



REVISED AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 3, 2010, Immediately
Following the CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Jeff Carey	—	Vice-Mayor
Edward Daly	—	Commissioner
Patricia Osterman	—	Commissioner
Kendall Rumsey	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **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.

- G. **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. Regular Commission Meeting Minutes of January 6, 2010 Tab 1
2. Resolution No. 07-02-10 American Reinvestment Recovery Act Florida Forest Health Improvement Grant Tab 2
3. Resolution No. 08-02-10 Cooperative Authority Library Automation Agreement Tab 3
4. Notification of Confirmation of Expenditures – Street Lighting Demonstration Project – Bayberry Drive Tab 4
5. Notification of Great American Cleanup on April 17, 2010 Tab 5
6. Settlement of Carlisle vs. Town of Lake Park Lawsuit Tab 6
7. Renewal of Intergovernmental Consultant (Lobbyist) Agreement Tab 7
8. Resolution No. 09-02-10 Repealing the Street Lighting Bond Referendum Tab 8

H. **ORDINANCE ON FIRST READING:**

9 ORDINANCE NO. 02-2010 – Amending Chapter 34 and 78 Landscape and Vegetation Standards Tab 9

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34 ENTITLED “VEGETATION”, ARTICLE I; SECTION 34-1 ENTITLED “INTENT”; SECTION 34-2 ENTITLED “DEFINITIONS”; SECTION 34-3 ENTITLED “PUBLIC TREE CARE”; SECTION 34-4 ENTITLED “REMOVAL OF TREES ON TOWN PROPERTY – REPLACEMENT BY ANOTHER TREE OR BUSH”; SECTION 35-5 ENTITLED “PLANTING ON CERTAIN DRAINAGE EASEMENTS”; SECTION 34-6 ENTITLED “TREE TOPPING”; SECTION 34-7 ENTITLED “PRUNING, CORNER CLEARANCE”; SECTION 34-8 ENTITLED “DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY”; SECTION 34-9 ENTITLED “TREE REMOVAL STANDARDS”; SECTION 34-10 ENTITLED “ARBORISTS LICENSE AND BOND”; SECTION 34-11 ENTITLED “REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES AND OTHER TOWN OWNED OR CONTROLLED PROPERTY OR RIGHTS OF WAY”; AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-252 ENTITLED “LANDSCAPING GENERALLY”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

J. **ADJOURNMENT:**

Consent Agenda

TAB 1

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

Meeting Date: **February 3, 2010**

Agenda Item No. **1**

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

SUBJECT: Regular Commission Meeting Minutes of January 6, 2010.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of January 6, 2010.

Approved by Town Manager *W. Davis* Date: *1/29/10*

Jessie Stoghe Deputy Clerk Date of Actual Submittal *1/25/10*

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs ____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>YML</i> <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 __x_____ Please initial one.

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
January 6, 2010 7:08 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 6, 2010 at 7:08 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

Mayor DuBois led the invocation and the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Rumsey to approve the Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Bill Holl, 401 Lake Shore Dr. #701, Lake Park – stated that he was the President of Lake Harbor Towers. He stated that since he's lived there for the past 11 years the Towers have always had the cooperation of the Town for their annual unit owner's meeting. For eight years the meeting was held at the yellow pavilion building at Kelsey Park and they've used the annex section of the Library and the Mirror Ballroom. He stated that this year he was unable to contact Town

Manager Davis since she was out of Town. He spoke with Recreation Director Greg Dowling and was informed that there would be a fee in order to use the yellow pavilion. He expressed his concerns about paying a \$200 to \$300 fee to use the pavilion for an hour and a half.

Town Manager Davis reminded the Commission that they had a concern regarding the use of Town facilities by different entities requesting a reduction in fees to rent those facilities. She stated that a Resolution was adopted to put a rental procedure into place a couple of years ago. She stated that the Commission had the power to waive the Resolution or procedure for that particular case.

Steve Hockman, 638 Flagler Blvd. – expressed his concerns regarding the parking meters in the Town. He gave the total revenue from the parking meters that the Town had received from 2009. He gave estimates of how much the Town should have received in revenue and stated what the Town had spent so far on the parking meters. He reviewed the costs and money spent on the parking meters so far.

Public Comment Closed.

CONSENT AGENDA:

1. Resolution No. 01-01-10 West Ilex Park Improvements Agreement
2. Supervisor of Elections for Vote Processing Equipment Use and Election

Public Comment Open.

None

Public Comment Closed.

Commissioner Daly asked that item #1 be pulled from the Consent Agenda for discussion.

Motion: A motion was made by Commissioner Rumsey to approve item #2 of the Consent Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor			

DuBois	X		
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Motion passed 5-0.

Commissioner Daly asked if there would be a playground installed at W. Ilex Park.

Town Manager Davis stated that there would be a playground installed at W. Ilex Park.

Commissioner Daly recommended that protection be placed around the park for the children.

Town Manager Davis explained that there was a four foot fence proposed for the project that would encompass the entire park.

Motion: A motion was made by Commissioner Osterman to approve item #1 of the Consent Agenda; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARING:

ORDINANCES ON 2nd READING

ORDINANCE NO. 18-2009 – Text Change to District C4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-74 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “C-4 BUSINESS DISTRICT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve the Ordinance No. 18-2009 upon 2nd reading; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 18-2009 by caption-only.

ORDINANCE NO. 19-2009 – PADD Signage

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE LAKE PARK MUNICIPAL CODE AT CHAPTER 78 ENTITLED “ZONING,” ARTICLE III, SECTION 78-70, ENTITLED “PARK AVENUE DOWNTOWN DISTRICT”; AMENDING SECTION 78-70(l) ENTITLED “WAIVERS”; AMENDING SECTION 78-70(n) ENTITLED “SUPPLEMENTAL DISTRICT REGULATIONS” TO PROVIDE ADDITIONAL PROVISIONS PERTAINING TO OBSCURING GROUND FLOOR WINDOWS; AMENDING SECTION 78-70(p) ENTITLED “SIGNS” AT SUBSECTIONS (1), (2), (5), (6), (7) AND (8), TO CHANGE CERTAIN EXISTING SIGN REGULATIONS AND ADD PROVISIONS TO THE AFORESAID SUBSECTIONS REGULATING PROHIBITED SIGNS, PERMITTED SIGNS, CONSTRUCTION SIGNS, SIGN DESIGN REQUIREMENTS, SIGN ILLUMINATION REQUIREMENTS, AND NON-CONFORMING SIGNS; CREATING NEW SUBSECTION 78-70(p)(10) TO BE ENTITLED “ADMINISTRATIVE SIGN WAIVER PROCEDURE” WHICH DELEGATES CERTAIN POWERS AND DUTIES TO THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT SIGN WAIVERS UNDER LIMITED CIRCUMSTANCES; AMENDING TABLE 78-70-7 ENTITLED “PERMITTED SIGNS” TO CLARIFY RESTRICTIONS ON THE SIZE, NUMBER, AND COPY FOR SIGNS AND OTHER SIGNAGE RESTRICTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve the Ordinance No. 19-2009 upon 2nd reading; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 19-2009 by caption-only.

ORDINANCE(S) ON 1st READING

ORDINANCE NO. 01-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER TO COMPLY WITH A CONSENT DECREE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AMENDING OF ARTICLE IV, SECTION 1, ENTITLED "ELECTED OFFICERS"; AMENDING ARTICLE XVI, SECTION 17, ENTITLED "RUN-OFF"; AMENDING ARTICLE XVI, SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve the Ordinance No. 01-2010 upon 1st reading; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 01-2010 by caption-only.

RESOLUTION(S)

RESOLUTION NO. 02-01-10 - Street Lighting General Obligation Referendum
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION AND INSTALLATION OF STREET LIGHTING TO BE OWNED BY THE TOWN OF LAKE PARK, FLORIDA IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), CALLING FOR A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LAKE PARK TO BE HELD ON MARCH 9, 2010, AS TO WHETHER GENERAL OBLIGATION BONDS FOR SUCH STREET LIGHTING PROJECT SHOULD BE ISSUED; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Commissioner Rumsey thanked Town Manager Davis for putting money into the budget to have someone oversee the project.

Motion: A motion was made by Commissioner Rumsey to approve the Resolution No. 02-01-10; Commissioner Osterman made the second.

Vote on Motion:

Commission	Aye	Nay	Other

Member			
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

DISCUSSION AND POSSIBLE ACTION

Marina Paver Covering Options

Public Comment Open.

Steve Hockman 638 Flagler Blvd. – stated that the pavers at the Marina should be fixed instead of patched. He stated that the proposed fix was a life safety issue and a lawsuit waiting to happen. The proposed installation was only capable of handling five to ten pounds per square foot. He stated that the proposed 5/8 inch plywood was only rated for 55 pounds per square foot with only 24 inch maximum spacing and was not meant to span four to six feet. He continued to express his concerns regarding the repair and cost of the Marina pavers.

Public Comment Closed.

Mayor DuBois asked if Town Manager Davis would make a presentation or comment.

Town Manager Davis explained that the Commission had asked staff at the last Commission Meeting to return with options for the Marina paver repair. She stated that the additional options were provided to the Commission for review but staff was still recommending replacing the existing pavers on a temporary basis. She stated that the engineer, Robert Cutcher was present at the meeting for questions.

Commissioner Daly expressed his concerns with the recommendation for the Marina paver repair.

Mayor DuBois asked Mr. Cutcher if the Marina paver repair was done as needed what were the cost estimates he could give in dealing with the repairs as they come over the next 18 months.

Mr. Cutcher described the issues with the present design of the Marina pavers. He explained how the plywood fairs under the elements and weather changes. He explained that the plywood had been there for approximately two years and when they came up with the interim design, they

expected it to last approximately 12 to 14 months. He stated that he could not give a time frame of when the plywood and carpet would no longer serve their function and present a tripping hazard. He gave a history of his inspections of the plywood over the last couple of years and his findings of wear and tear. He explained how some areas of the plywood would have more delamination compared with other areas due to the difference in the volume of traffic. He explained that it would cost approximately \$30 per square foot to remove and replace the brick pavers. He continued to explain the different repair options and their pros and cons.

Commissioner Daly stated that in severe weather the plywood could be lifted up and the pavers fly off and would end up costing more in repairs in the long run. He expressed his concerns regarding the finances needed for the repairs.

Mr. Cutcher agreed that the repair was expensive and does not last a long time. He addressed the issue of uplift of the plywood in severe weather. He explained why the plywood would not be uplifted and fly off. He stated that a temporary fix to the problem would be better and less expensive than a lawsuit as a result of someone being injured.

Commissioner Daly stated that it was a matter of the Town not having the money for temporary repairs at the Marina.

Commissioner Rumsey thanked Mr. Cutcher and stated that he agreed with Commissioner Daly regarding the expense of temporary fixes. He expressed his frustration regarding the fact that the repair needed to be done at least six months ago and the Commission was just now getting the request for emergency repair and have only been brought one option to do so.

Town Manager Davis explained the reasons why the repair issue had not been brought up sooner. She stated that the engineer had obtained quotes back in June from the original contractor. She stated that when she saw the significant increase in price she stated that the project needed to go out for bid. At the time the issue was not an emergency. Subsequently they sat down and talked with the attorney to determine the best method of protecting the sea wall should they go with a long term fix that would last more than two years or should they have the lawsuit settled within 18 to 24 months. She was told 18 to 24 months would be fine, so with that delay she asked the engineer to put a design together to go out for bid which was why there was an extended amount of time or delay. She stated that what they were forgetting was the big picture. The reason why a plywood cover was needed over the seawall was because it was failing catastrophically. A person had fallen in and the Town was thankfully not sued. When they went through and examined the seawall they saw the number of holes and they determined that it was a life safety issue that they needed to protect the Town and public from. She stated that on the advice of the Town's construction litigation attorney they were told that the lawsuit would be settled within 12 to 18 months.

Mr. Cutcher stated that the original estimate from former counsel was 12 months. The original best estimate of life expectancy of the original design was 12 to 14 months with an outside of 18 months. He stated that he cut that by 30% because of uncontrolled and unforeseen situations. He stated that it has now been in that original design for 24 months.

Town Manager Davis explained that it was a situation of no choice and not a matter of throwing money away.

Commissioner Rumsey stated that he understood the situation and that it was an issue that they needed to get a hold of. He stated that they needed to be realistic in the timing of the lawsuit settlement and that in 18 to 24 months there would need to be another fix with the plywood and additional \$70,000. He asked Mr. Cutcher to explain the issues at a level that the public could understand.

Mr. Cutcher explained the construction of the seawall and pavers at the Marina. He stated that the original estimate for the lawsuit settlement was 12 months not 18 to 24 months. He stated that the system that was placed lasted longer than they originally expected and was done based on a 12 month litigation settlement time frame. He stated that the new system would have additional clips and supports which may possibly exceed that of the older system.

Commissioner Rumsey stated that Mr. Downs mentioned to him a possible permanent fix by using dock material to build a dock around the area. He asked for the pros and cons of having a dock installed.

Mr. Cutcher explained that the docking material would have a 25 year service life that would be aesthetically pleasing. He stated that the cost for a timber dock with number two yellow pine would be approximately \$35 to \$40 per square foot with timber piles. Other materials such as fiberglass decking would cost approximately \$55 to \$65 per square foot depending on the support. It could be used as a permanent fix and the brick pavers would not have to be addressed but there would be continued loss of material underneath and a landward support mechanism would still need to be provided. He stated that the downside would be the cost. He stated that the fix would be very expensive.

Discussion ensued between the Commissioners and Mr. Cutcher regarding the brick paver and seawall repair options.

Discussion ensued between the Commissioners and Town Manager Davis regarding the brick paver and seawall repair options.

Commissioner Osterman expressed her concerns regarding the options and alternatives presented to repair the seawall and brick pavers at the Marina.

Commissioner Daly recommended that the Town pick the worst areas at the Marina and patch and repair them.

Discussion ensued between Commissioner Daly and the Commissioners regarding the options to repair the brick pavers and seawall at the Marina.

Motion: A motion was made by Commissioner Osterman to move forward with the temporary fix of the brick pavers at the Marina; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly		X	
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois		X	

Motion passed 3-2.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Osterman invited everyone to the Safety Walk that would take place on Friday, January 8, 2010 at 6 p.m. at the San Marco Villas.

Commissioner Rumsey asked where it was recommended to park for the event.

Recreation Director Greg Dowling stated that there was a recreation center at the complex that participants could park.

Commissioner Daly

None

Vice-Mayor Carey

None

Commissioner Rumsey stated that the fountain at Kelsey Park was broken. He asked what happened to the fountain and what was being done to fix it.

Town Manager Davis stated that the fountain was vandalized and Ledbetter Masonry repaired the fountain free of charge. She thanked Ledbetter Masonry for helping the Town.

Commissioner Osterman asked that a thank you be placed on Channel 18 for Ledbetter Masonry.

Commissioner Rumsey asked that a thank you letter be sent to Ledbetter Masonry as well. He recommended their business to residents.

Commissioner Osterman asked that a thank you to Ledbetter Masonry be placed in the Town's newsletter.

Commissioner Rumsey stated that he had a meeting last week with the owner of visitpalmbeach.com. He stated that the company was a local Lake Park business that runs a recreational service that takes people on catamarans and parasailing. He stated that they wanted to bring part of their docking such as their catamaran and their parasail boat to the Lake Park Marina. He stated that it would help with bringing additional business to the Marina. He asked staff to get in touch with Mr. Morosi at visitpalmbeach.com to speak with him about making it possible. He stated that Mr. Morosi also offered to do free boat tours at the Sunset Parties that take place at the Marina.

He stated that he had received a lot of comments regarding the parking meter issue. He stated that residents feel that parking should be free on holidays. He recommended that the Town have free holiday parking.

Commissioner Daly stated that it was costing the Town to have the parking meters and break even. He stated that he was against the parking meters. He stated that businesses were looking to move because of the parking meter issues. He stated that giving free parking on holidays because the Town would have to foot the bill. He stated that since the parking meters are already there than everyone must "bite the bullet" and pay.

Commissioner Rumsey clarified his recommendation and asked the Commission if they were in favor of giving free parking on Town holidays.

Discussion ensued between the Commissioners regarding the free parking meters on holidays' recommendation.

Commissioner Rumsey stated that when the Town re-striped the parking spaces at the tennis court lot, one of the handicapped spots was made too small. He provided the Commission with photos (see Exhibit "A") of a handicap van that was unable to drop its lift gate in the handicap spot.

Town Manager Davis explained that the situation had been remedied. She stated that the handicap space was on the far northeast part of the parking lot. The sidewalk on the driver's side was five foot one inch which was included in the measurement but Public Works did not hatch it when they had done the striping. When the gentleman in the handicap van pulled up, he did not realize that the sidewalk was included in the width of the parking space. When the complaint was received, Public Works went to the parking lot and redeveloped a space on the west side which fully accommodated the handicap van and she spoke with Public Works and asked them to hatch the sidewalk so that anyone who uses that space would know to use the sidewalk as part of the parking space.

Commissioner Rumsey announced that on Saturday, January 9, 2010 from 9 a.m. to 11 a.m. there would be a North Palm Beach Baseball Little League Clinic for six to nine year olds at the Bert Bostrum Ball Field.

He recommended that a thank you letter be sent on behalf of the Mayor and Commission to Maritime and Venue Marketing for holding their Family Fun Fest at Kelsey Park and invite them back for 2010.

Mayor DuBois thanked Lake Park Baptist Church and the Lake Park Fire Department for their efforts in helping the Atilus family.

Attorney Thomas Baird wished everyone a "Happy New Year". He stated that an order was entered on December 22, 2009 in the Aberns' Reasonable Accommodations Hearing giving an allowance for four individuals to occupy the premises. Since then there has been a large stork sign spotted at the premises which would suggest that a baby boy was residing in the residence which may mean that the premises was not operating as a sober house. He stated that he has since filed a motion for re-hearing to get the facts straight. He had heard through indirect sources that Ms. Aberns had adopted a child and that she would be withdrawing her Reasonable Accommodations request. He stated that it was pure speculation and he would get to the bottom of it. He stated that the good thing that came out of the hearing was that the magistrate ordered a limit of four people to a sober home.

Town Manager Davis stated that the first forty children to arrive at the baseball clinic on Saturday would receive a free baseball glove and the first 100 children would receive a t-shirt and baseball. They would be learning basic base running, correct ball throwing and catching skills. She announced that the Town would be hosting bingo again every Wednesday at 10 a.m. in the Town's Mirror Ballroom. She gave an update on the street lighting program. She stated that there was not enough time to go out for bid on the installation of the poles and electric. She notified the Commission that she authorized the expenditure to purchase and install the concrete poles and anticipated that the poles would be delivered within the next three weeks. She stated that they were obtaining quotes for the underground electric installation. She stated that she would be bringing the expenditures to the Commission after the confirmation. She explained that she was doing this in order to have the poles and the power on so that the electorate could go out and see what the LED lighting is prior to the referendum question being voted upon. The lighting would be installed on the 200 block of Bayberry Dr.

She announced that the Town was awarded the growth award from Tree City USA for 2009. She congratulated Public Works and Kim Alexander for putting that together for the Town.

Marina Director Michael Pisano announced another fishing tournament in May in which the proceeds would go to children in the justice system. He stated that it would be a very big tournament. He stated that he would keep working to get more tournaments and events at the Marina as well as having more family oriented activities along with the tournaments.

Town Manager Davis wished everyone a "Happy New Year".

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 8:45 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2010.

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2010

Agenda Item No. 2

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> BID/RFP Award
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION
<input type="checkbox"/> ORDINANCE ON SECOND READING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: American Reinvestment Recovery Act (Stimulus Funding) Florida Forest Health Improvement Initiative Grant

RECOMMENDED MOTION/ACTION: Authorize Submission of the Grant

Approved by Town Manager *Virginia Martin* Date: 1/29/10

Virginia Martin, Grants Writer
Name/Title

January 27, 2010
Date of Actual Submittal

Originating Department: Grants	Costs: \$ 24,000 Funding Source: AMERICAN REINVESTMENT RECOVERY ACT (STIMULUS FUNDING) Grant Acct. # No match	Attachments: Resolution
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <u>GM</u> _____ <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 _____ OR Not applicable in this case _____: <i>Please initial one.</i>

Summary Explanation/Background: This \$24,000 grant will allow us to purchase trees for a landscape project on the median of Date Palm Drive, from 6th Street to 9th Street. There is no match required for this grant because it is an American Reinvestment Recovery Act grant, and all work has to be contracted to create jobs.

RESOLUTION NO. 07-02-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE FOR THE AMERICAN REINVESTMENT RECOVERY ACT (STIMULUS FUNDING) FLORIDA FOREST HEALTH IMPROVEMENT INITIATIVE

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 quality of life for residents and visitors in the community; and

WHEREAS, the Florida Department of Agriculture has released an Urban and Community Forestry Grant Request for Proposal for the American Reinvestment Recovery Act Florida Forest Health Improvement Initiative that will fund up to \$24,000 for the purchase and planting of trees for single project sites; and

WHEREAS, trees contribute substantially to the beauty and quality of life in our community; and

WHEREAS, the Town of Lake Park wishes to enter into a Memorandum of Agreement between the Town of Lake Park, Florida and the Florida Department of Agriculture and Consumer Services for an American Reinvestment Recovery Act Florida Forest Health Improvement Initiative grant. and

WHEREAS, the Town of Lake Park is willing to provide proper care and maintenance for the trees planted in the project funded through this grant program, as

described in the grant agreement and Maintenance Memorandum of Agreement.

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 application for the American Reinvestment Recovery Act Florida Forest Health Initiative Grant.

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.

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: February 3, 2010

Agenda Item No. **3**

- | | |
|---|---|
| <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: Adoption of Resolution to approve the signing of updated Cooperative Authority for Library Automation (COALA) agreement by Mayor and Town Manager.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Karen Mahnk* Date: *1/29/10*

Karen Mahnk, Interim Director
Name/Title

01/26/2010
Date of Actual Submittal

Originating Department: <p style="text-align: center;">Library</p>	Costs: \$ -0- Funding Source: Acct. 700	Attachments: Copy of Resolution and Copy of updated COALA agreement
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 checked="" type="checkbox"/> Library - KM <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 _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Resolution is required as part of the approval process for the signature of an updated Cooperative Agreement among the City of Boynton Beach, The Town of Lake Park, the Village of Palm Springs, the Village of North Palm Beach and the Delray Beach Public Library Association for the operation of a shared library automation system (OPAC).

The purpose of the updated agreement is to provide for the addition of the Village of North Palm Beach to Corporative Authority for Library Automation (COALA).

RESOLUTION NO. 08-02-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF AN UPDATED COOPERATIVE AGREEMENT BETWEEN COOPERATIVE MEMBER LIBRARIES TO INCLUDE THE VILLAGE OF NORTH PALM BEACH IN THE COOPERATIVE AUTOMATED SERVICES, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN.

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, in order to meet the requirements for membership in the Cooperative Authority for Library Automation (“COALA”), the Town Commission of the Town of Lake Park is required to approve the signature of the amended agreement and make the certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The foregoing recitals are adopted as true and correct findings of fact by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is a political subdivision, eligible to participate as a member of COALA.
- Section 2. Attached hereto is **Exhibit A**, six (6) true original copies of the amended agreement which now includes North Palm Beach Library, that are hereby incorporated by reference and approved as part of this Resolution by the Town Commission of the Town of Lake Park.
- Section 3. The Town Commission of the Town of Lake Park hereby authorizes the Mayor and Town Manager to execute signatures on behalf of the Town and its participation in the Cooperative.
- Section 4. This Resolution shall become effective immediately upon adoption.



BOYNTON BEACH CITY LIBRARY

208 South Seacrest Blvd
Boynton Beach, Florida 33435

Craig B. Clark, Library Director

Phone (561) 742-6380

FAX (561) 742-6381

www.boyntonlibrary.org



January 13, 2010

To COALA Library Directors,

Enclosed, please find six (6) copies of the updated COALA agreement.

Please have your City/Library leaders sign all six (6) copies and forward to the next COALA Director and finally back to me.

Once I receive all signed copies, I will contact SIRSI to begin NPB migration into our database.

I will send each of you a signed copy for your records.

Please handle these with care and either overnight them to the next director OR hand deliver. If there are any problems, please do not hesitate to contact me at (561) 742-6380.

Best Regards,

Craig Clark
Library Director
COALA Coordinator

**COOPERATIVE AGREEMENT AMONG THE CITY OF BOYNTON BEACH, THE
TOWN OF LAKE PARK, THE VILLAGE OF PALM SPRINGS, THE VILLAGE OF
NORTH PALM BEACH, AND THE DELRAY BEACH PUBLIC LIBRARY
ASSOCIATION, INC. FOR THE OPERATION OF A SHARED LIBRARY
AUTOMATION SYSTEM**

THIS COOPERATIVE AGREEMENT, is made and entered into this ____ day of _____ 2009, by and between the TOWN OF LAKE PARK, VILLAGE OF PALM SPRINGS, VILLAGE OF NORTH PALM BEACH, the CITY OF BOYNTON BEACH, all Florida municipal corporations, and the DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC., a Florida corporation not for profit, all located in the County of Palm Beach, hereinafter referred to as "Participants."

W I T N E S S E T H:

WHEREAS, each of the Participants presently maintains a free public library; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement for the express purpose of cooperating in the provision of an automated library service which shall benefit mutually and equally the residents of the cities involved.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, the participants hereby agree as follows:

Section 1. The Participants, in order to provide for the authority to enter into this contract, agree to and acknowledge the following:

A. This Agreement constitutes a joint exercise of power shared in common which any Participant could exercise separately.

B. The purpose of this Agreement is to provide for the establishment and operation of cooperative automated library services for the mutual advantage of the Participant's municipal

residents. The name of the organization that is formed pursuant to this Agreement is the Cooperative Authority for Library Automation (“COALA”).

C. The City of Boynton Beach will arrange for the purchase of the SIRSI Dynix Unicorn Software (the “Software”). The Participants will share in the costs associated with the purchase and maintenance of the Software, and the server on which the Software and associated information is maintained. Each Participant’s share of the annual costs associated with the purchase and maintenance of the Software and server shall be as indicated in Exhibit “A”, which is attached hereto and incorporated herein by reference.

D. The Participants shall meet annually and at such other times as the Participants deem necessary in order to address any issues related to the use of the Software.

E. Each Participant shall designate one representative who shall be the contact person with respect to the operation of the Software and the performance of the Participant’s obligations pursuant to this Agreement.

F. The Participants shall prepare and submit an operational manual for the use of the Software and server. The Participants may amend the operations manual upon the mutual written agreement of a majority of the Participants.

G. It is the intent of this Contract that COALA’s major function shall be the establishment of a centralized automated library control service; however, the Participants, subject to the approval of the governing bodies of all Participants, may amend this Agreement in order to provide for additional functions as it may deem in the best interests of the public.

H. The annual budget for the performance of this Agreement shall be prepared by the Participants and submitted to their respective Chief Administrative Officers no later than May 1st of each year as part of each Participants’ annual budget. Capital funding and the annual

operational budget shall be on the basis of proportional contributions for each Participant. The proportional contributions of each Participant shall be as provided in Exhibit "A" which is attached hereto and incorporated herein by reference. The annual budget shall be funded from available Federal, State and local funds that are available for the Participant's use, and shall be subject to annual budgeting and appropriation by the Participants' governing bodies. Any capital improvements required in association with the use of the Software shall be computed on the same fair share basis.

I. The City of Boynton Beach shall keep an accurate accounting of the financial responsibilities of each Participant, and the Participant's compliance with the terms of this Agreement. The City of Boynton Beach shall provide an annual report to each Participant evidencing the expenditures associated with this Agreement, and each Participant's compliance with its financial obligations.

J. All improvements, fixtures and moveable property to be constructed or installed at the site of the automated library services control center shall be purchased in the name of the City of Boynton Beach, for the use of all the Participants. Upon the termination of this Agreement, any such improvements, fixtures, and moveable property which can be severed without destroying all resale value shall be sold and the proceeds applied toward liabilities of each Participant, if any, or divided among all the Participants at the time of termination of this Agreement as provided in Paragraph K.

K. Upon termination of this Agreement, all of the assets and liabilities associated with the performance of this Agreement shall be distributed to all of the Participants who remain a party to the Agreement at the time of termination, pro-rated on the basis of each Participant's investment.

L. Neither the Participants nor any of their respective employees shall be deemed to assume any liability for acts, omissions, or negligence of any other Participant's employees, and each shall hold the others harmless from and shall defend the others against any claims for damages resulting therefrom. All liability for injury to personnel and for loss or damage of equipment incurred in connection with this Agreement or in the performance of services or functions pursuant hereto shall be borne by the Participant employing such personnel or owning such equipment, and the Participants shall carry sufficient insurance to cover all such liabilities. This provision shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

M. Each Participant shall retain the right to terminate this Agreement at any time following one year's written notice to the other Participants, and after the effective date of such notice the Participant will be relieved of any further obligations under this Agreement, except that nothing herein shall be construed to impair the obligations of any other contract then in effect to which the Participant is a party.

N. The Participants are independent entities and are not employees or agents of the other Participants. Nothing in the Agreement shall be interpreted to establish any relationship other than that of independent entities, between the Participants, their employees, agents, subcontractors, or assigns, during or after the term of the Agreement.

O. Any other library may become a party to this Agreement, and a party to COALA upon such terms and conditions as are approved, in writing, by all the Participants, which terms and conditions shall be incorporated into this Agreement by amendment.

P. All Participants shall allow public access to all documents and materials associated with this Agreement in accordance with Chapter 119, Florida Statutes.

Q. This Agreement states the entire understanding and agreement between the Participants and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Participants with respect to the subject matter of this Agreement.

R. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that proceeding, including appellate fees and costs, in addition to any other relief to which such party may be entitled.

Section 2. The term of this Agreement shall be perpetual, subject to the Participant's annual budgeting and appropriation, and shall take effect upon execution by all Participants to wit: TOWN OF LAKE PARK, VILLAGE OF PALM SPRINGS, VILLAGE OF NORTH PALM BEACH, the CITY OF BOYNTON BEACH, and the DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC. This Agreement may be deemed effective upon the concurrence of all Participants in the same manner as the adoption of this Agreement. The Agreement shall be terminated upon the adoption of an amendment to that effect by all Participants, or in the event that all but one of the Participants have terminated the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the duly authorized officers on this ____ day of _____, 2009.

Witness:

Jammy Stanzoni
Leah Kaszoff

(SEAL)

Witness:

Witness:

Witness:

[Signature]

CITY OF BOYNTON BEACH

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



TOWN OF LAKE PARK

[Signature]

Attest: _____

VILLAGE OF PALM SPRINGS

Attest: _____

VILLAGE OF NORTH PALM BEACH

[Signature]
Attest: Melissa Teal

Witness:

DELRAY BEACH PUBLIC LIBRARY
ASSOCIATION, INC.

PRESIDENT

Attest: _____

H:\1990\900182 BB\AGMT\AGREEMENTS 2009\COALA Agmt (12-1-09).doc

EXHIBIT A

The Participants' fair share contributions to the Authority's Annual Budget shall be as follows:

FISCAL YEAR 2009 – 2010

Boynton Beach	33%
Delray Beach	33%
Lake Park	17%
Palm Springs	17%
North Palm Beach	\$27,730.88

FISCAL YEAR 2010 – 2011 and all subsequent Fiscal Years

Boynton Beach	29%
Delray Beach	29%
Lake Park	14%
Palm Springs	14%
North Palm Beach	14%

TAB 4

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

Meeting Date: **February 3, 2010**

Agenda Item No. **4**

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> BID/RFP Award
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> ORDINANCE ON SECOND READING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: NOTIFICATION OF CONFIRMATION OF EXPENDITURES-STREET LIGHTING DEMONSTRATION PROJECT- BAYBERRY DRIVE

RECOMMENDED MOTION/ACTION: APPROVE

Approved by Town Manager *W. J. Davis* Date: *1/29/10*

Richard Pittman/CRA Project Manager
Name/Title

January 29, 2010
Date of Actual Submittal

Originating Department: Administration	Costs: \$ 47,566.00 Funding Source: Acct. # 190-63055	Attachments:
Department Review: <input type="checkbox"/> Community Affairs _____ <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"/> 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 _____ OR Not applicable in this case _____: Please Initial one. <i>RP</i>

Summary Explanation/Background: In November 2009 the Town Commission authorized Administration to prepare for a March 2010 ballot question for a Town owned and maintained street lighting system. The Commission also authorized a demonstration street lighting project on one block.

This notification is being provided to the Commission because expenditures for the demonstration block will exceed the authorization of the Town Manager. On January 6th and January 20th the Town Manager advised the Commission of the initiation of expenditures due to time constraints limiting the bidding process.

The Town retained Techno Engineering to design a street lighting system on the 200 Block of Bayberry Drive. The system has been designed using LED lighting fixtures.

The design calls for six (6) poles and fixtures to be installed. Four poles will be on Bayberry Drive between 2nd and 3rd Streets. One pole will be slightly east of 2nd St. to illuminate the intersection of Bayberry Drive and 2nd Street. One pole will be slightly west of 3rd Street to illuminate the intersection of Bayberry Drive and 3rd Street. The LED light fixture supplier will loan the Town the six light fixtures. After the referendum, the Town will be able to purchase the six fixtures for \$670.00/ea. or return the fixtures to the supplier paying only the cost of shipping.

The six poles and fixture arms have been ordered. The cost to purchase and install the poles is \$13,343.00. Kasper Electric, based in Lake Park, will be installing the poles.

The design calls for underground wiring in conduit. The majority of the conduit will be installed by directional boring. Kasper Electric has been issued a purchase order in the amount of \$27,273.00 for the wiring of the system. This cost is the last of the major cost expenditures.

Residents on the 200 block of Bayberry Drive have been advised of the street lighting installation. The installation of the conduit began on January 29, 2010. During the pole installation there will be some inconvenience to motorist using Bayberry Drive. The crane used to set the poles will block the street requiring the street to be barricaded and signed to detour traffic. The installation of the poles is expected to require two days.

Costs for Demonstration Project

Design	\$ 2,930.00
Poles & Arm Purchase & Installation:	\$13,343.00
Furnish and Install Electric Panel & Wiring:	\$27,273.00
Led Light Fixtures if purchased by Town:	<u>\$ 4,020.00</u>
TOTAL	\$47,566.00



**THE TOWN OF LAKE PARK
200 BLOCK OF BAYBERRY DRIVE DESIGN
COST BREAKDOWN**

TASK & DESCRIPTION	PERSONNEL	RATE	QTY.	UNIT	SUB-TOTAL
Task A Pre-Design					
Pre-Design Meeting/Coord.	Sr. Engineer	\$ 130.00	1	Hr.	\$ 130.00
Site Visit	Sr. Engineer	\$ 130.00	2	Hr.	\$ 260.00
Task B Design Development					
Electrical Design	Sr. Engineer	\$ 130.00	4	Hr.	\$ 520.00
Site Walkdowns	Sr. Engineer	\$ 130.00	2	Hr.	\$ 260.00
Meetings	Sr. Engineer	\$ 130.00	1	Hr.	\$ 130.00
Cadd Drafting	Project Engineer	\$ 85.00	6	Hr.	\$ 510.00
Task C Construction Documents					
Electrical Design	Sr. Engineer	\$ 130.00	3	Hr.	\$ 390.00
CAAD	Sr. CAD Designer	\$ 85.00	4	Hr.	\$ 340.00
Task D Photometrics					
Photometrics Study	Staff Engineer	\$ 90.00	4	Hr.	\$ 360.00
Task E Reimbursables					
Re-prographics		\$ 30.00	1	Ea	\$ 30.00
TOTAL PROJECT					\$ 2,930.00

12/15/09



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

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

38980
TO: KASPER ELECTRICAL INC
1321 S KILLIAN DR
SUITE A
LAKE PARK, FL 33403

PURCHASE ORDER	
PURCHASE ORDER NUMBER	54867
DATE	01/06/10
DEPT. CODE	
REQUISITION NUMBER	121

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

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	01/06/10
SPECIAL INSTRUCTIONS		TERMS NET

STREET LIGHTING DEMONSTRATION PROJECT

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROVIDE LABOR, EQUIPMENT & MATERIAL TO INSTALL SIX (6) TYPE III CONCRETE POLES 40' LONG EACH WITH 6' VALMONT ARM. CONTRACTOR TO PROVIDE POLE & BRACKET. TOWN TO PROVIDE STREET LIGHT FIXTURE POLES TO BE INSTALLED ON THE 200 BLOCK OF BAYBERRY DR ELECTRICAL WIRING TO POLE BY SEPERATE CONTRACT	190-63055	1.00	13343.00	13,343.00
				TOTAL	13,343.00

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

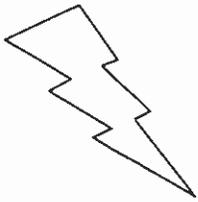
FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

Anne M. Costello 1/6/10

APPROVED DIRECTOR OF FINANCE

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

VENDOR COPY



KASPER ELECTRICAL INC
1321 South Killian Dr., SUITE A
LAKE PARK, FL 33403

LIC. # EC-0001409
PH (561) 845-1660
FAX (561) 845-1575

Proposal

TO: Town of Lake Park
 650 Old Dixie Highway
 Lake Park, Fl 33403

FROM: Jay Kasper
 JOB NAME Street Lights Branch Circuits
 DATE: January 18th, 2010
 LOCATION: Bayberry Dr
 PHONE: 881-3347 Fax 881-3349
 rpittman@lakeparkflorida.gov

Att: Mr. Richard Pittman, P.E.

Supply labor, material and equipment to supply and install a new 60-amp single phase electric service and meter with a Sq D lighting control contractor, photo cell, lightning arrester and 3 position switch mounted on a Higgins post. We will install all conduit, wire, Quazite junction boxes and covers with pea rock under each box, Raychem jell caps in ground junction boxes and ground rods as per plans and specifications.

Existing ground around the work area to be returned to prior conditions.

NOT INCLUDED IN PROPOSAL AMOUNT:
 Permit Fees.
 FP&L charges

Total Job cost. \$27,273 .00
 Twenty-seven Thousand two hundred seventy-three
 and 00/100 dollars
AUTHORIZED

SIGNATURE *Leonard J Kasper Jr*
 Leonard J Kasper Jr. President

ACCEPTANCE OF PROPOSAL

CONDITIONS OF PROPOSAL
 Billed on the 25th of each month
 Paid by the following 10th

SIGNATURE _____
 Date _____
 signed _____
 Print Name _____

TAB 5

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

Meeting Date: February 3, 2010

Agenda Item No. 5

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

SUBJECT: Notification of Great American Cleanup on April 17, 2010

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager W.P. Davis Date: 1/26/10

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments: Announcement from Palm Beach County
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" 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's Public Works Department is volunteering to participate in Palm Beach County's "Great American Cleanup – Keep America Beautiful" Event on Saturday, April 17, 2010. The Public Works Department employees are soliciting volunteers and coordinating this year's "clean up" efforts. The locations to be cleaned are Watertower Road and cross streets.

TAB 6

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

Meeting Date: February 3, 2010

Agenda Item No. 6

- | | |
|--|--|
| <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: Settlement of Carlisle vs. Town of Lake Park Lawsuit

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

HR Davis

Date: 1/29/10

Name/Title

Debra McElhara
HR Director

Date of Actual Submittal

1/28/10

Originating Department: Human Resources	Costs: \$8,000.00 Funding Source: Insurance Fund Acct. # 150-51-589-900-49500	Attachments:
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 _____ OR Not applicable in this case <u>BMT</u> : Please initial one.

Summary Explanation/Background:

On February 12, 2008, a resident of the City of Riviera Beach, Florida tripped and fell over the gate track during the installation by the firm of ECS Security, Inc. of the automated gate leading to the southern parking lot of Lake Shore Park, thereby sustaining personal injuries. In October 2008, she and her husband filed a complaint against the Town and ECS Security, Inc. Mediation was held in this matter on November 16, 2009 and settlement was reached in the amount of \$9,000 of which the Town is responsible to pay \$8,000. The purpose of this item is to advise the Commission of this settlement.

TAB 7

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

Meeting Date: February 3, 2010

Agenda Item No. 7

- | | |
|--|---|
| <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: Renewal of Intergovernmental Consultant (Lobbyist) Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *W. Davis* Date: 1/29/10

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ 13,500 Funding Source: Town Commission Professional Services Acct. #	Attachments: Agreement for Professional Services, and Letter from Fausto Gomez
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 Intergovernmental Consultant Agreement expires on February 6, 2010. Consultant Fausto Gomez has agreed that in the interest of the Town's budget constraints, he has agreed to reduce his fee structure by 10% for Fiscal Year 2009/10.

The total fee for the contract was \$30,000. The 10% reduction brings the total contract price to \$27,000. The Town's CRA shares the expense by 50%, therefore the cost to the general fund is \$13,500, which has been budgeted accordingly. Mr. Gomez and the Town Attorney presented proposed Sober House Legislation at the Palm Beach County Legislative Hearing on January 27, 2010. Mr. Gomez will be assisting the Town with its Sober House legislation during the upcoming legislative session.

GÓMEZ BARKER ASSOCIATES, INC.

Government Relations & Public Affairs Consultants
2350 Coral Way, Suite 301
Miami, Florida 33134
Telephone: 305-350-0322
Facsimile: 305-350-0322
www.gomezbarker.com

January 30, 2010

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

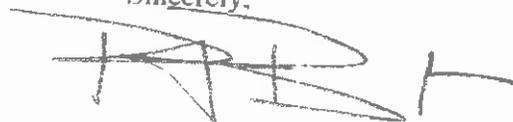
Dear Maria:

I am pleased to represent the Town of Lake Park and to work with the Mayor, Commissioners, and you and your staff in order to continue receiving benefits from Tallahassee. Notwithstanding the difficult budget circumstances, we secured and protected an initial funding allocation and obtained monies for the Library. Additionally, our firm helped protect the Town's revenue base by working to defeat various bills that would have imposed Revenue Caps as well as Property Tax Caps, established a moratorium on impact fees, extended permits and development orders for three years, and removed sovereign immunity protection from Bert Harris claims. On the policy front we were successful in defeating legislation that would have relaxed zoning regulations for community residential homes and prohibited local governments from enforcing ordinances that require mortgage holders to maintain and secure foreclosed properties failed. We are now focused on the Sober House issue as well as identifying potential legislative and agency resources.

I understand that my Agreement with Lake Park expires in February and I am prepared to again offer my services at the current rate. This includes the 10% reduction we negotiated last year. Every local government in Florida has been impacted by state policy regarding property taxes as well as the general economic downturn and I want to assure you and the Town's elected officials that I am sensitive to that. My staff and I remain committed to Lake Park and look forward to continuing our relationship.

Please let me know if you need anything further. I appreciate your again considering me.

Sincerely,



Fausto B. Gomez

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 6 day of February, 2008 between the Town of Lake Park, Florida (hereinafter referred to as "Town") and Gomez Barker Associates, Inc., a Florida for profit corporation whose principal place of business is 2350 CORAL WAY, #301 MIAMI, FLORIDA 33145 Florida (hereinafter referred to as "Gomez Barker").

WHEREAS, the TOWN is a municipality and given 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 desires that Gomez Barker to provide the consulting services as specified herein, in support of the Town's government relations and public affairs efforts at the state government level; and

WHEREAS, Gomez Barker has represented and warranted that it has special professional qualifications and the ability to provide the consulting services required by the Town, and is willing and able to provide same under the terms and conditions set forth in this Contract; and

WHEREAS, Gomez Barker was selected by the Town of Cutler Bay through the Competitive Consultant's Negotiation Act ("CCNA") to provide the same services as required by the Town, and the Town has determined that is in the best interest of the Town of Lake Park to "piggy-back" off the Cutler Bay contract award to Gomez Barker.

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 Gomez Barker in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. **CONTRACT TERM.**

1.1 The term of this Agreement shall be for a period of one (1) year, commencing on commencing on February 7, 2008 and terminating on February 6, 2009 unless terminated earlier pursuant to the provisions contained herein. The effective date ("Effective Date") of this Agreement shall be on the date the Agreement is executed by the Mayor of the Town after approval of the Agreement by the Town Commission. The Town shall have the option of renewing the Agreement at the expiration of the initial one-year term by giving Gomez Barker written intent to renew at least thirty days before the expiration of the initial term. The parties agree that time is of the essence in the performance of each any every obligation under this Agreement.

2. **CONSIDERATION AND INVOICING.**

2.1 For the performance of the services described in the attached **Schedule A** ("Scope of Work"), the Town shall pay Gomez Barker the compensation provided for in the attached **Schedule B** ("Compensation").

2.2 **Reimbursable expenses.** Gomez Barker shall be reimbursed for out-of-pocket expenses directly chargeable to the services provided to the Town under this Agreement, at the actual cost incurred. Reimbursable expenses include, but are not limited to: the actual cost of the preparing materials for distribution, printing, deliveries, federal express services, postage. Gomez Barker shall not charge for facsimile transmittal, travel

time, or telephone calls. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes with regard to per diem and traveling expenses. Identifiable communication expenses, reproduction costs, sub-consultant fees, overnight deliveries and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost. Prior to expending these expenses, Gomez Barker shall provide notice that an expense may be incurred.

2.3 Pursuant to Section 287.055(5)(a), Florida Statutes, execution of this Agreement by Gomez Barker shall act 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. Gomez Barker agrees that the Town may adjust the consideration for this Agreement 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 Agreement.

2.4 Gomez Barker's invoices shall be sent to the following address:

Town of Lake Park
Town Manager
545 Park Avenue
Lake Park, FL 33403

2.5 Gomez Barker shall bill the Town on a monthly basis. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the Town, and provided Gomez Barker has

performed the work according to the terms and conditions of this Agreement to the satisfaction of the Town.

3. **CONTRACT PERFORMANCE.**

3.1 Gomez Barker shall perform all required services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. Gomez Barker agrees that any such information provided to it by the Town shall only be used for the performance of this Agreement, and shall not be divulged to a third-party.

4. **INDEPENDENT CONTRACTOR.**

4.1 Gomez Barker is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and Gomez Barker, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Gomez Barker is free to provide similar services for others.

4.2 Gomez Barker shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.

4.3 Gomez Barker shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 4.4 All acts to be performed by Gomez Barker in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
- 4.5 Pursuant to Section 287.055(6), Florida Statutes, Gomez Barker warrants that it has not employed or retained any person, other than a bona fide employee working solely for Gomez Barker, to solicit or secure this Agreement. Further Gomez Barker warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Gomez Barker, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 4.6 Gomez Barker shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by Gomez Barker to fulfill its contractual obligations with the Town. Gomez Barker shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.
- 4.7 Gomez Barker, by its execution of this Agreement, acknowledges and attests that, neither it nor any of its affiliates who shall perform work which is intended to benefit the Town, have been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period

longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. Gomez Barker further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall not incur any liability to the Gomez Barker for any services provided.

5. **INDEMNIFICATION AND INSURANCE.**

5.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, Gomez Barker shall defend, indemnify, save, and hold the Town, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by Gomez Barker, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. Gomez Barker further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

5.2 Gomez Barker shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Agreement, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of Gomez Barker 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 Gomez Barker 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 shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of Gomez Barker.

- 5.3 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 Gomez Barker. 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 Gomez Barker to ensure that any subcontractors are adequately insured or covered under their policies.
- 5.4 All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work under this Agreement. The Town may at its discretion, require Gomez Barker to provide a complete certified copy of the insurance policy(s).
- 5.5 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+.
- 5.6 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.
- 5.7 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.

5.8 Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by Gomez Barker and the Town, at its sole discretion, may cancel the Agreement, and all rights, title and interest of Gomez Barker shall thereupon cease and terminate.

6. **TERMINATION.**

- 6.1 Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis at the rate of \$82.19 per day for any partial month. In the event of termination, Gomez Barker shall provide Town with a status report describing all actions taken by the firm in furtherance of the Town's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to the Town or its legislative goals. The Town shall reimburse all reasonable costs incurred through the date of termination as provided in **Schedule B, Section 2**, upon submission of documentation justifying the necessity and reasonableness of any such expenses. The Town reserves the right to withhold payment of any expenses, which the Town, in its sole discretion, deems, are not adequately documented and/or are unreasonable and/or unnecessary and/or excessive.
- 6.2 The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Gomez Barker. The

performance of work under this Agreement may be terminated by the Town in accordance with this clause in whole, or from time to time in part, whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to Gomez Barker of a Notice of Termination. In the event of termination, the Town shall compensate Gomez Barker for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to Gomez Barker for such work until such time as the Town determines the exact amount due to Gomez Barker.

7. **RECORDS RETENTION/OWNERSHIP/AUDIT.**

- 7.1 Gomez Barker understands that all documents produced by Gomez Barker pursuant to this Agreement are public records and Gomez Barker must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. Gomez Barker shall indemnify and hold the Town harmless from any demands, claims, actions or lawsuits of any kind regarding Gomez Barker's failure to comply with Chapter 119, F.S. related to public records. Gomez Barker shall permit the Town or its designated agent to inspect all records maintained by Gomez Barker, which are associated with this Agreement at the location where they are kept upon reasonable notice.
- 7.2 The Town has not performed a pre-audit of Gomez Barker's financial and/or accounting records to verify actual or average direct labor payroll

rates or verify the general overhead factor and profit margin. However, Gomez Barker shall permit the Town, or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit Gomez Barker's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or a designated agency.

8. **GENERAL PROVISIONS.**

- 8.1 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, 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. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 8.3 In the event any provisions of this Agreement shall conflict, or appear to

conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

- 8.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 8.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 8.6 This Agreement may be amended, extended, or renewed only with the written approval of the parties. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or

agreements previously existing between the parties with respect to the subject matter of this Agreement. Gomez Barker recognizes that any representations, statements or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8.7 If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:

Vivian Mendez
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

TOWN OF LAKE PARK, FL

By: Paul Castro
for Paul Castro, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird
Thomas J. Baird, Town Attorney

GOMEZ BARKER ASSOCIATES, INC.

BY: Fausto B. Gomez
Printed Name: FAUSTO B. GOMEZ

Title: PRESIDENT

SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Lake Park, Gomez Barker will undertake the tasks outlines below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Lake Park.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial or helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar,

Gomez Barker would "trial balloon" Lake Park's legislative plan in order to learn how decision makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of Lake Park should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.
3. **Presentation** – Gomez Barker will present the legislative program of Lake Park to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – Lake Park officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated

by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.

5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Lake Park. These will include the Palm Beach County League of cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Lake Park's interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring and follow-up occurs.
7. **Reporting** – Focused and accurate communication with Lake Park about the status of legislation, budget requests, or any other important issues will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote Lake Park's agenda to legislators, legislative staff, and executive officials so that a full understanding of the Town will facilitate legislative requests.

SCHEDULE B

This sets forth the compensation payable by Lake Park to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$30,000 per annum. This shall be paid on the basis of a monthly retainer of \$2,500 per month, the first payment due on _____, 2008 and continuing on the 1st day of each month until the conclusion of this Agreement.
2. Lake Park agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$1,500 during the course of any annual period.

RESOLUTION NO. 10-02-08

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING FIRM OF GOMEZ BARKER & ASSOCIATES, INC., TO REPRESENT THE TOWN OF LAKE PARK BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FLORIDA STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town requires the services of a professional lobbyist firm to represent the Town before the Florida State Legislature and the Governor’s Office, to ensure that the Town is fully advised with the respect to legislation that may and/or will effect the Town, and to ensure that the Town’s priorities are brought to the attention of the applicable legislative and executive branches of state government; and

WHEREAS, the Town of Cutler Bay, Florida (“Cutler Bay”) previously issued a Request For Proposals (“RFP”) in accordance with the requirements of the Consultant’s Competitive Negotiation Act (“CCNA”), requesting proposals from qualified appropriations and intergovernmental consulting firms interested in representing Cutler Bay at the state government level; and

WHEREAS, Cutler Bay received responses to the RFP from four (4) qualified firms; and

WHEREAS, an evaluation committee comprised of the town council of Cutler Bay, heard and received presentations from all four firms who had submitted proposals in response to the RFP, and selected the consulting firm of Gomez Barker Associates, Inc., as the most qualified firm to represent the Cutler Bay, as an appropriations and intergovernmental consultant before the executive, legislative, and other branches of the state government; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to “piggy-back” off of the Cutler Bay consulting contract, and to retain the services of Gomez Barker Associates, Inc.

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

Section 1. The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

Section 2. Gomez Barker Associates, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide appropriations and intergovernmental consulting services to the Town before the executive and legislative branches of the state government, and the Mayor is hereby authorized to execute a retainer agreement between the Town and Gomez Barker Associates, Inc.. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

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

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>/</u>	—
VICE-MAYOR ED DALY	<u>/</u>	—
COMMISSIONER CHUCK BALIUS	<u>/</u>	—
COMMISSIONER JEFF CAREY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 10-02-08 duly passed and adopted this 6 day of February, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Paul W. Castro
PAUL W. CASTRO
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
TOWN SEAL
SEAL
FLORIDA

Approved as to form and legal
sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

TOWN OF LAKE PARK, FLORIDA
REQUISITION TO PURCHASE
 (NOT A PURCHASE ORDER)

Vendor # _____
 Vendor: Gomez Barker Associates, Inc.
2350 Coral Way, Ste 301
Miami, FL 33145
 Deliver To: TOWN Manager

Purchase Order # _____
 Purchase Order Date: _____
 Requisition No. _____
 Date: 1-22-09
 Required Delivery Date: _____

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
	Renewal of Intergovernmental Consultant Services Agreement (Fausto B. Gomez) Town Commission & CRA Professional Services Consent Agenda Item Approved at 11-11-09 CRA and Town Commission meetings.			
	15,000 CRA Prof. Serv.			
	15,000 TOWN COMM. Prof. Serv.			
	TOTAL		\$ 30,000 15,000	

Reason for Purchase: _____

BUDGET CONTROL	
Balance Available	\$
Amount this Request	\$
Remaining Balance	\$

 (Department Head)
 Approved _____
 (Finance Department)

 (Town Manager)

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

Meeting Date: January 21, 2009

Agenda Item No. 2

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Renewal of Intergovernmental Consultant (Lobbyist) Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director

[Signature]

Date: 1/10/09

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$ 15,000 Funding Source: Professional Services Acct. #	Attachments: Letter from Consultant Fausto Gomez
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 <u>FML</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: The Intergovernmental Consultant Agreement expires on February 6, 2009. Consultant Fausto Gomez has agreed to maintain the same fee structure for Fiscal Year 2008/09. It is staff's opinion that Mr. Gomez performed admirably,

particularly give the economic climate. The total fee for the contract is \$30,000. The CRA shares the expense with the Town in the amount of \$15,000, therefore the cost to the CRA is \$15,000, which has been budgeted accordingly.

TAB 8

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

Meeting Date: February 3, 2010

Agenda Item No. **8**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: RESOLUTION TO RREPEAL PREVIOUS RESOLUTION AUTHORIZING A REFERENDUM QUESTION FOR STREET LIGHTING G.O. BONDS

RECOMMENDED MOTION/ACTION: Approve resolution.

Approved by Town Manager _____ Date: _____

Carmine M. Costello
Name/Title Finance Director

1/29/10
Date of Actual Submittal

Originating Department: Finance	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: Resolution
Department Review: <input checked="" 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 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 special call meeting held January 28, 2010, the Town Commission passed a motion to withdraw the referendum question for street lighting from the March ballot. This resolution repeals Resolution No. 02-01-10 which authorized a bond referendum to be held in the Town on March 9, 2009 to determine whether or not the residents of the Town wanted bonds issued in the principal amount of not to exceed \$2.5 million dollars for implementation of a Street Lighting Project throughout the Town.

RESOLUTION NO. 09-02-10

A RESOLUTION REPEALING TOWN RESOLUTION NO. 02-01-10 ENTITLED "A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION AND INSTALLATION OF STREET LIGHTING TO BE OWNED BY THE TOWN OF LAKE PARK, FLORIDA IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), CALLING FOR A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LAKE PARK TO BE HELD ON MARCH 9, 2010, AS TO WHETHER GENERAL OBLIGATION BONDS FOR SUCH STREET LIGHTING PROJECT SHOULD BE ISSUED; AND PROVIDING AN EFFECTIVE DATE;" RATIFYING AND CONFIRMING ALL ACTIONS TAKEN BY THE TOWN COMMISSION AT A SPECIAL CALL MEETING ON JANUARY 28, 2010 TO WITHDRAW THE PROPOSED BOND REFERENDUM FROM THE MARCH 9, 2010 BALLOT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Constitution, the Town Charter and applicable laws of the State of Florida authorize and empower the Town of Lake Park, Florida (the "Town") to adopt this Resolution; and

WHEREAS, pursuant to Resolution No. 02-01-10 adopted on January 6, 2010, the Town Commission (the "Town Commission") authorized the holding of a bond referendum (the "Bond Referendum") on March 9, 2010 of the qualified electors of the Town to determine whether or not there would be issued general obligation bonds (the "Bonds") of the Town, in one or more series, in the aggregate principal amount of not exceeding TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), to finance all or a portion of the cost of providing street lighting throughout the Town; and

WHEREAS, on January 28, 2010 at a Special Call Commission Meeting (the "Special Meeting") the Town Commission determined it was in the best interest of Town to withdraw the Bond Referendum from the March 9, 2010 Ballot; and

WHEREAS, the Town Commission wants to ratify and confirm the action taken by the Town Commission at the Special Meeting to withdraw the Bond Referendum from the March 9, 2010 Ballot, and hereby determines it is in the best interest of the Town to repeal Resolution No. 02-01-10.

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

SECTION 1. Findings. The findings of the Town Commission set forth in the foregoing recitals are hereby adopted.

SECTION 2. Actions Ratified and Confirmed. All actions taken by the Town Commission at the Special Meeting to withdraw the Bond Referendum from the March 9, 2010 Ballot are hereby ratified and confirmed.

SECTION 3. Repeal of Resolution No. 02-01-10. Town Resolution No. 02-01-10 is hereby repealed.

SECTION 4. Effective Date. This resolution shall take effect immediately.

[Remainder of page intentionally left blank]

TAB 9

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

Meeting Date: 2/3/2010

Agenda Item No. 9

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

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

SUBJECT: Amending Chapter 34 and 78 landscape and vegetation standards

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Neil Davis*

Date: 1/29/10

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <i>[Signature]</i> <input checked="" type="checkbox"/> Community Development <i>[Signature]</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>[Signature]</i> Or 1/25/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Much of the standards for vegetation and the nonconforming section of the landscape code are outdated and require updating. This is mainly housekeeping and provides for very few substantive changes. Please review the staff report for a more detailed discussion of the changes.



Memo Date: January 26, 2010

Patrick Sullivan, AICP, CED, Director

To: Town Commission

Re: Changes to landscaping standards

These amendments were initiated because of problems with the outdated language concerning nonconforming landscaping. Since we had to fix that section it seemed prudent to review other similar areas for problems and present those areas as well. The Planning and Zoning Board reviewed the proposed changes and recommends adoption with the suggestion that the list of invasive plant and tree species be updated. Those changes have been made.

Changes to Chapter 34 entitled Vegetation.

Sec. 34-2. We have added a few definitions to clarify the meaning of words found in the body of the text, such as Pruning and Topping, etc. This is not considered significant as it clarifies rather than impacts any actions.

Sec. 34-3 through 34-7 exhibit language changes that more closely align with state statute and correct legal language as recommended by the town attorney.

Sec. 34-8 discusses dead or diseased tree removal on private property. It essentially expands and clarifies the process the town must follow to remove such trees and plant material from private property.

Sec. 34-9 provides for an updated nuisance tree list. This was prepared by our planning commission chair, Jeff Blakely.

Sec. 34-10 & 34-11 have minor language adjustments.

Changes to Chapter 78 Article VIII entitled Landscaping and Vegetation Protection.

Sec. 78-251 addresses outdated language regarding nonconforming parcels. Since all commercial parcels were required to come into conformance by July 1, 1998 the existing language is outdated and needs to be corrected so there is no confusion regarding grandfathering. The old language referred to a two year period of time between the time the ordinance was amended and everything was required to come into conformance in 1998. Since that time period has since passed the language is now irrelevant. This section also clarifies the responsibility to obtain a permit before installing or removing landscaping. It also has new language that provides direction in applying for a permit.

ORDINANCE NO. 02-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34 ENTITLED "VEGETATION", ARTICLE I; SECTION 34-1 ENTITLED "INTENT"; SECTION 34-2 ENTITLED "DEFINITIONS"; SECTION 34-3 ENTITLED "PUBLIC TREE CARE"; SECTION 34-4 ENTITLED "REMOVAL OF TREES ON TOWN PROPERTY – REPLACEMENT BY ANOTHER TREE OR BUSH"; SECTION 34-5 ENTITLED "PLANTING ON CERTAIN DRAINAGE EASEMENTS"; SECTION 34-6 ENTITLED "TREE TOPPING"; SECTION 34-7 ENTITLED "PRUNING, CORNER CLEARANCE"; SECTION 34-8 ENTITLED "DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY"; SECTION 34-9 ENTITLED "TREE REMOVAL STANDARDS"; SECTION 34-10 ENTITLED "ARBORISTS LICENSE AND BOND"; SECTION 34-11 ENTITLED "REGULATIONS FOR TREE PLANTINGS AND IMPROVEMENTS IN SWALES AND OTHER TOWN OWNED OR CONTROLLED PROPERTY OR RIGHTS OF WAY"; AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-252 ENTITLED "LANDSCAPING GENERALLY"; 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

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

WHEREAS, Town staff has recommended to the Town Commission that certain Sections of Chapter 34 be amended to provide additional guidelines, controls, and standards for the planting, maintenance, removal and protection of trees within the Town; and

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

WHEREAS, the Town Commission has also adopted additional provisions pertaining to landscaping and vegetation protection which have been codified in the Town's Zoning Code as set forth in Chapter 78, Article VIII of the Code of Ordinances of the Town; and

WHEREAS, Town staff has recommended to the Town Commission that certain amendments be made to Chapter 78, Article VIII, Section 78-252 entitled "Landscaping generally" which provides for additional landscaping regulations within the Town's Zoning Code, and which may contain certain potential internal conflicts and inconsistencies relative to landscape requirements of the Town, particularly relating to parcels of real property which fail to conform to the existing minimum landscape requirements of the Town, and which should have come into compliance with the Town's current minimum landscape regulations by the present time based on prior legislation of the Town Commission; and

WHEREAS, the Town Commission, after due notice and public hearings deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code as detailed herein above, to provide for these amendments.

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

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

Section 2. Chapter 34, Article I, Sections 34-1, 34-2, 34-3, 34-4, 34-5, 34-6, 34-7, 34-8, 34-9, 34-10; and 34-11 of the Code of Ordinances of Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 34-1. Intent.

It is the intent of these regulations ~~contained herein~~ to provide guidelines, controls, and standards for the planting, maintenance, removal and protection of trees and other permissible plant materials within the Town of Lake Park. The goals of these regulations ~~are~~ is to enhance and insure the continued continuance growth of the existing native indigenous tree canopies canopy within the town; ~~so as~~ to provide the community with the adequate green and open space; the health and safety benefits which can be derived from native plant life and the active use of a clean living environment; energy conservation through the use of natural resources, of energy, the eradication of invasive nonnative plants, weeds, and other non-indigenous plant species; land preservation; and the general psychological, aesthetic, and economic benefits that can be derived from a healthy environment and an abundance of naturally indigenous plant life, among other laudable tree preservation objectives. ~~therefrom.~~

Sec. 34-2. Definitions.

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

Public way. Includes all public streets, roads, boulevards, alleys and sidewalks, and other public rights-of-way as more specifically defined in Chapter 316, F.S., as amended from time to time.

Public areas. Includes all public ways, parks and other lands owned or leased by the town or another governmental entity.

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

Plant and plant products. Means trees, shrubs, vines, forage, and cereal plants, and all other plants and plant parts, including cuttings, grafts, scions, buds, fruit, vegetables, roots, bulbs, seeds, wood, lumber, and all products made from them, unless specifically excluded by the Division of Plant Industry of the state of Florida Department of Agriculture and Consumer Services.

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

Maintenance and protection. Includes activities all operations consisting of, but not limited to,

of: pruning, trimming, spraying, injecting, watering, fertilizing, treating, bracing, performing tree surgery work, cutting above or below the ground, removal and disposal, stump grinding, and mulching.

Pruning. Pruning is the cutting or removing branches or parts of trees or for improving the shape or growth of trees, and is the most common tree maintenance procedure. Trees supposed to be pruned in a careful and systematic manner as a preventative or corrective measure to remove dead branches, dead or living plant parts, crowded or rubbing limbs, eliminate hazards, and increase light and air penetration, without damaging other parts of the tree. The removal of plant parts, dead or alive, in a careful and systematic manner so as not to damage other parts of the plant.

Specimen tree. A tree with any individual trunk, which has a caliper larger than 12 inches. All nuisance trees listed in subsection 34-9(2)(e) are ~~specifically determined to not~~ considered to be specimen trees.

Tree service/arborist. Any person or entity, company, corporation or service, which is the business, for compensation or a fee, performs tree maintenance and protection. An arborist is a trained professional that is knowledgeable and equipped to provide proper tree care, and who is specially trained to provide a variety to services to maintain trees. ISA Certified Arborists are individuals who have achieved a level of knowledge in the art and science of tree care with a minimum of three years experience and who have passed a comprehensive examination.

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

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

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

Topping. Topping is the indiscriminate cutting of tree branches to stubs or lateral branches that are not large enough to assume the terminal role and a process to flat-cut the top of a tree or to remove more than one-third of the tree crown. Effects of topping include but are not limited to, the removal of the normal tree canopy, disfiguration of the tree and rendering the tree susceptible to disease, pest invasion, broken or weakened branches and limbs. ; ~~hat-racking~~. Other names for topping including "heading," "tipping," "hat-racking," and "rounding over.

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

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

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

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

Invasive plant. Means a naturalized plant that disrupts naturally occurring native plant communities.

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

Branch collar. Trunk tissue that forms around the base of a branch.

Shade tree. Any tree with a mature crown width that is at least two-thirds of the tree's mature height.

Swale or swale areas. A broad manmade depression, running parallel from a property line to a public the street, roadway, or other form of right-of-way, and which may be used for among other things, between the pavement and the sidewalks for containing storm water runoff. ~~from streets.~~

Crown. Main part of the branching of a tree.

Crown width. The width of the crown at its widest point measured on a plane parallel to the ground.

Caliper. A tree measurement that takes the diameter of the tree at 12 inches above the rootball.

Root ball. A group of roots extending from the base of a tree trunk that must be intact when relocating a tree in order to promote survival of the tree.

Nonviable. Not capable of existing and continuing to provide the biological or aesthetic qualities associated with a healthy functioning tree resource.

Effectively destroyed. The cutting, trimming, or damaging of a tree's trunk, branch or root system to the extent that the tree is no longer viable.

Tree removal. Directly or indirectly cutting down, destroying, removing or relocating or effectively destroying (through damaging, trimming, authorizing or allowing the cutting down, destroying, removing, moving or damaging of) any tree.

Sec. 34-3. ~~Public tree care.~~ Care of trees on public property.

The town shall have the right, but not the obligation, to plant, prune, maintain, and remove trees, plants, vegetation, and shrubs within ~~the lines of~~ all public streets, roadways,

alleys, avenues, lanes, squares and other public rights-of-way and public grounds, which the town's community development director in the exercise of his/her sole discretion reasonably deems to ~~may~~ be necessary to ensure public safety, and/or to preserve or enhance the symmetry and beauty of such public property grounds. The community development director may obtain the removal of any tree or other form of vegetation (or part thereof), which is located on town-owned property if the town's community development director in the exercise of his/her sole discretion reasonably determines that the tree or vegetation (or any part thereof) cause or order to be removed, any tree or part thereof which has created a dangerous or in an unsafe condition, and/or presents a serious threat to the public health, safety, or welfare, and/or is in irreparable or irreversible condition, including but not limited to actual or potential hazards or threats caused by diseases, fungus, pests, insects, vermin or which conditions present an actual or potential threat of injury to, or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest. This section does not prohibit the planting of street trees in the swale by adjacent property owners providing that the selection and location of such trees is in accordance with this section.

Sec. 34-4. Removal of trees on town property—Replacement by another tree or bush. Replacement of removed trees and/or vegetation from town property with appropriate trees and permitted vegetation in the same or a suitable alternative location.

Whenever ~~Wherever~~ a tree or other form of vegetation has been removed from ~~on~~ town property ~~has been removed under~~ pursuant to section 34-3, another tree or other form of permitted vegetation ~~bush~~ shall be planted in its place whenever possible, or alternatively in another suitable location on town property. wherever possible.

Sec. 34-5. Planting on certain drainage easements. Advance town approval required for proposed landscaped and related improvements for lots located over pre-existing drainage easements.

Those property owners of record and authorized agents of the property owners who persons whose own homes and/or vacant lots which directly abut the pre-existing public drainage easement, which transverses running through the approximate center of those lots located in Blocks 61, 65, 69, 73, and 39, and 115, of the town are authorized to ~~may~~ landscape and beautify only that portion of the drainage easement which directly abuts the entire length of the property line owned to a depth of not more than 25 feet from the rear property line, with only permitted landscape materials. in such blocks. All proposed landscaping and related improvements must first be beautification shall be first presented to the community development director for either written approval, approval with conditions, or denial. In considering any such request, the community development director shall take into consideration, among other relevant factors, whether the proposed who shall approve or modify same upon determination that any landscaping and/or related improvements beautification will not interfere with the use, maintenance, alterations, modification, relocation, repair, replacement of the drainage easement, for drainage purposes or the use of the easement to maintain existing and/or any planned, contemplated, or anticipated future drainage facilities. All landscaping and related improvements by a property owner or his/her authorized agents, beautification which are placed in, over, under,

~~upon, or across any on the public drainage easement, shall automatically become the property of the town; however, and the town shall have assume no obligation to maintain the landscaping and/or related improvements unless it so chooses and has received advance written authority to do so. Furthermore, the town shall have no liability for any damage caused to the landscaping or related improvements beautification material if any work on such improvements was undertaken by town employees or under town auspices. ; provided, however, that the~~ The town manager shall use reasonable efforts ~~is directed to make every effort~~ to provide the affected abutting property owners who have landscaped and beautified the subject drainage easement referred to above with advance sufficient notice of any intended alterations to the drainage easement area by the town or its agents, which might result in potential damage or destruction to the beautification of landscape materials. If permitted by the town manager, the affected so that said property owners may be allowed to retain possession of any landscape materials and related improvements that the property owners installed once the property owners have had an opportunity to may remove the landscape materials and related improvements, materials, whereupon such materials shall belong to the abutting property owner, as set forth herein.

Sec. 34-6. Tree topping prohibited.

It shall be unlawful as a normal practice for any person, ~~or entity, firm~~ or town department to top any ~~street tree, park tree or other tree~~ on public property or on private property, ~~when the where~~ such trees are required a condition of an approved development order or permit. ~~The term "topping" is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.~~ Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempt from this section at the determination of the community development director.

Sec. 34-7. Pruning, corner clearance.

(1) A property owner who has ~~Every owner~~ of any tree or plant material, or portion thereof, that overhangs overhanging any street, sidewalk, or right-of-way within the town, shall have the duty to properly prune the branches and overgrowth so that such branches and/or overgrowth do shall not obstruct pedestrian or vehicular traffic, do not obstruct the light from any street lamp, or do not obstruct visibility sight triangles or the view of any street intersection and so that there is shall be a clear space above the surface of the street or sidewalk. in compliance with the town's visibility triangle standards. Such ~~Property~~ owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs from their property to prevent the creation of a nuisance. ~~, which constitute a menace to the safety of the public. The town shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight, or interferes with visibility of any traffic control device or sign.~~

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

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

herein.

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

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

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

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

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

Sec. 34-8. Dead or diseased tree and plant removal from ~~on~~ private property.

The town shall have the right to cause the removal of ~~any~~ dead and/or diseased trees and other forms of vegetation and plant materials, and/or when it interferes with the proper spread of light along the street from a streetlight, or interferes with visibility of any traffic control device or sign on private property, in the event a violation of this Code is found pursuant to the code enforcement provisions of Section 162.06, F.S., Section 162.09, F.S., and 162.10, F.S., as amended from time to time, and Chapter 9 of this Code, and the condition(s) of the tree(s), vegetation, or other plant material(s), which presents the violation of this Code, presents a serious threat to the public health, safety and general welfare, or the condition causing the violation is irreparable or irreversible in nature. The violator shall be responsible for all costs of the tree or plant removal, together with any fines imposed, and the legal fees and administrative costs incurred by the town in connection therewith. If the violation is found to be irreversible or irreparable in nature in the code enforcement proceeding, a fine not to exceed \$5000.00 per violation may be assessed against the violator. Examples of violations which warrant tree or plant removal, include but are not limited to, conditions where the trees, vegetation, and/or plant materials when such trees constitute a serious hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees and plant life 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.

Sec. 34-9. Tree removal standards.

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

(1) [*Permit required.*] It shall be unlawful for any person, business or entity, intentionally or unintentionally, knowingly or unknowingly, 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) [*Exemptions.*] 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:

	Species	Common Name
(a)	Acacia Auriculiformis	Earleaf Acacia
(b)	Albizzia lebeck	Woman's Tongue
(c)	Araucaria heterophylla	Norfolk Island Pine
(d)	Bambusa Vulgaris	Tree Bamboo
(e)	Bischofia javanica	Bischofia
(f)	Brassaia actinophylla	Schefflera
(g)	Casuarina spp	Australian Pine
(h)	Cupaniopsis anacardiodes	Carrotwood
(i)	Enterolobium cyclocarpum	Ear Tree
(j)	Eucalyptus spp	Eucalyptus
(k)	Ficus spp	Ficus
(l)	Grevillea robusta	Silk Oak
(m)	Hibiscus tiliaceus	Mahoe
(n)	Melaleuca quinquenervia	Melaleuca
(o)	Metopium toxiferum	Poison Wood
(p)	Psidium quajava/littorale	Guava
(q)	Ricinus communis	Castorbean
(r)	Sapium sebiferum	Chinese Tallow Tree
(s)	Schinus terebinthifolius	Brazilian Pepper
(t)	Syzygium cumini	Java Plum
(u)	Thespesia populnea	Mahoe —Portia Tree

(e) ~~(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.

(f) ~~(g)~~ Removal of any tree by the town in accordance with the authority and administrative discretion provided in section 34-14 of this chapter.

(g) Removal of noxious weeds, noxious plants, noxious aquatic plants, invasive plants, non-native plants, non-native aquatic plants, and plants infested with plant pests, as such terms are defined in chapter 581, F.S., as amended from time to time.

Sec. 34-10. Arborists license and bond.

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

Sec. 34-11. Regulations for tree plantings and improvements in swales and on other town-owned or controlled property or rights-of-way.

(1) *Sole risk property owner.* Liability for any injuries or damages which result from any work performed and/or improvements constructed, installed or placed in the swale area by the property owner(s), their successors or assigns shall be at the property owner's sole risk; and without recourse to the town, even if improvements and other materials placed in the swale area required to be removed by the town or other entity with jurisdiction. ~~The area from the property line to the edge of the street or roadway shall be considered the swale area for purposes of this section.~~

(2) Newly planted trees on Town owned property or controlled rights of way or within 5 feet of sidewalks or parking areas shall have installed (at the time of planting) an approved root barrier.

Section 3. Chapter 78, Article VIII, Section 78-251 of the Code of Ordinances of Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 78-251. Landscaping generally.

(a) *Purpose and intent.* The purpose and intent of this article ~~chapter~~ is to protect, preserve, and enhance the natural environment and beauty of the town by creating minimum standards for

landscaping and vegetation protection. The purpose and intent as expressed in section 34-1 of this code is also applicable to this section. Landscaping that meets these standards will:

- (1) Improve and sustain the aesthetic appearance of the town.
- (2) Improve air and water quality by such natural processes as transpiration and the maintenance of permeable land areas for aquifer recharge and surface water filtration.
- (3) Buffer noise and reduce pollution through the filtering capacity of living trees and vegetation.
- (4) Promote energy conservation through:
 - a. The creation of shade which reduces heat gain in or on buildings and paved areas; and
 - b. The channeling and control of breezes to facilitate the natural cooling of buildings.
- (5) Reduce erosion by stabilizing the soil.
- (6) Provide habitat for urban wildlife and a planned transition of the town's green space and open space to the town's conservation areas.
- (7) Conserve freshwater resources through the use of drought-tolerant plants and mulch, promoting the planting of less sod and water efficient irrigation systems.
- (8) Provide a visual and/or structural buffer between otherwise incompatible types of land uses.
- (9) Increase the economic value of land by serving as a capital asset when properly incorporated into site design.
- (10) Provide for the public health, safety and welfare.

(b) *Procedures established.* In order to fulfill these goals, this article ~~chapter~~ establishes the following:

- (1) Procedures to evaluate new landscape plans and existing vegetation protection plans using:
 - a. Minimum standards for new landscape installations;
 - b. Minimum standards for the preservation of existing vegetation; and
 - c. Adequate standards for maintenance and arboriculture.

(2) Procedures for administration and enforcement of these standards.

(c) *Applicability.*

(1) The standards contained in this section shall apply to all property within the town. ~~While existing development and approvals, granted prior to July 1, 1998, are not required to comply with the standards, any amendments to previous approvals, redevelopment, or development approvals which have been granted time extensions for a previously approved development plan or the continuation of a partially developed development plan shall conform with these regulations.~~

(2) Nonconforming parcels ~~buildings, structures, uses or landscape areas.~~

a. Any parcel of land, with the exception of nonconforming parcels on which single-family, two-family or three-family dwellings exist, ~~which is the subject of a current valid development order or upon which a structure has been erected prior to July 1, 1998, shall be required to~~ must conform with ~~to~~ the requirements and regulations of this article and chapter, regardless of the date of the erection of the structure. within two years of July 1, 1998.

b. Nonconforming ~~parcels of real property~~ on which single-family, two-family or three-family dwellings exist must ~~shall be required to~~ comply with the landscape requirements of this article whenever at such time that a building permit is issued by the town for construction work on the property, where the estimated total value of the construction work and/or other improvements is ~~has a value of \$5,000.00 or more.~~

c. Nonconforming parcels of real property ~~buildings, lots or uses~~ shall be subject to the ~~provisions of the~~ landscape requirements of this article. should they seek any expansion or modification, or should they suffer damage in excess of 50 percent of their appraised value.

d. If it is impossible to satisfy the landscape requirements on a non-conforming parcel, the Town may designate the Town Manager or her designee to mitigate the non conformity by donation to the Town of cash equal to the costs of the required improvements, or by the owners contribution of a like amount (or combination thereof) of trees, shrubs, and ground covers for the improvement of the Town's public parks, ball fields or other parcels that might be designated to satisfy the extent of the non conformity.

~~d. If an amendment to an approved site plan is proposed or any change is proposed to a site for which there is no site plan, then the town shall require the nonconforming landscaping and open space to comply with this chapter. The following types of amendments to a site plan or change to a site without a site plan shall require the submittal and formal review of a landscape plan:~~

- ~~1. The total square footage of any building or open space by more than five percent;~~
 - ~~2. The number of structures;~~
 - ~~3. The number of residential dwelling units;~~
 - ~~4. The building height of any building;~~
 - ~~5. The traffic impact, required parking, or change in traffic circulation;~~
 - ~~6. Modifications to the facade of an existing building; or~~
 - ~~7. Modifications to on site signage (not including replacement of sign face).~~
- ~~e. The variance procedure for standards of this section shall be the same as outlined in section 78-75.~~

(3) To the extent that any conflicts occur between the standards of this section and any corridor plans or other landscaping requirements specified for properties within the Community Redevelopment Agency Area (CRA), the provisions of the CRA requirements shall prevail. Additionally, where provisions of the CRA are not in conflict with other regulations contained herein, those provisions that which are is more strict shall prevail.

(d) *Approval required.* ~~Unless otherwise provided within this chapter, no parcel within the town which is in violation of the landscape requirements of this article, or any parcel which requires site plan approval and shall be landscaped, cleared or grubbed within the town unless a landscape permit is issued by the community development department for the parcel which is in violation of the requirements of this article. After review and administrative approval of the landscape permit application and the payment of the applicable permit fee by the applicant. In the case of property which is the subject of an approved site plan, the property shall not be landscaped, cleared or grubbed until an amended site plan together with a separate landscape plan is submitted by the applicant along with the applicable site plan amendment application fee, and the site plan amendment and landscape plan are approved by the town. new site written permission is first obtained by site plan approval and a permit as outlined in this chapter. Furthermore, the standards for tree removal and abuse as set forth in articles 1 and 2 of chapter 34 entitled "Vegetation" shall be strictly complied with, and are incorporated by reference herein. no tree, except as provided for in this chapter, shall be out down, destroyed, removed, hat-racked or effectively destroyed as a result of damaging the tree or changing the natural grade within the drip line of a tree, without first obtaining site plan approval and a permit. The town grants permission to remove, add to, relocate, or plant vegetation on land within the limits of the town through a procedure that requires an application and permit as described in subsection (e) of this section. Approved landscape and tree protection plans may shall not be altered in any way, unless otherwise provided for by this chapter.~~

(e) *Application and permit required.*

(1) Any person or entity seeking who wants site plan approval and as a part thereof, desires to landscape or clear existing vegetation, grub, or remove or destroy (destroy) a tree, or in any way, or alter existing plant communities, or alter previously cleared land, shall submit a technically complete development application to the community development director for review and approval or denial, town manager or designee. Applications are available at the community development department.

(2) If an application for a site plan amendment is submitted, a separate landscape plan shall be submitted as part of the application. a change to an approved landscape plan is needed by the landowner or agent, an amendment to the development application, specifically the landscape plan, shall be filed with the town and approved by the town.

~~(3) Each development application and amendments, including changes to the landscape plan, shall be accompanied by a fee imposed by the town commission.~~

~~(4) Each permit for the clearing of property shall be accompanied by a fee imposed by the town commission.~~

~~(3) (5) Prior to the submission of any application for site plan approval or a landscape permit, the community development department shall use its best efforts to schedule a pre-application conference and inspection of the property work or permit, the town community development department shall make its services available for review or inspection of the site, provided there is at least seven working days notice thereof. The intent of the preapplication inspection is to identify specific areas of concern and protection in order to plan for tree protection, relocation, grading, drainage, building location, and road alignment. prior to preparation of site plan submission.~~

~~(4) (6) Except for single-family and two-family dwellings, prior to the issuance of any permit for paving, a development application shall be submitted to and approved by the community development department. No permit shall be issued for buildings or paving unless the such application complies with the provisions hereof, and no certificate of use and occupancy or completion shall be issued until the landscaping is complete and passes a final inspection by the town. , and it It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved plans and the requirements hereof.~~

(f) *Development application.*

(1) Any person who does not have a site plan or landscape plan approval as required by this section, pursuant to subsection (g)(3)e of this section and who desires to clear vegetation, plant vegetation, grub, or remove, or destroy (destroy) a tree, or in any way alter a plant community or previously cleared land, must first submit a written development application for the proposed landscape work to the community development

department, together with the applicable permit fee, and obtain a landscape permit from the town. shall make a written development application to the town manager or designee.

(2) The following actions require approval from the town commission and will only be reviewed upon submittal of a technically complete development application and other information deemed necessary by the community development director and/or town commission information:

a. Installation of new landscaping, land clearing, site vegetation grubbing, or removal of trees or other vegetation that is as proposed by either a proposed landscape plan or drawing, site plan, a site plan amendment, a development review site plan, or other form of development order (s). ~~PUD.~~

b. Clearing, grubbing, or removing trees or plants for the expansion of a permitted use within a particular land use or zoning district.

c. ~~Performing~~ Making major changes (~~those changes that have been deemed not minor by the town manager~~) to the landscaping or preserve area which is the subject of a previously approved site plan or PUD approval, within a previously approved site development plan to the extent that plant quantities or design are is affected.

d. Changing the landscape area or preserve area which is the subject of a previously approved site plan or PUD approval ~~of an approved site plan~~ due to restraints, conflicts or conditions put on the property owner, applicant or agent by the state department of transportation, a utility company or a governmental agency with multi-jurisdictional authority prior to starting work.

(3) Evaluation of the development application will be based upon the application package prepared by the applicant, property owner or designee. A pre-application field inspection by the town community development director shall be conducted. ~~is available.~~ The submitted development application package shall include, but shall not be limited to, the following information:

a. The technically complete development application submitted, on a form, which ~~is~~ available in the community development department, together with the applicable application fee. and fee if applicable.

b. Location map, including but not limited to, the location of the site within the town, including but not limited to, the nearest major roadways, landmarks, road, and water bodies.

c. Vegetation and habitat map. A drawing to scale or aerial photo with scale of the site that shows the existing terrestrial and aquatic vegetation and significant wildlife habitat, including exotic invasive species and native plant communities at the same scale as the site plan:

1. Within the plant communities, the location of all three-inch caliper trees or greater.
 2. Location of large groups of trees in close proximity can be designated as clusters within predominant communities if approximate tree count and the largest and average caliper in the cluster is indicated on the map; using plot samples to acquire this information is acceptable.
 3. A description of each plant community, including species within the canopy, understory and ground cover and a written statement to indicate the proposed removal, relocation or preservation of all or part of such community.
 4. Soil types and conditions.
 5. A drawing to scale or aerial photo with scale that maps the species, location or possible location of any federal- or state-listed endangered, threatened or species of special concern (plant or animal), and a written statement to indicate the proposed removal, relocation, or preservation of all or part of the habitat at the same scale as the site plan.
 6. Archaeologically, historically, and/or geologically important features found on site.
 7. Areas of previous alteration or degradation including present and past human use should be indicated on a map or aerial photo at the same scale as the site plan.
 8. Surrounding landscaping or plant communities within 50 feet of the property line.
 9. Protected trees, as designated by the town commission, must will be located on a survey map which map is not older than 90 days from the date of submission of the application and is signed and sealed by a registered state of Florida surveyor. This survey will be used in the project design to ~~help~~ protect the trees through the planning stages of development.
 10. Data table with specific values for acreage of each plant community, including total upland and wetland areas before and after land alteration.
- d. Project design plan.
1. Site plan showing proposed buildings, roadways, parking areas, utility easements, dumpster enclosures, water features, flood control structures, backflow preventers, well field locations, stormwater systems, landscaped areas, buffer areas, preserve areas and other open space areas at the same scale

as an overlay of the vegetation map.

2. Elevation (contour) or grade maps for the existing grades and proposed grades at the same scale as the vegetation map.
3. Mitigation proposals as they relate to loss of wetlands or actual occupied habitat of endangered, threatened species or species of special concern for plants and wildlife.
4. Detailed landscape plan. All landscape plans except individual single-family, duplex and triplex lots, or areas of one acre or less which are required by this chapter shall bear the seal of a landscape architect licensed to practice in the state of Florida, or be prepared by another licensed professional authorized to prepare landscape plans by F.S. § 481.301 et seq. and be at a scale no smaller than one inch equals twenty feet. Detailed landscape plans shall include but not be limited to:
 - i. Clearly delineated and keyed landscape areas, square footage of open space and impervious areas, landscape materials with specifications, such as caliper, height, species name (common and botanical), size and the like, and quantities to be used.
 - ii. Existing trees on the property that are proposed or required to be preserved and the methods to protect these trees during construction. The protection methods will be consistent with the Florida Division of Forestry, Tree Protection Manual for Builders and Developers, most current edition, 1979.
 - iii. Specifications of hardscapes (nonliving landscape materials) including heights, widths, types, and locations of all barriers.
 - iv. Landscape plans may be required to have typical aerial view drawings and/or cross section details of any proposed perimeter buffer area, road right-of-way, or lot landscaping.
 - v. Landscaping shall be shown as an overlay of the site plan including all new trees, shrubs, grass, open areas, preservation areas and hardscapes. For the purpose of public hearings, landscape plans submitted for Planning and Zoning or Town Council review shall be rendered with plan (color) graphics and present elevations of all sides of a property or building. Presentations may be in the form of a digital PowerPoint or equivalent format. The town encourages the proper choice of plants for water conservation in landscaping as set forth in the South Florida Water Management Xeriscape Plant Guide.

- vi. A plan (narrative) to eradicate and prevent the reestablishment of prohibited plant species listed in section 78-253(f).
 - vii. Landscape plans may be required to have typical aerial view drawings and/or cross section details of any proposed littoral planting zones as referenced in section 78-254(f).
 - vii. Conceptual irrigation system plan, including main lines, backflow preventer, and water source, which indicates 100 percent coverage of all pervious areas and which meets the current standards of the Florida Irrigation Society. Also refer to section 78-254(e)(3) for more information.
 - viii. All landscape plans shall be coordinated with civil engineering plans to avoid conflicts with proposed underground utilities. The civil engineer of record shall certify in writing that the landscape and civil engineering drawings have been reviewed for their coordination and that no conflicts exist.
- e. Project operations.
- 1. Description of construction methodology to be performed on site, including use, storage, handling or production of substances known to be harmful to plants and/or wildlife.
 - 2. Description of any anticipated soil, water, or air pollution produced or generated by the project and known to be harmful to plants and/or wildlife.
 - 3. Description of the project phasing. Any project that will require multiple building permits due to the methodology or construction sequence caused by off-site improvements, staging building-by-building, increasing square footage, restructuring finances or changing market strategies will be considered phased. There shall be a narrative and/or map depicting the projected phasing submitted that describes when areas will be cleared and landscaped.
- f. Prior to approval, revised site plans shall be accompanied by a written description of all changes made since the last site plan review.
- g. After approval and prior to the issuance of any town permit, the site plan shall have all conditions of approval located on the site plan, and this information will be available on the site during construction. A reduced copy shall be provided to the town clerk's office for attachment to the respective ordinance or resolution documents.

(g) *Administrative approval.*

(1) The following actions may be approved by the community development director ~~town manager or designee~~ upon request for a permit:

- a. Landscape plans for single-family and two-family dwellings.
- b. Clearing, grubbing, or removal of trees or other vegetation pursuant to an approved site plan. No vegetation clearing will be permitted until a written permit is issued or as otherwise permitted in this chapter.
- c. Removing and replacing dead, diseased, damaged, or insect-infested vegetation, including trees, if such determination is made and approved by the town community development director.
- d. Removing or relocating vegetation, including trees, that are a hazard to existing buildings or within existing utility easements or rights-of-way, if such determination is made and approved by the community development department.
- e. Removing and replacing trees due to a hardship regarding health or safety, if such determination is made and approved by the town community development director.
- f. Minor alterations or changes to approved landscape plans within all districts to improve or remove existing landscape as determined by the town manager. Minor alterations shall be defined, in most cases, as a change of type, quantity, or location that affects up to 25 percent of required shrubs or 25 percent of required trees on a site.
- g. Installations of fences, if no expansion of an existing or proposed use is intended.
- h. Temporary landscaping (landscaping other than what was originally approved), if it does not result in the removal of native vegetation.

(2) Evaluation of the permit to amend a landscape plan administratively shall be based upon the information prepared and submitted to the town by the property owner or the property owner's designee. A field inspection by the town community development director shall be conducted. ~~is available~~. The submittal shall include, but not be limited to, the following information:

- a. Location map of the property (a current legible aerial photograph or a drawing to scale).
- b. Existing vegetation inventory map and landscape plan for all changes.
- c. Location and description of all proposed changes.

- d. Reasons/rationale for the proposed changes.
- e. Replacement schedule, if applicable.
- f. Site plan data revision, if applicable.

(3) Administrative approval will be granted, granted with conditions, or denied within 15 working days from the time a technically complete application is submitted to the community development director, unless circumstances warrant additional review time by the town. The cost recovery provisions of section 51-6 shall apply to the review and processing of all such applications by the town and must be paid in advance prior to the issuance of any approval or permit by the town, town manager or designee.

Section 4. **Severability.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. **Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such.

Section 7. **Effective date.** This Ordinance shall take effect immediately upon passage.