



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, February 4, 2009, 7:30 p.m.
 Lake Park Town Hall
 535 Park Avenue

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

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PROCLAMATION:**
 - Honoring Neal Carlin for 12 years of Vendor Participation/Contributions during Town Events
- G. **PRESENTATION:**
Intergovernmental Consultant Fausto Gomez Will Discuss the State Budget Process and the Economic Stimulus Program for 2009

H. 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.

I. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

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

For Approval:

1. Notice of Emergency Expenditure for Marina Boat Ramp Remediation Tab 1
2. Resolution No. 05-02-09 General Election Pollworkers Tab 2
3. Resolution No.06-02-09Projects Ready for Construction in Accordance with the President's Economic Stimulus Program Tab 3
4. Award and Execute of Marina Security Services Contract to CSS USA, Inc. Tab 4
5. Purchase of Recreation Trailer Tab 5

K. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

6. ORDINANCE NO. 02-2009 - Charter Amendment Tab 6
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4, ENTITLED "FILLING A VACANCY ON THE COMMISSION" TO ADDRESS THE FILLING OF VACANCIES ON THE TOWN COMMISSION CREATED WHEN A SITTING MAYOR OR COMMISSIONER CEASES TO REMAIN A LEGAL RESIDENT OF THE TOWN DURING THE TERM OF OFFICE; PROVIDING FOR THE AMENDMENT OF ARTICLE VI, SECTION 1, ENTITLED "QUALIFICATIONS OF TOWN MANAGER" TO INCREASE THE MINIMUM LEVEL OF EXPERIENCE FOR THE OFFICE OF TOWN MANAGER FROM TWO YEARS TO NOT LESS THAN FIVE YEARS IN PUBLIC ADMINISTRATION AT THE ADMINISTRATIVE LEVEL; PROVIDING FOR THE AMENDMENT OF ARTICLE VI, SECTION 1 TO REMOVE A PROVISION WHICH ALLOWS THE COMMISSION TO DESIGNATE THE MAYOR OR A COMMISSIONER TO EXECUTE THE FUNCTIONS OF TOWN MANAGER DURING THE TOWN MANAGER'S REMOVAL, ABSENCE OR DISABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE ON FIRST READING:

7. ORDINANCE NO. 03-2009 Sight Visibility Triangles

Tab7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTERS 70 AND 78 OF THE TOWN CODE TO RELOCATE THE REGULATIONS GOVERNING "SIGHT VISIBILITY TRIANGLES" FROM SECTION 70-61 TO SECTION 78-253; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCE NO. 04-2009 Swales and Trees

Tab8

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DELETING SECTION 2-187 THROUGH SECTION 2-190 PERTAINING TO STREET TREE SPECIFICATIONS; AMENDING CHAPTER 34 ENTITLED "VEGETATION", ARTICLE I; AMENDING SECTIONS 3-1 PREVIOUSLY ENTITLED "PUBLIC TREE CARE" NOW ENTITLED "INTENT"; AMENDING SECTION 34-2 PREVIOUSLY ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY—REPLACEMENT BY ANOTHER" NOW ENTITLED "DEFINITIONS"; AMENDING SECTION 34-3 PREVIOUSLY ENTITLED "SAME—PLANTING" NOW ENTITLED "PUBLIC TREE CARE"; AMENDING 34-4 PREVIOUSLY ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS" NOW ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY – REPLACEMENT BY ANOTHER TREE OR BUSH"; AMENDING SECTION 35-5 PREVIOUSLY ENTITLED "PLANTS PROHIBITED ON TOWN PROPERTY" NOW ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS"; AMENDING SECTION 34-6 ENTITLED TREE TOPPING"; AMENDING SECTION 34-7 ENTITLED "PRUNING, CORNER CLEARANCE"; AMENDING SECTION 34-8 ENTITLED "DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY"; AMENDING SECTION 34-9 PREVIOUSLY ENTITLED "ARBORISTS LICENSE AND BOND" NOW ENTITLED "TREE REMOVAL STANDARDS"; AMENDING SECTION 34-10 PREVIOUSLY ENTITLED "REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES" NOW ENTITLED "ARBORISTS LICENSE AND BOND"; AMENDING SECTION 34-11 PREVIOUSLY ENTITLED "MAINTENANCE OF TOWN SWALE AREAS" NOW ENTITLED REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES AND OTHER TOWN OWNED OR CONTROLLED PROPERTY OR RIGHTS OF WAY"; CREATING SECTION 34-12 ENTITLED "MAINTENANCE OF TOWN SWALE AREAS"; CREATING SECTION 34-13 ENTITLED "TREE ABUSE PROHIBITED"; CREATING SECTION 34-14 ENTITLED "PUBLIC PROPERTY PLANTING AND MAINTENANCE STANDARDS"; CREATING SECTION 34-15 ENTITLED "EMERGENCY PROVISIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

L. ADJOURNMENT:

Proclamation

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

Meeting Date: January 21, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Proclamation In Honor of Neal E. Carlin

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager W. Davis Date: 1/15/09

Name/Title HR Director Date of Actual Submittal 1/14/09

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. #	Attachments: Copy of Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_BMT _____ OR Not applicable in this case <u>Yes</u> : <small>Please initial one.</small>

Summary Explanation/Background:

**PROCLAMATION
TOWN OF LAKE PARK
IN HONOR OF NEAL E. CARLIN**

WHEREAS, Neal E. Carlin was a resident of Palm Beach County, Florida, for 70 years; and

WHEREAS, Neal E. Carlin served since 1996 as a food and game concessionaire at many Town of Lake Park events such as the annual Fireworks Festival, Irish fest, Downtown Flea Market. Dr. Martin Luther King, Jr. birthday celebration, and on other special occasions; and

WHEREAS, Neal E. Carlin often unselfishly donated candy apples and cotton candy for the Lake Park Summer Camp program; and

WHEREAS, by his efforts Neal E. Carlin helped to make the Town's recreational events successful; and

WHEREAS, Neal E. Carlin passed away on November 21, 2008; and

WHEREAS, the Town of Lake Park wishes to honor him and celebrate his life;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize Neal E. Carlin posthumously for his service and contributions to the Town of Lake Park.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 21st day of January, 2009.

BY:

Mayor Desca DuBois

ATTEST:

Vivian Mendez Lemley, Town Clerk

Presentation

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

Meeting Date: February 4, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Intergovernmental Consultant Fausto Gomez Will Discuss the State Budget Process and the Economic Stimulus Program for 2009

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager *M. Davis* Date: 1/23/09

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background:

Consent Agenda

TAB 1

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

Meeting Date: February 4, 2009

Agenda Item No.

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

SUBJECT: Notice of Emergency Expenditure for Marina Boat Ramp Remediation

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager

W. G. Lewis

Date:

1/22/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 48,000 Funding Source: Marina Construction Deficiency Acct. Loan from General Fund Acct. #	Attachments: Bid Tabulation Sheet and Supporting Documentation
Department Review: <input type="checkbox"/> Town Attorney_____ <input type="checkbox"/> Community Affairs_____ <input type="checkbox"/> Community Development__	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: At the January 21, 2009 Commission Meeting, Marine Engineer Robert Cutcher provided the Town Commission with a video presentation which depicted construction deficiencies present at the boat ramps.

During the course of surveying the locations of construction debris left throughout the marina basin from the marina construction, it was discovered that the boat ramps have been undermined due to improper design of the stabilization base beneath the ramps. It appears that ballast rock was utilized as a base when in fact the design should have required “rip rap” as a geotechnical stabilizer to preclude wash-out from boat props.

An emergency repair is required to prevent the end of the ramps from “fracturing” and/or breaking away.

Marine Engineer Robert Cutcher solicited three quotes for the work and received two “No Bids”. Palm Beach Marine Construction, Inc. is currently on site installing the south breakwater. Given the fact that Palm Beach Marine Construction, Inc. has a barge on site, the remaining two firms could not competitively bring a barge and attendant equipment to the marina at a lower cost. Therefore, Palm Beach Marine Construction, Inc. has been awarded the emergency repair accordingly.

This emergency award was discussed and authorized by the Town Commission at its January 21, 2009 meeting and is placed on this agenda for reporting purposes accordingly.

Maria Davis

From: Roxann [roxann@cutcherassociates.com]
Sent: Monday, January 19, 2009 4:39 PM
To: Maria Davis
Subject: Bid received
Attachments: SKMBT_C25209011917210.pdf

Hi Maria:

Attached please find a copy of the bid request response we received from Palm Beach Marine construction today (01.19.09) at 2:01 pm. Please feel free to give us a call if you have any questions.

Of the three bid request we sent out this is the only one received so far. We did receive a statement of "No Bid" from Construction Technology earlier today.

We are currently awaiting a bid or "Statement of No Bid" from Marine Construction.

FYI—

These are the three contractors that expressed interest and attended the pre-bid meeting for S. Breakwater.

Best regards,

Rox
Roxann Stobie
Office Manager



Cutcher & Associates, Inc.

Coastal Engineers

752 US Hwy. 1
Tequesta, FL 33469
Voice: 561-748-6745
Fax: 561-748-6865
Email: roxann@cutcherassociates.com

1/20/2009



**TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA
EMERGENCY BOAT RAMP REMEDIATION**

LIST OF EQUIPMENT

Palm Beach Marine Construction Inc. has the following equipment available to perform the work required for the above-named project:

- (1) 30' x 100' self-contained barge, tug and crane

BID TABULATION SHEET

Contractor Information

Name Palm Beach Marine Construction Inc.

Address 1410 Forsythe Rd., WPB, FL 33405

Phone 561-588-7690

Fax 561-697-3238

Email info@pbmcinc.com

Contractors No. CGC1516366

Person Completing Bid Tab Cabrone Atkins

Schedule of Values

Item No.	Description	Unit Price	Unit	Cost
1	Mobilization of equipment	\$1,500	lump	\$1,500
2	Purchase of materials	\$25,000	lump	\$25,000
3	Installation of BX Geogrid foundation and temporary staking	\$2,500	lump	\$2,500
4	Core drilling of south slab	\$2,500	lump	\$2,500
5	Form and pour void with engineer approved grout	\$5,000	lump	\$5,000
6	Assembly and installation of Armorloc revetment	\$10,000	lump	\$10,000
7	Clean up and demobilization	\$1,500	lump	\$1,500
8	Total all items 1-7	\$48,000	lump	\$48,000

Total all items: Forty-Eight Thousand dollars & 00 cents

Janet Perry

From: Maria Davis
Sent: Thursday, January 22, 2009 12:19 PM
To: Janet Perry
Cc: Vivian Lemley
Subject: FW:
Attachments: SKMBT_C25209012212570.pdf

Janet – Please print these two emails out and place them as back-up to the agenda item relating to the boat ramp repairs.. They go behind all the other documentation for that agenda item. Thanks.

Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561) 881-3304
(561) 881-3314 (fax)
mdavis@lakeparkflorida.gov

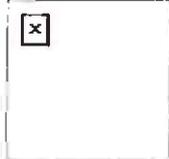
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office directly by phone or in writing.

From: Roxann [<mailto:roxann@cutcherassociates.com>]
Sent: Thursday, January 22, 2009 11:58 AM
To: Maria Davis
Subject:

Hi Maria:

Attached please find the two "No Bid" responses you requested earlier today. Please give me a call if I can do anything more for you.

Roxann Stobie
Office Manager



Cutcher & Associates, Inc.

Coastal Engineers

752 US Hwy. 1
Tequesta, FL 33469
Voice: 561-748-6745
Fax: 561-748-6865
Email: roxann@cutcherassociates.com

Roxann

From: Marine Construction [mcidocks@yahoo.com]
Sent: Thursday, January 22, 2009 10:37 AM
To: Roxann
Subject: Re: Bid Request

Thank you for sending us the package but at this time we are unable to bid this project.

Thank you,
Rick

--- On Fri, 1/16/09, Roxann <roxann@cutcherassociates.com> wrote:

From: Roxann <roxann@cutcherassociates.com>
Subject: Bid Request
To: mcidocks@yahoo.com
Date: Friday, January 16, 2009, 2:52 PM

Rick:

Please see attached. This is an emergency repair project. Bids must be returned to Cutcher & Associates by January 20, 2009.

Please feel free to give me a call if you have any questions.

Best regards,

Roxann Stobie

Office Manager



Cutcher & Associates, Inc.

Coastal Engineers

1/22/2009

Roxann

From: Construction Technology, Inc. [contech@bellsouth.net]
Sent: Friday, January 16, 2009 4:46 PM
To: 'Roxann'
Subject: RE: Bid Request

Thank you for your request; however, we will not be bidding this project.

We look forward to working with you on future projects.

From: Roxann [mailto:roxann@cutcherassociates.com]
Sent: Friday, January 16, 2009 2:48 PM
To: contech@bellsouth.net
Subject: Bid Request

Good afternoon, Mr. Hobbs:

Robert Cutcher asked me to forward the following to your attention. This is an emergency repair project. Bids must be sent back to Cutcher and Associates by January 20, 2009.

Please feel free to give Robert a call if you have any questions.

Regards,
Roxann Stobie
Office Manager



Cutcher & Associates, Inc.

Coastal Engineers

752 US Hwy. 1

Tequesta, FL 33469

Voice: 561-748-6745

Fax: 561-748-6865

Email: roxann@cutcherassociates.com

**TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA
EMERGENCY BOAT RAMP REMEDIATION**

JANUARY 16, 2009

General

The existing boat ramp is undermined at the seaward toe, leaving the precast slab unsupported. This situation requires that the ramps be repaired ASAP to prevent structural failure and/or extended loss of service of the ramps. When completing the Bid Tabulation sheet, please consider the availability of equipment and manpower so that the identified repairs will be completed within the schedule provided below. If you are unable to meet this schedule, please indicate in the space provided in lieu of providing bid values.

Bid Schedule

Please review the attached drawings and complete the Bid Tabulation sheet and return to Cutcher & Associates, Inc. by January 20, 2009. If you are unable to meet the requirements set forth in these documents, please indicate so in the space provided on the Bid Tabulation sheet.

Work Schedule

The work must be fully completed within 30 days of receipt of Purchase Order. (to be issued by Town of Lake Park)

Scope

The work is identified on the attached drawings, product specification sheets and photographs (13 sheets).

Bid Requirement

The work requires that barge mounted crane of sufficient capacity be used to assemble and place the revetment. The revetments (2) are approximately 30' x 20' and weight approximately 29,000 lbs. each. Consideration must also be given to the marina basin size and restrictions of the existing structures and vessels. Please provide a listing of the barge and crane that will be used to complete the work.

In order to be considered for the contract award, the contractor must have successfully completed, and must provide documentation and contact information for the installation of an Armorloc (or equal) revetment mattress within the past four years.

Pre-Construction Meeting

The contractor is required to attend a pre-construction meeting with the engineer and marina manager prior to the start of work. The meeting shall be scheduled following issuance of the Purchase Order.

Questions and Clarification

Bidders are advised that any and all questions shall be directed in writing to the engineer for the project:

Robert Cutcher, P.E.
Cutcher & Associates, Inc.
Coastal Engineers
752 US Hwy 1
Tequesta, FL 33469
Voice: 562-748-6745
Fax: 561-748-6865
Email: depth@gate.net

Bid Submittal

Bidders are required to submit the following items to be considered for contract award:

1. Bid Tabulation sheet
2. Equipment list (barge & crane)
3. Proof of insurance
4. Licenses
5. Bonding (TBA)
6. Documentation of successfully completed project that included Armorloc installation within past four years.

BID TABULATION SHEET

Contractor Information

Name _____

Address _____

Phone _____

Fax _____

Email _____

Contractors No. _____

Person Completing Bid Tab _____

Schedule of Values

Item No.	Description	Unit Price	Unit	Cost
1	Mobilization of equipment		lump	
2	Purchase of materials		lump	
3	Installation of BX Geogrid foundation and temporary staking		lump	
4	Core drilling of south slab		lump	
5	Form and pour void with engineer approved grout		lump	
6	Assembly and Installation of Armorloc revetment		lump	
7	Clean up and demobilization		lump	
8	Total all items 1-7		lump	

Total all items: _____ dollars & _____ cents

Date available to begin work

Acknowledgement of requirement to complete Work within 30 days of Purchase Order issuance:

Authorized Signature & GC No.

Date

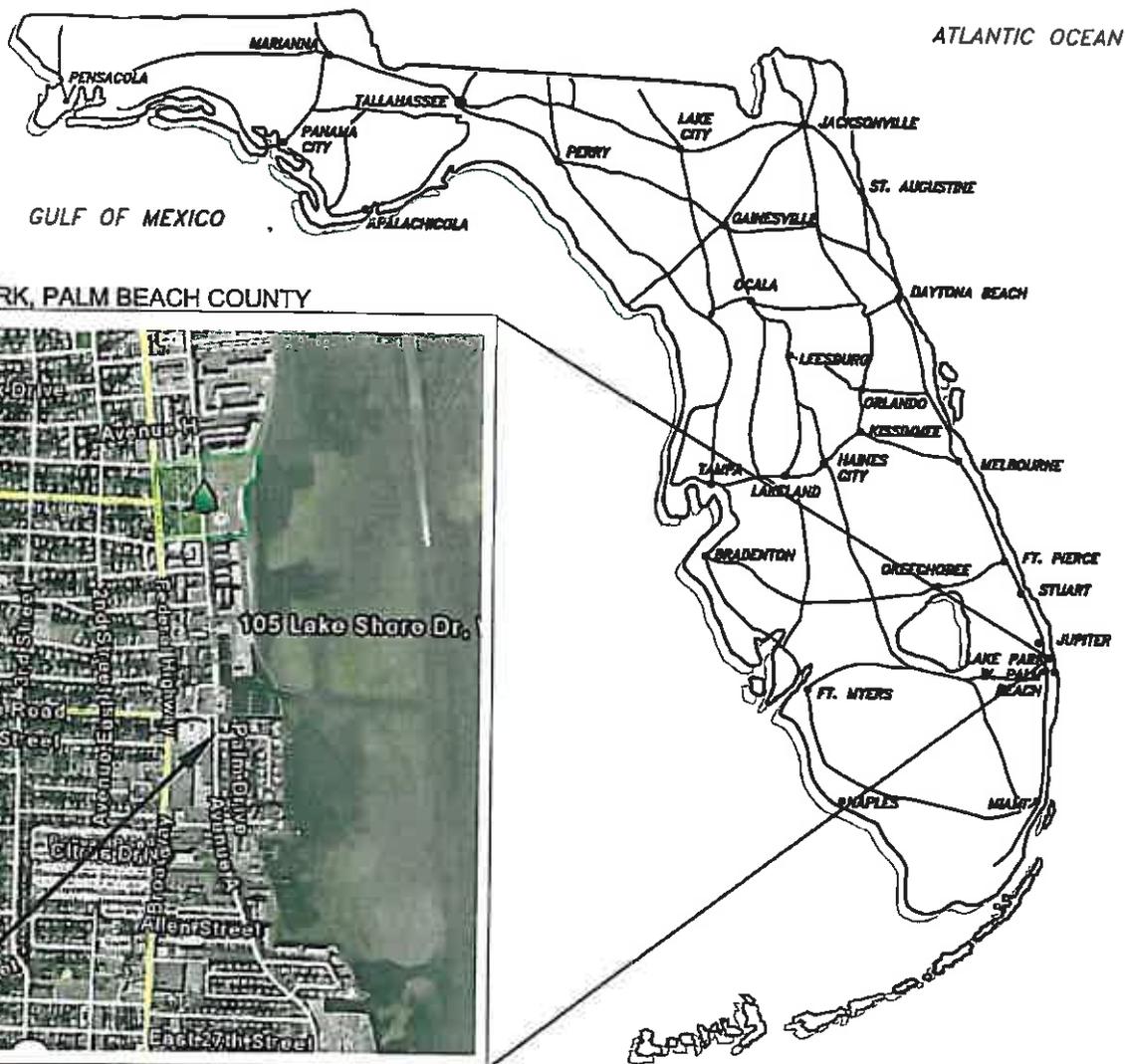
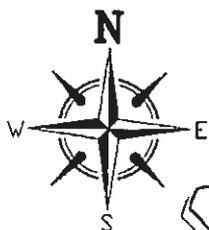
Statement of No Bid (only complete if you are NOT submitting)

Authorized Signature

Date

(BALANCE OF PAGE IS BLANK)

TOWN OF LAKE PARK – MARINA



PROJECT LOCATION :
LAKE PARK MARINA @
105 LAKE SHORE DRIVE, LAKE PARK, FL

SECTION: 21
 TOWNSHIP: 42
 RANGE: 43

SITE LOCATION MAP
STATE OF FLORIDA
 NOT TO SCALE

CLIENT: TOWN OF LAKE PARK

PROJECT: BOAT RAMP REMEDIATION
FILE #: 2009-320

SHEET: COVER SHEET

SHEET NO.: 1 of 7

DATE: JAN. 15, 2009

REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS

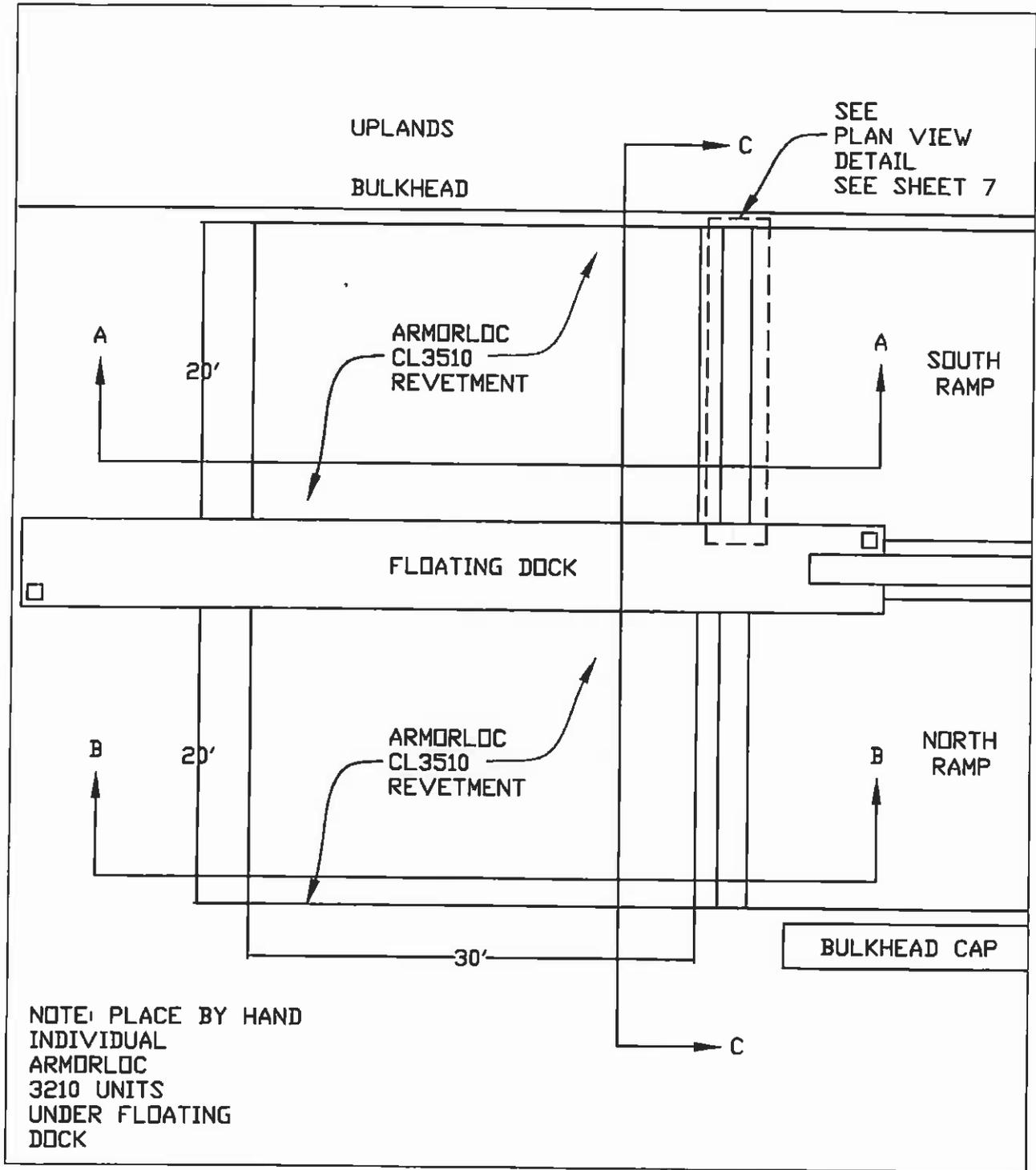
752 NORTH U.S. HWY 1
 TEQUESTA, FLORIDA 33469

VOICE: (561) 748-6745
 FAX: (561) 748-6863

EMAIL: info@cutcherassociates.com

P.E. NO. 50722
 AUTHCERT. NO. 8641





CLIENT: TOWN OF LAKE PARK

PROJECT: BOAT RAMP REMEDIATION

FILE #: 2009-320

SHEET: PLAN VIEW

SHEET NO.: 2 of 7

DATE: JAN. 15, 2009

REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS

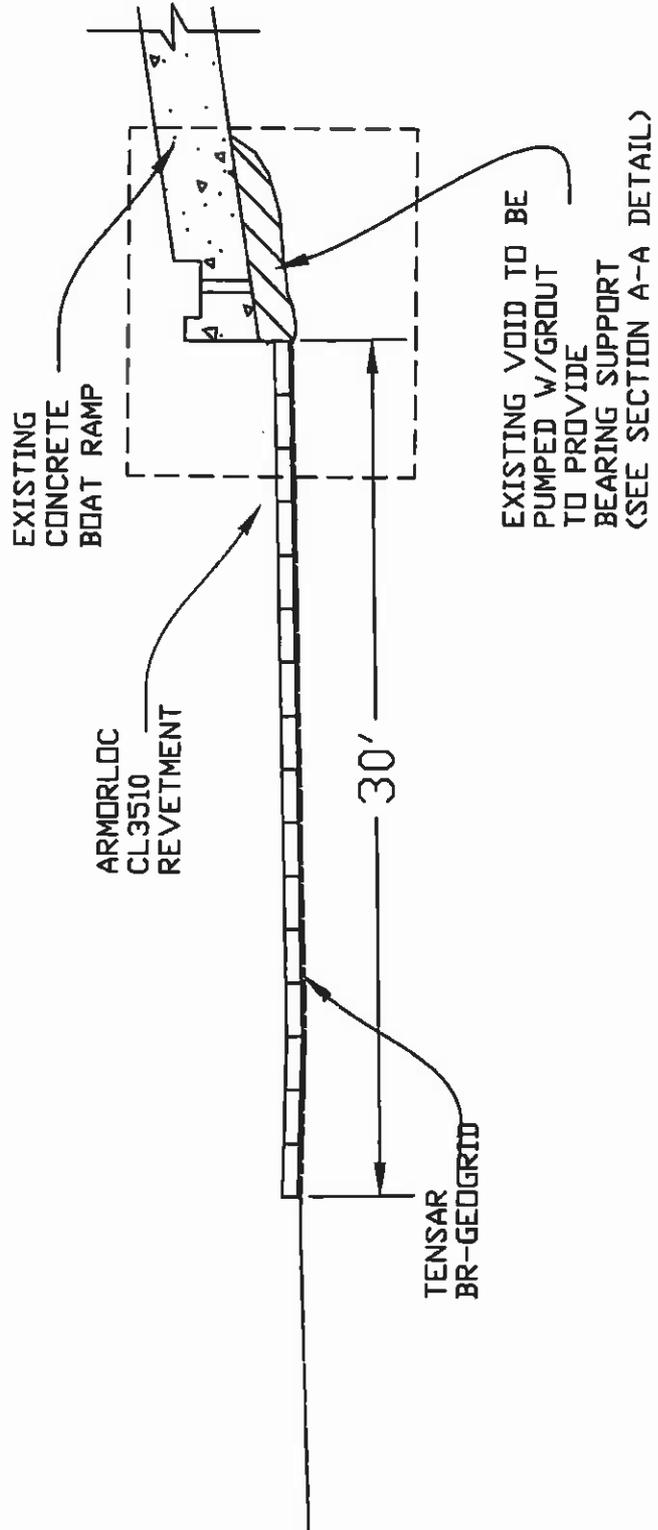
752 NORTH U.S. HWY 1
 TERRESTA, FLORIDA 33461

VOICE: (561) 748-6745
 FAX: (561) 748-6865
 EMAIL: info@cutcherassociates.com

P.E. NO: 50722
 AUTHCERTNO: 8641

SECTION A-A

MHW $\nabla +2.67'$ NGVD

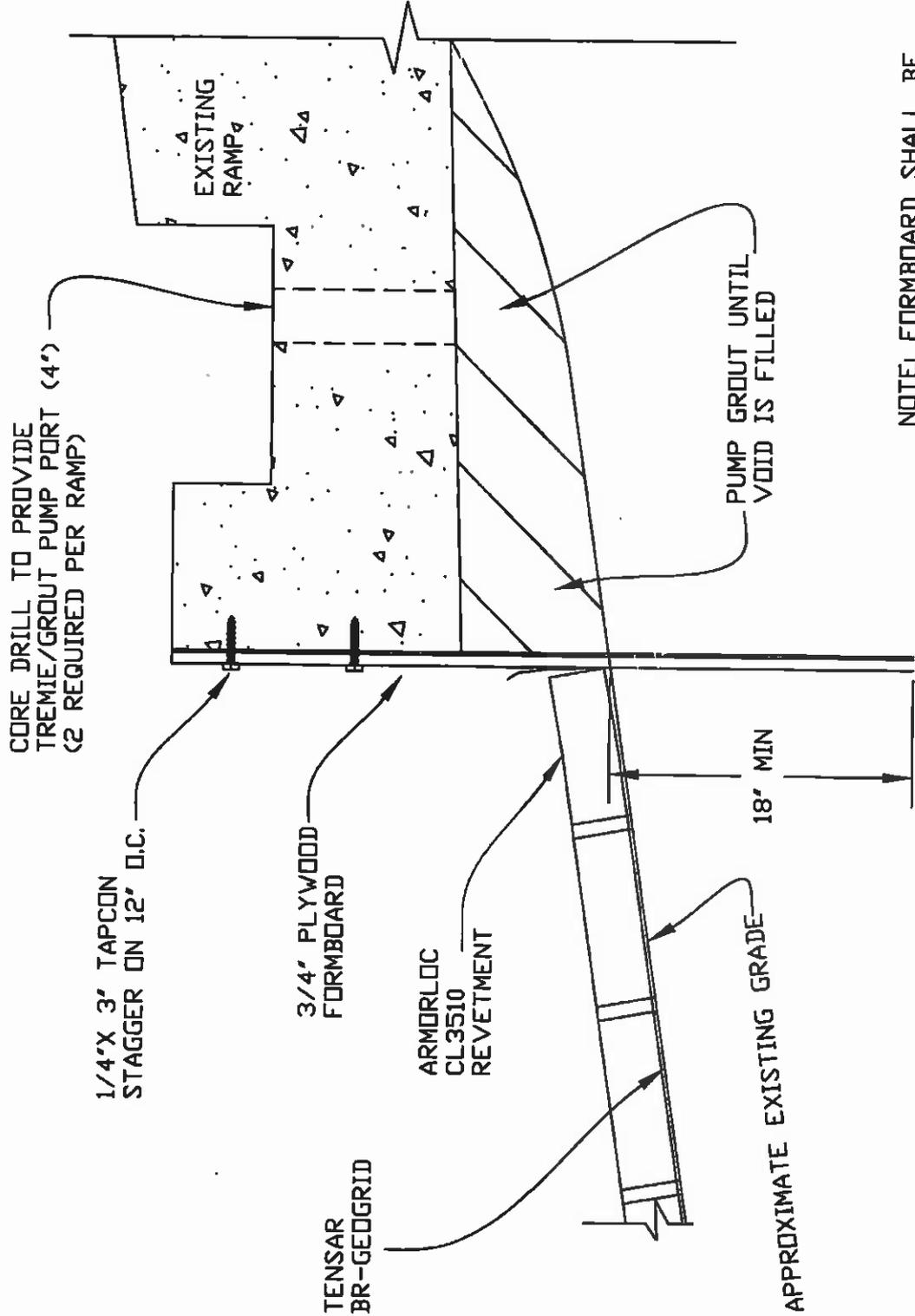


CLIENT: TOWN OF LAKE PARK
 PROJECT: BOAT RAMP REMEDIATION
 FILE #: 2009-320
 SHEET: SECTION A-A

SHEET NO.: 3 of 7
 DATE: JAN. 15, 2009
 REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
 752 NORTH U.S. HWY 1
 TERRESTA, FLORIDA 33485
 VOICE: (561) 748-6745
 FAX: (561) 748-6865
 EMAIL: info@cutcherassociates.com
 P.E. NO: 50722
 AUTHCERT.NO: 8641

SECTION A-A
DETAIL



NOTE: FORMBOARD SHALL BE VIBRATED TO ACHIEVE SPECIFIED ELEVATION. CONTRACTOR SHALL NOT JET.

CLIENT: TOWN OF LAKE PARK

PROJECT: BOAT RAMP REMEDIATION
FILE #: 2009-320

SHEET: SECTION A-A DETAIL

SHEET NO.: 4 OF 7

DATE: JAN. 15, 2009

REVISED:

GUTCHER & ASSOCIATES, Inc.
COASTAL ENGINEERS

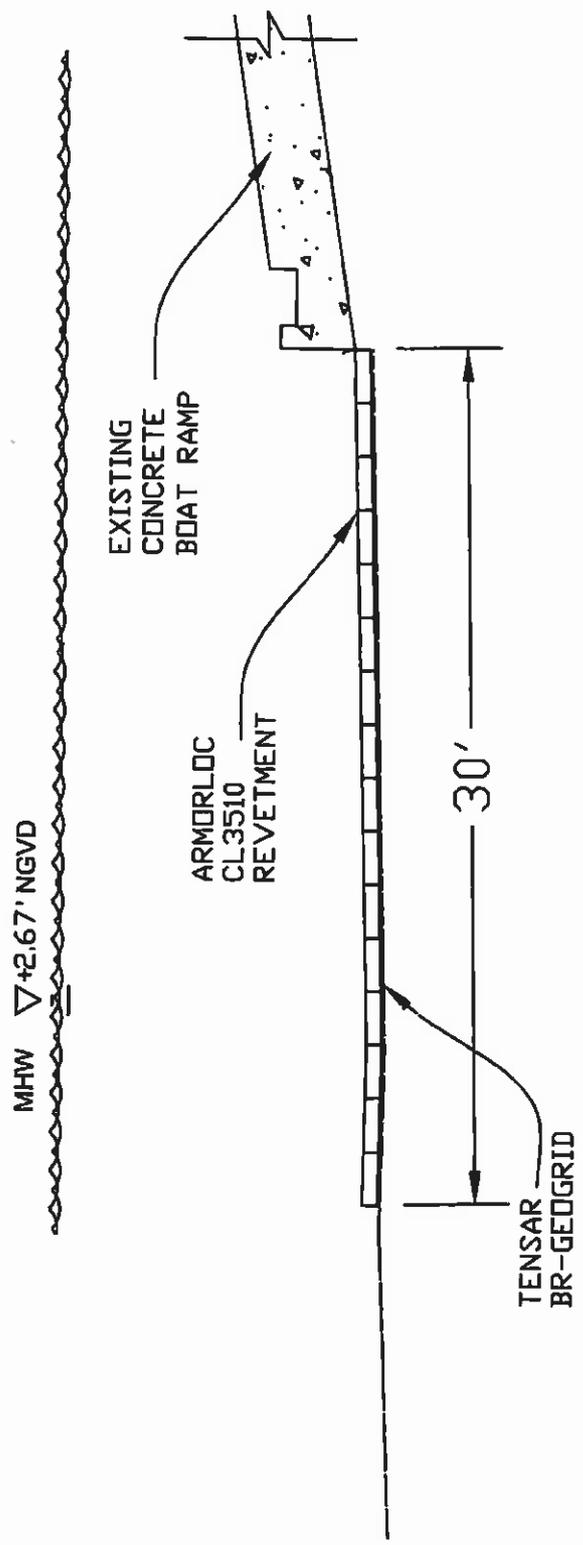
752 NORTH U.S. HWY 1
TEQUESTA, FLORIDA 33485

VOICE (561) 748-6745
FAX (561) 748-6865
EMAIL: info@gutcherassociates.com

P.E. NO. 50722
AUTHCERTNO: 8641



SECTION B-B



CLIENT: TOWN OF LAKE PARK
 PROJECT: BOAT RAMP REMEDIATION
 FILE #: 2009-320
 SHEET: SECTION B-B

SHEET NO.: 5 OF 7
 DATE: JAN. 15, 2009
 REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
 792 NORTH U.S. HWY 1
 TERRESTA, FLORIDA 33485
 VOICE: (561) 748-6745
 FAX: (561) 748-6865
 EMAIL: info@cutcherassociates.com
 P.E. NO. 50722
 AUTHCERT. NO. 8641

SECTION C-C

EXISTING FLOATING DOCK

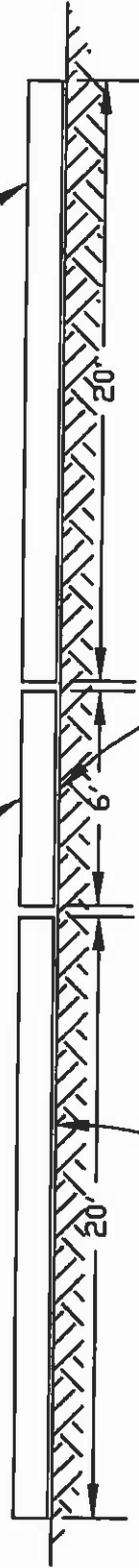
MHW $\nabla +2.67'$ NGVD

PLACE BY HAND
INDIVIDUAL
ARMORLOC
3210 UNITS
UNDER FLOATING
DOCK

ARMORLOC
CONCRETE BLOCK
REVETMENT (TYP)
(2 REQ'D)
20'X30'

TENSAR BR GEOGRID
UNDERLAYER
(2 REQ'D)
23'X30'

GEOGRID JOINT
CONNECT BY TY-WRAP
W/ 18"X3/8" TY-WRAP
6" ON CENTER

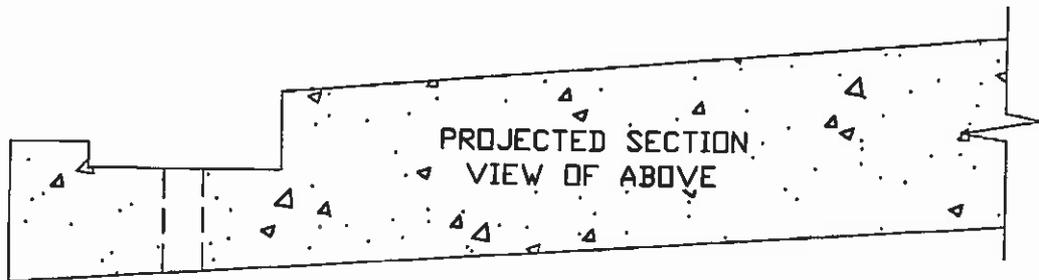
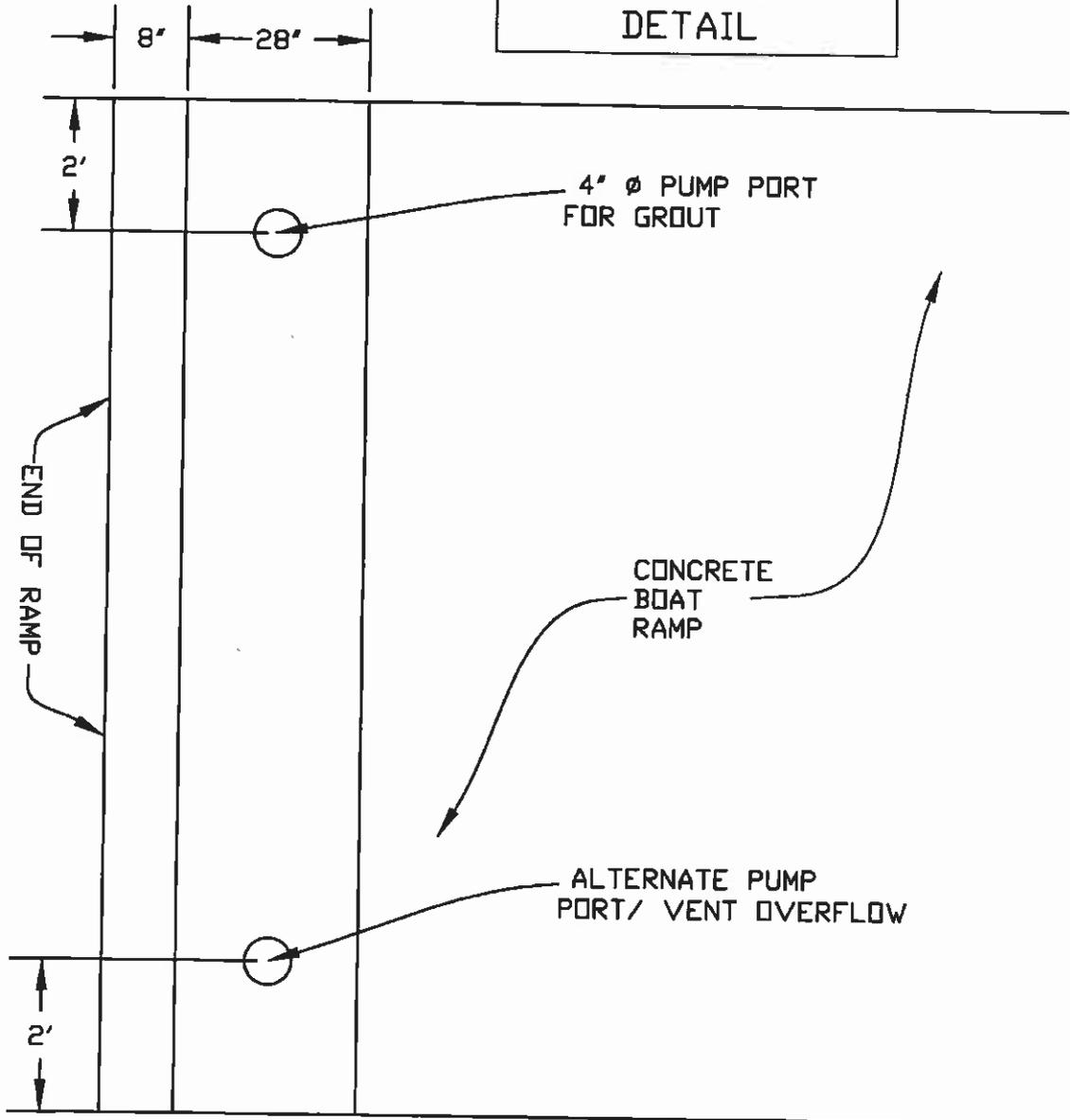


CLIENT: TOWN OF LAKE PARK
PROJECT: BOAT RAMP REMEDIATION
FILE #: 2009-320
SHEET: SECTION C-C

SHEET NO.: 6 OF 7
DATE: JAN. 15, 2009
REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
752 NORTH U.S. HWY 1
TEQUILA, FLORIDA 33469
VOICE: (561) 748-6745
FAX: (561) 748-6865
EMAIL: info@cutcherassociates.com
P.E. NO. 50722
AUTHCERTNO. 8641

PLAN VIEW
DETAIL



CLIENT: TOWN OF LAKE PARK
 PROJECT: BOAT RAMP REMEDIATION
 FILE #: 2009-320
 SHEET: PLAN VIEW DETAIL

SHEET NO.: 7 OF 7
 DATE: JAN. 15, 2009
 REVISED:

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
 732 NORTH U.S. HWY 1
 TALLAHASSEE, FLORIDA 32310
 VOICE: (904) 748-6745
 FAX: (904) 748-6865
 EMAIL: info@cutcherassociates.com
 P.E. NO. 50722
 AUTHCERT. NO. 8641



Tensor International Corporation
 5883 Glenridge Drive, Suite 200
 Atlanta, Georgia 30328-5363
 Phone: 800-TENSAR-1
 www.tensor-international.com

Product Specification - Biaxial Geogrid Type 2

Tensor International Corporation reserves the right to change its product specifications at any time. It is the responsibility of the person specifying the use of this product and of the purchaser to ensure that product specifications relied upon for design or procurement purposes are current and that the product is suitable for its intended use in each instance.

Product Type: Integrally Formed Biaxial Geogrid
Polymer: Polypropylene
Load Transfer Mechanism: Positive Mechanical Interlock

Product Properties

Index Properties	Units	MD Values ¹	XMD Values ¹
▪ Aperture Dimensions ²	mm (in)	25 (1.0)	33 (1.3)
▪ Minimum Rib Thickness ²	mm (in)	1.27 (0.05)	1.27 (0.05)
▪ Tensile Strength @ 2% Strain ³	kN/m (lb/ft)	6.0 (410)	9.0 (620)
▪ Tensile Strength @ 5% Strain ³	kN/m (lb/ft)	11.8 (810)	19.6 (1,340)
▪ Ultimate Tensile Strength ³	kN/m (lb/ft)	19.2 (1,310)	28.8 (1,970)
Structural Integrity			
▪ Junction Efficiency ⁴	%	93	
▪ Flexural Stiffness ⁵	mg-cm	750,000	
▪ Aperture Stability ⁶	m-N/deg	0.65	
Durability			
▪ Resistance to Installation Damage ⁷	%SC / %SW / %GP	95 / 93 / 90	
▪ Resistance to Long Term Degradation ⁸	%	100	
▪ Resistance to UV Degradation ⁹	%	100	

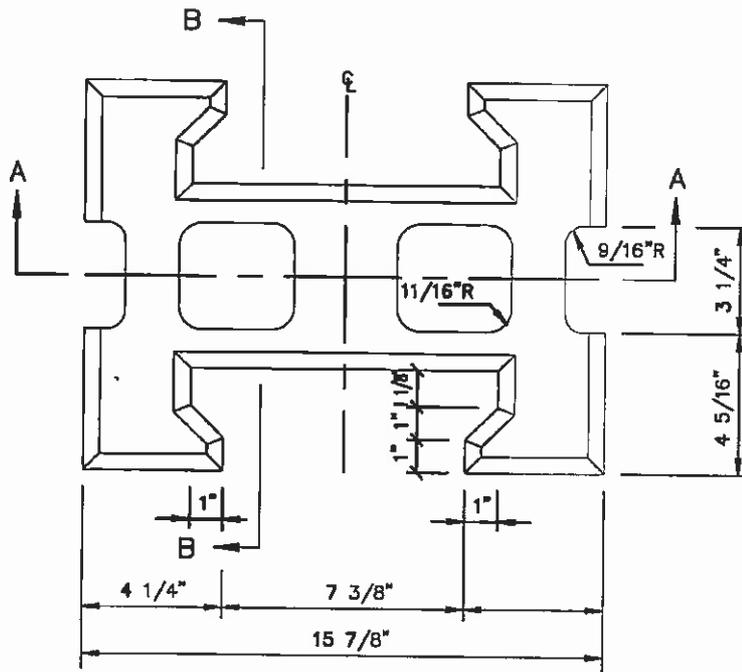
Dimensions and Delivery

The biaxial geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring 3.0 meters (9.8 feet) or 4.0 meters (13.1 feet) in width and 50.0 meters (164 feet) in length. A typical truckload quantity is 160 to 210 rolls.

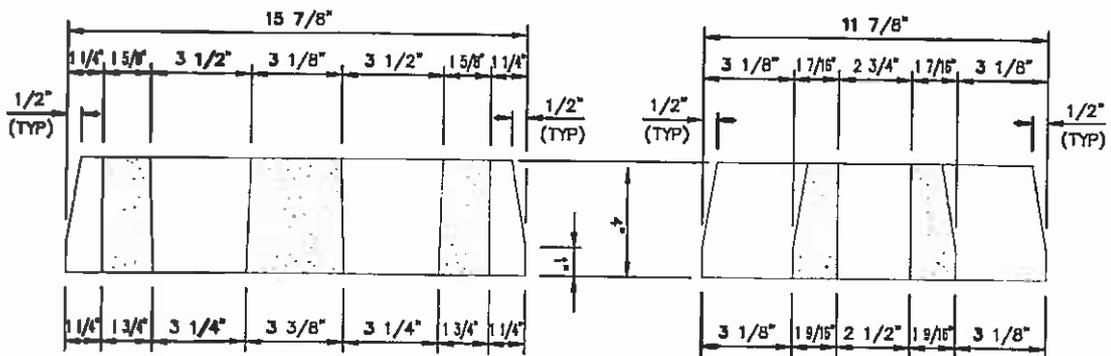
Notes

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures are given in the following notes.
2. Nominal dimensions.
3. True resistance to elongation when initially subjected to a load determined in accordance with ASTM D6637-01 without deforming test materials under load before measuring such resistance or employing "secant" or "offset" tangent methods of measurement so as to overstate tensile properties.
4. Load transfer capability determined in accordance with GRI-GG2-05 and expressed as a percentage of ultimate tensile strength.
5. Resistance to bending force determined in accordance with ASTM D5732-01, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of MD and XMD Flexural Stiffness values.
6. Resistance to in-plane rotational movement measured by applying a 20 kg-cm (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity.
7. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The geogrid shall be sampled in accordance with ASTM D5818-06 and load capacity shall be determined in accordance with ASTM D6637-01.
8. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments in accordance with EPA 9090 Immersion testing.
9. Resistance to loss of load capacity or structural integrity when subjected to 500 hours of ultraviolet light and aggressive weathering in accordance with ASTM D4355-05.

This specification supersedes any and all prior specifications for the product designated above and is not applicable to any product shipped prior to January 1, 2009. Tensor is a trademark of Tensor International Corporation or its affiliates in the US and many other countries. Final determination of the suitability of the above-mentioned information or product for the use contemplated, and its manner of use are the sole responsibility of the user. Tensor International Corporation disclaims any and all express, implied or statutory warranties, including but not limited to, any warranty of merchantability or fitness for a particular purpose regarding this product or the Company's other products, technologies or services. The information contained herein does not constitute engineering advice.



TOP VIEW



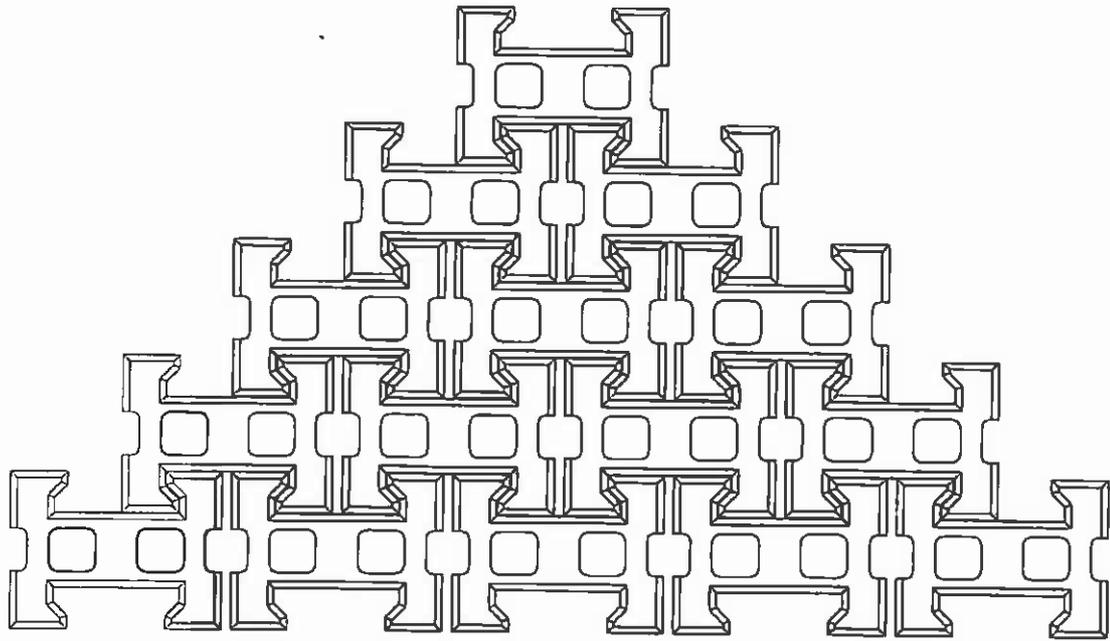
SECTION A-A

SECTION B-B

DRAWN BY: KWM	CHECKED BY: CBK	DATE: 7/18/07	SCALE: NTS
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ARMORLOC
CL 3510 UNIT
(Detailed Dimensions)


ARMORTEC
Erosion Control Solutions
A LANTIER COMPANY
9025 CENTRE POINTE DR., SUITE 400
WEST CHESTER, OHIO 45380
PH: (513) 845-7000 FAX: (513) 845-7093



DRAWN BY: KWM	CHECKED BY: CBK	DATE: 7/18/07	SCALE: NTS
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**ARMORLOC
CL 3510 UNIT**

(Locking Layout)

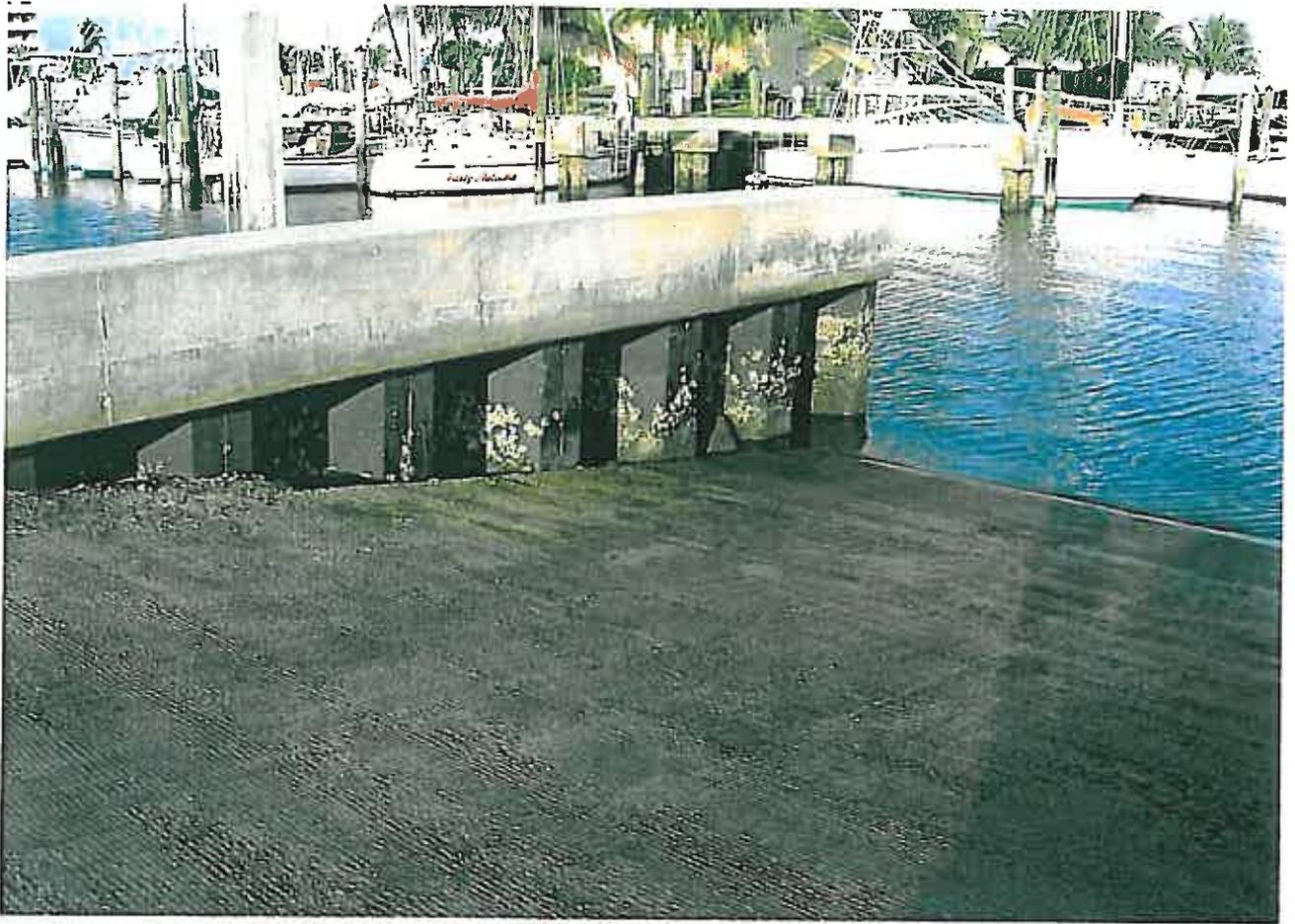


ARMORTEC
Erosion Control Solutions
A CORTEC COMPANY

3025 CENTRE POINTE DR, SUITE 400
WEST CHESTER, OHIO 45383
TEL (513) 645-7000 FAX (513) 645-7833







TAB 2

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

Meeting Date: February 4, 2009

Agenda Item No.

PUBLIC HEARING

RESOLUTION

Ordinance on Second Reading

DISCUSSION

ORDINANCE on First Reading

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

SUBJECT: Resolution 05-02-09; To Appoint Poll Workers For The 2009 General Election.

RECOMMENDED MOTION/ACTION: Staff recommends approval of Resolution 05.02.09.

Approved by Town Manager *W. Davis* Date: *1/30/09*
Vivian Lemley *1/27/09*
 Name/Title Date of Actual Submittal

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

Summary Explanation/Background:

RESOLUTION NO. 05-02-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING INDIVIDUALS TO SERVE AS ELECTION POLLWORKERS: AS CLERKS, ADVISORS, COMPUTER LAPTOP OPERATORS, AND INSPECTORS FOR THE GENERAL ELECTION ON TUESDAY MARCH 10, 2009 FOR THE PURPOSE OF COMMISSIONERS SEAT(S) A AND C FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park will conduct a general election on Tuesday, March 10, 2009 to elect Commissioners for Seat A and C for the Town Commission of the Town of Lake Park, Florida; and

WHEREAS, in order to promptly conduct this election, it is necessary to appoint individuals to serve as clerks, advisors, computer laptop operators, and inspectors.

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

SECTION 1. The Town Commission hereby appoints the following persons to serve as clerks, advisors, computer laptop operators, and inspectors for the March 10, 2009 General Election:

Precinct 7022—Community United Church of Christ

Clerk: Mildred Cottrell
Inspectors: Barbara Bursey
Mary Miller
Florence Tynan
Ronnie Lee Cohen
Laptop Operator: Rose Marie Raye-Pierce

Precinct 1182, 1183, 1188, 1190-St. John Lutheran Church

Clerk: Genanne Doughty
Freddie Calloway
Inspectors: Odessa Welcome
Charles Hallden, Jr.
Rachel Koon
Marie Limousine
Ricardo Rivera
Lee Venable

Laptop Operator: Emma Powell
Carolyn Williams
Deputy: Virginia Smith
Isodore Mason

Precinct 1184—Lake Park Town Hall

Clerk: Marion Harrison
Inspector: Emile Ambroise
Jose Alabau
Barbara Thrasher
Betty Bennett
Laptop Operator: Pamela Ducharme
Deputy: Alfred Francois

Section 2. The poll workers are hereby directed to conduct the General Election in accordance with Florida law, and in such a manner to prevent fraud, deceit and abuse; and to make the returns of the election public in the manner prescribed by law.

Section 3. This Resolution shall take effect immediately upon adoption.

TAB 3

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

Meeting Date: February 4, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Projects Ready for Construction in Accordance with the President's Economic Stimulus Program

RECOMMENDED MOTION/ACTION: Motion to Approve

Approved by Town Manager

W. Davis

Date:

1/26/09

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: The Town has several projects that are or can be designed and "shovel ready" within 120 days and also fall within the eligibility guidelines for economic stimulus dollars. It is necessary for the Town Commission to approve the projects through a resolution in order to submit the list to Tallahassee for funding.

The projects which staff is recommending that the Town forward for funding are as follows:

Park Avenue Improvements, 7th Street to US 1. \$3.4 million

Lake Shore Drive Improvements, \$3.3 million

Lake Park Harbor Marina Improvement Project \$698,584

Lake Park Harbor Marina Remedial Repairs \$1.8 million.

RESOLUTION NO. 06-02-09

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING THE MANAGER TO SUBMIT
HIGH PROFILE INFRASTRUCTURE PROJECTS
TO REQUEST FUNDING UNDER THE ECONOMIC
STIMULUS PACKAGE OF 2009 TO THE STATE
AND FEDERAL LEGISLATURES.**

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

WHEREAS, the Town desires to implement strategies that will improve the economic conditions and quality of life for residents and visitors in the community; and

WHEREAS, the Federal and State Legislatures have proposed using Federal Funds to generate an Economic Stimulus Package that will build infrastructure, support small business, and create or maintain jobs; and

WHEREAS, the Town of Lake Park has 4 major infrastructure projects that are ready to build, and would build permanent infrastructure, support small business, and create or maintain jobs in this difficult economy; and

WHEREAS, the Town of Lake Park wishes to solicit funds to complete these four major infrastructure projects that are consistent with the Legislative intent of this proposed funding; and

WHEREAS, the Town of Lake Park is willing to provide proper maintenance for each of these projects following completion of construction.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Commission authorizes and directs the Manager to submit the funding requests for the Park Avenue Project (\$3.4M), the Lake Shore Drive Drainage Improvement Project (\$3.3M), the Lake Park Harbor Marina Improvement Project (\$698,584), and the Lake Park Harbor Marina Bulkhead Project (\$1.8M).

SECTION 2. The Town Commission authorizes and directs the Manager to sign and submit the grant agreement that may be forthcoming as a result of the grant application.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

Project Name	Park Avenue Improvements, 7th Street to US 1
Municipality:	Town of Lake Park, Florida
Federal Program:	Department of Transportation
Brief Project Description:	<p>This Park Avenue Improvement Project has been designed to complete the improvements to Lake Park's "Main Street." The Town recently improved the commercial Park Avenue Downtown District, and this project will complete that improvement through the historic and residential areas to the Town's signature waterfront parks and US 1. Park Avenue is currently a 4 lane undivided roadway with 45 to 50 feet of pavement without medians, bicycle lanes, on-street parking or cohesive streetscaping. The proposed improvements will reduce the roadway to one lane in each direction with a landscaped median, on-street parking and bicycle lanes. The project will replace the generic overhead street lighting with decorative lighting matching the Downtown District. The project will also reduce the amount of runoff and pollutant load into Lake Worth by replacing pavement with landscaping and constructing underground exfiltration trenches to capture a portion of the first flush of stormwater runoff. As a part of this project, two asbestos cement water mains will be de-activated and replaced by a new ductile iron water main.</p>
Costs:	\$3.4 Million
Jobs Created:	20-25
Duration:	12 months

Project Name	Lakeshore Drive Improvements
Municipality:	Town of Lake Park, Florida
Federal Program:	Environmental Protection Agency
Brief Project Description:	<p>This project is currently being designed to correct an historic flooding problem along Lake Shore Drive. Lake Shore Drive is currently a 2 lane undivided roadway with sidewalks, but without bicycle lanes, located within the center of the Right-of-Way. The proposed improvements will relocate the roadway to the east side of the Right-of-Way and raise it 6" to 12" to eliminate the flooding problems. New curbs, bicycle lanes and sidewalks will be constructed. The 650' portion of the existing roadway between Kelsey Park and Lakeshore Park will be removed and replaced with a pedestrian walkway. The existing drainage system features 4 direct outfalls into Lake Worth without any provision for water quality treatment. The new drainage system will provide water quality treatment for the new roadway and reduce the amount of runoff entering Lake Worth as well capture a portion of the first flush of stormwater runoff. As a part of this project, an asbestos cement water main will be de-activated and replaced by a new ductile iron water main.</p>
Costs:	\$3.3 Million
Jobs Created:	15-20
Duration:	12 months

TAB 4

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

Meeting Date: February 4, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Marina Security Services

RECOMMENDED MOTION/ACTION: Award security services bid to CSS USA, Inc. and authorize contract.

Approved by Town Manager W. Davis Date: 1/22/09
Quinn M. Costello 1/22/09
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: \$ 63,019.32 Funding Source: Acct. # 401-57-579-800-34000	Attachments: Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina <u>WJ</u> <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>YML</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

In December the Town issued a formal request for bids for security services at the Lake Park Harbor Marina. Two proposals were received and reviewed. The lowest bid was determined to be non-responsive due to the fact that it did not contain all of the necessary documentation required by the bid specifications such as certificate of insurance, State of Florida license, completed reference forms and financial information, and was rejected. The second bid was determined to be in compliance with the specifications and was accepted.

After a complete reference check of the firms, it has been determined that the contract should be awarded to the lowest responsive bidder, CSS USA, Inc. The term of the contract shall be for a period of one (1) year with an option to renew for an additional two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the Town.

**Town of Lake Park
 Invitation to Bid #07-2008
 Security Services Contract
 Evaluation of Proposals**

	Bidder	Weiser	CSS USA
		14.26/21.39	14.29/21.44
	Price	\$62,291.13	\$63,019.32
Page	Required Documents		
5	Bidder's Certification	Yes	Yes
	Certificate of Insurance	No	Yes
	State of Florida License - Copy	No	Yes
26-27	Bid Form	Yes	Yes
	Signed	Yes	Yes
	Proof of Authority to sign	Yes	Yes
	Corporate Resoluton	Yes	Yes
28	References	Yes	Yes
29	Drug Free Workplace	Yes	Yes
30	Anti-kickback Affidavit	Yes	Yes
31	Non-collusion Affidavit	Yes	Yes
32	Certification of Non-segregated Facilities	Yes	Yes
33-35	Sworn Stmt. - Public Entity Crimes	Yes	Yes
36	Experience Forms	Incomplete	Yes
37	Financial Stability		
	Statement of Financial Stability	No	Yes
	Most Recent Financial Report	No	Yes
	Last Three Year Financials	No	Yes
	Letters of Reference - Financial	Yes	Yes
38	Civil Litigation Form	Yes	Yes
39	Pending Litigation	No	No
38	Criminal Litigation Form	Yes	Yes
	Pending Litigation	No	No
	Accepted/Rejected	Rejected	Accepted

TOWN OF LAKE PARK
AND

CSS USA, Inc.

THIS CONTRACT, made this _____ day of _____, 2009, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and CSS USA, Inc., a Florida Corporation, State of Florida License No.:BB2700042, FEID Number 38-1903209, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN has previously determined that it is need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on January 20, 2009, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a Bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's Bid to be acceptable and the parties wish to enter into this Contract; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. **STATEMENT OF WORK**

1.1 The Contract shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents. The CONTRACTOR shall provide and install the following items/services (all necessary labor and materials) for the security services as more specifically provided in **Exhibit "A"** attached hereto and made a part hereof

1.2 CONTRACTOR shall obtain a Business Tax Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must be licensed by the Florida department of Agriculture and consumer Services, Division of Licensing prior to commencing work under the Contract and must provide

the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. **CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY**

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. **CONSIDERATION**

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are agreed to by the parties in writing shall be: \$63,019.32.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to

exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Document and all amendments and addendums thereto.
- b) CONTRACTOR'S Bid 07-2008 (Exhibit "B");
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents
- e) Payment and Performance Bonds.

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a competent superintendent ("Project Manager or Project Supervisor") to act as the CONTRACTOR's agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Manager, provided for in Paragraph 5 herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to local law enforcement agencies.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100% of the total amount of the work to be performed under the Contract.

8. INSURANCE REQUIREMENTS

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

8.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACTOR. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

8.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an

Occurrence, Claim or Suit” as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. **INDEMNIFICATION**

9.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and

immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The CONTRACTOR shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

- a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Contract.
- b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the

CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. **FORCE MAJEURE**

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. **GRATUITIES**

18.1 The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. **GOVERNING LAW AND VENUE**

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. **CONTRACT AMENDMENTS**

20.1 This Contract may be amended only with the prior written approval of the parties.

21. **NO WAIVER**

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. **NO ASSIGNMENT**

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN.

23. **ATTORNEY'S FEES**

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. COMPLIANCE WITH LAWS

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon

receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for completed work and as determined by the TOWN.

These payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. **NON-EXCLUSIVITY**

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the a CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. **FUNDING**

30.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

31. **RIGHT TO AUDIT**

31.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

32. **APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS**

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

34.1 All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park
Attention: Lake Park Harbor Marina Agent
105 Lake Shore Drive
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: _____
Vivian Mendez Lemley, Town Clerk

By: _____
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 200__

(Notary Seal)

Notary Public

My Commission Expires: _____

**C-2
Criminal Litigation**

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.
Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

TAB 5

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

Meeting Date: February 4, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Purchase of Recreation Trailer

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

Handwritten signature: Kurt Davis

Date:

Handwritten date: 1/30/09

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ 42,501 Funding Source: Park Construction Line Item Acct. # _____	Attachments: Quotes from Seven Vendors
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: As you are aware, the trailer which was purchased from FEMA for recreational purposes became uninhabitable. At its November 5th meeting the Town Commission was provided various options for housing the recreation program and directed staff to acquire a new trailer.

Staff sent requests for quotes (RFQ's) to seven vendors and found that the lowest, most responsive bidder is Advance Modular Structures, Inc. Additionally, this firm competitively bid and was awarded a \$153,822 bid from the Town of Davie for a 3,024 square foot modular office building. Therefore, staff is recommending award to Advance Modular Structures, Inc.

Lastly, this acquisition of this trailer will be funded from the remaining park construction line item.

Advance Modular Structures Inc.

Purchase Price: \$ 27,099

Additional Items:

(8) 24" x 54" Windows @ \$640	\$ 5,110
(1) 3' x 2' Interior Office Window @ \$230	\$ 230
(2) 36" x 80" Steel Door @ \$309	\$ 618
Lattice Skirting and Installation	\$ 1,728
(4) J Boxes @ \$35	\$ 140
Electric Feed	\$ 241
Exterior Outside Paint	\$ 300
Change eight windows from 24 x 54 to 30 x 54 to fit security bars	\$ 1,850
	<hr/>
	\$ 10,217

Delivery & Set-Up Charge	\$ 3,300
Existing Trailer Dumping Charge	\$ 1,335
Trucking Existing Trailer to Dump	\$ 550
	<hr/>
	\$ 5,185

Total Purchase \$ 42,501

Vanguard	No Response
Advance Modular Structures Inc.	\$ 42,501
Modular Space	\$ 42,533
Pac Man	\$ 45,008
Homes of Merit Inc.	\$ 45,819
William Scotsman Inc.	\$ 46,830
Satellite Shelters	\$ 54,454

**Town of Lake Park
Trailer Information
Greg Dowling
Director Parks & Recreation
561-881-3338
(Fax) 561-881-3340**

Building Code:

F1 code, DCA approval, 146 + MPH wind load (Dade County requirements)

Building Size:

14 x 70 (14 x 66 floor plan)

Floor:

1/8" 12 x 12 vinyl Tile

Floor structure:

Wood joist and steel frame with plywood decking

Exterior Walls:

Wood studs, plywood sheathing, (Hardi Panel) with stucco appearance.

Interior Walls:

Wood studs and finished with vinyl covered gypsum. One office 15ft 6in x 14ft at end unit opposite from hitch.

Windows:

Eight 30" w x 54" h vertical slide white frame windows impacted rated. One interior 3ft w x 2ft tall static window 42" off floor centered on office wall.

Doors:

Two 36" x 80" steel door and frame with 10" x 10" view block. One interior standard door for office

Ceiling:

8' from finished floor.

✓ **Electric:**

12 Surface fluorescent light. Two porch lights, four extra j boxes.

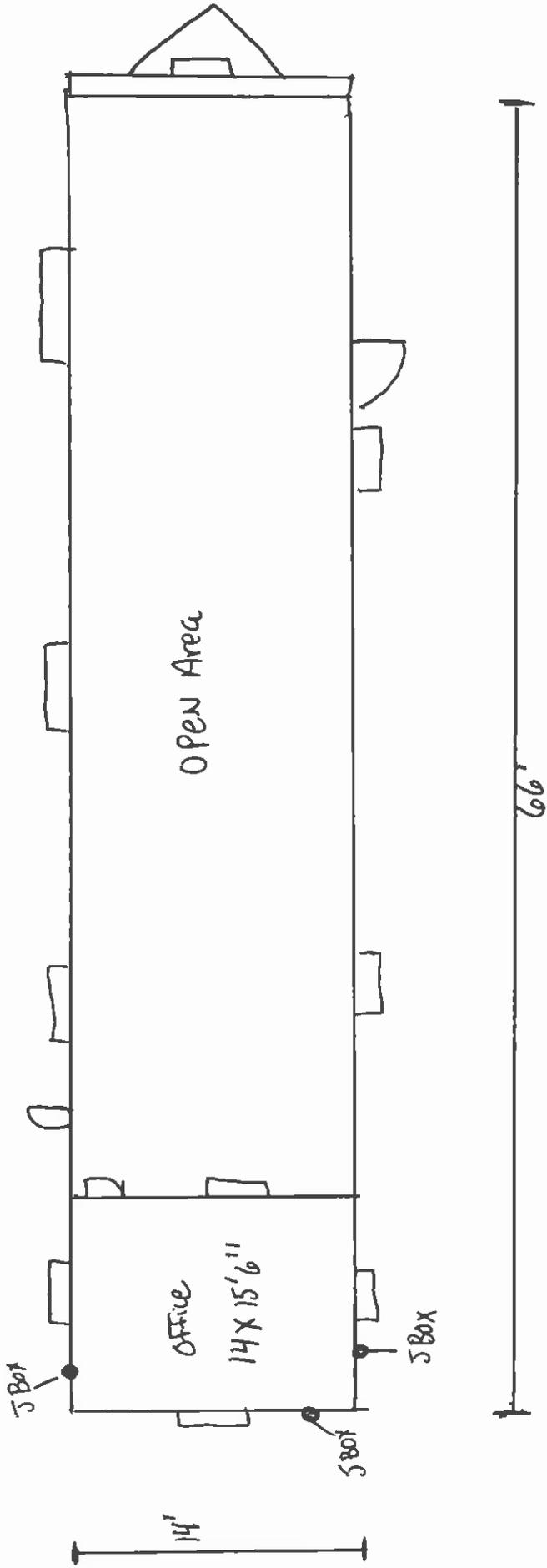
Additional Items:

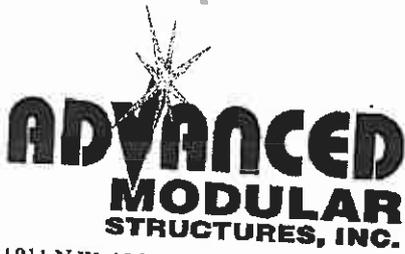
- * Lattice Skirting
- * Removal of existing trailer to dump. (22,700 Ibs)
- * Delivery charge
- * Reinstallation and strapping down existing ramp.

**** Need all new bid information faxed to me before Friday January 30,
2009****

1 2/4 70

14 x 66 Floor Plan (Box)





**ADVANCED
MODULAR
STRUCTURES, INC.**

1911 N.W. 15th Street
Pompano Beach, FL 33069
COC017488

Phone: 954-960-1550
Fax: 954-960-0747
RCA001954

Customer The Town of Lake Park
Parks and Recreation

Attention: Greg Dowling
(561) 881-3339
(772) 260-7157 cell
(561) 881-3340 fax

Advanced Modular Structures, Inc. proposes to construct the following modular building.

Building Code: FL code, DCA approved 146 MPH wind load, Business Occupancy

Building Size: 14ft x 66 ft Floor plan provided by customer, subject to revision for engineering purposes.

Floor structure: Wood joist and steel frame with plywood decking

Floor finish: 1/8" thick 12" x 12" vinyl tile

Exterior walls: Wood studs, plywood sheathing, concrete board (Hardi Panel) with stucco appearance.

Insulation : Floor R-11

Exterior walls R-11

Roof R-19

Windows: Eight, 30" w x 54" h vertical slide white frame windows, Impact Rated. \$6960.00
One interior 3ft wide x 2ft tall static window 42" off floor centered on office partition \$230.00 both included in purchase price

Exterior Doors: Two 36" x 80" steel door and frame w/ 10" x 10" View Blocks. \$618.00 included in purchase price

Roof: 45 mil EPDM rubber with ISO board to meet 146 mph code, and powered gable vents

HVAC: The system will consist of up to three tons of wall mount air conditioning with fiber glass supply ducts and ducted return air. Thermostat(s), supply diffusers and return grills are manufacturer's standard.

Interior walls: The walls will be constructed with wood studs and finished with vinyl covered gypsum. The walls will be trimmed with batten strips and vinyl base along the floor. One office 15ft 6in x 14ft at end of unit, opposite from hitch.

Visit us at www.advancedmodular.com

Ceiling: Ceiling will be approximately 8' above the finished floor. Ceiling is sea foam finish and batten strips

Electric: 12 surface mount fluorescent lights. 100 amp panel single phase 2 porch lights photo cell 12/2 w/ ground std wiring 1 exterior GFI protected receptacle, plus 4 extra j boxes move breaker panel to match existing Electrical feed \$241.00 4 extra j boxes \$140.00 included in purchase price

Exterior: Custom painted color names and numbers supplied by purchaser \$300.00 included in purchased price

Skirting: Hardi panel skirting painted to match building and installed. \$1728.00 included in purchase price

Plumbing: none

Trucking : Trucking to dump old trailer \$575.00 and dump charge of \$1335.00 Included in purchase price

Purchase Price: \$42501.00 FOB manufacturing site, Including delivery, set and reinstallation of ramp and steps

Payment terms: Net 15 days

Lake Park must: remove old skirting, disconnect all types of wiring and move steps and ramps clear of unit Also hook up of all wiring, repair of paving and landscaping

(see clarification below for further explanation)

Clarifications:

- Due to rapidly changing steel and lumber prices, the price is subject to change after thirty days.
- Permit fees or government fees of any kind are not included in price.
- AMS is not responsible for unforeseen conditions such as muck or debris buried underground.
- Shop drawings for customer review will be delivered within fourteen days of signed contract. State approved modular building plans will be delivered approximately four weeks after shop drawings are signed-off and returned to AMS.
- Plan processing (plan expeditor) is not included in this proposal.
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The owner should contact his agent and arrange coverage upon delivery. Buildings are typically tied down within three days of arriving on site.
- Set up consists of dry stack block foundation utilizing above grade pads. Foundation design assumes 2000 PSF soil bearing capacity. It is the owners responsibility to provide soil w/ 2000 PSF capacity. Setting to use existing steps.

Visit us at www.advancedmodular.com

- Exterior elevations and renderings are not included if required.
- Any extras or additional site work will be billed at cost plus a 15% gross margin.
- Any items not specifically listed in this proposal are not included and are customer responsibility.
- Price assumes delivery site is accessible by truck. Any heavy equipment required to move building on site is at customer's expense.

Below is a partial list of items excluded from this quotation.

Permit fees or government fees of any kind.
 Landscaping, sod and irrigation of entire property-only impacted area will be landscaped
 Soil borings and reports
 Telephone work of any kind
 Termite treatment, if required
 Furniture or fixtures, unless specifically listed in quote
 Handicap ramps, if required
 Fire extinguisher
 Poured concrete foundation
 AC testing and balancing
 Fire sprinkler system
 Security or security fence
 Renderings or elevations
 Additional county requirements fire hydrant, water main...
 Cost associated with financing
 Hurricane shutters are required.

Thank you

Jim Willis

Visit us at www.advancedmodular.com

Advanced Modular Structures, Inc,
 1911 N.W. 15th St.
 Pompano Beach FL 33069

Phone : (954) 960-1550

Fax : (954) 960-0747

INVOICE

Date : 03/04/08
 Due Date: 03/04/08

No. : 23581
 Page: 1

67
 Town of Davie
 Mr. Bruce Taylor
 Accounts Payable
 6591 SW 45th Street
 Davie FL 33314

Ship To/Remarks
 Town of Davie
 Utilities
 3500 N W 76 Avenue
 Hollywood FL 33024

Via	FOB	Terms O/ D/ NO	Your#	Our#	Rep.
Description Item Number	Ordered Measure	Shipped Backordered	Unit Price Discount %	Extended	
.) Modular Building including installation @ Utilities Dept.					153822.00

IN DSI 17977 A-C
 Due upon receipt
 PO # 033803

4/2 x 72' 3,024 SF

50.86 / SF

If you require a lien release, please remit with payment a properly completed lien release for prompt service.

Sub-Total: 153822.00
 Tax : 0.00
 Balance Due: 153822.00
 Net to Pay 153822.00



TOWN OF DAVIE

6691 ORANGE DRIVE
 DAVIE, FLORIDA 33314
 PHONE (954) 797-1016

PAGE: 1

PURCHASE ORDER NO: **03380**

DATE: 11/20/2007

VENDOR NO: 6314

INVOICE TO: ACCOUNTS PAYABLE
 6591 SW 45TH STREET
 DAVIE FL 33314

VENDOR: ADVANCED MODULAR SYSTEMS, INC.
 1911 NW 25 STREET
 POMPANO BEACH FL 33069

SHIP TO: TOWN OF DAVIE
 UTILITIES
 3500 N. W. 76 AVE.
 HOLLYWOOD FL 33024

DELIVER BY	SHIP VIA	F.O.B.	TERMS		
9/30/2007			NET		
QUOTE/BID NO.	ACCOUNT NO.	PROJECT	REG. NO.	BUYER	
	04010585366401		0000036199	EMB HFH/B & F	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	153822.00	EA	***** * CONFIRMATION COPY - DO NOT DUPLICATE * ***** MODULAR OFFICE BUILDING RESOLUTION R-2007-304	1.0000	153822.00

ORIGINAL COPY

TAX EXEMPT # 85-8013723889C-8

APPROVED BY

[Signature]
 APPROVED BY



RECEIVED

SEP 5 - 2007

Administration 954-797-1030
Budget & Finance 954-797-1050
Development Services 954-797-1111
Engineering 954-797-1113
Fire Department 954-693-1211
Human Resources 954-797-1100
Planning & Zoning 797-1103

Parks & Recreation 954-797-1145
Police Department 954-693-8200
Public Works 954-797-1240
Special Projects 954-797-1153
Technology & Information 954-797-1107
Town Clerks 954-797-1023
Utilities 954-433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

August 31, 2007

NOTICE TO BIDDERS

The Town of Davie is accepting sealed bids until 2:00 p.m. on Wednesday, September 26, 2007, for the following:

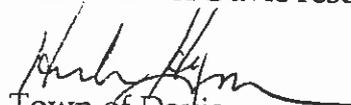
SUPPLY AND INSTALL MODULAR OFFICE BUILDING-UTILITIES,
B-07-114

Complete bid specifications are enclosed. Any questions pertaining to this specification should be addressed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

Sealed bid envelopes should be marked with the company name, bid name and number and boldly marked "SEALED BID". Two (2) copies of all sealed bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Bids will be opened on or about 2:00 p.m., Wednesday, September 26, 2007, at the Davie Town Hall. Any bids received after the specified due date and time will be rejected and returned unopened. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.


Town of Davie
Herb Hyman, CPPB, FCPM, FCPA
Procurement Manager

An Equal Opportunity Employer

General Terms and Conditions

1. Submission and Receipt of Bids

It will be the sole source responsibility of the bidder to see that their bid is received prior to the specified time of bid opening as identified herein. Bids will be submitted in sealed envelopes showing the bidder's return address and clearly marked "Sealed Bid- (specify name of bid)". If bid is sent by mail, the bidder shall be responsible for its delivery to the office of the Purchasing Division by or prior to the hour and date shown herein for receipt of bids. Bids received after that hour and date will not be considered and will be returned unopened.

Bidders shall submit all pricing information on the proposal forms furnished. All quotations and proposals must be signed in those spaces provided with the firm name and by an officer or employee having the authority to bind the company or firm by his signature.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be typewritten or written with pen and ink. Signatures must be in ink.

2. Delivery

Items shall be delivered F.O.B. destination (where applicable). The delivery costs and charges will be included in the bid price. Failure to do so may be cause for rejection of your bid.

3. Discounts

All discounts (prompt payment, overall award of all bid items, etc.) will be considered in evaluation to determine the lowest "net" cost to the Town.

4. Brand Names

Whenever materials or equipment are specified or described in the specification by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of proposed material or equipment.

5. Taxes

The Town of Davie is exempt from any taxes imposed by the State or Federal Government. Exemption certificates will be supplied upon request.

6. Signed Bid Considered an Offer

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town Council of the Town of Davie. In case of default on the part of the bidder after such acceptance, the Town may take such portion as it deems appropriate including legal action for damages or specific performance.

7. Reservations for Rejection and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests.

8. Prices to be Firm

Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety (90) days from the date of the bid opening. Prices shall be firm with no escalator clauses.

9. Laws and Regulations

All applicable laws and regulations of the Federal Government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting award. All occupational and health administration (O.S.H.A.) rules and/ or regulations will apply to any goods or services supplied as a result of this bid.

10. Public Entity Crimes Information

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity in the excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

12. Conflicting Language

Should the specific terms and conditions conflict with the general terms and conditions, the specific terms and conditions shall prevail.

13. Payment

The Town's preferred method of payment is through use of its procurement card (Visa). Evaluation credit will be given to vendors who will accept this payment method.

All appropriately submitted invoices other than those paid with a procurement card will be paid in accordance with the Florida Prompt Payment Act.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

PURPOSE:

The Town of Davie is seeking formal bids from qualified firms to provide a Modular Building per the specifications/plans attached. Any deviation from the specifications shall be attached on a separate sheet(s).

PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms and conditions in their bid will be firm for a period of ninety (90) days from the date of bid opening unless otherwise stated by the bidder or the Town.

DEFAULT PROVISIONS:

In case of default by the bidder or contractor, the Town of Davie may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED:

All bids must be signed with the firm names and by an officer or employee having the authority to bind the company or firm by their signature.

Failure to properly sign bid may invalidate same, and it may not be considered for award.

The Town of Davie reserves the right to accept or reject any or all bids.

LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and ordinances of the Town of Davie will apply to any resulting award.

All OSHA standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants, by signature on the bid sheet, prices bid are in conformance with the latest federal price guidelines, if any.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

SIGNED BID CONSIDERED AN OFFER:

This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Town of Davie and in case of default on the part of the bidder or contractor after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

VARIANCES:

Bidder to state, or attach, any variances to the Town's specifications, terms and conditions, if none please so state. Bidders to submit any manufacturer's specification sheets, brochures, or other printed documents supporting equivalency of variances to these specifications. Bids submitted without sufficient documentation will be subject to rejection.

INSURANCE:

WORKERS' COMPENSATION – STATUTORY:

Policy must include Employers Liability: \$100,000 for each accident, \$ 500,000 disease (policy limit), and \$100,000 disease (each employee).

COMMERCIAL GENERAL LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; product/completed operations: contractual liability; independent contractors.

BUSINESS AUTO LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

The Town of Davie is to be named as an additional insured. Proof of insurance and bonding shall be provided to the Town's Procurement Manager prior to the beginning of the contract period.

PUBLIC ENTITY CRIMES INFORMATION:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0171, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

DISCRIMINATION:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

INDEMNIFY AND HOLD HARMLESS:

The contractor agrees to indemnify and hold harmless, the Town, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project.

Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

PAYMENT:

Payment shall be in accordance with the Florida Prompt Payment Act.

AWARD:

The Town, at its sole discretion, reserves the right to select that bidder which best serves the interest of the Town.

Award shall be based on TOTAL BID PRICE.

The Town reserves the right to accept or reject any and all bids.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

GENERAL:

The bidder shall supply a modular office building and all labor, equipment, etc. required to provide and set up the modular office building on a site specified by the Town. This includes but is not limited to all required drawings, permits, approvals, etc.

SPECIAL CONDITIONS:

A. Delivery:

1. Delivery is desired 90 days after receipt of a purchase order: however delivery must not be later than 120 days after receipt of a purchase order.
2. Freight shall be F.O.B. destination to the ship address requested by the Town

B. General:

1. When delivered, unit is to be complete and in optimum operating condition.
2. Any and all accessory equipment necessary to make the unit completely functional shall be included.

C. Brochures:

1. Manufacturer's complete and full specifications will accompany the Bid as well as any additional information to assist the Town in determining compliance with the specifications.

D. Title, Application, Etc.:

1. All paperwork, including invoices, warranty documents and documents for obtaining unit's title (MSO – Manufacturer's Statement of Origin and Application for Title) are dealer's responsibility. All necessary paperwork as above, must accompany unit at delivery. The title, application for title, MSO and supporting documents are to be made out to "Town of Davie", 6591 Orange Drive, Davie, Florida, 33314 and must be dated the delivery date of unit to Town of Davie. Dealer is responsible for and shall pay any penalties for late title application.

E. Warranty:

1. Bidder shall guarantee the equipment for one (1) full year from date of acceptance for defects in the design, material and workmanship of items not covered by the manufacturers of the major components and subassemblies.
2. Bidder shall provide, at no charge to the Town, transportation to and from the bidders warranty service facility for all warranty repairs made during the life of the warranty.

TOWN OF DAVIE, FLORIDA
· Bid Specifications
For
Modular Office Building

GENERAL REQUIREMENTS FOR OFFICE TRAILERS

- 1 Office Trailer 42' x 72' Applicable Florida Building Code per attached floor plan.
- 140 Wind Zone (Broward), Type VI, Use B.
- Hardi Panel Exterior Siding with Stucco Appearance.
- EPDM rubber roof.
- Vinyl covered gypsum wall covering.
- 5/8" Plywood Decking.
- Carpet/Tile floor covering.
- Impact windows.
- Impact steel exterior door with steel jamb and ½ Glass
- Base & overhead cabinets with stainless steel sink and gooseneck faucet
- Central air conditioning in each module.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

I. DESIGN SPECIFICATIONS FOR MODULAR BUILDING:

A. FRAME

1. Outrigger frame design.
2. 12-Inch I-Beam.
3. Axle quantity as required.
4. Detachable hitches

B. FLOOR

1. Floor Design: Transverse
2. Joist Size: 2" x 8"
3. Joist Spacing: 16" OC
4. Floor Decking: 5/8" Plywood Tongue & Groove
5. Floor Covering:
 1. 20oz. Commercial Grade Carpet with 2-1/2" carpet bar at mate lines
 2. Tile in Bathroom and Break Room
6. Floor Bottom: .040 Bottom Board

C. WALLS

1. Wall Height: 8 foot
2. Wall Studs: 2" by 4" studs
3. Stud Spacing: 16" on center.
4. Wall Top Plate: Double
5. Wall Bottom Plate: Single
6. Wall Covering: Vinyl Covered Gypsum
7. Doors: 36" x 80" Prehung Solid Core-6 Panel Interior
8. [1] 48" x 30" Pass Thru Window w/12" Counter Top
9. [1] Closet w/ 36" x 80" Hollow Core-6 Panel Interior Door
10. Molding Package:
 1. Standard Prefinished
 2. 4" Vinyl Cove Base

D. ROOF

1. Roof Type: Transverse
2. Sheathing: OSB
3. Covering: EPDM
4. Ceiling: Popcorn
5. Vents: Gable

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

II. DESIGN SPECIFICATIONS FOR MODULAR BUILDING: (Continued)

E. PLUMBING

1. [2] – Single Handicap Bathrooms
2. [2] – Handicap Commodes
3. [2] – Wall Mount Lavatories
4. [2] – Mirrors
5. [2] – Toilet Paper Holders
6. [2] – Paper Towel Holders
7. [1] – 6 Gallon Water Heater
8. [1] – Drinking Fountain

F. ELECTRICAL/TELEPHONE/DATA

1. 100 Amp Single Phase Electrical Panels.
2. 240 Recessed Fluorescent Lights.
3. 120 volt, 15 amp receptacles, 16" AFF.
4. Lighted exit sign/emergency light w/battery back-up as required.
5. J-boxes w/ PVC Conduit
6. GFI receptacles
7. [1] – Exterior GFI Outlet

G. HVAC

1. Wall Hung Air Conditioners with 10KW Heat Strips
2. Ceiling supply.

H. EXTERIOR

1. Exterior sheathing per code.
2. Hardi Panel Exterior Siding with Stucco Embossed
3. Hardi Panel Exterior Trim
4. Hardi Panel False Mansard w/6" Projection on all 4 sides
5. Gutters and Downspouts at end of building (Gutter to be flashed to the roof)
6. [3] – 36" x 80" Impact Resistant Steel/Steel Exterior doors w/ ½ Glass.
7. [18] – 24"x54" Impact Windows

I. INSULATION

1. Floor – R-11, Unfaced.
2. Walls – R-11 Encapsulated.
3. Roof – R-19, Encapsulated.

J. CABINETS

1. 25 L.F. of Base and Overhead Cabinets
2. [1] – Double Stainless Steel Sink w/Gooseneck Faucet

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

II. DESIGN SPECIFICATIONS FOR MODULAR BUILDING: (Continued)

A. OTHER

1. Provide Hardi Panel Skirting w/Vents
2. [1] – U-Shaped Precast Concrete Ramp with Steps and Steel Rails
3. [2] – Precast Concrete Step with Steel Rails

III. GENERAL REQUIREMENTS:

A. CODE:

1. Installation shall be in accordance with Florida Building Code, 140 mph wind zone, Type VI, use B.

B. SITE PLAN (See Drawing):

1. Site utilities (water, sewer, electrical) will be provided by the TOWN. Contractor to extend from existing location as needed. Connections will be completed by the Contractor.
2. Site data and telephone lines will be provided by the TOWN. Contractor to extend from existing location as needed. Connections will be completed by Contractor.
3. Stairs, ADA ramp and Sidewalks will be provided by Contractor.

IV. TECHENICAL REQUIREMENTS:

1. Modular building shall meet the standards set by the Florida Building Code, Broward County edition and all adopted standards.
2. Modular building is to be set on concrete-block pedestals a maximum of thirty-six inches (36") off the level ground (to the interior floor) by the contractor for this contract.
3. Contractors are cautioned to visit the site to determine what, if any, problems they may encounter. The unit is to have skirts. The unit is to be connected to local utilities (electric, plumbing etc).
4. The Contractor shall make all site electrical and plumbing connections. The trailers will be connected to existing utilities and structures. Installation and tie-down must be in conformance with all applicable codes, including Florida Building Code, Broward County edition.

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

C. TECHNICAL REQUIREMENTS: (Continued)

5. TOWN will provide all final connections, described below:
 - a. Telephone/Data Line Ready, (phone jack-ready by contractor).
6. Electric:
USA System 120/208 60 htz. Wired with cooper wire to National Electric Code, unless otherwise specified, and shall conform to NFPA and FBC.
7. Electrical Receptacles:
All standard receptacles are duplex, unless specified otherwise, Bathroom and break room receptacles are G.F.I.
8. Light Switches:
All switches shall be standard up-down make-break type for fluorescent fixtures.
9. Exterior Lighting:
Each door shall have a photo-electric porch light to the side of the door opposite the swing with an interior switch placed on the inside at the side of the swing.
10. Ceiling Light Fixtures:
Two (2) lamps per fixture, each lamp is to be forty-eight inches (48") fluorescent.
11. Unit shall be air conditioned with high efficiency rated (minimum seer rating 11.0) capable of maintaining temperature of seventy-two degrees (72°).

TOWN OF DAVIE, FLORIDA
Bid Specifications
For
Modular Office Building

BID PROPOSAL

<u>Qty.</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
One (1)	Supply and Install Modular Office Building per Specifications/ & Floor Plan Attached	\$ <u>153,822.⁰⁰</u>	\$ <u>153,822.⁰⁰</u>

Note: Price includes permit and impact fees. If fees are waived or not incurred, please see attached sheet for itemized deductions.

Indicate Manufacturer & Model Number

Design Space
 Manufacturer
AMS 4272
 Model

Advanced Modular Structures, Inc.
 Company Name

[Signature] Treasurer
 Signature

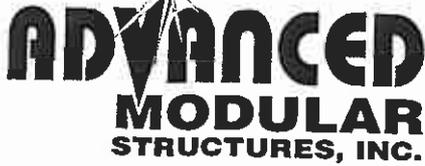
1911 NW 15th St
 Address

Tampano Bch FL 33069
 City State Zip

(954) 960-1550 (954) 960-0747 9/26/07
 Phone Fax Date

Will the contractor accept the Town of Davie VISA Procurement Card Yes No

All bidders MUST submit a completed W-9 Form and a completed Vendor/Bidder Disclosure Form along with their bid.



**ADVANCED
MODULAR
STRUCTURES, INC.**

1911 N.W. 15th Street
Pompano Beach, FL 33069
CGC057488

Phone: 954-960-1550
Fax: 954-960-0747
ECA001954

September 26, 2007

Town of Davie, Florida
Bid #B-07-114

Itemized Fees/Deductions:

1) Broward County Department of Environmental Protection Road and Wastewater Impact Fee	\$10,590.00
2) Town of Davie Permit Fees	\$ 1,454.00
3) Backflow Preventer if not required	\$ 600.00

Note: These items are included in the Total bid price and can be deducted if not required or not incurred.

Clarifications:

- 1) The bid price includes connection to existing water meter located 80 linear feet away from modular plumbing location.
- 2) The bid price includes connection to existing sanitary lateral located 80 linear feet away from modular plumbing location.
- 3) The bid price includes connecting (3) 100 amp electrical panels to an existing main disconnect provided by the Town of Davie located within 40 feet of the modular location.
- 4) The bid price includes manifolding the plumbing underneath the modular.
- 5) AMS will accept the Town of Davie VISA Procurement card for an additional fee of \$3000.00.

Visit us at www.advancedmodular.com

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Advanced Modular Structures, Inc.

Business name, if different from above

Check appropriate box Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1911 NW 15th St

City, state, and ZIP code
Rayana Bch, FL 33069

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | + | | | |

or

Employer identification number
65-1101912-5714

Part II Certification

Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **[Signature]** Date **9/26/07**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 - Certify that you are not subject to backup withholding; or
 - Claim exemption from backup withholding if you are a U.S. exempt payee.
- In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the Form W-9.

For federal tax purposes, you are considered a person if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases

- The U.S. owner of a disregarded entity and not the entity,

Vendor/Bidder Disclosure

I, Patricia A. Willis, being first duly sworn state that:
 The full legal name and business address of the person(s) or entity contracting with the
 Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Advanced Modular Structures
 Address: 1911 NW 15th St
Pompano Beach, FL 33066
 FEIN: 65-1092574
 State and date of incorporation: Florida 3/01

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	FL 33069	Ownership
<u>Gary Willis</u>	<u>1911 NW 15th St, Pompano Beach</u>		<u>40</u> %
<u>Patricia Willis</u>	<u>"</u>		<u>40</u> %
<u>Martin Madusa</u>	<u>"</u>		<u>10</u> %
<u>Frank Cardinale</u>	<u>"</u>		<u>10</u> %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
<u>NA</u>	

By: [Signature]
Signature of Affiant

Date: 9/26/07

Patricia A. Willis
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 26 day of September 2007, by Patricia A. Willis, he/she is personally known to me or has presented as identification.

[Signature]
Notary Public, State of Florida at Large
NOTARY PUBLIC-STATE OF FLORIDA
Jana Gottshall
Commission # DD476447
Print or Stamp of Notary Expires: SEP 27, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Serial Number _____

My Commission Expires: Sept 27, 2009



Administration 954-797-1030
 Budget & Finance 954-797-1050
 Development Services 954-797-1111
 Engineering 954-797-1113
 Fire Department 954-893-1211
 Human Resources 954-797-1100
 Planning & Zoning 797-1103

Parks & Recreation 954-797-1145
 Police Department 954-693-8200
 Public Works 954-797-1240
 Special Projects 954-797-1153
 Technology & Information 954-797-1107
 Town Clerks 954-797-1023
 Utilities 954-433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

September 24, 2007

Subject: **Supply & Install Modular Office Building-Utilities, B-07-114**

To All Bidders:

This notice will serve as **Addendum 1** to the above referenced formal bid and shall serve as a clarification to the specifications.

1. Please disregard any reference to the term "sidewalks" in the bid specification. The Contractor will not be required to construct any sidewalks for this project. The Contractor will be required to provide one (1) ADA ramp as part of this bid.

The sealed bid opening date remains unchanged. All bids are due on or before 2:00 p.m. on Wednesday, September 26, 2007. Bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, FL 33314. Bids will be opened on or about 2:00 p.m. on Wednesday, September 26, 2007 at the Davie Town Hall. This will be a public bid opening.

Should you have any further questions concerning this matter, please contact me at (954) 797-1016.

By: Herb Hyman, CPPB, FCPM, FCPA
 Procurement Manager

*Received
 P. W. [unclear]
 9/24/07*

An Equal Opportunity Employer



1911 N.W. 15th Street
Pompano Beach, FL 33069
C0007441

Phone: 954-960-1530
Fax: 954-960-0747
BCA001954

Facsimile

Town of Davie

Bid Info

To: *Greg Dowling*

From: Jim Willis

Date 1-6-09

Fax # 561-881-3340

of pages including cover

Message

Lake Park \$28.81 square foot
Alachua \$42.45 " "
Town of Davie \$50.86 " "

Thanks,

Jim Willis
Jim Willis

Cell# (561)789-7398

Visit us at www.advancedmodular.com

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this _____ day of _____, 20__ between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Advance Modular Structures Inc., hereinafter referred to as "Contractor" doing business at 1911 NW 15th St., Pompano Beach, Fl. 33069. Structures 11/26/08

WITNESSETH

Whereas, the County desires to employ the Contractor to deliver and install a modular building; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This agreement is effective beginning on the date of receipt of a written Notice to Proceed (NTP) issued by the County. All services required shall be completed within ninety (90) days of receipt of the NTP. 120 11/26/08
2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:
 - 2.1. Deliver and install a modular building meeting the specifications in Attachment A
 - 2.2. Delivery shall be to Alachua County Public Works 5620 N.W. 129th Ln Gainesville, Fl and installation shall at the site detailed in Exhibit 1 for site location and placement of modular units.
 - 2.3. Installation shall include:
 - A Modular Type building (56' X 60' app.3360 sq ft, five modules) for office space.

Project Overview

1.1.1 Fabrication and Delivery/Installation:

- 1.1.1.1 The awarded firm will design and fabricate (or have fabricated factory direct), deliver and set in place (or have delivered and set in place) in accordance with the latest Florida Building Code, to build to the specifications of the document, or approved revisions thereof, of the modular and or concrete modular during the course of the contract, alterative modular buildings and additional services MAYBE offered by the awardees' and negotiated by the County.
- 1.1.1.2 Permits; It shall be the responsibility of the awarded firm to arrange for any and all permitting associated with designs, permits or costs associated with the fabrication, delivery and installation of the 5-units. The awarded firm will provide the foundation design work necessary for the site permit applications.
- 1.1.1.3 Approved Drawings; The awarded firm shall have complete drawings, signed and sealed by an Architect (licensed in the State of Florida), of the units bid, as required to comply with the above codes and certification requirements; the drawings shall be submitted to the County for final approval after the award, together with other site plans, shop drawings or details, along with color selections, etc. as may be required by the County. No fabrication or other work shall commence prior to the receipt of the County Capital Project Coordinator approval and purchase order.
- 1.1.1.4 New Units; The awarded firm shall warrant that purchased modular units shall be NEW and constructed in accordance with the latest FBC at the time of issuance of the Purchase Order. The awarded firm further warrants the units to be free from defective workmanship and material for a period of one (1) year from the acceptance

County the Contractor's Final Affidavit and Release of Lien.(Exhibit 3) The Contractor shall provide a Release of Liens from every subcontractor, materialman and supplier that has supplied services or materials to the Project.

7. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

The Contractor shall be paid or the sum not to exceed \$142,636.00, allocated in the following manner:

Performance & Payment Bond	\$4,270.00 – on execution of agreement with Bonds by both parties.
Plans and Plan Review	\$3,606.00 - on completion and acceptance
Modular Building Manufacturing	\$120,000.00 – upon completion (on-site visit)
Modular Building Delivery	\$4,260.00 - on delivery
Modular Building Installation	\$9,500.00 - on completion and acceptance
Skirting Installation	\$1,000.00 – on completion and acceptance.
Total:	\$142,636.00

412.45/SF

Payment for each item is due upon receipt or completion and acceptance by the County as indicated.

7.1. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and [the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Facilities Management
ATTN: Facilities Manager
PO Box 2877
Gainesville, FL, 32601
105 SE 1st Ave. Suite 2-B

7.2. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Advanced Structures *6/1/26/08*
Advance Modular Structure Inc.
1911 NW 15th St.
Pompano Beach Fl 33069

8. **Duties of the County.** The County shall have and perform the following duties, obligations, and

42,553

MODULAR SPACE

9120-D NW 16th Terrace
Pompano Bc, FL 33064
(954) 972-5629 Phone
(954) 975-0394 Fax

**PRICING SUMMARY for:
TOWN OF LAKE PARK
NEW MODULAR BUILDING
14' X 66'
1/29/2009**

Prices exclude taxes, permits and insurance (Freight permits are included).

PRICE OPTIONS FOR 14' x 66' NEW MODULAR BUILDING -

Building Sale Price: Building only \$ 31,342.00

ONE-TIME CHARGES

DELIVERY, SITE SERVICES AND OPTIONAL OTHER SERVICES

Building Delivery: Deliver building from point of manufacturer to Lake Park, Florida. Includes all required transportation permits and escort.	\$ 2,683.00	-
Building Set Up: Block level and tiedown to the 140 wind load requirement of Palm Beach County Florida. Sealed tiedown plans included.	\$ 1,098.00	
Skirting: Supply and install hardi panel skirting to match siding.	\$ 2,490.00	
Impact windows ILO of standard windows. (Add)	\$ 2,622.00	
Upgrade building from 140 mph wind load to 146 mph High Velocity Hurricane Zone Wind load building. (Add)	\$ 2,318.00	

ModSpace Executive Summary

Modular Space Corporation (ModSpace) was formed in April 2007 when Resun Corporation purchased General Electric's (GE) North American modular space business.

The combination created one of the largest modular building providers in North America, joining two leading, national players with highly complementary businesses. Resun had a strong presence in education markets and complex modular building applications, while the acquired business had deep product knowledge in construction markets and strong national account sales. The combined company is well positioned to serve the diverse and growing needs of its customers.

ModSpace provides outstanding offering to customers through its unmatched depth and breadth of products, full service capabilities and support, nationwide reach, optimal geographic distribution and highly efficient sourcing.

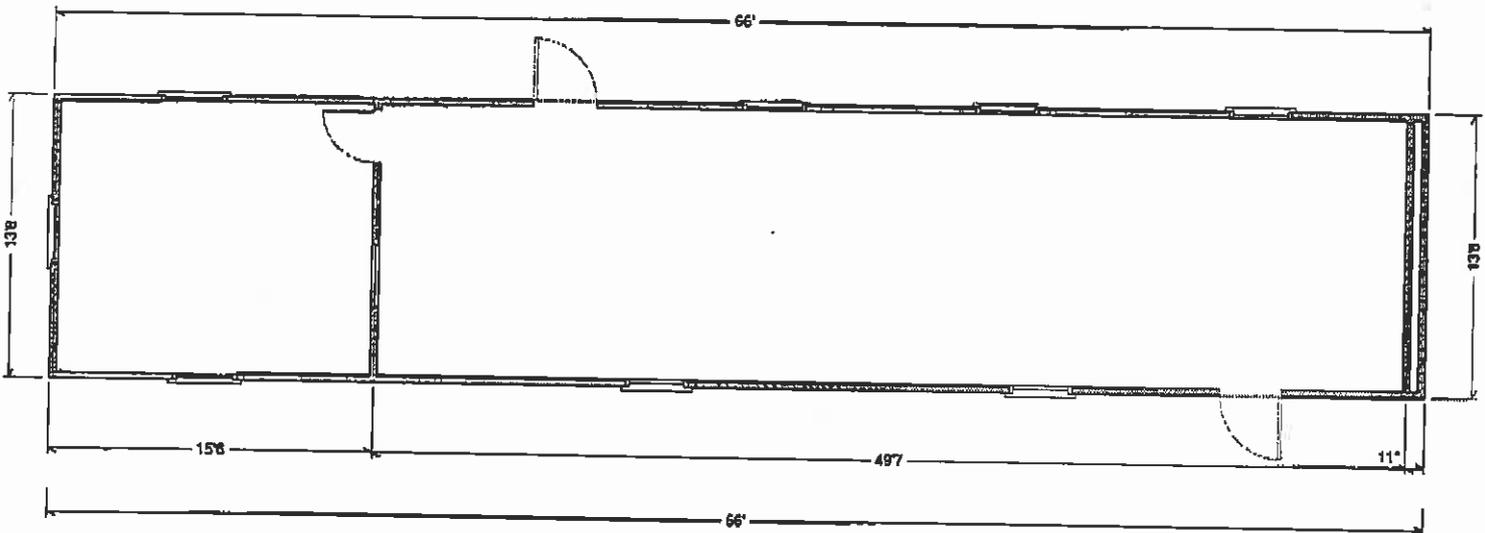
ModSpace is back by ModSpace shareholders, including Calera Capital, ABS Capital and management. The combination brings together people, capabilities and capital to provide industry-leading products and services to customers.

ModSpace Company Profile

Modular Space Corporation (ModSpace) is the largest supplier of permanent modular construction and temporary mobile and modular space. Headquartered in Berwyn, PA, ModSpace is currently approaching its 40th year in business. Our extensive office network includes over 80 sales and service offices that span the United States and Canada.

ModSpace serves a diverse set of customers and markets – such as construction, commercial, education, hospitality, industrial, healthcare, retail and government. Additionally, MedBuild, a division of Modular Space Corporation, provides state-of-the-art medical facilities to the healthcare industry with complete turnkey capabilities.

ModSpace has completed major modular building projects and related services for many prestigious clients including Pfizer, Boeing, Eli Lilly, General Motors, Motorola and the U.S. Army. We combine a wealth of major project management expertise with a project management process designed to exceed the expectations of the most demanding clients. We have a documented project process that provides guidelines and requirements for all phases of a project. A satisfied customer is our primary objective. More information is available at www.modspace.com.



Modular Space***Building
Specifications***

❖ <u>Customer:</u>	<i>Town of Lake Park</i>
❖ Salesperson:	Mike Caouette
❖ Building Dimensions:	14' x 66'
❖ # of Modules and Size::	(1) 14' x 66'
❖ Square Feet:	924 sq ft
❖ Construction:	Type V
❖ Use Group:	Business
❖ Code:	140 Palm Beach County
❖ State Seal:	FL

Frame

❖ Type:	Outrigger
❖ Main Beam:	As Required
❖ Hitch:	Removable
❖ Axles:	As required to safely transport modules
❖ Tires:	As required to safely transport modules

Floor

❖ Btm Board:	.040 simplex Paper
❖ Insulation:	R-11 kraft faced
❖ Joists:	2X6 @ 16" O.C.
❖ Decking:	3/4" T & G, U.L. Plywood - single layer
❖ Covering:	1/8" Vinyl tile
❖ Base Trim:	All cove base to be vinyl

Exterior Walls

❖ Studs:	2"X4" Stud grade as required
❖ Sheathing:	As required
❖ Sheathing:	Vapor Barrier - Tyvek or Equal
❖ Insulation:	R-11 Kraft faced
❖ Siding:	Sierra Hardi panel
❖ Trim:	Hardi trim
❖ Skirting:	Hardi-panel to match siding - see option pricing

Interior Walls

Customer Approval _____
Date _____

Modular Space**Building
Specifications**

- ❖ Covering: Woodgrain paneling or 5/8" vinyl covered gypsum
- ❖ Insulation: 3" sound insulation

Roof

- ❖ Rafters: Standard mon pitch truss .
- ❖ Ceiling: Sea spray textured gypsum
- ❖ Ceiling Hgt.: 8'-0" A.F.F.
- ❖ Insulation: R-19 Kraft faced
- ❖ Sheathing: As required
- ❖ Roofing: 45 mil epdm

Exterior Doors

- ❖ Ext. Door: 36 X 80 steel door w/steel jamb
w/(10" x 10") vision panel
- ❖ Hardware: w/ levered key locksets
- ❖ Hardware: deadbolts
- ❖ Hardware: w/ closer hardware
- ❖ Hardware: Weatherstripping /threshold

Interior Doors

- ❖ Int. Door: 36 X 80 pre-finished wood door w/wood frame
- ❖ Hardware: w/ levered locksets

Windows

- ❖ Size: 24" x 54" Vertical sliding windows - 8
- ❖ Frame Finish: Bronze finish
- ❖ Tinting: Bronze
- ❖ Blinds: Horizontal 1" mini blind, pvc

Electrical

- ❖ Load Center: 120/240 V. 1-Phase 60 HZ, 3-Wire, 100 amp
- ❖ Wiring: Copper romex
- ❖ Int. Lights: 48" (2) Tube flourescent w/ diffuser, recessed
- ❖ Ext. Lights: Standard, incandescent porch light

Customer Approval _____
Date _____

Modular Space

***Building
Specifications***

- ❖ Egress Lights: Exit and emergency (battery) lights as required
- ❖ Recepts: 110 volt 15 amp as required
- ❖ Recepts: GFI - 110 volt 15 amp as required
- ❖ Switches: 110 volt 15 amp as required
- ❖ J-Boxes: w/conduit stubbed through floor for future phone & data

Plumbing

- ❖ Plumbing: NO PLUMBING

- ❖ Type: Wall hung package unit sized as required
- ❖ Cool: 3.0 Ton
- ❖ Heat: 10 kw heat strips
- ❖ Supply Duct: Standard fiberglass duct board
- ❖ Supply Diffusers: Standard coiling mount, adjustable
- ❖ Return Duct: Standard fiberglass duct board
- ❖ Return Diffusers: Standard ceiling mount grill
- ❖ Plenum Walls: Partial width of module
- ❖ Thermostat: Programable heat and cool

Customer Approval _____
Date _____

Scope of Work***Modular Space*****General Conditions**

- ❖ Architectural: Foundations - Dry stack block (Not site specific)
- ❖ Architectural: Modspace is providing manufacturer's shop drawings only. Any other drawings and / or tests required are supplied by the customer
- ❖ Permits: Frieght for modules from point of manufacturer to Lake Park Florida
- ❖ Permits: Modspace is not responsible for permit, impact or utility connection fees
- ❖ Permits: Customer obtaining and paying for all necessary permits, fees, licenses and certificate of occupancy with the exeption of transport
- ❖ Permits: Modspace will not furnish any services related to permitting of the site approval including water mgrot. approvals, planning zoning,engineering ,etc.

Site Preparation

- ❖ No site preparation has been quoted
- ❖ Grading/Compaction Assumed soil bearing capacity of 2500 psf by others
- ❖ Grading/Compaction Level grade (+/- 3") within the proposed building envelope by others

Site Utilities

- ❖ No utility manifolding, extensions or connections have been quoted
- ❖ Storm: Storm water management / erosion and sedimentation control is by others
- ❖ Sanitary: Multiple sanitary sewer drops through floor - utility connections to theses drops and extensions finished and installed by others
- ❖ Potable Water: Multiple potable water drops through floor - utility connections to theses drops and extensions finished and installed by others
- ❖ Electrical Single electrical drop through floor - utility connection to this drop and extension finished and installed by others

Site Construction

- ❖ No site construction has been quoted

Building Placement

- ❖ Freight: Frieght of unit(s) from point of manufacture to Lake Park, Florida
- ❖ Staging A staging area located adjacent to the work site being provided
- ❖ Staging: Suitable and acceptable access to the site for the module size(s) to be provided
- ❖ Placement: Placement of module(s) to be accomplished by truck

Customer Approval _____

Date _____

Scope of Work***Modular Space***

- ❖ Placement: Placement of module(s) to be accomplished by equipment provided by others if site is not truck accessible

Building Foundations and Set up

- ❖ Foundations: Modular Space assumes no responsibility for the design and / or installation of the below grade foundations including but not limited to soil bearing capacity, materials, workmanship, construction methods, or the suitability thereof.
- ❖ Footings: Base pads as per typical plan - (Not site specific)
- ❖ Hieght: 36" to 38" from grade to finish floor based on level compacted pad
- ❖ Piers: cmu piers 2 - 3 course high single stack without mortar
- ❖ Anchors: Standard ground anchors which meet the requirements of the engineered drawings.
- ❖ Hitch: Hitches will be removed and stored under modules
- ❖ Tires and axles: Tires and axles to remain on modules

Building Clarifications

- ❖ Scope of work: Attached specifications and scope of work which form a part of this proposal - Modular Space recommends a detailed review of this specification in addition to all other proposals received, to ensure equal comparison.
- ❖ By Others: Note: Others denotes not by Modspace, or its agents, employees and / or subcontractors
- ❖ Clarification: Standard windows and doors not impact resistant
- ❖ Clarification: Customer responsible for hurricane shutters if required

Customer Approval _____
Date _____

Pac-Van, Inc.

www.pacvan.com

Innovative Space Solutions

Pac-Van, Inc. - Orlando, FL
 1850 Saturn Blvd
 Orlando, FL 32837
 Phone No.: (407) 459-4330 / (800) 546-1050
 Fax No.: (407) 459-4340

No. SQ-286050
 Date: 01/29/09
 Page: 1
 Rep: CLAY JENKINS

This Purchase Agreement Personally Created For:

Billing Customer Name:

LAKRE1
 Lake Park Parks & Recreation
 Greg Dowling
 535 park Ave.
 Lake Park, FL 33403

Location:

P.O. #:
 Lake Park Parks & Recreation
 Greg Dowling
 Lake Park, FL 33403

Phone: _____ Fax: _____

Description	One Time Charge	Qty.	Unit Price	Total Price
T & R Custom 14x70 Modular building	Yes	1	36,575.00	36,575.00
Delivery	Yes	1	2,875.00	2,875.00
Set-Up On Dirt**	Yes	1	905.00	905.00
Removal of existing building	Yes	1	2,375.00	2,375.00
Skirting Lattice	Yes	1	2,350.00	2,350.00

The expected delivery date of this agreement is 03/10/09

Included With Your Pac-Van Agreement:

45,080

Superior Customer Service

Nationwide Service From A Local Company

All Pac-Van Mobile Offices are in New or Like New Condition

Your One Stop Source for Mobile Offices, Modular Buildings, Storage Trailers, and Security Containers

This Purchase Agreement is made between Pac-Van, Inc., herein called the Seller, and Lake Park Parks & Recreation herein called the Purchaser, and is subject to the Purchase Agreement Terms and Conditions attached hereto. The Purchaser is responsible for securing any and all building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal, or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.

Sign Here:

Signature: _____	Signature: _____
Printed: _____	Printed: CLAY JENKINS
Title: _____	Title: Sales Specialist, Pac-Van, Inc.
Date: _____	Date: _____

			PAC-VAN, ICN
			ORLANDO, FL
Code:	FBC	Contact:	CLAY JENKINS
Seals:	FL		
Engineering:	RADCO	Serial #:	
Wind Speed:	146	Quote Date:	1/28/2009
Occupancy:	B		
		Quotation #:	PACVAN 14X66 B4737R-1 BS
Box Size:	14X66	Lead Time:	3 WEEKS FROM RETURN SIGN OFF (LAKE PARK)
# of Units	Units	Comments	Description
1			FRAMES
5			Axles per building with new tires (14 ply tires)
1			Detachable Hitch
1			Outrigger Frame
1			Tail Lights on 8' wides only
1	each		14 x 66 Size Trailer 12" I-Beam
1			FLOORS
1			.040 Simplex Bottom Board
1			2 x 6 Joists 16" o.c.
1			3/4" Floor Decking single layer - Advantech
1			R-19 Kraft
924			1/8" Block Tile
1			INTERIOR WALLS
1			R-13 Kraft Exterior Walls
1			2 x 4 x 8' 1/2 VCGYP
1			Load Bearing Supports
1			Interior Standard Moulding
1	each		36 x 80 Prefinished Almond 6-Panel w/Lever
14	LinFt		Partitions
1			ROOFS
1			Seaspray Ceiling Material
1			R-30 Kraft
1			T & R DOES NOT INSTALL ANY TIE DOWN STRAPS
1			NO HURRICANE STRAPS ON UNITS
66	LinFt		Box Mansard Design 40# ROOF LOAD
924	SqFt		Rubber Roof .045 over 7/16" FR Panel "BLACK"
1			PLUMBING
1	each		NONE
1			ELECTRICAL
1			100 amp Sgl.Phase Standard Panel Box
1			Copper Romex
1			Standard Recepts
1			T-8 BULBS & ELECTRONIC BALLAST STD ON ALL LIGHTS
2	each		Exit Sign w/Battery Pack
12	each		4' Double Tube w/Lens (surface mounted)
2	each		Porch Light w/photocell
1	each		Exterior Ground Fault Recept. w/cover
10	each		J-Box w/ 1/2" Floor Stub Out
1			HVAC
66	LinFt		Supply - Ceiling Ducted Fiberglass (R-6 THICK DUCT)
1	each		3.5 ton 10kw
1	each		Return - Open at unit
14	LinFt		Plenum Wall Lined w/Gypsum
1			EXTERIOR DOORS

2	each		36x80 st/st w/lever lock (Hi-Impact) w/closer / painted
1	NOTE		AWNINGS SUPPLIED & INSTALLED BY OTHERS ON SITE
1			
1	each		WINDOWS
8	each		36 X 24 Fixed Interior Glass (static) 42" aff
1			Vertical Sliders 30 x 54 White Frame/Bronze Ins (Hi-Impact)
160	LinFt		SIDING
66	LinFt		Hardipanel Siding "STUCCO" w/1/8" thermoply full wrap
160	LinFt		Hardipanel Mansard (1-1/2" overhang)
1			5/8" Plywood (full wrap)
1	each		SEALS
1			Florida
1			OPTIONS
1			J-BOXES-----
1			12" Perimeter Frame-----
1			Hardipanel skirting materials-----
1			
1			SKIRTING FIGURED ON UNIT BEING SET 36" A.F.G.
1			T & R CUSTOM WILL NOT BE RESPONSIBLE FOR FREIGHT ON OVERHEIGHT BUILDINGS.
			Our quotation is based upon the specifications that you have provided. Any changes or additions to the materials specified on this sheet will be at your expense. This quoted price will be honored for a period of 30 days from the date shown above.

HOMES OF MERIT, INC.
P. O. BOX 1606
BARTOW, FLORIDA 33831
PHONE # 1-800-589-8942
FAX # 863-533-0310

45,819

FACSIMILE TRANSMITTAL SHEET

TO <i>GREG DOWLING</i>	FROM Cliff Pierce
COMPANY <i>LAKE PARK REC.</i>	DATE <i>12-12-08</i>
FAX NUMBER <i>561-881-3340</i>	TOTAL NO. OF PAGES INCLUDING COVER <i>4</i>
PHONE NUMBER	SENDER'S REFERENCE NUMBER
RE:	YOUR REFERENCE NUMBER

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY

3 SPEC SHEETS FOR RECREATION TRAILER -

Larry
Dick ← *ATTN: Cliff*

SALES ORDER

**Homes of Merit
Bartow Division**

ORDER NO	PLANT	SERIAL NO
----------	-------	-----------

BILL TO SOUTH FLORIDA YACHTS LAKE PARK, FL	SHIP TO LAKE PARK PARKS & RECREATION LAKE PARK, FL
PRINT NO CUSTOM PN FRAME ZONE:	ORDER DATE CONF'D DATE
BRAND M7 SERIES	RECD FROM/BY
SIZE 13'4" x 6'6"	P.O. NO
MODEL YEAR 2009	DATE DUE
SPECIAL INSTRUCTIONS	

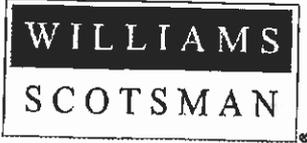
EXTERIOR - 02	FLOORS - 04
Construction: 152 MPH. DARE COUNTY SPEC	Floors:
Flip Floor:	Carpet:
Ducts: OVERHEAD	Carpet Pad:
Insulation: 22-19-22	Roll Goods: 12"x12" TAKE OUT 470
Exterior: HARDBOARD W/ SPACED LOOK 3000	Foyer:
Sheathing: OSB	Fla Rm:
Shutters: NONE	Ceramic:
Shutters Extra: NONE	Ceramic Baths:
Roof: 4/12 PITCH DIMEN. SHINGLES	Travel:
Dormer:	Wood:
Solar Tube:	Add'l Ceramic:

DOORS/WINDOWS/OTHER - 03	ELECTRICAL/PLUMBING - 06
Fla Rm: NA	Electric Service:
Insulated Wdos:	Water Heater:
Std Tinted Wdos:	Water Heater Switch:
Dead Bolt: EACH EXTERIOR DOOR	Extra Conduit:
Mullions: YES	Washer/Dryer:
IMPACT GLASS WINDOWS 4500	Add Recept:
8 FEET FLAT CEILING	CD Stereo:
2"x10" FLOOR JOISTS 8" OC 460	Wire fan:
	Install Fan:
	Phone Jack: (1) 25
	TV Jack:
	Electric Door Chime:
	Extra OS Recept:
	Move Std OS Recept:
	DR/MR Lighting:
	2 EXTERIOR J-BOXES W/SWITCHES 200
	6 DEDICATED WALL RECEPTS 300

INTERIOR DOORS/WALLS - 05	INTERIOR DOORS/WALLS (cont.)
Fireplace:	

ORDER NO	PLANT	SERIAL NO	PAGE NO
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T&T DESIGNS - 13	T&T DESIGNS - 13																		
Build for T&T:																			
Build for T&T:																			
MISCELLANEOUS - 14	MISCELLANEOUS - 14																		
FINANCIAL	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="790 1668 1560 1736">TOTALS</th> </tr> </thead> <tbody> <tr> <td data-bbox="790 1736 1380 1769">SUBTOTAL</td> <td data-bbox="1380 1736 1560 1780">8955</td> </tr> <tr> <td data-bbox="790 1769 1380 1803">BASE PRICE</td> <td data-bbox="1380 1769 1560 1814">33,250</td> </tr> <tr> <td data-bbox="790 1803 1380 1836">LUMBER SURCHARGE</td> <td data-bbox="1380 1803 1560 1848">1290</td> </tr> <tr> <td data-bbox="790 1836 1380 1870">ENGINEERING</td> <td data-bbox="1380 1836 1560 1881">1800</td> </tr> <tr> <td data-bbox="790 1870 1380 1904">FREIGHT</td> <td data-bbox="1380 1870 1560 1915">1524</td> </tr> <tr> <td data-bbox="790 1904 1380 1937">UNIT COST</td> <td data-bbox="1380 1904 1560 1948">45,819</td> </tr> <tr> <td data-bbox="790 1937 1380 1971">ADVANCED PAYMENT</td> <td></td> </tr> <tr> <td data-bbox="790 1971 1380 2004">BALANCE DUE</td> <td></td> </tr> </tbody> </table>	TOTALS		SUBTOTAL	8955	BASE PRICE	33,250	LUMBER SURCHARGE	1290	ENGINEERING	1800	FREIGHT	1524	UNIT COST	45,819	ADVANCED PAYMENT		BALANCE DUE	
TOTALS																			
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UNIT COST	45,819																		
ADVANCED PAYMENT																			
BALANCE DUE																			



Mobile Offices • Storage Products
And More

WILLIAMS SCOTSMAN, INC.
1400 N.W. 209th Avenue
Pembroke Pines, FL 33029
Phone: 954-450-9222
Fax: 954-450-9727
Toll free: 800-782-1500
Ken Dorsch, Sr. Sales Representative
kedorsch@willscot.com

QUOTATION NO. 1565470-2		
<u>CUSTOMER</u> Greg Dowling Town of Lake Park 535 Park Ave Lake Park, FL 33403 PHONE: (561)881-3338	<u>SHIP TO</u> Town of Lake Park 7th street Lake Park, FL 33403 FAX: (561)881-3340	<u>QUOTE DATE</u> October 16, 2008 <u>QUOTE EXPIRATION</u> November 15, 2008 E-MAIL: gdowling@lakeparkflorida.gov

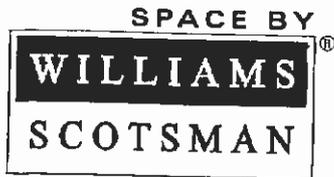
UNIT DESCRIPTION & PRICING			
70 x 14 Mobile Office (66x 14 box size) Serial Number: NEWUNIT			
SALES PRICE:	\$40,925.00	DELIVERY FREIGHT:	\$2,500.00
			BLOCK, LEVEL & TIEDOWN:
			\$955.00

OPTIONS & COMMENTS	
<u>OPTION(S):</u>	
<input type="checkbox"/>	Removal and disposal of unit @ \$2,100.00
<input type="checkbox"/>	Ramp installation/Tiedown @ \$350.00
<u>CLARIFICATION(S)::</u>	
1.	Williams Scotsman is not responsible for the additional costs associated with unit(s), ramps, or steps that are set-up on unlevel surfaces. In the event of a hurricane WARNING, customers are responsible for window and door protection.
<u>COMMENT(S):</u>	
>	Williams Scotsman is not responsible for changes to local, State or Federal building codes. Customer is responsible for obtaining building permits unless otherwise agreed to by Williams Scotsman.
** PERMITS, SITE PREP AND UTILITIES CONNECTIONS ARE NOT INCLUDED	
IMPACT WINDOWS ARE INCLUDED **	
ESTIMATED TAX ON INITIAL INVOICE: Personal Property Tax: \$.00 Sales Tax: \$2,708.80	

Customer hereby agrees to the above quoted prices and specifications. Customer further authorized Williams Scotsman to make appropriate arrangements for the delivery of the above described Equipment. Upon delivery, and until a subsequent Sales Agreement is executed by Williams Scotsman (as Seller) and Customer (as Buyer), the Standard Williams Scotsman Sales Terms and Conditions, which are incorporated by reference herein, will govern this transaction. A deposit may be required based upon customer's credit rating and history with Williams Scotsman, Inc.

CUSTOMER:	BY:	TITLE:	DATE:
Town of Lake Park			

The items described above comprise the Equipment which the Customer desires to buy from Williams Scotsman. All equipment is subject to availability. Physical Damage and Commercial Liability Insurance coverage are required beginning on the date of the Equipment's Delivery. In addition to the above quoted prices, customer shall also pay to Williams Scotsman any local, state or provincial, federal and/or personal property tax or fees related to the equipment or its use. (If taxes and/or fees are quoted above, they are subject to change.) Payment terms are pending credit approval. Permits, footings, steps, site preparation, electrical, and plumbing connections are not included in the quoted price unless specifically stated.



WILLIAMS SCOTSMAN, INC.
1400 N.W. 209th Avenue
Pembroke Pines, FL 33029
Phone: 954-450-9222
Fax: 954-450-9727
Toll free: 800-782-1500

January 29, 2009

Greg Dowling
Town of Lake Park
535 Park Ave
Lake Park, FL 33403

Dear Greg Dowling,

I am pleased to enclose a confirmation of the prices we discussed. These prices do not include local, state, or federal taxes.

If this proposal is satisfactory, please sign the quote and return it to me so that I can schedule delivery of your unit.

Thank you for considering Williams Scotsman. If you have any questions, please call me.

Sincerely,

Ken Dorsch
Sr. Sales Representative
954-450-9222 Ext 41723
kedorsch@willscot.com

KD/SFA

\$54,454



SATELLITE SHELTERS, INC.

Orlando
37 North Orange Avenue Suite 500
Orlando, FL 32801
Phone: 352-459-8636
Fax: 407-479-3422
www.satelliteco.com

Project

Deliver and Install (1) 14' x 66'

Prepared For: Greg Dowling
Director of Parks and Recreation
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Phone: 561-881-3338
Fax:

Prepared By: Jimmy Kelley
Business Development Manager
jimmyk@satelliteco.com

Proposal Contents: Cover Letter
Proposal Pricing
Delineation of Responsibilities

* 2090 less 14
MPH at 140.

Satellite Shelters, Inc. wants to earn your business!
A perfect outcome is an on-time and on-budget product and process that pleases you.

Proposal Summary

SATELLITE SHELTERS, INC.

CUSTOMER CONTACT INFORMATION

Contact Name Greg Dowling
Company Name Town of Lake Park
Address 535 Park Avenue
City, State ZIP Lake Park, FL 33403
Main 561-881-3338
Mobile 561-881-3340
Fax
E-Mail

SATELLITE SHELTERS CONTACT INFORMATION

Jimmy Kelley
jimmyk@satelliteco.com
 Orlando
 37 North Orange Avenue Suite 500
 Orlando, FL 32801
 352-459-8636
 407-479-3422
www.satelliteco.com

PROJECT INFORMATION

Work Scope Deliver and Install (1) 14' x 66'
Project Name Town of Lake Park
Address 535 Park Avenue
City, State ZIP Lake Park, FL 33403

Project County Palm Beach
Proposal Date 10/22/08
Plan Date

BASE PRICING DETAIL

SALE OPTION	PRICE	LEASE OPTIONS				
		Term	Finance Lease		Operating Lease	
Monthly Payment						
		\$1 Option	10% Option	Building	One-Time	Total
MODULAR BUILDING(S)	\$45,780					
ALL ITEMS BELOW THIS POINT ARE ONE-TIME ACTIVITIES						
BUILDING INSTALLATION	\$8,675					
GENERAL CONDITIONS	NIC					
CONCRETE & MASONRY	NIC					
UTILITIES	NIC					
EXTERIOR FINISHES	NIC					
EARTHWORK & LANDSCAPING	NIC					
DISMANTLE	NIC					
MISCELLANEOUS	NIC					

Total Base Price \$54,454

LEASE DEFINITIONS

* Finance Lease: customer owns the unit for a defined value (\$1 or 10%) at the completion of all lease payments.
 ** Operating Lease: customer has three options at the completion of all lease payments: 1.) Purchase unit at Fair Market Value. 2.) Renegotiate lease. 3.) Return to Lessor's nearest location. Customer responsible for dismantle & return freight costs unless otherwise specified.

PROPOSAL TERMS

All quoted prices subject to applicable taxes and credit approval.
 Quote based on mutual acceptance and documentation exchange.
 Quote provided is valid for 30 days from estimate date. All pricing based on non-union labor at non-prevailing wage.
 Required down payment determined upon credit approval.
 Proposals that include "used" buildings and/or other equipment are subject to availability.
 This proposal based solely on Specifications and Delineation of Responsibility (attached). Any additional requirements are responsibility of the Customer.
 Any changes or directives to the enclosed scope of work by local jurisdiction, utility companies, or other parties shall result in a change order.

We value your business. Thank you for considering Satellite Shelters, Inc.

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Proposal Pricing Detail

SATELLITE SHELTERS, INC.

PROJECT INFORMATION

Project Name Town of Lake Park
 Project Address 535 Park Avenue
 City, State ZIP Lake Park, FL 33403

Project County Palm Beach
 Proposal Date 10/22/08
 Plan Date

BASE PRICING DETAIL

DESCRIPTION	BASE PRICE	NOTES
MODULAR BUILDING(S)		
Enter Building #1 Description	\$45,780	SUBTOTAL: MODULAR BUILDINGS
	\$45,780	
ALL ITEMS BELOW THIS POINT ARE ONE-TIME ACTIVITIES		
BUILDING INSTALLATION		
Freight	\$8,675	SUBTOTAL: BUILDING INSTALLATION
Set, Seam, & Seal	\$2,892	
Decks, Steps, Ramps	\$3,614	Dry Stack CMU Foundation
	\$2,169	P.T. Lumber
GENERAL CONDITIONS		
	NIC	SUBTOTAL: GENERAL CONDITIONS
CONCRETE & MASONRY		
	NIC	SUBTOTAL: CONCRETE & MASONRY
UTILITIES		
	NIC	SUBTOTAL: UTILITIES
EXTERIOR FINISHES		
	NIC	SUBTOTAL: EXTERIOR FINISHES
EARTHWORK & LANDSCAPING		
	NIC	SUBTOTAL: EARTHWORK & LANDSCAPING
DISMANTLE		
	NIC	SUBTOTAL: DISMANTLE
MISCELLANEOUS		
	NIC	SUBTOTAL: MISCELLANEOUS
Total Base Price	\$54,454	

Options Pricing Detail

SATELLITE SHELTERS, INC.

PROJECT INFORMATION

Project Name Town of Lake Park
Project Address 535 Park Avenue
City, State ZIP Lake Park, FL 33403

Project County Palm Beach
Proposal Date 10/22/08
Plan Date

OPTIONS PRICING DETAIL

DESCRIPTION	OPTION PRICE	NOTES
MODULAR BUILDING(S)	NIC	SUBTOTAL: MODULAR BUILDING(S)
ALL ITEMS BELOW THIS POINT ARE ONE-TIME ACTIVITIES		
BUILDING INSTALLATION	NIC	SUBTOTAL: BUILDING INSTALLATION
GENERAL CONDITIONS	NIC	SUBTOTAL: GENERAL CONDITIONS
CONCRETE & MASONRY	NIC	SUBTOTAL: CONCRETE & MASONRY
UTILITIES	NIC	SUBTOTAL: UTILITIES
EXTERIOR FINISHES	NIC	SUBTOTAL: EXTERIOR FINISHES
EARTHWORK & LANDSCAPING	NIC	SUBTOTAL: EARTHWORK & LANDSCAPING
DISMANTLE	NIC	SUBTOTAL: DISMANTLE
MISCELLANEOUS	NIC	SUBTOTAL: MISCELLANEOUS

Total Options Price

TAB 6

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

Meeting Date: Feb. 4, 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

CONSENT AGENDA

Other: _____

SUBJECT: Charter Amendment Requiring Primary Residency for the Duration of Elected Office and Increasing the Town Manager's Minimum Years of Experience Requirements.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Debra Davis* Date: 1/15/09

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: Staff is recommending an amendment to Article IV, Section 4 of the Town Charter which would provide that a vacancy in an elective office occurs in instances where the Mayor, or a Commissioner does not maintain his or her

primary residence in the Town of Lake Park. Currently, this section of the Charter only provides for a vacancy in an elective office in the case of the death, disability, resignation, or removal of the Mayor or a Commissioner.

Additionally Article VI, Section 1 of the Charter provides for the Town Manager to have two years experience as a full-time employee in Public Administration. Staff recommends that this provision be amended to require five years of Public Administration experience at the Administrative level. Lastly Staff recommends that language allowing the Town Commission to designate the Mayor or a commissioner to act in the capacity of Interim Town Manager be stricken.

ORDINANCE NO. 02-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER AT ARTICLE IV, SECTION 4, ENTITLED "FILLING A VACANCY ON THE COMMISSION" TO ADDRESS THE FILLING OF VACANCIES ON THE TOWN COMMISSION CREATED WHEN A SITTING MAYOR OR COMMISSIONER CEASES TO REMAIN A LEGAL RESIDENT OF THE TOWN DURING THE TERM OF OFFICE; PROVIDING FOR THE AMENDMENT OF ARTICLE VI, SECTION 1, ENTITLED "QUALIFICATIONS OF TOWN MANAGER" TO INCREASE THE MINIMUM LEVEL OF EXPERIENCE FOR THE OFFICE OF TOWN MANAGER FROM TWO YEARS TO NOT LESS THAN FIVE YEARS IN PUBLIC ADMINISTRATION AT THE ADMINISTRATIVE LEVEL; PROVIDING FOR THE AMENDMENT OF ARTICLE VI, SECTION 1 TO REMOVE A PROVISION WHICH ALLOWS THE COMMISSION TO DESIGNATE THE MAYOR OR A COMMISSIONER TO EXECUTE THE FUNCTIONS OF TOWN MANAGER DURING THE TOWN MANAGER'S REMOVAL, ABSENCE OR DISABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to the operation of the Town under a Town Commission-Town Manager form of government, and qualification pre-requisites for the position of Town Manager, which have been codified in the Town Charter in Article IV, Section 4, and also Article VI, Section 1; and

WHEREAS, both Section 166.021(4) and Section 166.031, Fla. Stat. (2007), set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, and which

charters have not been subsequently readopted; and

WHEREAS, pursuant to the provisions of Section 166.021(4), Fla. Stat. (2007), amendments to municipal charter provisions which were adopted prior to July 1, 1973, such as the Town's Charter, may be made by ordinance if the proposed changes do not affect the basic organizational and administrative structure of the municipal government, and if the proposed changes do not fall within any of the statutorily excluded areas which expressly require a referendum in order to adopt the proposed charter amendment; and

WHEREAS, the Town Manager has recommended to the Town Commission that Article IV, Section 4 of the Town Charter be amended to expressly provide for the filling of vacancies in the Town Commission which may be created if a sitting Mayor or Commissioner ceases to remain a bona fide resident of the Town of Lake Park, Florida during the remainder of his or her term of office as a Mayor or Commissioner for the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that Article VI, Section 1 of the Town Charter be amended to increase the minimum number of years of experience necessary to qualify for the position of Town Manager from the current two (2) years as currently provided in Article VI, Section 1 of the Charter, to not less than five (5) years of experience; and

WHEREAS, the Town Manager has recommended to the Town Commission that Article VI, Section 1 be amended to remove a provision which allows the Commission to designate the Mayor or a member of the Commission to execute the functions of Town Manager during the Town Manager's removal, absence or disability; and

WHEREAS, these proposed Charter amendments may be effectuated through the adoption

of an Ordinance amending these Sections of the Charter, and without the need for a referendum pursuant to Section 166.021(4), Fla. Stat. (2007); and

WHEREAS, the Town Commission has reviewed the recommendations of the Town Manager, and has determined that adopting an Ordinance amending Article IV, Section 4 and Article VI, Section 1 of the Town Charter, is necessary to further the public health, safety, and general welfare.

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. The municipal Charter for the Town of Lake Park, Article IV, Section 4 entitled "Filling a vacancy on the Commission" is hereby amended to read as follows:

Section 4. Filling of vacancy on commission.

In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy shall on the Town Commission shall exist, and such vacancy shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission, until an election can be held to fill such vacancy. The ~~Such~~ election to fill the vacancy on the Commission shall be held within sixty (60) calendar days after the date of the death, disability, resignation, or removal of the said Mayor or Commissioner, or the change of legal residency of a Commissioner or the Mayor to a location outside the corporate limits of the Town, unless a general election of the Town of Lake Park is to be shall be held within ninety (90) calendar days thereafter, whereupon such election may be combined with the said general election. No person specially appointed to fill the such vacancy may be a candidate for the office to which he is appointed in the next following election to fill that office.

Section 3. The Municipal Charter of the Town of Lake Park Article VI, Section 1 entitled "Qualifications of Town Manager" is hereby amended to read as follows:

Section 1. Qualifications of town manager.

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the laws of the Town as enacted by the Town Commission and under the general supervision of the Town Commission. The Town Manager shall be properly qualified, or the minimum qualifications being that he is a college graduate or his experience, training, and education equivalent to that of a college graduate as determined by the members of the Town Commission and that he has ~~had~~ at least ~~two (2) years~~ five (5) years experience as a full-time employee in Public Administration at the Administrative level. Before the appointment of a new Town Manager or during the absence or disability of the Town Manager, the Town Commission may designate as an acting or interim Town Manager, any person which the Commission deems sufficiently qualified and competent to temporarily execute the functions of the office of Town Manager, however such person need not possess the afore-stated minimum qualifications for the full time position of Town Manager. ~~any competent person, including the Mayor-Commissioner or any other member of the Commission~~

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

TAB 7

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: February 4, 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

CONSENT AGENDA

Other:

SUBJECT: Text amendment to amend Chapter 70 Signs, deleting Section 70-61 (d) except for reference to go to Section 78-253 (j) and amending Chapter 78, deleting Section 78-253 (c) (9) and adding Section 78-253 (j) Sight Visibility Triangles.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager

W. Davis

Date:

1/30/09

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>JOB</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>W</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>W 1/27/09</i> or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Amendments to Section 70 Signs to remove standards for Visibility Triangles and modify the language and move it to Section 78-253 in the landscaping section. The two sections contradicted each other and needed to be corrected and unified under one section. The reference in the signage section will be removed except for a reference to "refer to Section 78-253 (j)". The main standards for visibility triangles will now appear in the landscaping section. In addition, the sight triangle is being shortened to require 20 ft rather than 25 ft sides. The point of origin for the triangle is being changed so that the 20 ft measurement is taken from the edge of the road pavement rather than the sidewalk. Please see staff report for further information.

Town of Lake Park Community Development Department



Meeting Date: February 4, 2009
Memo Date: January 28, 2009

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Visibility Triangle Ordinance change

It has recently come to my attention that requirements for visibility triangles in the signage section and in the landscaping section contradict each other in the Code. This ordinance will correct that problem.

Pedestrians and motorists passing through traffic intersections must see clearly around corners to avoid collisions. The ability to see can be obstructed by structures and landscaping. A visibility triangle requires that certain areas of the private property and Town right of way be maintained clear of visibility/sight obstructions. The visibility triangle is a geometric area at road and driveway intersections that provide for a clear view of intersecting streets and sidewalks to a motorist. The requirements further call for clear visibility vertically between 2 feet and 10 feet. To further clarify, hedging can't grow higher than 2 feet and trees can't hang lower than 10 feet.

Our present code requires 25 foot visibility triangles for streets and driveways measured from the public right of way. This means the intersection of the triangle must be measured starting from the sidewalk. The setback for buildings is generally 25 feet from the public right of way. The end result is that most of the front yard will have to be clear of hedging above 3 feet.

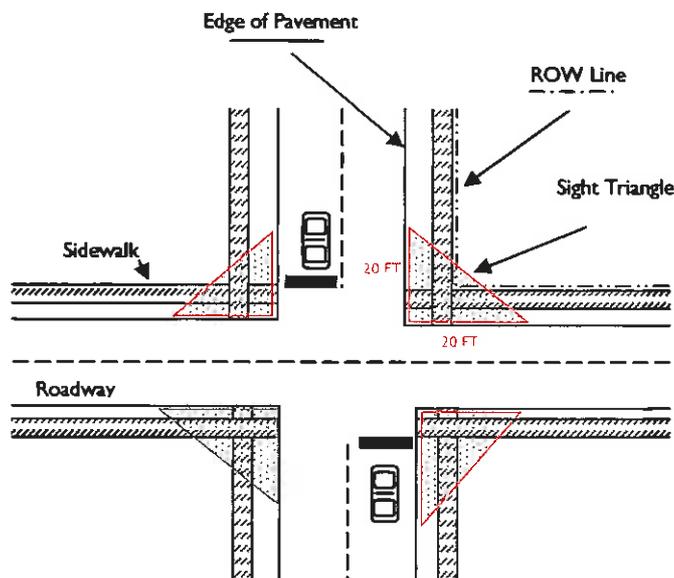
The contradiction I mentioned earlier is with the landscaping section of the code which only requires a 5 foot setback for hedging which is inconsistent with the 25 foot visibility requirements in the Signage section.

To correct the discrepancies and still provide for a reasonable sight clearance I am suggesting visibility requirements that form the triangle starting at the edge of pavement rather than the edge of the right of way. This moves the triangle mostly off the private lot yet still allows for sufficient visibility for cars approaching intersections. The length of the sides of the triangle would be 20 feet.

I am also recommending that the driveway visibility triangle remain as it is today which requires a zone that is 5 feet deep and 15 feet lengthwise. As for the vertical zone I am recommending 3 feet and 8 feet. The driveway standard will impact numerous existing hedges in the Town. I have attached pictures of hedges that do not meet the present code and have placed a mask over the area that should be cut out. By cutting the hedge back to a 36" height a driver exiting the driveway will be able to see oncoming pedestrians before the car is across the sidewalk. Staff recommends maintaining this standard.

Other communities have standards that vary from 15 feet to 25 feet. FDOT requires a minimum of 14.5 feet from the edge of pavement for minor roadways. I measured numerous intersections in the community and as a result I recommend we use 20 feet as the standard.

Road, Street, & Alleyway Visibility Triangle



Visibility Triangle –Visibility triangles shall be created and maintained at the intersection of any street, roadway, or alleyway. Two sides of the triangle shall extend adjacent to the edge of pavement for 20 feet measured from the point of intersection or the point of intersection established when the lines are extended in a straight line so as to intersect. The third side of this triangle shall be a line connecting the ends of the other two sides.

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

ORDINANCE NO. 03-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTERS 70 AND 78 OF THE TOWN CODE TO RELOCATE THE REGULATIONS GOVERNING "SIGHT VISIBILITY TRIANGLES" FROM SECTION 70-61 TO SECTION 78-253; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has a comprehensive sign code which has been codified in the Town's Code of Ordinances, Chapter 70, Articles I through IV, and Sections 70-1 through 70-108; and

WHEREAS, the Town Commission has enacted Land Development Regulations governing landscaping at Article VIII of Chapter 78, entitled "Landscaping and Vegetation Protection"; and

WHEREAS, Town staff has recommended that the Town Commission amend Town Code, Chapter 70, Article III, Section 70-61 to delete the reference of "visibility triangles" from this section of the Code and place it in Article XIII, Section 78-253 (c)(9) of Chapter 78 of the Town Code; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the best interest of the public's health, safety and general welfare to relocate the regulations of the Town Code governing "visibility triangles".

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Chapter 70, Article III, Section 70-61 of the Town Code is hereby amended to read as follows:

ARTICLE III. CONSTRUCTION AND ERECTION OF SIGNS.

Sec. 70-61. General provisions.

(a) All signs shall be constructed and erected in accordance with the standards and requirements of this article.

(b) Every sign shall be designed and constructed to withstand a wind pressure of not less than 50 pounds per square foot. The increase in stresses for short term loading shall not be applied to cantilevered projections, or where vibration or fluttering action can be anticipated.

(c) Letters, decorations and facings of signs shall be constructed of durable noncombustible materials as approved by the authority having jurisdiction.

~~(d) Visibility Triangles. Refer to Section 78-253 (j). At any road intersections, visibility shall not be obscured by the construction, placement or maintenance of a structure wall, sign, fence, bench, berm, plant material, shrubs or any similar item. In order to provide a clear view of intersecting streets to the motorist, there shall be an area of clear visibility on the triangular portion of private property closest to two intersecting streets or the intersection of a driveway and a street. The following standards shall be met:~~

~~(1) Nothing shall be erected, placed, parked, planted or allowed to grow within this "clear visibility triangle" in such a manner as to materially impede vision between a height of two feet and ten feet above the grade, measured at the centerline of the intersection.~~

~~(2) The clear visibility triangle shall have two sides of not less than 25 feet in length with each side adjacent to the public right of way line. The third side shall consist of a line connecting the foregoing two sides.~~

SECTION 3. Article VIII " of Chapter 78 of the Town Code entitled

"Landscaping and Vegetation Protection" is amended as follows:

ARTICLE VIII. LANDSCAPING AND VEGETATION PROTECTION*

Sec. 78-253. Minimum landscape requirements.

(c) *Parking areas.*

~~(9) When a point of ingress or egress (driveway) intersects a public right-of-way or when the subject property abuts the intersection of two or more public rights of way, all landscaping within the areas described in subsections (a) and (b) of this section shall allow cross visibility between 30 inches above the established grade and six feet above the established grade; however, trees or palms shall be permitted, provided they are trimmed so as to allow visibility at the levels indicated in above, provided they are located so as not to create a traffic hazard.~~

~~a. The area of property on both sides of a driveway formed by the intersection of each side of the driveway and the public right-of-way line for a distance of 15 feet in length and five feet in width along the public right-of-way.~~

~~b. The area of property located at a corner formed by the intersection of two or more public rights-of-way with two sides of the triangular area being 20 feet in length along the abutting public rights-of-way measured from their point of intersection and the third side being a line connecting the ends of the other two lines.~~

Visibility Triangles. At any road intersections or where a point of ingress or egress (driveway) intersects a public right of way, visibility shall not be obscured by the construction, placement or maintenance of a structure wall, sign, fence, bench, berm, plant material, shrubs or any similar item. In order to provide a clear view of intersecting streets and sidewalks to the motorist, there shall be an area of clear visibility on the triangular portion of private property closest to two intersecting streets or the intersection of a driveway and a street or sidewalk. The following standards shall be met:

(a) Nothing shall be erected, placed, parked, planted or allowed to grow within this "clear visibility triangle" in such a manner as to materially impede vision between a height of two 3 feet and ten 8 feet above the grade, measured at the centerline of the intersection. However, trees or palms shall be permitted provided they are trimmed so as to allow visibility at the levels indicated above and provided they are located so as not to create a traffic hazard.

(b) Clear visibility triangles shall be created and maintained at the intersection of any street, roadway, alleyway or sidewalk according to the following standards:

a. For roads, streets, and alleyways that intersect with a road, two sides of the triangle shall extend adjacent to the edge of pavement for 20 feet measured from the point of intersection or the point of intersection established when the lines are extended in a straight

line so as to intersect. The third side of this triangle shall be a line connecting the ends of the other two sides. (See Figure 78-253-1)

b. For driveways that intersect with sidewalks, The area of property on both sides of a driveway formed by the intersection of each side of the driveway and the public right-of-way line for a distance of 15 feet in length and 5 feet in width along the public right-of-way. (See Figure 78-253-2)

(c) Alternative visibility triangles. Alternative visibility triangles approved by the Community Development Director or Director of Public Works may be allowed in individual cases if they are deemed to ensure adequate traffic safety. If alternative visibility triangles are required, they shall result in traffic safety equivalent or superior to the minimum requirements of this subsection.

Section 4. Severability.

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

Section 5. Codification.

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

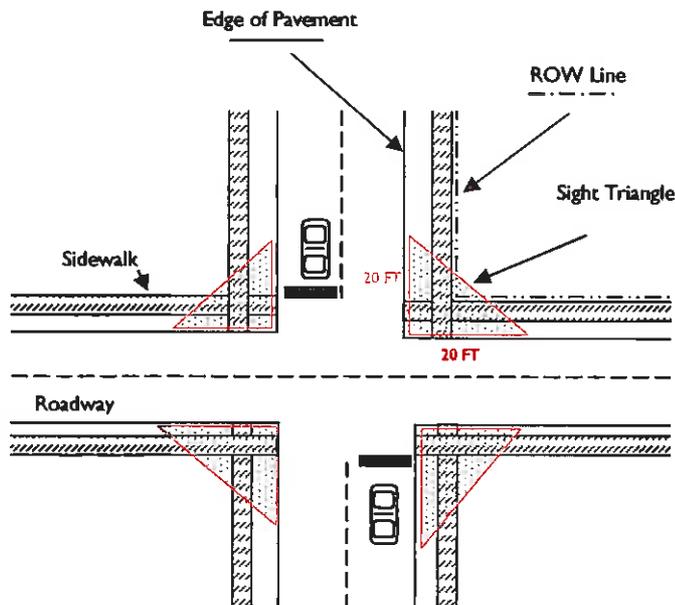
Section 6. Repeal of Laws in Conflict.

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

Section 7. Effective Date.

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

Road, Street, & Alleyway Visibility Triangle



Visibility Triangle –Visibility triangles shall be created and maintained at the intersection of any street, roadway, or alleyway. Two sides of the triangle shall extend adjacent to the edge of pavement for 20 feet measured from the point of intersection or the point of intersection established when the lines are extended in a straight line so as to intersect. The third side of this triangle shall be a line connecting the ends of the other two sides.

Figure 78-253-1. Road, Street and Alleyway Visibility Triangle

Driveway Visibility Triangle

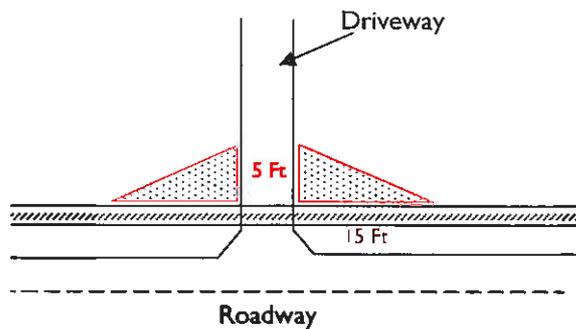


Figure 78-253-2. Driveway Visibility Triangle



















TAB 8

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

Meeting Date: February 4, 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

CONSENT AGENDA

Other:

SUBJECT: Deleting redundant landscaping standards in Chapter 2 Administration; amending Chapter 34 Entitled Vegetation providing for regulations and standards to regulate tree planting, maintenance, removal and protection and amending the regulations for planting in the swales.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager

W. Davis

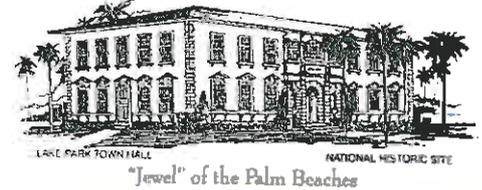
Date:

1/30/09

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>W</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>W</i> OR Not applicable in this case _____: Please initial one. <i>1/30/09</i>

Summary Explanation/Background: In 2006 the Town adopted a swale area tree planting ordinance which turned out to be too restrictive and unmanageable. This ordinance changes the standards for planting trees in the swales by allowing a broader range of trees that can be planted and eliminates the recording of a tree inventory. In addition this ordinance addresses tree planting in all public areas of the Town. The intent is to regulate the planting, maintenance, removal and protection of trees in the community.

Town of Lake Park Community Development Department



Meeting Date: February 4, 2009
Memo Date: January 30, 2009

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Tree planting and Maintenance

The following changes have been made to the tree planting regulations in the code:

- There are four sections in Chapter 2 that are redundant and are addressed, if necessary, in the Vegetation Chapter. Therefore, these sections are proposed to be deleted.

The following **significant** changes have been made regarding the planting, maintenance, removal and protection of trees in the Town:

- Sec. 34-1 An intent statement has been added to set the tone for the Article
- Sec. 34-2 Definitions have been added
- Sec. 34-3 Clarifies that private property owners can plant in the swale even though the Town also has the right to plant and maintain, etc.
- Sec. 34-7 Detailed pruning standards have been added
- Sec. 34-9 this section requires a permit to be obtained for the removal of specimen and protected trees. The section provides a list of nuisance trees. It provides for the application process and fees. This section concludes with regulations for preservation, protection and relocation of specimen and protected trees. A specimen tree is any tree with a caliper of 12 inches or more (excluding nuisance trees). A protected tree is a Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, or Mahogany. This section also provides for a contribution to the Town tree fund if a specimen or protected tree has to be removed and can't be replaced.
- Sec. 34-11 This was the swale section adopted in 2006 and is being amended to provide for a larger variety of trees.
 - The first section provides for the property owner to be liable for any injuries or damages which result from the owners planting or maintenance, etc. No change recommended.
 - The next section lists the allowable permitted improvements in the swale including the dome-shaped buttons. No change recommended.
 - Section 3 requires a permit to plant and allows for removal if a permit is not obtained. Failure to get a permit prior to planting will result in triple fee charge to obtain an after the fact permit. No change recommended.
 - Section (e) clarifies that trees that the owner is responsible for uprooting of sidewalks only if the tree is on private property.
 - Section 5 deletes the list of allowable trees as it has been replaced by allowing any tree that is not a nuisance tree.
 - Section 6 now simply allows for existing trees in the swale to remain as long as they meet the requirements of this chapter. All other plantings will be required to be removed. We have deleted the requirement for property owners to obtain a swale area permit for existing plantings. It was found to be an unmanageable requirement.
 - Section 7 requires the Town to replace any trees that the Town removes from the swales for ordinary maintenance.

Patrick Sullivan, AICP, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

- Section 8 is new and allows for commercial properties to fulfill their landscape requirements by being able to plant trees in the swale when they don't have room on their property to meet the standards.
- Sec. 34-12 This requires the abutting property owner to maintain the swale area including maintenance of the trees. Tree removal from the swales will be the responsibility of the Town.
- Sec. 34-13 This new section prohibits tree abuse and is self explanatory.
- Sec. 34-14 Provides for plantings on Town property including the swales to be the sole and exclusive right of the Town with an exception to allow property owners to plant trees in their abutting swales as long as they have the prior approval of the Town.
- Sec. 34-15 A new section that allows for emergency removal of trees.

ORDINANCE NO.: 04-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DELETING SECTION 2-187 THROUGH SECTION 2-190 PERTAINING TO STREET TREE SPECIFICATIONS; AMENDING CHAPTER 34 ENTITLED "VEGETATION", ARTICLE I; AMENDING SECTIONS 3-1 PREVIOUSLY ENTITLED "PUBLIC TREE CARE" NOW ENTITLED "INTENT"; AMENDING SECTION 34-2 PREVIOUSLY ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY—REPLACEMENT BY ANOTHER" NOW ENTITLED "DEFINITIONS"; AMENDING SECTION 34-3 PREVIOUSLY ENTITLED "SAME—PLANTING" NOW ENTITLED "PUBLIC TREE CARE"; AMENDING 34-4 PREVIOUSLY ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS" NOW ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY – REPLACEMENT BY ANOTHER TREE OR BUSH"; AMENDING SECTION 35-5 PREVIOUSLY ENTITLED "PLANTS PROHIBITED ON TOWN PROPERTY" NOW ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS"; AMENDING SECTION 34-6 ENTITLED TREE TOPPING"; AMENDING SECTION 34-7 ENTITLED "PRUNING, CORNER CLEARANCE"; AMENDING SECTION 34-8 ENTITLED "DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY"; AMENDING SECTION 34-9 PREVIOUSLY ENTITLED "ARBORISTS LICENSE AND BOND" NOW ENTITLED "TREE REMOVAL STANDARDS"; AMENDING SECTION 34-10 PREVIOUSLY ENTITLED "REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES" NOW ENTITLED "ARBORISTS LICENSE AND BOND"; AMENDING SECTION 34-11 PREVIOUSLY ENTITLED "MAINTENANCE OF TOWN SWALE AREAS" NOW ENTITLED REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES AND OTHER TOWN OWNED OR CONTROLLED PROPERTY OR RIGHTS OF WAY"; CREATING SECTION 34-12 ENTITLED "MAINTENANCE OF TOWN SWALE AREAS"; CREATING SECTION 34-13 ENTITLED "TREE ABUSE PROHIBITED"; CREATING SECTION 34-14 ENTITLED "PUBLIC PROPERTY PLANTING AND MAINTENANCE STANDARDS"; CREATING SECTION 34-15 ENTITLED "EMERGENCY PROVISIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

43 **WHEREAS**, the Town Commission has adopted general provisions pertaining to vegetation
44 and tree plantings and other improvements in swale areas within the Town which have been codified
45 in Chapter 34 of the Code of Ordinances of the Town of Lake Park; and

46 **WHEREAS**, Town staff has recommended to the Town Commission to amend Chapter 34,
47 to provide for guidelines, controls, and standards for the planting, maintenance, removal and
48 protection of trees within the Town of Lake Park; and

49 **WHEREAS**, Town staff has recommended to the Town Commission to delete in Chapter 2
50 redundant sections 2-187, 2-188, 2-189, and 2-190 which are properly included in Chapter 34; and

51 **WHEREAS**, the amendments to Code Section 34, would preserve and protect the Town's
52 trees in general, and provide for clear standards for planting, maintaining, removing and preserving
53 trees, and preserve and enhance property values within the Town, generally; and

54 **WHEREAS**, the Town Commission, after due notice and public hearings, deems it to be in
55 the interest of the public health, safety and general welfare to amend the Town's Code to provide for
56 such additional regulations and procedures; and

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

59 **Section 1.** The whereas clauses are hereby incorporated as true and correct findings of
60 fact of the Town Commission.

61 **Section 2.** Chapter 2 Article IV, Section 2-187; 2-188; 2-189; 2-190 of the Code of
62 Ordinances of Town of Lake Park, Florida is hereby created to read as follows:

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64 **Chapter 2 ADMINISTRATION**
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66 **ARTICLE IV. BOARDS, COMMISSIONS AND COMMITTEES**

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DIVISION 3. TREE BOARD

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~~**Sec. 2-187. Street tree species to be planted.**~~

~~The official list of street tree species for the town shall be adopted by resolution of the town commission, after receipt and consideration of the recommendations of the board. Such list may be amended periodically by resolution of the town commission.~~

~~(Ord. No. 3-1991, § 6, 2-6-1991; Ord. No. 7-1991, § 1, 4-3-1991; Ord. No. 18-1991, § 4, 11-20-1991; Code 1978, § 31-31)~~

~~**Sec. 2-188. Spacing.**~~

~~The spacing of street trees will be in accordance with the three species classes listed in section 2-187, and no trees may be planted closer together than the following: small trees, 30 feet; medium trees, 40 feet; and large trees, 50 feet; except in special plantings designed or approved by a landscape architect.~~

~~(Ord. No. 3-1991, § 6, 2-6-1991; Code 1978, § 31-32)~~

~~**Sec. 2-189. Distance from curb and sidewalk.**~~

~~The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with the three species size classes listed in section 2-187, and no trees may be planted closer to any curb or sidewalk than the following: small trees, two feet; medium trees, three feet; and large trees, four feet.~~

~~(Ord. No. 3-1991, § 6, 2-6-1991; Code 1978, § 31-33)~~

~~**Sec. 2-190. Distance from street corners and fireplugs.**~~

~~No street tree shall be planted closer than 20 feet of any street corner, point of nearest intersecting curbs or curblines. No street tree shall be planted closer than ten feet of any fireplug.~~

~~(Ord. No. 3-1991, § 6, 2-6-1991; Code 1978, § 31-34)~~

~~Sees. 2-191-2-220. Reserved.~~

Section 3. Chapter 34, Article I, Section 34-1; 34-2;34-3; 34-4; 34-5; 34-6; 34-7; 34-8; 34-9; 34-10; 34-11; 34-12; 34-13; 34-14; 34-15 of the Code of Ordinances of Town of Lake

Park, Florida is hereby created to read as follows:

Chapter 34 VEGETATION

ARTICLE I. IN GENERAL

Sec. 34-1 Intent

109 It is the intent of the regulations contained herein to provide guidelines, controls, and standards
110 for the planting, maintenance, removal and protection of trees within the Town of Lake Park. The
111 goal of these regulations is to enhance and insure the continuance of the existing tree canopy
112 within the town so as to provide the community with the health, safety, conservation of energy,
113 general psychological, aesthetic and economic benefits that can be derived there from.
114
115

116 **Sec. 34-2. Definitions.**
117

118 The following words and phrases shall have the meanings ascribed to them in this section:

119 *Public way.* Includes all public streets, roads, boulevards, alleys and sidewalks.

120 *Public area.* Includes all public ways, parks and other lands owned or leased by the Town.

121 *Tree.* Any self-supporting woody plant, usually having a single woody trunk; a potential caliper
122 of two inches or more, and a more or less distinct and elevated head with many branches.

123 *Protected tree.* A tree with a minimum caliper of four inches in diameter, one foot above the
124 ground of the species Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, and Mahogany.

125 *Maintenance and protection.* Includes all operations of: pruning, spraying, injecting, fertilizing,
126 treating, bracing, doing surgery work, cutting above or below the ground.

127 *Pruning.* The removal of plant parts, dead or alive, in a careful and systematic manner so as not
128 to damage other parts of the plant.

129 *Specimen tree.* A tree with any individual trunk which has a caliper larger than 12 inches. All
130 nuisance trees listed in section 34-9 (2) (e) are specifically determined to not to be specimen
131 trees.

132 *Tree service/arborist.* Any person, company, corporation or service which, for compensation or
133 a fee, performs tree maintenance and protection.

134 *Developed property.* Property containing a structure which has a valid certificate of occupancy.

135 *Equivalent replacement.* A tree or trees, which due to condition, size and value, is determined by
136 the public works department to be equivalent to the tree to be removed.

137 *Equivalent value.* An amount of money which reflects the replacement cost of a tree, (including
138 transportation, planting and initial maintenance to insure survival) based on its size, condition
139 and location, following the international society of arbors tree evaluation formula and the market
140 value.

141 *Topping.* A process to flat-cut the top of a tree or to remove more than one-third of the tree
142 crown; hatracking.

143 *Public nuisance.* Any tree or shrub or part thereof growing upon private or public property
144 which is determined to endanger the health, safety and general welfare of the Town.

145 *Large tree.* A tree with a mature height of 40 feet or more in height, a mature canopy wider than
146 22 feet, and a mature root system wider than 15 feet.

147 *Medium tree.* A tree with a mature height of between 26 feet and 39 feet, a mature canopy
148 between 15 feet and 22 feet, and a mature root system between ten feet and 15 feet.

149 *Small tree.* A tree with a mature height of 25 feet or smaller, a mature canopy smaller than 15
150 feet, and a mature root system smaller than ten feet.

151 *Drop-crotch pruning.* A specific type of pruning designed to properly reduce the size of trees
152 within the current national arborist association standards, or any subsequent amendments thereto.
153

154 Branch collar. Trunk tissue that forms around the base of a branch.
155 Shade tree. Any tree with a mature crown width that is at least two-thirds of the tree's mature
156 height.
157 Swale. A broad man-made depression, running parallel to the right-of-way, between the
158 pavement and the sidewalks for containing stormwater runoff from streets.
159 Crown. Main part of the branching of a tree.
160 Crown width. The width of the crown at its widest point measured on a plane parallel to the
161 ground.
162 Caliper. A tree measurement that takes the diameter of the tree at 12 inches above the rootball.
163 Root ball. A group of roots extending from the base of a tree trunk that must be intact when
164 relocating a tree in order to promote survival of the tree.
165 Nonviable. Not capable of existing and continuing to provide the biological or aesthetic qualities
166 associated with a healthy functioning tree resource.
167 Effectively destroyed. The cutting, trimming, or damaging of a tree's trunk, branch or root system
168 to the extent that the tree is no longer viable.
169 Tree removal. Directly or indirectly cutting down, destroying, removing or relocating or
170 effectively destroying (through damaging, trimming, authorizing or allowing the cutting down,
171 destroying, removing, moving or damaging of) any tree.

172
173

174 **Sec. ~~34-1.~~ 34-3 Public tree care.**

175
176 The town shall have the right to plant, prune, maintain and remove trees, plants and shrubs
177 within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be
178 necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such
179 public grounds. ~~The town tree board and~~ The Community Development Director may ~~remove, or~~
180 ~~cause or order to be removed,~~ any tree or part thereof which is in an unsafe condition or which by
181 reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or other
182 public improvements, or is affected with any injurious fungus, insect or other pest. This section
183 does not prohibit the planting of street trees in the swale by adjacent property owners providing
184 that the selection and location of such trees is in accordance with this section. ~~and sections 2-187~~
185 ~~through 2-190.~~

186
187 (Code 1966, § 41-1; Ord. No. 3-1991, § 1, 2-6-1991; Code 1978, § 31-1)

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189

190 **Sec. ~~34-2~~ 4. Removal of trees on town property--Replacement by another tree or bush.**

191
192 Wherever a tree on town property has been removed under section 34-~~1~~ 2, another tree or bush
193 shall be planted in its place, wherever possible.

194 (Code 1966, § 41-2; Code 1978, § 31-2)

195
196

197 **Sec. ~~34-3.~~ Same Replanting.**

198 (a) ~~All trees removed under section 34-1 shall be replanted elsewhere on town property.~~

199 (b) ~~If it is impossible or impractical to replant such trees, the town manager may either sell~~
200 ~~the tree or destroy it, whichever will best benefit the town.~~
201 ~~(Code 1966, § 41-3; Code 1978, § 31-3)~~
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205

206 **Sec. 34-4 5. Planting on certain drainage easements.**
207

208 Those persons whose homes or lots abut the drainage easement running through the center of
209 Blocks 61, 65, 69, 73, 39 and 115 of the town may landscape and beautify that portion of the
210 drainage easement which directly abuts the entire length of the property owned to a depth of 25
211 feet from the rear property line in such blocks. All landscaping and beautification shall be first
212 presented to the ~~town manager~~ Community Development Director who shall approve or modify
213 same upon determination that any landscaping and beautification will not interfere with the use
214 of the easement for drainage purposes or the use of the easement to maintain existing or
215 anticipated future drainage facilities. All landscaping and beautification placed on the drainage
216 easement shall become the property of the town and the town shall assume no liability for any
217 damage to the landscaping or beautification material by town employees or under town auspices;
218 provided, however, that the town manager is directed to make every effort to provide the abutting
219 property owners who have landscaped and beautified the drainage easement referred to above
220 with sufficient notice of any intended damage or destruction to beautification of landscape
221 material so that said property owners may remove these materials, whereupon such materials
222 shall belong to the abutting property owner, as set forth herein.
223

224 (Code 1966, § 41-11; Ord. No. 15-1973, § 1, 7-5-1973; Code 1978, § 31-4)
225
226

227 **~~Sec. 34-5. Plants prohibited on town property.~~**

228 ~~(a) *Adoption of prohibited plant species.* The town commission shall adopt, by resolution, a~~
229 ~~list of plant species which shall not be planted on property owned by the town. Such resolution shall~~
230 ~~be adopted after receipt and consideration of the recommendations of the town tree board. Such list~~
231 ~~may be amended periodically by resolution of the town commission.~~

232 ~~(b) *Removal from town property.* The town manager is authorized to cause the removal of~~
233 ~~prohibited plant species on property owned by the town.~~

234 ~~(Ord. No. 17-1977, § 1, 12-21-1977; Ord. No. 15-1994, § 1, 10-5-1994; Code 1978, § 31-5)~~
235
236

237 **Sec. 34-6. Tree topping.**
238

239 It shall be unlawful as a normal practice for any person, firm or town department to top any street
240 tree, park tree or other tree on public property or on private property where such trees are a
241 condition of an approved development order or permit. The term "topping" is defined as the
242 severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown
243 to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely

244 damaged by storms or other causes, or certain trees under utility wires or other obstructions
245 where other pruning practices are impractical may be exempt from this section at the
246 determination of the ~~town tree board~~ Community Development Director.

247

248 (Ord. No. 3-1991, § 2, 2-6-1991; Code 1978, § 31-6)

249

250

251 **Sec. 34-7. Pruning, corner clearance.**

252

253 (1) Every owner of any tree overhanging any street or right-of-way within the town shall prune
254 the branches so that such branches shall not obstruct the light from any street lamp or obstruct the
255 view of any street intersection and so that there shall be a clear space above the surface of the
256 street or sidewalk in compliance with the town's visibility triangle standards section 70-61(d).

257 Such owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs,
258 which constitute a menace to the safety of the public. The town shall have the right to prune any
259 tree or shrub on private property when it interferes with the proper spread of light along the street
260 from a streetlight, or interferes with visibility of any traffic control device or sign.

261

262 (2) The following standards shall be applicable to the pruning of trees within the town:

263

264 (a) The pruning practices established by the current National Arborist Association
265 standards, or any subsequent amendments thereto, which are specifically incorporated
266 herein.

267

268 (b) All branches too large to be supported by one hand shall be precut to avoid splitting
269 or tearing of the bark. Where necessary, proper equipment should be used to lower large
270 branches or stubs to the ground.

271

272 (c) All cuts shall be made as close as possible to the trunk or parent limb without cutting
273 into the branch collar or leaving a protruding stub. Drop-crotch pruning for overhead
274 utility lines shall be followed.

275

276 (d) All cut limbs shall be removed from the crown upon completion of the pruning.

277

278 (e) Not more than one-third of the total crown area should be removed at a single
279 operation. A cutting exceeding this standard will be considered to have rendered the tree
280 nonviable, and shall be presumed, subject to rebuttable evidence to the contrary, to be
281 effective destruction of the tree.

282

283 (f) All trees located on property which ~~are adjacent to~~ extend over any town roadway,
284 alley or other vehicular right-of-way shall have their branches pruned to a clearance
285 height of between 12 and 16 feet, so that no branches shall interfere with the vehicular
286 use of said areas.

287

288 (Ord. No. 3-1991, § 3, 2-6-1991; Code 1978, § 31-7)

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Sec. 34-8. Dead or diseased tree removal on private property.

The town shall have the right to cause the removal of any dead or diseased trees on private property within the town, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the town. The property owner shall be responsible for removal of such trees. The code compliance board shall be responsible for enforcement of this requirement after consultation with the town tree board and the community development director. In the event of failure of owners to comply with such provisions or when such trees present an imminent hazard, the town shall have the authority to remove such trees and place a lien on the property of the owner for the cost of removal.

(Ord. No. 3-1991, § 4, 2-6-1991; Code 1978, § 31-8)

Sec. 34-9 Tree Removal Standards

The following standards shall be applicable to the removal of trees within the Town:

(1) It shall be unlawful for any person, directly or by direction, to cut down, destroy, remove or move, or to effectively remove or destroy, through the infliction of damage, any tree within the Town without first obtaining a permit from the Community Development Department.

(2) The following tree removal activities are specifically exempted from the permit, relocation, replacement and mitigation requirements of this chapter:

(a) Removal of trees within the property boundaries of developed property which are not specimen or protected trees.

(b) Removal of any dead tree.

(c) Removal of trees in emergency situations.

(d) Removal of any of the following nuisance tree species:

TABLE INSET:

<u> </u>	<u>SPECIES</u>	<u>COMMON NAME</u>
<u>(a)</u>	<u>Acacia Auriculiformis</u>	<u>Earleaf Acacia</u>
<u>(b)</u>	<u>Albizzia lebbeck</u>	<u>Woman's Tongue</u>
<u>(c)</u>	<u>Araucaria heterophylla</u>	<u>Norfolk Island Pine</u>
<u>(d)</u>	<u>Bambusa Vulgaris</u>	<u>Tree Bamboo</u>

(e)	<u>Bischofia javanica</u>	<u>Bischofia</u>
(f)	<u>Brassaia actinophylla</u>	<u>Schefflera</u>
(g)	<u>Casuarina spp</u>	<u>Australian Pine</u>
(h)	<u>Cupaniopsis anacardiodes</u>	<u>Carrotwood</u>
(i)	<u>Enterolobium cyclocarpum</u>	<u>Ear Tree</u>
(j)	<u>Eucalyptus spp</u>	<u>Eucalyptus</u>
(k)	<u>Ficus spp</u>	<u>Ficus</u>
(l)	<u>Grevillea robusta</u>	<u>Silk Oak</u>
(m)	<u>Hibiscus tiliaceus</u>	<u>Mahoe</u>
(n)	<u>Melaleuca quinquenervia</u>	<u>Melaleuca</u>
(o)	<u>Metopium toxiferum</u>	<u>Poison Wood</u>
(p)	<u>Psidium quajava/littorale</u>	<u>Guava</u>
(q)	<u>Ricinus communis</u>	<u>Castorbean</u>
(r)	<u>Sapium sebiferum</u>	<u>Chinese Tallow Tree</u>
(s)	<u>Schinus terebinthifolius</u>	<u>Brazilian Pepper</u>
(t)	<u>Syzygium cumini</u>	<u>Java Plum</u>
(u)	<u>Thespesia populnea</u>	<u>Mahoe</u>

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(f) Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside the control of the legal, beneficial or equitable owner of the real property in which the tree is located, and which acts could not have been prevented by the exercise of reasonable care.

(g) Removal of any tree by the Town in accordance with the authority and administrative discretion provided in § 34-14 of this chapter.

(3) All of the aforesaid trees listed in division (2) of this section which are dead or effectively destroyed, shall be removed by the property owner, without any permit, relocation, replacement or mitigation requirement, so as to protect adjacent properties from damage that may be caused by the dead or effectively destroyed trees.

(4) Application for removal permits. Tree removal permits are required for the removal of any specimen or protected tree not specifically exempted under this section. The Town shall provide permit application forms which shall be used by permit applicants. An owner, agent of the owner, or lessee of a property may apply for a tree removal permit. If the permit applicant is a lessee, or agent of the owner, a statement from the owner of the property, indicating that the owner has no objection to the proposed tree removal, shall be submitted with the application. The permit applicant shall submit to the Town a completed application form which shall include the reasons for the requested removal, the tree size and tree caliper, and the common name of the tree to be removed. Permit application forms shall be accompanied by two diagrams showing the

351 location of the tree to be removed which are subject to review and approval by the Community
352 Development Department. The diagrams shall include the locations of all existing tree resources
353 and all proposed structures or utilities which may require removal or relocation of trees. If the
354 submitted diagrams do not provide sufficient information to determine which trees will be
355 affected by proposed development, the department may require that a tree survey of the site be
356 prepared and submitted to the department for review.

357
358 (5) Permit fees. The Town shall, by resolution, establish a fee schedule for all matters relating
359 to tree removal, relocation, replacement, monetary contribution, and all administrative reviews
360 necessitated thereby.

361
362 (6) Review and evaluations of removal permit applications. A review of each completed tree
363 removal permit application shall be conducted by the Community Development Department.
364 This review and all actions taken by the department shall be conducted under a standard of
365 reasonableness using the best available practices from biology, botany, forestry, landscape
366 architecture and other relevant fields.

367
368 (7) Specimen and protected trees standards.

369
370 (a) Specimen and protected trees application. Specimen and protected trees shall be
371 preserved whenever reasonably possible. Upon receipt of an application to remove a
372 specimen or protected tree, the department shall consider the following factors in
373 evaluating said application.

- 374
375 1. Size and configuration of the property.
- 376
377 2. Size and configuration of any proposed development.
- 378
379 3. Location of the tree relative to any proposed development.
- 380
381 4. Whether or not the tree can be preserved under the proposed plan or any
382 alternative plan.
- 383
384 5. Health, condition and aesthetic qualities of the tree.
- 385
386 6. Whether the tree poses a threat to persons or property.

387
388 (b) Alternate plans. If, upon review of the aforesaid factors, the department determines
389 that a specimen tree cannot reasonably be preserved under the proposed plan, then the
390 applicant shall provide an alternate plan which shall include preservation of the specimen
391 tree and design alterations consistent with the scope and intent of the initially proposed
392 plan. Alterations consistent with the scope and intent of the initially proposed plan may
393 include, but shall not be limited to:

- 394
395 1. An adjustment of building orientation on a site.

396
397 2. An adjustment of lot lines within a site proposal for more than one lot when
398 said adjustment will not cause an unreasonable loss of usable space. An applicant
399 shall have the burden of proof in the determination of what constitutes an
400 unreasonable loss of usable space.

401
402 (c) Specimen and protected tree relocation. If preservation of the specimen and protected
403 tree and any alternate design consistent with the scope and intent of the initial plan are
404 mutually exclusive, then the department may issue a permit to relocate the specimen or
405 protected tree. If the tree removal permit requires relocation, then the applicant shall be
406 required to relocate the tree in a manner that will maintain the canopy within the general
407 vicinity of the removal on the same property or to relocate the tree to a location within the
408 Town designated by the Community Development Department.

409
410 (d) Removal of specimen or protected trees. If relocation of the specimen or protected
411 tree is not feasible, due to the size, health, location, species or any other factor, then a
412 permit may be issued for removal, and tree replacement shall be required. The
413 Community Development Department shall designate an equivalent replacement tree or
414 trees and a location within the town for its planting.

415
416 (e) Replacement requirements for specimen or protected trees. In the event that
417 replacement is not feasible on-site, then alternative off-site replacement shall be required,
418 or, as a last alternative, there shall be a contribution made to the Town tree trust fund for
419 the full equivalent value of the replacement tree or trees.

420
421
422 **Sec. 34-9 10. Arborists license and bond.**

423
424 It shall be unlawful for any person or firm to engage in the business or occupation of pruning,
425 treating, or removing street or park trees within the town without first applying for and procuring
426 a license business tax receipt and possess a current contractors registration with the Town of
427 Lake Park. No license shall be required of any public service company or town employee doing
428 such work in the pursuit of their public service endeavors. Before any license shall be issued,
429 each applicant shall first file evidence of possession of liability insurance in the minimum
430 amounts of \$50,000.00 for bodily injury and \$20,000.00 for property damage, indemnifying the
431 town or any person injured or damaged resulting from the pursuit of such endeavors as herein
432 described.

433
434 (Ord. No. 3-1991, § 5, 2-6-1991; Code 1978, § 31-9)

435
436
437 **Sec. 34-10 11. Regulations for tree plantings and improvements in swales and other town**
438 **owned or controlled property or rights-of-way.**

439
440 (1) *Sole risk property owner.* Liability for any injuries or damages which result from any work

441 performed and/or improvements constructed, installed or placed in the swale area by the property
442 owner(s), their successors or assigns shall be at the property owner's sole risk; and without recourse
443 to the town, even if improvements and other materials placed in the swale area required to be
444 removed by the town or other entity with jurisdiction. The area from the property line to the edge of
445 the street or roadway shall be considered the swale area for purposes of this section.
446

447 (2) *Permitted improvement in swales.* The installation of trees or other improvements, objects, and
448 structures, and the uses permitted within street swale areas within the town are limited to the
449 following:

- 450 (a) Traffic control devices such as signal lights, stop signs and yield signs;
- 451 (b) Utility systems and appurtenant structures;
- 452 (c) Drainage systems and appurtenant structures;
- 453 (d) Sod or herbaceous ground cover installed according to the requirements of the rights-of-
454 way use and maintenance standards and maintained in such a manner as not to exceed six
455 inches in height. Grass sodding or grass seeding of the swale area in required and shall be
456 maintained by the property owner(s);
- 457 (e) The planting of town-approved ~~single-trunk~~ trees shall be permitted in swale areas,
458 provided that the property owner or the owner's authorized agent, applies for and obtains a
459 swale-area planting permit for the proposed plantings from the town as provided herein;
- 460 (f) All trees to be planted shall have symmetric crown form, good crown color, no insect
461 damage, well spaced branches, healthy new leaves, healthy well attached bark, strong
462 crotches, adequate root space, and be of at least Florida No. 1 quality.
- 463 (g) Low-profile, dome-shaped decorative button stones, blocks or markers not to exceed six
464 inches in diameter and four inches in height, placed no closer than four feet apart, shall not
465 constitute items which interfere with the drainage of the swale areas and may be permitted by
466 the town's director of public works along street rights-of-way, drives, and public walks in the
467 town. These dome-shaped decorative blocks or markers shall have rounded surface areas and
468 no corners which make a right-angle projection corner interface. In the event that dome-
469 shaped decorative blocks or markers are placed in the swale area, they shall be painted white
470 or with a white reflective material;
- 471 (h) Underground sprinkler systems with flush or pop-up heads;
- 472 (i) Mailboxes installed according to the requirements of the rights-of-way use and
473 maintenance standards.

474 (3) *Swale-area planting permit required.*
475

486 (a) A town swale-~~area~~ planting permit is required before any trees or decorative markers or
487 underground sprinkler systems may be installed in a swale. The property owner or owner's
488 authorized agent may apply for the swale-~~area~~ planting permit using the form established by
489 the town public works department, and must pay the permit fee which is established by
490 resolution of the town commission. Proof of property ownership or owner's agent
491 authorization must be provided to the town at the time the permit application is submitted,
492 together with a site sketch identifying the location, species, size and the number of trees
493 and/or decorative markers to be installed in the swale area, and such other information as is
494 required by the application form or as may be required by the public works director.

495
496 (b) Approval of the permit may be granted if the proposed plantings and/or improvements
497 do not create infrastructure maintenance problems, encroach into the roadside recovery area,
498 create a hazard, or otherwise adversely affect citizens of the town, or if the proposed
499 improvement otherwise comports with the public interest. As a condition precedent to
500 issuance of the swale-~~area~~ permit, the property owner shall execute an indemnification and
501 hold harmless agreement in favor of the town, and in a form acceptable to the town attorney,
502 which agreement shall be recorded against the property of the town. The acceptance of a
503 ~~swale-area~~ planting permit by the person requesting a permit shall constitute acceptance of all
504 obligations pertaining thereto, and the permit holder shall be held responsible for fulfilling all
505 of the requirements thereof. The duties and obligations of the ~~swale-area~~ permit, specifically
506 including the indemnification and hold harmless agreement, shall constitute covenants
507 running with the land, and shall be binding on the permit holder, the property owner(s), and
508 their respective heirs, successors, and assigns.

509
510 (c) Trees, vegetation and/or decorative markers, or other improvements, landscaping,
511 structures or objects which are planted, installed, constructed or placed in the swale without a
512 permit, shall be subject to immediate removal. When trees or decorative markers are placed
513 in a swale without the required swale-~~area~~ planting permit, the permit fee for the swale-~~area~~
514 permit shall be tripled; however, the payment of the triple fee shall not relieve any person
515 from fully complying with the requirements of this section. Furthermore, if a ~~swale-area~~
516 permit is not applied for and obtained, the property owner and/or the tenant may be subject to
517 code enforcement proceedings and the imposition of a fine, together with related
518 administrative fees and costs through code enforcement proceedings. The town may remove
519 and dispose of the nonpermitted plantings and/or markers, structures and other nonpermitted
520 objects from the swale and charge the property owner and/or tenant, the responsible costs for
521 removal and disposal, and the costs for restoration of the swale, in any, in addition to the fine
522 and related administrative costs.

523
524 (4) *Variety and location of trees.* The following regulations shall govern the variety and location of
525 trees planted in swale areas:

526
527 (a) ~~Trees listed in subsection (5) below and other tree species~~ not considered nuisance trees
528 which are determined to be of the same character and which are deemed suitable and
529 appropriate trees for swale areas as determined by ~~the director of public works~~ Community
530 Development Director, may be planted in a swale upon the issuance of a swale-~~area~~ planting

531 permit. ~~Casuarina trees (Australian pine trees), Melaleuca trees, Brazilian oak, rubber trees,~~
532 ~~figs trees, fruit trees and shrubs, and any other~~ Nonnative species and exotic, pest and
533 invasive plants as listed by the Florida Exotic Pest Plant Council are specifically prohibited.

534
535 (b) Trees shall be planted not closer to the street pavement than one-half the distance
536 between the property line and the street pavement and within three feet of a sidewalk.

537
538 (c) All large trees and palm trees to be planted in the swale will be not less than a three inch
539 caliper and 12 feet tall with one main trunk free of branches between five and six feet above
540 ground. All small trees to be planted will be not less than two inches in diameter measured
541 six inches above the ground, and six feet tall.

542
543 (d) All trees shall be planted in line or in an aesthetically ordered manner, except as may be
544 delineated on a landscape plan authorized and approved by the Town Commission. Large
545 trees shall be planted at a spacing of between 25 and 35 feet from each other; small trees and
546 palm trees shall be planted at a spacing of between ten and 20 feet from each other.

547
548 ~~(e) Trees shall not be planted closer together than 16 linear feet, and on corner lots, trees~~
549 ~~shall be planted not less than 20 feet from the intersection of any street lines or street lines~~
550 ~~proposed.~~

551
552 ~~(d) No trees shall be less than four feet clear trunk at the time of planting.~~

553
554 ~~(e) Trees shall be maintained by the property owner and shall have a clearance of at least~~
555 ~~eight feet above the sidewalk and 14 feet, six inches above the street level so as to permit~~
556 ~~pedestrian and vehicular traffic beneath them without interference. The failure to maintain~~
557 ~~permitted trees shall be cause for the removal of any tree at the sole expense of the property~~
558 ~~owner.~~

559
560 (e) If roots and branches of any trees, hedges, or other plant growth on private property
561 cause damage or destruction to any sidewalk, curb, gutter, street pavement, utility line or
562 other town-owned or publicly-owned property, code enforcement action and/or other legal
563 action may be commenced by the town. In addition, the town may take action to bring the
564 property into compliance with this section, including, but not limited to, the trimming or
565 removal of the trees and plant materials. In such event, the town shall charge the property
566 owner the reasonable costs of the work, together with any fines and other fees and costs
567 which may be imposed as provided in this Code and Chapter 162, Florida Statutes.

568
569 (f) Trees shall be planted so as not to impede the flow and storage of stormwater. Trees
570 shall be planted and maintained to provide safe sight triangle distances in accordance with
571 ~~the Florida Department of Transportation~~ this Code. Trees shall be planted in accordance
572 with Florida Power and Light Company guidelines so as to avoid interference with overhead
573 and underground utility lines. Trees shall be planted in accordance with Seacoast Utility
574 Authority's guidelines so that no roots from any vegetation located upon private property or
575 adjacent rights-of-way shall be permitted to grow in such a manner that causes damage to

576 paved rights-of-way, water, or sewer lines, or other elements of the town's or utility's
 577 infrastructure.

578
 579 (g) The tree species, exact location and the permissible number of trees shall be determined
 580 by the Community Development Director in the permitting process.

581
 582
 583 ~~(5) List of permittable trees. The following is a nonexclusive list of trees that may be permitted by~~
 584 ~~the town for planting in swale areas:~~

585 ~~Small Palms—~~
 586 ~~TABLE INSET:~~

Common	Botanical Name
Silver Palm	Coccothrinax argentata
Bottle Palm	Hyophorbe lageneaulis
Spindle Palm	Hyophorbe verschaffeltii
Majesty Palm	Ravenea glauca
Needle Palm	Rhapidophyllum hystrix
Thatch Palm	Veitchii merrillii

588 ~~Large Palms—~~
 589 ~~TABLE INSET:~~

Common	Botanical Name
Paurotis/Everglade Palm	Acoelorrhaphe wrightii
Alexandra Palm	Archontophoenix alexandrae
Blue Lantania	Latania loddigesii
Bismark Palm	Bismarkia nobilis
Cabbage/Sabal Palm	Sabal palmetto
Chinese Fan Palm	Livistonia chinensis
Hurricane Palm	Dietyosperma album
Royal Palm	Roystonea regia
Triangle Palm	Neodypsis decaryi
Queen Palm	Arecastrum romanzoffianum
Fox Tail	Wodyetia bifurcate
Royal Palm	Roystonea spp.

591
 592 (6) *Applicabilty.* The standards and regulations of this section shall apply to all swales within the
 593 town.
 594

595 (a) Existing plantings as of August 16, 2006:

596
597 i. Existing shade/canopy trees and palm trees which are a minimum of ten feet
598 above grade as of the effective date of this section which meet the requirements of
599 this Article shall be allowed to remain until they are removed, die, or are destroyed as
600 long as they receive the appropriate permits as required below in paragraph iv.

601
602 ii. All other plantings shall be removed from the swale. within one year from the
603 effective date of this section.

604
605 iii. Existing plantings that pose a safety or maintenance hazard as determined by the
606 public works director shall be removed immediately.

607
608 iv. Property owners with existing trees in a swale must obtain a swale area permit
609 for the existing trees within one year of the effective date of this section. The town
610 may waive the permit fee for applicants that have existing trees in a swale provided
611 the property owner applies for the swale area permit within 12 months of the
612 effective date of this section.

613
614 (7) *Reconstruction or repair by the town.* In the event it is necessary for the town to reconstruct or
615 repair its water and sewer lines or other infrastructure, the town shall restore the swale areas,
616 including approved trees, disturbed by the reconstruction or repair. The town shall not be responsible
617 for restoration of any nonstandard or nonconforming surfaces or plantings in a rights-of-way,
618 whether public or private, including, but not limited to, surfaces such as bomanite, concrete block,
619 slate, vegetation other than sod, or nonconforming pavement or other surfaces.

620
621 (8) Existing commercial properties and multifamily dwellings that are unable to meet minimum
622 landscape requirements for street tree planting due to inadequate set backs or other unique physical
623 impairments may meet the frontage planting requirements by planting trees in the swale at the sole
624 expense of the property owner.

625
626 (Ord. No. 07-2006, § 2, 9-6-2006)

627
628
629 **Sec. 34-11 12. Maintenance of town swale areas.**

630
631 It shall be the duty and obligation of all owners and occupants of real property within the town, to
632 maintain all swale areas abutting, adjacent, or contiguous to their property, in a good and proper,
633 neat and clean condition. This maintenance duty and obligation for owners and occupants of real
634 property shall include, but not be limited to, sodding, grass cutting, proper landscape
635 maintenance, tree pruning and maintenance, removal of debris, plant waste, garbage, or trash,
636 and the elimination of any dangerous conditions or safety hazards in all swale areas. Tree
637 removal from the swales will be the responsibility of the Town.

638
639 (Ord. No. 29-2007, § 2, 10-17-2007)

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Sec. 34-13. Tree abuse prohibited.

It shall be unlawful to abuse any protected or specimen trees located within the Town of Lake Park or any other trees located on Town owned or controlled property or right-of-way.

(1) The following acts shall constitute tree abuse:

(a) Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, vehicle accidents, chemical applications, changes to the natural grade, fire, storage or disposal of toxic or hazardous substances, acts of animals.

(b) Damage inflicted to or cutting upon a tree which permits infection or pest infestation.

(c) Cutting upon any tree which destroys its natural shape.

(d) Topping; hatracking.

(e) Bark removal of more than one-third of the tree caliper.

(f) Tearing and splitting of limb ends or peeling and stripping of bark.

(g) Use of climbing spikes.

(h) Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to, through or around any tree.

(i) Any pruning in violation of the practices established by the national arborist association.

(k) Any act that would cause a tree to become nonviable.

(l) Any act of tree abuse that renders a protected or specimen tree to be nonviable or effectively destroyed shall constitute "effective removal" and require full compliance with

Sec. 34-14. Public property planting and maintenance standards.

Notwithstanding anything contained in this section to the contrary, the Town shall have the sole and exclusive right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public areas, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of all public grounds. The Town may remove or cause to be removed, any tree or part thereof which is in an unsafe condition or

685 which by reason of its nature constitutes a public nuisance or is injurious to sewers, electric lines,
686 gas lines, water lines or other public improvements, or is afflicted with any injurious fungus,
687 insect or pest. This section does not prohibit the planting of trees adjacent to any public ways by
688 adjacent property owners or in a swale area provided that the trees are properly placed and
689 maintained in accordance with the tree planting and maintenance standards contained herein.

690

691 **Sec. 34-15. Emergency provisions.**

692

693 In the event that it is believed that any tree in the Town is in such a hazardous condition so as to
694 endanger the public health, safety and general welfare unless it is immediately removed, the
695 Town Manager, or designee, may verbally authorize the removal of such tree following a
696 personal inspection of the subject tree without the securing of a removal permit as required by
697 this chapter. In addition, the provisions and requirements of this chapter may be temporarily
698 stayed by a majority vote of the Town Commission following the occurrence of a hurricane,
699 tornado, flood, or other natural disaster.

700

701

702 Secs. 34-~~12~~ 16--34-30. Reserved.

703

704

705 **Section 4. Severability.** If any section, paragraph, sentence, clause, phrase or word of
706 this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such
707 holding shall not affect the remainder of this Ordinance.

708 **Section 5. Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in
709 conflict herewith are hereby repealed.

710 **Section 6. Codification.** The provision of this Ordinance shall become and be made a
711 part of the Code of Ordinances for the Town of Lake Park. The Sections of the ordinance maybe
712 renumbered or re-lettered to accomplish such.

713 **Section 7. Effective date.** This Ordinance shall take effect immediately upon passage.

714

715