant's Town Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their signature. This Agreement shall be effective upon full execution by legal counsel for all parties.

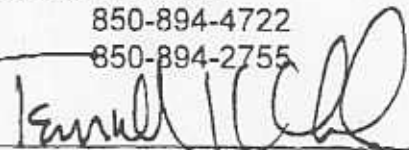
THOMAS J. BAIRD, P.A.
Attorneys for Defendant, Town of Lake Park
11891 North U.S. Highway One, Suite 105
North Palm Beach, FL 33408
Tel.: 561-625-4400
Fax: 561-625-0610

By:  _____

Date: August 20, 2004

Thomas J. Baird, Esq.
Fla. Bar No.: 475114
Karen E. Roselli, Esq.
Fla. Bar No.: 473235

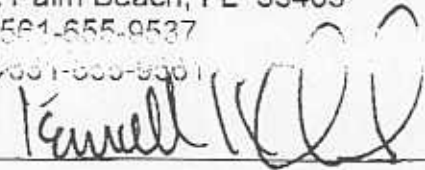
TERRELL K. ARLINE, ESQ.
Attorney for Plaintiff, Joanna Kelly Arline
3205 Brentwood Way
Tallahassee, FL 32309
Tel.: 850-894-4722
Fax: 850-894-2755

By:  _____

Date: August 19, 2004

Terrell K. Arline, Esq.
Fla. Bar No.: 306584

MARCY I. LAHART, ESQ.
Co-Council for Plaintiff, Joanna Kelly Arline
711 Talladega Street
West Palm Beach, FL 33405
Tel.: 561-655-9537
Fax: 561-655-9301

By:  _____

Date: 8/19/04 _____

Marcy I. LaHart
Fla. Bar No.: 0967009

GIBSON & LOGGINS, P.A.
Attorneys for Applicant
303 Banyan Blvd., Suite 400
West Palm Beach, FL 33401
Tel.: 561-655-8686
Fax: 561-832-6236

By: _____

Date: _____

Kathleen J. Loggins
Fla. Bar No.: 559016

MARCY I. LAHART, ESQ.
Co-Council for Plaintiff, Joanna Kelly Arline
711 Talladega Street
West Palm Beach, FL 33405
Tel.: 561-655-9537
Fax: 561-655-9704

By: _____

Date: _____

Marcy I. LaHart
Fla. Bar No.: 0967009

GIBSON & LOGGINS, P.A.
Attorneys for Applicant
303 Banyan Blvd., Suite 400
West Palm Beach, FL 33401
Tel.: 561-655-8686
Fax: 561-832-6236

By: Kathleen J. Loggins


Date: 8/9/04

Kathleen J. Loggins
Fla. Bar No.: 559016

AGREED ORDER APPROVING SETTLEMENT AGREEMENT**Case No. 50-2004CA004033XXXXMB AE**

This case having come before the Court for approval of the above Settlement Agreement entered into by all parties to this suit, and the Court having considered same, it is **ORDERED AND ADJUDGED** that the Settlement Agreement is approved and the parties are ordered to abide by its terms, with this Court reserving jurisdiction to enforce its terms.

DONE AND ORDERED in chambers in West Palm Beach, Florida this 23rd day of August, 2004.



Circuit Court Judge

Conformed copies:

Kathleen Loggins, Esq., Gibson & Loggins, P.A., 303 Banyan Blvd., Suite 400, West Palm Beach, FL 33401

Terrell K. Arline, Esq., 3205 Brentwood Way, Tallahassee, FL 32309

Marcy I. LaHart, Esq., 711 Talladega Street, West Palm Beach, FL 33405

Thomas J. Baird, Esq., 11891 U.S. Highway One, Suite 105, North Palm Beach, FL 33408

AGREED ORDER APPROVING SETTLEMENT AGREEMENT

Case No. 50-2004CA004027XXXMB

Division: AY

This case having come before the Court for review of the Settlement Agreement entered into by all parties to this suit, and the Court having considered same, it is **ORDERED AND ADJUDGED** that the Settlement Agreement is approved and the parties are ordered to abide by its terms, with this Court reserving jurisdiction to enforce its terms.

DONE AND ORDERED in chambers in West Palm Beach, Florida this ____ day of _____, 2004.

Circuit Court Judge

Conformed copies:

Kathleen Loggins, Esq., Gibson & Loggins, P.A., 303 Banyan Blvd., Suite 400, West Palm Beach, FL 33401

Terrell K. Arline, Esq., 3205 Brentwood Way, Tallahassee, FL 32309

Marcy I. LaHart, Esq., 711 Talladega Street, West Palm Beach, FL 33405

Thomas J. Baird, Esq., 11891 U.S. Highway One, Suite 105, North Palm Beach, FL 33408



Town of Lake Park

535 Park Avenue,
Lake Park, Florida 33403
www.lakeparkflorida.gov

THE TOWN OF LAKE PARK, FLORIDA

SITE PLAN REVIEW COMMENTS

Date: November 10, 2004
Discipline: Community Development Director
Reviewed by: Larry Szynkowski, AICP
Phone No.: 561-881-3318
Fax No.: 561-881-3323

Application No.: SP-03-06
Project Name: Ahrens: One Park Place
Internal Job No.: 02-2748-19

Comments Based on Plan Submittal Date: November 5, 2004

No comments
 Comments as followed or attached

REQUIREMENTS

1) Planning: Jamie Gentile

These items were requested and are still outstanding:

- 1) Provide details and elevations for proposed covered parking structures. **Sheet 111, the detail of the automobile canopy along the northern property line should include color specifications (and color chips) and material listing. Architectural style of the canopy is incompatible with the architectural style of the building. Staff recommends some modification to the canopy so the design of the primary structure is carried throughout the site.**

2) **Lighting/Photometric Plan:** (sheet 110)

Provide a light fixture details, pole and mounting details, fixture specifications for all proposed light fixture types. Sections of the surface parking area do not achieve 1.0 footcandle maintained of light. Adjust lighting layout and photometric plan to achieve one footcandle maintained.

Are both the S3 and M1 light fixtures reflective of the proposed light detail? If so, indicate on this via a not on the plan and detail. If not, provide additional light details with proper fixture type and pole length as indicated in the varying mounting heights. Are the M1 light fixtures wall mounted? If so indicate fixture detail, finish, etc. Please ensure compatibility with building finishes and colors.

Provide pole and light fixture finishes and color.

At permitting, provide additional detail for the VP light fixtures, type of light, mounting onto carports, etc.

If pole mounted, it appears the M1 fixtures impede handicap accessibility at drop curb locations. Adjust location of light fixtures to ensure clear accessibility.

3) Does not meet minimum loading space dimensions

15' wide x 35' long – required

12' wide x 18.5' long – proposed

Waiver required for reduction in dimensions

Staff is aware parking standards were removed from PADD to encourage a New Urbanist development type. While this applies particularly to a movement back to the pedestrian form, loading spaces should be built conforming to standard size to minimize the anticipated obstruction of parking spaces and/or traffic.

4) Page 101 depicts a black chain link fence along the northern property line. On the elevations this fence is shown as a metal picket. Alter either plan to reflect actual proposed. Staff would recommend more decorative picket style. Staff continues to recommend the metal picket through the site. Should the Commission choose to remain with the chain link along the parking portion of the northern property line staff requests the chain link fence detail indicate black vinyl coated. The detail currently reads "standard galvanized" with no reference to coating.

5) Page 101, under Site Data, required setbacks for east and west boundaries of the property are show as 0'0" when they are 5'0". Please adjust plans to reflect the accurate information. Plans were adjusted incorrectly. "Required Setbacks" for the east and west sides should be 5'0" and the "Proposed Setbacks" for the east and west sides should be 0'0".

6) Dumpster location(s) showing a slatted chain link gate. Use other opaque material for the gate. At the applicant's request, staff submits that gates constructed of pressure treated wood, IPEA wood, or recycled plastic lumber painted to match the structure would visually screen in an aesthetically pleasing manner, more so than slatted chain link fencing.

7) Elevations must be marked with finished floor, roof and parapet elevations. OK

8) Sheet 101, Site Data, indicate "Setbacks" at bottom of table are "Building setbacks" rather than a setback to the parking lot, fence or covered parking structure. OK

New items:

1) Currently, discrepancies exist between the Index on the title page and the remaining plan structure. Some pages are missing

- 103 – Drainage
- 105 – Sections, Views and Details
- 209 and 210, if shown out of a possible 10 pages for irrigation and landscaping
- A-100, Ground Floor Plan (West)
- A-201, South Elevation

Additionally, some pages were duplicated, some had inconsistencies between the Sheet Title and what is actually shown on the sheet, and there are additional pages included which are not listed in the Index. Although this may seem trivial, during the permitting process it is crucial to have plans labeled correctly as it is not always the same staff reviewing the plans.

2) Landscape/Irrigation: Paul Guariglia, RLA

Landscape Comments:

- 1) Insufficient trees planted along northerly property line to buffer adjacent residential from proposed development. Twenty (20) code trees required along the northerly property line. **Provide calculations for required code trees. If an insufficient number of trees are proposed, provide justification and means for mitigation.**
- 2) Provide tree requirement calculations on landscape plans or specification sheet.
- 3) Provide required landscape area and calculation per the PADD Ordinance. 10% of total lot area. **Include the detention lot (3,994 square feet) in total project area. Adjust calculation to reflect total site area, and a minimum of 10% landscaped area.**
- 4) Sheet L-1:
 - a) Note 1. Amend note to read: "should they be found during relocation, will be removed and ~~not replanted~~ replaced with an equal Sabal Palm satisfying minimum code tree requirement
 - b) Note 2. Amend note to read: "replaced as street trees in the existing quantities", and satisfying the minimum code tree requirements.
- 5) Sheet 202:
 - a) Existing Coconut Palm in southeast corner of tract of land indicated on Sheet L-1 to be removed, conveyed on Sheet 202 as existing to remain. If in good condition, can this tree be relocated?
- 6) Sheet 203:
 - a) Central Courtyard:
 - i) Provide specifications, manufacturer, style, finish, and construction detail, etc. for proposed 5' diameter tree grate. **Provide color and finish of proposed tree grate.**
- 7) Sheet 204:
 - a) Provide complete plant specifications to include minimum container size, tree and shrub heights and spreads, spacing, etc at time of planting.
 - b) Plant quantity discrepancies exist between proposed plants depicted and labeled on the plan and those indicated on the Plant List for the following materials:

- i) Wax Jasmine
- c) The following comments pertain to the Landscape and notes on Sheet 204.
 - 27. Details specify 2" shredded cypress or pine mulch while note 27. provides a mulch option. **Make type of proposed mulch consistent between notes and details. Add a clause to note 27 requiring 3" mulch depth to be maintained per code requirement sec. 32-146 (h) Planting (14) Nonliving landscape material requirements c.**
 - 32. Last sentence: "Plants" shall be guaranteed for 120 days, palms for six months. **Plants- shrubs, vines, groundcovers, etc.? Clearly define, or specify what is meant by "plant".**
- 8) Please ensure conformance with (17) Landscaping of Section 32-50 Park Avenue Downtown District:
 - b. Parking lots. Parking lots, whether a principal or accessory use shall provide landscaping consistent with the requirements of this section.
 - 10. At least (50) percent of the landscape materials within the parking lot shall conform to the materials installed by the town as part of the Park Avenue improvements. The remaining materials may be selected from the list in section 32-50(17)c10. Provide calculations ensuring conformance with this code provision. **Provide calculation to ensure conformance with this code provision.**
 - c. New construction and substantial revision. New construction or substantial renovation shall conform to the requirements of this section.
 - 1. Area to be landscaped. At least ten (10) percent of the total lot area, excluding any area utilized for required parking, shall be landscaped. **Provide an accurate lot area calculation ensuring conformance with this code provision.**
 - 7. Materials utilized. At least fifty (50) percent of all trees utilized shall be consistent with the species used for the Park Avenue improvements, or species utilized or required by the town for alley improvements. The remaining trees shall be selected from the list provided in section 32-50(17)c10. **Provide calculation to ensure conformance with this code provision.**

Irrigation Comments: (Sheets 205-208)

- 1) Provide proposed pump detail and specifications. Will a booster pump be required to achieve the 70 GPM required to run the system depicted on Sheets 205 and 206? If so, please provide detail and specifications for the booster pump. **Per response comments, shop drawings will be provided by the irrigation contractor and well driller and approved by the Landscape Architect.**

3) Engineering

Seacoast: Bruce Gregg

- 1) As of 11-09-2004 no comments had been received by CGA Staff.

Public Works: Paul Carlisle

1. As of 11-09-2004 no comments had been received by CGA Staff.

Civil Engineering: Mike Roach

General Comments: **Sheet 103 of the engineering plans is missing therefore, review is incomplete. Response comments from the owner are also incomplete; owner did not address engineering comments (New Items) 7, 8, and 9.**

These items were requested on the March 5, 2004 site plan review and are still outstanding:

- 1) Drainage Calculations, exfiltration calculations. **Can not verify calculations vs. Plan sheet as Sheet 103 is missing**
- 4) Show permits that permit offsite drainage. The south side of the project appears to drain offsite to existing drains along Park Ave. Drainage also appears to be draining offsite at the east and west entrances on the north side. **OK**
- 5) Need to show conflicts between water and storm & storm and sewer etc. **This is incomplete, water/sewer conflicts are not shown with the storm sewer.**
- 6) Show breaks in the exfiltration trench where the water/sewer cross it as per Palm Beach County Health. **As-builts need to reflect the minimum calculated exfiltration is provided.**

New Items

- 1) Provide structure info for the northwest onsite structure (sheet 103). **Sheet 103 is missing, cannot verify change.**
- 2) Extruded Curb and Wheel Stop details show 1" Type S-3 Asphalt, but Typical Paving Section and Site paving Specifications state 1 ½" Type S-3. Please correct. (Sheet 102). **OK**
- 3) Typical Paving Sections call for Modified F.D.O.T. Type "D" Curb per sheet 101. There is no reference to the Modified "D" on sheet 101. (Sheet 102). **OK**
- 4) Need to label pipe size and length that runs from the control structure to the existing structure. Inverts of all pipes are also needed at the existing Structure. (Sheet 103). **Sheet 103 is missing cannot verify change.**
- 5) Show proposed/existing grades for entrance road into the project on sheet 103. **Sheet 103 is missing cannot verify change.**
- 6) Verify elevations at the mitered end section. Mitered end I.E. is 10.0' but the bottom of the Swale is 1' higher at 11.0'on Sheet 103. Clarify.
- 7) Show pipe cover for 24"CAP at the west entrance is sufficient. **Sheet 103 is missing, cannot verify change.**
- 8) Section A-A on sheet 104 does not match plan section on sheet 103. Both grades and dimensions appear to conflict. **Sheet 103 is missing, cannot verify change.**
- 9) Show where section B-B is located on the drainage plan sheet (sheet 103). **Sheet 103 is missing, cannot verify change.**

Transportation Engineering: Eric Penfield

- 1) While it appears the Applicant is reducing the proposed development intensity of this project from a previously approved development (likely lessening traffic impacts for this site), the Applicant should provide a traffic equivalency statement indicating the number of trips generated by the revised project is equal to or less than the traffic generated by the previously approved project. Further, the Applicant should provide documentation from Palm Beach County Traffic Division approving the equivalency statement and indicating the site continues to satisfy the Traffic Performance Standards.
- 2) The throat of the driveway connection to 9th Street is proposed to be horizontally offset to the south approximately 30 feet east of 9th Street. This offset should be designed to utilize a radius to

gradually transition into the offset, rather than use a sharp angular change in alignment. Please note to identify the proposed radius used to transition into the horizontal alignment change.

- 3) The proposed two-way driveway connection along the east side of the site is located approximately 90 feet north of the intersection of Park Avenue and 9th Street. Per the Town's Code of Ordinances, the distance between driveways along collector streets shall be a minimum of 200 feet. As a result, the Applicant must revise the proposed access connection locations accordingly. *Also per Code, street connections shall be permitted by the Town's building director, and can be approved for distances less than the minimum at his/her discretion.*
- 4) It appears access to the alley north of the building towards 9th Street will have gated-entry. In addition, gated-entry also appears to be provided at the connection to 8th Street, approximately 10 feet west of 8th Street. Assuming these gates will control access to the site at all times of the day, the Applicant must provide a queuing study, signed and sealed by a registered professional engineer in the State of Florida, for each driveway connection detailing the anticipated queue length during the AM and PM peak hour of operation. The study should indicate whether or not adequate vehicular storage is provided to accommodate the demand without impacting internal traffic operations, or external traffic operations on 8th Street and 9th Street. *It is strongly suggested the Applicant meet with staff to develop an acceptable study methodology, thus minimizing unnecessary project delays. We offer our services to assist in the development of the methodology.*
- 5) The Applicant shall provide, on both the Landscaping plans and the Signing and Pavement Marking Plan/Site Plan, sight distance triangles at the access connection(s) to 9th Street and 8th Street, per FDOT Index 546. Within these restricted sight distance areas, foliage and objects, such as the monument sign, must be either below 30 inches or greater than eight (8) feet in height as measured from the edge of the roadway to the bottom of the canopy. This will ensure drivers exiting the site can safely complete their intended turning maneuver. *Please note the sight distance triangles must be located relative to the approximate location of a typical stopped driver at a stop-controlled intersection approach.*
- 6) The Applicant must revise the detail outlining the proposed pavement markings for a typical handicap parking space per the 2004 FDOT Index 17346. Chevron handicap parking space pavement markings within the aisle should be white, and six (6) inches in width, and there should be three (3) chevrons, angled upward to the right at a 60-degree angle, that are evenly spaced within the aisle. The edge line pavement markings for the handicap space detail should indicate a 6-inch inner blue line with a 2-inch gap separating a 6-inch outer white line. *(May be addressed during Engineering Permit)*
- 7) Handicap parking signs should adhere to the standards established in the 2004 FDOT Index 17355, specifically FTP-21-04 (the larger sign) and FTP-22-04. These sign specifications should be explicitly shown in a detail. *(May be addressed during Engineering Permit)*
- 8) The Applicant must identify the proposed width of the solid white edge lines of typical parking spaces are six (6) inches, per 2004 FDOT Index 17346. *(May be addressed during Engineering Permit)*

5) FIRE RESCUE:

- 1) As of 11-09-2004 no comments had been received by CGA Staff.



The Town of Lake Park

Community Development Department
LETTER OF TRANSMITTAL

TO: Jamie Gentile, CGA
Eric Penfield, CGA
Paul Guariglia, CGA
Tracy Robb, CGA
Paul Carlisle, Public Works
Bruce Gregg, SUA
Randy Brame, PBC Fire-Rescue ✓
Doug Drymon, Town Manager

DATE: October 7, 2004
PROJ. NO: 02-2748.
RE: One Park Place

WE ARE SENDING YOU Attached Under Separate cover via
the following items:
 Shop drawings Prints Plans
 Copy of letter Change Order Other

| COPIES | DATE | NO. | DESCRIPTION |
|--------|----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | 10/07/04 | | Site Plan, with Site Demolition Plan, Conceptual Drainage, Conceptual Water/Sewer Utilities Plan. Pollution Prevention Plan, Photometrics Plans, Landscape Plan, Irrigation Plan. Ground Floor Plan, Roof Plan. South Elevation, North Elevation, East Elevation |
| | | | |
| | | | |
| | | | |
| | | | |

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE 20
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other: _____
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints.

REMARKS:
Please review the attached plans and provide comments as soon as possible
Fire Rescue has no comments or issues with this site plan.
Randall B _____ 10/12/04

COPY TO: File w/ attachments

SIGNED: 

Larry Szynkowski, AICP
Community Development Director



EXECUTIVE OFFICE

Seacoast Utility Authority

Mailing Address:
P.O. Box 100602
Palm Beach Gardens,
Florida 33410-8602

October 11, 2004

VIA FAX: 684-6360

Mr. Larry Szykowski
Town of Lake Park
Community Development Department
535 Park Avenue
Lake Park, Florida 33403

Dear Mr. Szykowski:

RE: One Park Place

We offer the following comments on your transmittal dated October 7, 2004 concerning the referenced project.

1. The applicant needs to make a formal water and sewer plan submittal to Seacoast; it appears that some water meters have been placed too close to FPL poles and that the proposed location of the grease traps will not be accessible. We will also need a water and sewer service demolition plan.
2. The applicant needs to revise the site plan to show the fire line, water meters and grease traps.
3. The landscape plans for the Central Courtyard (sheet 203) do not extend to the north property line and address conflicts with utilities in the area.
4. The applicant needs to submit a detail for the proposed covered tenant parking so that we can evaluate setback requirements. In addition the covered tenant parking is not shown on east and west elevations on sheet A-203.

Please call if you require additional information.

Sincerely,

SEACOAST UTILITY AUTHORITY

Bruce Gregg
Bruce Gregg
Director of Operations

TX'D 11/10/04
WILL CALL FRIDAY

dp

cc: R. Bishop
J. Callaghan
J. Lance

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

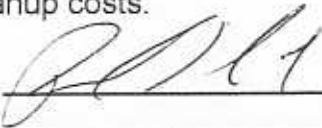
Meeting Date: November 17, 2004


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: Disaster Relief Funding Agreement

RECOMMENDED MOTION/ACTION: The Town Commission make a motion authorizing the Town Manager to execute the Disaster Relief Agreement for reimbursement of disaster cleanup costs.

Approved by Town Manager  Date: 11/10/04

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: | Costs: \$ _____ Funding Source: _____ Acct. # _____ | Attachments: Agreement Resolution |
| 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 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: As a requirement for the Town to receive reimbursements for disaster recovery we need to execute the Agreement with the Department of Community Affairs. The Agreement requires documentation (resolution) that authorizes the person to sign on behalf of the Town. Staff is recommending that the Town Manger be authorized to sign the documents due to the frequency and the volume of the documents that need to be signed for the reimbursements.

RESOLUTION NO. ___-2004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE DISASTER RELIEF FUNDING AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS FOR STORM RELATED DAMAGE REIMBURSEMENT; 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 having received damage directly related to hurricane Frances; and

WHEREAS, the Town desires to enter into an Agreement with the Florida Department of Community Affairs for reimbursement of cost incurred as a result of storm related damage and;

WHEREAS, the Town Commission has determined that it is in the best interests of the citizens of the Town to enter into an Agreement with the Florida Department of Community Affairs for storm related damage reimbursement.

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

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

That the Town Manager is hereby authorized and directed to execute the

Agreement for reimbursement with the Florida Department of Community Affairs for costs associated with storm related damage.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

September 28, 2004

RECEIVED
10/26/04

MEMORANDUM

TO: All Sub-grantees for Public Assistance Disaster Relief Funding

VIA: Frank J. Koutnik
Deputy State Coordinating Officer for Recovery

FROM: Del Streid
State Public Assistance Officer

SUBJECT: Disaster Relief Funding Agreement

Enclosed is the original Disaster Relief Funding Agreements for Federal and State assistance for Hurricane Frances FEMA-1545-DR-FL. The funding agreement will provide funds for eligible disaster relief activities specifically described in approved Project Worksheets (PWs).

Please print or type the name and title of the authorized agent with the address where the State is to submit official notices and payments under the Agreement (page 9, Paragraph 25). The authorized agent (also referred to as the Primary Agent) is the person responsible for signing all official documentation sent to us (request for payment, time extension requests, certification of Project Listings, etc.) and ensuring documentation is available for Final Inspection and audit.

Signature Authority: The person signing the Agreement should be the chief executive official for your organization: Mayor for cities and towns; Chairman of the Board of County Commissioners for counties; Chief Executive Officer of private nonprofit organizations; Agency Head or Secretary of State Departments. Please submit documentation verifying signature authority for all others. Documentation stating delegation of authority should be one of the appropriate examples listed below:

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

MEMORANDUM

September 28, 2004

Page Two

1. For counties, a board resolution or meeting minutes confirming the signature authority.
2. For cities, a city commission resolution, meeting minutes, or a copy of the page(s) from the city charter authorizing the signature.
3. For private nonprofit organizations, a copy of the page from your charter specifying the position authorized to sign contracts, a board resolution or meeting minutes authorizing signature.
4. For state agencies delegation of authority signed by the Secretary or Agency Head.

The State of Florida Public Assistance Office is managing the current disasters in Orlando, Florida at the Disaster Field Office. Please forward the completed Agreement for Frances FEMA-1545-DR-FL excluding all attachments to:

Disaster Field Office
100 Sunport Lane
Sunport Center
Orlando, Florida 32809
ATTN: Del Streid, Public Assistance

Should you have any questions, please feel free to contact Gary Freerksen, Deputy State Public Assistance at (407) 858-2817 or by email: gary.freerksen@dca.state.fl.us.

DS/

Enclosures

STATE OF FLORIDA
Department of Community Affairs

DISASTER RELIEF FUNDING AGREEMENT

Agreement No. 05-PA-G%-10-60-02-983

CSFA No. 52600308; **CFDA No.** 97.036

Subgrantee: Lake Park, Town Of

FIPS No. 099-38600-00

This Agreement is between the State of Florida, Department of Community Affairs (hereinafter referred to as the "Grantee") and, the undersigned State Agency or political subdivision of the State (hereinafter referred to as the "Subgrantee"). This Agreement is based on the existence of the following facts and conditions:

A. WHEREAS, Hurricane Frances beginning September 1, 2004, and thereafter, had a devastating impact upon the State of Florida. The severity of the damage and losses resulted in a proclamation of emergency by the Governor in Executive Order 04-192. In consequence of the Event, the President of the United States on September 16, 2004, declared Major Disaster No. FEMA-DR-1545-FL in all counties in the State of Florida. As a result, the Public Assistance Program was made available to eligible applicants in these Declared counties; and,

B. WHEREAS, a FEMA-State Agreement between the State of Florida and the Federal Emergency Management Agency governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and,

C. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and,

D. WHEREAS, the Grantee receives these grant funds from the State of Florida and the federal government, and has the authority, under Section 252.373, Fla. Stat. to disburse these funds to the Subgrantees upon the terms and conditions hereinafter set forth; and,

E. WHEREAS, a Budget Amendment has been prepared and is being considered to provide for the necessary funds and authority for this event. Under the Emergency Management Act, as amended, the Department has authority to administer federal financial assistance from the Federal Emergency Management Agency consequent to a presidential declaration of disaster.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121-5201; 44 C.F.R. Part 206; and applicable policies of the Federal Emergency Management Agency.

B. "FEMA-State Agreement" is the agreement dated September 4, 2004, between the Federal Emergency Management Agency and the State of Florida, for the Major Disaster No. FEMA-1545-DR-FL.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of 44 C.F.R. Parts 13 and 206, and the policies of the Federal Emergency Management Agency.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the projects approved by the Grantee and the Federal Emergency Management Agency, as specified in the approved Project Worksheets. Allowable costs shall be determined as per 44 C.F.R. Parts 13 and 206, which shall be ninety (90) percent of all eligible costs.

A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the Florida Legislature, the Grantee may provide some portion of any nonfederal share for local government and private non-profit Subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.

B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or Federal Emergency Management Agency that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.

C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

A. Subgrantee shall without delay advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. Subgrantee shall reimburse Grantee without delay for any duplicate benefits Subgrantee may receive from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee, to the extent of any such duplication.

B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee or the Chief Financial Officer-Department of Financial Services of the State of Florida the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government Comprehensive Plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure

that the project complies with the contract documents.

ARTICLE VI. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

A. Subgrantee shall submit the following documentation for Large Projects (the Small Project threshold for this declaration is \$54,100).

1. A Request for Advance or Reimbursement conforming to the attached sample.
2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment B, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like;
3. A request for final inspection;
4. A signed Project Completion and Certification Report upon the completion of all projects; and
5. The Project Completion and Certification Report specified by Paragraph B of this Article.

B. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.

C. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.

ARTICLE VII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be ninety (90) percent of such costs, unless a higher percentage is approved, of such costs and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206 and do not require matching funds may also be funded by FEMA.

ARTICLE VIII. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures.

A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the Federal Emergency Management Agency of its approval of the pertinent Project Worksheet.

B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after Subgrantee has delivered the following documents to Grantee:

1. A Request for Advance or Request for Reimbursement Form conforming to the sample attached to this Agreement as Attachments A or Attachments C;
2. A Schedule of Projected Expenditures or Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment B or Attachment D which shall be supported by original documents

such as contract documents, invoices, purchase orders, change orders and the like; and,

3. A letter or notification certifying that the reported costs were incurred in the performance of eligible work.

C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:

1. Subgrantee shall demonstrate to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

2. Subgrantee shall submit to Grantee the budget supporting the request;

3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, and specifying the amount of funds requested;

4. Subgrantee shall submit a completed Request for Advance or Reimbursement Form; and,

5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.

D. Subgrantee may make improvements to the project facility in conjunction with its restoration of the facility to its pre-disaster condition in accordance with 44 C.F.R. Part 206 with the prior written approval of Grantee.

E. In any case in which Subgrantee certifies to Grantee in writing that the restoration of a damaged public facility to its predisaster condition is not in the best interest of the public, Subgrantee may request Grantee and the Federal Emergency Management Agency to approve an alternate project in accordance with 44 C.F.R. Part 206 before the commencement of any work.

F. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the Federal Emergency Management Agency that a previous disbursement of funds under this Agreement was improper.

ARTICLE IX. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

A. Subgrantee shall have completed the project;

B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;

C. In the case of Large Projects, the Grantee shall have performed the final inspection;

D. In the case of Small Projects, the Project Listing and Certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and,

E. Subgrantee shall have requested final reimbursement.

ARTICLE X. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 C.F.R. Part 13, as amended;

B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended;

C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended; and

D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations," as amended.

E. Subgrantee will maintain all documentation concerning the projects funded under this Agreement until the occurrence of the following events, whichever is the later:

1. The completion of final inspection and final audit, and the final resolution of any issues identified in the same; or,
2. The expiration of three (3) years from the date of final disbursement under this Agreement.

F. Subgrantee shall make all documentation concerning the projects funded under this Agreement available and accessible to the Comptroller General of the United States, the Grantee, and the Federal Emergency Management Agency between 8:00 a.m. and 5:00 p.m. on weekdays other than official holidays.

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the Federal Emergency Management Agency or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

ARTICLE XII. Audit. Subgrantee shall submit an Audit of Agreement Compliance to Grantee, and shall have an independent audit performed by a Certified Public Accountant if its total expenditures of federal financial assistance for the most recent fiscal year equal or exceed \$500,000.00.

A. Subgrantee will conduct the audit in accordance with the following requirements:

1. The standards established by the Comptroller General of the United States, as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions;
2. The standards established by the American Institute of Certified Public Accountants;
3. The requirements of § 11.42, Fla. Stat., and the Rules of the Auditor General;
4. The requirements of the Single Audit Act of 1984, Pub. L. 98-502, as amended, 31 U.S.C. §§ 7501-7507, to the extent here applicable; and,
5. Office of Management and Budget Circular No. A-133, as amended, to the extent here applicable.

B. The audit shall be identified by the serial contract identification number for this Agreement. If the Subgrantee is a private nonprofit organization, it shall submit an organization-wide audit.

C. The audit shall be due not later than seven (7) months after the close of the fiscal year for Subgrantee except where Grantee and Subgrantee have mutually agreed upon another date.

D. Subgrantee shall conduct such additional audits as Grantee or the Federal Emergency Management Agency may determine necessary to determine the adequacy, accuracy, and reliability of the internal procedures

Subgrantee has in place to protect its assets and to ensure compliance with this Agreement.

E. If this Agreement is closed out without an audit, Grantee may recover from Subgrantee any disallowed costs identified in an audit after such closeout.

ARTICLE XIII. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Articles XVIII and XXIII of this Agreement.

ARTICLE XIV. Nondiscrimination by Contractors. Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement, as per 44 C.F.R. Parts 7 and 16, and 44 C.F.R Part 206. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R Part 17.

ARTICLE XV. Modification. The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a project Worksheet shall be noted in a Supplemental Project Worksheet for the project. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVI. Time for Performance. Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the Federal Emergency Management Agency, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. For Large Projects the Summary of Documentation and the supporting documents identified in Article VI of this Agreement shall be submitted to the Grantee not later than sixty (60) days after the date of the last modification extending the Agreement. Subgrantee shall submit the completed Project Listing to Grantee not later than thirty (30) days from the completion of all work, or the approval of the Final Inspection by the Federal Emergency Management Agency, whichever is later. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied, Subgrantee shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XVII. Contracts With Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract.

ARTICLE XVIII. Termination. Either of the parties may terminate this Agreement by notice in writing delivered to the address specified in Article XXV of this Agreement. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XIX. Liability. Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered by § 768.28(5), Fla. Stat., the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by to third parties in connection with the performance of this Agreement,

holding Grantee and Subgrantee harmless from the same. Also:

A. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.

B. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

C. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XX. Reports. Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment C. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

ARTICLE XXI. Standard Conditions. Subgrantee agrees to the following conditions:

A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the disbursement to Grantee of federal funding in accordance with § 252.37(4), Fla. Stat.

B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

C. Grantee may terminate this Agreement for refusal by the Subgrantee and its contractors and subcontractors to allow public inspection of any records subject to the disclosure requirements in § 119.07(1), Fla. Stat., that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement. Substantial evidence of noncompliance by Subgrantee or its contractors and subcontractors with these requirements shall constitute the nonperformance of a condition under this Agreement, and shall be adequate cause for termination.

D. Subgrantee agrees that no funds disbursed to it under this Agreement will be used for the purpose of lobbying the Legislature or any of its members, any employee of the State of Florida, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress, in connection with this Agreement or any modifications to this Agreement.

E. Subgrantee certifies that it possesses the legal authority to receive the funds.

F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.

ARTICLE XXII. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the Federal Emergency Management Agency, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without

delay.

ARTICLE XXIII. Events of Default, Remedies, and Termination.

A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement or any previous agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or,
4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the Congress, Legislature, Office of the Comptroller or Office of Management and Budget.

B. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Article XXV of this Agreement, such notice to take effect when delivered to Subgrantee;
2. Commence a legal action for the judicial enforcement of this Agreement;
3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and,
4. Take any other remedial actions that may otherwise be available under law.

C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or non-performance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Any deobligation of funds or other determination by the Federal Emergency Management Agency shall be addressed in accordance with the regulations of that Agency.

E. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.

F. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in Leon County, State of Florida.

G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the Federal Emergency Management Agency should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXIV. Attachments.

A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

C. This Agreement has the following attachments:

1. Attachment A "Request for Advance"
2. Attachment B "Summary of Projected Expenditures"
2. Attachment C "Request for Reimbursement"
2. Attachment D "Summary of Documentation of Expenses Claimed"
3. Attachment E "Quarterly Report Form"
4. Attachment F "Subgrantee Annual Budget Projection Form"

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the DEM website: www.floridapa.org.

ARTICLE XXV. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by Internet, by telefacsimile, by hand, or by certified letter to the following respective addresses.

FOR THE GRANTEE:

W. Craig Fugate, Director
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:

ARTICLE XXVI. Designation of Agent. Subgrantee hereby designates _____

as its primary agent, and designates _____ as its alternate agent, to execute any Request for Advance or Reimbursement, certification, or other necessary documentation.

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF COMMUNITY AFFAIRS,
State of Florida, By:

W. Craig Fugate, Director
Division of Emergency Management

(Date)
Public Assistance Program
Program

FOR THE SUBGRANTEE:

(Subgrantee)

(Name)

(Title)

(Date)

Federal Employer Identification Number (FEIN)

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
ATTACHMENT A
Request for Advance for Public Assistance Funds**

SUBGRANTEE NAME: _____ DISASTER NO: _____
 ADDRESS: _____
 DCA AGREEMENT NO: _____ FIPS NO: _____

| PW # | CATEGORY | % COMPLETE | PW ELIGIBLE AMOUNT | PREVIOUS PAYMENTS | CURRENT REQUEST |
|------|----------|------------|--------------------|-------------------|-----------------|
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TOTAL CURRENT REQUEST \$ _____

COMMENTS: _____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
ATTACHMENT B
SCHEDULE OF PROJECTED EXPENDITURES FOR ELIGIBLE DISASTER WORK (SOPE)

Date: _____

Subgrantee: _____ FIPS#: _____
 Disaster #: _____ Project Worksheet (PW) #(s): _____

| Applicant's Reference # (Warrant, Voucher, Claim or Schedule #) | Delivery Date of articles or performance of services. | <u>DOCUMENTATION</u> List Documentation (Applicant payroll, material out of applicant stock, applicant-owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services. | Applicant Eligible Costs (\$\$\$) |
|-----------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| | | | |
| Page Subtotal | | | |
| Current Expenditure Request (All Pages) | | | |
| Total PW Amounts for all Approved Versions | | | |
| Over or Under Run (<i>Final SOD Only</i>) | | | |

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
ATTACHMENT C
Request for Reimbursement for Public Assistance Funds**

SUBGRANTEE NAME: _____ DISASTER NO: _____
 ADDRESS: _____
 DCA AGREEMENT NO: _____ FIPS NO: _____

| PW # | CATEGORY | % COMPLETE | PW ELIGIBLE AMOUNT | PREVIOUS PAYMENTS | CURRENT REQUEST |
|------|----------|------------|--------------------|-------------------|-----------------|
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TOTAL CURRENT REQUEST \$ _____

COMMENTS: _____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE: _____
 NAME AND TITLE: _____ DATE: _____

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
ATTACHMENT D**

SUMMARY OF DOCUMENTATION OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK (SOD)

Date: _____

Subgrantee: _____ FIPS#: _____

Disaster #: _____ Project Worksheet (PW) #(s): _____

| Applicant's Reference # (Warrant, Voucher, Claim or Schedule #) | Delivery Date of articles or performance of services. | <u>DOCUMENTATION</u> List Documentation (Applicant payroll, material out of applicant stock, applicant-owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services. | Applicant Eligible Costs (\$\$\$) |
|-----------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| | | | |
| Page Subtotal | | | |
| Current Expenditure Request (All Pages) | | | |
| Total PW Amounts for all Approved Versions | | | |
| Over or Under Run (<i>Final SOD Only</i>) | | | |

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
SUBGRANTEE QUARTERLY REPORT FORM
ATTACHMENT E**

Subgrantee: _____ FIPS: _____ Disaster No. FEMA- _____ -DR-FL _____

Representative: _____ Phone: () _____ State Grants Manager: _____

Quarterly Report Period: ____Jan-Mar ____Apr-Jun ____Jul-Sep ____Oct-Dec Date Submitted: _____

| Project Worksheet Number & Version(s) | Category | Anticipated Completion Date | Percent Complete ^a | Status/Remarks ^b |
|---------------------------------------|----------|-----------------------------|-------------------------------|-----------------------------|
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^a Reflects work completed on the physical project. Information is required for FEMA Quarterly Reporting by the Grantee.
^b Utilize this to report potential delays, over/underruns, etc.

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
SUBGRANTEE ANNUAL BUDGET PROJECTION FORM
ATTACHMENT F**

Subgrantee: _____ FIPS: _____ Disaster No. FEMA- _____ -DR-FL

Representative: _____ Phone: () _____ State Grants Manager: _____

State Fiscal Year: _____ Date Submitted: _____

| Project Worksheet Number & Version(s) | Category | Anticipated Completion Date | Percent Complete ^e | Status/Remarks ^d | Jul-Sep (Year) | Oct-Dec (Year) | Jan-Mar (Year) | Apr-Jun (Year) |
|---------------------------------------|----------|-----------------------------|-------------------------------|-----------------------------|-------------------|-------------------|-------------------|-------------------|
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^e Reflects work completed on the physical project to date. Information required for the State's Fiscal Year Budget Projections. Due six months prior to the commencement of the new State's Fiscal Year.
^d Utilize this to report potential delays, over/underruns. Failure to accurately project quarterly needs may affect the availability of funds in a quarter, which is the basis of legislative requests for state match funding and federal pass through authority.

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: November 17, 2004

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 type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> DISCUSSION <input type="checkbox"/> BID/RFP AWARD <input type="checkbox"/> CONSENT AGENDA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: Salary for Mayor and Members of the Town Commission

RECOMMENDED MOTION/ACTION: To direct staff to prepare an Ordinance amending the Town budget to provide for an increase the current annual salary of the Mayor and members of the Town Commission from \$6,000.00 per year to an amount to be determined by the Commission.

Approved by Town Manager *[Signature]* Date: 11/10/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Town Manager | Costs: \$ _____ Funding Source: _____ Acct. # _____ | Attachments: Copy of 10/15/04 Memo and Updated Survey of Salary for Mayor and Other Elected Officials |
| Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ or Not applicable in this case <u>SMT</u> : Please initial one. |

Summary Explanation/Background:

RESULTS OF SALARY SURVEY FOR MAYORS AND OTHER ELECTED OFFICIALS
(Conducted September 2004; updated on November 8, 2004)

| Municipality | Salary of Mayor | Salary of Vice Mayor | Salary of Council Member or Other Elected Official |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------|
| City of Atlantis | \$8,400.00 per annum | Not provided | For Treasurer, \$7,400.00 per annum; for Councilmember, \$6,400.00 per annum |
| Town of Hypoluxo | \$250.00 per mtg. | Same as Mayor | \$50.00 per month for expenses |
| Town of Highland Beach | \$15,000 per annum | Same as Mayor | \$12,000.00 per annum |
| Town of Jupiter | \$16,440.00 per annum | Same as Mayor | \$14,640.00 per annum |
| Town of Manalapan | No Salary | No Salary | No Salary |
| City of Greenacres | \$7,500.00 per annum | N/A | \$6,000.00 per annum |
| Village of Royal Palm Beach | \$3,221.16 per annum auto allowance plus \$7,759.96 per annum salary | Same as Mayor | Same as Mayor |
| City of West Palm Beach | \$125,000.00 per annum plus benefits | N/A | \$30,000.00 per annum plus benefits |
| City of Belle Glade | \$8,112.00 per annum | \$7,436.00 per annum | \$6,670.00 per annum |
| City of Boynton Beach | \$12,000.00 per annum | \$9,000.00 per annum | \$9,000.00 per annum |
| Town of Mangonia Park | \$4,800.00 per annum | \$4,800.00 per annum | \$4,800.00 per annum |
| Village of Tequesta | \$3,000.00 per annum | \$3,000.00 per annum | \$3,000.00 per annum |
| Town of Lake Clarke Shores | \$1,200.00 per annum | \$1,200.00 per annum | \$1,200.00 per annum |
| City of Delray Beach | \$6,652.80 per annum | \$5,328.00 per annum | \$5,328.00 per annum |
| Town of Lantana | \$1,500.00 stipend plus \$3,600 per annum salary | \$100.00 stipend plus \$2,400.00 per annum salary | \$100.00 stipend plus \$2,400.00 per annum salary |
| City of Palm Beach Gardens | \$24,000.00 per annum | \$22,000.00 per annum | \$22,000.00 per annum |
| Village of Wellington | \$542.00 per month expense allowance plus \$3,600.00 Per annum salary | \$500.00 per month expense allowance plus \$3,600.00 per annum salary | Same as Vice Mayor |
| Village of Palm Springs | \$6,600.00 per annum | \$5,400.00 per annum | \$5,400.00 per annum |
| Florida League of Cities findings for cities of less than 10,000 in population | \$9,383.75 per annum average | \$8,015.00 per annum average | Same as Vice Mayor |

TAB 9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: November 17, 2004

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 type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> DISCUSSION <input type="checkbox"/> BID/RFP AWARD <input type="checkbox"/> CONSENT AGENDA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: Town Employee Pay Ranges

RECOMMENDED MOTION/ACTION: To direct staff to prepare an Ordinance amending the Town budget to provide for an adjustment to the pay ranges for Town Employees as approved by the Town Commission.


Approved by Town Manager  **Date:** 11/10/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Administrative Services | Costs: \$ _____ Funding Source: _____ Acct. # _____ | Attachments: Staff memorandum and attachments |
| Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance <u>APS</u> <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 checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> : Please initial one. |

Summary Explanation/Background:

MEMO

To: Mayor and Town Commissioners

From: Paul Carlisle
Interim Town Manager 

Bambi McKibbon-Turner
Personnel Director

Subject: Salary Survey for Town Employees

Date: November 9, 2004

During recent FY 2005 budget considerations, the Commission expressed an interest in looking into the possibility of increasing the salary range for Town employees. In order to initiate this process, we have prepared the attached spreadsheet based upon the 2004 Public Employers Personnel Information Exchange (PEPIE) Salary Survey as it pertains to positions within the Lake Park Classification Plan. The current Lake Park salary ranges for such positions have also been included in the spreadsheet.

In reviewing the attached information, it is apparent that the salary ranges for the Town of Lake Park are less than those set forth in the attached PEPIE survey findings. Additionally, there is a significant discrepancy between the minimum in the PEPIE survey and the minimum salaries for several Lake Park positions. The following breakdown sets forth key examples of this discrepancy:

| Position | PEPIE Minimum Salary | Lake Park Minimum Salary | Difference |
|-----------------------------------------------------------|----------------------|--------------------------|-------------|
| City Clerk | 57,411.00 | 32,793.00 | - 24,618.00 |
| Finance Director | 70,501.00 | 50,873.00 | - 19,628.00 |
| Library Director | 56,085.00 | 37,962.00 | - 18,123.00 |
| Public Works Director | 67,341.00 | 46,144.00 | - 21,207.00 |
| Recreation & Parks Director | 64,277.00 | 37,962.00 | - 26,315.00 |
| Human Resource Director | 65,530.00 | 32,793.00 | - 32,737.00 |
| Assistant to the City Manager | 56,369.00 | 34,433.00 | - 21,936.00 |
| Recreation Superintendent (Assistant Recreation Director) | 48,279.00 | 26,979.00 | - 21,300.00 |

| | | | |
|------------------------------------------------------------|-----------|-----------|------------|
| Public Works Crew Chief/Lead Worker (includes Crew Leader) | 28,251.00 | 21,774.00 | - 6,477.00 |
| Chief Automotive Mechanic (Vehicle Maintenance Foreman) | 36,197.00 | 26,465.00 | - 9,732.00 |
| Automotive Mechanic (Mechanic I) | 28,727.00 | 21,773.00 | - 6,954.00 |

In some instances, employees have reached the maximum of their salary range and are no longer entitled to merit increases (an important motivating factor) which are designed to reward employees in accordance with their level of job performance as evidenced by the outcome of their annual employee evaluations. While employees are still entitled to cost of living increases, their salaries remain less than equitable based upon the PEPIE survey because their maximum salary ranges do not rise in proportion to their cost of living increases.

The less than competitive nature of current Lake Park salaries makes it more difficult for the Town to attract and maintain a high performance workforce as the more qualified candidates seek higher paying positions.

In view of the above findings, staff recommends that the Commission consider bringing the pay ranges in line with the PEPIE averages, and also revising our pay policy to reflect additions to the pay ranges when a cost of living increase is approved by the Town Commission.

Attachments

Salary Survey Based Upon PEPIE Salary Survey 2004 for Current Town of Lake Park Positions

| | | 2004 PEPIE Salary Survey Findings | | |
|----------------------------------------------------------------------------------------------------|--|-----------------------------------|-----------|------------|
| Management: | | Minimum | Midpoint | Maximum |
| Town Manager | | Contract Employee | | |
| City Clerk | | 57,411.00 | 71,349.00 | 85,286.00 |
| Community Development Director | | 66,161.00 | 82,014.00 | 97,868.00 |
| Finance Director | | 70,501.00 | 87,566.00 | 104,632.00 |
| Human Resources Director (includes Personnel Director & Admin. Services Dir.) | | 65,530.00 | 81,777.00 | 98,023.00 |
| Risk Manager | | 55,334.00 | 65,593.00 | 83,851.00 |
| Library Director | | 56,085.00 | 70,412.00 | 84,740.00 |
| Assistant Library Director | | Job title not found | | |
| MIS Director (includes IT Director) | | 65,356.00 | 80,459.00 | 95,562.00 |
| Public Works Director | | 67,351.00 | 82,961.00 | 98,571.00 |
| Recreation and Parks Director | | 64,277.00 | 79,455.00 | 94,633.00 |
| Marina Manager | | Job title not found | | |
| Professional/Fiscal (First Level): | | | | |
| Assistant to the Finance Director | | Job title not found | | |
| Accountant | | 35,453.00 | 44,369.00 | 53,285.00 |
| Assistant to the City Manager | | 56,369.00 | 67,513.00 | 81,659.00 |
| Deputy City Clerk | | 35,530.00 | 44,703.00 | 53,735.00 |
| Administrative Assistant | | Same as Line 28 | | |
| General/Clerical: | | | | |
| Administrative Secretary (includes Administrative Assistant and Senior (i.e., Executive) Secretary | | 28,843.00 | 35,697.00 | 42,550.00 |

| | | | | | | | |
|-------------------------------------------------------------------------------------------|--|-----------|---------------------|-----------|--|-----------|--|
| Recreation and Parks: | | | | | | | |
| Recreation Superintendent (includes Assistant Recreation Director) | | 48,279.00 | | 60,237.00 | | 72,194.00 | |
| Building/Inspections: | | | | | | | |
| Code Compliance/Enforcement Officer | | 30,800.00 | | 37,715.00 | | 44,630.00 | |
| Public Works: | | | | | | | |
| Supervisor (includes Field Operations Mgr.) | | 35,680.00 | | 44,147.00 | | 52,614.00 | |
| Crew Chief/Lead Worker (includes Crew Leader) | | 28,251.00 | | 35,542.00 | | 42,233.00 | |
| Dockmaster | | | Job title not found | | | | |
| Solid Waste Heavy Equipment Operator (includes Equipment Operator II) | | 26,215.00 | | 32,916.00 | | 39,618.00 | |
| Maintenance Worker (Laborer) (includes Maintenance Worker II) | | 21,857.00 | | 26,570.00 | | 31,284.00 | |
| Chief Automotive Mechanic (includes Automotive Mechanic II & Vehicle Maintenance Foreman) | | 36,197.00 | | 45,001.00 | | 53,805.00 | |
| Automotive Mechanic (includes Mechanic I) | | 28,727.00 | | 35,671.00 | | 42,507.00 | |
| Custodian | | 20,878.00 | | 25,202.00 | | 29,526.00 | |
| Building Maintenance Worker (includes Craftsman I) | | 25,708.00 | | 31,749.00 | | 37,790.00 | |

| | | Current Town of Lake Park Salary Ranges | | | | | | | |
|----------------------------------------------------------------------------------------------------|----------------|-----------------------------------------|-----------|-----------|--|--|----------------------------------------|--|--|
| | | Minimum | Midpoint | Maximum | | | | | |
| Management: | | | | | | | | | |
| Town Manager | | Contract Employee | | | | | | | |
| City Clerk | | 32,793.00 | 39,466.00 | 46,139.00 | | | | | |
| Community Development Director | | 50,873.00 | 59,524.00 | 68,175.00 | | | (outsourced per survey) | | |
| Finance Director | | 50,873.00 | 59,524.00 | 68,175.00 | | | | | |
| Human Resources Director (includes Personnel Director & Admin. Services Dir.) | | 32,793.00 | 39,466.00 | 46,139.00 | | | | | |
| Risk Manager | | Handled by HR Director | | | | | | | |
| Library Director | | 37,962.00 | 45,687.00 | 53,412.00 | | | (no match per survey) | | |
| Assistant Library Director | | 29,744.00 | 35,796.50 | 41,849.00 | | | (per LP Classification Plan) | | |
| MIS Director (includes IT Director) | | 3,433.00 | 24,566.50 | 45,700.00 | | | (same as Assistant to TM) | | |
| Public Works Director | | 46,144.00 | 55,533.50 | 64,923.00 | | | | | |
| Recreation and Parks Director | | 37,962.00 | 41,824.50 | 45,687.00 | | | (same as Community Affairs Dir.) | | |
| Marina Manager | | 28,328.00 | 34,092.50 | 39,857.00 | | | | | |
| Professional/Fiscal (First Level): | | | | | | | | | |
| Assistant to the Finance Director | | 34,443.00 | 51,309.00 | 68,175.00 | | | | | |
| Accountant | | 28,328.00 | 34,092.50 | 39,857.00 | | | | | |
| Assistant to the City Manager | | 34,433.00 | 40,066.50 | 45,700.00 | | | (no match per survey) | | |
| Deputy City Clerk | | 32,000.00 | 36,924.50 | 41,849.00 | | | | | |
| Administrative Assistant | | 26,979.00 | 32,469.00 | 37,959.00 | | | (per LP Classification Plan) | | |
| General/Clerical: | | | | | | | | | |
| Administrative Secretary (includes Administrative Assistant and Senior (i.e., Executive) Secretary | | 26,979.00 | 32,469.00 | 37,959.00 | | | (per LP Classification Plan) | | |
| Recreation and Parks: | | | | | | | | | |
| Recreation Superintendent (includes Assistant Recreation Director) | (same as Commu | 26,979.00 | 32,469.00 | 37,959.00 | | | (same as Community Affairs Asst. Dir.) | | |
| Building/Inspections: | | | | | | | | | |
| Code Compliance/Enforcement Officer | | 26,979.00 | 32,469.00 | 37,959.00 | | | | | |

| PEPIE Midpoint Survey Verses Town Current Saleries | | | | | |
|----------------------------------------------------------------------------------------------------------|--|--------------------------|-------------------------------|--|-------------|
| | | PEPIE Survey Midpoint | Lake Park Current Salaries | | Difference |
| Management: | | | | | |
| Town Manager | | | | | |
| City Clerk | | 71,349.00 | 42,627.00 | | (28,722.00) |
| Community Development Director | | 82,014.00 | 64,260.00 | | (17,754.00) |
| Finance Director | | 87,566.00 | 56,181.00 | | (31,385.00) |
| Human Resources Director (includes Personnel Director & Admin. Services Dir.) | | 81,777.00 | 42,686.00 | | (39,091.00) |
| Risk Manager | | 65,593.00 | | | (65,593.00) |
| Library Director | | 70,412.00 | 55,577.00 | | (14,835.00) |
| Assistant Library Director | | | 31,593.00 | | - |
| MIS Director (includes IT Director) | | 80,459.00 | 47,543.00 | | (32,916.00) |
| Public Works Director | | 82,961.00 | 73,660.00 | | (9,301.00) |
| Recreation and Parks Director | | 79,455.00 | 52,901.00 | | (26,554.00) |
| Marina Manager | | | 39,857.00 | | 39,857.00 |
| | | | | | - |
| Professional/Fiscal (First Level): | | | | | - |
| Assistant to the Finance Director | | | 45,700.00 | | - |
| Accountant | | 44,369.00 | 38,759.00 | | (5,610.00) |
| Assistant to the City Manager | | 67,513.00 | 47,543.00 | | (19,970.00) |
| Deputy City Clerk | | 44,703.00 | 32,000.00 | | (12,703.00) |
| Administrative Assistant | | | 26,494.00 | | - |
| | | | | | - |
| General/Clerical: | | | | | - |
| Administrative Secretary (includes Administrative Assistant and Senior (i.e., Executive) Secretary | | 35,697.00 | 26,494.00 | | (9,203.00) |

| | | | | | | | | |
|-------------------------------------------------------------------------------------------|--|--|-----------|--|-----------|--|-------------|---|
| | | | | | | | | - |
| Recreation and Parks: | | | | | | | | - |
| Recreation Superintendent (includes Assistant Recreation Director) | | | 60,237.00 | | 26,979.00 | | (33,258.00) | - |
| | | | | | | | | - |
| Building/Inspections: | | | | | | | | - |
| Code Compliance/Enforcement Officer | | | 37,715.00 | | 37,959.00 | | 244.00 | - |
| | | | | | | | | - |
| Public Works: | | | | | | | | - |
| Supervisor (includes Field Operations Mgr.) | | | 44,147.00 | | 47,062.00 | | 2,915.00 | - |
| Crew Chief/Lead Worker (includes Crew Leader) | | | 35,542.00 | | 39,491.00 | | 3,949.00 | - |
| Dockmaster | | | | | 39,857.00 | | - | - |
| Solid Waste Heavy Equipment Operator (includes Equipment Operator II) | | | 32,916.00 | | 32,259.00 | | (657.00) | - |
| Maintenance Worker (Laborer) (includes Maintenance Worker II) | | | 26,570.00 | | 19,179.00 | | (7,391.00) | - |
| Chief Automotive Mechanic (includes Automotive Mechanic II & Vehicle Maintenance Foreman) | | | 45,001.00 | | 41,960.00 | | (3,041.00) | - |
| Automotive Mechanic (includes Mechanic I) | | | 35,671.00 | | 39,201.00 | | 3,530.00 | - |
| Custodian | | | 25,202.00 | | 26,227.00 | | 1,025.00 | - |
| Building Maintenance Worker (includes Craftsman I) | | | 31,749.00 | | 32,259.00 | | 510.00 | - |

| | | A | B | C | D | E |
|----|-------------------------------------|---|---|---|---|---------------|
| 1 | Town of Lake Park | | | | | |
| 2 | Classification Codes by Department | | | | | |
| 3 | 2003-2004 Budget | | | | | |
| 4 | | | | | | |
| 5 | Position | | | | | |
| 6 | | | | | | |
| 7 | Administration | | | | | |
| 8 | Town Manager | | | | | 46,143.58 |
| 9 | Assist Town Manager | | | | | 34,433.00 |
| 10 | Assist Town Manager | | | | | 32,793.30 |
| 11 | Town Clerk | | | | | 32,793.30 |
| 12 | Director of Administrative Services | | | | | 24,470.93 |
| 13 | Executive Secretary | | | | | 22,195.85 |
| 14 | Administrative Secretary | | | | | |
| 15 | | | | | | |
| 16 | Community Development | | | | | |
| 17 | Community Development Director | | | | | 41,853.56 |
| 18 | Building Official | | | | | 37,962.44 |
| 19 | Building Inspector | | | | | 29,744.02 |
| 20 | Compliance Officer | | | | | 26,979.20 |
| 21 | Administrative Assistant | | | | | 26,979.20 |
| 22 | | | | | | |
| 23 | Finance | | | | | |
| 24 | Finance Director | | | | | 50,873.30 |
| 25 | Assistant to the Finance Director | | | | | 34,443.00 |
| 26 | Accountant | | | | | 28,328.16 |
| 27 | Administrative Assistant | | | | | 26,979.20 |
| 28 | Accounting Clerk I | | | | | 20,132.29 |
| 29 | Accounting Clerk II | | | | | 24,470.93 |
| 30 | Clerk Typist | | | | | 17,391.03 |
| 31 | | | | | | |
| 32 | Library | | | | | |
| 33 | Library Director | | | | | 37,962.44 |
| 34 | Assistant Library Director | | | | | 29,744.02 |
| 35 | Library System Coordinator | | | | | 24,470.93 |
| 36 | Children's Library Serv Mngr | | | | | 21,180.00 |
| 37 | Library Assistant | | | | | 19,173.61 |
| 38 | Library Monitor | | | | | 8.50 per hour |
| 39 | Library Page | | | | | 5.51 per hour |
| 40 | | | | | | |
| 41 | Public Works | | | | | |
| 42 | | | | | | |
| 43 | Public Works Director | | | | | 46,143.58 |
| 44 | Operation Manager | | | | | 32,793.38 |
| 45 | Foreman | | | | | 26,979.20 |
| 46 | Dock Master | | | | | 28,328.16 |
| 47 | Dock Attendant | | | | | 18,260.58 |
| 48 | Vehicle Maintenance Foreman | | | | | 28,328.16 |
| 49 | | | | | | |
| 50 | | | | | | |
| 51 | | | | | | |

The following are excerpted pages from the 2004 PEPIE Salary Survey which correspond to current Lake Park positions

PEPIE Salary Survey 2004

City Clerk

| Employer | Your Title | Supv. Level | Minimum | Midpoint | %-ile | Maximum | # Empl. | Total Budget | Rank | Actual Average Salary | Reports To |
|------------------------------|------------------------------------|-------------|----------|-----------|-------|-----------|---------|----------------------|------|-----------------------|---------------------------|
| Pembroke Pines | City Clerk | D | \$88,296 | \$110,406 | 100% | \$132,517 | 11 | \$1,297,721 | 1 | \$132,517 | City Manager |
| Hollywood | City Clerk | B | \$55,600 | \$92,500 | 96% | \$120,000 | 11 | \$1,534,357 | 13 | \$78,416 | City Manager |
| Boca Raton | City Clerk | C | \$59,450 | \$82,039 | 93% | \$95,447 | 9 | \$1,002,400 | 11 | \$19,919 | Asst. City Manager |
| Coral Springs | City Clerk | B | \$65,000 | \$81,000 | 88% | \$97,000 | 4 | Incl in CMO | 15 | \$73,342 | City Manager |
| Miami | City Clerk | G | \$62,113 | \$78,883 | 85% | \$95,654 | 5 | \$389,584.00 | 14 | \$77,912 | (Administrative Services) |
| Jupiter | Town Clerk | B | \$62,310 | \$77,888 | 81% | \$93,466 | 8 | \$405,878 | 2 | \$51,166 | Town Manager |
| Hollywood Beach | City Clerk/Dir of General Services | B | \$69,118 | \$77,709 | 78% | \$86,299 | 5 | \$209,882 | 5 | \$84,406 | City Manager |
| Wellington | Village Clerk | B | \$61,027 | \$76,284 | 74% | \$91,541 | 1 | | 4 | \$99,003 | Village Manager |
| St. VMWD | District Clerk | C | \$54,205 | \$73,747 | 70% | \$93,288 | 1 | | 4 | \$89,003 | Dept Dir- Pub Information |
| Davie | Town Clerk | B | \$62,982 | \$73,893 | 67% | \$84,403 | 1 | | 16 | \$72,910 | Town Administrator |
| North Lauderdale | Same | B | \$61,655 | \$73,581 | 63% | \$85,287 | 3 | \$359,817 | 3 | \$88,530 | Commission |
| Coconut Creek | City Clerk | B | \$68,631 | \$73,426 | 59% | \$98,221 | 4 | \$368,590 | 8 | \$81,292 | City Manager |
| West Palm Beach | Town Clerk | B | \$57,888 | \$72,112 | 56% | \$86,237 | 7 | \$598,486 | 10 | \$81,058 | Deputy City Administrator |
| Palm Beach | City Clerk | B | \$56,273 | \$71,255 | 52% | \$86,237 | 3 | | 9 | \$81,166 | Town Manager |
| Riviera Beach | Same | B | \$57,802 | \$70,980 | 48% | \$94,177 | 6 | \$408,913 | 18 | \$70,344 | City Manager |
| Sunrise | City Clerk | B | \$57,175 | \$67,997 | 44% | \$78,818 | 5 | \$345,956 | 20 | \$67,963 | Commission |
| Plantation | City Clerk | B | \$54,675 | \$67,838 | 41% | \$81,000 | 10 | \$541,200 | 27 | \$55,775 | Mayor |
| Delray Beach | Same | B | \$52,500 | \$67,594 | 37% | \$82,888 | 6 | \$528,000 | 17 | \$70,974 | City Manager |
| Tequesta | Village Clerk | B | \$53,851 | \$67,340 | 33% | \$80,828 | 8 | \$540,790 | 23 | \$62,712 | City Manager |
| Deerfield Beach | City Clerk | A | \$51,887 | \$64,609 | 30% | \$77,531 | 1 | | 29 | \$53,469 | Village Manager |
| Boynton Beach | City Clerk | C | \$51,404 | \$64,265 | 26% | \$77,106 | 3 | \$324,530 | 19 | \$69,032 | City Manager |
| Palm Beach Gardens | City Clerk | C | \$51,311 | \$64,139 | 22% | \$76,966 | 7 | \$428,528 | 25 | \$60,882 | Asst. City Manager |
| Lauderdale Lakes | City Clerk | B | \$48,454 | \$63,653 | 18% | \$78,849 | 3 | \$288,921 | 22 | \$65,261 | City Manager |
| Royal Palm Beach | Village Clerk | B | \$47,658 | \$62,681 | 15% | \$78,830 | 3 | \$288,853 | 30 | \$50,000 | City Manager |
| Greenacres | SAME | B | \$51,136 | \$68,956 | 11% | \$70,254 | 3 | | 24 | \$50,513 | Village Manager |
| Lake Park | same | C | \$52,394 | \$62,394 | 7% | \$53,672 | | within the Manager's | 28 | \$53,672 | ASST CITY MGR |
| Pompano Beach | City Clerk | B | \$32,793 | \$39,488 | 4% | \$48,139 | 2 | \$215,504 | 32 | \$47,662 | Town Manager |
| Ft. Lauderdale | Same | B | | | | | 4 | \$323,864 | 7 | \$94,123 | Commission |
| Lake Worth | CITY CLERK | B | | | | | 12 | | 12 | \$79,682 | City Commission |
| Palm Springs | Village Clerk | B | | | | | 1 | | 21 | \$67,891 | CITY MANAGER |
| Portland | Same | B | | | | | 3 | | 26 | \$58,490 | Village Manager |
| Broward Co. Housing Auth. | No Match | A | | | | | 1 | | 31 | \$47,257 | Commission |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | | |
| Palm Beach Co. | No Match | | | | | | | | | | |
| PBC Children's Services | No Match | | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | |
| Pineas Co. | No Match | | | | | | | | | | |

Check box if Aver. Actual Salary Includes Longevity

Average: \$57,411
Std. Dev.: \$9,894
Median: \$57,175

Minimum \$57,411
Midpoint \$71,349
Maximum \$85,288

3rd Quartile \$81,198
1st Quartile \$60,488

Simple Aver: \$72,599

Actual Salary Ranges

Simple Aver: \$72,599

Actual Salary Ranges

Simple Aver: \$72,599

Actual Salary Ranges

PEPIE Salary Survey 2004

Community Development Director

| Employer | Your Title | Supp. Level | Minimum | Midpoint | %-tile | Maximum | # Dept. Empl. | Total Budget | Rank | Actual Average Salary | Reports To |
|------------------------------|-----------------------------------------------|-------------|-------------------|-----------|--------|-----------|---------------|----------------|------|-----------------------|------------------------------|
| Boca Raton | Development Services Dir. | B | \$83,671 | \$100,839 | 100% | \$118,007 | 75 | \$4,999,800 | 1 | \$111,622 | City Manager |
| Miramar | Director Community Development | B | \$76,713 | \$97,425 | 94% | \$116,138 | 53 | \$5,483,584.00 | 5 | \$97,476 | (Development Services) |
| Palm Beach Gardens | Community Services Administrator | B | \$88,249 | \$92,998 | 86% | \$115,947 | 95 | \$23,081,569 | 14 | \$81,353 | City Manager |
| Jupiter | Director, Community Development | B | \$71,999 | \$90,000 | 82% | \$108,000 | 64 | \$5,122,657 | 2 | \$107,994 | Town Manager |
| Prichard Co. | Director of Community Development | B | \$69,098 | \$80,959 | 78% | \$107,100 | 28 | 78,281,400 | 3 | \$107,100 | Asst. County Admin |
| Tallahassee | Director of Economic & Community Development | B | \$67,208 | \$86,520 | 71% | \$105,840 | 13 | \$1,104,400 | 10 | \$87,360 | City Manager |
| West Palm Beach | Director of Economic & Community Development | B | \$66,902 | \$83,628 | 65% | \$100,353 | 24 | \$1,400,059 | 9 | \$90,000 | Assistant City Administrator |
| Delray Beach | Community Improvement Dir. | B | \$65,956 | \$82,461 | 59% | \$98,966 | 54 | \$1,335,704 | 7 | \$86,073 | City Manager |
| Davie | Housing & Community Dev. Director | B | \$62,890 | \$81,541 | 53% | \$93,392 | 1 | | 11 | \$84,709 | Town Administrator |
| Boynton Beach | Director, Development | B | \$62,748 | \$78,436 | 47% | \$94,123 | 1 | \$324,320 | 6 | \$86,392 | City Manager |
| Riviera Beach | Director Community Development | B | \$63,864 | \$78,190 | 41% | \$92,715 | 5 | \$527,625 | 17 | \$75,845 | Asst. City Mgr. |
| Hallandale Beach | Asst. City Mgr of Devp Services | B | \$89,118 | \$77,709 | 35% | \$66,289 | 22 | \$1,878,727 | B | \$54,411 | City Manager |
| Plantation | Planning, Zoning, Econ. Dev. Dir. | B | \$80,575 | \$73,800 | 29% | \$67,025 | 10 | \$793,250 | 12 | \$83,150 | Mayor |
| North Lauderdale | Same | B | \$81,865 | \$73,561 | 24% | \$85,287 | 14 | \$1,253,430 | 18 | \$59,583 | City Manager |
| Lauderdale Lakes | Director of Community Developme | B | \$68,545 | \$73,182 | 18% | \$87,818 | 1 | | 16 | \$76,162 | Village Manager |
| Deerfield Beach | Economic Development Mgr. | B | \$57,352 | \$72,502 | 12% | \$87,652 | 11 | \$821,277 | 15 | \$76,600 | City Manager |
| Hollywood | Director, Housing and Community Redevelopment | B | \$51,404 | \$64,255 | 6% | \$77,106 | 1 | N/A | 19 | \$59,053 | Dir. of Planning |
| Lake Worth | COMMUNITY REDEVELOPMENT DIRECTOR | A | | | | | 35 | \$2,881,745 | 4 | \$100,755 | City Manager |
| Broward Co. Housing Auth. | No Match | | | | | | 1 | | 13 | \$82,389 | CITY COMMISSION |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | | N/A |
| Copeland Creek | No Match | | | | | | | | | | N/A |
| Coastal Springs | see Dir of Community Development | | | | | | | | | | |
| FL Lauderdale | No Match | | | | | | | | | | |
| Genesee | No Match | | | | | | | | | | |
| Lake Park | Outsourced | | | | | | | | | | |
| Palm Beach | No Match | | | | | | | | | | |
| Palm Beach Co. | No Match | | | | | | | | | | |
| Palm Springs | No Match | | | | | | | | | | |
| Parkland | No Match | | | | | | | | | | |
| PBC Children's Services | No Match | | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | | | |
| Pompano Beach | No Match | | | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | | | |
| SFWAID | No Match | | | | | | | | | | |
| Sunrise | No Match | | | | | | | | | | |
| Wellington | No Match | | | | | | | | | | |
| | | | Minimum | Midpoint | | Maximum | | | | | |
| | | | Average: \$86,181 | \$82,014 | | \$97,866 | | | | | |
| | | | Std Dev.: \$7,537 | \$9,639 | | \$12,523 | | | | | |
| | | | Median: \$66,902 | \$81,541 | | \$94,123 | | | | | |
| | | | | | | | 3rd Quartile | | | | |
| | | | | | | | 1st Quartile | | | | |
| | | | | | | | | \$56,899 | | | |
| | | | | | | | | \$78,982 | | | |
| | | | | | | | | | | Actual Salary Results | |
| | | | | | | | | | | Simple Aver | \$88,292 |

Check box if Aver. Actual Salary includes Longevity

PEPIE Salary Survey 2004

Finance Director

| Employer | Year Title | Supp. | Level | Minimum | Midpoint | Maximum | %-tile | # Dept. | Total Budget | Rank | Actual Average Salary | Reports To |
|-----------------------------|---------------------------------------------------|-------|-------|------------|--------------|-----------|--------|---------|-----------------------|------|-----------------------|------------------------------|
| PBC Clerk Circuit Court | Chief Deputy - Finance | B | B | \$44,622 | \$110,937 | \$137,262 | 100% | 89 | | 2 | \$125,777 | Clerk of Cir. Court |
| Panhandle Pines | Finance Director | B | B | \$86,298 | \$110,468 | \$132,517 | 97% | 21 | \$2,157,674 | 1 | \$132,517 | Mayor and Commissioners |
| Ft. Lauderdale | Director of Finance | B | B | \$65,571 | \$107,889 | \$130,166 | 94% | 54 | | 6 | \$117,936 | Cty Mgr./Asst C/M |
| Boca Raton | Financial Services Director | B | B | \$83,671 | \$100,839 | \$118,007 | 92% | 40 | \$1,867,800 | 5 | \$118,007 | Cty Manager |
| Broward Co Sheriff's Office | Finance Director | C | C | \$95,917 | \$100,736 | \$105,554 | 88% | 05 | | | | Dir Administration |
| SFWMD | Department Dir - Finance & Administration | B | B | \$71,552 | \$99,611 | \$127,670 | 86% | 66 | \$17.1 million | 15 | \$105,384 | Deputy Executive Director |
| Carroll Springs | Director of Financial Management | B | B | \$78,000 | \$98,000 | \$118,000 | 83% | 30.5 | 3935782 | 17 | \$104,591 | Cty Manager |
| Coconut Creek | Director of Finance & Admin. Svcs. | B | B | \$74,522 | \$97,536 | \$126,550 | 81% | 16 | \$997,570 | 19 | \$103,960 | Cty Manager |
| Milamari | Director Finance | B | B | \$78,713 | \$97,425 | \$118,138 | 79% | 28 | \$1,774,599.00 | 18 | \$104,600 | (Administrative Services) |
| PBC Sheriff's Office | Asst Dir/financial Services | B | B | \$79,894 | \$96,744 | \$113,604 | 75% | 35 | \$1,276,590 | 12 | \$108,708 | Cy Manager |
| Delray Beach | Same | B | B | \$75,441 | \$94,289 | \$113,131 | 72% | 74 | \$1,276,590 | 16 | \$105,185 | Cy Manager |
| Sumter | Same | B | B | \$78,818 | \$93,734 | \$108,650 | 69% | 74 | \$2,376,195 | 7 | \$117,005 | Cy Manager |
| West Palm Beach | Director, Finance | B | B | \$73,938 | \$92,423 | \$110,507 | 67% | 12 | \$794,647 | 10 | \$110,906 | Town Manager |
| Wellington | Director of Administrative and Financial Services | B | B | \$73,847 | \$92,309 | \$110,771 | 64% | 48.5 | \$3,884,898 | 11 | \$110,238 | Assistant City Administrator |
| Palm Beach | Same | B | B | \$73,840 | \$92,300 | \$110,760 | 61% | 1 | | 13 | \$107,598 | Village Manager |
| Dave | Budget & Finance Director | B | B | \$72,589 | \$91,915 | \$111,240 | 58% | 15 | \$1,214,952 | 14 | \$107,459 | Town Manager |
| Deerfield Beach | Director of Finance | A | A | \$68,935 | \$87,418 | \$104,601 | 53% | 24 | \$1,778,275 | 20 | \$102,381 | Town Administrator |
| Palm Beach Gardens | Finance Administrator | B | B | \$65,112 | \$88,635 | \$108,580 | 50% | 8 | \$608,175 | 23 | \$98,514 | Cy Manager |
| Tamarac | Director of Finance | B | B | \$67,200 | \$86,520 | \$106,840 | 47% | 29 | \$2,211,400 | 22 | \$99,750 | Cy Manager |
| PBC Property Appraiser | Computer | B | B | \$64,500 | \$84,260 | \$106,000 | 44% | 20 | \$1,765,725 | 24 | \$99,130 | Property Appraiser |
| Pompano Beach | FINANCE DIRECTOR | B | B | \$70,122 | \$84,396 | \$98,669 | 42% | 20 | | 25 | \$98,669 | CITY MANAGER |
| PBC Tax Collector | Director - Finance & Budget | B | B | \$68,333 | \$81,925 | \$99,517 | 39% | 1 | | 27 | \$95,325 | Tax Collector |
| Plantation | Finance Director | B | B | \$65,050 | \$82,038 | \$98,026 | 36% | 15 | \$991,550 | 32 | \$83,525 | Mayor |
| Royal Palm Beach | Finance Director | B | B | \$61,492 | \$79,168 | \$97,168 | 33% | 16 | \$911,988 | 35 | \$75,721 | Village Manager |
| North Lauderdale | Same | B | B | \$66,611 | \$79,218 | \$91,824 | 31% | 15 | \$1,156,650 | 29 | \$89,504 | Cy Manager |
| Boynton Beach | Director, Financial Services | B | B | \$62,748 | \$78,416 | \$94,123 | 28% | 13 | \$721,056 | 31 | \$64,593 | Cy Manager |
| Tequesta | Same | B | B | \$62,727 | \$78,409 | \$94,011 | 25% | 1 | | 37 | \$71,907 | Village Manager |
| Riviera Beach | Director Finance | B | B | \$61,684 | \$76,190 | \$92,715 | 22% | 19 | \$1,081,467 | 34 | \$80,000 | Cy Manager |
| PBC Children's Services | Finance Director | B | B | \$59,716 | \$77,631 | \$95,540 | 19% | 1 | \$96,546 | 30 | \$81,546 | CEO |
| PBC Solid Waste Auth. | Assistant Director of Finance | C | C | \$55,370 | \$76,606 | \$97,843 | 17% | 1 | | 28 | \$90,563 | Finance Director |
| PBC Health Care Dist. | Controller | B | B | \$59,698 | \$73,516 | \$87,335 | 14% | 19 | | | | CEO |
| Lauderdale Lakes | Director of Finance & Information | B | B | \$57,352 | \$72,502 | \$87,652 | 11% | 11 | \$878,129 | 36 | \$72,501 | Cy Manager |
| Greenacres | SAFME | B | B | \$67,490 | \$89,177 | \$70,864 | 0% | 15 | \$1,203,626 | 38 | \$70,864 | CITY MANAGER |
| Broward Co. Housing Auth. | Director of Finance | B | B | \$52,034 | \$65,047 | \$78,059 | 0% | 7 | | 39 | \$67,372 | Executive Director |
| Lake Park | same | B | B | \$50,873 | \$59,524 | \$68,175 | 3% | 5 | \$308,232 | 40 | \$55,080 | Town Manager |
| Hollywood Beach | Finance Dir/Asst. Cty Manager | B | B | | | | | 18 | \$648,974 | 3 | \$118,996 | Cy Manager |
| Hollywood | Director Financial Services | B | B | | | | | 50 | \$8,020,772 | 9 | \$112,673 | Cy Manager |
| Lake Worth | FINANCE DIRECTOR | A | A | | | | | 1 | | 25 | \$97,843 | CITY MANAGER |
| Palm Springs | Finance Director | B | B | | | | | 4 | \$257,497 | 33 | \$82,992 | Village Manager |
| Parkland | Same | B | B | | | | | 1 | | 21 | \$101,697 | Cy Manager |
| Pinellas Co. | Chief Dep Dir of Finance | B | B | | | | | 100 | Unavailable | 4 | \$118,081 | Clerk of Circuit Ct |
| Palm Beach Co. | No Match | | | | | | | | | | | |
| | | | | Minimum | Midpoint | Maximum | | | Actual Salary Revenue | | | |
| | | | | \$70,501 | \$87,568 | \$104,632 | | | Simple Aver | | \$98,692 | |
| | | | | Average: | \$10,182 | \$15,231 | | | | | | |
| | | | | Std. Dev.: | \$70,029 | \$87,027 | | | | | | |
| | | | | Median: | | | | | | | | |
| | | | | | 3rd Quartile | \$110,403 | | | | | | |
| | | | | | 1st Quartile | \$85,308 | | | | | | |

Check box if Aver. Actual Salary Includes Longevity

Human Resources Director

| Employer | Your Title | Supv. | Level | Minimum | Midpoint | Maximum | %ile | Engl. | Total | Rank | Actual Salary | Reports To |
|------------------------------|----------------------------------------------|-------|-------|----------|-----------|-----------|------|-------|----------------|------|---------------|---------------------------|
| PBC Clerk Circuit Court | Senior Officer - Human Resources | B | B | \$84,822 | \$110,937 | \$137,262 | 100% | 14 | \$1,296,708 | 3 | \$118,886 | City of Cit. Court |
| Panola Co. | Director of Personnel | B | B | \$89,298 | \$118,406 | \$132,517 | 97% | 14 | \$1,126,517 | 1 | \$132,517 | City Manager |
| Broward Co. Sheriff's Office | Major - Dept. of Law Enforcement | B | B | \$90,874 | \$103,114 | \$125,354 | 94% | 42 | 3,209,570 | 4 | \$113,240 | Personnel Board |
| SFWMD | Department Dir. - Human Resources | C | D | \$95,917 | \$100,734 | \$105,554 | 91% | 51 | | | | De Administration |
| Milamur | Director Human Resources | D | D | \$71,552 | \$98,611 | \$127,670 | 89% | 20 | \$4.2 million | 5 | \$111,155 | Deputy Executive Director |
| Coconut Creek | Human Resources Director | E | E | \$78,335 | \$99,466 | \$120,637 | 86% | 15.5 | \$1,205,461.00 | 2 | \$119,595 | City Manager |
| Coral Springs | Director of Human Resources | E | E | \$74,522 | \$97,536 | \$120,550 | 83% | 5 | \$528,509 | 26 | \$81,378 | City Manager |
| Jupiter | Director, Human Resources | B | B | \$75,000 | \$93,500 | \$112,000 | 80% | 13.5 | 589,956 | 9 | \$102,886 | City Manager |
| West Palm Beach | Director of Human Resources | B | B | \$71,999 | \$90,000 | \$108,000 | 77% | 6 | \$590,333 | 17 | \$90,771 | Town Manager |
| Surfside | Personnel Director | B | B | \$70,289 | \$87,861 | \$105,433 | 74% | 21 | \$2,403,344 | 20 | \$90,000 | Deputy City Administrator |
| Palm Beach Gardens | Human Resources Administrator | B | B | \$73,199 | \$87,841 | \$100,892 | 71% | 9 | \$913,452 | 6 | \$108,650 | City Manager |
| Palm Beach | Same | B | B | \$85,112 | \$96,556 | \$108,000 | 69% | 8 | \$755,200 | 11 | \$88,288 | City Manager |
| PBC Tax Collector | Director - Admin Services | B | B | \$67,212 | \$95,106 | \$103,000 | 68% | 7 | \$628,745 | 22 | \$99,088 | Town Manager |
| Ft. Lauderdale | Personnel Director | B | B | \$68,633 | \$84,075 | \$99,517 | 63% | 1 | \$888,500 | 10 | \$82,436 | Tax Collector |
| Boca Raton | Human Resources Director | C | C | \$68,436 | \$83,466 | \$99,195 | 60% | 24 | \$899,195 | 10 | \$89,195 | Dir. of Admin. Svcs. |
| Panorama | Personnel Director | C | C | \$68,038 | \$82,038 | \$99,025 | 54% | 12 | \$888,500 | 13 | \$86,128 | City Manager |
| Dade | Human Resources Director | B | B | \$85,080 | \$92,038 | \$99,025 | 51% | 1 | \$888,500 | 12 | \$98,061 | Mayor |
| Dierfield Beach | Director of Human Resources | A | A | \$64,754 | \$80,943 | \$97,131 | 49% | 4 | \$432,821 | 7 | \$105,841 | Town Administrator |
| Pompano Beach | HUMAN RESOURCES DIRECTOR | B | B | \$66,783 | \$80,376 | \$93,970 | 48% | 9 | \$568,813 | 16 | \$92,180 | City Manager |
| Hialeah Beach | Dir. of Personnel/Labor Relations | B | B | \$70,803 | \$79,633 | \$89,482 | 43% | 5 | \$470,502 | 21 | \$89,482 | CITY MANAGER |
| Tamarac | Director of Human Resources | B | B | \$60,800 | \$78,409 | \$95,918 | 40% | 13 | \$2,409,200 | 19 | \$90,010 | City Manager |
| Daley Beach | Same | B | B | \$61,830 | \$77,064 | \$92,487 | 37% | 4 | \$593,950 | 26 | \$82,992 | City Manager |
| PBC Solid Waste Auth. | Employee Relations Director | C | C | \$55,370 | \$76,604 | \$97,843 | 34% | 10 | \$90,501 | 18 | \$90,501 | Managing Director |
| PBC Property Appraiser | Manager of Human Resources | C | C | \$56,700 | \$78,200 | \$94,700 | 31% | 2 | \$87,830 | 23 | \$87,830 | Property Appraiser |
| PBC Sheriff's Office | Commander, Human Resources/Labor Relations | B | B | \$64,156 | \$74,778 | \$89,400 | 29% | 2 | \$593,950 | 23 | \$85,548 | Development |
| Riviera Beach | Director Human Resources | B | B | \$60,733 | \$74,590 | \$88,446 | 28% | 5 | \$503,555 | 33 | \$66,485 | Asst. City Mgr. |
| North Lauderdale | Same | B | B | \$61,855 | \$73,581 | \$85,267 | 23% | 4 | \$507,420 | 33 | \$66,485 | CEO |
| PBC Health Care Dist. | Human Resources Director | B | B | \$58,896 | \$73,516 | \$87,235 | 20% | 8 | \$503,555 | 33 | \$66,485 | CEO |
| Boynton Beach | Director, Human Resources | C | C | \$54,742 | \$69,429 | \$82,113 | 17% | 6 | \$595,423 | 29 | \$85,000 | Asst. City Manager |
| PBC Children's Services | Director of Human Resources | B | B | \$51,927 | \$67,505 | \$80,983 | 14% | 1 | \$484,509 | 31 | \$80,204 | CEO |
| Royal Palm Beach | HR Officer/Labor Relations Spec. | B | B | \$52,844 | \$65,124 | \$77,604 | 11% | 2 | \$159,776 | 34 | \$63,600 | CEO |
| Lauderdale Lakes | Director of Human Resources | B | B | \$48,531 | \$62,881 | \$78,830 | 9% | 4 | \$288,394 | 32 | \$71,172 | Village Manager |
| Broward Co. Housing Auth. | Dr. of HR/Risk Manager | B | B | \$39,084 | \$48,854 | \$58,827 | 6% | 1 | \$133,542 | 37 | \$45,899 | City Manager |
| Lake Park | Administrative Services Director | B | B | \$32,793 | \$39,486 | \$46,139 | 3% | 2 | \$332,922,951 | 14 | \$94,037 | Executive Director |
| Hollywood | Director Human Resources and Risk Management | B | B | | | | | 22 | \$3,122,124 | 15 | \$94,037 | Town Manager |
| Lake Worth | LABOR ATTORNEY/HR DIRECTOR | A | A | CONTRACT | | | | 1 | | 8 | \$104,576 | CITY MANAGER |
| Palm Beach Co. | Director, Human Resources | B | B | | | | | 39 | | 36 | \$52,000 | Asst. County Admin. |
| Parkland | Same | B | B | | | | | 1 | | | \$52,000 | City Manager |
| Greenacres | No Match | | | | | | | | | | | |
| Palm Springs | No Match | | | | | | | | | | | |
| Tequesta | No Match | | | | | | | | | | | |
| Wellington | No Match | | | | | | | | | | | |

| Minimum | Midpoint | Maximum |
|----------|----------|----------|
| \$65,530 | \$81,777 | \$98,023 |
| \$12,276 | \$15,266 | \$18,825 |
| \$66,783 | \$81,541 | \$97,131 |

3rd Quartile \$99,195
1st Quartile \$81,378

Actual Salary Results: Simple Averages \$90,072

Risk Manager

| Employer | Your Title | Supv. Level | Minimum | Midpoint | Maximum | %-tile | Maximum | # Dept. | Total Budget | Rank | Actual Average Salary | Reports To |
|------------------------------|-------------------------------------------------|-------------|-----------|----------|-----------|--------|-----------|---------|----------------|------|-----------------------|--------------------------|
| Coconut Creek | Assistant City Manager | B | \$74,522 | \$97,536 | \$120,550 | 100% | \$120,550 | 2 | \$1,394,550 | 1 | \$112,564 | City Manager |
| Palm Beach Co. | Director, Risk Management | B | \$71,219 | \$95,153 | \$119,086 | 90% | \$119,086 | 38 | \$75,298,832 | 2 | \$95,876 | County Administrator |
| Hollywood | Assistant Director Human Resources and Risk Man | C | \$62,500 | \$90,000 | \$117,500 | 92% | \$117,500 | 3 | \$31,340,217 | 9 | \$80,000 | Director Human Resources |
| Fort Lauderdale | Risk Manager | A | \$64,754 | \$89,943 | \$117,131 | 88% | \$117,131 | 3 | \$9,787,026 | 10 | \$77,376 | City Manager |
| Hilandale Beach | Risk Manager | B | \$65,208 | \$79,820 | \$94,432 | 84% | \$94,432 | 9 | | | | City Manager |
| Trietas Co. | Director of Risk Management | B | \$67,412 | \$75,805 | \$84,198 | 80% | \$84,198 | 2 | \$504,064 | 6 | \$84,198 | Director of Finance |
| PBC Sheriff's Office | Captain, Risk Management/CHSS | B | \$58,792 | \$74,900 | \$91,128 | 76% | \$91,128 | 16 | 1,183,070 | 5 | \$85,000 | City Manager |
| SFWMD | Risk/Insurance Manager | C | \$40,164 | \$74,478 | \$99,400 | 72% | \$99,400 | 7 | | | | Asst. County Admin |
| Sanjour | Same | C | \$54,205 | \$73,747 | \$93,288 | 68% | \$93,288 | 7 | | | | Development |
| Boica Raton | Risk Manager | C | \$61,571 | \$73,224 | \$94,877 | 64% | \$94,877 | 5 | \$417,967 | 7 | \$89,798 | Dept Dir-Finance/Admin |
| West Palm Beach | Risk Manager | C | \$100,256 | \$72,641 | \$95,026 | 60% | \$95,026 | 6 | \$18,116,300 | 8 | \$80,197 | Central Services Dir. |
| Pungano Beach | RISK MANAGER | C | \$57,689 | \$72,112 | \$86,534 | 56% | \$86,534 | 6 | | | | Financial Services Dir. |
| Davie | Risk Manager | C | \$57,689 | \$69,432 | \$81,176 | 52% | \$81,176 | 4 | \$4,778,992 | 15 | \$67,412 | Director of Finance |
| Immatus | Risk & Safety Manager | C | \$56,273 | \$65,843 | \$75,412 | 46% | \$75,412 | 1 | | | | Human Resources Director |
| Deley Beach | Same | C | \$51,128 | \$65,826 | \$80,527 | 44% | \$80,527 | 4 | | | | Human Resources |
| Avopier | Risk Manager | C | \$52,312 | \$65,395 | \$78,478 | 40% | \$78,478 | 4 | | | | Finance Director |
| Riviera Beach | Risk Manager | C | \$50,685 | \$61,191 | \$71,373 | 36% | \$71,373 | 2 | \$138,614 | 23 | \$50,094 | HR Director |
| Boynton Beach | Risk Manager | C | \$49,009 | \$59,849 | \$71,819 | 32% | \$71,819 | 3 | \$2,290,914 | 19 | \$60,611 | Asst. City Manager |
| PBC Solid Waste Auth. | Risk Manager | C | \$47,679 | \$58,438 | \$70,316 | 28% | \$70,316 | 2 | | | | Managing Director |
| Palm Beach | Same | C | \$42,274 | \$58,438 | \$74,851 | 24% | \$74,851 | 1 | | | | Assist. Town Mgr. |
| Phonatan | Risk Manager | C | \$45,884 | \$56,100 | \$68,575 | 20% | \$68,575 | N/A | | | | Mayor |
| Broward Co. Sheriff's Office | RISK/PERSONNEL MANAGER | C | \$47,300 | \$56,938 | \$68,575 | 16% | \$68,575 | 2 | \$1,164,550 | 17 | \$62,325 | Dir Risk Management |
| Lake Worth | Human Resource Manager | B | \$41,864 | \$45,029 | \$48,193 | 12% | \$48,193 | 8 | | | | CITY MANAGER |
| North Lauderdale | Same | B | \$41,163 | \$49,553 | \$57,438 | 8% | \$57,438 | 1 | | | | City Manager |
| Miramar | Risk Manager | C | \$41,667 | | | 4% | | 1 | | | | Human Resources Adminin |
| Palm Beach Gardens | Risk Manager | C | | | | | | 1 | | | | |
| Broward Co. Housing Auth. | No Match | | | | | | | 27.5 | \$3,754,223.00 | 24 | \$46,441 | City Manager |
| Central Springs | No Match | | | | | | | 0 | | 22 | \$52,378 | Work/Judices |
| Greenacres | No Match | | | | | | | | | 20 | \$60,000 | Human Resources Adminin |
| Lake Park | No Match | | | | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | | | | |
| Palm Springs | No Match | | | | | | | | | | | |
| Parkland | No Match | | | | | | | | | | | |
| PBC Children's Services | No Match | | | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | | |
| Pensacola Pines | No Match | | | | | | | | | | | |
| Royal Palm Beach | (duties performed by HR Office) | | | | | | | | | | | |
| Tequesta | No Match | | | | | | | | | | | |
| Wellington | No Match | | | | | | | | | | | |

| Actual Salary Results: | 3rd Quartile 1st Quartile | Simple Avor | \$72,475 |
|------------------------|---------------------------|-------------|----------|
| Minimum | \$55,334 | \$81,641 | |
| Average | \$9,474 | \$60,798 | |
| Std. Dev.: | \$12,687 | | |
| Median: | \$56,273 | | |
| Midpoint | \$69,593 | | |
| Maximum | \$83,851 | | |

PEPIE Salary Survey 2004

Library Director

| Employer | Your Title | Surv. | Level | Minimum | Midpoint | Maximum | %ile | # Dept. | Check box if Aver. Actual Salary Includes Longevity | | | Actual Average | Reports To |
|------------------------------|-----------------------------|-------|-----------|-----------|-----------|---------|------|---------|-----------------------------------------------------|--------|-----------|----------------|-------------------------------|
| | | | | | | | | | Empl. | Budget | Rank | | |
| Palm Beach Co. | Director, Library | B | \$ 76,209 | \$101,813 | \$127,416 | 100% | 377 | | \$36,225,956 | 1 | \$123,864 | x | Asst. County Admin. |
| West Palm Beach | Library Director | B | \$66,902 | \$83,628 | \$100,353 | 86% | 26 | | \$2,721,740 | 2 | \$109,380 | | Deputy City Administrator |
| Boynton Beach | Director, Library | C | \$58,172 | \$72,716 | \$87,259 | 71% | 31 | | \$1,682,235 | 3 | \$87,256 | | Asst. City Manager |
| Boca Raton | Manager of Library Services | D | \$80,266 | \$72,641 | \$65,026 | 57% | 21 | | \$2,169,100 | 4 | \$81,368 | | Dep. Recreation Services Dir. |
| Riviera Beach | Library Director | B | \$54,675 | \$67,836 | \$81,000 | 43% | 14 | | \$736,000 | 5 | \$76,825 | | Mayor |
| Lake Worth | Director Library | B | \$51,941 | \$63,792 | \$75,642 | 29% | 10.5 | | \$560,044 | 6 | \$62,934 | | Asst. City Mgr. |
| Lake Park | LIBRARIAN | B | \$24,440 | \$30,462 | \$36,483 | 14% | 1 | | | 10 | \$50,233 | | CITY MANAGER |
| Palm Springs | Library Director | B | | | | | | | \$316,929 | 9 | \$51,865 | | Village Manager |
| Parkland | same | B | | | | | | | \$509,422 | 7 | \$57,481 | | City Manager |
| Broward Co. Housing Auth. | No Match | | | | | | | | | 1 | | | |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | | | | |
| Coconut Creek | No Match | | | | | | | | | | | | |
| Coral Springs | No Match | | | | | | | | | | | | |
| Davie | No Match | | | | | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | | | | | |
| Ft. Lauderdale | No Match | | | | | | | | | | | | |
| Greenore | No Match | | | | | | | | | | | | |
| Hallandale Beach | No Match | | | | | | | | | | | | |
| Hollywood | No Match | | | | | | | | | | | | |
| Jupiter | No Match | | | | | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | | | | | |
| North Lauderdale | No Match | | | | | | | | | | | | |
| Palm Beach | No Match | | | | | | | | | | | | |
| Palm Beach Gardens | No Match | | | | | | | | | | | | |
| PBC Children's Services | No Match | | | | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | | | | | |
| Pinellas Co. | No Match | | | | | | | | | | | | |
| Pompano Beach | No Match | | | | | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | | | | | |
| SFWMD | No Match | | | | | | | | | | | | |
| Sunrise | No Match | | | | | | | | | | | | |
| Tamarac | No Match | | | | | | | | | | | | |
| Tonawanda | No Match | | | | | | | | | | | | |
| Wellington | No Match | | | | | | | | | | | | |

| | | | |
|------------|----------|----------|----------|
| Average: | \$56,085 | \$70,412 | \$84,740 |
| Std. Dev.: | \$16,147 | \$21,670 | \$27,317 |
| Median: | \$58,172 | \$72,641 | \$85,026 |

| | |
|--------------|----------|
| 3rd Quartile | \$85,784 |
| 1st Quartile | \$55,323 |

| | | |
|-----------------------|--------------|----------|
| Actual Salary Results | Simple Aver. | \$74,602 |
|-----------------------|--------------|----------|

MIS Director

| Employer | Your Title | Supv. Level | Minimum | Midpoint | %-tile | Maximum | # Dept. Empl. | Total Budget | Rank | Actual Average Salary | Reports To |
|------------------------------|-----------------------------------------|-------------|----------|-----------|--------|-----------|---------------|----------------|------|-----------------------|---------------------------|
| Palm Beach Co. | Director, ISS | B | \$87,245 | \$116,567 | 100% | \$145,869 | 211 | \$27,639,545 | 1 | \$133,626 | County Administrator |
| PBC Clerk Circuit Court | Senior Officer - Automation Svcs | B | \$84,822 | \$110,937 | 97% | \$137,262 | 32 | | 2 | \$123,483 | |
| Broward Co. Sheriff's Office | Chief Information Officer | C | \$95,917 | \$106,758 | 93% | \$108,554 | 40 | | | | |
| SFWMD | Department Dir - Information Technology | B | \$71,552 | \$98,611 | 90% | \$127,670 | 64 | \$29.2 million | 3 | \$115,780 | Dir of Administration |
| Cocoanut Creek | Information Technology Director | B | \$74,522 | \$97,256 | 87% | \$120,550 | 9 | \$1,303,350 | | \$87,386 | Deputy Executive Director |
| Miramar | Director of Information Services | B | \$76,713 | \$97,500 | 83% | \$118,138 | 0 | \$940,326.00 | 18 | \$103,251 | City Manager |
| Coral Springs | Director of Information Services | B | \$75,000 | \$92,571 | 80% | \$109,512 | 16 | 1820755 | 9 | \$109,512 | City Manager |
| Pt. Lauderdale | Information Technology Director | C | \$75,029 | \$92,309 | 77% | \$109,512 | 32 | | 6 | \$109,512 | Dir of Admin. Svcs. |
| West Palm Beach | Director of Support Services | B | \$73,847 | \$92,309 | 73% | \$110,771 | 79.5 | \$1,745,150 | 4 | \$110,240 | City Administrator |
| Sunrise | Same | B | \$76,895 | \$91,448 | 70% | \$108,001 | 15 | \$2,017,293 | 7 | \$81,403 | City Manager |
| Jupiter | Director, IS | B | \$71,999 | \$90,000 | 67% | \$108,000 | 12 | \$1,807,292 | 15 | \$104,458 | City Manager |
| Palm Beach Gardens | IS Administrator | C | \$66,540 | \$84,255 | 63% | \$101,970 | 5 | \$1,187,768 | 7 | | Town Manager |
| Palm Beach Gardens | IS Administrator | B | \$61,976 | \$82,472 | 60% | \$102,968 | 4 | \$1,163,476 | 22 | \$79,651 | Assess. Town Mgr. |
| Deeray Beach | Same | B | \$65,790 | \$82,253 | 57% | \$98,716 | 4 | \$1,182,740 | 21 | \$83,866 | City Manager |
| Boca Raton | Information Services Director | C | \$68,630 | \$82,039 | 53% | \$95,447 | 21 | \$5,602,200 | 10 | \$95,447 | Finance Director |
| Davie | Information Systems Director | B | \$69,690 | \$81,541 | 50% | \$93,392 | 7 | | 20 | \$84,709 | Asst. City Manager |
| Boynton Beach | Director, IT/SACIS | C | \$82,742 | \$78,433 | 47% | \$94,123 | 15 | \$2,204,105 | 11 | \$85,388 | Town Administrator |
| Tamarac | Director of MIS | B | \$60,900 | \$77,409 | 43% | \$95,918 | 1 | \$1,115,700 | 17 | \$87,890 | City Manager |
| Hatfield Beach | Assistant Director of IT | B | \$69,118 | \$77,709 | 40% | \$96,299 | 6 | \$359,721 | 19 | \$86,299 | Dir of Finance/A.C.M. |
| PBC Solid Waste Auth. | Assistant Director of MIS | C | \$55,370 | \$76,506 | 37% | \$97,843 | 11 | | 12 | \$84,203 | Finance Director |
| Pompano Beach | INFORMATION TECH DIRECTOR | B | \$63,802 | \$74,549 | 33% | \$93,495 | 11 | 2274652 | 13 | \$93,970 | CITY MANAGER |
| PBC Sheriff's Office | Contanmer, Information Systems | C | \$60,156 | \$74,778 | 30% | \$93,400 | 15 | | 16 | \$89,400 | CITY MANAGER |
| Plantation | Director of Information Systems | B | \$60,975 | \$73,800 | 27% | \$91,025 | 11 | \$1,428,600 | 23 | \$77,375 | Mayor |
| Deerfield Beach | Information Services Director | B | \$50,696 | \$73,516 | 23% | \$91,335 | 18 | \$97,335 | 14 | \$92,670 | CEO |
| Riviera Beach | Division Dir. of IS | C | \$55,516 | \$69,395 | 20% | \$90,274 | 4 | | 27 | \$48,597 | Dir of Finance |
| PBC Children's Services | Manager MIS | B | \$51,841 | \$63,792 | 17% | \$75,842 | 7 | \$748,536 | 24 | \$75,391 | Asst. City Mgr. |
| Lake Worth | MIS/IT Director | C | \$47,206 | \$61,366 | 13% | \$75,530 | 1 | | 26 | \$50,003 | Finance Director |
| Princeton Co. | DATA PROCESSING INFO MANAGER | B | \$36,928 | \$46,550 | 10% | \$56,181 | 1 | | 6 | \$105,261 | ASST CITY MGR |
| Lake Park | Director of Info Tech | B | \$76,948 | \$43,109 | 7% | \$92,270 | 133 | 16,716,670 | Y | \$53,604 | Data Processing Bd |
| Hollywood | same / Asst to Town Manager | B | \$3,433 | \$24,567 | 3% | \$45,700 | 31 | \$57,300 | 25 | \$53,604 | Town Manager |
| Broward Co. Housing Auth. | Director, Information and Technology | B | DOO | | | | | \$6,952,509 | B | \$103,376 | City Manager |
| Greenacres | No Match | | | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | | | |
| North Lauderdale | No Match | | | | | | | | | | |
| Palm Springs | No Match | | | | | | | | | | |
| Parkland | No Match | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | | | |
| Tequesta | No Match | | | | | | | | | | |
| Wellington | No Match | | | | | | | | | | |

Check box if Avirc. Actual Salary Includes Longevity

| | | | | | |
|------------|----------|----------|----------|---------|----------|
| Average: | \$65,356 | Midpoint | \$80,459 | Maximum | \$95,562 |
| Std. Dev.: | \$16,749 | | \$19,377 | | \$26,486 |
| Median: | \$67,595 | | \$81,790 | | \$96,881 |

| | | | | |
|--------------|-----------|-----------------------|--------------|----------|
| 3rd Quartile | \$103,917 | Actual Salary Results | Simple Aver. | \$91,793 |
| 1st Quartile | \$94,288 | | | |

PEPIE Salary Survey 2004

Public Works Director

| Employer | Year Title | Supv. Level | Minimum | Midpoint | Maximum | %-tile | # Dept. Empl. | Total Budget | Rank | Actual Average Salary | Reports To |
|------------------------------|----------------------------------------|-------------|----------|-----------|-----------|--------|---------------|----------------|------|-----------------------|---------------------------|
| PineGas Co. | Director of Public Works | B | \$88,725 | \$113,125 | \$137,524 | 100% | 531 | \$9,958,040 | 1 | \$184,773 | County Admin |
| Boca Raton | Utility Services Director | B | \$83,671 | \$100,839 | \$118,007 | 96% | 151 | \$21,340,500 | 8 | \$102,756 | City Manager |
| Panhandle Plains | Assistant Director | C | \$60,121 | \$100,131 | \$120,140 | 92% | 45 | \$6,572,863 | 4 | \$117,791 | Dept. Head |
| Palm Beach | Same | B | \$77,568 | \$99,220 | \$118,871 | 86% | 64 | \$5,615,690 | 3 | \$118,871 | Town Manager |
| Coconut Creek | Public Works Director | B | \$74,522 | \$97,536 | \$120,550 | 85% | 64 | \$5,615,690 | 5 | \$117,624 | City Manager |
| Coral Springs | Director of Public Works | B | \$75,000 | \$93,500 | \$112,000 | 81% | 88.5 | \$4,144,001 | 9 | \$102,160 | City Manager |
| Jupiter | Director, P.W. & Engineering | B | \$73,938 | \$92,423 | \$110,907 | 77% | 38 | \$3,318,217 | 7 | \$113,996 | Town Manager |
| Deerfield Beach | Dir. of P. W. and Engr. Serv. | A | \$69,935 | \$97,418 | \$104,901 | 73% | 200 | \$28,503,505 | 6 | \$113,598 | City Manager |
| Lanistic | Director of Public Works/City Engineer | B | \$67,200 | \$86,520 | \$105,840 | 69% | 67 | \$14,084,600 | 14 | \$90,000 | City Manager |
| Hallandale Beach | Dir of DW/Utilities & Engr | B | \$76,204 | \$85,789 | \$95,284 | 65% | 115 | \$25,911,081 | 15 | \$86,299 | City Manager |
| North Lauderdale | Public Works/Utility Dir. | C | \$71,732 | \$85,308 | \$98,884 | 62% | 46 | \$1,855,473 | 11 | \$95,353 | City Manager |
| Wellington | Same | C | \$67,122 | \$83,908 | \$100,693 | 58% | 1 | | | | Village Engineer |
| Surfside | Same | B | \$69,863 | \$82,847 | \$96,030 | 54% | 33 | \$2,002,764 | 10 | \$100,892 | City Manager |
| Delray Beach | Same | B | \$65,956 | \$82,461 | \$98,966 | 50% | 36 | \$2,181,674 | 22 | \$72,800 | City Manager |
| Plantation | Public Works Director | B | \$65,050 | \$82,038 | \$99,025 | 46% | 93 | \$5,149,650 | 16 | \$85,580 | Mayor |
| Dawie | Public Works Director | B | \$69,690 | \$81,541 | \$93,392 | 42% | 1 | | | | City Manager |
| Boynton Beach | Director, Publ. Ws./Engineering | B | \$62,748 | \$78,436 | \$84,123 | 38% | 150 | \$7,291,687 | 12 | \$93,382 | Town Administrator |
| Riviera Beach | Director Public Works | B | \$93,684 | \$78,190 | \$92,715 | 35% | 31 | \$2,549,869 | 19 | \$90,521 | City Manager |
| Pompano Beach | PUBLIC WORKS DIRECTOR | B | \$63,602 | \$78,548 | \$89,485 | 31% | 1 | \$15,306,417 | | \$81,112 | Asst. City Mgr. |
| Request | Same | B | \$56,546 | \$73,182 | \$97,818 | 27% | 1 | | 20 | \$77,721 | CITY MANAGER |
| Lauderdale Lakes | Director of Public Works/Asst. CI | B | \$57,352 | \$72,592 | \$97,652 | 23% | 35 | \$2,745,875 | 18 | \$81,493 | Village Manager |
| Royal Palm Beach | Public Works Director | C | \$58,152 | \$71,938 | \$85,723 | 19% | 31 | \$1,897,745 | 24 | \$69,458 | City Manager |
| Palm Beach Gardens | Operations Director Pub Wks DW | C | \$53,539 | \$70,250 | \$86,961 | 15% | 51 | \$10,847,545 | 23 | \$72,593 | Village Engineer |
| Miwanac | PW Operations Manager | C | \$52,378 | \$66,521 | \$80,663 | 12% | 27.5 | \$3,756,223.00 | 27 | \$52,378 | Community Services Admins |
| Greenacres | SA/ME | B | \$59,409 | \$60,279 | \$61,749 | 8% | 23 | \$2,148,393 | 26 | \$61,749 | Works/Utilities |
| Lake Park | Same | B | \$46,144 | \$55,533 | \$64,923 | 4% | 26 | \$933,904 | 25 | \$65,651 | ASST CITY MGR |
| Holywood | Director Public Works | B | | | | | 209 | \$32,263,343 | 2 | \$124,238 | Town Manager |
| Lake Worth | PUBLIC WORKS DIRECTOR | B | | | | | 209 | | | \$82,389 | City Manager |
| Parkland | Same | A | | | | | 1 | | 1 | \$75,608 | CITY MANAGER |
| Broward Co. Housing Auth. | No Match | B | | | | | 1 | | 21 | \$82,389 | City Manager |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | | N/A |
| FL. Lauderdale | No Match | | | | | | | | | | N/A |
| Palm Beach Co. | No Match | | | | | | | | | | N/A |
| Palm Springs | No Match | | | | | | | | | | N/A |
| PBC Children's Services | No Match | | | | | | | | | | N/A |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | N/A |
| PBC Health Care Dist. | No Match | | | | | | | | | | N/A |
| PBC Property Appraiser | No Match | | | | | | | | | | N/A |
| PBC Sheriff's Office | No Match | | | | | | | | | | N/A |
| PBC Solid Waste Auth. | No Match | | | | | | | | | | N/A |
| PBC Tax Collector | No Match | | | | | | | | | | N/A |
| SFWMD | No Match | | | | | | | | | | N/A |
| West Palm Beach | No Match | | | | | | | | | | N/A |

Check box if Aver. Actual Salary Includes Longevity

| | | | |
|------------|----------|----------|----------|
| Average: | \$87,351 | \$82,961 | \$98,571 |
| Std. Dev.: | \$10,033 | \$13,160 | \$16,982 |
| Median: | \$87,161 | \$82,854 | \$97,457 |

Actual Salary Results

| | | | | | | | | | | | |
|--------------|-----------|--|--|--|--|--|--|--|--|----------|--|
| 3rd Quartile | \$106,831 | | | | | | | | | | |
| 1st Quartile | \$76,665 | | | | | | | | | | |
| Simple Aver. | | | | | | | | | | \$91,766 | |

PEPIE Salary Survey 2004

Recreation & Parks Director

| Employer | Your Title | Supv. Level | Minimum | Midpoint | Maximum | %-tile | Minimum | Midpoint | Maximum | # Dept | Total Budget | Rank | Actual Average | Repons To |
|------------------------------|-----------------------------------------------|-------------|------------|-----------|-----------|----------|--------------|--------------|----------|--------|-----------------------|------|----------------|-------------------------------|
| Pembroke Pines | Parks & Recreation Director | B | \$89,296 | \$110,406 | \$132,517 | 100% | \$64,277 | \$79,455 | \$94,633 | 129 | \$16,215,267 | 3 | \$115,360 | City Manager |
| Palm Beach Co. | Director, Parks & Recreation | B | \$81,540 | \$108,948 | \$136,339 | 97% | \$12,795 | \$17,060 | \$21,799 | 619 | \$59,085,986 | 2 | \$127,592 | Asst. County Admin. |
| Ft. Lauderdale | Parks and Recreation Director | B | \$85,571 | \$107,869 | \$130,166 | 90% | \$12,795 | \$17,060 | \$21,799 | 1 | \$5,002,200 | 4 | \$130,166 | City Mgr./Asst CM |
| Boca Raton | Recoriation Services Director | B | \$83,871 | \$100,839 | \$118,007 | 93% | \$12,795 | \$17,060 | \$21,799 | 21 | \$5,002,200 | 1 | \$111,622 | City Manager |
| Pinellas Co. | Director of Parks | B | \$73,023 | \$93,104 | \$113,185 | 87% | \$12,795 | \$17,060 | \$21,799 | 266 | 19,064,320 | 7 | \$102,783 | Asst. County Admin |
| Mitigar | Director of Community Services | B | \$92,797 | \$112,514 | \$132,517 | 83% | \$12,795 | \$17,060 | \$21,799 | 75 | \$5,381,843.00 | 12 | \$97,497 | Operational Services |
| Coconut Creek | Parks & Recreation Director | B | \$71,234 | \$90,413 | \$109,591 | 80% | \$12,795 | \$17,060 | \$21,799 | 54 | \$3,038,450 | 15 | \$89,363 | City Manager |
| Jupiter | Director, Parks & Recreation | B | \$71,999 | \$90,000 | \$108,000 | 77% | \$12,795 | \$17,060 | \$21,799 | 37 | \$3,014,377 | 6 | \$106,121 | Town Manager |
| Deeray Beach | Same | B | \$70,512 | \$84,161 | \$105,809 | 73% | \$12,795 | \$17,060 | \$21,799 | 145 | \$8,650,353 | 9 | \$100,297 | Town Manager |
| Deerfield Beach | Dir. of Community Services | A | \$69,935 | \$87,418 | \$104,901 | 70% | \$12,795 | \$17,060 | \$21,799 | 49 | \$3,741,131 | 5 | \$111,122 | City Manager |
| Tamarac | Director of Parks and Recreation | B | \$67,200 | \$86,520 | \$105,840 | 67% | \$12,795 | \$17,060 | \$21,799 | 125 | \$4,181,000 | 16 | \$88,200 | City Manager |
| West Palm Beach | Director of Parks & Recreation | B | \$68,571 | \$85,716 | \$102,861 | 63% | \$12,795 | \$17,060 | \$21,799 | 102.25 | \$9,028,648 | 10 | \$99,299 | City Manager |
| Sunrise | Leisure Services Director | B | \$68,663 | \$82,847 | \$98,030 | 60% | \$12,795 | \$17,060 | \$21,799 | 309 | \$9,443,554 | B | \$100,892 | Deputy City Administrator |
| Pleatation | Parks and Recreation Director | B | \$65,050 | \$82,038 | \$99,025 | 57% | \$12,795 | \$17,060 | \$21,799 | 312 | \$8,150,200 | 17 | \$84,125 | City Manager |
| Coral Springs | Director of Parks & Recreation | B | \$65,000 | \$81,000 | \$97,000 | 53% | \$12,795 | \$17,060 | \$21,799 | 68 | 7076944 | 21 | \$72,855 | City Manager |
| Davis | Parks & Recreation Director | B | \$66,336 | \$77,616 | \$88,996 | 50% | \$12,795 | \$17,060 | \$21,799 | 1 | \$9,367,411 | 20 | \$73,135 | Town Administrator |
| Pompano Beach | PARKS & RECREATION DIRECTOR | B | \$63,802 | \$76,549 | \$86,495 | 47% | \$12,795 | \$17,060 | \$21,799 | 69 | \$9,367,411 | 13 | \$93,970 | City MANAGER |
| Wellington | Parks and Recreation Director | C | \$61,027 | \$76,284 | \$91,541 | 43% | \$12,795 | \$17,060 | \$21,799 | 1 | \$9,367,411 | 23 | \$68,265 | Director of Community Service |
| Palm Beach | Director of Recreation | B | \$59,862 | \$75,926 | \$91,890 | 40% | \$12,795 | \$17,060 | \$21,799 | 18 | \$9,367,411 | 14 | \$91,890 | Town Manager |
| Rivera Beach | Director Recreation and Parks | B | \$60,733 | \$74,590 | \$88,446 | 37% | \$12,795 | \$17,060 | \$21,799 | 55.5 | \$2,957,468 | 24 | \$68,017 | Asst. City Mgr. |
| Hialeahdale Beach | Dir of Parks & Recreation | B | \$65,769 | \$73,934 | \$82,139 | 33% | \$12,795 | \$17,060 | \$21,799 | 50 | \$2,256,080 | 25 | \$65,769 | City Manager |
| Boynton Beach | Director, Recreation and Parks | C | \$58,172 | \$72,716 | \$87,259 | 30% | \$12,795 | \$17,060 | \$21,799 | 85 | \$2,290,556 | 29 | \$60,694 | Asst. City Manager |
| Royal Palm Beach | Parks & Recreation Director | B | \$60,152 | \$71,938 | \$85,723 | 27% | \$12,795 | \$17,060 | \$21,799 | 65 | \$2,033,581 | 22 | \$68,869 | City Manager |
| Palm Beach Gardens | Director, Recreation Division | C | \$53,536 | \$70,240 | \$86,961 | 23% | \$12,795 | \$17,060 | \$21,799 | 35 | \$7,371,154 | 19 | \$75,419 | Community Services Admin |
| North Lauderdale | Same | C | \$54,670 | \$65,017 | \$75,364 | 20% | \$12,795 | \$17,060 | \$21,799 | 124 | \$3,183,080 | 18 | \$81,158 | City Manager |
| Greenacres | LEISURE SERVICES DIRECTOR | B | \$59,888 | \$61,172 | \$82,064 | 17% | \$12,795 | \$17,060 | \$21,799 | 30 | \$1,249,286 | 28 | \$65,664 | ASST CITY MGR |
| Lauderdale Lakes | Director of Parks and Leisure Ser | B | \$46,531 | \$40,056 | \$73,584 | 13% | \$12,795 | \$17,060 | \$21,799 | 49 | \$1,789,913 | 27 | \$63,650 | City Manager |
| Tequesta | Same | B | \$40,919 | \$48,550 | \$56,181 | 10% | \$12,795 | \$17,060 | \$21,799 | 1 | \$224,887 | 33 | \$41,372 | City Manager |
| Lake Worth | RECREATION MANAGER | B | \$36,920 | \$46,550 | \$56,181 | 7% | \$12,795 | \$17,060 | \$21,799 | 2 | \$224,887 | 31 | \$54,642 | Village Manager |
| Lake Park | Community Affairs Director | B | \$37,902 | \$41,825 | \$45,687 | 3% | \$12,795 | \$17,060 | \$21,799 | 43 | \$7,173,056 | 32 | \$51,065 | CITY MANAGER |
| Kissimmee | Director, Parks, Recreation and Cultural Arts | B | DDO | | | | | | | 11 | \$7173,056 | 11 | \$97,718 | City Manager |
| Maitland | Leisure Services Director | B | | | | | | | | 5 | \$704,051 | 30 | \$37,491 | City Manager |
| Parkland | Same | B | | | | | | | | 1 | | 26 | \$65,104 | City Manager |
| Broward Co. Housing Auth. | No Match | | | | | | | | | | | | | N/A |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | | | | | |
| PBC Children's Services | No Match | | | | | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | | | | | |
| PBC Health Care Dist | No Match | | | | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | | | | | |
| SFWMD | No Match | | | | | | | | | | | | | |
| | | | | | | | | | | | Actual Salary Results | | | |
| | | | Minimum | Midpoint | Maximum | | 3rd Quartile | 1st Quartile | | | | | \$94,226 | |
| | | | Average: | \$64,277 | \$79,455 | \$94,633 | | | | | | | | |
| | | | Std. Dev.: | \$12,795 | \$17,060 | \$21,799 | | | | | | | | |
| | | | Median: | \$65,410 | \$79,308 | \$93,960 | | | | | | | | |

Check box if Aver. Actual Salary Includes Longevity

Accountant

| Employer | Your Title | Minimum | Midpoint | %ile | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|------------------------|----------|----------|------|----------|-----------------------|-----------------------|------|-----------------------|
| Punipano Beach | Accountant | \$45,202 | \$54,402 | 100% | \$63,602 | 2 | 2 | 1 | \$64,353 |
| Hollywood | Accountant | \$35,718 | \$51,711 | 97% | \$67,704 | 5 | 5 | 7 | \$47,644 |
| Penrose Pines | Staff | \$41,267 | \$50,960 | 94% | \$60,653 | 2 | 2 | 22 | \$40,237 |
| Surfside | Staff Accountant | \$41,476 | \$49,326 | 90% | \$57,175 | 3 | 3 | 6 | \$31,808 |
| PBC Clerk Circuit Court | Accountant | \$41,075 | \$48,688 | 84% | \$56,300 | 1 | 1 | 10 | \$46,003 |
| Boca Raton | Accountant II | \$36,386 | \$48,514 | 81% | \$60,640 | 3 | 3 | 20 | \$41,075 |
| Broward Co Sheriff's Office | Staff Accountant | \$34,237 | \$47,385 | 77% | \$58,840 | 1 | 1 | 12 | \$45,641 |
| SCVMO | Accountant | \$38,000 | \$47,560 | 74% | \$60,923 | 1 | 1 | 4 | \$52,520 |
| Coral Springs | Accountant I | \$42,161 | \$47,500 | 71% | \$57,000 | 3 | 3 | 3 | \$53,744 |
| Hallandale Beach | Staff Accountant | \$37,898 | \$47,434 | 68% | \$57,000 | 1 | 1 | 9 | \$46,529 |
| Wellington | Accountant | \$37,763 | \$47,230 | 65% | \$56,826 | 1 | 1 | 19 | \$42,411 |
| Deerfield Beach | Staff Accountant | \$36,834 | \$46,399 | 58% | \$55,680 | 2 | 2 | 24 | \$39,666 |
| Jupiter | Accountant | \$36,095 | \$46,176 | 52% | \$55,924 | 1 | 1 | 8 | \$46,883 |
| Palm Beach Co. | Staff Accountant | \$34,259 | \$43,898 | 48% | \$53,518 | 1 | 1 | 2 | \$54,633 |
| Ft. Lauderdale | Accountant I | \$33,676 | \$43,802 | 45% | \$51,993 | 5 | 2 | 13 | \$45,011 |
| PBC Children's Services Council | Financial Analyst | \$32,772 | \$42,399 | 42% | \$51,077 | 1 | 1 | 21 | \$41,065 |
| Requesta | Accountant II | \$32,010 | \$41,263 | 39% | \$50,077 | 1 | 1 | 18 | \$42,436 |
| PBC Solid Waste Auth. | Accountant | \$31,895 | \$40,636 | 35% | \$50,465 | 1 | 1 | 17 | \$42,494 |
| Pinehills Co. | Accountant I | \$31,720 | \$40,044 | 32% | \$50,025 | 2 | 2 | 11 | \$45,673 |
| Tamarac | Accountant | \$31,259 | \$39,728 | 29% | \$49,515 | 2 | 2 | 6 | \$49,367 |
| Palm Beach Gardens | Accountant | \$30,972 | \$39,375 | 26% | \$48,504 | 1 | 1 | 16 | \$42,795 |
| Boynton Beach | Accountant | \$30,285 | \$38,235 | 23% | \$47,842 | 1 | 1 | 27 | \$32,768 |
| Miramar | Accountant I | \$28,328 | \$34,093 | 19% | \$42,660 | 6 | 6 | 23 | \$40,159 |
| West Palm Beach | Accountant | \$28,328 | \$34,093 | 16% | \$42,992 | 3 | 2 | 23 | \$40,159 |
| Parkland | Accountant | \$28,328 | \$34,093 | 13% | \$42,464 | 1 | 1 | 15 | \$42,921 |
| North Lauderdale | Accountant I | \$21,902 | \$21,902 | 10% | \$41,464 | 1 | 1 | 26 | \$35,053 |
| Palm Springs | Accountant I | \$21,902 | \$21,902 | 6% | \$39,857 | 1 | 1 | 28 | \$32,115 |
| PBC Health Care Dist. | Accountant I | \$21,902 | \$21,902 | 3% | \$26,416 | 1 | 1 | 26 | \$38,000 |
| Lake Worth | Accountant I | \$21,902 | \$21,902 | 3% | \$26,416 | 1 | 1 | 29 | \$21,902 |
| Broward Housing Authority | See ACCOUNTING CLERK I | | | | | | | | |
| Coconut Creek | No Match | | | | | | | | |
| Davie | No Match | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | |
| Greenacres | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Palm Beach | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| Riviera Beach | No Match | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | |

Average: \$35,453
Std. Dev.: \$5,081
Median: \$36,095

Minimum: \$35,453
Midpoint: \$44,369
Maximum: \$6,116

3rd Quartile: \$46,883
1st Quartile: \$40,237

Weighted Average: \$44,547

Total Filled: 71

Actual Salary Results

Simple Average: \$43,731

Weighted Average: \$44,547

Assistant to the City Manager

| Employer | Your Title | Minimum | Midpoint | %Title | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|--------------------------------------|-----------|-----------|--------|-----------|-----------------------|-----------------------|------|-----------------------|
| Pinellas Co. | Chief Assistant County Admin | \$100,526 | \$128,170 | 100% | \$155,814 | 1 | 1 | 1 | \$155,814 |
| Plantation | Assistant to the Mayor | \$73,225 | \$88,788 | 94% | \$104,350 | 1 | 1 | 4 | \$84,525 |
| Palm Beach Gardens | Assistant to City Manager | \$73,225 | \$86,556 | 88% | \$108,000 | 1 | 1 | 3 | \$85,432 |
| North Lauderdale | Assistant City Manager | \$65,112 | \$75,400 | 82% | \$87,399 | 1 | 1 | 2 | \$87,399 |
| Sunrise | Assistant to the City Manager | \$63,401 | \$75,055 | 76% | \$86,999 | 1 | 1 | 6 | \$78,818 |
| El Landerside | Same | \$50,000 | \$75,000 | 71% | \$100,000 | 1 | 1 | 9 | \$63,544 |
| Deerfield Beach | Assist. to the City Manager | \$59,072 | \$72,322 | 65% | \$85,571 | 1 | 1 | 5 | \$80,877 |
| Palm Beach | Same | \$51,404 | \$64,255 | 59% | \$77,106 | 1 | 1 | 8 | \$67,059 |
| SFWMD | Assistant to Executive Director | \$50,029 | \$63,343 | 53% | \$76,661 | 1 | 1 | 12 | \$59,207 |
| Tamarac | Assistant to the City Manager | \$44,075 | \$61,163 | 47% | \$78,250 | 1 | 1 | 7 | \$73,486 |
| Wellington | Executive Assistant & Office Manager | \$47,389 | \$61,014 | 35% | \$68,765 | 1 | 1 | 10 | \$60,638 |
| PBC Clerk Circuit Court | EXECUTIVE ASSISTANT TO THE CITY MGR. | \$45,943 | \$57,304 | 29% | \$65,673 | 1 | 1 | 11 | \$60,461 |
| Maitland | Executive Assistant | \$42,219 | \$53,946 | 24% | \$60,984 | 1 | 1 | 13 | \$57,664 |
| Jupiter | Administrative Assistant | \$39,399 | \$50,197 | 18% | \$58,587 | 1 | 1 | 16 | \$48,464 |
| Riviera Beach | Assistant to the City Manager | \$39,058 | \$48,823 | 12% | \$52,804 | 1 | 1 | 18 | \$43,853 |
| Lake Worth | ASSISTANT TO THE CITY MANAGER | \$36,142 | \$44,473 | 6% | \$46,550 | 1 | 1 | 15 | \$48,921 |
| Boca Raton | CONTRACT | \$37,273 | \$41,912 | | | | | 17 | \$45,000 |
| Boynton Beach | No Match | | | | | | | | |
| Broward Co. Sheriff's Office | No Match | | | | | | | | |
| Broward Housing Authority | No Match | | | | | | | | |
| Cocoanut Creek | No Match | | | | | | | | |
| Coast Springs | No Match | | | | | | | | |
| Davie | No Match | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | |
| Greenacres | No Match | | | | | | | | |
| Lake Park | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Palm Beach Co. | No Match | | | | | | | | |
| Palm Springs | No Match | | | | | | | | |
| Parkland | No Match | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | |
| Pompano Beach | No Match | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | |
| Tequesta | No Match | | | | | | | | |
| West Palm Beach | No Match | | | | | | | | |

| | | | | | | | |
|------------|----------|---------|----------|----------|----------|---------|----------|
| Average: | \$53,369 | Minimum | \$16,335 | Midpoint | \$67,513 | Maximum | \$81,657 |
| Std. Dev.: | \$20,807 | Median: | \$50,000 | | \$63,343 | | \$25,829 |
| | | | | | | | \$77,106 |

| | | | | | |
|-----------------------|----|-----------------|----------|-------------------|----------|
| Total Filled: | 18 | 3rd Quartile | \$80,362 | 1st Quartile | \$51,279 |
| Actual Salary Results | | Simple Average: | \$69,406 | Weighted Average: | \$69,406 |

Deputy City Clerk

| Employer | Your Title | Minimum | Midpoint | Maximum | %ile | Check box if Aver. Actual Salary Includes Longevity | | |
|---------------------------------|-----------------------------------|--------------------|-------------------|------------------|------|-----------------------------------------------------|----------------------------|------|
| | | | | | | # of Budget Positions | # of Filled Positions | Rank |
| Davie | Assistant Town Clerk | | | | | | | |
| Hollywood | Deputy City Clerk | \$54,596 | \$63,880 | \$73,164 | 100% | 1 | 1 | 1 |
| Boynton Beach | Deputy City Clerk | \$35,000 | \$55,000 | \$75,000 | 96% | 1 | 1 | 14 |
| FL Lauderdale | Assistant City Clerk | \$41,017 | \$51,271 | \$61,525 | 92% | 1 | 1 | 4 |
| Pensacola Pres | Deputy City Clerk | \$42,848 | \$50,960 | \$59,072 | 88% | 1 | 1 | 2 |
| SEFWMD | Deputy District Clerk | \$39,270 | \$48,485 | \$57,699 | 84% | 2 | 2 | 13 |
| Jupiter | Deputy Town Clerk | \$34,237 | \$47,580 | \$60,923 | 80% | 1 | 1 | 8 |
| Riviera Beach | Deputy City Clerk | \$37,121 | \$46,401 | \$55,680 | 76% | 1 | 1 | 17 |
| West Palm Beach | Deputy City Clerk | \$37,591 | \$46,256 | \$54,921 | 72% | 1 | 1 | 19 |
| Boca Raton | Assistant City Clerk | \$36,968 | \$46,235 | \$55,482 | 68% | 1 | 1 | 12 |
| Delray Beach | same | \$34,706 | \$46,219 | \$57,731 | 64% | 2 | 2 | 9 |
| Tamarac | Assistant City Clerk | \$36,504 | \$45,635 | \$54,766 | 60% | 1 | 1 | 16 |
| Coconut Creek | Deputy City Clerk | \$34,923 | \$44,964 | \$55,004 | 56% | 1 | 1 | 11 |
| Palm Beach | Assistant Town Clerk | \$37,274 | \$44,304 | \$51,334 | 52% | 1 | 1 | 15 |
| Deerfield Beach | Deputy City Clerk | \$34,614 | \$43,830 | \$53,045 | 48% | 1 | 1 | 3 |
| Hatfield Beach | Deputy City Clerk | \$34,684 | \$43,329 | \$51,994 | 44% | 1 | 1 | 22 |
| Wellington | Deputy Village Clerk | \$37,273 | \$43,108 | \$48,042 | 40% | 1 | 1 | 18 |
| North Lauderdale | Deputy City Clerk II | \$34,445 | \$43,056 | \$51,667 | 36% | 1 | 1 | 7 |
| Pompano Beach | Deputy City Clerk | \$35,929 | \$42,729 | \$48,529 | 32% | 1 | 1 | 6 |
| Palm Beach Gardens | Deputy City Clerk | \$35,416 | \$42,625 | \$49,835 | 28% | 1 | 1 | 21 |
| Sunrise | Assistant City Clerk | \$32,772 | \$42,399 | \$52,025 | 24% | 1 | 1 | 5 |
| Lauderdale Lakes | Deputy City Clerk | \$34,893 | \$41,497 | \$48,100 | 20% | 1 | 1 | 10 |
| Palm Springs | Deputy Village Clerk | \$33,113 | \$39,736 | \$46,358 | 16% | 1 | 1 | 24 |
| PBC Clerk Circuit Court | Minutes Clerk | \$27,269 | \$35,444 | \$43,618 | 12% | 1 | 1 | 25 |
| Lake Worth | DEPUTY CITY CLERK | \$28,416 | \$33,759 | \$41,101 | 8% | 6 | 6 | 23 |
| Lake Park | same | \$22,901 | \$28,881 | \$34,861 | 4% | 1 | 1 | 26 |
| Parkland | Assistant City Clerk | \$32,000 | | | | 1 | 1 | 20 |
| Broward Co. Sheriff's Office | No Match | | | | | | | |
| Broward Housing Authority | No Match | | | | | | | |
| Coast Springs | No Match | | | | | | | |
| Greenacres | No Match | | | | | | | |
| Miramar | No Match | | | | | | | |
| Palm Beach Co. | No Match | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | |
| Prudelis Co. | No Match | | | | | | | |
| Plantation | No Match | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | |
| Tequesta | No Match | | | | | | | |
| | (dues performed by Secretary III) | | | | | | | |
| | | Average: \$35,530 | Midpoint \$44,703 | Maximum \$53,735 | | Total Filled: 33 | | |
| | | Std. Dev.: \$5,728 | Midpoint \$44,304 | Maximum \$8,636 | | | | |
| | | Median: \$34,962 | | Maximum \$33,045 | | | | |
| | | | | | | 3rd Quartile \$49,258 | Simple Average: \$44,440 | |
| | | | | | | 1st Quartile \$38,521 | Weighted Average: \$42,846 | |

Administrative Secretary

| Employer | Your Title | Minimum | Midpoint | Maximum | %tile | Check box if Over, Actual Salary Includes Longevity | | | | Rank | Average Actual Salary |
|---------------------------------|-------------------------------------|------------|----------|-----------------------|----------|-----------------------------------------------------|-----------------------|----------------|------------------|------|-----------------------|
| | | | | | | # of Budget Positions | # of Filled Positions | Simple Average | Weighted Average | | |
| Plantation | Administrative Assistant | \$38,425 | \$45,688 | \$52,950 | 100% | 4 | 4 | 7 | \$41,350 | | |
| Pembroke Pines | Administrative Assistant I | \$36,358 | \$44,824 | \$53,290 | 98% | 8 | 8 | 8 | \$40,880 | | |
| Palm Beach Gardens | Administrative Assistant | \$34,503 | \$44,837 | \$54,837 | 95% | 1 | 1 | 4 | \$41,913 | | |
| Deerfield Beach | Office Supervisor | \$34,664 | \$43,330 | \$51,995 | 93% | 8 | 8 | 3 | \$43,638 | | |
| Coconut Creek | Administrative Assistant | \$33,114 | \$41,486 | \$49,858 | 90% | 12 | 11 | 6 | \$41,358 | | |
| Weston | Administrative Coordinator | \$32,767 | \$40,636 | \$48,505 | 88% | 4 | 4 | 4 | \$38,802 | | |
| PBC Clerk Circuit Court | Administrative Assistant III | \$31,304 | \$39,135 | \$46,966 | 85% | 5 | 5 | 10 | \$40,714 | | |
| PBC Tax Collector | Administrative Assistant | \$30,576 | \$39,073 | \$47,570 | 83% | 6 | 6 | 5 | \$41,770 | | |
| FT Lauderdale | same | \$30,775 | \$39,028 | \$47,281 | 80% | 5 | 5 | 9 | \$40,720 | | |
| Pompano Beach | Department Head Secretary | \$33,072 | \$38,730 | \$44,387 | 78% | 5 | 5 | 2 | \$44,175 | | |
| West Palm Beach | Administrative Assistant | \$32,124 | \$38,663 | \$45,202 | 76% | 7 | 7 | 1 | \$44,653 | | |
| Palm Beach | Same | \$30,358 | \$37,948 | \$45,537 | 73% | 3 | 3 | 15 | \$37,975 | | |
| Pinellas Co. | Administrative Secretary | \$29,761 | \$37,685 | \$45,608 | 71% | 3 | 3 | 19 | \$37,126 | | |
| Boca Raton | Senior Secretary | \$29,734 | \$37,578 | \$45,421 | 68% | 25 | 1 | 13 | \$39,286 | | |
| Boynton Beach | Administrative Assistant | \$27,820 | \$37,037 | \$46,253 | 68% | 17 | 17 | 15 | \$38,237 | | |
| Jupiter | Administrative Secretary | \$29,579 | \$36,974 | \$44,389 | 63% | 12 | 13 | 18 | \$37,210 | | |
| Hollywood | Administrative Secretary | \$29,369 | \$36,711 | \$44,053 | 61% | 13 | 12 | 22 | \$36,337 | | |
| Davie | Administrative Secretary | \$30,763 | \$36,670 | \$42,577 | 59% | 33 | 29 | 11 | \$40,039 | | |
| Palm Beach Co. | Administrative Secretary | \$31,118 | \$36,410 | \$41,701 | 56% | 11 | 11 | 17 | \$37,824 | | |
| PBC Health Care Dist. | Administrative Assistant | \$28,258 | \$35,560 | \$42,862 | 54% | 26 | 22 | 12 | \$39,584 | | |
| PBC Sheriff's Office | Administrative Secretary | \$28,674 | \$35,398 | \$42,122 | 51% | 33 | 31 | 21 | \$36,695 | | |
| Lauderdale Lakes | Administrative Secretary | \$27,972 | \$34,782 | \$41,592 | 49% | 7 | 7 | 27 | \$33,000 | | |
| Royal Palm Beach | Administrative Assistant | \$27,571 | \$34,108 | \$40,839 | 46% | 6 | 6 | 20 | \$36,713 | | |
| Broward Co. Sheriff's Office | Secretary II | \$27,466 | \$34,023 | \$40,579 | 41% | 6 | 6 | 20 | \$36,713 | | |
| Lanark | Administrative Specialist II | \$26,196 | \$33,728 | \$41,259 | 39% | 2 | 2 | 35 | \$30,081 | | |
| Orlando Springs | Principal Office Assistant | \$27,000 | \$33,500 | \$40,000 | 37% | 23 | 23 | 26 | \$33,896 | | |
| PBC Solid Waste Auth. | Administrative Assistant | \$23,837 | \$32,989 | \$42,141 | 34% | 6 | 6 | 23 | \$36,109 | | |
| Riviera Beach | Staff Assistant, Senior | \$29,752 | \$32,766 | \$35,769 | 32% | 14 | 14 | 31 | \$32,567 | | |
| Hialeah Beach | Administrative Office Assistant III | \$29,120 | \$32,739 | \$36,358 | 29% | 1 | 1 | 30 | \$32,751 | | |
| Sanibel | Administrative Office Assistant III | \$27,801 | \$32,595 | \$37,389 | 27% | 15 | 14 | 24 | \$35,665 | | |
| Palm Springs | Secretary II | \$24,960 | \$32,464 | \$38,967 | 24% | 6 | 5 | 29 | \$32,760 | | |
| Tequesta | Administrative Assistant | \$26,485 | \$32,414 | \$38,343 | 22% | 34 | 3 | 28 | \$32,761 | | |
| SPWMD | Administrative Assistant-Staff | \$21,590 | \$31,803 | \$42,016 | 20% | 34 | 34 | 34 | \$30,752 | | |
| PBC Children's Services Council | Senior Administrative Assistant | \$24,224 | \$31,492 | \$38,759 | 17% | 2 | 2 | 32 | \$31,773 | | |
| Delray Beach | Staff Assistant II | \$24,835 | \$31,180 | \$37,544 | 15% | 14 | 14 | 37 | \$27,761 | | |
| Greenwood | SAME | \$30,055 | \$30,807 | \$31,558 | 12% | 6 | 6 | 33 | \$31,558 | | |
| Broward Housing Authority | Administrative Assistant | \$24,280 | \$30,362 | \$36,434 | 10% | 3 | 3 | 25 | \$34,644 | | |
| Parkland | Administrative Assistants I & II | \$23,628 | \$29,671 | \$35,713 | 7% | 11 | 10 | 36 | \$28,288 | | |
| Lake Worth | ADMINISTRATIVE SECRETARY | \$21,757 | \$27,425 | \$33,093 | 5% | 1 | 2 | 39 | \$23,119 | | |
| Lake Park | same | \$22,196 | \$26,712 | \$31,220 | 2% | 1 | 1 | 38 | \$23,338 | | |
| North Lauderdale | No Match | | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | | |
| | | Average: | | \$28,843 | \$35,697 | \$42,550 | Total Filled: 376 | | \$36,095 | | |
| | | Std. Dev.: | | \$3,875 | \$4,508 | \$5,688 | | | \$36,238 | | |
| | | Median: | | \$29,120 | \$35,398 | \$42,122 | | | | | |
| | | | | Actual Salary Results | | | | | | | |
| | | | | 3rd Quartile | \$40,377 | Simple Average: | | | \$36,095 | | |
| | | | | 1st Quartile | \$32,756 | Weighted Average: | | | \$36,238 | | |

Recreation Superintendent

| Employer | Your Title | Minimum | Midpoint | Maximum | %tile | Check box if Aver. Actual Salary Includes Longevity | | | |
|---------------------------------|-----------------------------------|----------|----------|-----------|-------|-----------------------------------------------------|-----------------------|------|-----------------------|
| | | | | | | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
| Panhandle Press | Division Director of Recreation | \$69,139 | \$86,455 | \$103,771 | 100% | 1 | 1 | 4 | \$77,784 |
| Palm Beach Co. | Director, Recreation | \$52,208 | \$83,113 | \$104,018 | 95% | 1 | 1 | 1 | \$103,615 |
| Ft. Lauderdale | Same | \$62,088 | \$75,983 | \$89,877 | 90% | 2 | 2 | 2 | \$89,877 |
| Boynton Beach | Director, Recreation | \$58,172 | \$72,716 | \$87,259 | 85% | 1 | 1 | 3 | \$83,628 |
| Palm Beach Gardens | Director, Recreation Division | \$53,539 | \$70,250 | \$86,961 | 80% | 1 | 1 | 6 | \$75,419 |
| Boca Raton | Recreation Superintendent | \$52,397 | \$64,427 | \$76,457 | 75% | 1 | 1 | 5 | \$76,457 |
| Hollywood | Recreation Program Manager | \$46,125 | \$64,083 | \$82,000 | 70% | 1 | 1 | 7 | \$71,864 |
| West Palm Beach | Recreation Manager | \$50,440 | \$63,045 | \$75,650 | 65% | 1 | 1 | 9 | \$65,790 |
| Royal Palm Beach | Assistant Recreation Director | \$52,264 | \$62,330 | \$72,395 | 60% | 1 | 4 | 11 | \$59,095 |
| Pigeon | Superintendent Of Recreation | \$50,089 | \$61,964 | \$73,838 | 55% | 1 | 1 | 16 | \$53,702 |
| Delray Beach | Same | \$47,300 | \$56,938 | \$66,575 | 50% | 1 | 1 | 13 | \$56,575 |
| Surfside | Div. Dir Recreation Prog. & Oper. | \$45,385 | \$56,701 | \$68,016 | 45% | 1 | 1 | 17 | \$46,800 |
| Punta Gorda Beach | Recreation Manager | \$46,926 | \$55,808 | \$64,689 | 40% | 1 | 1 | 12 | \$57,175 |
| Tamarac | Recreation Superintendent | \$45,202 | \$54,402 | \$63,602 | 35% | 3 | 3 | 8 | \$66,880 |
| Milamarc | Recreation Superintendent | \$41,155 | \$52,672 | \$64,189 | 30% | 1 | 1 | 19 | \$45,270 |
| Coal Springs | Recreation Superintendent | \$41,021 | \$52,097 | \$63,173 | 25% | 1 | 1 | 10 | \$59,477 |
| Lake Worth | RECREATION MANAGER | \$40,000 | \$49,500 | \$59,000 | 20% | 1 | 1 | 14 | \$55,795 |
| North Lauderdale | Recreation Manager | \$36,920 | \$46,550 | \$56,181 | 15% | 1 | 1 | 15 | \$54,642 |
| Hialeah Beach | Recreation Specialist | \$36,827 | \$43,797 | \$50,767 | 10% | 1 | 1 | 18 | \$46,442 |
| Broward Co. Sheriff's Office | No Match | \$28,392 | \$31,928 | \$35,464 | 5% | 1 | 1 | 20 | \$35,464 |
| Broward Housing Authority | No Match | | | | | | | | |
| Cocoaon Creek | No Match | | | | | | | | |
| Davie | No Match | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | |
| Greenacres | No Match | | | | | | | | |
| Jupiter | No Match | | | | | | | | |
| Lake Park | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Palm Beach | No Match | | | | | | | | |
| Palm Springs | No Match | | | | | | | | |
| Parkland | No Match | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | |
| PBC Clark Circuit Court | No Match | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| Piontas Co. | No Match | | | | | | | | |
| Riviera Beach | No Match | | | | | | | | |
| SFWMMD | No Match | | | | | | | | |
| Tongass | No Match | | | | | | | | |

Average: \$48,279
Std. Dev.: \$9,838
Median: \$47,113

Minimum \$48,279
Midpoint \$60,237
Maximum \$72,194

3rd Quartile \$75,679
1st Quartile \$54,407

Simple Average: \$64,091
Weighted Average: \$64,716

Total Filled: 26

Actual Salary Results

3rd Quartile \$75,679
1st Quartile \$54,407

Simple Average: \$64,091
Weighted Average: \$64,716

Total Filled: 26

Actual Salary Results

3rd Quartile \$75,679
1st Quartile \$54,407

Simple Average: \$64,091
Weighted Average: \$64,716

Total Filled: 26

Actual Salary Results

3rd Quartile \$75,679
1st Quartile \$54,407

Simple Average: \$64,091
Weighted Average: \$64,716

Total Filled: 26

Actual Salary Results

3rd Quartile \$75,679
1st Quartile \$54,407

Simple Average: \$64,091
Weighted Average: \$64,716

Code Compliance/Enforcement Officer

| Employer | Your Title | Minimum | Midpoint | 5/16th | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|-------------------------------|--------------------|----------|--------|----------|-----------------------|-----------------------|-------------------|-----------------------|
| Triland | Same | \$36,795 | \$43,867 | 100% | \$50,918 | 1 | 1 | 1 | \$49,441 |
| Alm Beach Co | Code Enforcement Officer | \$34,756 | \$43,736 | 97% | \$52,715 | 29 | 26 | 2 | \$46,770 |
| Jayve | Code Compliance Inspector | \$35,150 | \$42,297 | 94% | \$48,444 | 4 | 4 | 4 | \$41,848 |
| Shelby Co | Environmental Code Enforc OIR | \$32,750 | \$41,688 | 90% | \$50,626 | 16 | 16 | 6 | \$38,482 |
| Alm Beach | Code Compliance Officer I | \$32,677 | \$41,377 | 87% | \$50,077 | 1 | | | |
| Ironi Ration | Code Compliance Officer | \$30,650 | \$40,854 | 84% | \$51,048 | 9 | 8 | 17 | \$34,113 |
| Waycross Creek | Code Enforcement Officer | \$33,987 | \$40,508 | 81% | \$47,028 | 21 | 19 | 3 | \$45,172 |
| Saltwater Beach | Code Compliance Officer I | \$32,448 | \$40,279 | 77% | \$48,110 | 3 | 3 | 11 | \$36,102 |
| Applenton | Code Compliance Specialist | \$35,464 | \$39,874 | 74% | \$44,293 | 3 | 3 | 7 | \$37,932 |
| Delray Beach | Code Enforcement Examiner | \$33,543 | \$39,297 | 71% | \$45,060 | 7 | 7 | 8 | \$37,470 |
| Wellington | Same | \$31,241 | \$39,249 | 68% | \$47,257 | 8 | 8 | 10 | \$36,480 |
| Jual Springs | Code Enforcement Officer | \$31,000 | \$39,135 | 65% | \$46,966 | 8 | 8 | 16 | \$34,148 |
| L. Lauderdale | Code Compliance Officer | \$33,134 | \$39,000 | 61% | \$47,000 | 8 | 8 | 9 | \$36,863 |
| Hamrode Pines | Code Compliance Officer | \$31,408 | \$38,834 | 58% | \$44,533 | 20 | 20 | 5 | \$41,841 |
| Alm Beach Gardens | Code Enforcement Officer | \$29,744 | \$38,719 | 52% | \$46,030 | 7 | 7 | 20 | \$33,336 |
| Howard Co. Sheriff's Office | Code Inspector | \$30,863 | \$38,232 | 48% | \$45,600 | 3 | 3 | 19 | \$33,806 |
| Avra Beach | Code Compliance Officer | \$30,345 | \$37,340 | 45% | \$44,335 | 4 | 4 | 25 | \$31,545 |
| Loggion Beach | Code Enforcement Officer | \$29,579 | \$36,974 | 42% | \$44,369 | 4 | 3 | 15 | \$34,971 |
| Lupler | Code Enforcement Officer | \$29,369 | \$36,711 | 39% | \$44,053 | 4 | 3 | 21 | \$32,880 |
| Farmdale | Code Compliance Officer | \$28,203 | \$36,488 | 35% | \$44,772 | 4 | 3 | 18 | \$34,075 |
| West Palm Beach | Code Enforcement Officer | \$28,895 | \$36,119 | 32% | \$43,343 | 6 | 6 | 13 | \$35,951 |
| Jurise | Code Enforcement Officer | \$30,687 | \$35,979 | 29% | \$41,271 | 1 | 1 | 12 | \$36,063 |
| Greenacres | SAME | \$34,346 | \$35,205 | 26% | \$36,063 | 1 | 1 | | |
| Alm Worth | CODE COMPLIANCE OFFICER | \$28,406 | \$35,162 | 23% | \$41,829 | 1 | 1 | | |
| Venator | Community Standards Officer | \$27,923 | \$34,026 | 19% | \$41,333 | 5 | 5 | 23 | \$32,063 |
| Soyal Palm Beach | Code Enforcement Inspector | \$27,572 | \$34,109 | 16% | \$40,645 | 2 | 2 | 22 | \$32,189 |
| North Lauderdale | Code Compliance Officer | \$28,068 | \$33,380 | 13% | \$38,602 | 4 | 4 | 27 | \$29,719 |
| Alm Park | Code Compliance Officer | \$26,979 | \$32,469 | 10% | \$37,959 | 1 | 1 | 14 | \$35,027 |
| Howard Housing Authority | Property Inspector | \$24,290 | \$30,362 | 6% | \$35,434 | 7 | 7 | 24 | \$31,756 |
| Alm Springs | Code Enforcement Officer | \$22,110 | \$28,735 | 3% | \$35,360 | 1 | 1 | 26 | \$31,450 |
| Deerfield Beach | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| BGC Children's Services Council | No Match | | | | | | | | |
| BGC Clerk Circuit Court | No Match | | | | | | | | |
| BGC Health Care Dist. | No Match | | | | | | | | |
| BGC Health Care Dist. | No Match | | | | | | | | |
| BGC Property Appraiser | No Match | | | | | | | | |
| BGC Sheriff's Office | No Match | | | | | | | | |
| BGC Sheriff's Office | No Match | | | | | | | | |
| BGC Solid Waste Auth. | No Match | | | | | | | | |
| BGC Tax Collector | No Match | | | | | | | | |
| 2-impiano Beach | No Match | | | | | | | | |
| SFWMD | No Match | | | | | | | | |
| Lequester | No Match | | | | | | | | |
| | | Minimum | Midpoint | | Maximum | Total Filled: 192 | | | |
| | | Average: \$30,800 | \$37,715 | | \$44,630 | | | | |
| | | Std. Dev.: \$3,306 | \$3,605 | | \$4,572 | | | | |
| | | Median: \$30,863 | \$38,559 | | \$44,772 | | | | |
| | | | | | | Actual Salary Results | | | |
| | | | | | | 3rd Quartile | \$37,701 | Simple Average: | \$36,352 |
| | | | | | | 1st Quartile | \$33,108 | Weighted Average: | \$38,461 |

Check box if Aver. Actual Salary Includes Longevity

Supervisor

| Employer | Your Title | Minimum | Midpoint | Maximum | % Title | # of Budget Positions | # of Filled Positions | Average Actual | |
|---------------------------------|----------------------------------|----------|----------|----------|---------|-----------------------|-----------------------|----------------|--------|
| | | | | | | | | Rank | Salary |
| Boynton Beach | Supervisor (Various Dept avg) | \$44,448 | \$55,561 | \$66,673 | 100% | | | | |
| PBC Solid Waste Auth. | Supervisor (All Fields) | \$38,397 | \$53,123 | \$67,850 | 95% | | | | |
| Palm Beach | Street/Parks Supervisor | \$41,443 | \$52,477 | \$63,511 | 91% | | | | |
| Palm Beach Gardens | Same | \$39,911 | \$51,647 | \$63,382 | 85% | | | | |
| FL Lauderdale | Parks/Public Works Foreman | \$41,829 | \$49,733 | \$57,637 | 82% | | | | |
| Flower Beach | Public Works Supervisor | \$40,211 | \$49,480 | \$58,749 | 77% | | | | |
| Palm Beach Co. | Public Works Supervisor | \$39,120 | \$49,228 | \$59,336 | 73% | | | | |
| Neen Lauderdale | Field Operations Manager | \$39,654 | \$47,165 | \$54,670 | 68% | | | | |
| Pompano Beach | Street/Grounds Supervisor | \$39,046 | \$46,994 | \$54,943 | 64% | | | | |
| Cocoa Creek | Foreman | \$38,480 | \$46,280 | \$54,984 | 59% | | | | |
| Tamarac | Landscaper/Stormwater Supervisor | \$37,167 | \$45,631 | \$54,090 | 55% | | | | |
| West Palm Beach | Maintenance Supervisor | \$36,086 | \$45,108 | \$54,095 | 50% | | | | |
| Jupiter | Public Works Supervisor | \$35,182 | \$43,978 | \$54,129 | 45% | | | | |
| Palm Springs | Public Works Supervisor | \$31,179 | \$40,539 | \$49,899 | 41% | | | | |
| Hollywood | Public Works Supervisor | \$33,155 | \$39,520 | \$45,884 | 36% | | | | |
| Lake Worth | Operations Manager | \$32,793 | \$39,466 | \$46,139 | 32% | | | | |
| Hatfield Beach | SOLD WASTE SUPERVISOR | \$30,971 | \$39,052 | \$47,133 | 27% | | | | |
| Pinellas Co. | Public Service Supervisor | \$33,758 | \$37,960 | \$42,161 | 23% | | | | |
| Royal Palm Beach | Crew Chief III | \$29,734 | \$37,578 | \$45,421 | 18% | | | | |
| Plantation | Foreman I | \$29,717 | \$36,762 | \$43,806 | 14% | | | | |
| Broward Housing Authority | Maintenance Foreman | \$28,384 | \$33,592 | \$38,799 | 9% | | | | |
| Parkland | Assistant Public Works Director | \$24,290 | \$30,362 | \$36,434 | 5% | | | | |
| Boca Raton | No Match | | | | | | | | |
| Broward Co. Sheriff's Office | No Match | | | | | | | | |
| Coal Springs | No Match | | | | | | | | |
| Dave | No Match | | | | | | | | |
| Deerfoot Beach | No Match | | | | | | | | |
| Deeray Beach | No Match | | | | | | | | |
| Greenacres | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Micanter | No Match | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | |
| PBC Civil Circuit Court | No Match | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | |
| SFWMD | No Match | | | | | | | | |
| Surprise | No Match | | | | | | | | |
| Tempesta | No Match | | | | | | | | |
| Wellington | No Match | | | | | | | | |

Average: \$35,680
 Std. Dev.: \$5,154
 Median: \$36,627

Minimum: \$35,680
 Midpoint: \$44,147
 Maximum: \$52,614

3rd Quartile: \$52,768
 1st Quartile: \$38,877

Total Filled: 91
 Actual Salary Results:
 Simple Average: \$46,758
 Weighted Average: \$48,631

PEPIC Salary Survey 2004

Crew Chief/Lead-Worker

| Employer | Your Title | Minimum | Midpoint | %tile | Maximum | Check box if Aver. Actual Salary Includes Longevity | | | |
|---------------------------------|---------------------------------|----------|----------|-------|----------|-----------------------------------------------------|-----------------------|------|-----------------------|
| | | | | | | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
| SFWWD | Crew Chief | \$34,237 | \$45,088 | 100% | \$57,138 | 25 | 25 | 2 | \$47,738 |
| Pembroke Pines | Maintenance Crew Leader | \$34,500 | \$42,692 | 90% | \$50,794 | 2 | 2 | 11 | \$38,979 |
| Pompano Beach | Maintenance Foreman | \$35,059 | \$42,195 | 92% | \$49,331 | 15 | 15 | 1 | \$51,395 |
| Palmdale | Streetscape Crew Chiefs | \$34,673 | \$41,340 | 88% | \$48,006 | 2 | 2 | 5 | \$42,400 |
| Rivera Beach | Property Maintenance Supervisor | \$32,275 | \$41,151 | 85% | \$50,026 | 1 | 1 | 14 | \$36,045 |
| Palm Beach Co. | Public Works Crew Chief | \$31,801 | \$40,021 | 81% | \$48,241 | 45 | 43 | 3 | \$44,056 |
| Boynton Beach | Crew Supervisor | \$30,723 | \$38,404 | 77% | \$46,085 | 7 | 7 | 7 | \$41,840 |
| West Palm Beach | Maintenance Leader | \$30,358 | \$37,948 | 73% | \$45,537 | 11 | 11 | 6 | \$42,304 |
| Coconut Creek | Lead Worker | \$30,722 | \$37,861 | 69% | \$45,000 | 2 | 2 | 13 | \$36,241 |
| Tamuae | Streets Crewleader | \$30,764 | \$37,768 | 65% | \$44,772 | 11 | 11 | 18 | \$33,350 |
| Palm Beach | Parks Supervisor | \$29,028 | \$36,757 | 62% | \$44,485 | 2 | 2 | 10 | \$39,281 |
| Deerfield Beach | Crew Leader | \$29,000 | \$36,000 | 58% | \$43,000 | 1 | 1 | 4 | \$42,742 |
| Coral Springs | Crew Leader II | \$28,891 | \$35,370 | 54% | \$41,849 | 4 | 4 | 20 | \$32,882 |
| Palm Beach Gardens | Maintenance Tech IV | \$27,560 | \$35,260 | 50% | \$42,960 | 3 | 3 | 8 | \$41,369 |
| Lauderdale Lakes | Crew Leader | \$28,698 | \$34,769 | 46% | \$40,839 | 3 | 3 | 16 | \$35,000 |
| Fl. Lauderdale | Municipal Mt. Worker IV (Parks) | \$28,558 | \$33,509 | 42% | \$38,459 | 6 | 6 | 12 | \$38,459 |
| Deerfield Beach | Maintenance Worker III | \$26,767 | \$33,454 | 38% | \$40,140 | 3 | 3 | 17 | \$33,509 |
| Palm Springs | Public Works Foreman | \$25,688 | \$33,405 | 35% | \$41,122 | 1 | 1 | 9 | \$41,122 |
| Dwyer | Crew Leader | \$26,584 | \$32,930 | 31% | \$39,276 | 14 | 14 | 19 | \$32,930 |
| Wellington | Maintenance Worker III | \$25,675 | \$32,344 | 27% | \$38,813 | 8 | 8 | 15 | \$35,771 |
| Lake Worth | LEAD EQUIPMENT OPERATOR | \$25,438 | \$30,818 | 23% | \$38,688 | 11 | 13 | 24 | \$28,413 |
| Greenacres | Maintenance Crewleader | \$28,378 | \$29,500 | 19% | \$35,257 | 11 | 11 | 22 | \$30,863 |
| Greenacres | LANDSCAPE CREW CHIEF | \$28,878 | \$28,500 | 15% | \$30,322 | 1 | 1 | 23 | \$30,322 |
| Royal Palm Beach | General Maintenance Worker II | \$23,173 | \$28,666 | 12% | \$34,159 | 3 | 3 | 26 | \$27,262 |
| Pineas Co. | Maintenance Crew Leader | \$22,625 | \$27,873 | 8% | \$33,120 | 23 | 22 | 25 | \$27,939 |
| Lake Park | Crew Leader | \$21,774 | \$26,204 | 4% | \$30,634 | 1 | 1 | 21 | \$31,605 |
| Boca Raton | No Match | | | | | | | | |
| Broward Co. Sheriff's Office | No Match | | | | | | | | |
| Broward Housing Authority | No Match | | | | | | | | |
| Hialeah Beach | No Match | | | | | | | | |
| Hollywood | No Match | | | | | | | | |
| Applh | No Match | | | | | | | | |
| Merritt | No Match | | | | | | | | |
| North Lauderdale | No Match | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | |
| PBC Child Care | No Match | | | | | | | | |
| PBC Health Care Diet. | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| Sumite | No Match | | | | | | | | |
| Requesta | No Match | | | | | | | | |

Average: \$28,851
 Std. Dev.: \$3,670
 Median: \$28,885

Minimum \$28,851
 Midpoint \$35,542
 Maximum \$42,233
 3rd Quartile \$42,405
 1st Quartile \$28,885

Total Filled: 218
 Actual Salary Results
 Simple Average: \$37,071
 Weighted Average: \$38,646

Solid Waste Heavy Equipment Operator

| Employer | Your Title | Minimum | Midpoint | Maximum | %ile | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|---------------------------------|----------|----------|----------|------|----------|-----------------------|-----------------------|------|-----------------------|
| Deerfield Beach | Heavy Equipment Operator | \$31,861 | \$39,752 | \$47,702 | 100% | \$47,702 | 20 | 20 | 1 | \$42,876 |
| Palm Beach | Equipment Opr. (20 yd.) | \$28,873 | \$36,560 | \$44,247 | 89% | \$44,247 | 2 | 2 | 2 | \$40,888 |
| Boynton Beach | Packer Operator/Driver | \$24,774 | \$34,309 | \$43,843 | 78% | \$43,843 | 30 | 28 | 7 | \$32,072 |
| Ft. Lauderdale | Heavy Equip Operator/Truck Oper | \$27,292 | \$34,116 | \$40,939 | 67% | \$40,939 | 13 | 13 | 5 | \$35,366 |
| Hollywood | Solid Waste Collector | \$28,556 | \$33,509 | \$38,459 | 56% | \$38,459 | 9 | 9 | 4 | \$36,395 |
| West Palm Beach | Heavy Equipment Operator | \$27,830 | \$33,186 | \$38,542 | 44% | \$38,542 | 17 | 17 | 3 | \$39,796 |
| Palm Springs | Sanitation Equipment Operator | \$25,539 | \$31,184 | \$36,309 | 33% | \$36,309 | 3 | 3 | 6 | \$34,401 |
| Lake Worth | Sanitation II | \$22,110 | \$28,735 | \$35,360 | 22% | \$35,360 | 3 | 3 | 8 | \$24,578 |
| Broward Co. Sheriff's Office | EQUIPMENT OPERATOR II | \$19,157 | \$24,159 | \$29,162 | 11% | \$29,162 | 3 | 17 | 9 | \$19,552 |
| Broward Housing Authority | No Match | | | | | | | | | |
| Coconut Creek | No Match | | | | | | | | | |
| Coral Springs | No Match | | | | | | | | | |
| Davie | No Match | | | | | | | | | |
| Delray Beach | No Match | | | | | | | | | |
| Greenacres | No Match | | | | | | | | | |
| Hialeah Beach | No Match | | | | | | | | | |
| Jupiter | No Match | | | | | | | | | |
| Lake Park | No Match | | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | | |
| North Lauderdale | No Match | | | | | | | | | |
| Palm Beach Co. | No Match | | | | | | | | | |
| Palm Beach Gardens | No Match | | | | | | | | | |
| Parkland | No Match | | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | |
| Pembroke Pines | No Match | | | | | | | | | |
| Pinebluffs Co. | No Match | | | | | | | | | |
| Plantation | No Match | | | | | | | | | |
| Pumpkin Beach | No Match | | | | | | | | | |
| Riviera Beach | No Match | | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | | |
| SFWMD | No Match | | | | | | | | | |
| Surfside | No Match | | | | | | | | | |
| Tamarae | No Match | | | | | | | | | |
| Tequesta | No Match | | | | | | | | | |
| Wellington | No Match | | | | | | | | | |

Check box if Aver. Actual Salary includes Longevity

Minimum: \$26,215
 Average: \$32,916
 Std. Dev.: \$3,820
 Midpoint: \$4,457
 Median: \$33,509
 Maximum: \$39,618
 3rd Quartile: \$38,542
 1st Quartile: \$38,542

Total Filled: 144

Actual Salary Results:
 Simple Average: \$33,992
 Weighted Average: \$34,106

Automotive Mechanic

| Employer | Your Title | Minimum | Midpoint | Scale | Maximum | Check box if Aver. Actual Salary Includes Longevity | | Average Actual Salary |
|--------------------------------------|-------------------------------------------|----------------------|----------------------|-------------|----------------------|-----------------------------------------------------|-----------------------|-----------------------|
| | | | | | | # of Budget Positions | # of Filled Positions | |
| Panama Beach PBC Sheriff's Office | Mechanic II Automotive Technician II | \$35,059 \$31,932 | \$42,195 \$39,696 | 100% 96% | \$49,331 \$47,460 | 3 2 | 3 3 | \$51,017 \$46,440 |
| Jupiter | Mechanic II Fleet Mechanic | \$31,543 \$31,307 | \$39,297 \$39,134 | 92% 88% | \$45,000 \$46,960 | 7 3 | 7 3 | \$36,986 \$42,349 |
| Carroll Springs | Mechanic | \$31,000 | \$39,000 | 85% | \$47,000 | 11 | 11 | \$37,406 |
| Tamiami | Vehicle Technician I Fleet Mechanic II | \$28,070 \$30,764 | \$38,921 \$37,768 | 81% 77% | \$49,571 \$44,772 | 5 2 | 5 5 | \$38,081 |
| SF-WMD | Fleet Mechanic | \$26,166 | \$37,721 | 73% | \$49,275 | 2 | 5 | \$36,350 |
| Holmwood | Automotive Mechanic | \$31,532 | \$37,585 | 69% | \$43,638 | 9 | 9 | \$42,237 |
| Palm Springs | Mechanic | \$28,454 | \$36,991 | 65% | \$45,527 | 5 | 1 | \$38,002 |
| Baynton Beach | Fleet Mechanic | \$29,579 | \$36,974 | 62% | \$44,369 | 1 | 6 | \$35,228 |
| Palm Beach Co. | Automotive Technician I Mechanic II | \$29,107 \$29,170 | \$36,628 \$36,470 | 58% 54% | \$44,148 \$43,764 | 7 11 | 6 10 | \$37,232 |
| Deerfield Beach | Mechanic II | \$29,107 | \$36,470 | 54% | \$43,764 | 5 | 5 | \$43,603 |
| PBC Seed Waste Auth | Mechanic | \$26,229 | \$36,275 | 50% | \$46,322 | 20 | 20 | \$37,232 |
| Delray Beach | Fleet Mechanic | \$28,891 | \$35,370 | 48% | \$41,849 | 4 | 3 | \$40,571 |
| Palm Beach Gardens | Mechanic III | \$27,580 | \$35,260 | 42% | \$42,960 | 4 | 4 | \$29,771 |
| Hallandale Beach | Skilled Mechanic Fleet Mechanic | \$31,345 \$28,190 | \$35,256 \$35,238 | 38% 35% | \$39,166 \$41,303 | 4 5 | 4 4 | \$38,013 \$34,590 |
| Rivera Beach | Equipment Mechanic Auto Mechanic I | \$28,270 | \$34,787 | 31% | \$41,303 | 3 | 13 | \$32,446 |
| Royal Palm Beach | Mechanic I Mechanic II | \$27,923 \$26,234 | \$34,628 \$32,452 | 27% 23% | \$41,333 \$38,670 | 3 7 | 3 6 | \$32,970 |
| Wellington | Equipment Mechanic | \$25,875 | \$32,344 | 19% | \$38,813 | 1 | 1 | \$26,234 |
| Lake Worth | EQUIPMENT MECHANIC | \$24,211 | \$31,907 | 15% | \$39,603 | 3 | 3 | \$32,878 |
| North Lauderdale | Automotive Mechanic I | \$25,428 | \$30,241 | 12% | \$35,053 | 2 | 3 | \$35,152 |
| Greenacres | MECHANIC | \$29,290 | \$30,023 | 8% | \$30,755 | 2 | 2 | \$28,058 |
| Lake Park | Mechanic I | \$21,773 | \$23,989 | 4% | \$26,204 | 0 | 2 | \$30,755 |
| Broward Co. Sheriff's Office | No Match | | | | | | | |
| Broward Housing Authority | No Match | | | | | | | |
| Cocoon Creek | No Match | | | | | | | |
| Dave | No Match | | | | | | | |
| Ft. Lauderdale | No Match | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | |
| Palm Beach | No Match | | | | | | | |
| Parkland | No Match | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | |
| Pembroke Pines | No Match | | | | | | | |
| Pompano Beach | No Match | | | | | | | |
| Tequesta | No Match | | | | | | | |
| | | Minimum | Midpoint | | Maximum | | | |
| | | \$28,727 | \$35,617 | | \$42,507 | | | |
| | | Std. Dev.: \$2,936 | \$3,786 | | \$5,521 | | | |
| | | Median: \$28,673 | \$36,373 | | \$43,701 | | | |
| | | Average: | Midpoint | | Maximum | | | |
| | | \$28,727 | \$35,617 | | \$42,507 | | | |
| | | Std. Dev.: \$2,936 | \$3,786 | | \$5,521 | | | |
| | | Median: \$28,673 | \$36,373 | | \$43,701 | | | |
| | | | | | | Total Filled: | 129 | |
| | | | | | | Actual Salary Results | | |
| | | | | | | 3rd Quartile | \$39,382 | \$36,561 |
| | | | | | | 1st Quartile | \$32,947 | \$38,154 |

PEPIE Salary Survey 2004

Custodian

| Employer | Your Title | Minimum | Midpoint | %tile | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|----------------------|----------|----------|-------|----------|-----------------------|-----------------------|------|-----------------------|
| Pompano Beach | Custodian | \$24,916 | \$29,987 | 100% | \$35,059 | 1 | 1 | 1 | \$32,675 |
| Parklane | Building Manager | \$25,064 | \$29,869 | 95% | \$34,673 | 1 | 1 | 8 | \$25,593 |
| Carl Springs | Custodian | \$23,000 | \$29,000 | 91% | \$35,000 | 2 | 2 | 5 | \$27,019 |
| Baynton Beach | Custodian | \$23,283 | \$27,466 | 87% | \$31,699 | 5 | 4 | 4 | \$27,263 |
| Boca Raton | Custodian Worker | \$19,819 | \$27,445 | 83% | \$35,070 | 9 | 9 | 4 | \$24,469 |
| Hollywood | Custodian | \$22,776 | \$27,154 | 79% | \$31,532 | 5 | 5 | 11 | \$24,192 |
| Pembroke Pines | Custodian | \$21,278 | \$26,229 | 74% | \$31,179 | 1 | 1 | 14 | \$24,398 |
| West Palm Beach | Custodian | \$20,961 | \$26,202 | 70% | \$31,442 | 2 | 3 | 19 | \$21,986 |
| Riviera Beach | Laborer | \$20,805 | \$25,603 | 65% | \$30,399 | 2 | 2 | 3 | \$27,308 |
| Tequesta | Custodian | \$21,008 | \$25,326 | 61% | \$29,644 | 1 | 1 | 6 | \$26,047 |
| Plantation | Building Service I | \$21,974 | \$25,294 | 57% | \$28,614 | 14 | 14 | 16 | \$22,173 |
| Palm Springs | Maintenance Worker I | \$20,010 | \$25,282 | 52% | \$30,514 | 2 | 1 | 13 | \$24,864 |
| Tamarac | Custodial Worker | \$20,515 | \$25,187 | 48% | \$29,858 | 1 | 1 | 10 | \$23,671 |
| Palm Beach Co. | Building Custodian I | \$19,822 | \$24,941 | 43% | \$30,060 | 7 | 7 | 9 | \$25,498 |
| North Lauderdale | Janitor | \$21,188 | \$24,842 | 39% | \$28,496 | 3 | 3 | 2 | \$22,088 |
| Royal Palm Beach | Custodian | \$20,870 | \$24,820 | 35% | \$28,769 | 2 | 2 | 15 | \$22,266 |
| Jupiter | Custodian | \$19,959 | \$24,690 | 30% | \$29,421 | 2 | 2 | 21 | \$19,677 |
| Ft. Lauderdale | Custodian I | \$19,680 | \$24,501 | 26% | \$29,521 | 3 | 3 | 17 | \$22,092 |
| Greenacres | SAME | \$19,677 | \$23,130 | 22% | \$26,582 | 1 | 1 | 20 | \$20,497 |
| Phonics Co. | Custodian | \$21,040 | \$21,566 | 17% | \$22,092 | 7 | 7 | 7 | \$25,714 |
| Lake Park | CUSTODIAN | \$17,884 | \$21,480 | 13% | \$25,076 | 1 | 1 | 22 | \$15,602 |
| Lake Worth | CUSTODIAN | \$19,722 | \$20,643 | 9% | \$21,563 | 1 | 1 | | |
| Broward Co. Sheriff's Office | No Match | \$14,997 | \$18,910 | 4% | \$22,838 | | 8 | | |
| Broward Housing Authority | No Match | | | | | | | | |
| Coconut Creek | No Match | | | | | | | | |
| Davie | No Match | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | |
| Delray Beach | No Match | | | | | | | | |
| Hollywood Beach | No Match | | | | | | | | |
| Lauderdale Beach | No Match | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | |
| Maurice | No Match | | | | | | | | |
| Palm Beach | No Match | | | | | | | | |
| Palm Beach Gardens | No Match | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | |
| PBC Sheriff's Office | No Match | | | | | | | | |
| PBC Solid Waste Auth. | No Match | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | |
| SEVMD | No Match | | | | | | | | |
| Wellington | No Match | | | | | | | | |

Check box if Aver. Actual Salary Includes Longevity

| Minimum | Midpoint | Maximum | Total Filled: | 3rd Quartile 1st Quartile | Simple Average: | Weighted Average: |
|--------------------|------------------|----------|---------------|---------------------------|-----------------|-------------------|
| \$20,878 | \$25,202 | \$29,526 | 80 | \$25,964 | \$24,263 | \$23,978 |
| Std. Dev.: \$2,140 | Median: \$23,282 | \$3,870 | | \$22,112 | | |
| Average: \$20,878 | | \$29,858 | | | | |

Building Maintenance Worker

| Employer | Your Title | Minimum | Midpoint | Maximum | %ile | Maximum | # of Budget Positions | # of Filled Positions | Rank | Average Actual Salary |
|---------------------------------|---------------------------------|----------|----------|----------|------|----------|-----------------------|-----------------------|------|-----------------------|
| Pain Beach | Same | \$31,805 | \$40,386 | \$48,877 | 100% | \$48,877 | 2 | 2 | 2 | \$42,609 |
| Pompano Beach | General Trades Mechanic | \$31,800 | \$38,272 | \$44,745 | 96% | \$44,745 | 4 | 4 | 5 | \$37,107 |
| Boca Raton | Trades Assistant | \$28,410 | \$37,922 | \$47,434 | 91% | \$47,434 | 2 | 2 | 9 | \$31,848 |
| PBC Solid Waste Auth. | Facility Maintenance Mechanic I | \$26,329 | \$36,275 | \$46,322 | 87% | \$46,322 | 1 | 1 | 1 | \$42,910 |
| Wellington | Same | \$26,475 | \$35,589 | \$42,702 | 83% | \$42,702 | 1 | 1 | 4 | \$30,745 |
| Plantation | Craftsman I | \$26,384 | \$33,592 | \$38,799 | 78% | \$38,799 | 6 | 5 | 7 | \$33,046 |
| Hollywood | Facility Maintenance Technician | \$27,830 | \$33,196 | \$38,542 | 74% | \$38,542 | 2 | 2 | 3 | \$39,624 |
| Tamarac | Bldg. Maint. Technician | \$26,178 | \$32,722 | \$39,180 | 70% | \$39,180 | 1 | 1 | 3 | \$27,182 |
| West Palm Beach | Facilities Maintenance Worker | \$26,000 | \$32,000 | \$38,000 | 65% | \$38,000 | 1 | 1 | 6 | \$35,790 |
| Coral Springs | Building Maintenance Mechanic | \$21,590 | \$31,803 | \$42,016 | 61% | \$42,016 | 1 | 1 | 12 | \$30,636 |
| SPWMD | General Maint. Worker | \$26,054 | \$30,997 | \$35,929 | 57% | \$35,929 | 3 | 3 | 4 | \$37,252 |
| North Lauderdale | General Maintenance Mechanic | \$24,367 | \$30,663 | \$36,959 | 52% | \$36,959 | 1 | 1 | 8 | \$31,881 |
| Pain Beach Co. | Same | \$24,980 | \$30,663 | \$36,444 | 48% | \$36,444 | 8 | 7 | 18 | \$29,007 |
| Dayton Beach | General Services Aide | \$23,860 | \$29,825 | \$35,790 | 39% | \$35,790 | 4 | 4 | 10 | \$31,617 |
| PBC Sheriff's Office | Building Maintenance Mechanic | \$23,860 | \$29,661 | \$33,926 | 35% | \$33,926 | 4 | 5 | 19 | \$27,589 |
| Boynton Beach | Public Service Worker II | \$25,395 | \$29,530 | \$33,873 | 30% | \$33,873 | 6 | 16 | 13 | \$30,611 |
| Hallandale Beach | Maintenance Mechanic | \$25,186 | \$28,160 | \$32,847 | 26% | \$32,847 | 1 | 6 | 15 | \$29,766 |
| Sturkie | TRADESWORKER | \$27,473 | \$27,737 | \$28,847 | 22% | \$28,847 | 1 | 1 | 17 | \$28,847 |
| Greenacres | Maintenance Tech JFacilities | \$22,497 | \$27,602 | \$32,977 | 17% | \$32,977 | 1 | 1 | 21 | \$25,532 |
| Pain Beach Gardens | Maintenance Repairperson | \$22,082 | \$27,594 | \$33,122 | 13% | \$33,122 | 8 | 8 | 14 | \$30,080 |
| Bloward Housing Authority | BUILDING MAINTENANCE MECHANIC | \$20,301 | \$25,594 | \$30,888 | 9% | \$30,888 | 1 | 1 | 22 | \$23,192 |
| Lake Worth | Building Maintenance I | \$19,845 | \$24,611 | \$29,376 | 4% | \$29,376 | 2 | 2 | 23 | \$21,460 |
| Miami | No Match | | | | | | | | | |
| Broward Co. Sheriff's Office | No Match | | | | | | | | | |
| Coconut Creek | No Match | | | | | | | | | |
| Davie | No Match | | | | | | | | | |
| Deerfield Beach | No Match | | | | | | | | | |
| Ft. Lauderdale | No Match | | | | | | | | | |
| Jupiter | No Match | | | | | | | | | |
| Lake Park | No Match | | | | | | | | | |
| Lauderdale Lakes | No Match | | | | | | | | | |
| Palm Springs | No Match | | | | | | | | | |
| Parkland | No Match | | | | | | | | | |
| PBC Children's Services Council | No Match | | | | | | | | | |
| PBC Clerk Circuit Court | No Match | | | | | | | | | |
| PBC Health Care Dist. | No Match | | | | | | | | | |
| PBC Property Appraiser | No Match | | | | | | | | | |
| PBC Tax Collector | No Match | | | | | | | | | |
| Permit/Code Pines | No Match | | | | | | | | | |
| Pinehills Co. | No Match | | | | | | | | | |
| Riviera Beach | No Match | | | | | | | | | |
| Royal Palm Beach | No Match | | | | | | | | | |
| Tenesta | No Match | | | | | | | | | |

Check box if Aver. Actual Salary includes Longevity

| | | | | | |
|------------|----------|--------------|----------|-------------------|----------|
| Average: | \$31,749 | Midpoint | \$31,749 | Maximum | \$37,790 |
| Std. Dev.: | \$3,157 | Minimum | \$25,708 | 3rd Quartile | \$5,559 |
| Median: | \$30,997 | 1st Quartile | \$26,064 | Weighted Average: | \$31,576 |
| | \$30,997 | | | Simple Average: | \$30,028 |

| | | | |
|---------------|-----|-----------------------|----------|
| Total Filled: | 137 | Actual Salary Results | |
| | | Simple Average: | \$31,576 |
| | | Weighted Average: | \$30,028 |

TAB 10

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

Meeting Date: November 17, 2004

Agenda Item No.

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Consensus to draft a Resolution Requesting the State of Florida to conduct a Full Investigation of Florida Power and Light Practices (FPL).

RECOMMENDED MOTION/ACTION: For consensus to draft a Resolution requesting the Stat of Florida to conduct a Full Investigation of FPL practices.

Approved by Town Clerk *Thomas*

Date: 11/12/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Clerks Office | Costs: \$ Funding Source: Acct. # | Attachments: Memo + proposed Resolution |
| 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>SLT</i></u> <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 SLT <u><i>SLT</i></u> Please initial one. |

Summary Explanation/Background:
Please see attachments.



TOWN OF PALM BEACH

Office of Mayor and Town Council

MAYOR LESLY S. SMITH

COUNCIL

ALLEN S. WYETT, PRESIDENT
SAMUEL C. McLENDON, PRESIDENT PRO-TEM
WILLIAM J. BROOKS
NORMAN P. GOLDBLUM
JACK McDONALD

October 18, 2004



The Honorable Paul Castro
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Resolution Requesting the State of Florida to Conduct a Full Investigation of FPL Practices

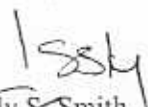
Dear Mayor Castro:

As you may recall, at the coastal communities luncheon held in Palm Beach on October 6, 2004, there was some discussion relative to the reliability of our existing electrical distribution system and its continued vulnerability when operating above ground versus underground service. Additionally, the adequacy of FPL's response in restoring power to our communities was discussed.

The Palm Beach County Commission, at their meeting on October 19, 2004, is giving consideration to a resolution that requests the State of Florida to conduct a full investigation of FPL practices. The Town of Palm Beach Town Council will give consideration to a similar resolution at their meeting on November 9, 2004. In light of our discussions on October 6th, I thought it might be helpful to distribute a copy of the Town's proposed resolution for your community's elected body to also give consideration to.

By continuing to communicate and work together on important issues such as this we greatly improve the likelihood of success in our efforts to improve the quality of life for the residents of the communities that we represent. Should you have any questions in regard to this resolution, please feel free to contact me.

Sincerely,


Lesly S. Smith
Mayor

LSS:TGB/ab

cc: Town Council
Peter B. Elwell, Town Manager
Thomas G. Bradford, Assistant Town Manager
H. Paul Brazil, Director of Public Works
Robert L. Moore, Director of Planning, Zoning and Building

\\mcsmith\letters\2004\coastal mayors FPL resolution

RESOLUTION NO. 60-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING THE STATE OF FLORIDA TO CONDUCT A FULL INVESTIGATION OF FLORIDA POWER & LIGHT'S PRACTICES.

WHEREAS, 600,000 Florida Power & Light (FPL) customers experienced power outages during Hurricane Frances and 591,000 FPL customers experienced power outages during Hurricane Jeanne; and

WHEREAS, the size and magnitude of both storms affected nearly all of FPL's 27,000 square mile coverage area leaving more than two thirds of the company's customers without power at one time during the storm; and

WHEREAS, FPL had limited resources available to the company to assist restoring power due to the strains from Hurricane Charley, Hurricane Ivan, and the close proximity of landfall of the two storms affecting Palm Beach County; and

WHEREAS, the slow restoration of power to many essential services such as nursing homes and lift stations made conditions difficult for many of the County's residents including the residents of the Town of Palm Beach; and

WHEREAS, information on the estimated times for restoration of power to neighborhoods and communities was often vague, making it difficult for emergency managers to plan recovery efforts; and

WHEREAS, thousands of FPL power lines were damaged by downed trees and high winds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed.

SECTION 2. The State of Florida is requested to conduct a full investigation including public hearings into FPL practices; in particular, the costs and benefits associated with burying power lines, the prioritization of services to essential facilities, and the dissemination of information regarding estimated power restoration in the event of service disruption.

SECTION 3. The Town Manager, or his designee, is hereby directed to provide a copy of this resolution to the Governor of the State of Florida, each member of the Palm Beach County Legislative Delegation, Palm Beach County League of Cities and the Palm Beach County Board of County Commissioners.

SECTION 4. This Resolution shall be effective immediately upon its passage by the Town Council of the Town of Palm Beach.

PASSED AND ADOPTED IN REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH ASSEMBLED THIS 9th DAY OF NOVEMBER 2004.

Lesly S. Smith, Mayor

Allen S. Wyatt, Council President

Samuel C. McLendon, President, Pro-Tem

William J. Brooks, Councilman

Norman P. Goldblum, Councilman

Jack McDonald, Councilman

ATTEST:

Mary A. Pollitt, Town Clerk

TAB 11

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

- Meeting Date: November 17, 2004 Agenda Item No.
- PUBLIC HEARING RESOLUTION
 Ordinance on Second Reading
 Public Hearing DISCUSSION
 ORDINANCE ON FIRST READING BID/RFP AWARD
 GENERAL APPROVAL OF ITEM CONSENT AGENDA
 Other:

SUBJECT: The Lowe's Hardware Store Holiday Tree Sale.

RECOMMENDED MOTION/ACTION: The Town Commission to make a motion to approve a special use permit for Lowe's Holiday Tree Sale.

Approved by Town Manager *[Signature]* Date: 11/10/04

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department: Community Development Department | Costs: \$ _____ 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 _____ <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 <input checked="" type="checkbox"/> _____ or Not applicable in this case _____: Please initial one. |

Summary Explanation/Background:
 See Attached Application.

D-Eagle Enterprises, Inc.
140 Rifle Range Road
Winter Haven, FL 33830
863-325-8553 Phone
863-325-8709 Fax
1-800-741-3848

November 8, 2004

To Whom It May Concern:

We are asking special permission to set up a tent for Lowes Home Improvement, located at 401 N. Congress Avenue, Lake Park. Lowes Corporation has contracted our company to set up 47 locations, including Lake Park, for the sale of Christmas Trees. We have submitted for a special permit and asked for permission to be used on these dates, Nov. 14 thru Dec. 16. We appreciate your time in this matter. If you need any information, please let us know.

Thank you,

Randy Baldwin

A handwritten signature in cursive script that reads "Randy Baldwin" followed by a horizontal line.

D-EAGLE ENTERPRISES, INC.
140 RIFLE RANGE ROAD
WINTER HAVEN, FL 33880
1-800-741-3848 TOLL FREE
863-325-8553 PHONE
863-325-8709 FAX

FACSIMILE TRANSMITTAL SHEET

| | |
|---------------------------------------|-------------------------------------------|
| TO: | FROM: Randy Baldwin |
| COMPANY: Town Hall | DATE: 11/8/2004 |
| FAX NUMBER: 1-561-881-3323 | TOTAL NO. OF PAGES INCLUDING COVER: 10 |
| PHONE NUMBER: | SENDER'S REFERENCE NUMBER: |
| RE: TAF# [#] 336 658 3643 | YOUR REFERENCE NUMBER: |

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Here is the information you needed concerning the Permit for Christmas Trees, for Lowes Home Improvement.

Fire inspection required before
Sale of trees.

- ① Exit signs
- ② Fire extinguishers
- ③ No Smoking Signs
- ④ Protect stakes

**TOWN OF LAKE PARK
SPECIAL EVENT PERMIT APPLICATION**

Please read all instructions before filling out application

Completed application must be submitted within ten (10) days of proposed event to:

COMMUNITY DEVELOPMENT DEPARTMENT
535 PARK AVENUE
LAKE PARK, FLORIDA 33403
Telephone (561) 881-3318 Fax: (561) 881-3323

Instructions:

Please print legibly in dark ink.

Application must be filled out completely.

Note the permit requirements necessary to be attached to application.

Name of Event:

lowes

Address/Location of Event:

401 N. Congress Ave, Lake Park

Detailed description of use:

*Tent for the sale of Christmas Trees,
11-14-04 thru 12-16-04*

Dates and times of the event:

| | Date | Day | Begin Time | End Time |
|-------------|-------|-------|-------------|-------------|
| Event Day 1 | _____ | _____ | ()AM ()PM | ()AM ()PM |
| Event Day 2 | _____ | _____ | ()AM ()PM | ()AM ()PM |
| Event Day 3 | _____ | _____ | ()AM ()PM | ()AM ()PM |

Organization (s) Producing Event:

Name: lowes Companies Name: lowes
 Address: P.O. Box 1111 Address: 401 N. Congress Ave
 State/Zip: North Wilkesboro State/Zip: Lake Park FL 33903
N.C. 28696-0001
 Phone: 336-658-4000 Phone: 561-207-9037
 Fax: 336-658-4766 Fax: _____

Individual (s) Responsible:

Name: Randy Baldwin Name: lowes Store Manager
Tom Koper
 Address: 140 Rifle Range Rd Address: _____
 State/Zip: Water Haven Fl State/Zip: _____
33880
 Phone: 863-299-9182 State/Zip: _____
 Fax: 863-294-3396 Fax: _____

Purpose of the event

The Sale of Christmas Trees,
11-14-04 thru 12-16-04

Estimated number of participants: _____

Has this event occurred in the Town of Lake Park before Yes ___ No

Has the site of the event had a special event already this calendar year? Yes ___ No

Will your event require road closure? Yes ___ No

If yes, describe the requested street segment closure and time:

no

- Will the event require the use of electricity? Yes () No ()
- Will food and/or beverages be served? Yes () No (x)
- Will the event have any vendors or concession sales? Yes () No (x)
If yes, submit a complete list of food service vendors, copies of their respective Palm Beach County Mobile occupational licenses, Florida State Health certificates and Town of Lake Park registration.
- Will Police Department services be required? Yes () No (x)
- Will Fire Department services be required? Yes () No (x)
- Will alcoholic beverages be served? Yes () No (x)
- Are you proposing any signs? Yes () No (x)

Please include a sketch of the special event site and include all that apply:
Tent location, parking, location of concession stands, booths, stage(s), etc.

Attached.

Note: If tents are to be used, a Certificate of Flame Resistance must be attached to application.

FOR OFFICE USE ONLY

Special Event: Lowe's Xmas Tree Sales

APPROVALS:

TOWN MANAGER

[Signature] 11/10/04
Signature Date

CODE ENFORCEMENT

[Signature] 11/10/04
Signature Date

PUBLIC WORKS

Dorance Cohn 11/10/04
Signature Date

POLICE DEPT

Capt. [Signature] 11/10/04
Signature Date

FIRE RESCUE DEPT

Diane Weichert 11/10/04
Signature Date

COMMUNITY DEVELOPMENT DIRECTOR:

[Signature] 11/10/04
Signature Date

COMMENTS: Must meet Fire Code requirements
or sale of tree's will not be
permitted.



To whom it may concern:

This letter authorizes D/Eagle Enterprises to apply for, sign for and pick up permits for temporary portable tent on behalf of Lowe's Companies store locations for the purpose of selling Christmas trees. The location of these tents will be determined by each store individually. The tents will be set up for duration of no longer than 45 days starting the month of November and ending in the month of December. D/Eagle Enterprises, will also be authorized to install the tents on the Lowe's location, as specified by each store. In addition, all customers will have access to the restroom facilities located inside each Lowe's store location.

1720 Lake Park
401 N. Congress Ave.
Lake Park FL 33403
Tom Kiper (561-207-9037)
Tent size is 40x80
Parcel #
Legal Description- Lowe's Retail Location

Lowe's Companies will assume all payment charges associated with apply for, signing for, and pick up for permits for temporary tents for Christmas trees.

Sworn to and subscribed before me this 5th day of October, 2004
by Kirk Andrews.

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Rebecca Velez
COMMISSIONER - NOTARIS EXPIRES
January 12, 2007
10000 FULTON WAY/FAIRFAX VA 22031

Kirk Andrews
Regional Seasonal Coordinator



IMPERIAL POLK COUNTY OCCUPATIONAL LICENSE

LICENSE / ACCT # 1420001179
 LOCATION POLK COUNTY
 50 - POLK COUNTY - NOT IN CITY
 OWNER: BALDWIN, TANYA
 LICENSE YEAR 2004 - 2005
 EMPLOYEES
 BUSINESS TYPE
 CLASS **B**

\$30175 RENTAL SERVICE



D EAGLE ENTERPRISES INC
 TANYA BALDWIN
 140 RIFLE RANGE RD
 WINTER HAVEN, FL 33980

| LICENSE TYPE: | RENEWAL | FEE | LATE PAID | ADDL AMT |
|---------------|---------|------------|-----------|-------------|
| BASE TAX | \$6.00 | ADDL OCCS: | PENALTIES | TOTAL PAID: |
| | | | | \$5.00 |

JOE G. TEDDER, TAX COLLECTOR 1420001179 - POLK COUNTY - NOT IN CITY - EL 054 344 179 - OWNER: TANYA BALDWIN
 THIS OCCUPATIONAL LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION

0000005500 0000005500 00000000000010970 1001 4

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS COMPENSATION CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS COMPENSATION LAW EFFECTIVE: 09/15/2004 ** EXPIRATION DATE: 09/16/2006 PERSON: BALDWIN FEN BUSINESS NAME: D EAGLE ENTERPRISES INC ADDRESS: 413 BELLEVILLE RD MORNING HAVEN FL 32860</p> <p>FL 32860</p> <p>SCOPE OF BUSINESS OR TRADE: 1- MISC CONTRACTOR</p> | <p>FOLD HERE</p> <p>IMPORTANT</p> <p>Pursuant to Chapter 410.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>QUESTIONS? (866) 413-1609</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

DWC-262 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

Tents Available by ABC

1-800-741-3848

Certificate of Flame Resistance



REGISTERED
FABRIC
NUMBER
F308.1

ISSUED BY
ABC TENTS
P.O. Box 128
Eagle Lake, FL 33839

Date
Manufactured
2000

This is to certify that the materials described herein have been flame-retardant treated (or are inherently nonflammable).

The articles described on the bottom hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

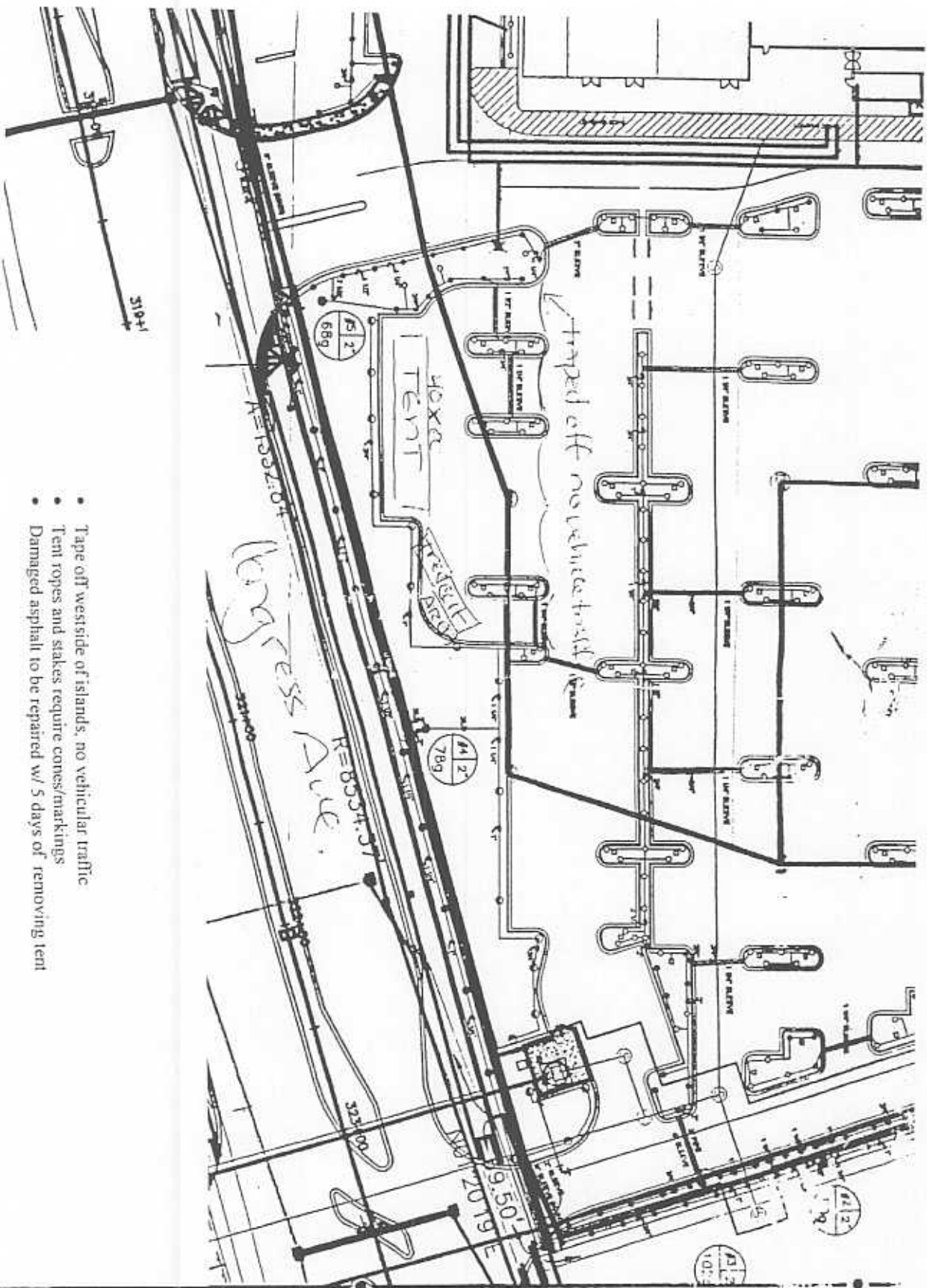
Trade name of flame-resistant fabric or material uses PRV Reg. No.

The Flame Retardant Process Used WILL NOT Be Removed By Washing.

ABC TENT RENTAL

Tanya C. Balchin
Name of Production Superintendent

By *Randy W. Balchin*
40x80 Red/White



- Tape off westside of islands, no vehicular traffic
- Tent ropes and stakes require cones/markings
- Damaged asphalt to be repaired w/ 5 days of removing tent

CAPE PLAN

of Lake Park
 Lake Blvd and Congress
 each County, Florida

LOWE'S
 ENGINEERING AND
 CONSTRUCTION

HWY 268 EAST, EAST DOCK N. WILKINSON PRO. M...
 336.658.4000 (V) 336.658.32...