Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 18, 2012 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 18, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Mayor DuBois asked if there are additions or deletions to the agenda.

Town Manager Davis requested that Item #5 be pulled from the agenda.

Commissioner Hockman requested to add Discussion of Town Manager's Contract to the agenda.

Motion: A motion was made by Commissioner Hockman to approve the Agenda as amended; Commissioner Longtin made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

PRESENTATION:

1. **View Video of "Fill the Gaps Holiday Project" Event at Lake Shore Park**

The Commission viewed the video.

Mayor DuBois commented that it was a great event and thanked the Palm Beach Sheriff's Office. He noted the video is available on you tube by searching Lake Park Christmas.

Lt. Palenzuela thanked Town Manager Davis and the Town for all the assistance for the event.

Deputy Johnston advised that 206 people attended the event, 190 children in the Town of Lake Park received toys and 21 people volunteered. She noted that Kohl's volunteered some of their time and Bridges of Lake Park provided the Bounce Houses. She stated that sponsors included the Palm Beach County Sheriff's Foundation, Bridges of Lake Park, Wal-Mart, Kohl's Children's Home Society, National Center for Missing and Exploited Children, Lowe's, Publix, Stevie B's Pizza and the Town of Lake Park.

2. Certificate of Appreciation in Honor of Lt. John Hill Jr., of the Palm Beach County Sheriff's Office

Mayor DuBois presented Lt. John Hill Jr. with the certificate of appreciation for serving as Acting Commander during the period of August 2011 through November 2011, while Lt. Palenzuela was in training.

PUBLIC AND OTHER COMMENTS:

1. Jim Lloyd, 220 Lake Shore Drive, spoke about the noise ordinance and the hiring of a consultant and the expenditure of funds for the consultant.

   Mayor DuBois advised that the Town has funds to pursue changes to ordinances as necessary. He stated that from time to time it is necessary to make changes to ordinances that have become out of date or need to be improved.

2. Susan Lloyd, 220 Lake Shore Drive, spoke about the hiring of a consultant regarding the noise ordinance. She asked for the status of Don Ramon's. She advised that Kelsey's Bar & Grill has closed and noted that they had received a low interest loan from the CRA.

   Mayor DuBois advised that Don Ramon's recently complete negotiations regarding the leasing of property for the restaurant and will be moving forward.

   Town Manager Davis advised that Kelsey's Bar & Grill never received a low interest loan or grant from the Town or the CRA.

3. Richard Aherns, 803 Park Avenue and 1461 Kenick Road, apologized to the Commission for his actions at the last meeting. He advised that he has entered into a contract to sell his property located at 801 Park Avenue. He also advised that funding for the Charter School is near completion and the project will be moving forward.

4. Michael O'Rourke, 501 Lake Shore Drive, spoke about The Sunflower Project at the Community Garden. The purpose of the project is to teach children about gardening. He noted that he provided a brochure to the Town Manager.

   Commissioner Longtin asked for a copy of the brochure.

   Town Manager Davis advised that a copy would be provided to each Commissioner.

5. Edie McConville, 638 W. Kalmia Drive, she recommended that the Town of Lake Park have a State of the Town Address. She advised that Kiwanis would like to sponsor an Irish Fair on March 17, 2012 at the Kelsey Park Pavilion. She requested assistance from the Town for waivers for Special Event Permit and Waiver of the Facility fee for the pavilion.

   Mayor DuBois asked what the Town can do now for this event.

   Town Manager Davis advised that if the Town Council approves the requests for waivers she would make sure it moved forward.

   Consensus was reached to provided Kiwanis with waiver for a Special Event Permits and Waiver of the facility fees for the Kelsey Park Pavilion for the March 17, 2012 Irish Fair.

CONSENT AGENDA ITEMS:

3. **Regular Commission Meeting Minutes January 4, 2012**
4. **Award the Purchase of Engineered Wood Fiber (ADA Mulch) to the Low Bidder, Rep Services Inc.**

Commissioner Longtin requested that each item be discussed separately.

3. Regular Commission Meeting Minutes of January 4, 2012

Commission Longtin advised she would be voting no on the minutes.

Commissioner Stevens asked about the status of the videos of the Town Commission meetings on the Town's website.

Town Manager Davis advised the cost is $149 a month and advised that there will be an item for Commission consideration and deliberation at the February 1, 2012 Commission Meeting.

Commissioner Stevens asked if the meetings could be placed on you tube to avoid expending funds.

Town Manager Davis advised that staff and the Town's website host has review all opportunities and noted that all the facts would be brought forward at the February 1, 2012 meeting for consideration.

Motion: A motion was made by Stevens to approve item number 3 on the Consent Agenda; Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1

4. Award the Purchase of Engineered Wood Fiber (ADA Mulch) to the Low Bidder, Rep Services Inc.

Town Manager Davis advised that each year ADA Mulch is purchased for various parks and facilities.

Commissioner Hockman asked a question about the delivery of the mulch. He noted that the other bidders could delivery 90 cubic yards but the low bidder was delivering 100 cubic yards.

David Hunt, Public Works Director, explained that he has verified with the low bidder that they do have trucks with 100 cubic yard capacity.

Commissioner Stevens asked if there are any other solutions that can be used instead of purchasing ADA Mulch on an annual basis.

Director Hunt advised that he has not evaluated any other solutions. He noted that the products must be carefully screened as to ensure safety. He noted that recycled tires are probably available but would not be appropriate because of the metal fibers in the tires.

Town Manager Davis advised that recycled tires can be used in certain applications. However, from an ADA prospective the other solution is the rubber matting and she has evaluated it and the rubber ADA matting is extremely expensive. She noted the other solutions will be evaluated.

Motion: A motion was made by Stevens to approve item 4 on the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Ordinance On First Reading:

5. Ordinance No. 03-2012 Retired Police Officers Pension Fund

Item was pulled from the agenda. The item will be brought back for consideration at the February 1, 2012 meeting.

PUBLIC HEARING:

Mayor DuBois opened the Public Hearing.

Ordinance on Second Reading:

6. Ordinance No. 01-2012 Remove Black Olives from Protected Tree List

Nadia DiTommaso, Community Development Department Director, explained that the Ordinance would remove the Black Olive Tree from the Protected Tree List.

There were no public comments for this item.

Motion: A motion was made by Vice Mayor Rumsey to approve the Ordinance on Second Reading; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		

Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

7. Ordinance No. 02-2012 Interest Rate for Code Violations

Nadia DiTommaso, Community Development Department Director, explained the purpose of this ordinance is to include reference to State Statutes 55.03 relating to the interest rate for code violations.

Commissioner Hockman asked would this have a change on the amount of revenue the Town receives.

Community Development Director DiTommaso explained that the interest rate is set by the Palm Beach County Chief Financial Officer and it changes quarterly. She noted that the interest is not calculated until the violation moves forward for lien reduction and the interest rate is calculated at that time and until a case moves to this stage there is no way to determine the amount of revenue that would be generated.

Commissioner Stevens asked about the current interest rate and if the Special Magistrate can waive the interest.

Community Development Director DiTommaso advised the current interest rate is 4.75% and the fine and interest rate is determined by the Special Magistrate on a case by case basis.

There were no public comments on this item.

Motion: A motion was made by Vice Mayor Rumsey to approve the Ordinance on Second Reading; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		

Mayor DuBois	X		

Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

Mayor DuBois closed the Public Hearing.

DISCUSSION AND POSSIBLE ACTION

8. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Aherns Companies

Town Manager Davis advised that the Town received a Community Development Block Grant (CDBG) in the amount of $53,377. The application was to replace an existing dilapidated storage and bathroom facility at Bert Bostrom Park. She noted that staff developed a design-build bid in-house and put it out to bid. She noted that the Town received five bids and lowest responsive bidder is the Aherns Companies.

Commissioner Hockman noted that J&W Construction was the lowest bidder but is being rejected due to not providing a list of sub-contractors.

Richard Pittman, CRA Project Manager, explained that both Palm Beach County and the Town requires that specific documents be submitted with the bid including a list of sub-contractors. He noted upon reviewing the lowest bidders package the page was left blank. He contacted J&W Construction and advised that the bid is incomplete and that the bid would be viewed as non-responsive.

Town Manager Davis explained that she also asked about the sub-contractor list. She noted that the sub-contractor list is a requirement of the County and it is automatically tossed out if the sub-contractor list is not provided. She noted it is a provision of the grant.

Town Attorney Baird advised that it is the responsibility of the bidders to respond to all portions of the bid. He noted that if the contractor was going to do all the work himself a responsive bid would have said "I do not intent to use any sub-contractors. I am licensed to do all of the work that is being solicited." He stated that legally it is clear that the bid was not responsive.

Commissioner Hockman stated that he is concerned about the fact that Aherns and the Town have a contract and that there could be a conflict of interest.

Town Manager Davis stated that the Town Attorney would have to determine if there is a conflict of interest with Aherns.

Commissioner Hockman asked about using a pre-fabricated building.

CRA Project Manager Pittman advised that pre-fabricated buildings were evaluated and did not find combination ADA restrooms with storage pre-fabricated facility locally.

Commissioner Hockman asked for the projected cost for the demolition of the building.

CRA Project Manager Pittman advised that the demolition work would be done in-house and the equipment necessary would be rented.

Public Works Director Hunt advised the cost would be for rental of equipment and roll-off dumpster. He noted he did not have exact figures with him.

Commissioner Stevens asked if this item is time-sensitive and needs to be approved at this meeting.

CRA Project Manager Pittman advised that an addendum to the grant agreement would be required and approved by the County and Town Commission. He noted that an extension has already been requested and the addendum is expected to be presented to the Commission at the February 1, 2012 Commission Meeting. He stated that he does not believe a two week extension of the approval of the item would be a problem.

Commissioner Stevens asked if a two week extension would be sufficient time to get an itemized list of expenses not covered by the grant.

Town Manager Davis advised "yes".

Commissioner Longtin stated that she believes there is a conflict of interest to award a contract to a company with an agreement with the Town. She requested that this item go before the Planning and Zoning Board.

Mayor DuBois asked about electrical outlet in the restrooms and stated that he would like to see two GFI outlets in each restroom for future needs.

CRA Project Manager Pittman advised that there are hand dryers in each bathroom and that a change order price should be reasonable.

Motion: A motion was made by Commissioner Hockman to postpone this item to the February 1, 2012 meeting; Vice Mayor Rumsey made the second.

Mayor DuBois stated he saw no reason to hold up the project moving forward as all the information related to the bid were presented.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		

Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois		X	

Motion passed 4-1

9. Discussion of Town Manager's Contract

Commissioner Hockman discussed Town Manager Davis' contract and performance. He provided copies of documents to each Commissioner, Town Manager, Town Attorney and Town Clerk. (See Exhibit "A")

Mayor DuBois stated that currently the Palm Beach County Ethics Commission is reviewing this item. He stated that the relationship between Ms. Bass and Town Manger Davis was discussed at the time the contract was entered into with each of the Commissioners on the Commission at that time and any conflict was discussed.

Commission discussion continued regarding Town Manager Davis' contract and performance.

Mayor DuBois suggested that Commissioner Hockman submit his statement and documentation to the Ethics Commission and that this item be continued to such a time as the Ethics Commission can provide the Town with information regarding its findings.

Commissioner Hockman asked if the information he is providing opens the Town Manager's contract to negotiation.

Town Attorney Baird advised that the contract contains a provision that unless 60 days prior advanced written notice of termination of the contract is provided to the Town Manager the contract automatically renews. Therefore if it is the intention of the Commission to terminate the contract then the notice provision must be met.

Mayor DuBois stated if it is the Commission intention to terminate Town Manager Davis' contract for cause and then the Ethic Commission's findings do not concur with the Town's findings it could open the Town to litigation.

Commissioner Stevens discussed the modification and termination clauses of Town Manager Davis' contract.

Town Attorney Baird explained as per section 21 of the contract the Commission may terminate the contract without the 90 day written notice however, that would require a finding of one of six items that constitute cause per the contract and a 4/5 vote of the Commission.

Mayor DuBois expressed concern about terminating the contract while the Commission on Ethics was performing an investigation. He stated that if the Commission on Ethics

does not agree with the finds of the Commission it would open the Town to litigation for wrongful termination. He recommended that the Commission follow the investigation of the Ethics Commission, that Commissioner Hockman present his statement and findings to the Ethics Commission and when the findings are presented by the Ethics Commission that then the Town Commission take action, if necessary.

Vice Mayor Rumsey stated that he has not had time to review this information and wants to take time and study the information that was provided by Commission Hockman. He noted that the Commission needs to discuss Town Manager Davis and whether they want to continue to have Ms. Davis in the position of Town Manager. He states that if the Commission is going to terminate with cause the Commission should wait until the Commission Ethics issues its findings. He requested that this be an agenda item.

Motion: A motion was made by Commissioner Longtin to file the documents provided by Commissioner Hockman into the minutes of this meeting; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Discussion continued.

Commissioner Hockman asked for Discussion of Town Manager Davis' Contract to be on the February 1, 2012 Agenda. The Commission reached consensus.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman requested the cost for the noise ordinance consultant. He discussed the Aherns property at One Park Place and noted that he is concerned regarding the green space around the property. He discussed the Sunflower Project and the Irish Fair. He stated that the Green Market is starting this coming weekend.

Commissioner Longtin expressed concerns over the consultant for the noise ordinance. She asked about how the Town acquired the bicycles given out at Christmas.

Town Manager Davis advised that five bicycles were in the recreation storage area and it is unknown who donated the bicycles, it is believed to be Wal-Mart and two of the bicycles were provided by private donations.

Commissioner Longtin stated that she still does not know how the money donated to the Community Garden is being expended.

Vice-Mayor Rumsey asked if a Planning and Zoning meeting is scheduled for Tuesday, January 24, 2012.

Nadia DiTommaso, Community Development Department Director, advised "no".

Vice Mayor Rumsey stated that the dedication of the tree and plaque to former Mayor Desca DuBois was a nice event and wanted to express appreciation to those that participated. He noted that the Green Market starts on Sunday January 22, 2012 from 11:00 am to 3:00 pm. He advised there is a website for the market lakeparksundaymarket.com. He asked about parking for the vendors.

Community Development Director DiTommaso advised that the vendors and visitors can park at Lake Shore Park, Tennis Courts, Greenbriar and Foresteria meters. She noted that the parking will be set aside for free event parking.

Vice Mayor Rumsey suggested that an area be set aside as a reserved area for the vendors that is not directly in front of the event. Consensus was reached to have Community Development Director DiTommaso discuss the vendor parking with Mr. Welsch.

Commissioner Stevens stated that the Tree Dedication for former Mayor Desca DuBois was nice. He noted that the Color of Hope event was great. He noted the sale of One Park Place and potential occupancy of the building would be great for the Town and it is an important step in improving the CRA. He asked about the location of the Bioscience meeting location.

Mayor DuBois advised the meeting will be at Palm Beach State College.

Commissioner Stevens state that the Sunflower Project sounds great and encouraged participation. He discussed the Green Market. He asked for a update on the Marina Lawsuit. He asked when the next Planning and Zoning Board meeting would be held.

Community Development Director DiTommaso advised the next meeting is February 6, 2012.

Commissioner Stevens asked if the noise ordinance would be on the agenda.

Community Development Director DiTommaso advised that she did not know yet.

Commissioner Stevens stated that when the noise ordinance is on the Planning and Zoning Board Agenda to attend the meeting and express any concerns. He further noted

the ordinance would then come before the Commission and encourage residents to participate in the discussion.

Mayor DuBois noted that he would be attending the Friday, January 20, 2012, Regional Planning Meeting. He discussed the Relay for Life. He noted that Thursday, January 19, 2012 is the Metropolitan Planning Organization meeting at 9:00 am. He noted the Bioscience Land Preservation Board meeting is on Thursday, January 19, 2012. He noted the North County Intergovernmental Coordination meeting is scheduled for Monday, January 23, 2012. He noted that he attended the Government Affairs Committee meeting of the Chamber of Commerce on Friday, January 13, 2012. He noted that the Town hosted the Economic Development Committee meeting on Tuesday, January 17, 2012. He discussed the Color of Hope event. He thanked Edie McConville for her work on the Irish Fair. He advised that himself, Commissioner Hockman and Town Manager Davis went to the Legislative Session for Palm Beach County Days in Tallahassee. He noted the Children's Garden Club starts on Saturday January 21, 2012. He discussed the Sunday Green Market. He thanked everyone for coming out to former Mayor Desca DuBois tree memorial service.

Town Manager Davis advised that on Thursday, January 26, 2012 Linking Solution will be in the Mirror Ballroom at 10:00 am providing free information about public services such as "how to save money on your telephone bill", "how to get a free cell phone and free monthly minutes", "stop texting and driving campaign", "how to avoid illegal phone charges", high blood pressure checks, and services for the vision impaired. She noted the Sunset Celebration will be on the last Friday of the month. She advised that she has not read the package provided by Commissioner Hockman however, in listening to Commissioner Hockman's comments there are inaccuracies in his statements and that once she reviews the information Commissioner Hockman has provided she will talk with each of the Commissioners.

Attorney Baird advised that the February 9, 2012 mediation meeting regarding the lawsuit regarding the Inspector General's Office may be avoided. He noted that there has been some progress in the discussion between the City Attorney representatives and the County Attorneys. He stated that there is a meeting on Wednesday January 18, 2012 where an outline of a possible settlement will be discussed. He noted that the mediation meetings regarding the marina lawsuit has been cancelled. He explained that the mediation meeting has been cancelled because, the main defendants, Murphy and ATM have advised that they are not ready. He advised that he anticipates mediation will be rescheduled for February or March.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Hockman and seconded by Commissioner Stevens, and by unanimous vote, the meeting adjourned at 9:12 p.m.

Mayor James DuBois

Town Clerk, Vivian Lemley, CMC

TOWN OF LAKE PARK
SEAL
FLORIDA

Town Seal

Approved on this 1 of February, 2012

Exhibit "A"

Facts:

Ms. Davis was hired as Town Manager on January 3, 2007 *(See Attachment #1)*

Ms. Davis solicited Patricia Bass, ESQ for legal services before April 23, 2007. *(See Attachment #2)*

Ms. Davis directs HR Director Bambi Turner to seek 2 additional quotes for legal services from attorneys recommended by the Town Attorney Tom Baird. *(See Attachment #2)*

May 4, 2007 HR Director Bambi Turner receives quotes from 2 firms recommended by Town Attorney Tom Baird. *(See Attachment #3)*

> Quote from Glen J, Torcivia & Assoc. PA approximately $2850 *(See Attachment #3)*
>
> Quote from Jim Lynn ranged between $5000 and $7000 *(See Attachment #3)*

On May 7, 2007 the town received a letter from Patricia Bass with a quote for approximately $4000 *(See Attachment #4)*

Concerns:

The April 23, 2007 email indicated that the town manager had received the quote from Patricia Bass yet letter to HR Director Bambi Turner was received with Patricia Bass' quote was dated May 7, 2007. Why was Patricia Bass's quote the first solicited and received according to emails, yet the last quote to be received in the correspondence, subsequent to the other 2 quotes that had been received?

Facts:

Letter dated June 25, 2007 to the HR Director from Patricia Bass acknowledging selection of Patricia Bass as the attorney selected for the handbook review project. *(See Attachment # 5)*

Within the proposal letter, it is stated that the complete rewrite would be completed in early September (2007) which Ms. Davis advised her would be timely for submission to the Town Commission prior to the fiscal year. *(See Attachment #5)*

Concerns:

Who made the decision to hire Patricia Bass when she was not the lowest price quote? She was the lowest hourly price but not the lowest price for the project.

In the letter dated June 25, 2007, Patricia Bass indicated the scope of the project changed after being selected and a meeting with HR Director Bambi Turner and Ms. Davis. The scope and changes would not be more than the purchasing authority of the Town Manager ($10,000). *(See Attachment #5)* Why was the project not sent out again for rebid when it was determined it was going to cost 2 ½ times the original quote? Instead, the project remained with Patricia Bass without further bidding. Why was the purchasing authority limit bought up in the letter by Patricia Bass? *(See Attachment #5)* Do all vendors discuss the Town Manager's authority limit? Why did

it take an additional 2 years to complete the Handbook project?) See Agenda Item No. 10 for the Commission Meeting held on April 1, 2009. Adoption of Employee Handbook Update.

Facts:

Commencing June 25, 2007, invoices from Patricia Bass with the address of 7630 SW 64th Court, South Miami, FL 33413 that were submitted to the town for payment. *(See Attachment #6)*

On July 5, 2007 the Town Manager signs off on request for disbursement for payment to Patricia Bass. *(See Attachment #7)*

On October 22, 2007, the Town Manager put on the Consent Agenda item for additional $10,000 for the Handbook project. (See Attachment #8)

On June 11, 2008 the Town Manager requests an additional $10,000 for the Handbook project. *(See Attachment #9)*

On June 3, 2009 there was a request for an additional $9,900 relating to the Handbook project revisions and training submitted by the Town Manager. *(See Attachment #10)*

From the dates of July 2007 through the end of November 2011, the town of Lake Park has paid to Patricia Bass the sum of $110,737.50. *(See Attachment #11)*

Concerns:

Ms Davis had as a registered address between 2000 and 2008 the address of 7630 SW 64th Court, South Miami, FL 33413 for her Florida Drivers License, Voter Registration, and vehicle registration. This is the same address that Patricia Bass submitted invoices from to the Town of Lake Park.

Additionally, the property at 3407 S. Ocean Blvd., Apt 2B, Highland Beach, FL 33487 was purchased in August 2001 and is currently jointly owned by Maria Davis and Patricia Bass. *(See Attachment #12)*

Investments in conflict with official duties. Member should not invest or hold any investment directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duty. The jointly owned real estate Maria Davis owns with Patricia Bass creates that conflict.

Because personal investments may prejudice pr may to appear to influence official actions and decisions, members may, in concert, with their governing body , provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments. Did Maria Davis make it known of her prior living arrangements with Patricia Bass or make their current joint property ownership known to the Commission?

Personal Relationships: Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed

Confidential Information. Member should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

The emails by HR Director and letter from Patricia Bass and the date discrepancies in which the quotes for services were received. The mere fact that the information concerning the competing bid quotes were received on May 4, 2007 and Patricia Bass' quote was received on May 5, 2007 is contradicted by HR Director's email gives rise to the appearance that the quote received from Patricia Bass subsequent to those of Torcivia and Linn might have had the opportunity to be influenced.

Private Employment: Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, services, or business creates a conflict with or impairs the proper discharge of their official duties.

In this same light, the solicitation and selection of Patricia Bass by the Town Manager constitutes a clear conflict of interest given their shared residential address and current jointly owned property.

Attachment No. 1

MARIA V. DAVIS
6302 SW 43RD Street
Miami, FL 33155
Hm: 305-668-1582 Cell: 786-229-9709
Email: mdavis2282@aol.com

January 8, 2007

Ms. Vivian Mendez, Town Clerk
Town of Lake Park, Florida
535 Park Avenue
Lake Park, FL 33404 – 2603

RE: EXECUTED EMPLOYMENT AGREEMENT

Dear Ms. Mendez:

Enclosed please find my executed employment agreement. Please provide copies to the Interim Town Manager and Personnel Director for their handling of my insurance and for file. Your prompt assistance in this matter is greatly appreciated.

Regards,

Maria V. Davis

Cc: Enclosure

RESOLUTION NO. 22-04-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR THE TOWN MANAGER OF THE TOWN OF LAKE PARK, FLORIDA.

WHEREAS, pursuant to the Town Charter, the Town of Lake Park operates as a council-manager form of government; and

WHEREAS, the Town Commission employs a Town Manager; and

WHEREAS, the Town Commission has an employment agreement with its Town Manager; and

WHEREAS, the Town Manager and Town Commission have agreed to amend the Agreement.

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

Section 1. The Town Manager and Town Commission agree that Sections 10 and 15 of the Agreement shall be changed as shown in Exhibit "A" attached hereto and incorporated herein.

Section 2. The Mayor is authorized and directed to execute the First Amendment to the Employment Agreement.

Section 3. This resolution shall take effect upon adoption.

The foregoing Resolution was offered by Commissioner Osterman who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	✓	
VICE-MAYOR ED DALY	✓	
COMMISSIONER CHUCK BALIUS	Absent	
COMMISSIONER JEFF CAREY	✓	
COMMISSIONER PATRICIA OSTERMAN	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 22-04-08 duly passed and adopted this 2 day of April, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca DuBois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian Mendez Lemley
VIVIAN MENDEZ LEMLEY
TOWN CLERK

TOWN OF LAKE PARK SEAL FLORIDA

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 3rd day of January, 2007, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter called "Town") and Maria V. Davis (hereinafter called "Town Manager"),

WHEREAS, on December 6, 2006, the Lake Park Town Commission (hereinafter called "Town Commission") voted five to zero to engage the services of Maria V. Davis as Town Manager of the Town of Lake Park;

WHEREAS, the duties and responsibilities of the Town Manager are generally defined in the Town Charter and in the Code of Ordinances of the Town of Lake Park (hereinafter called "Town Code") ; and

WHEREAS, the Town Commission and the Town Manager intend by this Agreement to set forth the terms, conditions and understandings for the employment of the Town Manager by the Town Commission.

NOW THEREFORE, it is agreed and acknowledged as follows:

Section 1: Recitals

The recitals stated above are true and correct to the best of the knowledge of the Parties hereto and incorporated herein by this reference.

Section 2: Appointment

Pursuant to Section 2-81 of the Town Code, the Town, acting through its Town Commission, appoints Maria V. Davis as Town Manager, effective February 1, 2007.

Section 3: Term

The term of this Agreement shall be for an initial period of one (1) year. This Agreement shall automatically be renewed on its anniversary date for a one [1] year term unless either Party provides written notice of termination of this Agreement at least ninety (90) days before the expiration date. In the event this Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the

expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation including salary and accrued annual leave paid in lump sum plus continuation of all benefits for the remainder of the term of this Agreement.

Section 4: Duties and Authority

Town agrees to employ Maria V. Davis as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code and to perform legally permissible and proper duties and functions of the Town Manager.

Section 5: Non-Interference

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager and the Town Manager shall address those matters with the town staff, consultants, contractors and advisors. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, nor instruct any Town personnel under the Town Manager's control to take or refrain from any action. This paragraph shall not be applied to limit Article VI, Section 4. "Town manager has full authority over administrative service" provision of the Town Charter, or Article III, Section 2-82., "Powers and duties of town manager" and Section 2-83 "Town manager's control over administrative services" provisions of the Code of Ordinances.

Section 6: Compensation

Town agrees initially to pay Town Manager an annual base salary of $125,000, payable in installments at the same time that the other management employees of the Town are paid. Subsequently, the Town agrees that upon a favorable six month review as set forth in Section 8. Performance Reviews, the Town shall increase the annual base salary of the Town Manager to $130,000. Further, this Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Town's compensation policies.

The Town Manager shall receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Town Commission. The amount of said increase shall be determined by the Town Commission.

Section 7: Residency

The Town Manager shall establish residency within the Town of Lake Park within six (6) months of the effective date of this Agreement, and shall maintain residency in the Town of Lake Park throughout the initial term of this Agreement and any renewals thereafter.

Section 8: Initial Performance Review and Subsequent Annual Reviews

The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct an annual review to evaluate the performance of the Town Manager. The annual reviews and evaluations shall be in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Town Commission deems necessary for the proper operation of the Town and the attainment of the Town Commission's policy objectives. The Town Commission and Town Manager shall further mutually adopt and establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided. The initial goals and performance objectives shall be established within one hundred twenty (120) days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

Section 9: Hours Per Week

The Town Manager shall devote whatever time is necessary to properly perform the duties of the position; it being generally understood, however,

that on average, a minimum of forty (40) hours per week is necessary for adequate job performance.

SECTION 10: Annual Leave

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter the Town Manager shall accrue annual leave in accordance with the Town's leave policy for an employee with 10+ years of service with the Town. Otherwise the accrual of annual leave shall be in accordance with the Town policy.

SECTION 11: Holidays

The Town Manager shall be entitled to the same paid holidays granted to the Town's general employees.

SECTION 12: Health Benefits

The Town shall provide the Town Manager coverage under its comprehensive Preferred Provider Option Plans, including medical, dental and vision. In addition, the Town shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

SECTION 13: Life Insurance

The Town shall provide a term life insurance policy for the Town Manager in an amount equivalent to the Town Manager's base salary and shall pay the total premiums for this coverage. Coverage shall commence in accordance with the terms of the provider's contract.

SECTION 14: Automobile Allowance

The Town shall pay the Town Manager an allowance of $575.00 per month for automobile expenses. The Town Manager shall not be required to supply any receipts or other documentation in order to receive this allowance.

SECTION 15: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 12.5 % of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

SECTION 16: Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA) and the Florida City and County Management Association (FCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

SECTION 17: Outside Activities

With prior approval of the Town Commission, the Town Manager is permitted to engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's Town duties and responsibilities.

SECTION 18: Moving Allowance and Housing Expenses

The Town shall pay the Town Manager on a reimbursement basis a moving allowance not to exceed $5,000.00 for moving expenses incurred by the Town Manager. The Town Manager shall provide receipts for all expenses for which she seeks reimbursement.

SECTION 19: Equipment, General Business Expenses and Professional Development

The Town shall provide appropriate equipment necessary for the Town Manager to perform her official responsibilities. The Town shall also provide the Town Manager with a laptop computer at the expense of the

Town, which shall remain the property of the Town. The Town shall issue the Town Manager a cell phone. Alternatively, The Town Manager may use a private cell phone and receive a monthly cell phone allowance of $100.00. The Town Manager shall not be required to supply any receipts or other documentation in order to receive the cell phone allowance.

The Town agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Town also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Town shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 20: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind of nature, arising out of the performance of duties and responsibilities as Town Manager.

SECTION 21: Termination for Cause

The employment of the Town Manager may be terminated by a four-fifths majority vote of the Town Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
5) The commission of any act which constitutes moral turpitude;
6) A knowing or intentional violation of the Code of Ethics of the International City/County Management Association.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Town is under no legal obligation to pay the Town Manager any severance pay. However, the Town shall pay the Town Manager any accrued and unpaid salary and benefits (including annual leave) earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. A for cause termination may be reviewed by the circuit court in an original action or a de novo review proceeding.

SECTION 22: Termination Without Cause

The Town Manager may be terminated "without cause" by a four-fifths majority vote of the Town Commission at any time.

If the Town Manager is terminated without cause prior to the expiration of the first term, she shall be paid a lump sum severance pay equal to six (6) months salary. If this Agreement is renewed for an additional year, the severance pay will increase to nine (9) months severance pay. Severance pay shall be paid within thirty (30) working days of the effective date of termination. Additionally, should the Town Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and benefits earned prior to the effective date of termination shall be paid. The Town shall continue to pay medical, dental, vision, long term disability, short term disability and life insurance coverage for the Town Manager following the date of termination for a period of time equal to the salary severance benefit. After the payments described above are made,

the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

SECTION 23: Voluntary Resignation

In the event that the Town Manager voluntarily resigns her position with the Town, the Town Manager shall use his or her best efforts to provide to the Town Commission sixty (60) calendar days advance written notice, but under no circumstances less than thirty (30) calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued annual leave as of the date the resignation becomes effective.

In the event the Town Manager voluntarily resigns prior to the expiration of one (1) year of service from the effective date of this Agreement, the Town Manager shall reimburse to the Town any and all moving allowance and housing expenses provided to the Town Manager by the Town Commission.

SECTION 24: Return of Town Property

Upon final termination of her employment with the Town, whether voluntary, for cause or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer, documents and any other property of the Town in her possession or control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

ATTEST:

By: Vivian Mendez
Vivian Mendez, Town Clerk

1/3/07
Date

TOWN OF LAKE PARK SEAL FLORIDA

TOWN OF LAKE PARK

By: Paul W. Castro
Paul W. Castro, Mayor

1/3/07
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Thomas J. Baird, Town Attorney

1-3-07
Date

TOWN MANAGER

Maria V. Davis

1/8/07
Date

E:\TJB\LP.General\Agreements\Town Manager Agreement Final 010307.doc

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR TOWN MANAGER FOR THE TOWN OF LAKE PARK, FLORIDA

WHEREAS, the Town of Lake Park (Town) has executed an Agreement for Town Manager (the Agreement) with Maria V. Davis (Town Manager) effective February 1, 2007; and

WHEREAS, the Town and the Town Manager have agreed to change the terms of Sections 10, entitled "Annual Leave" and Section 15, entitled "Retirement"; and

WHEREAS, on February 20, 2008 the Lake Park Town Commission voted five to zero to amend the original employment agreement between the Town and the Town Manager; and

WHEREAS, the effective date of the amendments to the Agreement will be February 1, 2008;

NOW THEREFORE, the Town and the Town Manager have agreed to amend Section 10 and Section 15 of the Agreement as follows:

SECTION 10: Annual Leave

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter, the Town Manager shall have no cap on the maximum number of hours that can be accrued. Otherwise, the accrual of annual leave shall be in accordance with the Town policy.

SECTION 15: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal 15% of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2 day of April, 2008.

ATTEST: TOWN OF LAKE PARK SEAL

By: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: _____
Mayor:

By: _____
Maria V. Davis, Town Manager

Approved as to Form and
Legal Sufficiency:

_____
Thomas J. Baird, Town Attorney

Attachment No. 2

#2

Bambi Turner

From: Thomas J. Baird [tbaird@tjbairdlaw.com]
Sent: Thursday, April 26, 2007 10:33 AM
To: Bambi Turner
Subject: RE: Attorney Quotes

1. Glen Torcivia #686-8700 2.Jim Linn (he represents the town in the Firefighter Pension case # 850-222-5702

Thomas J. Baird, Esq.
Thomas J. Baird, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, FL 33408
(561) 625-4400
(561) 625-0610 - Fax
tbaird@tjbairdlaw.com

—Original Message—
From: Bambi Turner [mailto:bturner@lakeparkflorida.gov]
Sent: Monday, April 23, 2007 9:47 AM
To: tbaird@tjbairdlaw.com
Cc: mgreen@tjbairdlaw.com
Subject: Attorney Quotes

As you are aware, Maria has received a quote from an employment attorney whom she knows to have our employee policy/handbook reviewed and revised especially pertaining to Title 7 language and procedures, and to have our overall disciplinary forms reviewed and revised, and to provide training to employees on the newly revised manual especially with regard to Title 7. Maria has asked me to contact you to obtain the names and contact information for two additional employment attorneys from whom we can also obtain quotes.

Thanks.

Bambi McKibben-Turner
Human Resources Director
Town of Lake Park

Attachment No. 3

Bambi Turner

From: Bambi Turner
Sent: Friday, May 04, 2007 11:35 AM
To: Marla Davis
Subject: Attorney Quotes
Follow Up Flag: Follow up
Flag Status: Red

I have received quotes back from both of the attorneys whom I contacted as recommended by Tom Baird. The information which I have obtained from each of them is as follows:

Lara Donlon
Glen J. Torcivia & Associates, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida

Lara's quote is as follows:

"Bambi,
Please allow this correspondence to serve as our firm's response to your request for a quote on reviewing and revising Lake Park's personnel policies and to present training on the new policies, including a focus on Title 7.

Generally, my hourly rate is $250. However, I also discount that rate for municipalities and governmental entities. As such, I am able to offer you an hourly rate at **$190 per hour**. We bill our time in 1/10th an hour increments and invoice our clients monthly.

With respect to the amount of time the project will take, please allow the following to serve as an estimate based on past experience:

Review/revise Personnel Policies approx. 10 hours
Prepare PowerPoint Presentation approx. 3 hours
Present Training on Title 7 and
New policies 2 hours/presentation

As you can see, Lake Park could expect to incur **$2470** in fees related to reviewing and revising the personnel policies and preparing a PowerPoint Presentation for training

Additionally, in order to highlight the changes to the policies and advise on preventing harassment and discrimination in the workplace (Title 7) in one training session, we would anticipate the session to last approximately 2 hours **($380)**. Naturally, it would be Lake Park's discretion in determining how many presentations to offer. Most organizations look at scheduling, room size and cost per presentation in determining the number of presentations to offer."

James Linn
Lewis Longman & Walker
125 South Gadsden Street

Tallahassee, FL 32302

Mr. Linn provided his quote verbally by telephone. He advised me that his firm can provide the services we are seeking. They have developed policy manuals for a number of public sector clients. He said that the biggest challenge is going through what we have and understanding what our policies are before his firm can suggest revisions. He said that the first step would be for him to come and meet with both you and me to determine what areas of the manual need to be revised. He indicated that the further steps would consist of the following:

1. Review the current manual and develop questions as to what certain provisions mean;
2. Prepare ~~of the~~ Title 7 compliance language;
3. Review and revised FMLA language, and review and revise other areas of the manual that we would describe to him during our initial meeting.

He stated that these things can get involved. The normal range for a comprehensive review and revision (this can be done by phone and email) would probably be **$5,000 to $7,500**. I asked him what the hourly fee would be. He advised me that his firm would charge their normal government rates. His hourly fee is **$245.00** and he would take a lead role in the assignment. The bulk of the work would be done by Attorney Glenn Thomas of his firm, whose hourly fee is **$195.00**. Additionally, some assistance would be provided by the firm's paralegal, for whom the hourly fee is **$110.00**. Mr. Linn said that his firm has handled similar assignments that have cost twice as much as the range quoted to us.

Beverly McKibben-Turner

Human Resources Director
Town of Lake Park

Attachment No. 4

#4

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

May 7, 2007

CONFIDENTIAL

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

SUBJECT: RESPONSE TO TOWN SOLICITATION

Dear Ms. Turner:

The Town Manager contacted me this past weekend indicating her interest in obtaining a quotation for legal services pertaining to updating your personnel policies and employee handbook to include a review of the town's discrimination and harassment policies, FMLA provisions and related employment standards.

As I indicated to her, my standard rate for municipal and government legal services is $175.00 per hour. Ms. Davis inquired whether I would consider discounting my hourly rate, which I agreed to do as follows:

PROFESSIONAL LEGAL SERVICES

Review, update and revise the Town's Employee Handbook;
Review existing discrimination/harassment policies for legal sufficiency and revise as appropriate;
Review other related employment provisions for legal sufficiency and revise as appropriate; and
Provide administrative and staff trainings as determined by the Town Manager and Human Resources Director.

HOURLY RATE

The above referenced Professional Legal Services shall be performed at a discounted hourly rate of $100.00 per hour, with an estimate of approximately 30 to 40 hours expended on the project after consultation and agreement by the Town Manager and Human Resources Director as to the exact scope of services and work to be performed.

Should you require any additional information, please do not hesitate to call or email me. Additionally, I recommend that any final revisions, trainings or other services be submitted to the Town Attorney for his input and legal approval.

Sincerely,

Patricia D. Bass

cc. Ms. Maria V. Davis (via email)

Attachment No. 5

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

June 25, 2007

CONFIDENTIAL

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

SUBJECT: REVISED SCOPE OF WORK: EMPLOYEE HANDBOOK

Dear Ms. Turner:

On May 7, 2007, pursuant to the Town's solicitation for a quote to review and revise the Town's policies set forth in its Employee Handbook, I submitted a response for professional legal services dependent upon consultation and agreement with the Town Manager and Human Resources Director as to the precise scope of work for revising the Town's Employee Handbook.. Subsequently, on May 23, 2007, you advised that I had been selected to perform the legal services for the Town and that I should commence work to that end.

This past Friday, you and Maria met with me to discuss the revised scope of work, my recommendations for the Handbook and a revised cost assessment for my legal services. I advised that I would provide written verification of my understanding for the agreed upon scope of work, which I submit to the Town herein as follows:

- The Handbook, rather than be partially revised, will instead be rewritten in its entirety to provide a comprehensive and thorough coverage of the Town's

employment standards and policies.

- Other Town documents currently utilized by Town departments that are out of date (e.g. The Classification and Pay Plan Manual) will be revised and included in the Handbook.
- Departmental procedures that are currently set forth in detail in the Handbook will be removed form the Handbook. (e.g. Vehicle Policy, etc.)
- The Manager's Welcome Letter, Employee Certification and Adherence to abide by the Handbook Policies and Regulations will be removed from the Handbook and made part of a Welcome Packet for all employees.
- The Handbook will cover all Town employees regardless of their classification or status and separate provisions shall be delineated in the document for applicability to each group (e.g. managers versus general workers or exempt versus non-exempt).
- The Handbook will contain appendices to include job listings, forms, etc.

Following our Friday meeting I was contacted by the Manager to determine when the project could be completed. I informed her that it is my intent to complete all project work by early September, which she advised would then be timely for submission to the Town Commission prior to the fiscal year. I also advised that I would provide the revisions when first completed in order to ensure that each approving party (you, the Manager and the Town Attorney) would have sufficient time for review, revisions and final approval.

Also discussed at the Friday meeting, we agreed that the cost for completing this expanded scope of work would not exceed the Manager's purchasing authority of $10,000 for the agreed upon services at my discounted hourly rate of $100.00 per hour. I provided an approximation of hours for my work thus far and indicated that I would invoice the Town incrementally as I concluded certain phases and sections of the Handbook.

I hope this letter accurately and thoroughly delineates the agreements and scope of work for this project and I look forward to continuing to work with both you and the Manager. Friday's meeting was extremely productive and enjoyable.

Sincerely,

Patricia D. Bass

cc: Maria V. Davis

Attachment No. 6

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

PAID

June 25, 2007

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related document:

Review of Handbook, Resolutions pertaining to Handbook,
related documents, partial document drafting and meeting attendance... 26 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $2600.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

July 4, 2007

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2

Dear Ms. Turner.

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of Resolutions pertaining to Handbook and related documents, partial Handbook drafting through Section 5.17..... 31 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $3100.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

Attachment No. 7

#7

Town of Lake Park
Request for Disbursement

To: Finance Director

Date: 7/5/07

From: Human Resources Department

Please issue a check to: PATRICIA D. BASS, ESQUIRE
(Name of Company or Individual)

Mail to: 7630 S.W. 64th Court

South Miami, Florida 33143

In the Amount of: $ 5,700.00 Charge to Account 900-99901

For payment of: Professional services rendered in connection with review and revision of employee handbook. lowest of three quotes received (copies attached)

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: Bonnie Turner

Finance Approval: Merry Ann Catasus 7/6/07

Department Head: Bonnie Turner

Town Manager: [signature] 7/5/07

Check Number: _____

Date Paid: _____

Town of Lake Park
Request for Disbursement

To: Finance Director

Date: 8/3/07

From: Human Resources Department

Please issue a check to: Patricia D. Bass
(Name of Company or Individual)

Mail to: Patricia D. Bass, Esq.
7630 SW 64 Ct.
South Miami, FL 33143

In the Amount of: $ 2,300.00 Charge to Account 900-99901

For payment of: professional services rendered for review of Employee Handbook and update of same.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

08/06/07

Requested by: [signature] Finance Approval: [signature] Catasus

Department Head: [signature] Town Manager: [signature] 8/5/07

Check Number: _____ Date Paid: _____

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

August 2, 2007

PAID
AUG 1 3 2007

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 3

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 7.13..... 23 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $2300.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

Town of Lake Park
Request for Disbursement

To: Finance Director

Date: September 12, 2007

From: Human Resources Department

Please issue a check to: Patricia D. Bass, Esq.
(Name of Company or Individual)

Mail to: Patricia D. Bass, Esq.
7630 SW 64 Ct.
South miami, FL 33143

In the Amount of: $1,200.00 Charge to Account 900-99901

For payment of: professional services rendered for review of Employee Handbook and update of same.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by:_____ Finance Approval: A. Costello

Department Head: [signature] Town Manager: [signature] 9/12/07

- -

Check Number:_____ Date Paid:_____

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

PAID

August 29, 2007

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 4

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8..... 12 hours

Discounted Hourly Rate.. . . .. $100.00

Amount Due..... .$1200.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

Attachment No. 8

#8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: November 7, 2007 Agenda Item No.

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] ORDINANCE ON FIRST READING

[ ] GENERAL APPROVAL OF ITEM

[ ] Other:

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] **CONSENT AGENDA**

SUBJECT: Legal Consulting Services to Complete Re-writing the Employee Handbook and to Provide Employee Training

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager [signature] **Date:** 10/22/07

Name/Title

Date of Actual Submittal

Originating Department: **Town Manager**	**Costs: $ Not To Exceed $10,000** **Funding Source: Human Resources Contractual Services 50% and Non-Departmental Contingency 50%** Acct #	**Attachments:** N/A
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development__	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] 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 Town's existing employee handbook is woefully obsolete, contradictory in many sections and most importantly, legally insufficient. Consequently, in July 2007, the Town Manager and Human Resources Director hired employment attorney Patricia Bass to assist with an entire "re-write" of the employee handbook, as well as provide training to employees relating to discipline and discrimination in the workplace.

Given the remaining work to be completed on the handbook, discussions/negotiations with the AFL-CIO Public Employees Union and subsequent employee training, consulting services required will exceed the Town Manager's purchasing authority. Therefore, staff is recommending approval of additional legal consulting services not to exceed $10,000.

Town of Lake Park
Request for Disbursement

To: Finance Director

Date: 12/14/07

From: Human Resources Department

Please issue a check to Patricia D. Bass, Esq.
(Name of Company or Individual)

Mail to: 7630 SW 64 Ct.

S. Miami, FL 33143

In the Amount of: $ 700.00 Charge to Account 900-99901

For payment of: Professional services rendered in connection with review and revision of employee handbook.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: _____ Finance Approval: _____

Department Head: _____ Town Manager: _____

- -

Check Number: _____ Date Paid: _____

PAID
DEC 31 2007

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth net

December 13, 2007

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 5

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8 ..... 7 hours

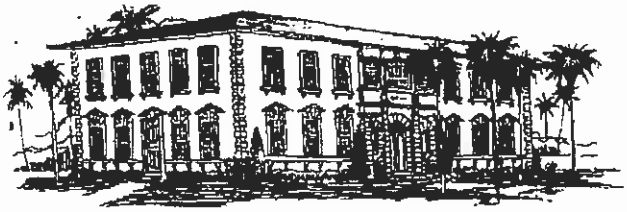
Discounted Hourly Rate..... $100.00

Amount Due..... $700.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis



LAKE PARK TOWN HALL NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE
LAKE PARK, FLORIDA 33403
(561) 881-3350 FAX (561) 881-3358

PURCHASE ORDER

PURCHASE ORDER NUMBER	54447
DATE	01/14/08 PAGE NO. 1
DEPT. CODE	
REQUISITION NUMBER	

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

TO
4861
PATRICIA D BASS, ESQUIRE
7630 SW 64TH COURT
SOUTH MIAMI, FL 33143

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	ADMINISTRATION/MARIA 535 PARK AVENUE LAKE PARK FL 33403	01/14/08

TERMS: NET

SPECIAL INSTRUCTIONS: EMPLOYMENT ATTORNEY SVCS/COMM AGENDA 11/7/07

THIS IS... ☐ AN ORDER ☐ A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	RE-WRITE EMPLOYEE HANDBOOK	103-31000	1.00	5000.00	5,000.0
2	EMPLOYEE TRAINING	900-99901	1.00	5000.00	5,000.0
				TOTAL	10,000.0

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

Aimee M. Costello 1/14/08
APPROVED DIRECTOR of FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS
DELIVERIES WILL BE ACCEPTED
MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

COPY

RECEIVED

MAR 19 2008

Town Of Lake Park
Office Of Town Manager

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

March 18, 2008

CONFIDENTIAL

PAID

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1
INVOICE NUMBER: 54447-1

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447/105-31000 for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8..... 34 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $3400.00

Please remit payment to the above address.

Patricia D. Bass

M. Davis
3/19/08

cc: Maria V. Davis

4861

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

May 21, 2008

PAID
JUN 9 2008

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2
INVOICE NUMBER: 54447

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447/105-31000 for Review of Employee Handbook and related documents:

Final review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same..... 50 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $5000.00

Please remit payment to the above address.

M. Davis
6/9/08

Patricia D. Bass

cc: Maria V. Davis

Attachment No. 9

#9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: June 18, 2008 Agenda Item No. Tab 3

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[x] CONSENT AGENDA

[ ] Other:

SUBJECT: Legal Consulting Services to Complete Re-writing of the Employee Handbook and to Provide Employee Training

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager Date: 6/11/08

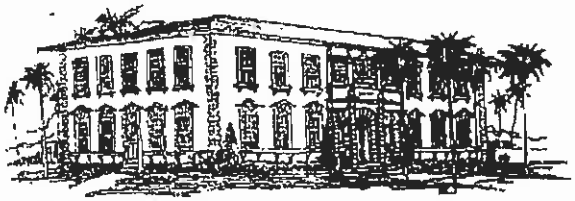
Name/Title HR Director Date of Actual Submittal 6/11/08

Originating Department: Human Resources	Costs: $Not to exceed $10,000.00 Funding Source: Human Resources Professional Services Acct. # 105-31000	**Attachments:** None
Department Review: [ ] Community Affairs ____ [ ] Community Development__ [ ] Finance _____	[ ] Fire Dept _____ [ ] Human Resources_____ [ ] Library _____ [ ] Marine _____ [ ] PBSO _____	[ ] Public Works_____ [ ] Town Attorney_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ Or Not applicable in this case_____: Please initial one.

Summary Explanation/Background:

In July 2007, the Town Manager and the Human Resources Director hired employment attorney Patricia Bass to assist with the entire rewrite of the Town of Lake Park Employee Policy/Handbook, as well as to provide training to employees relating to provisions such as discipline, sexual harassment and discrimination in the workplace. On November 7, 2007, the Commission approved additional legal consulting services not to exceed $10,000.

The rewrite of the employee handbook is a comprehensive undertaking which has involved the legal review and update of all employee policies and procedures. While the rewrite of the employee handbook is almost complete, additional work remains to be done in the areas of discussions and negotiations with the AFL-CIO Public Employees Union, and subsequent employee training. Such additional consulting services will exceed the Town Manager's purchasing authority. Therefore, staff is recommending approval of additional legal consulting services not to exceed $10,000.



LAKE PARK TOWN HALL — NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE
LAKE PARK, FLORIDA 33403
(561) 881-3350 FAX (561) 881-3358

PURCHASE ORDER

PURCHASE ORDER NUMBER: 54317
DATE: 06/19/08 PAGE NO.
DEPT. CODE:
REQUISITION NUMBER:

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

TO: 5451-4
PATRICIA P BASS, ESQUIRE
7630 SW 54TH COURT
SOUTH MIAMI, FL 33143

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	ADMINISTRATION/MARIA 535 PARK AVENUE LAKE PARK FL. 33403	06/19/08 TERMS NET

SPECIAL INSTRUCTIONS

- AGENDA CONSENT ITEM/COMMISSION APPROVAL 06/18/08

THIS IS... ☐ AN ORDER ☐ A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROFESSIONAL EMPLOYMENT LAW SR NOT TO EXCEED $10,000.000	105-31000	1.00	10000.00	10,000.00

TOTAL → 10,000.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

Deborah Quiron
APPROVED DIRECTOR of FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.
DELIVERIES WILL BE ACCEPTED
MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

August 11. 2008

CONFIDENTIAL

PAID
AUG 1 5 2008

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1
INVOICE NUMBER: 54517

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54517 for Review of Employee Handbook and related documents:

Review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same for period July 16, 2008-August 7, 2008.....15 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$1500.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

ok Bambi Turner
8/14/08
Signature verified by
TM Maria Davis

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

August 11, 2008

CONFIDENTIAL

PAID
AUG 15 2008

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 3
INVOICE NUMBER: 54447

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447 for Review of Employee Handbook and related documents:

Review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same for period May 22, 2008-June 10, 2008.....16 hours

Discounted Hourly Rate..... $100.00

Amount Due..... $1600.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

8/14/08
Sign authorized by
TM Maria Davis

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

October 5, 2008

CONFIDENTIAL

PAID

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2
PURCHASE ORDER: 54517

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for Review of Employee Handbook and related documents as follows:

September 25 – review of discipline section and categories.....2 hours
September 26 – meeting at Lake Park on Handbook revisions.....6 hours
September 28 – review current CBA and employee rights.....3 hours
September 30 – meeting at Lake Park on Handbook revisions.....7 hours
October 5 - draft changes to Handbook, CFR, evaluations, etc..... .....5 hours

09/30/08
18 HRS X
100.00 =
1800.00

Total Hours Worked.....23 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$2300.00

Please remit payment to the above address.

Patricia D. Bass

M. Davis
10/6/08

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

March 26, 2009

PAID

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT #3
PURCHASE ORDER: 54517

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for drafting and review of Employee Handbook and related documents as follows:

January 27 – review of and revisions to Handbook.....5 hours
January 28 – meeting at Lake Park on Handbook revisions.....6 hours
February 10 – drafting evaluation scale and definitions and confidentiality provision.....6 hours
February 12 – meeting at Lake Park on Handbook revisions.....6 hours
February 16 - meeting at Lake Park on Handbook revisions .....6 hours
February 28 – drafted sick leave donation provision and revisions .....3 hours
March 2 – meeting on Handbook at Lake Park.....7 hours
March 3 – revisions to Handbook.....4 hours
March 6 – revisions to Handbook.....5 hours
March 10 – revisions to Handbook.....2 hours
March 18 - edits to Handbook with Finance Director.....1 hour
March 20 – edits to Handbook with Human Resources Director.....1.5 hours
March 23 - phone conference with Town Clerk and Human Resources Director concerning Financial Disclosure provision.....0.5 hour

PAID

March 24 – Final edits on Section 8 and Appendices.....2 hours

Total Hours Worked.....55 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$5500.00

Please remit payment to the above address.

Patricia D. Bass

M. Davis
3/26/09

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

54517

May 13, 2009

PAID
JUN 5 2009

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $ 100.00/HOUR

Dear Ms. Davis:

For professional services rendered pursuant to **Employee Handbook Provisions and related employment documents and training** as follows:

April 6 – review of Employee Leave forms and drafting new form.....1.0 hour
April 14 – training preparation, drafting questions on Handbook.....4.0 hours
April 15 – completed questions, agendas, etc. for Handbook training.....4.0 hours
April 16 – Department Head training and revising agenda.....8.0 hours
April 17 – General Employee training.....8.0 hours
April 19 – Employee Leave form finalized.....1.0 hour
April 23 – Review and revise Welcome Packet.....1.0 hour
April 27 – Drafted training agenda and emailed to Town Manager.....1.0 hour
May 3 – training preparation and form review.....2.0 hours
May 5 – form review, editing and drafting.....2.5 hours
May 6 – drafting materials for training.....2.0 hours
May 12 – editing, drafting and preparing forms.....1.5 hours
May 13 – reviewing and finalizing forms.....2.0 hours
May 14 – preparation for supervisor training.....1.0 hour

PAID
JUN 3 2009

Total Hours Worked.....39 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$3900.00

Please remit payment to the above address.

Patricia D. Bass

H.Davis
5/14/09

Attachment No. 10

#10

Approved 4-0
6/3/09
AML

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: June 3, 2009 Agenda Item No.

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[X] **CONSENT AGENDA**

[ ] Other:

SUBJECT: Legal Employment Consulting Services

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager [signature] Date: 5/22/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	**Costs: ~~$8,800~~** 9,900 Funding Source: **HR Professional Services** Acct. #	**Attachments:**
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] 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 employment lawyer completed the handbook and part of the staff training. An area that the Manager failed to take into consideration when estimating the budget to re-write the handbook was the requirement to update a large number of existing employment/payroll type forms to comply with the newly adopted handbook. Staff is currently updating the forms; however, they need to be reviewed for legal sufficiency.

Additionally, there is still one more training session required for both senior staff and Public Works supervisors respectively. The last purchase order issued in June of 2008, copy attached, has been exhausted. Staff is requesting authority to increase the purchase order to cover expenses incurred and to finish the review of the forms and complete the last training sessions in the amount of ~~$6,900~~. The attorney provided the Town a very discounted rate of $100 per hour for the handbook and training and has agreed to complete the aforementioned at that same rate. Although this amount is within the Manager's authority to approve, for transparency purposes, it is being forwarded to the Town Commission for approval.

$1,900

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

June 18, 2009

PAID

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $ 100.00/HOUR: PURCHASE ORDER 54517

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for matters associated with Employee Handbook, related documents and training as follows:

May 19– discussion with Human Resources Director regarding Handbook training and other personnel related matters.....1.0 hour

May 21 – training preparation on discipline section of Handbook.....1.5 hours

May 24 – preparation of training scripts and forms.....2.5 hours

May 25 – drafting forms, discussion with Manager about training agenda.....3.0 hours

May 26 – drafting Training Manual and discussion with HR Director.....7.0 hours

May 27 – finished Training Manual, forms and preparation.....5.0 hours

May 28 – Department Head training and next day preparation.....9.0 hours

May 29 – Public Works training.....8.0 hours

June 9 –form review, editing and revising.....1.5 hours

June 11 – form review, editing and revising.....2.5 hours

June 17 – form review, editing and revising.....1.0 hour

Total Hours Worked.....42 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$4200.00

Please remit payment to the above address.

Patricia D. Bass

PAID

[illegible]

[illegible]

6/18/09

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, Fl 33143
305 479-5044
patriciabass@bellsouth.net

September 30, 2009

PAID
SEP 2 ; 2009

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $ 100.00/HOUR: PURCHASE ORDER 54517

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for drafting and review of Employee Handbook forms and training as follows:

7-22-09 –Drafting Town's Employment Application, Personal Data Form, EEOC definitions and Volunteer Application Form.....5.0 hours

8-12-09 –Drafting Sick Leave Donation Program Forms and other Handbook Forms.....1.5 hours

9-9-09 – Drafting Handbook Forms and discussion with Human Resources Director.....4.5 hours

Total Hours Worked.....11 hours

Discounted Hourly Rate.....$100.00

Amount Due.....$1100.00

Please remit payment to the above address.

Patricia D. Bass

M. Davis
9/30/09

Attachment No. 11

#11

VENDOR	NAME				DISCOUNT	PAID		
4861	PATRICIA D BASS, ESQUIRE							
107100C	04/08/11	yes	.00	4,050.00	RFD 040511	4,050.00	04/05 11	PROFESSIOANL SRVS RENDERED
						4,050.00		001-51-512-105-31000 - Professional Services
106873C	03/03/11	yes	.00	4,050.00	RFD/022411	4,050.00	02 24 11	PROFESSIONAL SRVS
						4,050.00		001-51-512-105-31000 - Professional Services
105540C	09/17/10	yes	.00	1,650.00	AUG 2010	1,650.00	09/14/10	EMPLOYMENT LAW/PERSONNEL ISSUE
						1,650.00		001-51-512-105-31000 - Professional Services
105228C	07/30/10	yes	.00	6,450.00	RFD/072310	6,450.00	07/23/10	PROFESSIONAL SRVS
						6,450.00		001-51-512-105-31000 - Professional Services
104250C	03/08/10	yes	.00	4,500.00	RFD.030310	4,500.00	03/03 10	PROFESSIONAL SRVS RENDERED
						4,500.00		001-51-512-105-31000 - Professional Services
103230C	09 10 09	yes	.00	5,150.00	093009	4,050.00	09/30/09	LABOR/EMPLOYMENT LAW SRVS
						4,050.00		001-51-512-105-31000 - Professional Services
					54517	1,100.00	09/30/09	PROFESSIONAL SRVS RENDERED
						1,100.00		001-51-512-105-31000 Professional Services
102996C	09/04/09	yes	.00	3,675.00	RFD/090209	3,675.00	09/02.09	PROFESSIONAL SRVS
						3,675.00		001-51-512-105-31000 - Professional Services
102427C	06/19/09	yes	.00	5,512.50	061809	1,312.50	06/18/09	EMPLOYMENT MATTERS/MAY-JUN 17
						1,312.50		001-51-512-105-31000 - Professional Services
					51517-2	4,200.00	06/18/09	EMPLOYEE HANDBOOK
						700.00		001 51 512-105-31000 - Professional Services
						1,500 00		001 51 512 105-31000 - Professional Services
102279C	06/03/09	yes	.00	3,900.00	54517-4	3,900.00	05 13/09	PROFESSIONAL SRVS
						3,900.00		001-51-512-105-31000 - Professional Services
102203C	05/22/09	yes	.00	2,700.00	MAY 2009	2,700.00	05/13/09	SRVS RENDERED:APR 6-MAY 13
						2,700.00		001-51-512-105-31000 - Professional Services
101853C	04/03 09	yes	.00	7,900.00	54517 3	5,500.00	03.26/09	PROFESSIONAL SRVS
						5,500.00		001-51-512-105-31000 - Professional Services
					JAN-FEB 09	2,400.00	03/26/09	PROF SRVS/JAN 28-FEB 27
						2,400.00		001-51-512-105-31000 - Professional Services
101291C	01/23/09	yes	.00	9,825.00	JAN 2009	9,825.00	01/16/09	SRVS RENDERED/OCT 31 JAN 16
						9,825.00		001-51-512-105-31000 Professional Services
100764C	10/31/08	yes	.00	7,800.00	RFD/102908	7,800.00	10/29/08	HR MATTERS
						7,800.00		001-51-512-105-31000 - Professional Services
100685C	10/17/08	yes	.00	825.00	OCT162008	350.00	10/05/08	BALANCE DUE THRU SEPT 19
						350.00		001-51-512-105-31000 - Professional Services
					SEPT-1 08	475.00	10/05/08	BALANCE DUE-TRU SEPT 30
						475.00		001-51-512-105-31000 - Professional Services
100644C	10/10/08	yes	.00	3,950.00	OCT 2008	700.00	10/05/08	PROF SRVS/THRU OCT 3
						700 00		001-51-512-105-31000 - Professional Services
					PYMT NO 2	1,800.00	10/05.08	PROF SRVS/EMPLOYEE HANDBOOK
						1,800.00		001 51-512-105-31000 - Professional Services
					SEPT 2008	950.00	10/05/08	PROF SRVS PERSONNEL ISSUES
						950 00		001-51-512-105-31000 - Professional Services
					54517-2	500 00	10 05 08	PROF SRVS PAYMENT #2 DAL
						500.00		001-51-512-105-31000 Professional Services

VENDOR NAME / PMNT#	DATE	CLR	DISCOUNT	PAID	INVOICE	PAID	INV DT	DESCRIPTION
4861 PATRICIA D BASS, ESQUIRE								
100476C	09/19/08	yes	.00	5,400.00	091708	5,400.00	09/17/08	EMPLOYMENT LAW/PERSONNEL ISSUE
						5,400.00		001-51-512-105-31000 - Professional Services
100136C	08/15/08	yes	.00	6,550.00	1	1,500.00	08 11 08	SERVICES RENDERED/JUL 16-AUG 7
						1,500.00		001-51-512-105-31000 Professional Services
					3	1,600.00	08/11/08	SRVS RENDERED/MAY 22-JUN 10
						1,600 00		001-51 512 105 31000 - Professional Services
					RFD-081108	3,450.00	08/11/08	SERVICES RENDERED JUL 19 AUG 7
						3,450.00		001-51-512-105-31000 - Professional Services
99727C	06/13/08	yes	.00	675.00	RFD 052208	675.00	05/21 08	PROFESSIONAL SRVS MAY 8-21
						675.00		001-51-512-105-31000 - Professional Services
99679C	06/09/08	yes	.00	5,000.00	54447	5,000.00	05/21/08	PROFESSIONAL SRV/PAYMENT #2
						1,600.00		001-51-512-105-31000 - Professional Services
						3,400.00		001-51-589-900-99901 - Contingency
99118C	03/21.08	yes	.00	3,775.00	54447-1	3,400.00	03/18/08	REVIEW MATERIALS/PARTIAL DRAFT
						3,400.00		001-51-512-105-31000 - Professional Services
					RFD-031808	375.00	03/18/08	DRAFT AUDIT RESPONSE
						375.00		001-51-514-108-31101 - Professional Svc - Other Le
97816C	01/18/08	yes	.00	7,200.00	RFD/011408	7,200.00	01/14/08	REV-DRFT-EDIT EDOC RESP/TOWNS
						7,200.00		001-51-589-900-99901 - Contingency
97635C	12/21/07	yes	.00	700.00	RFD/121407	700.00	12/13/07	REVIEW/REVISION-EMP HANDBOOK
						700.00		001-51-589-900-99901 - Contingency
97137C	10/19-07	yes	00	300.00	RFD-101007	300.00	10/10/07	EMPLOYMENT ISSUE-08-28/H TOWNS
						300.00		001-51-512 105-31000 - Professional Services
96902C	09/21.07	yes	.00	1,200.00	RFD/091207	1,200.00	08-29/07	PRO SVCS/REV-UPDATE EMP HANDBK
						1,200 00		001-51-589-900-99901 - Contingency
96597C	08/10/07	yes	.00	2,300.00	RFD 080307	2,300 00	08 02/07	PROF SVCS EMPLOYEE HANDBOOK
						2,300.00		001-51-589-900-99901 Contingency
96347C	07/06-07	yes	.00	5,700.00	RFD/070507	5,700.00	07 05.07	PROF SVCS/EMPLOYEE HANDBOOD
						5,700.00		001-51-589-900 99901 - Contingency
*** TOTALS ***			.00	110,737.50	NUMBER OF CHECKS:	26		

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, FL 33143
305 479-5014
patricabass@bellsouth.net

March [illegible] 2010

CONFIDENTIAL

Ms. Marcia V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $150.00/ HOUR

Dear Ms. Davis

I am submitting this invoice for professional services rendered during the period October 5, 2009 through March 3, 2010, concerning various **labor and employment law and personnel issues** as follows:

10-5-09 Drafted language regarding leave provisions, including FMLA ..... 1.0 hour

10-6-09 Completed drafting of language and discussed with Town Manager ..... 1.0 hour

10-14-09 Drafting of Personal Leave language for Administrative Order, various phone calls with Finance Director, Human Resources Director and Town Manager ..... 2.5 hours

10-21-09 Research, review and drafting regarding Domestic Violence Leave Form ..... 1.5 hours

11-18-09 Drafting and review on Department Head Application and Release of Information Form ..... 1.5 hours

11-30-09 Final review and approval of above documents and review of Preston documents for Human Resources Director ..... 1.0 hour

1-6-10 Discussion with Human Resources Director and Town Manager regarding Library Director termination response letter . . . . . 2.0 hours

2-1,2-10 Phone conversation with Human Resources Director, research and response and email concerning retaliation and West Melbourne case. . . . . 1.5 hours

2-9-10 Revised language and faxed with questions and comments for Human Resources Director concerning 2 employees on workers' compensation..... ...1.5 hours

2-16-10 Review and discussion with Human Resources Director regarding workers' compensation matters, discussion with Town Manager regarding same... ... ..1.0 hour

2-17-10 Drafted Boone letter, drafted new policy provisions; discussions with Human Resources Director, Finance Director and Town Manager .... 4.5 hours

2-18-10 Finalized Boone letter... . .. . 0.5 hour

2-24-10 Phone call with Human Resources Director regarding Burns. . . 1.0 hour

2-25-10 Revised Kennelly letter and Burns draft revisions, fax prepared; discussion with Town Manager regarding FMLA . . .. 3.5 hours

2-26,27,28-10 Researched and drafted request for legal opinion regarding W/C and FMLA; various phone conversations with staff . . . . .3.0 hours

3-1-10 Emails and phone calls regarding FMLA status for employees and opinion reviewed .... .1.5 hours

3-2-10 Phone discussions with Finance Director, Town Manager, and email with Human Resources Director concerning FMLA status of employees.. ... .1.5 hours

Total Hours Worked..... . .. . 30.0 hours

Discounted Hourly Rate.... ....$150.00

Amount Due. . . . .$ 4500.00

Please remit payment to the above address.

Patricia D. Bass

3/3/10

PATRICIA D. BASS, ESQ.
7630 S.W. 64 Court
South Miami, FL 33143
305-429-5044
patriciabass@bellsouth.net

July 23, 2010

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $150.00/ HOUR

Dear Ms. Davis:

I am submitting this invoice for professional services rendered during the period March 29, 2010 through July 23, 2010 concerning various **labor and employment law and personnel issues, including Handbook Re-Adoption Revisions** as follows:

3-29-10 - Burns' FMLA review and Request to Produce ..... 1.5 hours

3-30-10 - Drafted Burns letter, conference calls to Manager and Human Resources Director ..... 1.5 hours

3-31-10 - Drafted Audit Response ..... 1.5 hours

5-15through20-10 - Reviewed documents, drafted release for Shawn Boone and phone conferences re. Burns and Boone ..... 2.5 hours

5-20-10 - Handbook email ..... 0.5 hours

6-7-10 - Conference call re. Finance Department investigation into possible theft ..... 0.5 hours

6-11-10 - Meeting concerning Handbook Re-Adoption at Lake Park ..... 8.0 hours

6-17-10 - FMLA research re: Burns and Handbook revisions ..... 3.0 hours

6-18-10 Preparation for Handbook meeting; Drafted FMLA language/Illness in Line of Duty, prepared handout for Human Resources Director; Drafted Burns notice letter .....5.0 hours

6-21-10 - Meeting at Lake Park re: Handbook Re-Adoption. ..... 6.5 hours

6-25-10 Review and drafted Handbook Re-Adoption language .....2.5 hours

7-9-10 Review and drafted Handbook language .....1.5 hours

7-12-10 Review and drafted Handbook language; Policies and statutes reviewed .....3.0 hours

7-16-10 Preparation for and conference call with Human Resources Director and Town Clerk to finalize revisions to Handbook .....3.5 hours

7-23-10 Final Review of Handbook revisions and emailed edits to Town ...2.0 hours

Total Hours Worked ..... 43.0 hours

Discounted Hourly Rate $150.00

Amount Due ..... $ 6450.00

Please remit payment to the above address.

Patricia D. Bass

W. Davis
7/26/10
Atz Prof. Services

PATRICIA D. BASS, ESQ.
7636 S.W. 64 Court
South Miami, FL 33143
305 479-2633
patricia.bass@bellsouth.net

September 14, 2010

CONFIDENTIAL

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ $150.00/HOUR

Dear Ms. Davis,

I am submitting this invoice for professional services rendered during the period August 12, 2010 through September 13, 2010, concerning **employment law and personnel issues,** as follows:

8-12,13-10 Former Library Director, attorney letter review and emails to staff ..... 1.5 hours

8-15-10 Review of documentation from Human Resources Director concerning former Library Director ..... 2.0 hours

8-16-10 - Drafted Settlement Agreement and Release for above ..... 1.5 hours

8-17-10 Drafted Lawyer Response for Finance Director concerning former Library Director, conference calls with staff ..... 3.5 hours

8-18-10 - Reviewed documentation and completed response re: above ..... 1.5 hours

9-9-10 Conference call with staff concerning former Library Director Settlement and Mutual Release, drafted Mutual Release, emails with staff ..... 1.0 hours

PAID

Total Hours Worked	11.0 hours
Discounted Hourly Rate	$150.00
Amount Due	$1650.00

Please remit payment to the above address

Patricia D. Bass

[illegible]
Human Resources
Prof. Services

11-5-3[illegible]

Attachment No. 12

#12

Gary R. Nikolits, CCA Property Appraiser's Public Access System

Property Appraiser

Home

Property Information

Location Address: 3407 S OCEAN BLVD 2B

Municipality: HIGHLAND BEACH

Parcel Control Number: 24-43-46-33-22-000-0022

Subdivision: CLARENDON COND DECL FILED 2-22-82

Official Records Book: 12934 Page: 3 Sale Date: Aug-2001

Legal Description: CLARENDON COND UNIT 2-B

View Map

Calculate Portability

2011 Proposed Tax Notice

Reverse Side Help

Owner Information

Name: DAVIS MARIA &

Mailing Address: 3407 S OCEAN BLVD # 2B
BOCA RATON FL 33487 4715

All Owners

Sales Information

Sales Date	Book/Page	Price	Sale Type	Owner
Aug-2001	12934/0003	$195,000	WARRANTY DEED	DAVIS MARIA &
Mar-1982	03706/0369	$108,000	DEC OF CONDOMINUM	

Exemptions

Exemption Information Unavailable.

Appraisals

Tax Year:	2011	2010	2009
Improvement Value:	$105,000	$105,000	$125,000
Land Value:	$0	$0	$0
Total Market Value:	$105,000	$105,000	$125,000

Use Code: 0400- CONDOMINIUM

Property Information
Number of Units: 1
*Total Square Feet: 892
* May indicate living area in residential properties.

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year:	2011	2010	2009
Assessed Value:	$105,000	$105,000	$125,000
Exemption Amount:	$0	$0	$0
Taxable Value:	$105,000	$105,000	$125,000

Structure Detail

Taxes

Tax Year:	2011	2010	2009
Ad Valorem:	$2,085	$2,089	$2,414
Non Ad Valorem:	$99	$94	$87
Total Tax:	$2,184	$2,183	$2,501

Tax Calculator

Details

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

All Owner(s)

PCN Number: **24-43-46-33-22-000-0022**

Owner Names

BASS PATRICIA
DAVIS MARIA &

Print Close

Attachment No. 13

Town, which shall remain the property of the Town. The Town shall issue the Town Manager a cell phone. Alternatively, The Town Manager may use a private cell phone and receive a monthly cell phone allowance of $100.00. The Town Manager shall not be required to supply any receipts or other documentation in order to receive the cell phone allowance.

The Town agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Town also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Town shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 20: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind of nature, arising out of the performance of duties and responsibilities as Town Manager.

SECTION 21: Termination for Cause

The employment of the Town Manager may be terminated by a four-fifths majority vote of the Town Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
5) The commission of any act which constitutes moral turpitude;
6) A knowing or intentional violation of the Code of Ethics of the International City/County Management Association.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Town is under no legal obligation to pay the Town Manager any severance pay. However, the Town shall pay the Town Manager any accrued and unpaid salary and benefits (including annual leave) earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. A for cause termination may be reviewed by the circuit court in an original action or a de novo review proceeding.

SECTION 22: Termination Without Cause

The Town Manager may be terminated "without cause" by a four-fifths majority vote of the Town Commission at any time.

If the Town Manager is terminated without cause prior to the expiration of the first term, she shall be paid a lump sum severance pay equal to six (6) months salary. If this Agreement is renewed for an additional year, the severance pay will increase to nine (9) months severance pay. Severance pay shall be paid within thirty (30) working days of the effective date of termination. Additionally, should the Town Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and benefits earned prior to the effective date of termination shall be paid. The Town shall continue to pay medical, dental, vision, long term disability, short term disability and life insurance coverage for the Town Manager following the date of termination for a period of time equal to the salary severance benefit. After the payments described above are made,

Attachment No. 14

ICMA / Ethics / Code

ICMA Code of Ethics

The principles outlined in the ICMA Code of Ethics and enforced by the Rules of Procedure govern the conduct of every member of ICMA.

Adopted in 1924, the ICMA Code of Ethics defined the principles that today serve as the foundation for the local government management profession and set the standard for excellence. Leadership in a management structure committed to equity, transparency, integrity, stewardship of public resources, political neutrality, and respect for the rights and responsibility of elected officials and residents strengthens democratic local governance. ICMA members pledge to uphold these principles in their conduct and decisions in order to merit the trust of the public, elected officials, and staff they serve. As a condition of membership, ICMA members agree to submit to a peer-to-peer review under established enforcement procedures should there be an allegation of unethical conduct.

ICMA's Code of Ethics, most recently amended by the membership in 1998 to reflect changes in the profession, includes Guidelines to assist members in applying the principles outlined in the Code. The Guidelines were adopted by the ICMA Executive Board in 1972 and most recently revised in July 2004. Individuals seeking advice on ethics issues or enforcement are encouraged to contact Martha Perego, ICMA's director of ethics at 202/962-3668 or email mperego@icma.org.

Here is the full version of the ICMA Code of Ethics (with Guidelines).

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

International City/County Management Association
777 North Capitol Street NE Suite 500
Washington, DC 20002-4201

202-289-ICMA | fax 202-962-3500

ICMA Code of Ethics
With Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Guideline
Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Guidelines
Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Guideline
Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of

employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Guideline
Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Guidelines
Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote and to voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections on the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Guidelines
Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Guideline
Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Guideline
Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift–whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form–under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 18, 2012, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Maria V. Davis	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian M. Lemley, CMC	—	**Town Clerk**

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION:

1. **View Video of "Fill in the Gaps Holiday Project" Event at Lake Shore Park** — **Tab 1**
2. **Certificate of Appreciation in Honor of Lt. John Hill Jr., of the Palm Beach County Sheriff's Office** — **Tab 2**

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 routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Recommended For Approval:

3. Regular Commission Meeting Minutes of January 4, 2012 **Tab 3**

4. Award the Purchase of Engineered Wood Fiber (ADA Mulch to the Low Bidder, Rep Services, Inc. **Tab 4**

I. ORDINANCE ON FIRST READING:

5. Ordinance No. 03-2012 Retired Police Officers Pension Fund **Tab 5**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7 PROVIDING FOR THE ADMINISTRATION OF THE TRUST; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINACES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

J. PUBLIC HEARING:
ORDINANCE ON SECOND READING:

******* OPEN PUBLIC HEARING*******

A. Staff Report

B. Public Comments

C. Commission Deliberation

6. Ordinance No. 01-2012 Remove Black Olive from Protected Tree List **Tab 6**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I; SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Staff Report

E. Public Comments

F. Commission Deliberation

7. Ordinance No. 02-2012 Interest Rate for Code Violations **Tab 7**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

******* CLOSE PUBLIC HEARING*******

K. DISCUSSION AND POSSIBLE ACTION

8. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Ahrens Companies **Tab 8**

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT: