AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 19, 2014, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	**—**	**Mayor**
Kimberly Glas-Castro	**—**	**Vice-Mayor**
Erin T. Flaherty	**—**	**Commissioner**
Michael O'Rourke	**—**	**Commissioner**
Kathleen Rapoza	**—**	**Commissioner**
Dale S. Sugerman, Ph.D.	**—**	**Town Manager**
Thomas J. Baird, Esq.	**—**	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Presentation of the Recommendations of the Lake Park Marina Seawall Remediation Engineering Report and Outline of Range of Potential Costs to Repair Tab 1

D. PUBLIC COMMENT:

This time is provided for addressing 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.

E. 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. <u>Cards must be submitted before the item is discussed.</u>

2. Regular Commission Meeting Minutes of January 15, 2014 Tab 2
3. Commission Workshop Minutes of January 15, 2014 Tab 3
4. Regular Commission Meeting Minutes of February 5, 2014 Tab 4

F. <u>PUBLIC HEARINGS - ORDINANCE ON FIRST READING:</u>
None

G. <u>PUBLIC HEARINGS – ORDINANCE ON SECOND READING:</u>
5. Ordinance No. 02-2014 Amending Ordinance 05-2012 Duties of the Town Manager Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES"; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 ENTITLED "POWERS AND DUTIES OF TOWN MANAGER"; PROVIDING FOR THE AMENDMENT OF SECTION 2-87 ENTITLED "POWERS AND DUTIES OF TOWN ATTORNEY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

H. <u>NEW BUSINESS:</u>
6. Resolution No. 04-02-14 To Change the Employee Pension Plan and Deferred Compensation Plan Administrator from the Variable Annuity Life Insurance Company to the International City/County Management Association – Retirement Corporation Tab 6

7. Resolution No. 05-02-14 Authorizing the Mayor to Execute a Revised Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina Tab 7

8. Authorizing the Mayor to Execute a Revised License Agreement with the Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT) Tab 8

9. Authorizing the Town Manager to Execute the Order Form with Pitney Bowes for a New Postage Meter Tab 9

10. Resolution No. 06-02-14 Establishing an Application Process and an Effective Date for Authorization of Non-Exclusive Franchise for Roll-off Container Tab 10

I. <u>TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:</u>

J. <u>ADJOURNMENT</u>

<u>Next Scheduled Regular Commission Meeting will be held on Wednesday, March 5, 2014</u>

SPECIAL PRESENTATION/ REPORT

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 1

Agenda Title: Presentation of the Recommendations of the Lake Park Marina Seawall Remediation Engineering Report and Outline of Range of Potential Costs to Repair.

[X] **SPECIAL PRESENTATION/REPORTS** [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 2/3/14

Richard Pittman/ Project Manager
Name/Title

Originating Department: Public Works	**Costs: $500,000-$600,000** **Funding Source: Unspent Legal Settlement Proceeds from Marina Settlement.** **Acct. No. 800-46050** **[X] Finance**	**Attachments:** **Engineers Report** **DVD w/Report and Appendices to Engineering Report** **Preliminary Construction Budget**
Advertised: Date: _____ Paper: _____ **[X]** Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case RP **Please initial one.**

Summary Explanation/Background:
The Lake Park Marina has soil and brick paver settlement along the seawall. This soil settlement can be attributed to soil leakage at seawall panel joints. In 2013 the Commission approved funding for two demonstration projects which provided several methods of sealing the seawall joints. The results of the demonstration methods and final report along with recommendations have been

prepared by Simmons & White Engineers under an agreement approved by the Commission on March 27, 2013.

The report provides some history of the soil leakage problem and the findings of the two demonstration projects. The two distinct remediation methods of chemical grouting and filter fabric retrofit each have their own pros and cons which are described in the report. Key members of the Town staff have worked through the outline of remediation methods outlined by the consulting engineer and will present a report to the Town Commission on our best recommendations for undertaking the repair. Those recommendations are:

Repair and Restoration Recommendations (see pages 17 thru 21 of Engineers Report):

A. Remove all of the plywood, outdoor carpeting, and brick paver pedestrian walkway.
B. Use the chemical grouting technique to remediate the panel joint leakage.
C. Remediate only those panel joints identified to have leakage. Underlying base material to be removed to allow for better assessment of settlement/voids at panel joints.
D. Reinforced concrete self-supporting slab to be constructed as the replacement for the paver brick pedestrian walkway.

Finally, the replacement of the brick paver pedestrian walkway with a reinforced concrete self-supporting slab has been recommended. Staff fully concurs with this recommendation. However, if the Commission would like to consider keeping the paver brick walkway, project cost estimates would be reduced but the initial cost savings would be negated by on-going maintenance expenses.

The project can be broken down into three cost categories. The estimated range of costs for each category is as follows:

1). Design & Bidding Phase	$ 40,000	---	$50,000
2). Construction Contract "Order of Magnitude"	350,000	---	400,000
Construction Contract Contingency	80,000	---	100,000
3). Construction Phase Service (Inspection, Testing, Misc. Support)	45,000	---	55,000
Overall Project Estimated Cost	**$515,000**	**---**	**$605,000**

At present, the Commission has set aside approximately $380,000 of remaining lawsuit settlement proceeds for this repair project. It is obvious that we do not have enough cash on hand to award all of the contracts for repair that are estimated to range from $500,000 to $600,000, so this will have to be an item for further discussion at a later date should the Commission wish to move forward with this project. However, we do have enough cash on hand to at least move into the design & bidding phase of this repair project.

Recommended Motion: I move that the project move into the Design & Bidding Phase based upon the repair and restoration recommendations provided in the Engineering Report.

SIMMONS & WHITE
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Certificate of Authorization Number 3452

SIMMONS WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

ENGINEERING REPORT

LAKE PARK MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK, FLORIDA

Prepared for:

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Job No. 11-106B

Date: 10/24/2013
Issued to Town: 01/24/2014

Robert F. Rennebaum, P.E.
FL Registration No. 41168

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1.0 INTRODUCTION

In January of 2013 Simmons & White, Inc. was contacted by the Town of Lake Park to discuss the Lake Park Marina with regard to migration of backfill material/soils from behind the seawall into the marina causing depressions in the paver walkway at the back of the seawall cap. Several field meetings were held over the following months with the Town of Lake Park representatives, Simmons & White, Inc. (the Town of Lake Park's Consulting Engineer), a Structural Engineer (Al Gargiulo), a Geotechnical Engineer (Ardaman & Associates), and a Marina/Marine Contractor (Vance Construction Company). During these initial field assessments, it became apparent that soil from behind the seawall was migrating through the seawall joints at various locations causing settlement in the paver walkway surface. The Simmons & White Team (Simmons & White, Inc., Structural Engineer, Geotechnical Engineer, and Marine Contractor) in a coordinated effort with the Town of Lake Park staff and administration was tasked with the assignment of identifying probable causes of the paver walkway settlement, and more importantly, providing alternatives for remediation and prevention of soil migration through the seawall joints into the future. The Memos and Field Observation Reports of the initial field assessments (dated January 30, 2013; February 6, 2013; February 21, 2013; and February 25, 2013 are included for reference in Appendix "A" attached with this report.

Over the following months of March through September 2013, the Simmons & White Team and the Town of Lake Park were able to accomplish the following:

- Enter into an agreement with Ground Hound Services to provide Ground Penetrating Radar (GPR) analysis of the seawall voids and existing soil density.
- Review historical summary reports and repair logs from previous repair efforts.
- Assessed numerous repair alternatives.
- Established a repair demonstration procedure for both a "chemical grouting" alternative and a "filter fabric replacement" alternative.
- Prepared detailed design drawings and specifications for the chemical grouting and filter fabric replacement alternatives.
- Prepared bid documents and specifications, bid the project, and selected contractors for both the chemical grouting demonstration and the filter fabric replacement demonstration.
- Completed the construction of both demonstration alternatives.
- Prepared this Engineering Report summary of the results, including recommendations moving forward.

The purpose of this Engineering Report is to provide a brief project history prior to January of 2013, a detailed summary of the above engineering assessment and repair demonstration alternatives, and to provide an engineering summary necessary for the Town Commission to make an informed decision/selection on the remediation alternatives available for the overall Lake Park Marina.

2.0 2002 SEAWALL REPLACEMENT PROJECT HISTORY

In 2002, engineering design plans were prepared by Bridge Design Associates, Inc. for the replacement of the existing seawall at the Lake Park Marina. The plans were permitted and approved in 2002 and a contract was signed with The Murphy Construction Company to proceed with the construction. The following approximate timeline provides a general overview of the milestone events and dates from the commencement of construction in 2002 through the filing of a lawsuit by the Town of Lake Park in 2008:

- Spring 2002 – Commencement of construction (driving of sheet piles, pilings, and seawall cap).
- December 2002 – Structural seawall components of sheet piles, pilings, seawall cap, tie-back and dead man were substantially completed.
- June 2004 – The Murphy Construction Company finalized construction and final inspection held.
- September 10, 2004 – Hurricane Francis
- September 24, 2004 – Hurricane Jean
- October 24, 2005 – Hurricane Wilma
- October 2006 – Hurricane Ernesto
- October 6, 2006 – Town of Lake Park Public Works excavated a deep void and found filter fabric was pushed down and improperly constructed.
- October 30, 2006 – Town of Lake Park issues a letter to The Murphy Construction Company stating that the large void was considered a constructed related issue rather than a normal maintenance related function based on the failure of the filter fabric.
- November 2006 – November 2007 – Approximately 1 year of coordination and communication between the Town of Lake Park and the contractor regarding voids, paver failure, construction defects, and maintenance requirements.
- December 2007 – Town of Lake Park retained Calving Giordano & Associates, Inc. to prepare an Exhibit of paver walkway depressions and various settlement areas. This Exhibit was seven (7) pages in length. In February of 2010 the Exhibit was updated showing new photos from January and February of 2010, and was again updated in March of 2010 with additional updates. The overall twenty (20) page Exhibit is Attached as Appendix "B".
- April 2008 – Town of Lake Park retained an attorney to pursue alleged construction deficiencies in the design and construction of the Lake Park Marina.
- Approximately 2010 – Plywood and outdoor carpeting installed over pavers during the lawsuit process. The plywood and outdoor carpeting was installed to provide a safe and uniform surface area until the pavers (which were settling and creating a safety concern) could be repaired.

2.0 2002 SEAWALL REPLACEMENT PROJECT HISTORY (CONTINUED)

- March 2011 – Town of Lake Park Public Works Department in a coordinated effort with a private engineering consultant (Robert Kutcher & Associates) assessed and repaired an area of concern at the north side of the boat ramp adjacent to the walkway. There was a substantial diagonal crack in the asphalt driveway to the boat ramp that ran from the edge of the ramp back to the walkway. There was also a shallow depression in the asphalt adjacent to the concrete ramp as well as a 6" diameter hole in the asphalt. The area was assessed and repaired with a combination of flowable fill, backfill, filter cloth and asphalt repair. A comprehensive report and assessment is attached as Appendix "C".

Following the settlement of the lawsuit, the Town of Lake Park has initiated this Engineering Report and construction demonstration in order to assess alternatives for the seawall walkway repair and remediation.

3.0 2002 SEAWALL DESIGN & CONSTRUCTION OVERVIEW

The original bulkhead replacement construction plans for the Lake Park Marina Revitalization were prepared by Bridge Design Associates, Inc. and finalized in the Spring of 2002. Sheets 1 and 2 of the Construction Plans are included in Appendix "D" attached with this report.

As shown in the Appendix, the seawall system consisted of a series of sheet wall panels approximately 8' wide by 16' deep by 8" wide held in place by 14" square pre-stressed concrete piles 30' long placed at each panel joint. A continuous seawall cap that was 2' 6" tall by 2' 8" wide was then formed and poured in place with a 1 ¼" diameter steel rod tie-back and 2' by 2' continuous dead man provided for lateral support. Personal conversations with the original subcontractor that installed the sheet wall panels and concrete piles confirmed that to the best of their recollection, all sheet piles were installed according to plan <u>to their full depth</u>. It was indicated, however, that a number of the concrete piles did meet resistance (potentially due to encountering rock) and that these piles had to be cut off in varying lengths (due to the resistance at depth).

Based on the engineering plans, approximately 202 sheet wall panels were installed and approximately 208 pilings were installed. A number of photographs from the original construction in 2002 are also included in Appendix "D" showing the forming of the seawall cap, the removal of forms, the seawall cap prior to backfill, and the tie-back rods from the seawall cap to the dead man.

<u>A critical design detail that is shown on Sheet 2 of the Construction Plans is the installation of filter fabric at each joint between the sheet piles</u>. Construction details call out the requirement to place a 2' wide strip of filter fabric that extends 2' below the mud line on the interior (landward) sheet pile joint.

3.0 2002 SEAWALL DESIGN & CONSTRUCTION OVERVIEW (CONTINUED)

The filter fabric allows tidal waters, ground water and percolated rain water to flow back and forth between the joint, however, it prohibits/prevents silt, sand and soil from migrating through the sheet pile joint. The filter fabric is to be installed from the seawall cap to 2' below the mud line.

As will be discussed in other sections of this Engineering Report, the filter fabric (while being one of the least costly construction details), is arguably one of the most important and critical design elements to ensure that soil does not migrate through the joints and in turn cause depressions and pot holing at the walkway surface.

Also attached in Appendix "E" is a letter from the Town of Lake Park to Murphy Construction Company dated October 30, 2006 that notified the contractor of apparent construction failures associated with the improper installation of the filter fabric:

> *"One particular area was very bad with a settlement area of approximately 8' x 3'"* and *"it appears that when the contractor was backfilling behind the sheet pile wall, the cloth was not adequately held in place and was pulled down under the weight of the backfill. It was agreed by all that this was a construction related issue rather than a normal maintenance related function."*
>
> It was also pointed out in the referenced letter (first paragraph) *"it was agreed that there would be some maintenance related fixes on the landward side of the sheet pile wall due to minor settlement under the brick paver sidewalk at the marina at Lake Park. The Town has accepted that this item is a necessary operating and maintenance cost to the marina."*

It is important to differentiate between the two issues outlined in the October 30, 2006 letter. The first issue is the construction related issue regarding improperly installed filter fabric causing substantial settlement and migration of soils through the seawall. The second issue is the minor settlement and compaction that occurred immediately following construction due to a number of factors involving differential settlement of the backfill, migration of soils into voids in the backfill and other minor settlement and compaction forces. These minor settlement issues are immediately apparent with a paver stone surface and will be an ongoing paver maintenance issue for the marina into the future. The improperly installed filter fabric, however, is the main cause of significant migration of soil and the primary focus of this Engineering Report.

4.0 GROUND PENETRATING RADAR (GPR)

Because the overall marina walkways have been covered with plywood and outdoor carpeting as a safety measure during the lawsuit settlement process, the current condition of the pavers and extent of additional settlement was unknown. It was therefore determined to utilize the services of a Ground Penetrating Radar (GPR) locating company to assess the voids in and around the areas along the seawall structure. Ground Penetrating Radar transmits electromagnetic waves, which are pulsed at discrete timed intervals. The transmitted pulse radiates through the plywood and the pavers, and the energy is reflected back and recorded for processing and interpretation.

The firm of Ground Hound Detection Services, Inc. was retained to perform the void location assessment in an attempt to determine the extent of existing washouts and provide additional design information.

The representative of Ground Hound Detection Services, Inc. performed a 2-day observation during low tide periods on May 10, 2013 and May 13, 2013. The entire walkway area north of the boat ramp was investigated and detectible void areas were marked. A graphic was compiled by Simmons & White, Inc. to detail the void locations during the detection process. A total of 34 voids were detected and are graphically represented on the GPR Summary Exhibit by Simmons & White, Inc. attached as Appendix "F". This Exhibit and the results of the GPR were then compared to the Calvin Giordano visual assessment that was performed in 2007 and 2010 (prior to the covering of the paver walkway with plywood and outdoor carpeting). A second graphic was prepared titled GPR/CGI Composite Overlay that includes both the results of the GPR Detection Summary and the Calvin Giordano visual assessments from 2007 to 2010. As shown on the composite overlay, the GPR detection process appears to be an effective tool for locating underground voids through both the plywood and the paver surfaces.

5.0 INFIELD DEMONSTRATION OF DESIGN ALTERNATIVES

Two areas of the Lake Park Marina have had the plywood and outdoor carpeting removed: an easterly area of approximately 56' in length with 8 concrete piles and seawall panel joints, and a westerly demonstration area of approximately 106' in length with 13 concrete piles and seawall panel joints. It was determined by the project team to utilize two alternate designs and construction methodologies. The easterly demonstration area was earmarked for a chemical grouting alternative to implement four different grouting applications to seal/repair the panel/pile joints.

The westerly demonstration area was earmarked for a more traditional repair by excavating behind the seawall and replacing the filter fabric at each joint. Because the chemical grouting and the more traditional filter fabric replacement methodologies are separate and unique repair methods, it was assumed that two different contractors and two different bid processes would be required for the two different areas.

5.0 INFIELD DEMONSTRATION OF DESIGN ALTERNATIVES (CONTINUED)

The details, construction results, and summaries for both the easterly chemical grout sealing demonstration project, and the westerly filter fabric retrofit demonstration area are discussed in more detail in the following two sections.

6.0 EASTERLY DEMONSTRATION AREA/CHEMICAL GROUTING

The following six Details were prepared for the chemical grouting demonstration alternative and are included in Appendix "G":

- Existing Condition Detail (1 of 1) – This Detail was prepared as a result of a review of the existing design plans, as well as field observations during the initial investigation. This Detail was prepared to give bidders a representation of existing conditions including the possibility of encountering flowable fill at random locations. NOTE: This Detail was included for both the chemical grouting project as well as the filter fabric retrofit project.
- Excavation Detail (2 Sheets) – This Detail was prepared to give bidders clear direction of the excavation requirements. It was proposed to excavate to a minimum of 6" below the seawall cap (for a total of 3' of excavation behind the seawall) in order to visually observe the upper 6" of the seawall panel joint and the associated condition of the filter fabric. Numerous existing utilities and conduits are located within the excavation area and were the responsibility of the Contractor to support and protect during construction.
- Landside Chemical Grouting Demonstration Alternative Detail (6 Sheets) – This Detail provided the comprehensive design, details and specifications for injecting a chemical grout behind the seawall to 1' below the mud line. It is important to note that this alternative DOES NOT require the excavation of the material behind the seawall. Rather the contractor will insert a small diameter injection rod down to 1' below the mud line and begin the injection of chemical grout in 6" increments as the rod is slowly removed while injecting grout.
- Waterside Chemical Grouting Demonstration Alternative Detail (3 Sheets) – This Detail was prepared by team member Albert A. Gargiulo, P.E. Consulting Engineer (Structural Engineer) and provides for the clamping of two large aluminum angles to the seawall/pile joint to provide a form for injecting chemical grout into the <u>waterside</u> (outside of seawall) joint between the piles and the sheet piles.
- Wall Drain Demonstration Alternative Detail (4 Sheets) – Because the chemical grouting essentially seals the sheet pile joint and eliminates the flow of ground water, tidal water, and percolated rain water through the joints, it is important to construct a rear wall drain to allow hydrostatic pressure to be released from behind the seawall into the marina. This Detail provided for the rear wall drain and associated core/penetration through the sheet pile panel.

6.0 EASTERLY DEMONSTRATION AREA/CHEMICAL GROUTING (CONTINUED)

- Trench Backfill (2 Sheets) – This Detail provides the contractor the design specifications for compacting the backfill and installing filter fabric following the completion of all chemical grouting.

In August of 2013, a non-mandatory pre-bid meeting was held with Town of Lake Park Staff and representatives of Simmons & White, Inc. The pre-bid meeting discussed the above technical design, details and specifications, as well as pedestrian safety, work area storage, removal of the paver bricks, the support and protection of existing utilities, and timing of the construction. Bids were received and the recommendation was made to the Town Commission at the August 21, 2013 meeting to award the project to Stable Soils at Florida, Inc. (Mr. David Tuck). The Commission approved the staff recommendation and a contract was awarded on August 22, 2013.

On Monday, September 9, 2013, Stable Soils of Florida mobilized onsite and began the excavation and construction of the easterly chemical grout demonstration area. As stated above, the easterly demonstration area is approximately 56' in length and contains 8 panel/pile joints. For purposes of this report, the panel joints were numbered from south to north with Pile Joint #25 being the most southerly and Pile Joint #32 being the most northerly. Over the course of the week from September 9, 2013 to September 13, 2013, the eight (8) joints were repaired utilizing both a landward and a waterward chemical grouting technique. The Design Details and Construction Observation Reports and Chemical Grouting Log, a Summary Report prepared by Stable Soils of Florida, and additional photographs are attached in this report in the following Appendices summary:

- Design Details – Appendix "G"
- Construction Observation Reports & Chemical Grouting Log – Appendix "H"
- Stable Soils of Florida Summary Report – Appendix "I"
- Additional Photographs – Appendix "J"

As is summarized in the Construction Observation Reports and the Stable Soils report included in Appendices "H" and "I", respectively, the chemical grouting on the landside (behind the seawall) proceeded according to design details and specifications. The waterside chemical grouting utilizing two 6" x 6" aluminum angles clamped to the existing concrete piles did not, however, prove to be effective. Due to the misalignment of the concrete piles in reference to the sheet piles/panels, a water tight joint could not be obtained, even with the use of a neoprene gasket. The insertion of the chemical grouting material was therefore not effective in "pushing" the chemical grout material into the pile/panel joint. Due to the difficulty experienced with the first waterside chemical grouting joint demonstration, it was field determined by the engineering team, contractor, and representatives of the Town of Lake Park, that two (2) alternative waterside chemical grouting procedures be pursued:

6.0 EASTERLY DEMONSTRATION AREA/CHEMICAL GROUTING (CONTINUED)

- The first alternate waterside chemical grouting alternative involved drilling the concrete sheet panels from the waterside (underwater with pneumatic drills) in a staggered alternating pattern spaced approximately 20" apart on the vertical. The chemical grout material was then injected through the seawall in order for the material to migrate from the drilled holes to the panel joints.
- The second waterside chemical grouting alternative involved scraping the barnacles and oysters from the pile/panel waterside joint, inserting a hemp/oakum material and injecting a chemical grout through the oakum into the waterside joint. This technique was further discussed in the Stable Soils Summary Report attached in Appendix "I".

In summary, the landside chemical grouting was very effective and proceeded in accordance with the plans and specifications. It should be noted that when flowable fill or other rubble/debris is identified at the joint, it may not be possible to utilize the landside chemical grout injection process. It is imperative that the approximately 12' injection rod be able to penetrate for the full depth behind the seawall to approximately 1' below the mud line to commence the landward grout injection process. If for any reason the landside injection rod cannot penetrate to below the mud line, it was demonstrated during the waterside process that alternatives are available to seal the joints from the waterside. The cleaning of the barnacles and oysters from the waterside joint, insertion of oakum material followed by the injection of chemical grout appeared to be an effective alternative to the more preferable landside grout injection process. The secondary moderately effective waterside method of drilling the panel and injecting grout directly through the panel to penetrate through and to the joint provides a second waterside alternative, albeit less effective and questionable as to the effectiveness of the landside joint seal. The third waterside method of clamping aluminum angles to provide a sealed form for injecting chemical grout did not prove effective.

Following the chemical grouting process, Stable Soils of Florida backfilled and compacted the excavation area to the design specifications and left the work area neat and clean.

7.0 WESTERLY DEMONSTRATION AREA/FILTER FABRIC RETROFIT

The following four Details were prepared for the filter fabric retrofit demonstration alternative and are included in a Appendix "K":

- Existing Conditions Detail (1 of 1) – This Detail was also included in the chemical grouting demonstration alternative and is the result of the review of the existing design plans as well as field observations during the initial investigation. This Detail was prepared to give a bidders a representation of existing conditions including the possibility of encountering flowable fill at random locations.

7.0 WESTERLY DEMONSTRATION AREA/FILTER FABRIC RETROFIT (CONTINUED)

- Excavation Detail (2 Sheets) – This Detail was also included in the chemical grouting demonstration alternative to give all bidders clear direction of the excavation requirements. The existing utilities and conduits located within the excavation area were the responsibility of the contractor to support and protect during construction. It was anticipated that the filter fabric retrofit demonstration would require a substantially larger excavation area than the chemical grouting alternative, requiring significantly more attention to the support of existing utilities and conduits.
- Filter Fabric Retrofit Demonstration Alternative Detail (3 Sheets) – This Detail provided the comprehensive design details and specifications for the installation of a 30" width of filter fabric at the sheet pile joints. The filter fabric was to be secured to 10' long pressure treated furring strips to aid in the jetting of filter fabric into place on the sheet pile seam to 2' below the mud line. Following the installation of the filter fabric, the furring strips were to be fastened to the sheet pile with stainless steel tapcons. It should be noted that this alternative required an additional 2' of excavation below the seawall cap to facilitate the jetting of the filter fabric into place and for securing the furring strips to the sheet pile with tapcon connectors. This additional excavation also allowed for a visual inspection of the sheet pile face and joint, the evaluation of the backfill, and the ability to identify flowable fill and other obstructions within the excavated area.
- Trench Backfill (2 Sheets) – This Detail provides the contractor the design specifications for compacting the backfill and installing filter fabric following the completion of the filter fabric retrofit.

In August of 2013, a non-mandatory pre-bid meeting was held with the Town of Lake Park staff and representatives of Simmons & White, Inc. The pre-bid meeting discussed the above technical design, details and specifications, and other construction and work zone items. Bids were received and recommendation was made to the Town Commission to award the project to Palmwood Corporation, Inc. (Mr. Dennis Cleary). The Commission approved the staff recommendation and a contract was awarded on September 10, 2013.

On Tuesday, September 17, 2013, Palmwood Corporation mobilized onsite and began removal of the paver brick walkway in the westerly demonstration area. The westerly demonstration area is approximately 106' in length and contains 13 panel/pile joints. For purposes of this report, the panel joints were numbered from south to north with Panel Joint #9 being the most southerly and Panel Joint #21 being the most northerly. Over the course of the following two weeks from September 17, 2013 to October 1, 2013, the 13 joints were repaired utilizing the filter fabric retrofit technique. The Design Details and Construction Observation Reports as well as additional photographs are attached with this report in the following Appendices summary:

7.0 WESTERLY DEMONSTRATION AREA/FILTER FABRIC RETROFIT (CONTINUED)

- Design Details – Appendix "K"
- Construction Observation Reports – Appendix "L"
- Additional Photographs – Appendix "M"

As is summarized in the Construction Observation Reports contained in Appendix "L", the contractor initially encountered difficulty jetting the filter fabric panels into place due to construction debris and flowable fill located in the work area. There was substantial miscellaneous debris consisting of broken up concrete slabs, portions of concrete pilings that were cut off and discarded in the backfill trench area, large rocks and other miscellaneous detritus. The majority of the time spent during construction could be attributed to preparing the trench and work area, i.e., removal of debris, so the jetting in of the filter fabric panel could proceed with the minimal amount of obstructions.

The initial jetting of the panels utilized two gasoline powered sump pumps used concurrently withdrawing seawater from the marina to provide pressurized water to jet in the filter fabric panels. The depth of the installation and the debris in the construction area made it difficult with the initial pumps and jet configuration. The contractor then brought in two larger pumps and a larger diameter jetting apparatus which significantly improved the efficiency of the installation process.

It was noted at several locations following the initial excavation at low tide (working at "dead low tides" provided the maximum visibility and assessment of the existing panel joints) that the existing filter fabric was not adequately supported to the top of the panel joint (the bottom of the seawall cap). While the improper support of the filter fabric at the top of the panel joint is apparently responsible for the leaks immediately below the seawall cap, Mr. Cleary of Palmwood Corporation stated that there are a number of possible reasons for leaks deeper along the sheet pile. The original jetting in of the filter fabric could have resulted in debris between the filter fabric and the sheet pile, or miscellaneous rocks in the backfill could have torn the filter fabric resulting in leaks and sediment/sand migration through the joints. Dennis Cleary was very careful in the jetting in of the new filter fabric panels to ensure proper installation against the joint.

As shown in the Additional Photographs included in Appendix "M", there was quite a bit of debris and miscellaneous materials that had to be removed from the trench prior to attempting the jetting in of the required filter fabric panels. Photos were also taken of the flowable fill located at random locations within the work area. The flowable fill at one location actually encased the utility conduits and had to be carefully removed with a hydraulic hammer attachment to the construction equipment (Bobcat). The filter fabric panel installation required a much larger work area than the chemical grouting procedure at the easterly demonstration area. The larger and more invasive work area also required constant support of the existing utility conduits. Although the contractor was extremely careful in his excavation and debris removal, several utilities were damaged and required repair.

7.0 WESTERLY DEMONSTRATION AREA/FILTER FABRIC RETROFIT (CONTINUED)

The depth of excavation, magnitude of debris and flowable fill removal, and larger work area required a substantially larger work zone/affected area from the less invasive chemical grouting alternative at the easterly demonstration area.

Although a tedious and time consuming process, the contractor ultimately did remove the necessary debris and flowable fill (and other obstructions) within the work zone and installed all 13 filter fabric panels according to plans and specifications. It should be noted that the filter fabric design alternative does not "seal" or "plug" the flow of tidal water and rain water through the joint and therefore no rear wall drainage is required with this alternative. It does, however, require a larger work area, is more tide dependant (the jetting in of the filter fabric panels and removal of required debris is best accomplished at extreme low tides), requires more attention to utility support (and has resulted in more damaged utilities that require repair) and requires a longer duration per joint for completion (depending on the amount, quantity and type of debris removal required). It should also be noted that due to the poor quality of existing fill, a field decision was made to utilize clean fill from the Public Works Department as backfill for the excavated area. The existing debris and poor backfill was removed from the work zone and disposed of offsite while clean fill was provided and utilized to backfill the trench area.

8.0 CONCLUSION/SUMMARY

Construction associated with both the easterly chemical grouting demonstration area and the westerly filter fabric retrofit demonstration area proceeded in general accordance with the approved plans and specifications due in large part of the professionalism and experience of the contractors selected. David Tuck with Stable Soils of Florida, Inc. and Dennis Cleary with Palmwood Corporation, Inc. performed at the highest level and exhibited excellent attention to detail throughout the course of construction.

The chemical grouting technique and the filter fabric retrofit technique have vastly different construction methodologies with different "pros" and "cons". The following summaries of pros and cons for each methodology are provided based on infield observation during this demonstration process.

NOTE: The pros and cons associated with the chemical grouting relate to the landward injection technique and the waterward placement of oakum and injection of grout behind the oakum technique. The drilling of the sheet pile from the waterside and injection of material is the least preferred method and is not addressed in the following summary:

8.0 CONCLUSION/SUMMARY (CONTINUED)

Chemical Grouting "Pros"

- The landward injection of the chemical grout along the panel joint provides a complete water tight seal and virtually eliminates any potential for the migration of soil through the joint. Waterward chemical grouting utilizing oakum with grout injected through and behind the oakum seal also provides an excellent water tight joint, virtually eliminating the migration of soils through the joint.
- The life span for both the waterside and landside chemical grouting techniques are anticipated to be for the life of the seawall and beyond.
- Both chemical grouting techniques resulted in limited to no water turbidity in the marina waters during construction.
- Both chemical grouting techniques are much less invasive and can be performed in a much smaller work area than the filter fabric retrofit alternative.
- Both chemical grouting alternatives are anticipated to be much less disruptive to the marina operations.
- Both chemical grouting techniques are anticipated to have less conflict with existing utilities, conduits and pedestals.
- Both chemical grouting techniques can be performed "in the wet" with little to no dependence on tidal fluctuations.
- If substantial amounts of debris or flowable fill are encountered while attempted chemical grouting from the landside, the waterside alternative may be performed, eliminating the need for extensive removal of flowable fill and debris.
- Both chemical grouting techniques require limited excavation (to just below the seawall cap) with no anticipated effect on the utilities and no requirement for the support of existing utility conduits.
- Assuming the amount of debris and flowable fill that was encountered during the westerly demonstration area is representative of the amount of debris and flowable fill to be anticipated throughout the marina, the chemical grouting (either from the landside or the waterside) is anticipated to progress at a faster rate per joint during construction.

Chemical Grouting "Cons"

- The sealing of the sheet pile joints prohibits/eliminates the ability for tidal flows, ground water and percolated rain water to flow through the panel joint requiring a rear wall drain to be installed. The rear wall drain outfall requires a coring/penetration of the sheet pile. While this is listed as a "con", seawall penetrations for rear wall drainage are a common construction technique associated with seawalls and coastal construction.
- The waterside chemical grouting requires trained divers to perform the construction in the water.
- The chemical grouting technique requires specifically trained and experienced applicators to ensure proper sealing of the joints.

8.0 CONCLUSION/SUMMARY (CONTINUED)

Filter Fabric Retrofit "Pros"

- The filter fabric retrofit technique is a time proven and traditional method for mitigating soil leakage at seawall joints.
- The cost per joint associated with filter fabric retrofit has historically been perceived to be less than a chemical grouting alternative.
- No rear wall drainage or panel penetration for rear wall drainage outfall is required.
- If installed correctly, the filter fabric retrofit lifespan is anticipated to be for the life of the seawall and beyond.
- The filter fabric retrofit is consistent with traditional seawall design and is in substantial accordance with the original seawall design and specifications prepared by Bridge Design & Associates.

Filter Fabric Retrofit "Cons"

- The flowable fill and existing debris within the seawall backfill must be removed in order to jet in and install the filter fabric retrofit panels.
- The filter fabric retrofit technique requires substantial additional excavation in order jet in the filter fabric panels.
- The additional excavation area results in a significantly increased impact on the existing utilities and requires the support and protection of existing utilities.
- Results in a higher likelihood of damage to the existing utilities requiring subsequent repair.
- Requires a larger work area and has a greater impact on marina operations.
- The technique is more "tide dependant" requiring low tides for debris removal and installation of panels.
- A larger affected area may require the removal of concrete header curbs, split rail fence and additional infrastructure to accommodate the work/impact area.
- Assuming the amount of flowable fill and buried debris in the existing seawall backfill is representative of the overall marina, it is anticipated that the filter fabric retrofit technique will not only require a larger work area, but will require a longer duration construction time.
- Assuming the quality of fill or lack thereof is representative of the overall marina, there will be additional costs for the haul off of bad fill and the import of good clean fill.

In summary, the chemical grouting and the filter fabric retrofit techniques both provide a viable alternative for the remediation of soil migration through the seawall joints. Given the above and the observations made during the infield demonstration, it appears the chemical grouting alternative is the recommended technique when all aspects of the project are considered.

8.0 CONCLUSION/SUMMARY (CONTINUED)

Because of the very small sample area (8 joints at the easterly chemical grout demonstration area and 13 joints at the westerly filter fabric retrofit demonstration area), the cost per joint comparisons may not be representative of the anticipated costs per joint for the overall marina if bid at one time. The "economy of scale" and the experience gained from the demonstration projects (thereby removing many of the unknowns that affect cost) are anticipated to result in a lower cost per joint for the overall project as compared to the limited demonstration areas.

The actual cost per joint for the chemical grout alternative was approximately 20% higher than the cost of the filter fabric retrofit alternative. Based on this demonstration process and the lessons learned, it is anticipated that the landward chemical grout injection and the waterward oakum chemical grout injection alternatives would be more equivalent in cost to the filter fabric retrofit alternative based on the following two items:

- The bidding of the chemical grout alternative included an innovative and untested waterward technique involving clamping aluminum angles to the concrete piling and seawall sheet pile. This technique raised the per joint average substantially. The cost per joint for the traditional landside injection and/or waterside oakum injection techniques may actually result in a lower per joint cost than the filter fabric retrofit alternative.
- The filter fabric retrofit demonstration cost per joint in the contract price did not include the cost of the Town of Lake Park Public Works Department removing extensive debris and flowable fill that was removed from the excavation area. Nor did the contract price include the cost of the Public Works Department providing importing clean fill to backfill the excavation area. When accounting for these two costs, the cost per joint for the filter fabric alternative may actually be higher than the chemical grout technique.

9.0 RECOMMENDATIONS

The successful completion of the two seawall remediation demonstration alternatives was the first step towards the remediation of the settlement issues within the overall marina seawall and walkway system. A number of decisions must be made by the Town of Lake Park Commission and Administration to continue forward with the repair process. The purpose of this final section of the Engineering Report is to identify required policy decisions and provide recommendations for consideration. The following issues and recommendations are presented:

9.0 RECOMMENDATIONS (CONTINUED)

A. Issue: Should the Town of Lake Park move forward with the seawall remediation and repair, i.e. remove the existing plywood and outdoor carpeting, repair the joint failures and replace the pedestrian walkway?

Recommendation: It is the recommendation of this Engineering Report that the Town of Lake Park move forward with the repair of the seawall joints and replace the pedestrian walkway with a safe and aesthetically pleasing walkway.

B. Issue: What construction technique of the two demonstration alternatives is recommended?

Recommendation: Based on the results of the two demonstration construction techniques, and the pros and cons and lessons learned, the chemical grouting technique provides the most precise, effective, and least invasive alternative for the required panel joint remediation. It is therefore recommended that the chemical grouting technique be utilized for the marina panel joint remediation.

C. Issue: Should every joint within the marina be repaired or should only the joints with identified issues be addressed, i.e. settlement of the pavers, settlement of the backfill under the pavers, or where probing reveals substantial voids?

Recommendation: It is the recommendation of this Engineering Report that only those seawall joints with identified leakage be remediated. Since the substantial completion of the marina construction occurred in 2004, over 9 years have passed and 4 hurricanes and several substantial tropical storms have occurred, providing an opportunity for the vast majority of all settlement and leakage to occur. It is arguable that all settlement that would take place within the seawall backfill material would have occurred and the soils are now in a relatively stable condition. It is therefore recommended that the number and location of seawall joints to be remediated be carefully determined based on visual observations and subsurface probing. It is recommended that the entire paver walkway surface and underlying base material be removed in their entireties and a comprehensive assessment of the existing settlement/voids at the panel joints be performed. The actual number of panel joints in need of repair may then be determined following a comprehensive assessment.

9.0 RECOMMENDATIONS (CONTINUED)

D. Issue: Following the joint remediation, should the existing pavers be reinstalled, or should an alternate walkway surface be considered?

Recommendation: Of all the decisions that must be made regarding the marina seawall remediation, a choice of what walkway surface should be utilized may prove to be the most difficult and controversial. As with the decision to use chemical grouting or a filter fabric retro fit alternative, there are numerous pros and cons associated with the decision to choose pavers or an alternate surface material, i.e. poured concrete slab with smooth surface, poured concrete slab with stamped concrete pattern, or pavers on a poured concrete slab. The following pros and cons apply to the paver surface on compacted subgrade as opposed to a structural concrete slab (or pavers on top of a structural concrete slab):

Pavers – "Pros"

- It is reasonable to assume the existing pavers could be reused and replaced following the seawall remediation efforts. Although many pavers may be damaged and may need replacement, it is assumed the existing pavers could be matched and new pavers mixed in as the lowest cost alternative for walkway replacement.
- Personal opinion sometimes dictates that pavers are a more aesthetically pleasing alternative to concrete or stamped concrete.
- Pavers are easily removed to access the area under the walkway for future utility service repair, modifications, or other purposes.

Pavers – "Cons"

- The backfill and subbase under the pavers must be carefully prepared and thoroughly compacted during construction to ensure a smooth and even surface for the pavers.
- Even the smallest amount of settlement under the pavers will be directly reflected to the paver surface and may cause tripping hazards and safety/liability issues.
- Pavers require ongoing maintenance and frequent observation for possible tripping hazards and settlement.
- Even the most perfectly compacted backfill and the most perfectly remediated seawall joints may experience minor additional compaction and settlement.
- The paver surface is more susceptible to deflection and upheaval due to the royal palm tree root balls and root spread.

9.0 RECOMMENDATIONS (CONTINUED)

Self-supporting concrete slab or pavers on self-supporting concrete slab – "Pros"

- A reinforced concrete self-supporting slab is designed to eliminate potential for settlement regardless of the conditions of the backfill under the slab i.e. if minor settlement or leakage at the seawall joint occurs, the slab will be self-supporting and will not deflect with the underlying settlement.
- The elimination of differential settlement also eliminates tripping hazards and reduces virtually all safety and liability issues associated with the differential settlement that is possible with pavers.
- Virtually eliminates the need for annual or on-going maintenance and is expected to have a life span equivalent to the effective life of the seawall.

Self-supporting concrete slab or pavers on self-supporting concrete slab – "Cons"

- More costly than pavers.
- Difficult to remove portions of slab for access to the utilities or seawall joints below the slab (if required for repair of utilities).
- Personal opinion may dictate that the concrete is less aesthetic than a paver alternative. It should be noted that if the appearance of pavers is desired, pavers could be placed on top of a reinforced concrete self-supporting slab, virtually eliminating any potential for settlement of the pavers. This alternative however, would be the most costly.

Based on the above (placing safety and the limitation of tripping hazards and liability ahead of low cost and aesthetics), it is the recommendation of this Engineering Report to consider a reinforced concrete self-supporting slab as the replacement alternative for the paver walkway.

9.0 RECOMMENDATIONS (CONTINUED)

The following additional recommendations are presented for consideration:

- It is highly recommended that the Town of Lake Park provide full time construction oversight during the marina seawall remediation project. It is absolutely critical to the success of the seawall joint remediation that the plans and specifications be followed precisely. Independent construction oversight and comprehensive documentation of the remediation process is recommended at all times during the construction process.
- It is recommended that a Geotechnical Engineer be retained to ensure proper compaction of the backfill during construction. Density tests of the compacted backfill and comprehensive documentation of the compaction and earthwork/backfill operations is recommended.
- It is recommended that the steel tieback rods that are excavated during the joint remediation process be recoated with cold tar epoxy to the extent possible during construction.
- It is recommended that the marina director and key Town of Lake Park staff provide input into the bidding documents with regard to maintaining access to the marina slips, limits of phasing of the removal of plywood sections, hours of operation/work time during weekdays (and the recommended prohibition of work during peak weekend times), and requested steps to minimize the disruption of the marina operations.

SIMMONS & WHITE INC.
5601 CORPORATE WAY, SUITE 200, WEST PALM BEACH, FLORIDA 33407
CERTIFICATE OF AUTHORIZATION #3452

01/23/14
JOB NO. 11-106B
PREPARED: RFR

Lake Park Harbor Marina
Seawall Joint Sealing & Concrete Walkway Replacement
Preliminary Construction Budget
"Order of Magnitude"

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1	Mobilization	1	Job	L.S.	$10,000.00
2	Pedestrian Safety	1	Job	L.S.	$5,000.00
3	Excavation (complete); includes removal of full width of pavers, stacking on pallets, excavation of backfill at affected joints, support and protection of existing utilities	1700	L.F.	$30.00	$51,000.00
4	Chemical grouting (complete); includes all labor, materials, tools and equip. and other incidentals necessary to complete the specified work (assumes 0.75 gal/vertical foot per joint, avg. 10 vertical feet per joint,	73	Joints	$1,000.00	$73,000.00
5	Wall drain (complete); includes all labor materials, tools, and equip. and other incidentals necessary to complete the specified work, including wall drain sheet pile penetration.	73	Each	$750.00	$54,750.00
6	Backfill excavation and recompact to below seawall cap, prepare subgrade for concrete slab	1900	L.F.	$15.00	$28,500.00
7	6" Concrete slab with thickened edge (to replace pavers).	1300	S.Y.	$100.00	$130,000.00
				Sub-Total	$352,250.00
				25% Contingency	$88,062.50
				TOTAL	**$440,312.50**

Assumes: Town of Lake Park to provide pallets for Contractor to load pavers. Town to transport and store off-site. Town to remove plywood.

Cost estimate for 6" concrete slab will vary based on final structural design.

This cost estimate is preliminary in nature and subject to final design and bidding. Final costs may vary.

Number of Joints may vary upon removal of plywood and pavers, and review of existing conditions.

Cost Estimate does NOT include:
- Recoating of tie backs
- Removal and disposal of plywood
- Patching of seawall cap
- Root barrier for 10 existing Royal Palm Trees

APPENDIX A

Jan/Feb 2013 Memos & Field Meeting Summaries

SIMMONS & WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

MEMO

DATE: January 30, 2013

TO: Dave Hunt, Public Works Director
Richard Pittman, P.E.
CRA Special Projects Coordinator
Robert Rennebaum, P.E.
Phillip "Tad" Rowe, P.E.

RE: Town of Lake Park
Meeting Minutes

A lunch meeting was held today to discuss current issues in the Town of Lake Park. The Lake Park Marina was discussed with regard to the migration of back-fill material behind the seawall into the marina causing depressions in the paver walkway at the back of the seawall cap. Dave and Richard stated that a number of the plywood/carpeted sections that currently cover the pavers have been removed to expose the depressions in problem areas. It was suggested that a field meeting be scheduled for Dave, Richard, myself and public works staff member (Howard Butts) to review the existing conditions and discuss repair/remediation alternatives. A field meeting was scheduled for February 6, 2013.

Robert F. Rennebaum, P.E.

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Certificate of Authorization Number 3452

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Field Observation Report

DATE: February 6, 2013 – 7:30 AM

TO: Dave Hunt, Public Works Director
Richard Pittman, P.E.
Howard Butts
Robert Rennebaum, P.E.

RE: Lake Park Marina Seawall Repair Protocol

A meeting was held today with Rob Rennebaum, Richard Pittman, Dave Hunt and Howard Butts to review the pavers at the back of seawall cap at the Lake Park Marina. Two different areas have been uncovered for observation: the first area was a little over 100' in length located at the westerly side of the marina adjacent to the existing boat ramp. The second area was approximately 60' in length at the easterly side of the marina. An area of pipe outfall in the grass/sod area at the extreme northeasterly portion of the marina property was also observed.

At both seawall locations numerous depressions from the pavers settling were observed, indicating a migration of materials through the seawall panel joints migrating into the waterway. It was suggested that a team be assembled to provide independent options to the Town regarding remedial actions and repair methods that may be considered. It was suggested that a structural engineer with experience with seawalls and marine construction be a member of the team, a geotechnical engineer with similar experience and a marine contractor all be involved. It was suggested that Jim Vance from the Vance Construction Company be contacted because of their past experience with the Town of Lake Park. Geotechnical engineers were also discussed as were structural engineers. Marine structural engineers that were discussed were Dave Mock, Ron Dixon, Casey Long and others. Rob Rennebaum was directed to reach out and assemble a team for consideration by the Town of Lake Park.

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The following additional items were discussed:

1) A repair was made at the boat ramp area in March 2011. The sink hole, migration of material, depressed asphalt and the other factors were summarized.
2) A comprehensive summary of the exploratory excavations and remedies was subsequently provided to Rob Rennebaum which detailed the work that was performed in the remediation of the boat ramp seawall.
3) It was stated that some of the panels may have met resistance due to rock in the marina and were cut to facilitate their installation at the level the rock resistance was encountered.
4) The utilities under the pavers were reviewed in that substantial electrical, and other utilities are installed at the back of seawall cap under the pavers.
5) Howard Butts from Public Works stated that in December 2007, numerous spots were repaired by excavating behind the seawall at low tide, correcting the filter fabric, backfilling with 57 stone, lapping the filter fabric over the stone and compacting and reinstalling the pavers. (A copy of a 12/14/07 work request summary was subsequently supplied to Rob Rennebaum.)
5) Mr. Pittman stated that he would forward to Rob Rennebaum a 20-page exhibit documenting paver settlement from 2007 with some updates from 2010. Two sheets from the original dock plans and details by Bridge Design Associates, detail sheets of water, sewer, fire and electrical systems, and a record of exploratory excavations and remedies by Public Works dated March 7-14, 2011.

Action Item:
Rob Rennebaum to assemble a team of structural engineer, geotechnical engineer and Jim Vance as a marine contractor to meet in the field to discuss the preparation of independent opinions for the remediation/repair of the paver settlement and loss of material behind the seawall.

Robert F. Rennebaum, P.E.

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Field Observation Report

DATE: February 25, 2013 – 2:00 PM

CLIENT: Town of Lake Park

TO: Dave Hunt, Public Works Director
Richard Pittman, P.E.
Howard Butts

RE: Lake Park Marina Seawall Repair Protocol

A field meeting was held today with Rob Rennebaum, Richard Pittman, Dave Hunt, Howard Butts (and his public works crew with VAC truck), Roberto Balbis and Al Gargiuto to perform a field investigation and seawall backfill excavation in order to observe the seawall backfill, filter fabric and if possible, grout joint. The observation was performed at the easterly side of the marina where approximately 60' of the plywood had been removed to expose the existing paver walkway. The VAC truck was ready and in place at the southerly limit of the exposed pavers and piling #25 (measured from the south seawall terminus). The exposed area at piling #25 had the pavers removed and a shellrock backfill depression was observed. An electrical/water stand was adjacent to the depression. The depressed area was inundated/filled with potable water. The water percolated over time, however, no significant silt plume was observed from behind the piling.

The VAC truck was then moved northerly to the 30th piling, also known as area 3-AA from the Calvin Giordano & Associates exhibit for the Town of Lake Park prepared in 2007. The pavers in this location were removed and the VAC truck removed backfill material from behind the seawall cap. The paver base appeared to consist of approximately 1" of limestone screenings and approximately 6" of asphalt millings over clean sand backfill. Upon removal of approximately 24" of backfill, an area of what appeared to be flowable fill was encountered. It appears the flowable fill was poured at the back of joint during previous construction and/or remedial repair. None of the documents that were provided and no historical accounts indicate that any flowable fill was poured at the back of joints. The timeframe and reason for the placement of the flowable fill is unknown.

This area was then filled with water and a significant silt plume was observed in a very short time period (less than 2 minutes). The water plume indicates that the sheet pile joint grout seal has been compromised to some extent allowing water to freely flow through the joint. This is a good indication that backfill material may also travel through the joint, a common cause of the depression at the back of seawall cap.

The VAC truck was then redirected to location 4-A from the previous Calvin Giordano & Associates exhibit. A similar situation was experienced in that flowable fill was encountered, and when inundated with water, a silt plume appeared from the piling joints.

In summary, the field exploration revealed that flowable fill was placed at two (2) locations, preventing observation of the sheet pile joint, filter fabric, and grout panel joint. The observation also revealed that the removal of backfill at each panel joint in order to install a mechanical joint (or reinstall filter fabric or construction solution) will be very difficult because of the flowable fill discovered at the joint.

Additional Items Discussed:

1. Based on the discovery of flowable fill at the two (2) joints uncovered, the team discussed foaming the exterior joint between the piling and the sheet pile to prevent the migration of material through the sheet pile joint without having the requirement of excavating behind the seawall cap.

2. Coordinate with a Ground Penetrating Radar (GPR) Consultant to determine if voids under pavers (and potentially under the plywood) could be located/identified in order to isolate the removal and repair of the pavers behind the seawall cap.

3. The holes in the seawall cap that were created from anchor bolts holding down the plywood covers were discussed. Alternatives for patching the holes will be provided/suggested.

4. Numerous cracks that were running across the seawall cap were discussed. It was suggested that the existing cracks be ground to a V-Notch and filled with a polyurea or similar compound.

Action Items:

1. Coordinate with GPR consultants to determine capabilities. If it appears that GPR is a potential mechanism for identifying voids without having to remove the pavers, obtain fee proposal for services.

2. Provide proposal to the Town of Lake Park for engineering summary for design alternatives for the remediation/correction of the migration of soil material from behind the seawall.

Robert F. Rennebaum, P.E.

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APPENDIX B

2007/2010 Calvin Giordano & Associates Exhibits

THIS SURVEY

LEGEND

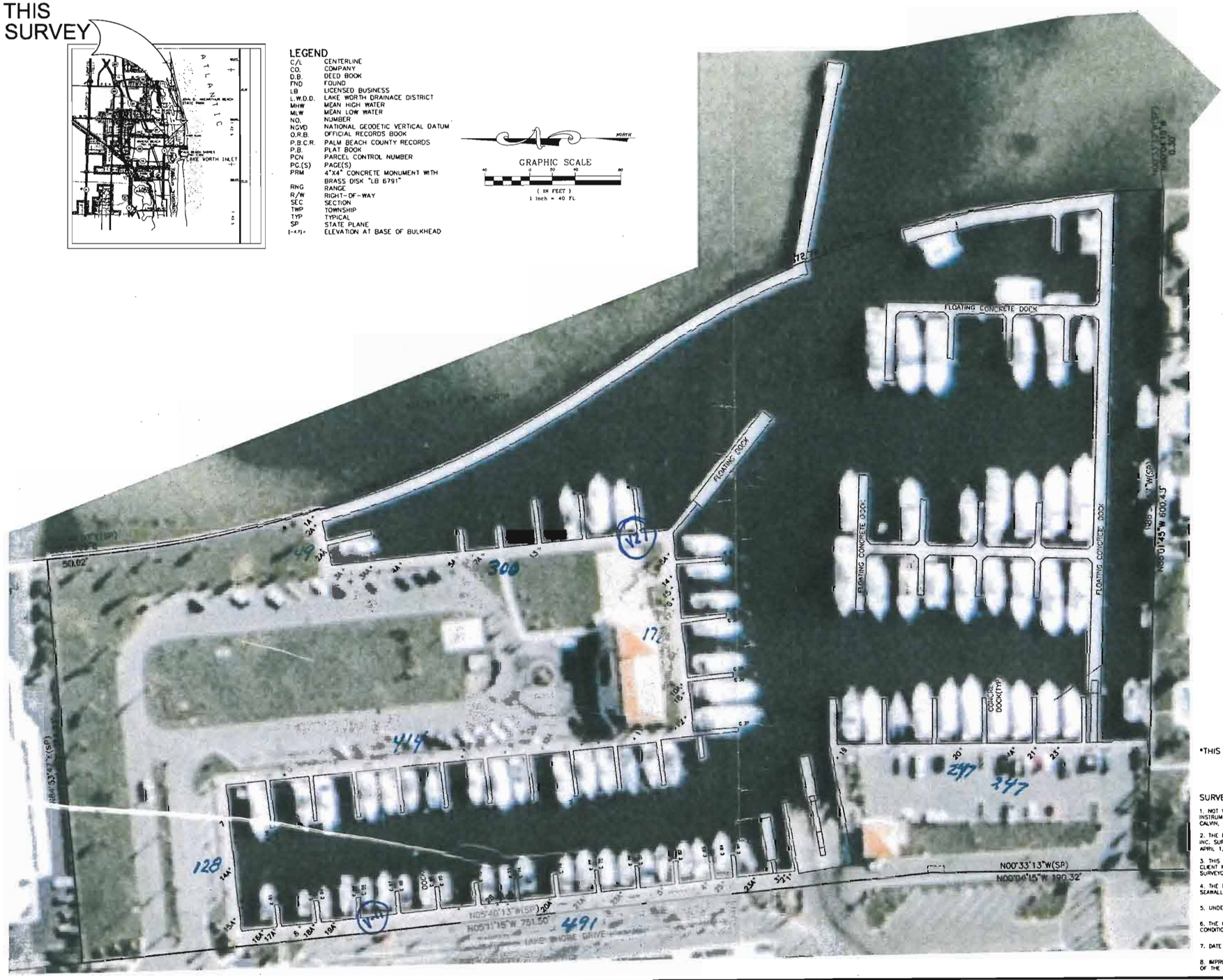
C/L	CENTERLINE
CO.	COMPANY
D.B.	DEED BOOK
FND	FOUND
LB	LICENSED BUSINESS
L.W.D.D.	LAKE WORTH DRAINAGE DISTRICT
MHW	MEAN HIGH WATER
MLW	MEAN LOW WATER
NO.	NUMBER
NGVD	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.B.	PLAT BOOK
PCN	PARCEL CONTROL NUMBER
PG.(S)	PAGE(S)
PRM	4"X4" CONCRETE MONUMENT WITH BRASS DISK "LB 6791"
RNG	RANGE
R/W	RIGHT-OF-WAY
SEC	SECTION
TWP	TOWNSHIP
TYP	TYPICAL
SP	STATE PLANE
(-X.X)=	ELEVATION AT BASE OF BULKHEAD

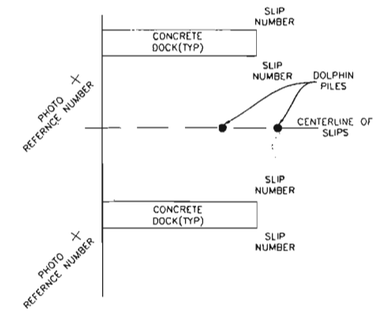
NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.





TYPICAL SLIP FORMATION SHOWING SLIP NUMBER AND PHOTO LOCATION NOT TO SCALE

THIS IS NOT A BOUNDARY SURVEY

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. THE BOUNDARY LINES SHOWN HEREON ARE TAKEN FROM A SURVEY PREPARED BY DAILEY AND ASSOCIATES, INC. SURVEYING AND MAPPING ENTITLED "AS-BUILT SURVEY PREPARED FOR TOWN OF LAKE PARK" DATED APRIL 1, 2004 UNDER PROJECT WORK ORDER NUMBER 03-239. (THIS IS NOT A BOUNDARY SURVEY)

3. THIS EXHIBIT, AS SHOWN HEREON, HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE CLIENT NAMED HEREON, AND IS NOT INTENDED FOR ANY REUSE WITHOUT THE WRITTEN CONSENT BY THIS SURVEYOR OF RECORD.

4. THE PURPOSE OF THIS EXHIBIT IS TO DEPICT CERTAIN AREAS IN THE PAVER SIDEWALK ADJACENT TO THE SEAWALL.

5. UNDERGROUND IMPROVEMENTS OR UTILITIES WERE NOT LOCATED AS PART OF THIS EXHIBIT.

6. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS FEATURES AND ELEVATIONS OF THE EXISTING CONDITIONS AS NOTED.

7. DATE OF LAST FIELD WORK: 12-17-07, FIELD BOOK: P-43/54-78.

8. IMPROVEMENTS WITHIN, AND SURROUNDING THE BOUNDARY NOT SHOWN ON THIS SURVEY AT THE REQUEST OF THE CLIENT.

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010.	KMB				
1	02-02-16	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN CTV DATE 12-18-07
CHECKED DATE 12-18-07

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax 561.684.6380
CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE 1" = 40'
PROJECT No 06-2748
CAD FILE SEE LEFT

AS OF 12-12-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS FROM 0.6' TO 0.8'

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS FROM 0.1' TO 0.4'

UPDATED PHOTOGRAPH FROM JANUARY 22, 2010

AS OF 12-12-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN ETV DATE 12-18-07
CHECKED JPW DATE 12-18-07

Calvin, Giordano & Associates, Inc.
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560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
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CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

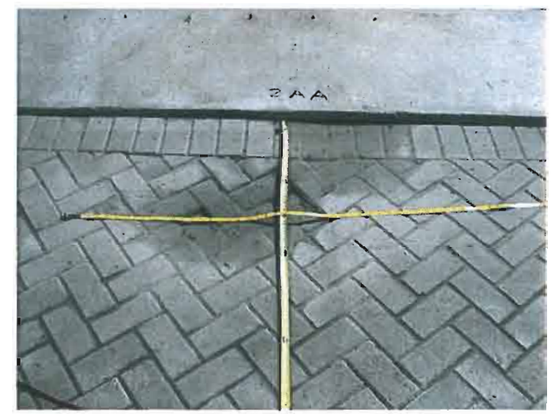
LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT
SHEET 2/20

AS OF 12-18-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 1.1'

UPDATED PHOTOGRAPH FROM
JANUARY 22, 2010

UPDATED PHOTOGRAPH FROM
JANUARY 20, 2010



AS OF 12-13-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.1'

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

DESIGNED	DATE	
DRAWN	ETV	DATE 12-18-07
CHECKED	JPW	DATE 12-18-07

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Engineers Surveyors Planners
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West Palm Beach, Florida 33409
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CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

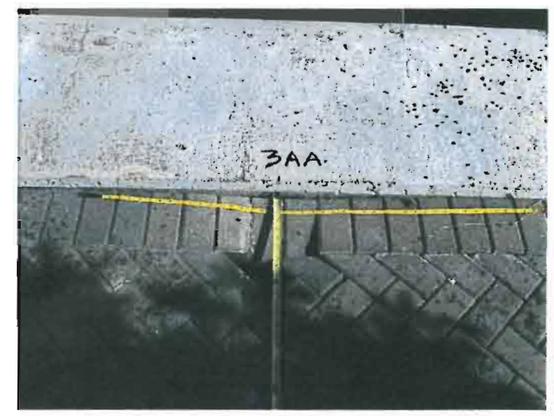
SCALE N.T.S.
PROJECT No. 06-2748
CAD FILE SEE LEFT

SHEET 3/20

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.6'

UPDATED PHOTOGRAPH FROM JANUARY 20, 2010

UPDATED PHOTOGRAPH FROM JANUARY 20, 2010



AS OF 12-13-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN ETV DATE 12-18-07
CHECKED JPW DATE 12-18-07

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CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No. 06-2748
CAD FILE SEE LEFT

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM JANUARY 21, 2010

AS OF 12-13-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.6'

UPDATED PHOTOGRAPH FROM JANUARY 22, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	02-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN CTV DATE 12-18-07
CHECKED JPW DATE 12-18-07

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CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No OR-274B
CAD FILE SEE LEFT

SHEET 5/20 of

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.4'

UPDATED PHOTOGRAPH FROM JANUARY 22, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 2, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN ETV DATE 12-18-07
CHECKED JPM DATE 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS FROM 0.1' TO 0.2'

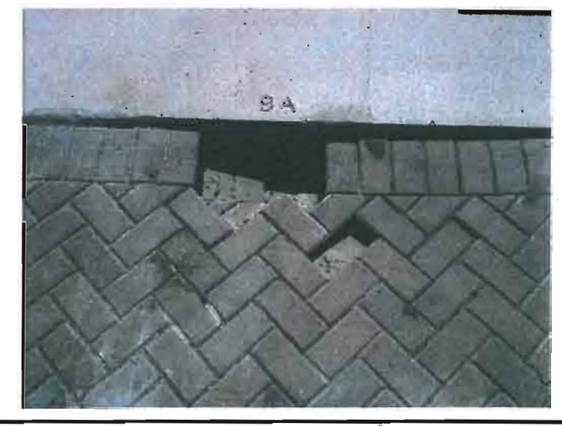
UPDATED PHOTOGRAPH FROM JANUARY 22, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 30, 2010

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM JANUARY 26, 2010



NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

DESIGNED DATE	
DRAWN DATE	ETV 12-18-07
CHECKED DATE	JPW 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT
SHEET 7 OF 20

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 29, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.3'

UPDATED PHOTOGRAPH FROM JANUARY 26, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 27, 2010

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

DESIGNED DATE
DRAWN ETV DATE 12-18-07
CHECKED JPW DATE 12-18-07

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Engineers Surveyors Planners
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CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT
SHEET 8/20 OF

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.5'

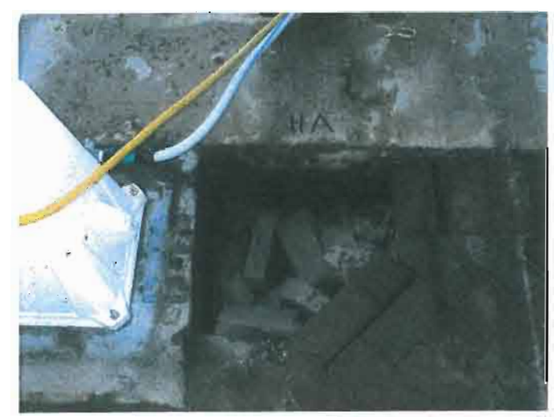
UPDATED PHOTOGRAPH FROM JANUARY 27, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 27, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.3'

UPDATED PHOTOGRAPH FROM JANUARY 27, 2010



NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	MAB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	MAB				

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT NO 06-2748
CAD FILE SEE LEFT
SHEET 9/20 OF

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM JANUARY 27, 2010

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.6'

UPDATED PHOTOGRAPH FROM JANUARY 29, 2010

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 22, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No. 06-2748
CAD FILE SEE LEFT

SHEET 10/20

AS OF 12-17-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.4'

UPDATED PHOTOGRAPH FROM JANUARY 29, 2010

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM JANUARY 26, 2010

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM FEBRUARY 2, 2010

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20, SHOWING UPDATED PHOTOS FEBRUARY 2010.	KMB				
1	02-02-10	ADDED SHEETS 6-11, SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010.	KMB				

DESIGNED DATE
DRAWN CTV DATE 12-18-07
CHECKED JPW DATE 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT NO. 06-2748
CAD FILE SEE LEFT

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM JANUARY 26, 2010

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.3'

UPDATED PHOTOGRAPH FROM FEBRUARY 2, 2010

AS OF 12-18-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM JANUARY 26, 2010

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

NO	DATE	REVISION	BY

DESIGNED DATE
DRAWN ETV DATE 12-18-07
CHECKED JPH DATE 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT

SHEET 12/20 of

AS OF 12-14-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.6'

AS OF 12-18-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM
JANUARY 26, 2010

AS OF 12-14-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.5'

UPDATED PHOTOGRAPH FROM
FEBRUARY 3, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED
DATE
DRAWN ETV
DATE 12-18-07
CHECKED JPW
DATE 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No. 06-274B
CAD FILE SEE LEFT

SHEET 13/20

AS OF 12-19-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.9'

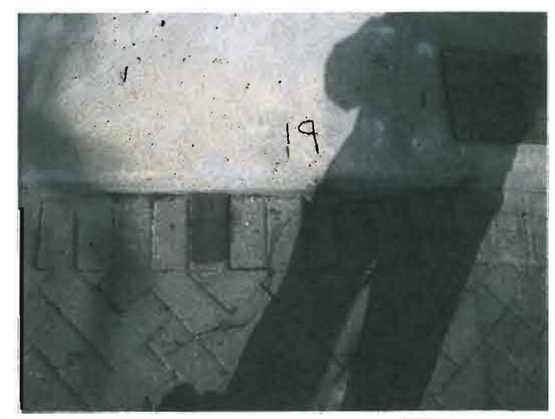
UPDATED PHOTOGRAPH FROM
JANUARY 27, 2010

AS OF 12-14-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM
FEBRUARY 3, 2010

AS OF 12-19-07 THE
MAXIMUM DEPTH FROM THE
TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM
FEBRUARY 8, 2010



NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED
DATE
DRAWN ETV
DATE 12-18-07
CHECKED JPW
DATE 12-18-07

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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

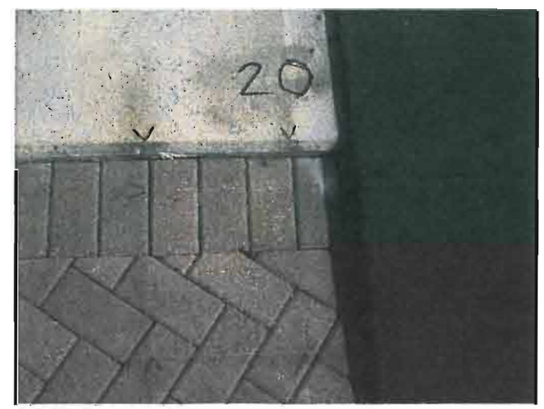
SCALE N.T.S.
PROJECT No 06-274R
CAD FILE SEE LEFT

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.4'

UPDATED PHOTOGRAPH FROM FEBRUARY 3, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 8, 2010



UPDATED PHOTOGRAPH FROM FEBRUARY 9, 2010

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	MODIFY SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 6-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN ETV DATE 12-16-07
CHECKED JPW DATE 12-16-07

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT NO 06-2748
CAD FILE SEE LEFT

SHEET 15/20

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 9, 2010

AS OF 12-14-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.8'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 9, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB				

DESIGNED DATE
DRAWN ETV DATE 12-18-07
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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No. 06-2748
CAD FILE SEE LEFT

SHEET 16/20 OF

AS OF 12-13-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 1.0'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 9, 2010

AS OF 12-13-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB				
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EXHIBIT
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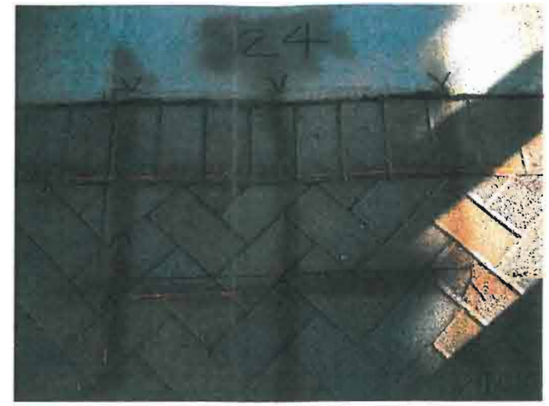
LAKE PARK MARINA
PALM BEACH COUNTY

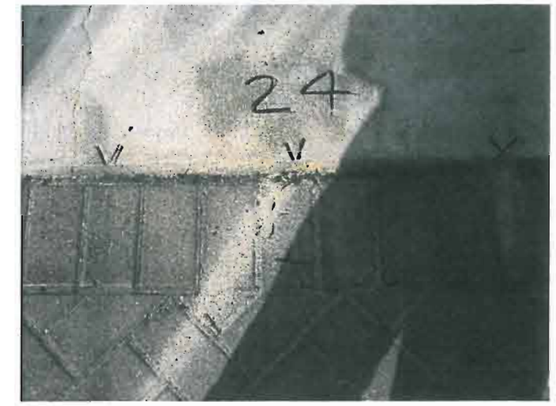
SCALE N.T.S
PROJECT No 06-2748
CAD FILE SEE LEFT

SHEET 17/20 of

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'



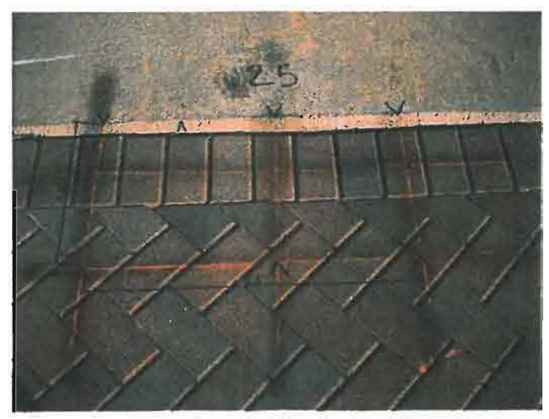
UPDATED PHOTOGRAPH FROM FEBRUARY 8, 2010



AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.2'

UPDATED PHOTOGRAPH FROM FEBRUARY 9, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'



UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

NO	DATE	REVISION	BY

DESIGNED DATE
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EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
CAD FILE SEE LEFT

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 5, 2010

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 4, 2010

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 6-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

DESIGNED DATE
DRAWN DATE 12-18-07
CHECKED JFW
DATE 12-19-07

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6181 Fax 561.684.6360
CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT No 06-2748
SAD FILE SEE LEFT

AS OF 12-19-07 THE MAXIMUM DEPTH FROM THE TOP OF SEAWALL IS 0.1'

UPDATED PHOTOGRAPH FROM FEBRUARY 4, 2010

NO	DATE	REVISION	BY
2	03-15-10	ADDED SHEETS 12-20 SHOWING UPDATED PHOTOS FEBRUARY 2010	KMB
1	02-02-10	ADDED SHEETS 8-11 SHOWING UPDATED PHOTOS FROM JANUARY AND FEBRUARY 2010	KMB

NO	DATE	REVISION	BY

DESIGNED DATE
DRAWN EJV DATE 12-18-07
CHECKED JPW DATE 12-18-07

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
580 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6181 Fax 561.684.6380
CERTIFICATE OF AUTHORIZATION: 6791

EXHIBIT
FOR THE TOWN OF LAKE PARK

LAKE PARK MARINA
PALM BEACH COUNTY

SCALE N.T.S.
PROJECT NO 06-274A
CAD FILE SEE LEFT

SHEET 20/20 OF

APPENDIX C

March 2011
Town of Lake Park Comprehensive Report

RECORD OF MARINA EXPLORATORY EXCAVATIONS AND REMEDIES
NORTH SIDE OF BOAT RAMP AND ADJACENT WALKWAY
MARCH 7 THROUGH MARCH 14, 2011

Monday, 3/7/11: The Town of Lake Park's Department of Public Works (DPW) staff met with Robert Cutcher's associate in the field to identify the area of concern and to define the scope of work. This area had been evaluated by the Engineer around September, 2010 and conditions seemed to have gotten worse. There was a diagonal crack in the asphalt driveway next to the boat ramp that ran from the edge of the ramp back to the walkway (see attached Sheet 1). There was also observed a shallow depression in the asphalt adjacent to the concrete ramp (Sheet 1, Area B) as well as an approximate 6" diameter hole in the asphalt at the intersection of the driveway, concrete ramp, and pile cap (Sheet 1, Area A). There was about a three to four inch void beneath the bottom of the asphalt to the top of the sand base.

Looking over the pile cap into the water, there was observed a plume of grayish white sand extending out from the concrete king pile located at the intersection of the arched, steel sheet piling and the adjacent concrete panel pile. The sand was approximately 18 to 20 inches higher in the corner than at the leading edge of the plume. It was about eight to ten feet long on each side and contrasted with the black muck bottom usually found in this area of the Marina (see attached Sheet 2). This plume was indicative of washout of the base and sub-base materials found beneath the boat ramp and paver brick walkways.

Based upon the visual evidence, the Engineer's associate instructed the DPW staff to remove the asphalt overlay to the extent of the diagonal crack. The Engineer, Robert Cutcher, was scheduled to be at the job site at 9:00 a.m. the next day to evaluate the subterranean conditions and to provide further direction.

Tuesday, 3/8/11: DPW removed the asphalt from the predetermined area of concern. Representatives of the General Contractor (The Murphy Construction Co.) and the Design Engineer (Bridge Design Associates) witnessed the probing of the exposed soils under the direction of Robert Cutcher. A pointed, ¼" diameter steel rod was used to identify areas of loose compaction and these areas were marked for further excavation (Sheet 3, Area A and B). The soil was also loose beneath the flush header curb that separates the walkway from the driveway and it was decided to take up a carpet covered plywood sheet that covered the paver brick walkway (Sheet 3, Area C).

A sink hole was discovered beneath the paver bricks when the plywood was removed. There was also an identifying mark (#1 circled in orange paint) on the seawall adjacent to this depression. Further probing revealed another area of loose soil to the north and a second and third sheet of carpet covered plywood was removed. Another mark on the seawall (#2 circled in orange paint) was next to a sinkhole that had swallowed the paver bricks. In preparation for excavating, all the paver bricks in the immediate vicinity were removed, including those that had fallen into the sinkhole depressions (Sheet 3).

Robert Cutcher ran water into the #1 depression and a plume of grey water emerged from the corner of the seawalls. Several of these tests were run throughout the

RECORD OF MARINA EXPLORATORY EXCAVATIONS AND REMEDIES
NORTH SIDE OF BOAT RAMP AND ADJACENT WALKWAY
MARCH 7 THROUGH MARCH 14, 2011

Tuesday, 3/8/11: (cont.) course of the day and the time it took for the plume to appear ranged between 25 and 45 seconds from the start of running the water.

The DPW "Vac-Con" truck and crew mobilized to the site and commenced non-destructive excavating under the guidance of Robert Cutcher. The depth of the excavation was determined by probing for well compacted soils with the pointed steel rod. Excavating started in Area C at sink hole #2 and proceeded south to the ramp. Some trash was encountered such as a couple of pieces of wood approximately 8" – 10" long and 2" wide, some shredded plastic, and a broken snap-tie. A 1¼" diameter seawall tie-back with a broken styrofoam coating was encountered. At sink hole #2, the final depth of the excavation was 36". At sink hole #1 excavating stopped when a solid shelf of cementitious material was encountered at about 24" (Sheet 4). The excavation continued south under the flush header curb which separates the driveway from the walkway and continued along the entire length of the asphalt cut next to the edge of the 6" boat ramp slab. Tight soils were encountered at a depth of 16" – 18" below the top of the slab.

In the Area B asphalt depression, a void was found running beneath the concrete boat ramp slab that measured approximately 1'-6" x 6' x 1'deep. Voids and loose soils were also encountered along the entire length of the space between the boat ramp and the seawall running east, down to the water.

Once this information was accumulated, Robert Cutcher recommended the following course of action for the remedial repairs:

- The excavation in Area C needed to be lined with filter cloth, backfilled and compacted with #57 lime rock. Once backfilled to the proper depth, the filter cloth would be pulled across the top of the rock before placing the paver brick bedding sand.
- The exposed 1¼" tie-back rod was to be coated with an asphaltic waterproofing product and wrapped with a cloth membrane before the area was backfilled.
- It was determined that the remaining excavations and voids be filled with an excavatable flowable fill. A form board needed to be placed on the walkway side of the flush header curb to stop flowable fill from entering the rocked area.
- 4" cores were to be drilled out of the boat ramp slab in areas that were determined to be undermined. A vent hole was also to be drilled at the furthest extent of the void under the ramp at Area B.
- Flowable fill would be poured into these core holes and vibrated until the fill topped the hole.
- A footer would be excavated (1'x10'x1.5'd) and poured with flowable fill along the entire length of the asphalt excavation at the edge of the concrete boat ramp.
- The voids in the seawall at the king pile where water was discovered flowing from during the running water test needed to be plugged with spray styrofoam to hold back the flowable fill.

RECORD OF MARINA EXPLORATORY EXCAVATIONS AND REMEDIES
NORTH SIDE OF BOAT RAMP AND ADJACENT WALKWAY
MARCH 7 THROUGH MARCH 14, 2011

Wednesday, 3/9/11: DPW staff prepared the site according to the recommendations. It was estimated that 2.6 yards cubic yards of flowable fill would be needed for the pour. The minimum load of 5 yards was ordered for the Thursday pour.

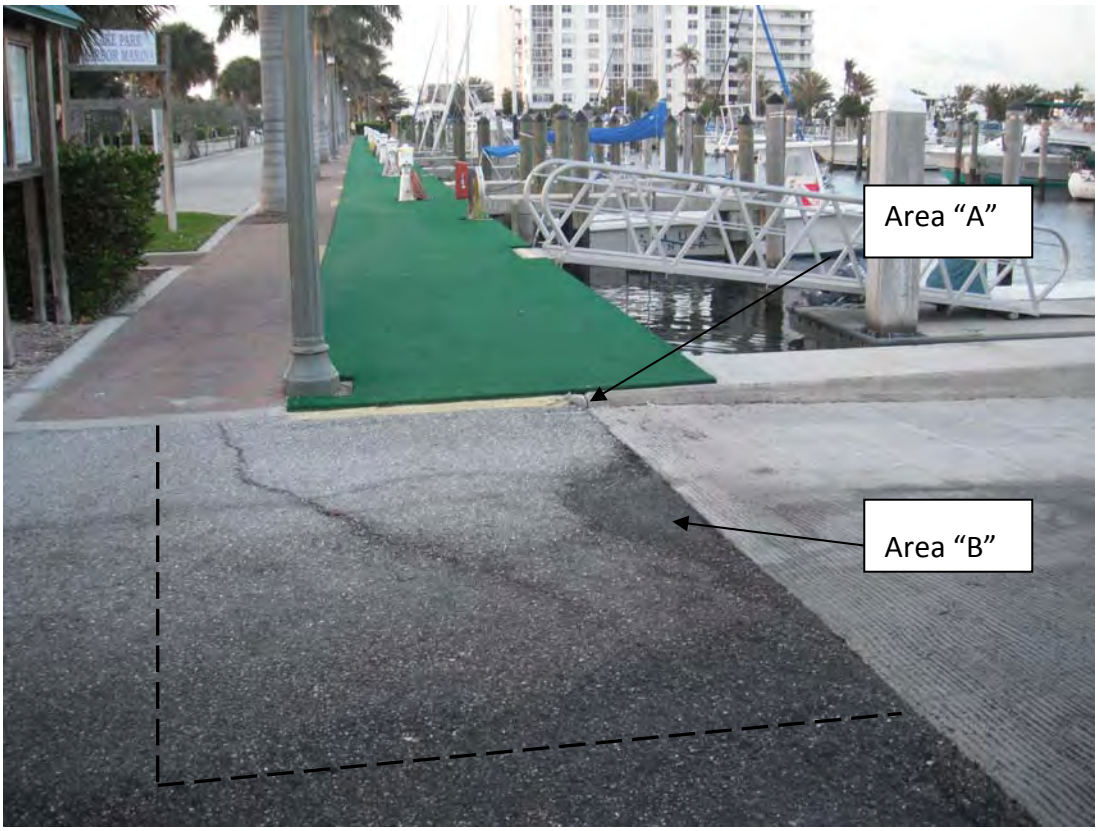
Thursday, 3/10/11: DPW mobilized for the pour. Representatives of Murphy Construction and Bridge Design witnessed the placement of the flowable fill. It was estimated that 1.8 cu.yds. of fill were poured and vibrated into place.

Once the flowable fill had set up, the form was stripped, the filter cloth laid in place and the remaining excavation filled with lime rock. The bedding sand was placed over the filter cloth covering the #57 lime rock, vibrated and the paver bricks installed.

Monday, 3/14/11: A paving contractor laid and rolled hot asphalt over the driveway/ramp patch.

SHEET 1

CONDITIONS PROMPTING EXCAVATIONS; MARCH 7, 2011



Dashed lines designate area of proposed excavation. Notice diagonal crack in asphalt.

Area “A” showing void beneath intersection of asphalt, pile cap, and boat ramp.

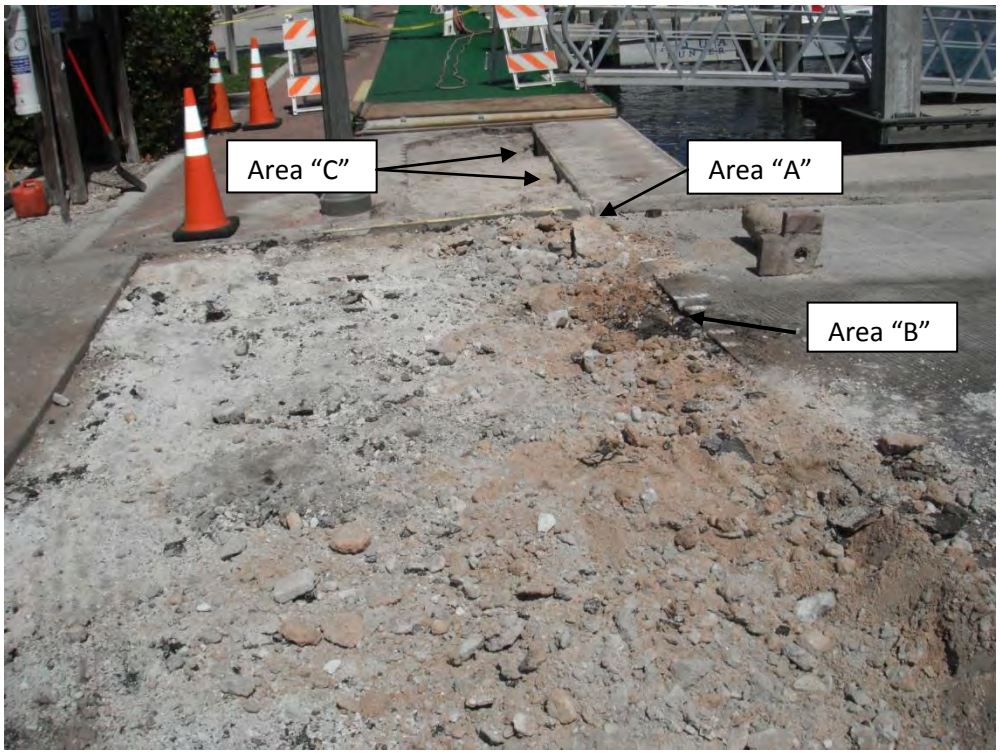
SHEET 2

CONDITIONS PROMPTING EXCAVATIONS; MARCH 7, 2011

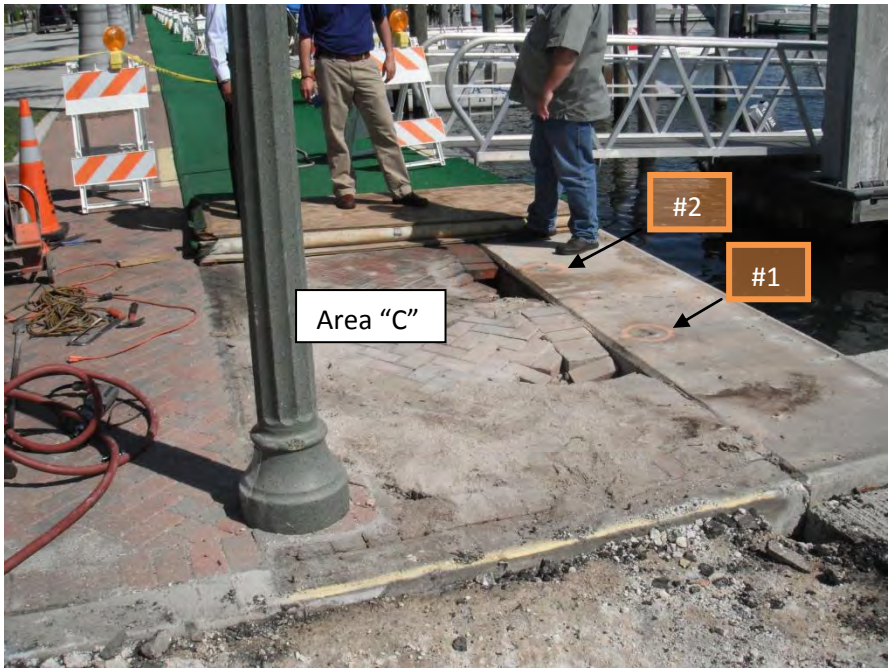
Plume of sediment fanning out approximately 8 to 10 feet from the corner of the boat ramp and walkway sea walls.

SHEET 3

EXCAVATION OF AREAS WITH LOOSE COMPACTION; MARCH 8, 2011



Due to poorly compacted soils identified in the above areas, further excavation was recommended.



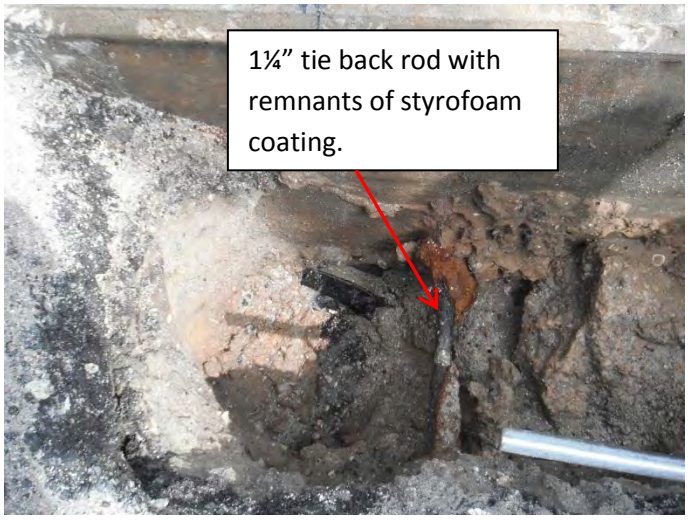
Previously placed marks on seawall.

SHEET 4

EXCAVATION OF AREAS WITH LOOSE COMPACTION; MARCH 8, 2011

Plume of sandy water

Wood debris



Plastic debris and rusted snap-tie

SHEET 5

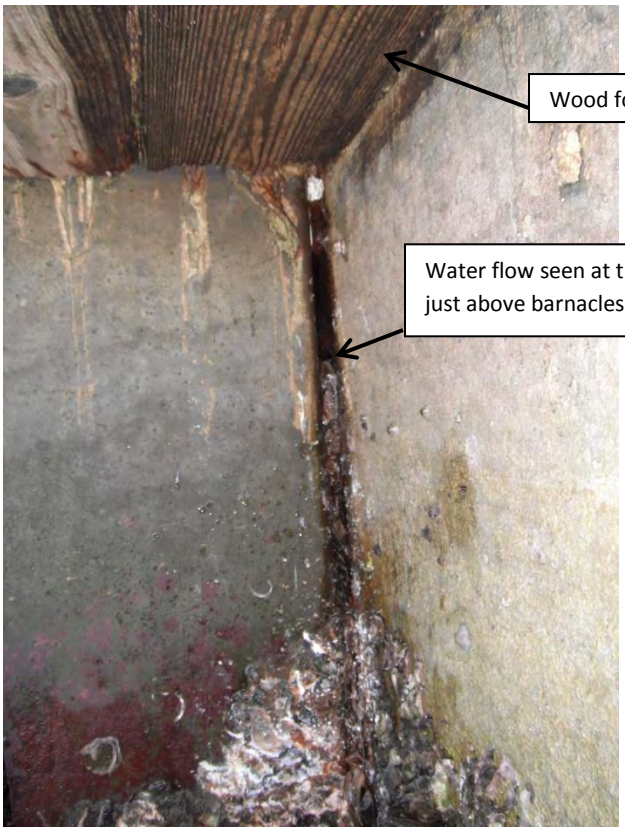
EXCAVATION OF AREAS WITH LOOSE COMPACTION; MARCH 8, 2011

Area “C”, Location #2

Area “C”, Location #1

SHEET 6

REMEDIAL ACTIVITIES; MARCH 9 & 10, 2011



Expanding foam placed in void between king pile and sheet piles.

#57 lime rock placed inside excavation lined with filter cloth.

SHEET 7

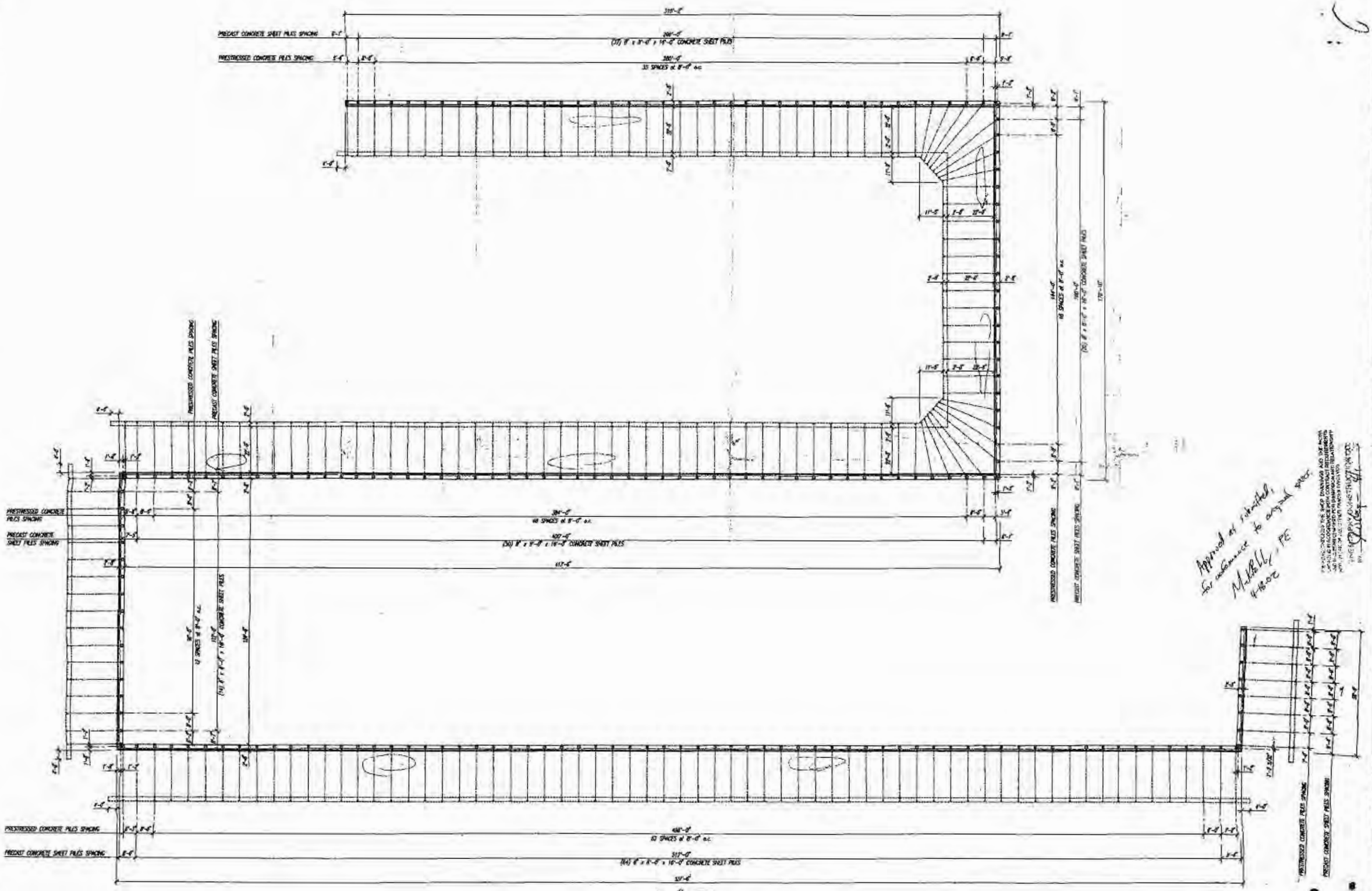
REMEDIAL ACTIVITIES; MARCH 9 & 10, 2011

4” concrete cores cut out of boat ramp slab at predetermined locations.

Placing and vibrating flowable fill through cored holes and in footer.

APPENDIX D

2002 Construction Plans (Sheets 1 & 2)



BULKHEAD PILE AND SHEET PILE LAYOUT PLAN
1" = 20'-0"

Approved as submitted, for conformance to original space.
M. Kelly, PE
4-18-02

REVISIONS

BRIDGE DESIGN ASSOCIATES, INC.
P.O. Box 2101/15, West Palm Beach, FL 33402-2101
Tel. (561) 790-0015 Fax (561) 790-0019
CONSULTING ENGINEERS

BULKHEAD REPLACEMENT FOR:
LAKE PARK MARINA REVITALIZATION
TOWN OF LAKE PARK

SEAL
MAR 2 8 20

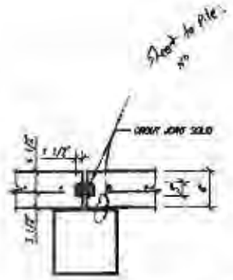
DRAWN C.A.B.
CHECKED B.C.R.
DATE 28 March 2
SCALE AS NOTED
JOB NO.
SHEET 1 OF 2 SH.

RECEIVED
APR 1 1002
DIVISION OF CONSTRUCTION & OPERATIONS

DUN-02037

ESTIMATED QUANTITIES

ITEM	UNIT	QUANTITY
14" SQUARE x 30'-0" LONG PRESTRESSED CONCRETE PILES (288 REQUIRED)	L.F.	8,240'-0"
8" x 6'-0" x 18'-0" SHEET WALL (5 REQUIRED)	L.F.	90'-0"
8" x 7'-0" x 18'-0" SHEET WALL (1 REQUIRED)	L.F.	18'-0"
8" x 8'-0" x 18'-0" SHEET WALL (192 REQUIRED)	L.F.	3,072'-0"
8" x 8'-7" x 18'-0" SHEET WALL (2 REQUIRED)	L.F.	33'-0"
8" x 9'-6" x 18'-0" SHEET WALL (2 REQUIRED)	L.F.	33'-0"
CLASS IV (5,000 P.S.I) CONCRETE (100'-2" LINEAL FEET OF CONCRETE CAP)	CU. YDS.	396.0
CLASS II CONCRETE (1,552'-6" LINEAL FEET OF CONTINUOUS DEADMAN)	CU. YDS.	240.0



SHEET WALL JOINT DETAIL
3/4" = 1'-0"

GENERAL NOTES

PAYMENT

THE CONTRACT UNIT PRICE FOR PRECAST CONCRETE SHEET PILING SHALL INCLUDE REINFORCING STEEL AND S.R. CABLES. ALL CORNER PILING SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR CONCRETE SHEET PILING.

CONCRETE

CLASS IV CONCRETE ($f'c$ = 3,500 p.s.i.)

PICKUP BARS

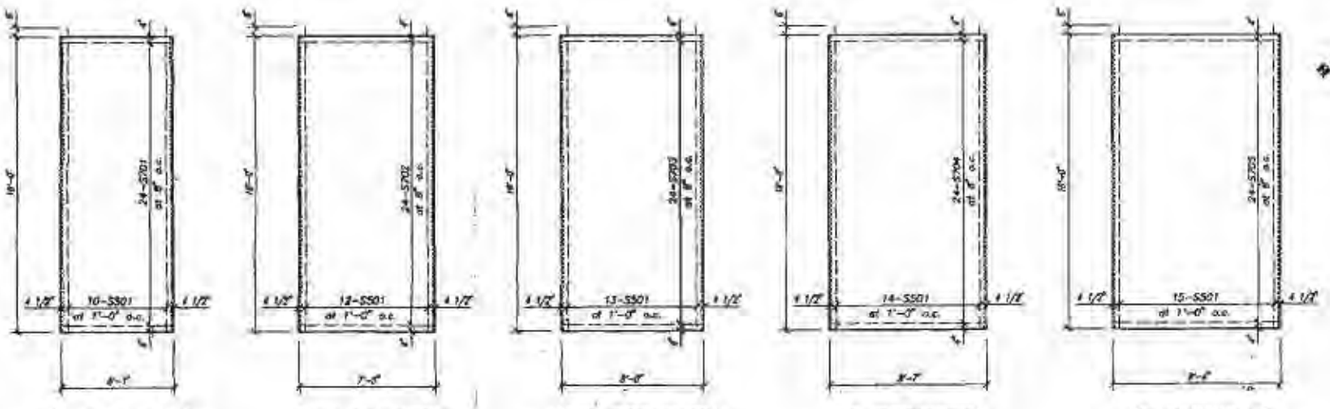
AT THE OPTION OF THE CONTRACTOR, 2-7/16" STRANDS MAY BE SUBSTITUTED FOR NO. 8 PICKUP BAR. STRANDS SHALL BE EMBEDDED IN PILE A MINIMUM OF TWO (2) FEET.

REINFORCING STEEL

REINFORCING STEEL SHALL BE GRADE 60.

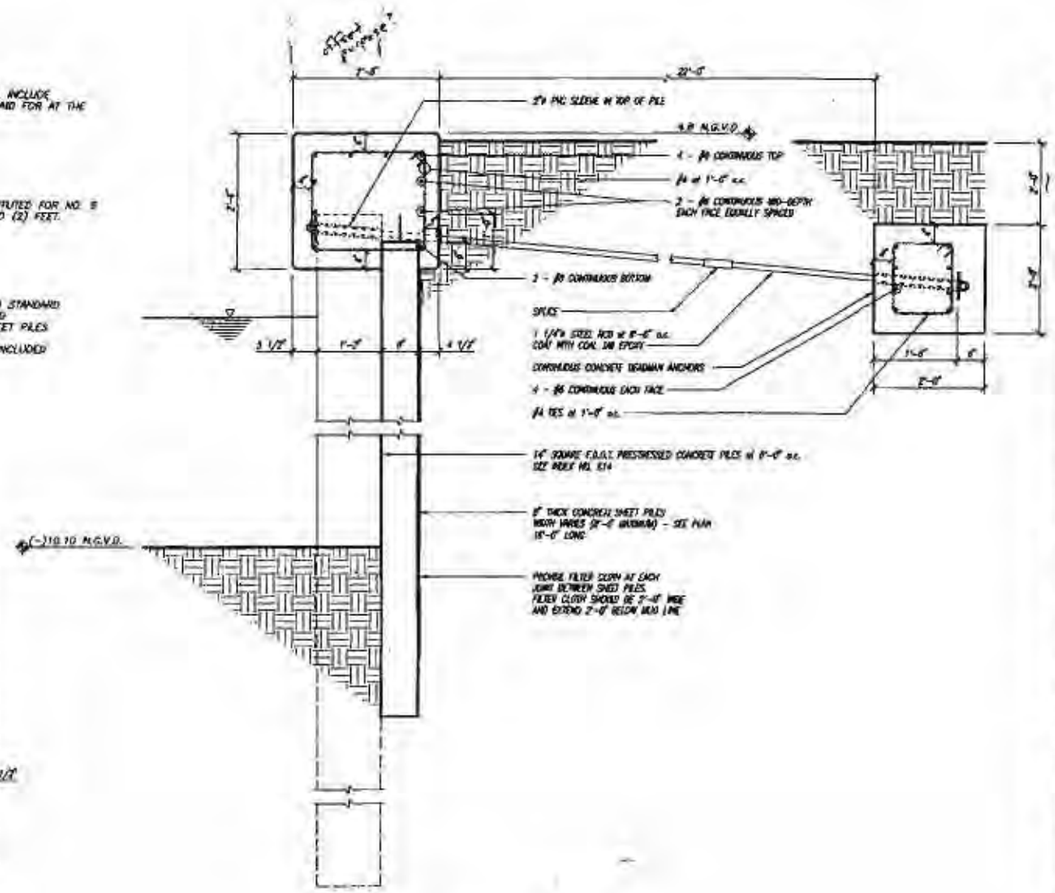
PLASTIC FILTER FABRIC

A PLASTIC FILTER FABRIC (SEE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION) SHALL BE PLACED BETWEEN FILL AND BULKHEAD CAP AND BETWEEN FILL AND PRECAST SHEET PILES TO TWO (2) FEET BELOW MUD LINE. COST OF ALL LABOR AND MATERIALS REQUIRED FOR INSTALLING PLASTIC FILTER FABRIC SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR SHEET PILING.



(5 REQUIRED) (1 REQUIRED) (192 REQUIRED) (2 REQUIRED) (2 REQUIRED)

8" SHEET WALL DETAIL
1/4" = 1'-0"



SECTION A – A
3/4" = 1'-0"

REVISIONS

BRIDGE DESIGN ASSOCIATES, INC.
CONSULTING ENGINEERS

BULKHEAD REPLACEMENT FOR:
LAKE PARK MARINA REVITALIZATION

SEAL

MAR 2 8

DRAWN C.A.B.
CHECKED B.C.R.
DATE 28 March
SCALE AS NOTE
JOB NO.
SHEET 2 OF 2

DERB-02038

APPENDIX E

October 2006
Letter to Murphy Construction Company

TOWN OF LAKE PARK

FINANCE DEPARTMENT

RECEIVED The Murphy Construction Co. Route to: NOV 0 1 2006			
	JEM		MEM SR
	MEM JR		VM
	MOORE		LL
	JWK		HI
	RE		MG
	JM		TF
	DC		MP
	RGK		JBR
	RS		DV

October 30, 2006

Mark Bolchoz
The Murphy Construction Company
1615 Clare Avenue
West Palm Beach, FL 33401

RE: Lake Park Marina

Dear Mr. Bolchoz:

Based on the meeting dated Friday September 8, 2006 it was agreed that there would be some maintenance related fixes on the landward side of the sheet pile wall due to minor settlement under the brick paver sidewalk at the marina in Lake Park. The Town has accepted that this item is a necessary operating and maintenance cost for the marina.

In light of these maintenance requirements settlement occurred at a number of locations along the west side of the west basin over the past couple of weeks. One particular area was very bad with a settlement area of approximately 8' x 3'. On Thursday, October 6, 2006 Town staff proceeded to remove the brick pavers and the backfill in this area to get to the root of the problem. During this process it was noted that the installed filter fabric was not visible within the limits of our removal. John P. Downes from Calvin, Giordano & Associates came out to the site to inspect the area in question and proceeded to call Brian Rheault of Bridge Design to request him to come to the site.

Mr. Rheault came to the site late that afternoon and agreed that the filter fabric was not visible but suggested that further digging be done as he was firm in his knowledge that the fabric was installed. With some further digging of approximately 12' – 18' the filter fabric was discovered. However, it appears that when the contractor was backfilling behind the sheet pile wall, the cloth was not adequately held in place and was pulled down under the weight of the backfill. It was agreed by all at the site that this was a construction related issue rather than a normal maintenance related function.

The Town's position on this matter is that there could be more areas within the marina with similar problems and we are requesting that the contractor present to us a mutually acceptable solution to this and future similar issues. It is important that this be addressed immediately as this is a public safety issue and also an image issue for both the Town of Lake Park and all involved in the design and construction of this marina.

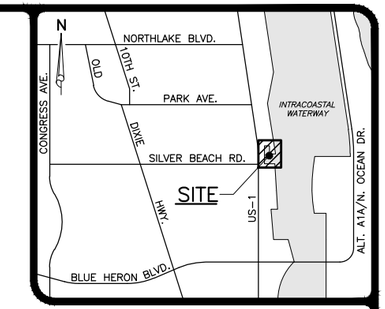
Sincerely;

Cynthia R. Sementelli

Cynthia R. Sementelli
Interim Town Manager

APPENDIX F

2013 GPR Summary Exhibits



SECTION 21, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

N

20 10 0 20 40

SCALE IN FEET
1"=20'

LEGEND

P115 PILLAR NUMBER

Day 1: Friday 5/10/13 3:00 PM - 5:30 PM
Day 2: Monday 5/13/13 4:30 PM - 6:30 PM

Void #	Day Located	Description
V1	D1/D2	15' south of P101 (by Fire Extinguisher)
V2	D1/D2	1' south of P102 (pavers removed)
V3	D1/D2	6' north of P103 (12'x2' section of pavers removed)
V4	D1	15' north of P104
V5	D1	8' north of P105
V6	D1	9' south of P107
V7	D1/D2	5' north of P107
V8	D2	15' north of P107
V9	D1	10' north of P108
V10	D1/D2	4' south of P109
V11	D1/D2	10 north of P110 (1st day marked as VD or "very deep")
V12	D2	10' south of P111
V13	D1/D2	10' north of P111
V14	D1/D2	15' north of P111
V15	D1/D2	25' East of northwest corner
V16	D1/D2	40' east of northwest corner
V17	D1/D2	65' east of northwest corner
V18	D1	10' south of P115
V19	D1/D2	8' south of P119
V20	D1/D2	4' south of P120
V21	D2	7' north of P121
V22	D1/D2	3' north of P124
V23	D1/D2	15' east of P125
V24	D1	10' west of P126
V25	D1/D2	7' west of P127
V26	D1/D2	8' east of P127
V27	D1/D2	10' north of P129
V28	D1/D2	2' south of P133
V29	D1/D2	13' north of P133
V30	D1/D2	1' south of P134 (2'X2' section of pavers removed)
V31	D1/D2	25' north of P134 (10'X2' section of pavers removed)
V32	D1/D2	40' south of corner
V33	D1/D2	10' south of corner
V34	D1/D2	7' west of P134

Y:\AUTOCAD_FILES\2011\11-106\11106(B)S01.dwg, 10/28/2013 10:21:40 AM, Daniel

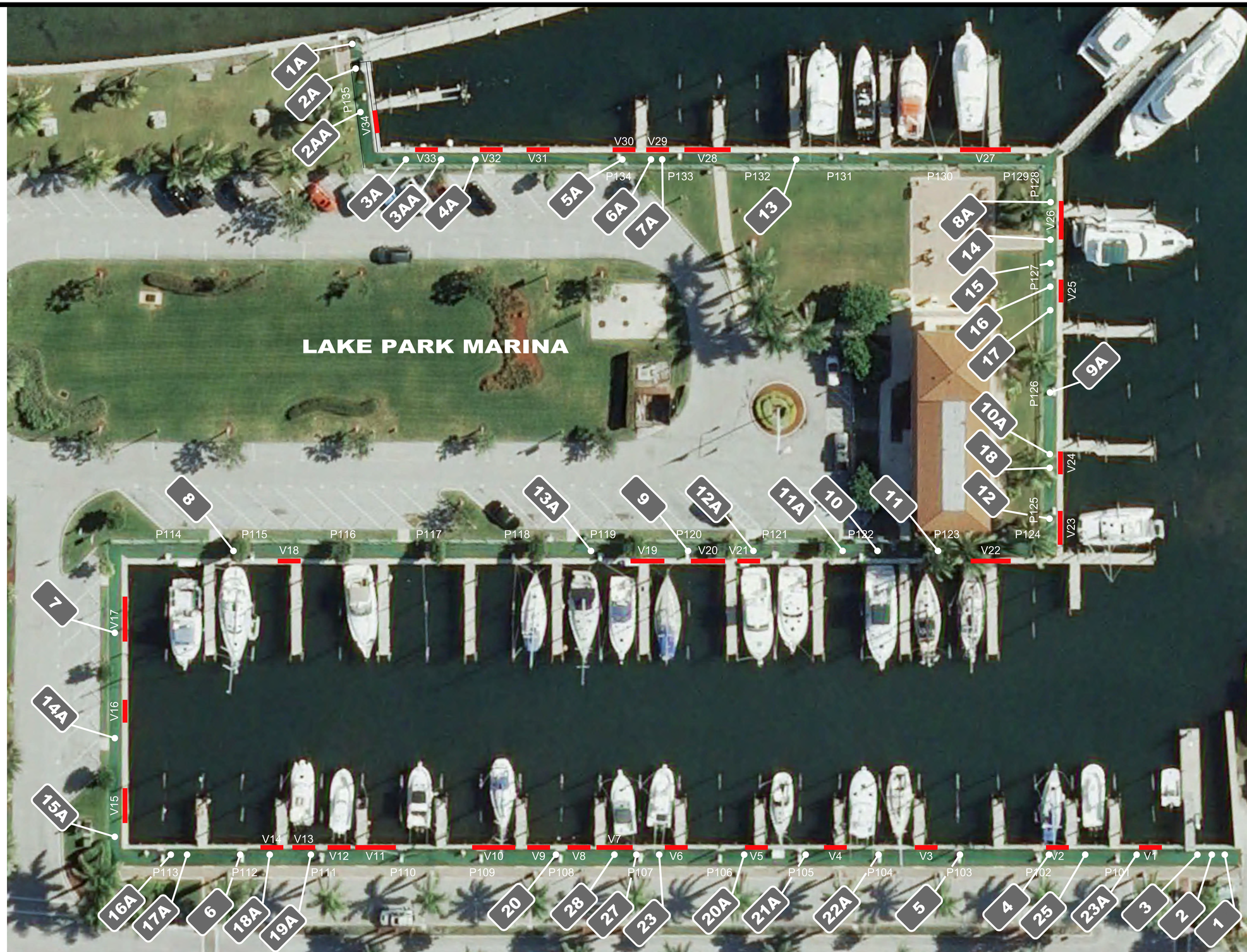
REVISIONS

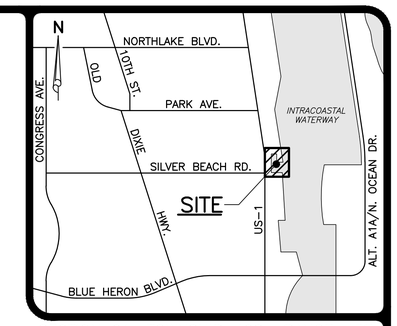
SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SURVEYING
Authorization No. 3452
5601 Corporate Way • Suite 200 • West Palm Beach, Florida 33407 • (561) 478-7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
Z.T.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
GPR SUMMARY GRAPHIC

JOB NO.	DRAWING NO.	SHEET	OF
11-106B	11106(B)S01	1	1





SECTION 21, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

N

20 10 0 20 40

SCALE IN FEET
1"=20'

LEGEND

P115 PILLAR NUMBER

3A

Day 1: Friday 5/10/13 3:00 PM - 5:30 PM
Day 2: Monday 5/13/13 4:30 PM - 6:30 PM

Void #	Day Located	Description
V1	D1/D2	15' south of P101 (by Fire Extinguisher)
V2	D1/D2	1' south of P102 (pavers removed)
V3	D1/D2	6' north of P103 (12'x2' section of pavers removed)
V4	D1	15' north of P104
V5	D1	8' north of P105
V6	D1	9' south of P107
V7	D1/D2	5' north of P107
V8	D2	15' north of P107
V9	D1	10' north of P108
V10	D1/D2	4' south of P109
V11	D1/D2	10 north of P110 (1st day marked as VD or "very deep")
V12	D2	10' south of P111
V13	D1/D2	10' north of P111
V14	D1/D2	15' north of P111
V15	D1/D2	25' East of northwest corner
V16	D1/D2	40' east of northwest corner
V17	D1/D2	65' east of northwest corner
V18	D1	10' south of P115
V19	D1/D2	8' south of P119
V20	D1/D2	4' south of P120
V21	D2	7' north of P121
V22	D1/D2	3' north of P124
V23	D1/D2	15' east of P125
V24	D1	10' west of P126
V25	D1/D2	7' west of P127
V26	D1/D2	8' east of P127
V27	D1/D2	10' north of P129
V28	D1/D2	2' south of P133
V29	D1/D2	13' north of P133
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V32	D1/D2	40' south of corner
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V34	D1/D2	7' west of P134

REVISIONS

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
5601 Corporate Way • Suite 206 • West Palm Beach, Florida 33407 • (561) 478-7848

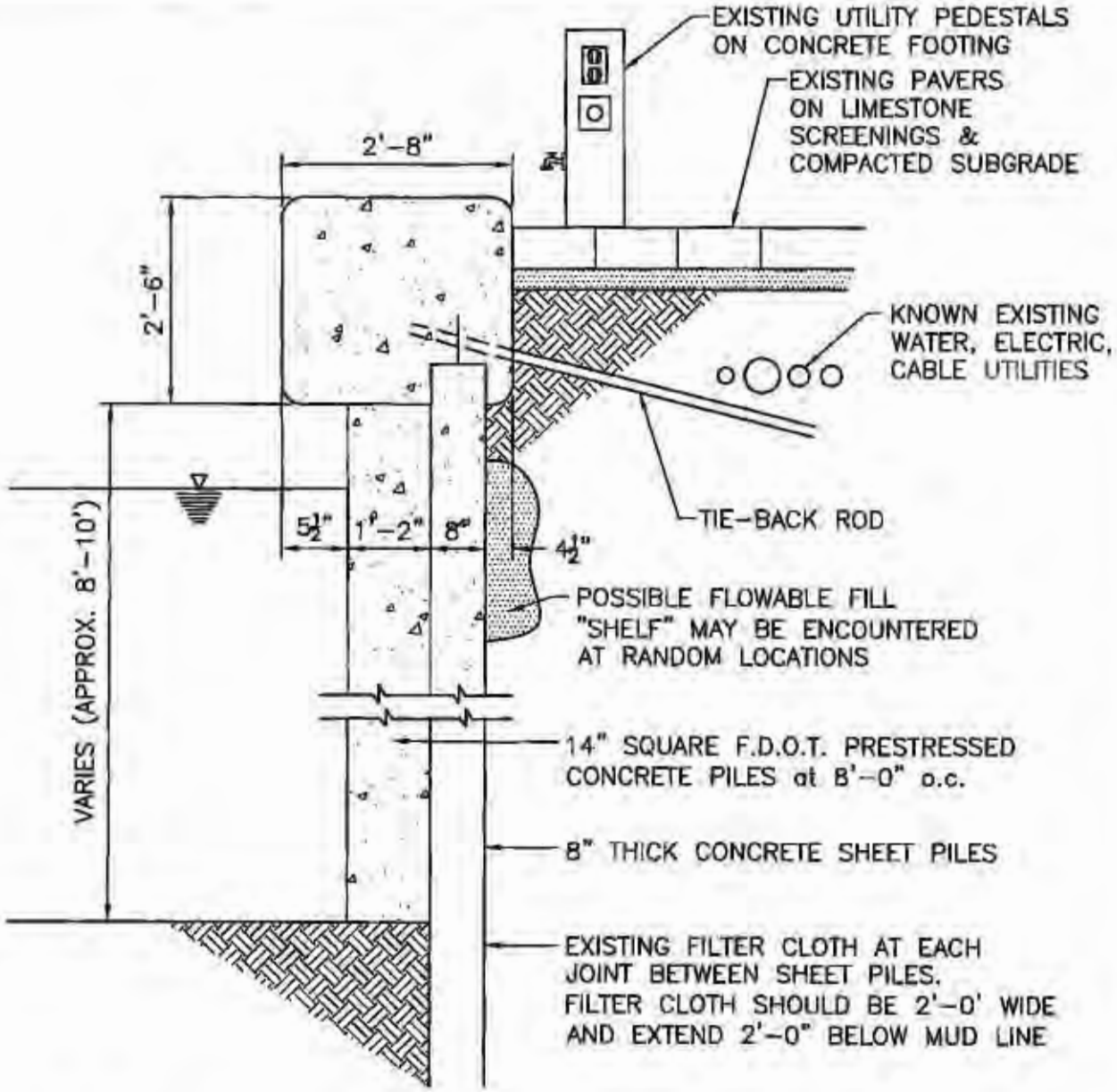
DESIGN	DRAWN	CHECKED	APPROVED	DATE
Z.T.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
GPR/CGI COMPOSITE OVERLAY

JOB NO.	DRAWING NO.	SHEET	OF
11-106B	11106(B)S02	1	1

APPENDIX G

Easterly Demonstration Design Details



NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS. INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS

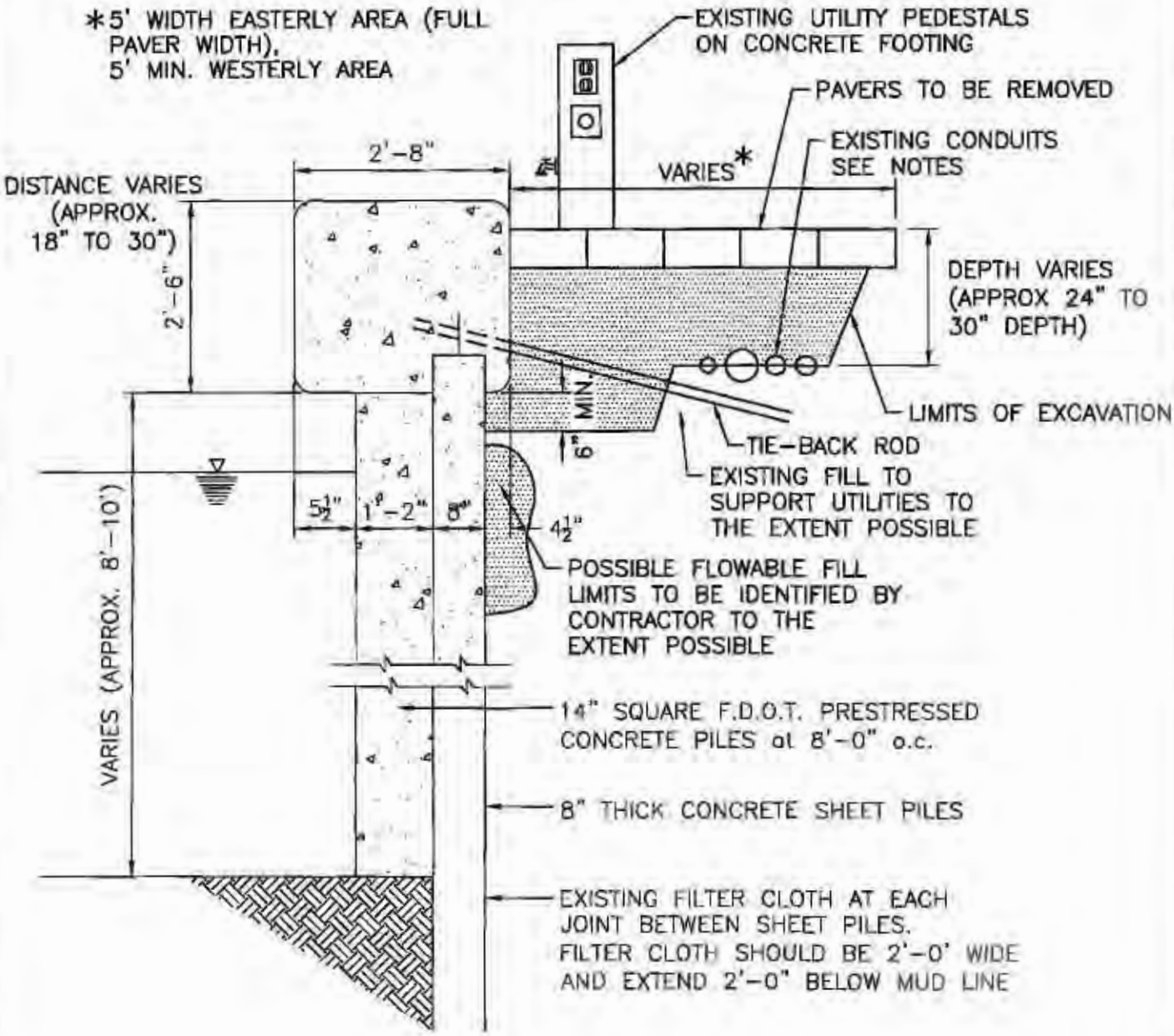
EXISTING CONDITION DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
EXISTING CONDITION DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET OF
	R.R.	E.P.			07-01-13	11-108B	11-108B	1 1



EXCAVATION DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
EXCAVATION DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-01-13	11-1066	11-1068	1 OF 2

EXCAVATION DETAIL NOTES

1. WESTERLY DEMONSTRATION AREA APPROXIMATELY 106' LONG WITH 13 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 10'.

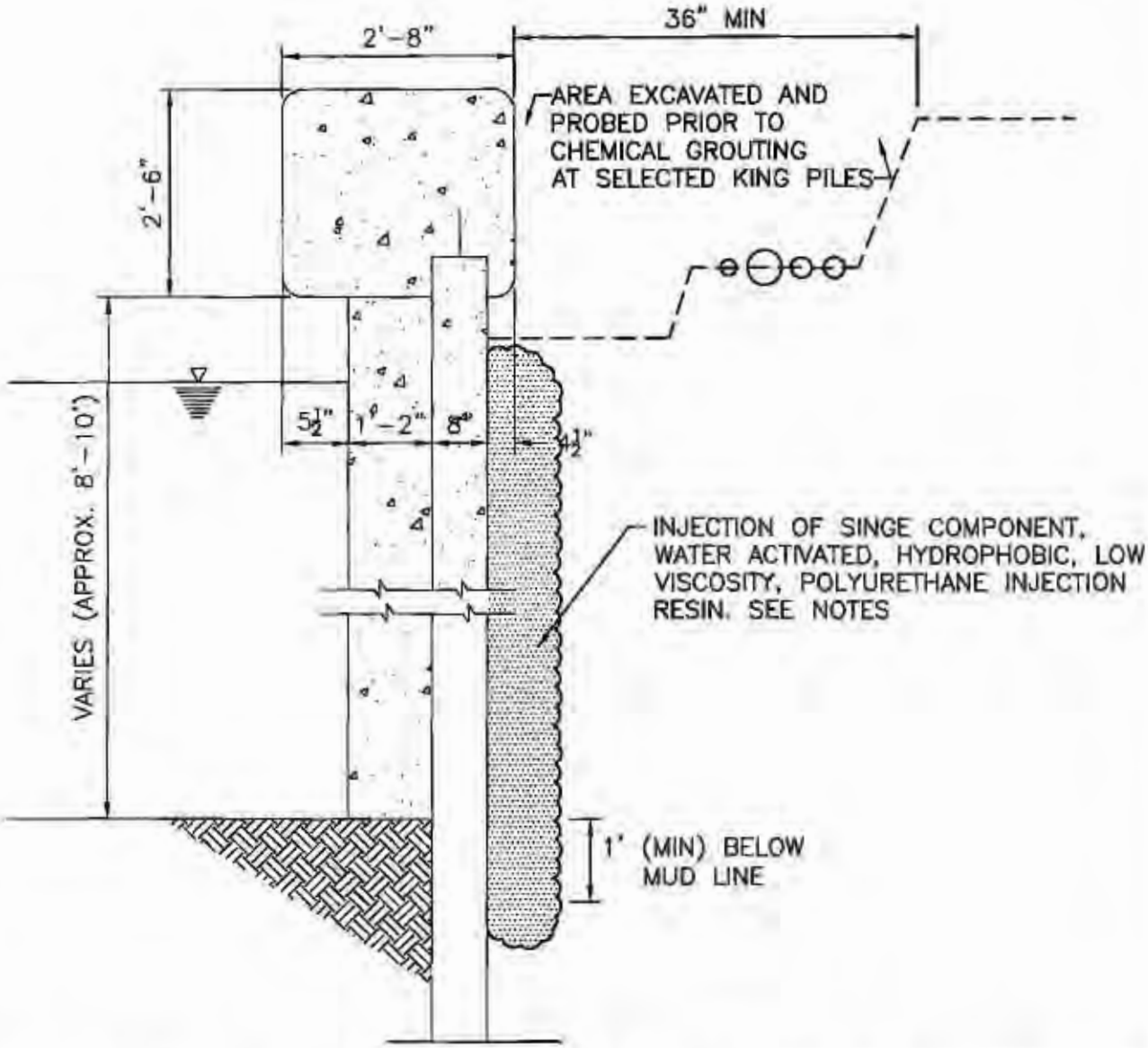
2. EASTERLY DEMONSTRATION AREA APPROXIMATELY 56' LONG WITH 8 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 5'.

3. CONTRACTOR TO REMOVE LIMITED WIDTH OF PAVERS AS NEEDED FOR EXCAVATION DEPTH (FULL 5' WIDTH ON EAST DEMONSTRATION AREA, 5' MIN. ON WEST DEMONSTRATION AREA) AND STACK NEATLY ON TOWN SUPPLIED PALLETS. TOWN TO REMOVE AND STORE PAVERS OFFSITE. PAVER REMOVAL TO BE UNIT COST, PER S.F.

4. CONTRACTOR TO EXCAVATE EXISTING SEAWALL BACKFILL TO A MINIMUM DEPTH OF 6" BELOW SEAWALL CAP (APPROXIMATE TOTAL DEPTH OF 36") TO EDGE OF EXISTING CONDUITS WITH TOTAL TRENCH WIDTH TO CONTINUE TO FAR EDGE OF EXISTING UTILITY CONDUITS (36" MIN). SUPPORT AND PROTECTION OF EXISTING CONDUITS IS RESPONSIBILITY OF CONTRACTOR. EXCAVATED BACKFILL MATERIAL TO REMAIN ADJACENT TO TRENCH. EXCAVATION TO BE UNIT COST, PER L.F. OF SEAWALL.

5. IF FLOWABLE FILL IS LOCATED, CONTRACTOR TO IDENTIFY TO THE EXTENT POSSIBLE THE LIMITS OF THE FLOWABLE FILL.

6. CONTRACTOR TO NOTIFY TOWN UPON COMPLETION OF EXCAVATION. TOWN GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) AND REPRESENTATIVE OF CONTRACTOR TO PROBE EXCAVATION TO DETERMINE/IDENTIFY VOIDS, DECOMPACTED SOILS, AND LOCATION/LIMITS OF EXISTING FLOWABLE FILL. OBSERVATION OF PROBING TO BE UNIT COST, PER HOUR ONSITE (EXCLUDES TRAVEL TIME).



"LANDSIDE" CHEMICAL GROUTING DEMONSTRATION ALTERNATIVE DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
CHEMICAL GROUT DEMONSTRATION
ALTERNATIVE DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-01-13	11-106B	11-106B	1 OF 6

CHEMICAL GROUTING DEMONSTRATION ALTERNATIVE NOTES

1. CONTRACTOR TO SUPPLY ALL LABOR AND MATERIAL TO INJECT A THIN LIQUID RESIN THAT REACTS WITH WATER AND EXPANDS TO FORM A CLOSED CELL, WATER TIGHT, RIGID FOAM TO FILL VOIDS, STABILIZE SOIL, AND SEAL THE SHEET PILE JOINT AT THE KING PILE. MATERIAL TO BE A SINGLE COMPONENT, WATER ACTIVATED HYDROPHOBIC LOW VISCOCITY POLYURETHANE INJECTION RESIN THAT REQUIRES THE USE OF A CATALYST.

2. THE CHEMICAL GROUTING TO UTILIZE A ⅛" DIAMETER (OR APPROVED EQUIVALENT) STAINLESS STEEL INJECTION ROD OF A LENGTH SUITABLE TO PENETRATE TO 1' BELOW THE SEAWALL MUDLINE (APPROXIMATELY 9 - 11') AND GENERALLY INJECT APPROXIMATELY 0.75 GALLONS PER VERTICAL FOOT OF SPECIFIED MATERIAL. VOLUME OF MATERIAL INJECTED MAY VARY TO OBTAIN 6" MIN. (9" PREFERRED) WIDTH OF COVERAGE EACH SIDE OF SHEET PILE JOINT.

3. THE MANUFACTURER OF THE SPECIFIED PRODUCT SHALL HAVE AN ESTABLISHED PROGRAM OF TRAINING AND TECHNICALLY SUPPORT APPROVED CONTRACTORS.

4. CONTRACTOR SHALL BE AN APPROVED CONTRACTOR OF THE MANUFACTURER OF THE SPECIFIED PRODUCT, WHO HAS BEEN INSTRUCTED IN THE USE OF THE SPECIFIED REPAIR MATERIAL, AND PROVIDE CERTIFICATION FROM THE MANUFACTURER ATTESTING TO THEIR APPROVED CONTRACTOR STATUS. CONTRACTOR SHALL BE ABLE TO DEMONSTRATE PAST PERFORMANCE ON JOBS OF SIMILAR SCOPE AND SIZE. CONTRACTOR MUST HAVE A MINIMUM OF TWO YEARS EXPERIENCE INJECTING POLYURETHANE GROUTS.

5. MAKE ALL ARRANGEMENTS AND PAY ALL COSTS TO HAVE MANUFACTURER'S AUTHORIZED REPRESENTATIVE ON THE JOB AT THE BEGINNING OF ALL MAJOR PHASES OF THE WORK, INCLUDING JOINT PREPARATION, AND INSTALLATION OF POLYURETHANE GROUT, TO ENSURE PROPER PROCEDURES AND QUALITY CONTROL TECHNIQUES ARE IN COMPLIANCE.

6. SUBMIT MANUFACTURER'S PRODUCT DATA, INSTALLATION INSTRUCTIONS, USE LIMITATIONS AND RECOMMENDATIONS FOR POLYURETHANE GROUT MATERIAL.

7. THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF EQUIPMENT AND PROCEDURES FOR THE PROPOSED SEALING OF CONCRETE CRACKS, HOLES, FRACTURES AND JOINTS.

8. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A DETAILED PROCEDURE FOR THE INSTALLATION OF THE WATER REACTIVE POLYURETHANE GROUT.

9. PROVIDE A CERTIFICATE OF COMPLIANCE STATING THAT THE REPAIR MATERIAL MEETS THE SPECIFIED PRINTED LITERATURE ON THE SPECIFIED PRODUCT.

10. MATERIAL TO BE PRIME FLEX 920 AS MANUFACTURED BY PRIME RESINS, 2291 PLUNKETT ROAD, CONYERS, GEORGIA 30012 (770-388-0626) OR FLEX SLV PURE OR CUT PURE AS MANUFACTURED BY DENEEF CONSTRUCTION CHEMICALS 5610 BRYSTONE DRIVE, HOUSTON, TEXAS 77041. THE GROUTING MATERIAL SHALL BE A HYDROPHOBIC POLYURETHANE LIQUID WITH CATALYST DEVELOPED TO STOP HIGHLY ACTIVE LEAKS. THE GROUT SHALL BE NON-TOXIC AFTER CURING. THE POLYURETHANE LIQUID SHALL REACT WITH WATER TO FOAM AND EXPAND TO FORM A FLEXIBLE, TOUGH, GASKET THAT STOPS WATER. THE CATALYST IS ADDED TO THE GROUT TO DETERMINE THE REACTION TIME WITH WATER.

11. THE CONTRACTOR SHALL ARRANGE WITH THE MATERIAL'S MANUFACTURER OR DISTRIBUTOR TO HAVE THE SERVICES OF A COMPETENT FIELD REPRESENTATIVE AT THE WORK SITE PRIOR TO START OF GROUTING WORK TO INSTRUCT THE WORK CREWS IN THE PROPER APPLICATION PROCEDURES. HE SHALL REMAIN AT THE JOB SITE AFTER WORK COMMENCES AND CONTINUE TO INSTRUCT UNTIL HE AND THE CONTRACTOR AND ENGINEER ARE SATISFIED THAT THE CREW HAS MASTERED THE TECHNIQUE OF INSTALLING THE SYSTEM SUCCESSFULLY. THE REPRESENTATIVE SHALL MAKE PERIODIC VISITS TO THE PROJECT AS THE WORK PROGRESSES AND SHALL CONFER TO EACH VISIT WITH THE CONTRACTOR OR ENGINEER.

12. THE MANUFACTURER'S FIELD REPRESNTATIVE SHALL BE FULLY QUALIFIED TO PERFORM THE WORK AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

13. THE REPAIR OF LEAKING CRACKS WILL BE PAID FOR AT THE CONTRACT UNIT BID PRICE PER GALLON OF MATERIAL USED AS STIPULATED IN THE SCHEDULE OF BID PRICES, WHICH PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING AND INSTALLING ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND OTHER INCIDENTALS NECESSARY TO COMPLETE THE SPECIFIED WORK.

14. A WALL DRAIN MAY BE INSTALLED AT CHEMICAL GROUTING DEMONSTRATION AREAS. SEE WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL. WALL DRAIN TO BE SEPARATE PAY ITEM.

SPECIFICATIONS

1.01 Purpose

A. Furnish all materials, labor, tools and equipment to stabilize soils and fill voids as indicated on drawings or in contract documents.

1.02 Quality Assurance

A. Manufacturer of polyurethane material shall have been in existence for a period of not less than 15 (fifteen) years.

1. The contractor must provide the engineer with job references where they successfully used hydrophobic polyurethane resins for soil stabilization.

1.03 Delivery, Storage, and Handling

A. Deliver the specified products in original, unopened containers with manufacturer's name, labels, product identification, and batch numbers intact.

B. Store and condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

A. Do not apply the material if it is or it appears that it will be raining unless precautions are taken to protect the material from moisture.

B. Contractor will take all precautions necessary to insure that no damage will occur to any work zone due to handling or pumping of the polyurethane resin.

Part 2 Materials

2.01 Acceptable Manufacturers

A. Prime Flex 920, as manufactured by Prime Resins, Inc., Conyers, Georgia (800-321-7212) is considered to conform to the requirements of this specification and has performed satisfactorily for soil stabilization and void filling.

B. The use of a product other than specified will be considered providing the contractor requests its use in writing to the Engineer. Acrylamide grouts will not be considered. The request shall be accompanied by a notarized certification of compliance from an approved independent testing laboratory that the proposed substitute product meets or exceeds the specified performance criteria, tested in accordance with the specified test standards, and documented proof that the proposed product has a proven record of performance of soil stabilization, confirmed by actual field tests and five successful installations that the Engineer can investigate.

2.02 Performance Criteria

A. Physical properties of polyurethane resin:

1. Water activated resin.
2. Variable cure rate.
3. Viscosity 120 cps. - 20 cps
4. Solids Content 100% solids
5. Characteristics Hydrophobic polymer

B. Physical properties of Catalyst:

1. Appearance - Clear liquid
2. Viscosity 15 - 20 cps
3. Solids content 100%

C. Physical properties of polyurethane resin cured under pressure:

1. Shrinkage - (ASTM D-1042 / D-756) None
2. Tensile Properties (ASTM D-1623)
   a. Tensile strength: 41 psi
   b. Elongation 3.4%

2.03 Materials

A. Polyurethane Resin

1. Polyurethane resin shall be a single component material that requires catalyst. Adjusting the percentage of catalyst to the base resin shall control reaction time of the grout.
2. Material shall be a water reactive grout.
3. Polyurethane resin shall be based on MDI in combination with pre polyols.
4. Polyurethane resin shall be hydrophobic in nature.
5. Polyurethane resin shall be NSF ANSI 61 certified for use in potable water.

Part 3 Execution

3.01 Preparation

A. contractor shall determine appropriate spacing and depth placement for injection probes to successfully seal, stabilize and fill area as shown in drawings. Test sections may be necessary to determine best probe spacing depending on soil types and conditions encountered. Probes: Pipe shall utilize Prime Resins Soil Probe or Expendable Drive Point to keep dirt from clogging pipe during driving. Type and size to be determined by contractor.

B. Prior to injecting grout contractor shall ensure that the soils contain enough moisture to fully react the grout OR shall use a plural component pump to inject water and grout simultaneously (twin streaming) through injection pipe/probe. When twin streaming is done a ratio of 10 : 1 (grout : water) shall be used. A pump capable of injection pressures from 100 psi - 2500 psi is recommended. Flow rate of pumps shall be .33 gpm minimum. Manually operated or "hand pumps" are considered unacceptable and cannot be used.

B. For soil grouting: To determine the best ratio of catalyst to grout, contractor shall gather three one-gallon containers of soil typical of that to be injected and prepare three eight-ounce samples of grout. One sample of grout shall be catalyzed with 1% catalyst, the second with 3% catalyst, and the third with 5% catalyst. Make a hole (approximately 2" in diameter) extending three-fourths of the distance to the bottom in the center of each compacted soil sample. Pour one mixture of catalyzed grout into the center hole in each soil sample. Press the soil back over the hole and allow the grout to cure for approximately 15 minutes. After the material has cured, dump out the contents of the containers and determine which mixture of grout and catalyst has produced the best pattern of migration.

C. A grout log shall be maintained recording amount of grout and percentage of catalyst used for each pipe/probe and shall be available for inspection by the Engineer at all times. Request for payment of grout shall include a copy of grout log detailing quantities used.

3.02 Application

A. Determine pattern for probe placement and install probes.

B. Contractor shall determine amount of grout to be injected into each probe to ensure all areas with the work area are fully grouted. Grouting shall use the "Lift Grouting Technique" where the pipe is raised or jacked up and grout is injected in 12" intervals or lifts. The amount of grout to be injected at each lift is to be determined by the contractor based on soil conditions for that particular area. Injection pressures will vary depending on soil conditions. (Assume 0.75 gallons per foot.)

C. If flowable fill or other random obstructions are encountered, grouting may also be done via the "through wall" method. This involves drilling holes through a wall and grouting via these holes. In some cases it may be necessary to install soil pipes to transfer grout further out into the soils. Contractor to determine appropriate hole spacing to ensure desired results.

D. Adhere to all limitations and cautions set forth by the manufacturer.

3.03 Safety

A. Copy of Data sheet and Material Safety Data Sheet (MSDS) of all chemicals used must be on site at all times.

B. Workers must wear protective rubber gloves, full protection (front and side) safety glasses, chemical goggles or face shield and any other necessary precautions as outlined in product MSDS when handling or pumping grout.

C. All chemicals used on site including grout, catalyst and chemicals to clean pumps and equipment shall be non-flammable.

3.04 Cleaning

A. Flush the pump and hoses with approved pump flush. Do not use solvents to clean off human skin.

B. Uncured polyurethane resin can be removed from tools with an approved solvent. Cured polyurethane can only be removed mechanically.

C. Remove all pipes from work area.

D. Leave work area clean and neat.

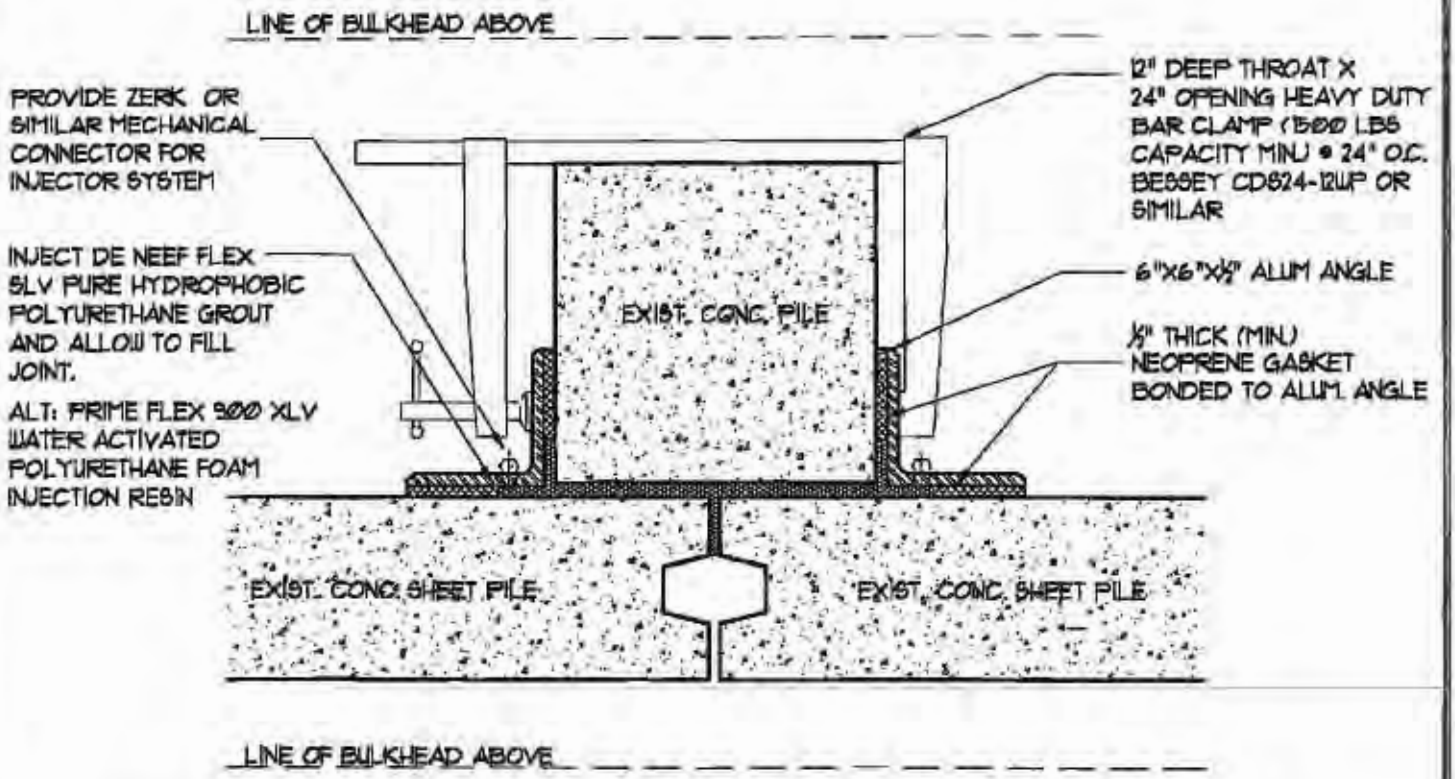
Part 4 Payment

4.0 Measurement

A. Lump sum price shall be given for mobilization, all necessary tools, equipment, labor, permits, materials, except for Chemical Grout, Catalyst, and piping.

B. Unit price for pipe shall be based on actual quantity of pipe used and shall be measured by the lineal foot. Lineal foot price shall include placement, all pipe fittings, modifications (cutting, threading ect...) and accessories including drive tips or probes.

C. Unit price for Chemical Grout shall be based on actual quantity of chemical grout (including catalyst) pumped in gallons. Payment shall be made based on quantities reported in grout logbook and approved by Engineer or Inspector.



"WATERSIDE CHEMICAL GROUTING" DEMONSTRATION ALTERNATE DETAIL

NOTES:

1. CONTRACTOR TO REMOVE ALL BARNACLES FROM CONCRETE FACE OF PILE AND SHEET PILE TO PROVIDE A SMOOTH SURFACE PRIOR TO INSTALLATION OF METAL FORMWORK.
2. CONTRACTOR SHALL REMOVE ALL EXCESS FOAM GROUT AFTER CURING PERIOD.
3. REFER TO FOAM GROUT SPECIFICATION FOR ADDITIONAL INFORMATION.

ALBERT A. GARGIULO, P.E.
CONSULTING ENGINEER FLORIDA LIC. # PE 32582

Bulkhead Pile/Sheet pile Joint Grout Injection Detail

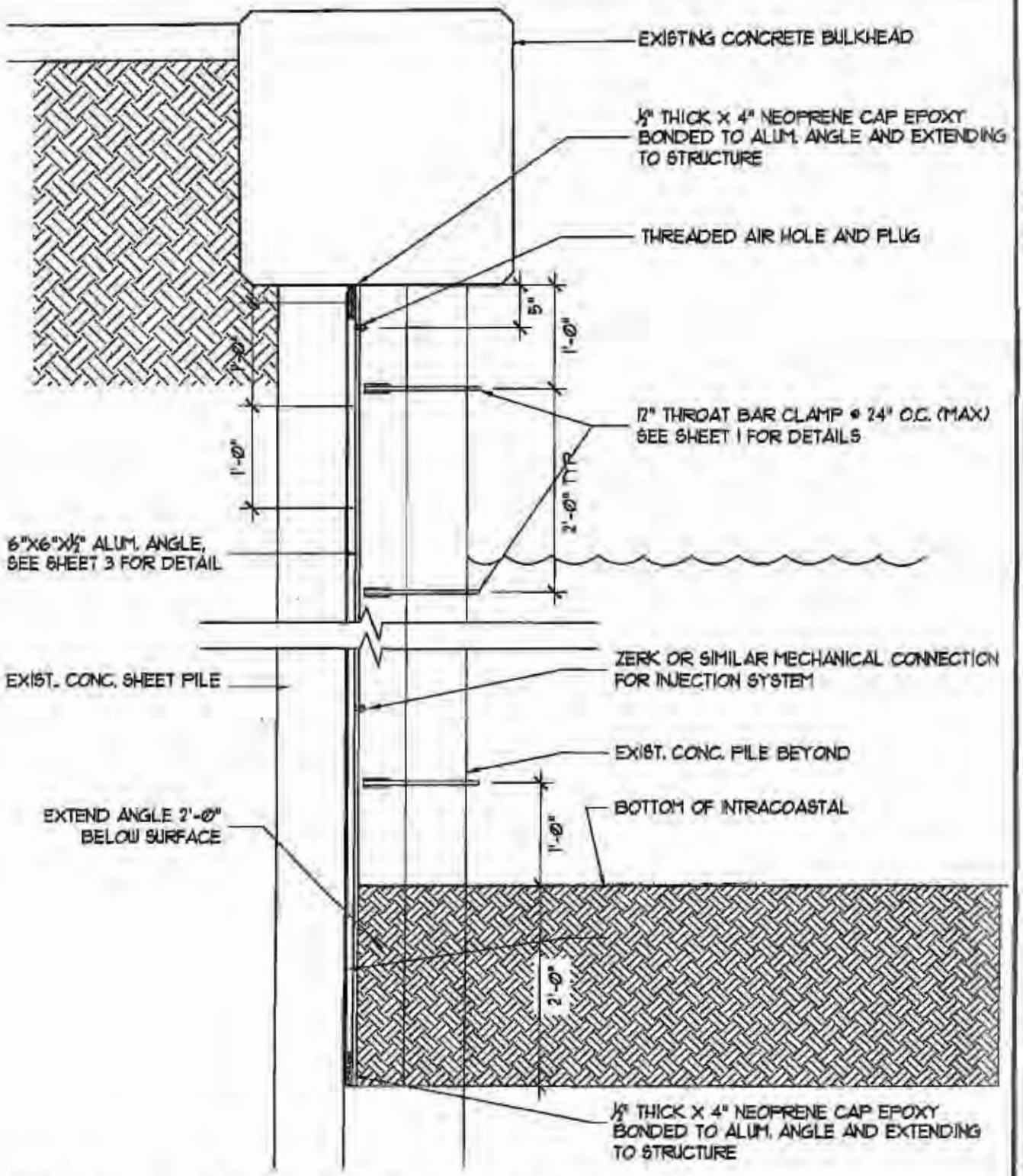
LAKE PARK MARINA . 105 Lake Shore Drive . Lake Park, Florida

324 SUNSET RD. WEST PALM BEACH, FLORIDA 33401 - TEL. (561) 686.5554 - FAX. (561) 688.6456

DATE 7/5/2013

SCALE 1 1/2" = 1'-0"

SHEET 1 OF 3



TYPICAL SECTION AT PILE

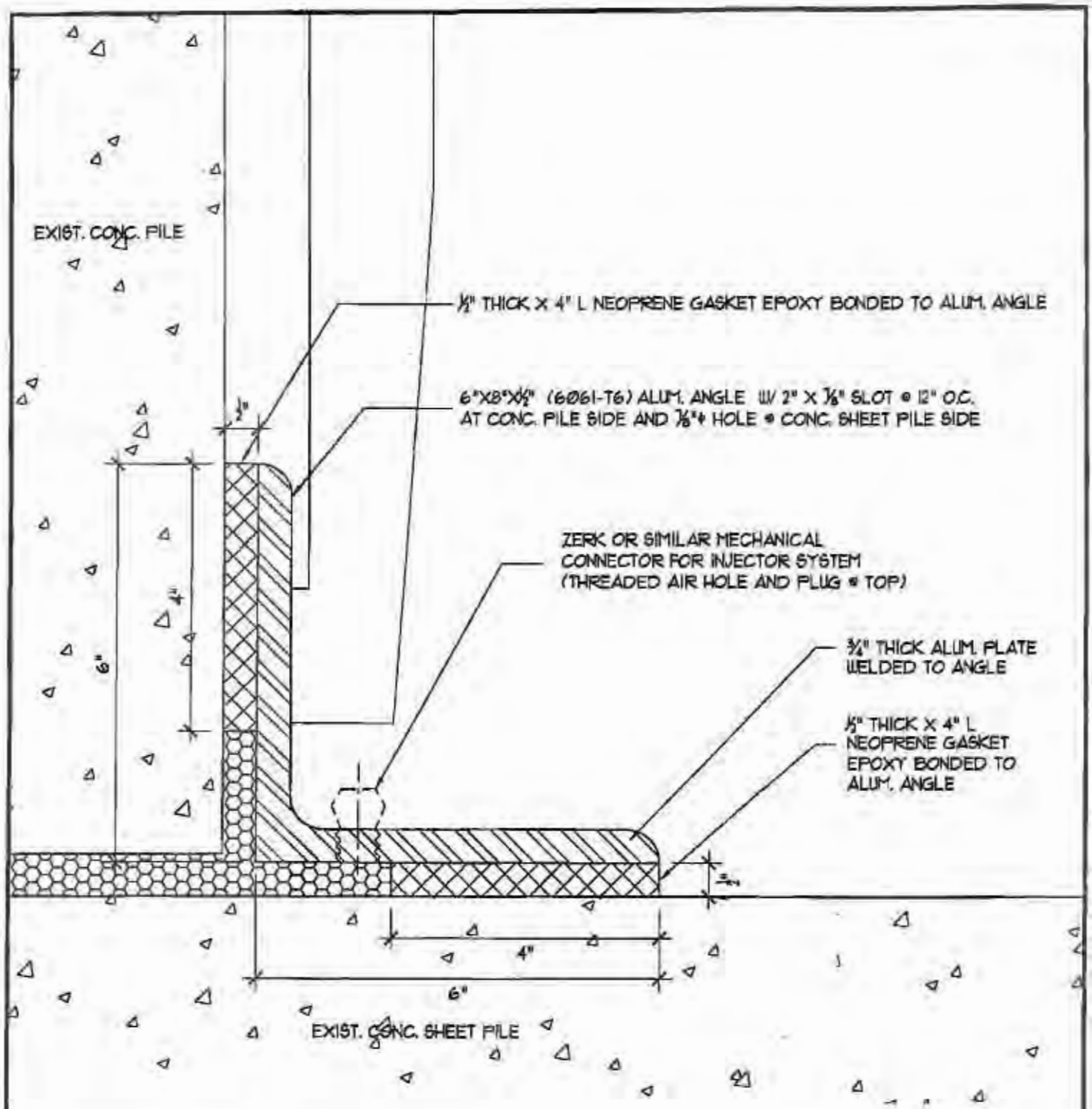
ALBERT A. GARGIULO, P.E.
CONSULTING ENGINEER FLORIDA LIC. # PE 32582

Bulkhead Pile/Sheet pile Joint Grout Injection Detail

LAKE PARK MARINA . 105 Lake Shore Drive . Lake Park, Florida

324 SUNSET RD. WEST PALM BEACH, FLORIDA 33401 - TEL. (561) 686.5554 - FAX. (561) 688.6456

DATE	7/05/2013
SCALE	3/4" = 1'-0"
SHEET	2 OF 3



ANGLE DETAIL

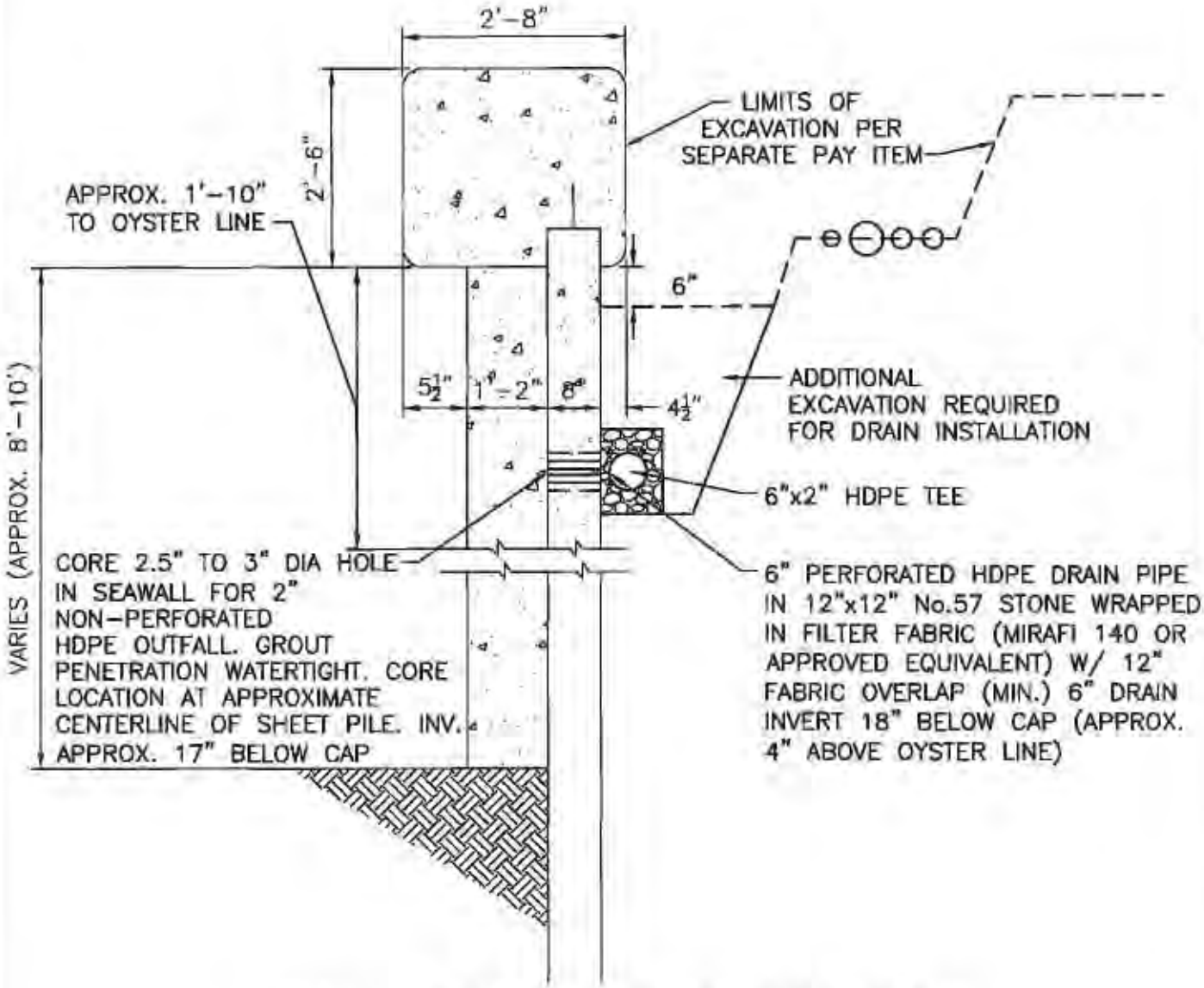
ALBERT A. GARGIULO, P.E.
CONSULTING ENGINEER FLORIDA LIC. # PE 32582

Bulkhead Pile/Sheet pile Joint Grout Injection Detail

LAKE PARK MARINA . 105 Lake Shore Drive . Lake Park, Florida

324 SUNSET RD. WEST PALM BEACH, FLORIDA 33401 - TEL. (561) 686.5554 - FAX. (561) 688.6456

DATE	7/05/2013
SCALE	6" = 1'-0"
SHEET	3 OF 3



WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL

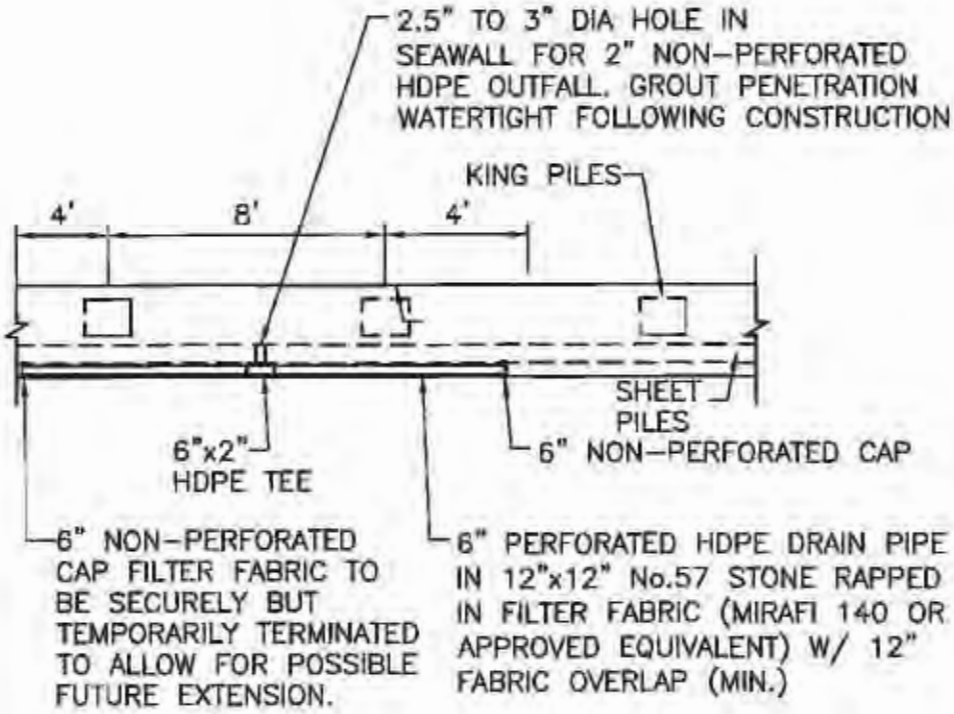
NOT TO SCALE

NOTE: THIS DETAIL IS INTENDED TO BE USED WHEN CHEMICAL GROUTING IS USED. BOTH LANDSIDE AND WATERSIDE GROUTING. SEE "CHEMICAL GROUTING DEMONSTRATION ALTERNATIVE DETAIL" AND "CONCRETE PILE AND SHEET PILE JOINT" DETAIL.

SIMMONS & WHITE

LAKE PARK MARINA
WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL

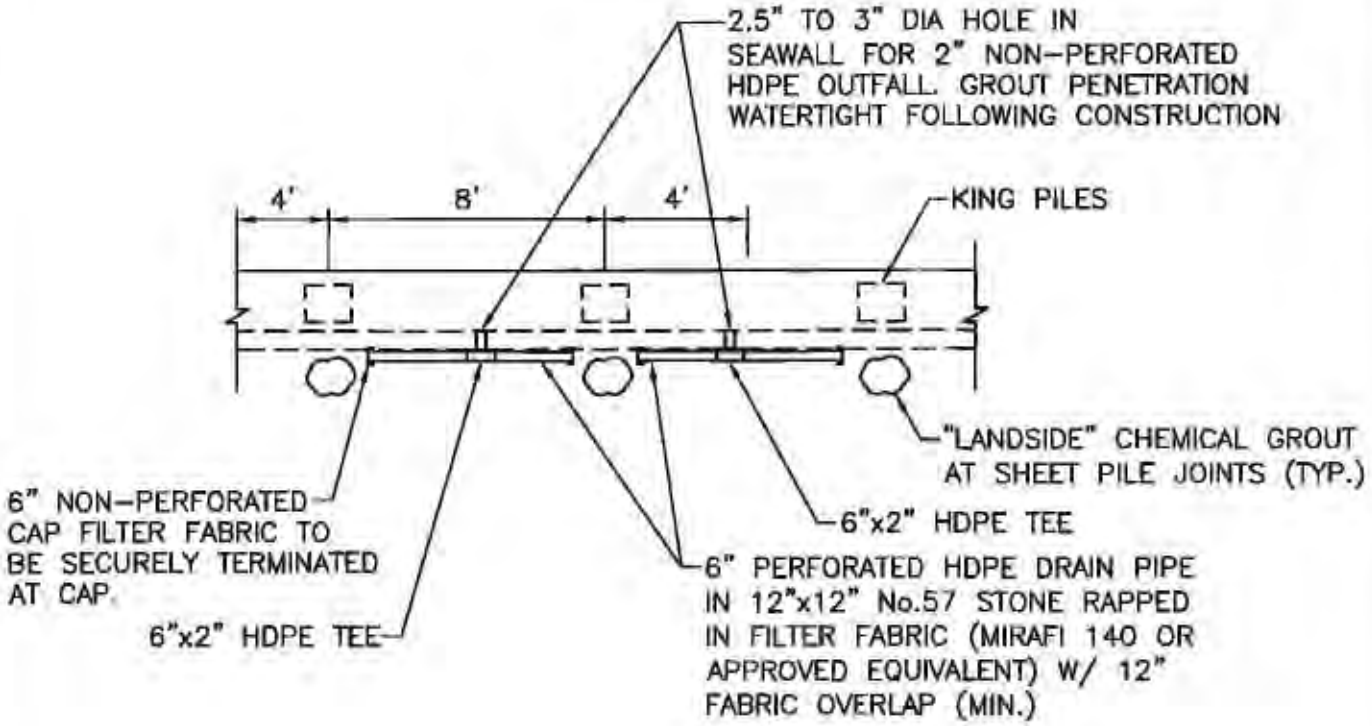
REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-02-13	11-1068	11-1068	1 OF 4



WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL AT "WATERSIDE" CHEMICAL GROUTING LOCATIONS

NOT TO SCALE

	SIMMONS & WHITE ENGINEERING • PLANNING • CONSULTING • SINCE 1952 Authorization No. 3452 3901 Carpenter Way • Suite 200 • West Palm Beach, Florida 33407 • (561) 478-7646					LAKE PARK MARINA WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL		
REVISIONS	DESIGN R.R.	DRAWN E.P.	CHECKED	APPROVED	DATE 07-02-13	JOB NO. 11-106B	DRAWING NO. 11-106B	SHEET 2 OF 4



WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL AT "LANDSIDE" CHEMICAL GROUTING LOCATIONS

NOT TO SCALE

	SIMMONS & WHITE ENGINEERING • PLANNING • SURVEYING • SINCE 1985 Authorization No. 3452 3001 Corporate Way • Suite 203 • West Palm Beach, Florida 33407 • (561) 478-7946					LAKE PARK MARINA WALL DRAIN DEMONSTRATION ALTERNATIVE DETAIL		
REVISIONS	DESIGN R.R.	DRAWN E.P.	CHECKED	APPROVED	DATE 07-02-13	JOB NO. 11-1068	DRAWING NO. 11-1068	SHEET 3 OF 4

WALL DRAIN DEMONSTRATION ALTERNATIVE NOTES:

1. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS TO PROVIDE A COMPLETED 6" PERFORATED WALL DRAIN AND 12" x 12" #57 STONE COMPLETELY AND SECURELY WRAPPED IN FILTER FABRIC WITH 6" x 2" HDPE TEES AND OUTFALL VIA CORED HOLES THROUGH THE APPROXIMATE CENTER OF THE 8" SEAWALL SHEETPILE.

2. EXCAVATION TO A DEPTH OF 6" BELOW THE SEAWALL CAP NOT INCLUDED IN THIS WORK ITEM AND TO BE PAID AS A SEPARATE WORK ITEM (SEE EXCAVATION DETAIL).

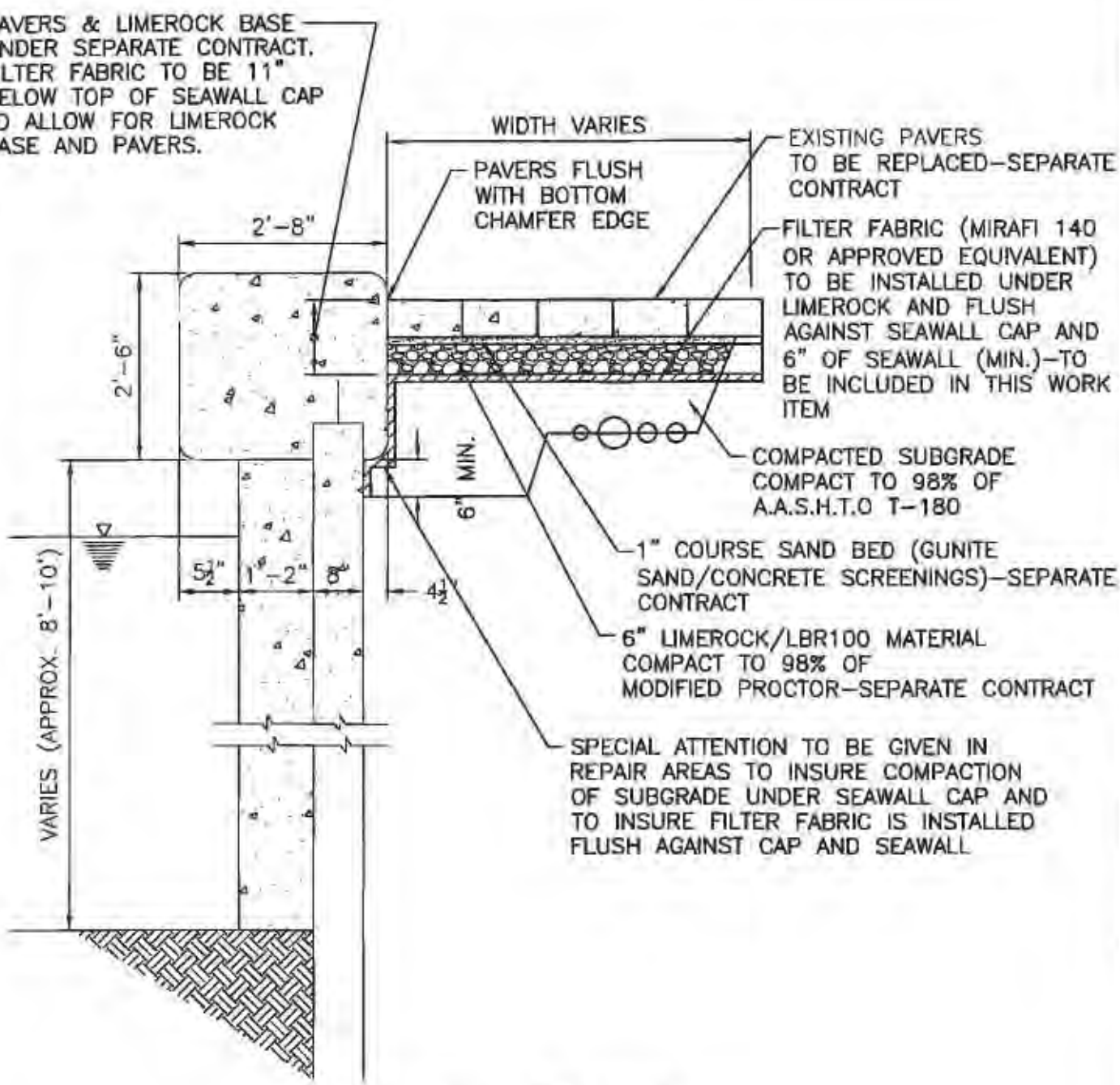
3. PERFORATED WALL DRAIN TO BE A UNIT COST WORK ITEM BASED ON PER LINEAR FOOT OF PIPE/TRENCH. THE EXACT LENGTH AND LOCATION OF WALL DRAIN INSTALLATION WILL VARY AND WILL BE DETERMINED BY THE TOWN.

4. NUMBER AND LOCATION OF 2" NON-PERFORATED OUTFALLS VIA CORED 2.5" TO 3" DIAMETER SEAWALL CORES WILL VARY AND WILL BE DETERMINED IN THE FIELD BY THE TOWN. PAY ITEM FOR SEAWALL CORES TO BE UNIT COST, BASED ON NUMBER OF CORES.

5. CONTRACTOR TO ENSURE THAT FILTER FABRIC IS SECURE AND WITH MINIMUM 12" FABRIC OVERLAP. ALL MATERIALS AND SPECIFICATIONS TO BE SUBMITTED TO TOWN FOR REVIEW AND APPROVAL (I.E., PERFORATED HDPE DRAIN PIPE, FILTER FABRIC, 6" x 2" HDPE TEES AND PROPOSED GROUT MATERIAL FOR SEALING SEAWALL PENETRATIONS).

6. 2" NON-PERFORATED HDPE OUTFALL TO PENETRATE MIRAFI. MIRAFI TO BE SECURELY WRAPPED TO 2" OUTFALL AT PENETRATION TO ENSURE A SILT PROOF SEAL.

7. 6" NON-PERFORATED CAP TO BE INSTALLED AT DEMONSTRATION TERMINOUS WITH FILTER FABRIC SECURELY FASTENED TO ENSURE A TEMPORARY SILT PROOF SEAL. SUFFICIENT FABRIC SHALL BE PROVIDED TO ENSURE ADEQUATE OVERLAP FOR FUTURE EXTENSION OF WALL DRAIN.



TRENCH BACKFILL

NOT TO SCALE

NOTE: PAVER BRICK AND LIMEROCK BASE AND SAND COURSE BY SEPARATE CONTRACT (SHOWN FOR INFORMATIONAL PURPOSES ONLY). FILTER FABRIC INCLUDED IN THIS CONTRACT.

SIMMONS & WHITE

LAKE PARK MARINA
TRENCH BACKFILL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07–02–13	11–1068	11–1069	1 OF 2

INTERLOCKING CONCRETE PAVER NOTES: ITEMS 1-10 BY SEPARATE CONTRACT

1. EXISTING PAVERS THAT WERE REMOVED DURING INITIAL EXCAVATION TO BE PROVIDED TO PAVER CONTRACTOR FOR REINSTALLATION. EXISTING PAVERS TO BE DELIVERED TO JOB SITE FROM THE PUBLIC WORKS STORAGE YARD BY THE TOWN OF LAKE PARK.

2. BACKFILL AND COMPACTION OF EXISTING EXCAVATION AREA TO BE PAID ON A UNIT COST BASIS, PER LINEAR FOOT OF SEAWALL (SEE EXCAVATION DETAIL).

3. PAY ITEM FOR FILTER FABRIC, LIMEROCK, CONCRETE SCREENINGS AND COMPLETE PAVER INSTALLATION TO BE PAID ON A UNIT COST BASIS PER S.F. (COMPLETE).

4. IT IS ANTICIPATED THAT ADDITIONAL PAVERS WILL BE REQUIRED TO FACILITATE REINSTALLATION AND CUTS ALONG SEAWALL CAP AND EDGE OF PAVERS. CONTRACTOR TO PROVIDE MATCHING PAVERS FOR ALL EXCESS PAVERS REQUIRED. PAY ITEM FOR NEW PAVERS PROVIDED TO BE AN ADDITIONAL UNIT COST, PER S.F. (PAVERS ONLY, NO LABOR OR INSTALLATION. ALL INSTALLATION COSTS BE INCLUDED IN PAVER INSTALLATION DETAIL IN PREVIOUS ITEM).

5. THE PAVERS TO BE PLACED ON A 1" LAYER OF COURSE SAND (GUNITE SAND/CONCRETE SCREENINGS). THIS SAND MUST CONFORM TO A.S.T.M. C 33; MASON SAND IS UNACCEPTABLE.

6. INSTALL PAVER UNITS WITH JOINTS APPROXIMATELY 1/16".

7. WHERE REQUIRED, CUT PAVING STONES WITH AN APRPOVED CUTTER TO FIT ACCURATELY, NEATLY AND WITHOUT DAMAGED EDGES.

8. STAMP PAVING STONES WITH MECHANICAL VIBRATOR UNIFORMLY LEVEL, TRUE TO GRADE AND FREE OF MOVEMENT.

9. 6" LIMEROCK/LBR 100 MATERIAL COMPACTED TO 98% OF THE MODIFIED PROCTOR TO BE INSTALLED ON FILTER FABRIC. TOWN OF LAKE PARK GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) TO PROVIDE DENSITY TESTS TO ENSURE PROPER COMPACTION. CONTRACTOR TO BE RESPONSIBLE FOR RE-COMPACTION AND GEOTECHNICAL ENGINEER FEES FOR RE-TESTING OF ANY FAILED AREAS.

BACKFILL NOTES:

1. BACKFILL OF ORIGNIAL EXCAVATION AREA TO BE COMPACTED TO 98% OF ASHTO T-180. MATERIAL TO BE CLEAN GRANULAR MATERIAL, FREE OF ALL ORGANICS, ROOTS, AND DEBRIS. SPECIAL ATTENTION TO BE GIVEN TO ENSURE COMPLETE COMPACTION OF BACKFILL UNDER THE SEAWALL CAP AND TO ENSURE FILTER FABRIC IS INSTALLED FLUSH AGAINST CAP AND SEAWALL.

2. FOLLOWING COMPACTION OF THE TRENCH BACKFILL (AND PRIOR TO PLACING LIMEROCK BASE FOR PAVER INSTALLATION) INSTALL FILTER FABRIC (MIRAFI 140 OR APPROVED EQUIVALENT) UNDER LIMEROCK AND FLUSH AGAINST SEAWALL CAP AND 6" OF SEAWALL (MINIMUM). FILTER FABRIC TO OVERLAP 12" AT EACH FABRIC JOINT TO ENSURE NO PENETRATION OF SEDIMENT.

3. ALL ROOTS FROM EXISTING TREES TO BE COMPLETELY REMOVED PRIOR TO BACKFILL.

SIMMONS & WHITE

LAKE PARK MARINA
INTERLOCKING CONCRETE PAVER NOTES

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-02-13	11-106B	11-106B	2 OF 2

APPENDIX H

Construction Observation Reports & Grouting Log

SIMMONS & WHITE
5601 Corporate Way, Suite 200
West Palm Beach, FL 33407
561.478.7848 | 561.478.3738
www.simmonsandwhite.com

CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/10/13
Contractor		Time	6:00 PM
Subcontractor		Weather	Clear
Contact			

DETAILS

Observation was made today of the paver removal and excavation behind the seawall cap to approximately 6" below the seawall cap. Additional plywood at the easterly end of the demonstration area had been removed to expose a total of 8 tie-backs (8 king piles) over approximately 60'. The southerly tie-back has been designated or identified as king pile/tie-back #25 progressing to the north to the northerly most king pile designation of king pile #32. Significant amount of debris/concrete is located at king pile #27 through king pile #29. The initial excavation appears as anticipated with the exception of the debris noted previously.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/10/13
Contractor		Time	10:30 AM
Subcontractor		Weather	Clear
Contact			

DETAILS

Present were Richard Pittman, Dave Hunt, David Tuck and the crew of Stable Soils. A field meeting was held today onsite to observe the probing by Ardeman & Associates. Representative of Ardeman & Associates had a 5' metal probe with "T" handle as well as a 10' rebar to probe the joints for apparent voids, loose material, or flowable fill/other debris. The following is a summary of the probing results based on the 8 king piles/tie-back locations starting with tie-back #25 south, progressing northerly to tie-back #32 to the north:

Tie-Back/King Pile #25: Located just to the south revealed resistance at approximately 57" from the top of the seawall cap just to the north of tie-back had significantly greater penetration to approximately 126". A second attempt to probe to the south revealed similar resistance at shallow depths and a second attempt to the north revealed full depth penetration. Based on the results of probing, this location was designated for landside chemical grouting.

Tie-Back/King Pile #26: Usual attempts to both the north and the south of the tie-back revealed resistance at approximately 57", however multiple penetrations and multiple probings revealed deeper penetrations. This location was designated for landside chemical grouting.

Tie-Back/King Pile #27: This location had significant debris, concrete and/or flowable fill at the king pile. Based on the existing debris that was not removable, this location was designated for a waterside grouting with aluminum angle injection.

Tie-Back/King Pile #28: Penetrations to the south were deeper than 115" to the south and approximately 78" to the north. This location was designated for landside chemical grouting.

Tie-Back/King Pile #29: This location has significant concrete rebel and debris at the king pile. Resistance was met as shallow as 48" during the probing. This location was designated for a waterside chemical grouting using the aluminum angle injection.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/10/13
Contractor		Time	10:30 AM
Subcontractor		Weather	Clear
Contact			

DETAILS

Tie-Back/King Pile #30: It should be noted that this location had a paver failure prior to removal of pavers and excavation of backfill. Upon high tide, water was visibly evident penetrating through the seawall into the excavation area. Probing revealed resistance at various shallow depths. This location is designated for waterside chemical grouting, however the aluminum angle injection method will not be used, rather the sheet piling will be drilled on each side of the king pile at approximately 2' intervals from the mudline up to under the pile cap and chemical grout will be injected behind the wall through the sheet pile.

Tie-Back/King Pile #31: Probing to the south revealed approximately 144" and 141" to the north. This location is designated for landside chemical grouting.

Tie-Back/King Pile #32: Probing to the south revealed debris and resistance at approximately 68" to the south with full penetration of 136" to 144" to the north. This location is designated for waterside chemical grouting utilizing aluminum angle injection.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/10/13
Contractor		Time	4:00 PM
Subcontractor		Weather	Clear
Contact			

DETAILS

Present - David Tuck, Dave Hunt, Richard Pittman and the Stable Soils crew. Site visit was made to chemically inject the landward side of tie-back/king pile #'s 25, 26, 28 and 31. The Stable Soils crew had divers in the water scraping the joints of pile #'s 27, 29 and 32 to allow for the placement of the aluminum angles. The crews were using the hydraulic scraping hammers to clean the joints and remove all barnicles, oysters and other growth to allow for a clean and uniform seal between the aluminum angle and the seawall king pile and sheet pile.

Insertion Log:

Joint #28 - Insertion of 12' injection rod progressed as expected to full depth 1' below top of seawall cap.

Joint #31 - Progressed as expected to 1' below seawall cap. It should be noted that the insertion resistance seemed low at the lower depths. Volume of material will be noted at lower depths to determine if apparent loose soils accept greater volume of material.

Joint #26 - Penetration appeared difficult at shallow levels, however, met little resistance at deeper levels similar to joint #31 at lower levels.

Joint #25 - Rod penetrated very quickly indicating loose soils.

All four (4) injection rods penetrated to full design depth as expected.

Summary of injection of Joint #25: The first joint was injected at approximately 0.75 gallons per foot in 6" increments of 0.38 gallons. The material was injected into the soil at full depth and when the flow meter read 0.38 gallons, the injection rod was removed approximately 6" and additional material was injected at the rate of 0.38 gallons and the process was repeated at 6" increments.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/10/13
Contractor		Time	4:00 PM
Subcontractor		Weather	Clear
Contact			

DETAILS

The prime flex material was noted coming through the existing king pile joint on both the north side and the south side of the king pile. When excessive material was noted coming through waterwood joint, the injection was halted for approximately 5-10 minutes to allow the material to seal prior to continuing injection.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/12/13
Contractor		Time	5:15 PM
Subcontractor		Weather	Clear
Contact			

DETAILS

Present was Stables Soils crew, Richard Pittman, and myself. Observation was made of the backfilling of the excavation area following the completion of the chemical grouting. The Stables Soils crew was placing material and hand tapping in thin well compacted lifts. Approximately 6" depth of asphalt milling base under the pavers will be removed westerly to within 1' of the concrete header curb. Misc. rocks and flowable fill and debris was being separated out and removed from the backfill material as specified in the Construction Details. Work appeared satisfactory and according to plan.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina Seawall Restoration Easterly Demonstration Area	Job No.	11-106B
Client	Town of Lake Park	Date	9/13/13
Contractor		Time	7:15 AM
Subcontractor		Weather	Clear
Contact			

DETAILS

Present was myself. Observation was made of the completed backfill. The trench was completely backfilled and appeared well compacted. The filter fabric was installed and layed back over the seawall cap and the work area appeared clean and well maintained. It appears the removal of additional paver base material (asphalt millings) to within 1' of the concrete header curb is to progress this morning. Construction appeared satisfactory.

By

CHEMICAL GROUT DEMONSTRATION PROJECT
LAKE PARK HARBOR MARINA

DATE: 09/10/2013

PILE #	DESIGN DEPTH *	DEPTH TO REFUSAL	TIME START	TIME FINISH	METER READING START	METER READING FINISH		COMMENTARY
25			5:10 p.m.	6:01 p.m.	0	6.16 GAL.		FOAM WAS OBSERVED TO SEEP THRU JOINT INTO WATERWAY
26			6:02 p.m.	6:42 p.m.	0	6.51 GAL.		FOAM WAS OBSERVED TO SEEP THRU JOINT INTO WATERWAY
28			6:43 p.m.	7:09 p.m.	0	5.36 GAL.		NO FOAM LEAKED INTO WATERWAY
31			7:10 p.m.	7:37 p.m.	0	5.09 GAL.		NO FOAM LEAKED INTO WATERWAY
						23.12 gal.		

* DESIGN DEPTH IS 1' BELOW MUDLINE ON WATER SIDE OF JOINT

APPENDIX I

Stable Soils of Florida Summary Report

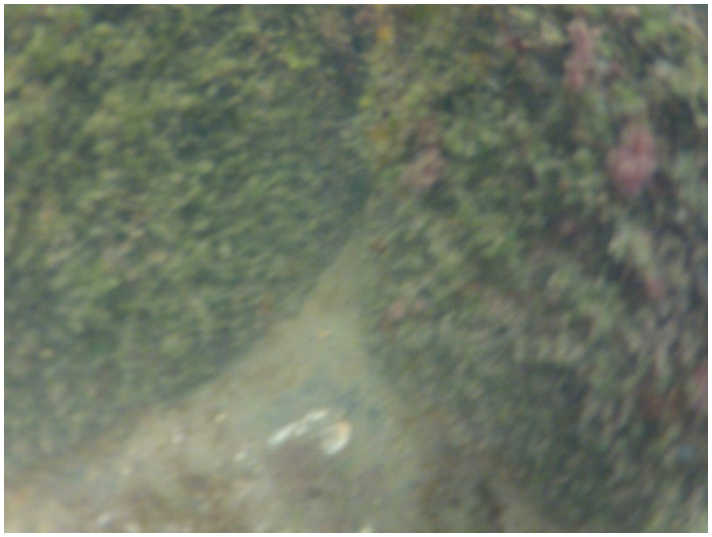
Results, Discussion and Future Recommendations for Lake Park Marina Sea wall

Written by David Tuck- Managing Partner, StableSoils of Florida

StableSoils was recently awarded a bid issued by the Town of Lake Park, Fl., titled "Seawall Joint Chemical Grout Sealing- Demonstration Project (Bid #103-13, dated July 17th, 2013. Awarded August 26th, 2013).

The intended purpose of this "demonstration" was to investigate and implement four different applications of utilizing chemical grout to repair the panel/pile joints of the seawall to determine the best method of injection and the results of the panel/pile seal.

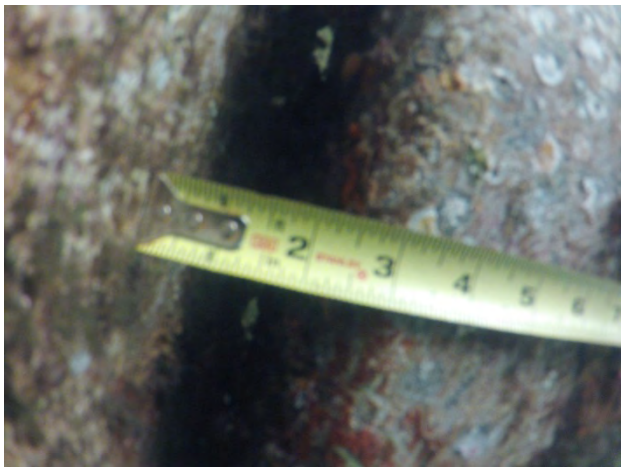
Lake Park Marina is a medium sized marina that has approximately 1700' of land-based seawall. For the purposes of our testing, we were given a 56' length of seawall (containing eight pile/panel joints) where moderate to severe undermining of the soils was occurring. Three separate pile/joint voids were identified within this area by evidence of settled paver bricks and hand probing from surface, directly adjacent to the pile/panel joint. We further investigated this 56' run by using underwater video/still photos to assist us in finding the three identified joints that showed evidence of soil loss at the mud line base of the piling.



After the initial inspections, each of these pile/panel joints was identified by number, starting at #25 which was the southernmost pile, ending with #32, being the northernmost. Piles were randomly selected to have the different methods of repair applied.

Pile #32 was demonstrated by the "angle form" injection method (Albert A. Gargiulo, P.E.). This procedure consisted of fabricating two aluminum angles, 6"x6" with a neoprene seal material on the outer 4" on each side. These angles were installed at a minimum of 1' below the mud line and clamped to the piling using 12" throat depth "Bessey bar clamps". All barnacles and oysters had to be removed with a pneumatic chipping hammer prior to installation to produce a clean, mountable surface.

Once we began removing the barnacles, we identified that the panels were not flush-mounted to the pilings…some joints had a panel-to-pile offset “gap” of up to 4”. This was also very evident once reviewing our video inspection, as well. This condition created challenges in mounting the angle. Another issue that became apparent was that of clamping just the outer edge of the 6” angle. Due to the flexibility and compression characteristics of the neoprene “seal” material, clamp pressure compressed the material to the pile but this clamp pressure resulted in the panel seal being drawn outward, thus greatly reducing or eliminating the sealing capability at the panel. We gave every attempt to adjust for these problems to no avail. Injection of the Prime Flex 900XLV produced large product refusals due to lack of seal as well as a very “spotty”, limited seal. Prime Flex 900XLV is not designed to perform in offsets/gaps as these. It must have something to cling to (oakum) to build seal.

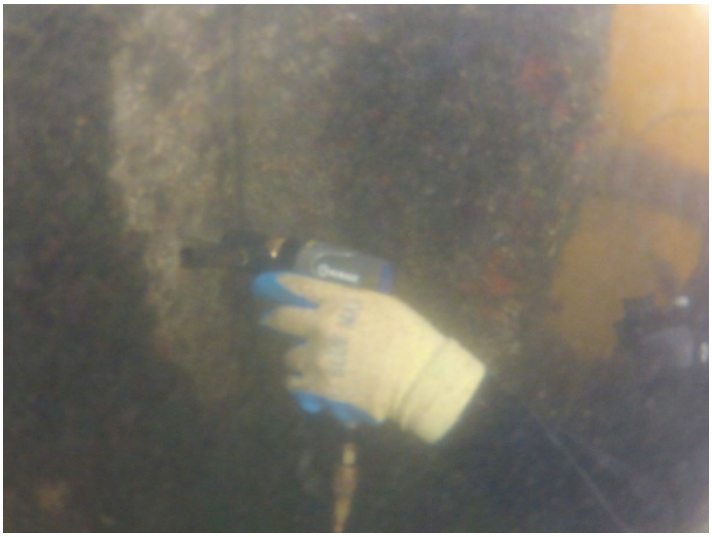


Another issue came to light during this procedure! Should this method be implemented, each of the pilings must be measured exactly to identify and catalog each pile depth. The angle method would then begin at the deepest pile and would need to be trimmed to fit the next “shorter” pile. Or, each pile would require its’ own, unique angle “set”.

The results of this test proved to be futile due to the panel/pile separations, the problems with clamping pressures and the additional labor required to have form setting and injections accomplished by divers.

One key issue for injecting in this manner is that the product is placed on the *positive pressure* side, therefore under constant pressure to fail. This method was my least preferred of the four methods chosen.

Pile #30 was demonstrated by drilling the panels directly adjacent to the pile and inserting “bang-in” injectors fitted with a zerk for pressure injection of Prime Flex #920. The depth to mud line of this pile was 85”. The panels were drilled in a staggered, alternated pattern spaced approximately 20” apart on the vertical. Once the panels were drilled and ported, the injections began at the deepest port and the product was “walked” up the entire joint. “Walking” the product involves pumping the lowest point first and visually monitoring the next port for product refusal. When refusal is witnessed, pumping ceases and the pump gun is installed at the refusing “upper” point and “walked” to the next until the entire joint is filled. This method was successful as it produced visual product refusal at several locations along the joint. Knowing that the product has reached an active leak, the pumping ceases for several minutes to allow the product to react and harden. After several minutes, pumping resumes to fill any voids that may be present.



The results of this test were satisfactory. The benefits of this procedure are the lack of need to excavate soils from the bulkhead area, and the lower volume of product needed to close the active leaks. The disadvantages are: additional labor due to the need for divers, and that of the product not properly penetrating the soils behind the panel joint. Please keep in mind that this product does produce a “foaming” action once initial reaction occurs but tends to “lay down” after a minute or two. It also ALWAYS travels to the point of least resistance, thus leading me to believe that this area will have more pockets of foam than treated soils. This foam is designed to fill small, “grapefruit” size voids but is not structural in nature when it free-rises. This free-rise foam produces 41 p.s.i. whereas soils treated with this product produce 1000+ p.s.i. It is my opinion that this procedure was successful. Should this method be adopted, I would consider changing the product to provide for better “end-result” pressures.

<u>Piles #27 and #29</u> were repaired using the traditional Oakum placement and injection of Prime Flex #920. This is accomplished by placing oil-free oakum (a loose, hemp filler) into the joint with the aid of a flat-bladed knife or chisel, packing the material as tightly as possible. When that step is completed, a short injection "needle," approximately 12-14" long is installed on the gun and the product is injected every 18" to 24" THROUGH and BEHIND the installed oakum. The product is "walked" up the joints on both sides, similar to the ported method. The oakum acts as a barrier seal for the product but can be visually monitored as it will allow product refusal.

Once the injections are completed, and after several minutes of cure time, the oakum *can* be removed but we like to leave it intact and not disturb the seal. In other words, the oakum acts as a "backer rod" to allow for more product pressure at the active leaks within the panel joints. This is a very common procedure for crack sealing and we have performed this task thousands of times! We have never tried this under water but the results appear to be the same…a good, tight seal!

The results of this test were satisfactory, similar to the drilled and ported test but my confidence is higher due to the oakum placement and its' ability to produce a slight back-pressure resistance for the product as it is pumped. No excavation required but use of divers is required.

<u>Piles #31, #28, #26, and #25</u> were repaired by utilizing the most common method of product injection directly behind and adjacent to the panel joints. These injections were made through a ½" o.d. steel rod fitted with an expendable, machined aluminum drive point. Located on the pump-end of the rods are spring-loaded "button-head," quick release fittings that seal and retain product pressures after injection. At the injection gun, we mounted a Graco #SDI-15, in-line flow meter.

Based on the supplied specifications (Rob Rennenbaum, Simons and White Engineering), excavation of the soils to a depth of 4" below the bottom of the bulkhead produced a total depth of approximately 34" below normal grade. Inserting 11' of a 12' injection rod produced injection tip depths of 13.83' over these panels that were measured from the water side to be 85" to 100" from top of panel to the mud line.

Due to the excavation, the panel joints were easily, visually identified. Because the panels were offset to the bulkhead by several inches, our injection rods were inserted at a slight angle DIRECTLY at the joint and driven to depth. My confidence is very high that these points slid very tightly against the joint all the way down. Once driven, the rods are attached to the injection gun, retracted slightly to remove the

expendable tip and pumping begins. Specifications called for .75 gallon of Prime Flex #920 per vertical foot. Utilizing the in-line metering, we pulled the rods at 6” intervals utilizing .380 gallons of product. This method absolutely insures that there is a highly consistent, uniform “bead” of treated, waterproof, bonded soil located directly at the panel joint. Product was witnessed in several locations refusing out from the active leaks…perfect seal! And, due to the back pressure produced by the soil density, any voids present would have formed perfect foam fill.

This pumping continued upward until mass refusal was witnessed at the surface. It was noted that several of those witnessing this testing were timing each 6” vertical “pull” in an effort to determine soil density or the presence of voids. This is not an accurate measurement due to the injection valve located on the gun that is operator manipulated. The valve was opened and closed (refusal) several times during pumping/extraction by the operator. Without a proper, fixed-handle position stop, flow will vary. Although the pump settings were 1000 p.s.i., the gun lever position wholly dictates product flow!

Based on our past history, as well as industry standards in regards to chemical sea wall injection repair, this method is the most prescribed and utilized method. My confidence is VERY HIGH that this is the correct method of repair!

The results of this testing were highly successful. Product flow was most uniform, no real need to excavate (other than installing drains), no need for divers or equipment on the water-side.

Drain Installation At each panel, drain structures were installed to alleviate the hydraulic pressures that develop during low tide/rain events.

Each location (with exception of one) received a 6” schedule 40, drilled and vented PVC drain structure, wrapped in #57 stone and filter cloth that was reduced down to 1-3/4”. Each panel was core-drilled from the landward side at a slight downward angle to release this land-born water into the canal during low tide.

Because this was a “best method, best practice” exercise, and after discussion with all involved, one section of drain was installed with Smart Drain ™. This drain system installs much easier without the need for rock beds or rock enclosures and will NOT clog.

CONCLUSION- The procedures listed above reflect my personal preference of repair, listed in order from least to best preferred!

The biggest concern during injection is that we MUST ensure proper placement of product. The closer that we can inject to an active leak, the better off we are! And it's the most economical way to repair! Think of it this way – if I undoubtedly know exactly where an active leak exists, we can target that leak with great precision and seal with very little product dispensed. If we have a general idea where a leak is located, of course we can seal but the product needed will be greater.

The next concern is that of repairing from the *negative* pressure side of the leak! When injecting on the negative side, the ambient pressures will actually carry the product to the leak and build a head pressure to maintain the seal. It's like the little boy that stuck his finger in the dike! Had he stuck his finger in the other side of the dike, he would most likely drown as the pressure would hold his finger and the water level would rise to his demise!

Water creates some very great pressures that are extremely powerful, especially when the orifice of the leak is small. Pressures lessen as the orifice becomes larger. This is what's happening at Lake Park Marina!

MY SUGGESTIONS- We have repaired many seawalls and I always draw the near same conclusions. Lake Park is a beautiful marina with a wonderful staff. It is observed to be having issues (just like every other marina in the world) that are fairly simple to correct! If it was totally up to me, the first item on the list would be to do a TOTAL video inspection of each pile/panel to identify any issues that are not visually or structurally apparent from land-side visual inspection. This process would seem to be easily completed at a very reasonable cost. This data, as well as the GPR results already obtained and the visual indications occurring at the surface should be compared to compile a list of the joints in distress. Then repair the number of joints listed. There is absolutely nothing wrong with spot-repairing those joints in need and then maintaining an annual maintenance budget for future distresses. It just doesn't make good sense to repair a joint that isn't leaking. Why fix it if it isn't broke!

Spot repairing tends to exaggerate non-repaired areas, but only slightly!

To further illustrate…we spot repaired two different seawalls for the City of Ormond Beach (attention Shawn Finley) in September, 2011, to their specifications (spec's were authored with the help of Scott Kelly, Prime Resins) with great results. I was notified several months ago that their budget had room for further repairs, so I volunteered to visit the sites to probe and inspect any new issues. With the exception of two (very minute) hairline cracks, the walls were holding up just fine! I suggested that they allot a $5,000 to $10,000 per annum maintenance fund! If they need repair, the money is there…if not, spend it somewhere else!

Seems like this approach could be utilized with similar results in Lake Park!

Just food for thought!

APPENDIX J

Additional Photographs

Aluminum angle with injection ports for waterside grouting

Aluminum angles with injection ports for waterside grouting

Hand backfill with filter fabric under seawall cap

Final compaction/restoration with filter fabric installed

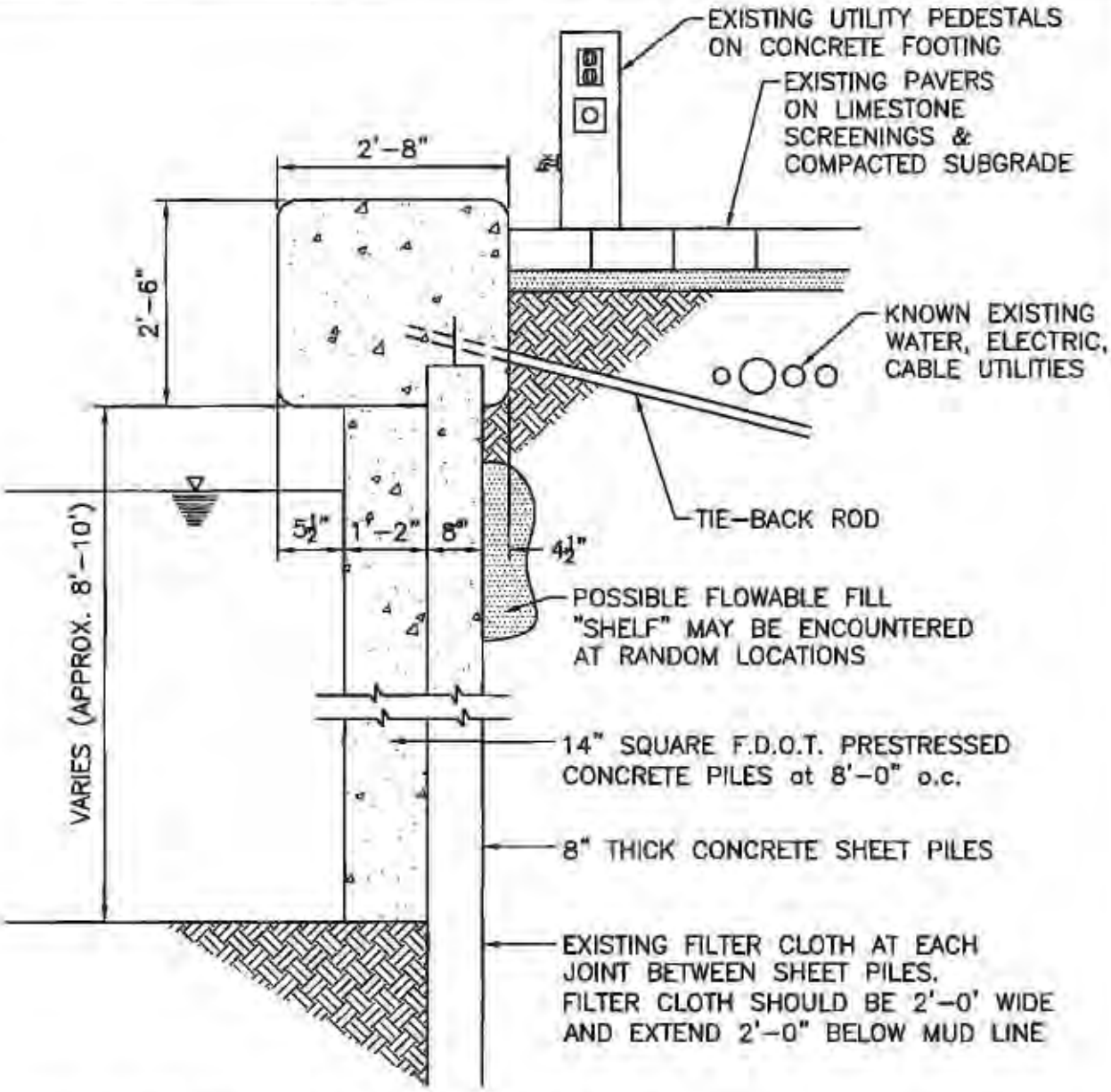
Injection of landside chemical grout

Injection of landside chemical grout

Installation of OAKUM for waterside grouting

APPENDIX K

Westerly Demonstration Design Details



NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS. INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS

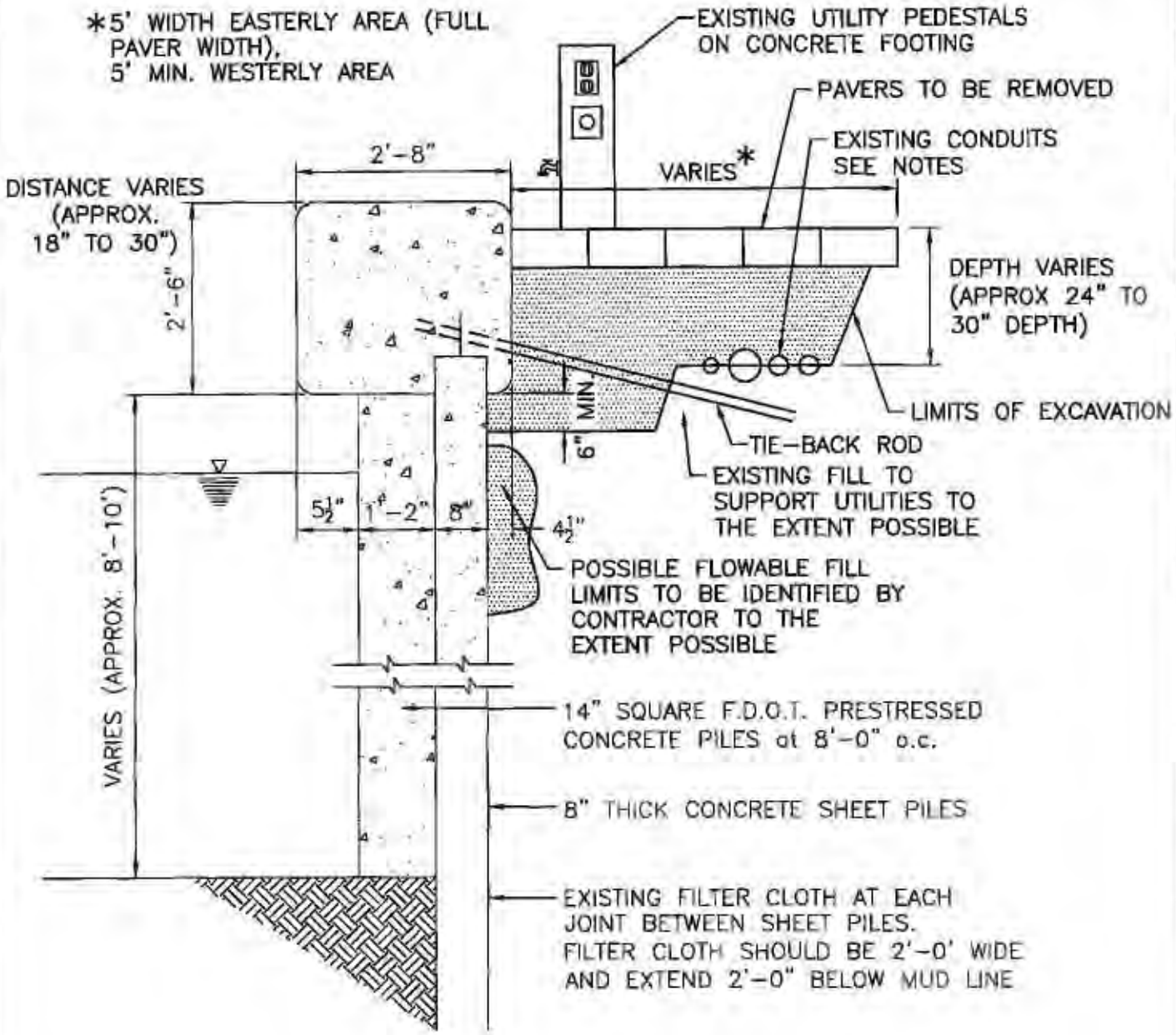
EXISTING CONDITION DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
EXISTING CONDITION DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-01-13	11-1068	11-1068	1 OF 1



EXCAVATION DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
EXCAVATION DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-01-13	11-1068	11-1068	1 OF 2

EXCAVATION DETAIL NOTES

1. WESTERLY DEMONSTRATION AREA APPROXIMATELY 106' LONG WITH 13 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 10'.

2. EASTERLY DEMONSTRATION AREA APPROXIMATELY 56' LONG WITH 8 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 5'.

3. CONTRACTOR TO REMOVE LIMITED WIDTH OF PAVERS AS NEEDED FOR EXCAVATION DEPTH (FULL 5' WIDTH ON EAST DEMONSTRATION AREA, 5' MIN. ON WEST DEMONSTRATION AREA) AND STACK NEATLY ON TOWN SUPPLIED PALLETS. TOWN TO REMOVE AND STORE PAVERS OFFSITE. PAVER REMOVAL TO BE UNIT COST, PER S.F.

4. CONTRACTOR TO EXCAVATE EXISTING SEAWALL BACKFILL TO A MINIMUM DEPTH OF 6" BELOW SEAWALL CAP (APPROXIMATE TOTAL DEPTH OF 36") TO EDGE OF EXISTING CONDUITS WITH TOTAL TRENCH WIDTH TO CONTINUE TO FAR EDGE OF EXISTING UTILITY CONDUITS (36" MIN). SUPPORT AND PROTECTION OF EXISTING CONDUITS IS RESPONSIBILITY OF CONTRACTOR. EXCAVATED BACKFILL MATERIAL TO REMAIN ADJACENT TO TRENCH. EXCAVATION TO BE UNIT COST, PER L.F. OF SEAWALL.

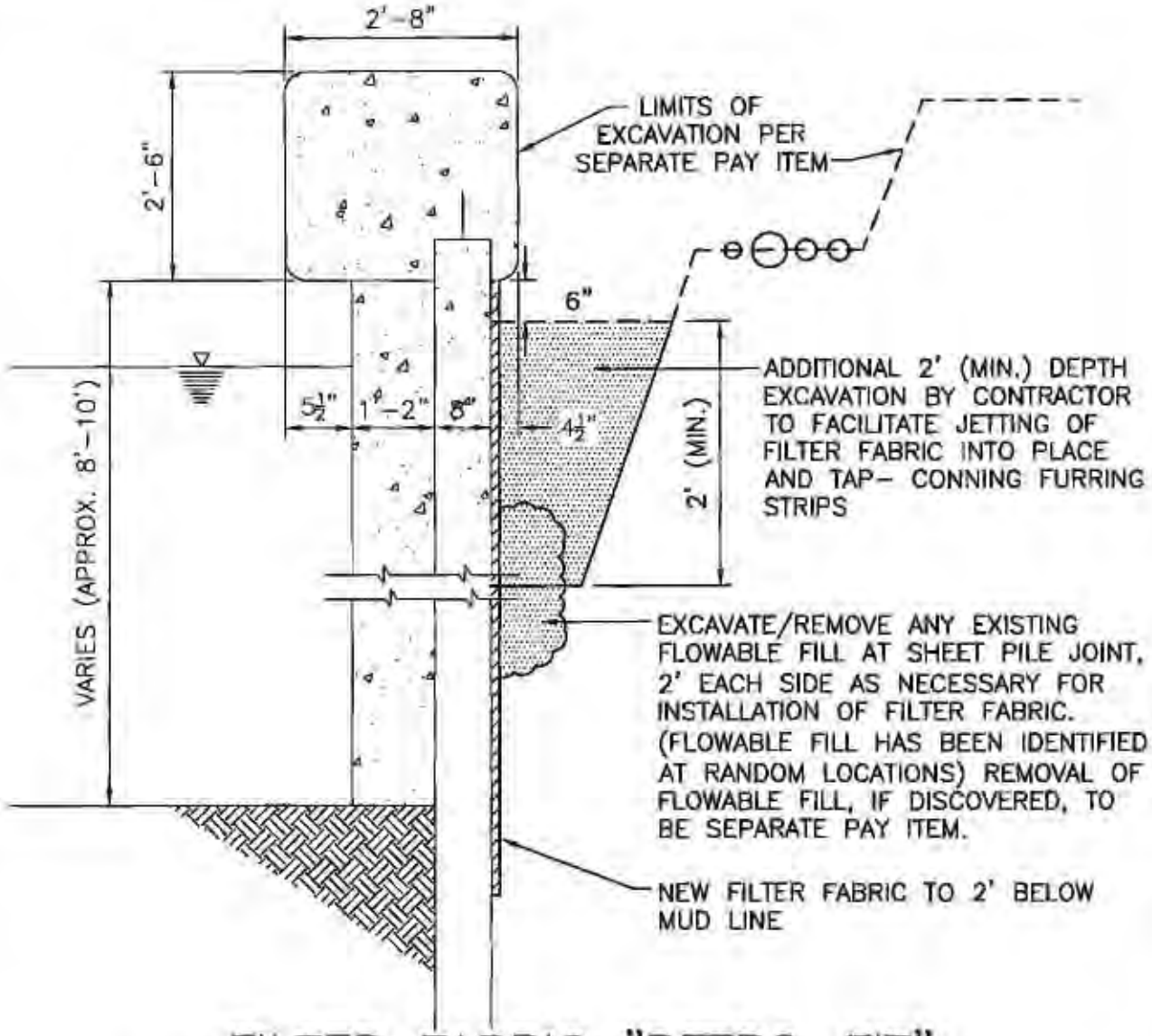
5. IF FLOWABLE FILL IS LOCATED, CONTRACTOR TO IDENTIFY TO THE EXTENT POSSIBLE THE LIMITS OF THE FLOWABLE FILL.

6. CONTRACTOR TO NOTIFY TOWN UPON COMPLETION OF EXCAVATION. TOWN GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) AND REPRESENTATIVE OF CONTRACTOR TO PROBE EXCAVATION TO DETERMINE/IDENTIFY VOIDS, DECOMPACTED SOILS, AND LOCATION/LIMITS OF EXISTING FLOWABLE FILL. OBSERVATION OF PROBING TO BE UNIT COST, PER HOUR ONSITE (EXCLUDES TRAVEL TIME).

SIMMONS & WHITE

LAKE PARK MARINA
EXCAVATION DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-01-13	11-106B	11-106B	2 OF 2



FILTER FABRIC "RETRO-FIT" DEMONSTRATION ALTERNATIVE DETAIL

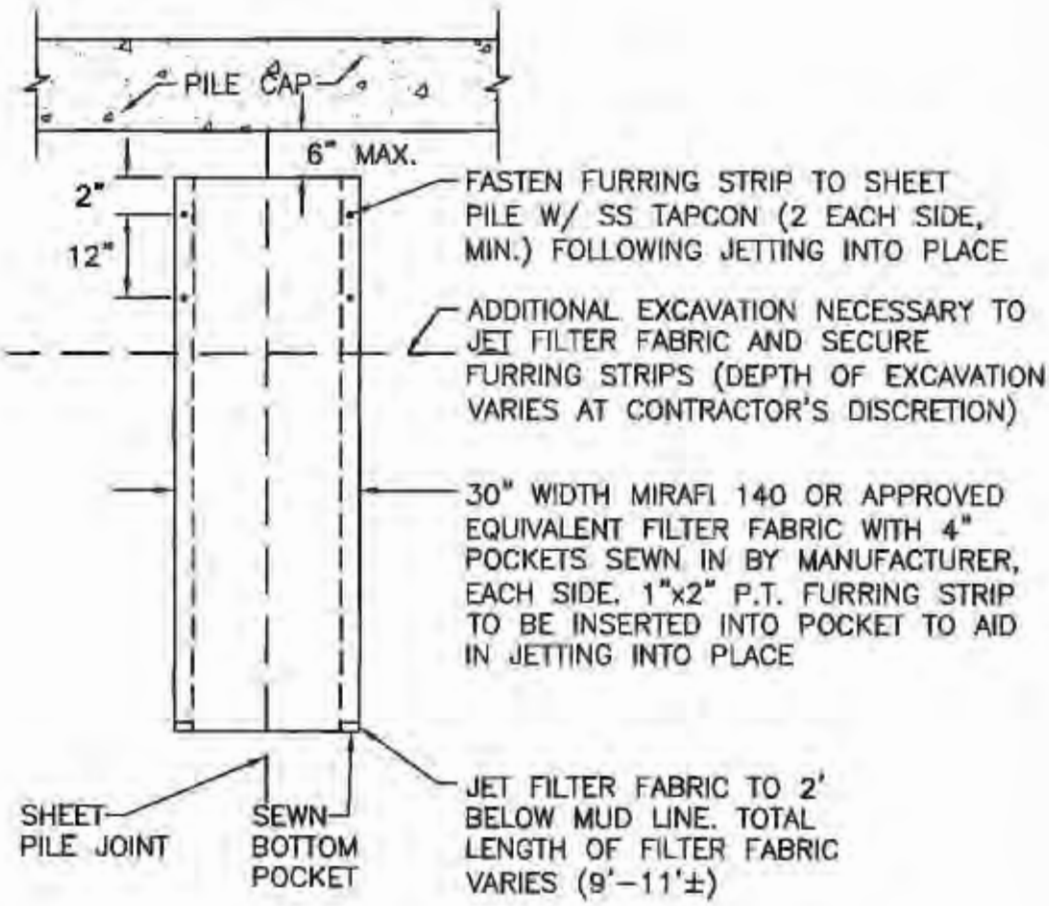
NOT TO SCALE

NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS, INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS, IF EXISTING FILTER FABRIC IS FOUND, NOTIFY ENGINEER FOR POSSIBLE REMEDIATION BY PULLING CLOTH BACK TO TOP OF SHEET PILE, FASTENING IN PLACE WITH P.T. FURRING AND S.S. TAPCONS.

SIMMONS & WHITE

LAKE PARK MARINA
FILTER FABRIC "RETRO-FIT"
DEMONSTRATION ALTERNATIVE DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-02-13	11-106B	11-106B	1 OF 3



FILTER FABRIC "RETRO–FIT" DEMONSTRATION ALTERNATIVE DETAIL

NOT TO SCALE

SIMMONS & WHITE

LAKE PARK MARINA
FILTER FABRIC "RETRO–FIT" DEMONSTRATION ALTERNATIVE DETAIL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07–02–13	11–108B	11–108B	2 OF 3

FILTER FABRIC "RETRO-FIT" DEMONSTRATION ALTERNATIVE NOTES:

1. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS TO INSTALL 30" WIDTH OF MIRAFI 140 OR APPROVED EQUIVALENT FILTER FABRIC AT SELECTED SHEET PILE JOINTS. FILTER FABRIC TO BE PRE-SEWN BY MANUFACTURER TO CREATE 4" POCKETS SEWN ON EACH SIDE WITH SOLID BOTTOMS TO ACCEPT A 1" x 2" PRESSURE TREATED FURRING STRIP. FURRING STRIP TO BE INSERTED INTO POCKET (EACH SIDE) TO AID IN THE JETTING OF FILTER FABRIC INTO PLACE ON SHEET PILE SEAM TO 2' BELOW MUDLINE.

2. FOLLOWING INSTALLATION, FURRING STRIP TO BE FASTENED TO SHEET PILE WITH STAINLESS STEEL TAPCONS (2 EACH SIDE MINIMUM).

3. EXCAVATION BEHIND PILE CAP TO A DEPTH OF 36" IS A SEPARATE PAY ITEM. CONTRACTOR MAY HAND EXCAVATE ADDITIONAL MATERIAL AS NECESSARY TO FACILITATE JETTING OF FILTER FABRIC INTO PLACE AND SECURING WITH TAPCONS. IF CONTRACTOR CHOOSES TO EXCAVATE ADDITIONAL MATERIAL, EXCAVATION MAY BE IN THE "WET", HOWEVER, BACKFILL MUST BE PERFORMED WHILE TRENCH IS SUITABLY DRY TO ALLOW FOR COMPACTION OF BACKFILL (I.E., AT LOW TIDE). CONTRACTOR TO REPLACE AND COMPACT ANY ADDITIONAL EXCAVATION AREA NECESSARY TO FACILITATE THE FILTER FABRIC INSTALLATION TO A DENSITY OF 98% OF ASHTO T-180. TOWN GEOTECHNICAL ENGINEER TO CONFIRM DENSITIES ARE OBTAINED (ARDAMAN & ASSOCIATES) AT TOWN'S EXPENSE. (RE-TESTING OF FAILED TESTS AT CONTRACTOR'S EXPENSE.)

4. IF CONTRACTOR PROPOSES TO EXCAVATE MATERIAL BELOW THE LOW TIDE LINE, BACKFILL BELOW THE TIDE LINE (IN THE WET) SHALL CONSIST OF 57 STONE WRAPPED IN MIRAFI 140 FILTER FABRIC OR APPROVED EQUIVALENT TO 12" ABOVE THE WET TIDE LINE.

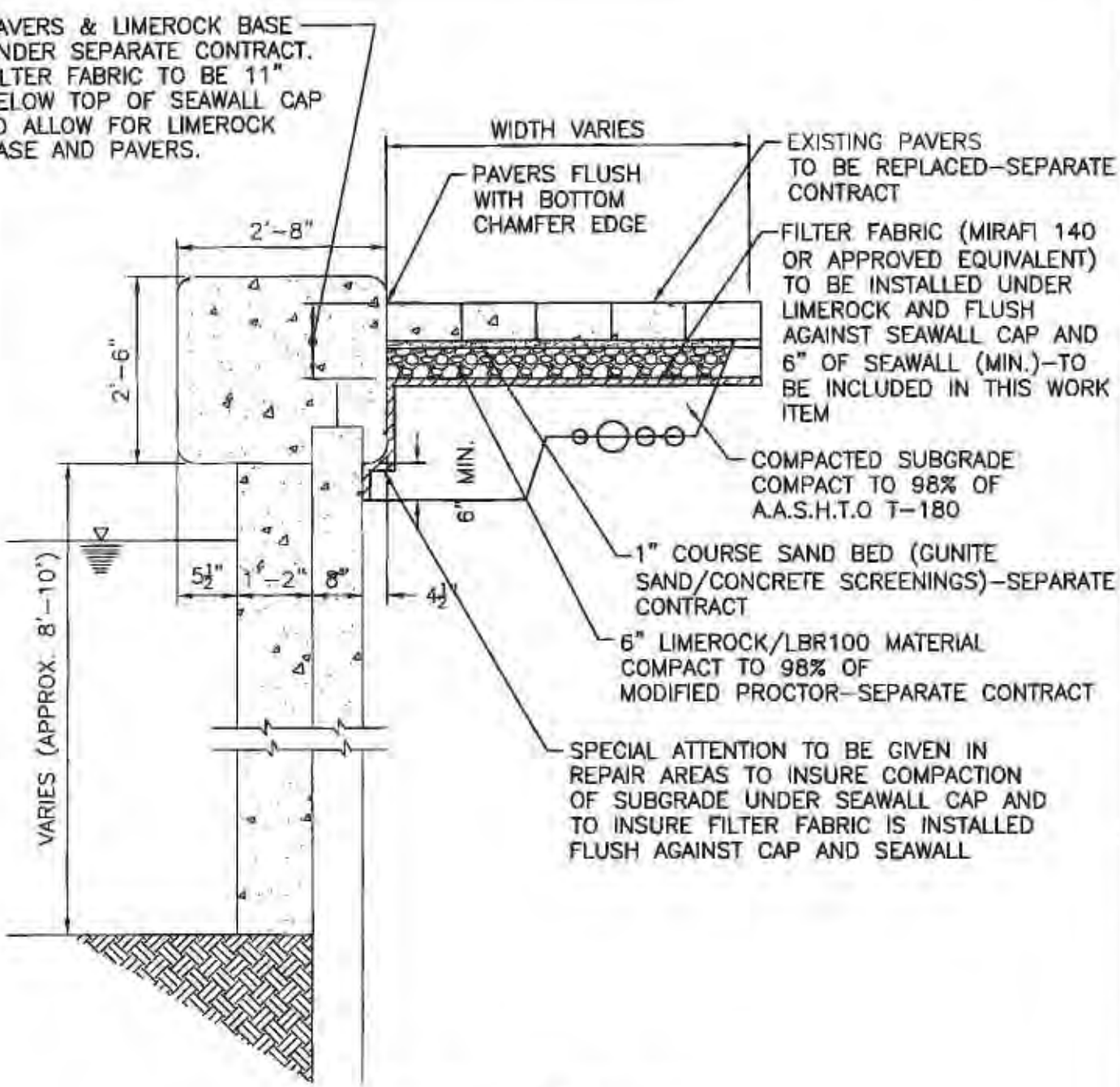
5. CONTRACTOR TO BACKFILL AND RE-COMPACT ALL MATERIAL IN AFFECTED AREA TO 36" BELOW TOP OF SEAWALL CAP (ORIGINAL EXCAVATION AREA), AND LEAVE WORK AREA CLEAN, SMOOTH AND NEATLY GRADED. WORK SHALL NOT BE CONSIDERED COMPLETE UNTIL DENSITY TEST RESULTS REVEAL SPECIFIED BACKFILL COMPACTION IS OBTAINED.

6. FILTER FABRIC INSTALLATION TO BE A UNIT COST PAY ITEM BASED ON PER JOINT INSTALLED (PER SHEET PILE JOINT). ALL EXCAVATION, BACKFILL, TAPCONS, ETC. INCIDENTAL TO ITEM.

SIMMONS & WHITE

LAKE PARK MARINA
FILTER FABRIC "RETRO-FIT"
DEMONSTRATION ALTERNATIVE NOTES

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET OF
	R.R.	E.P.			07-02-13	11-1068	11-1068	3 3



TRENCH BACKFILL

NOT TO SCALE

NOTE: PAVER BRICK AND LIMEROCK BASE AND SAND COURSE BY SEPARATE CONTRACT (SHOWN FOR INFORMATIONAL PURPOSES ONLY). FILTER FABRIC INCLUDED IN THIS CONTRACT.

SIMMONS & WHITE

LAKE PARK MARINA
TRENCH BACKFILL

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-02-13	11-106B	11-106B	1 OF 2

INTERLOCKING CONCRETE PAVER NOTES:

ITEMS 1-10 BY SEPARATE CONTRACT

1. EXISTING PAVERS THAT WERE REMOVED DURING INITIAL EXCAVATION TO BE PROVIDED TO PAVER CONTRACTOR FOR REINSTALLATION. EXISTING PAVERS TO BE DELIVERED TO JOB SITE FROM THE PUBLIC WORKS STORAGE YARD BY THE TOWN OF LAKE PARK.

2. BACKFILL AND COMPACTION OF EXISTING EXCAVATION AREA TO BE PAID ON A UNIT COST BASIS, PER LINEAR FOOT OF SEAWALL (SEE EXCAVATION DETAIL).

3. PAY ITEM FOR FILTER FABRIC, LIMEROCK, CONCRETE SCREENINGS AND COMPLETE PAVER INSTALLATION TO BE PAID ON A UNIT COST BASIS PER S.F. (COMPLETE).

4. IT IS ANTICIPATED THAT ADDITIONAL PAVERS WILL BE REQUIRED TO FACILITATE REINSTALLATION AND CUTS ALONG SEAWALL CAP AND EDGE OF PAVERS. CONTRACTOR TO PROVIDE MATCHING PAVERS FOR ALL EXCESS PAVERS REQUIRED. PAY ITEM FOR NEW PAVERS PROVIDED TO BE AN ADDITIONAL UNIT COST, PER S.F. (PAVERS ONLY, NO LABOR OR INSTALLATION. ALL INSTALLATION COSTS BE INCLUDED IN PAVER INSTALLATION DETAIL IN PREVIOUS ITEM).

5. THE PAVERS TO BE PLACED ON A 1" LAYER OF COURSE SAND (GUNITE SAND/CONCRETE SCREENINGS). THIS SAND MUST CONFORM TO A.S.T.M. C 33; MASON SAND IS UNACCEPTABLE.

6. INSTALL PAVER UNITS WITH JOINTS APPROXIMATELY 1/16".

7. WHERE REQUIRED, CUT PAVING STONES WITH AN APRPOVED CUTTER TO FIT ACCURATELY, NEATLY AND WITHOUT DAMAGED EDGES.

8. STAMP PAVING STONES WITH MECHANICAL VIBRATOR UNIFORMLY LEVEL, TRUE TO GRADE AND FREE OF MOVEMENT.

9. 6" LIMEROCK/LBR 100 MATERIAL COMPACTED TO 98% OF THE MODIFIED PROCTOR TO BE INSTALLED ON FILTER FABRIC. TOWN OF LAKE PARK GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) TO PROVIDE DENSITY TESTS TO ENSURE PROPER COMPACTION. CONTRACTOR TO BE RESPONSIBLE FOR RE-COMPACTION AND GEOTECHNICAL ENGINEER FEES FOR RE-TESTING OF ANY FAILED AREAS.

BACKFILL NOTES:

1. BACKFILL OF ORIGNIAL EXCAVATION AREA TO BE COMPACTED TO 98% OF ASHTO T-180. MATERIAL TO BE CLEAN GRANULAR MATERIAL, FREE OF ALL ORGANICS, ROOTS, AND DEBRIS. SPECIAL ATTENTION TO BE GIVEN TO ENSURE COMPLETE COMPACTION OF BACKFILL UNDER THE SEAWALL CAP AND TO ENSURE FILTER FABRIC IS INSTALLED FLUSH AGAINST CAP AND SEAWALL.

2. FOLLOWING COMPACTION OF THE TRENCH BACKFILL (AND PRIOR TO PLACING LIMEROCK BASE FOR PAVER INSTALLATION) INSTALL FILTER FABRIC (MIRAFI 140 OR APPROVED EQUIVALENT) UNDER LIMEROCK AND FLUSH AGAINST SEAWALL CAP AND 6" OF SEAWALL (MINIMUM). FILTER FABRIC TO OVERLAP 12" AT EACH FABRIC JOINT TO ENSURE NO PENETRATION OF SEDIMENT.

3. ALL ROOTS FROM EXISTING TREES TO BE COMPLETELY REMOVED PRIOR TO BACKFILL.

SIMMONS & WHITE

LAKE PARK MARINA
INTERLOCKING CONCRETE PAVER NOTES

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET
	R.R.	E.P.			07-02-13	11-106B	11-106B	2 OF 2

APPENDIX L

Construction Observation Reports

SIMMONS & WHITE
5601 Corporate Way, Suite 200
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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	09/19/2013
Contractor		Time	2:45PM
Subcontractor		Weather	
Contact			

DETAILS

Richard Pittman, myself, Dennis Cleary and crew of Palmwood Construction present. Observation was made of the filter fabric demonstration installation today. Palmwood Construction crew was underway jetting in a filter fabric panel. The filter fabric panel was created by nailing filter fabric to furring strips with the total width approximately 36", and the total length approximately boards of 10' with a total fabric length of 12'. The crew was working on Joint #19 and appeared to have difficulty jetting in the panel. However, after continued attempts of 3 workmen maneuvering the filter fabric panel while 1 workman jetted in with a pressure hose, substantial progress was made. The technique consisted of using water pressure jet to "jet in" the filter fabric panel at the joint in order to preent soil from migrating through the joint.

Two gasoline sump pumps were in operation with one pump powering a single 10' jethead and the second pump powering a single jethead and a triple jethead concurrently. All four jets were utilized simultaneously in order attempt the jetting in of the filter fabric panel. The workmen combined efforts with jetting and hand maneuvering the filter fabric panel in an attempt to jet the panel into place.

Observation was made of Joint #19 from the panel starting approximately 8' above the seawall cap to approximately 1' above the seawall cap where resistance was encountered. The workmen continued to maneuver the panel and the four jetheads in an attempt to further jet in the panel.

Several areas along the area that has been excavated had substantial flowable fill at the king pile joints. Joint #14 has a large area of flowable fill that Palmwood Construction will excavate. It should be noted that stable soils technique of injecting chemical grout landward could not be performed where flowable fill was at the joint without first removing the flowable fill.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	09/19/2013
Contractor		Time	2:45PM
Subcontractor		Weather	
Contact			

DETAILS

Joint #16 had some existing torn filter fabirc within approximately 1' of the bottom of the seawall cap. The joint was hand excavated down to approximately 36" below the seawall cap and found to be installed intact and proper up against the seawall protecting the joint. The additional filter fabric at the top of the joint was available to tuck under the seawall cap.

A decision was made due to the refusal of the panel to allow the contractor to install the panel as deep as possible (8' minimum) and any excess panel above the seawall cap could be cut off and measured, and documented as to the depth of the filter fabric panel installation (for example, all panels are 10' long and if approximately 12" of the panel is cut off to get to the bottom of the seawall cap, there will be approximately 9' of panel installed).

Joint #15 was prepared for jetting while we were observing. There is some concern that following the jetting of the filter fabric panel that it be tight up against the seawall joint and that it be centered on the joint. The panel must penetrate to below the tie-back rock in order for it to be shifted and centered onto the joint. The panel must them be jetted further to ensure that it is tight up against the seawall. Joint #15 met refusal and the contractor cut off the top 18" of the panel in order to be able to get the panel under the seawall cap.

I departed the job site at 4:45pm. Neither of the attempted panels were sucessfully installed upon my departure. Mr. Pittman supervised on progress made.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/20/2013
Contractor		Time	4:30 PM
Subcontractor		Weather	
Contact			

DETAILS

In attendance, Richard Pittman, David Hunt, myself, Mayor Dubois, Dennis Cleary and the Palmwood Construction Crew. Palmwood Construction fabricated substantially larger jets and brought two larger pumps to the job site. Starting with Joint #11, they jetted in a full 10' panel with much better success and efficiency than previous attempts. The jetting equipment consisted of a manifold triple jet put in place while the panel was maneuvered down into the trench. A second single jet was utilized and repositioned frequently along the panel edge for a total of 4 jets during the process. The panel appeared to meet some resistance prior to smoothly flowing into place with a workman pushing the panel up under the seawall cap and against the seawall. Joint #11 appeared to be installed per plan. The Contractor then used the backhoe to place fill material into the open trench and a workman pushed dirt with his feet up against the filter fabric panel to hold it in place.

Contractor began excavating around Joint #16 in order to provide a clear work area for installing and jetting in the filter fabric panel. Substantial concrete debris (a cut-off piling) is located in the ditch directly in front of Joint #16. Dennis Cleary on backhoe made an attempt to remove the pile cap in order to provide additional area to jet in the panel. The piling cut-off piece was chained to the backhoe bucket and was successfully removed from the ditch. The Contractor continued to excavate down in front of the joint in order to prepare for the jetting of the panel. It took approximately 10 minutes to jet the panel into place and against the seawall sheetpile under the seawall cap. Joint installation was successful and construction halted at approximately 5:45pm.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/23/13
Contractor		Time	4:30 PM
Subcontractor		Weather	
Contact			

DETAILS

Dennis Cleary & crew of Palmwood Construction, Richard Pittman, myself present. Crew was working on removing debris from Joint #21. One of the conduits was broken and requires repair. Also, the water line to the pedestal had been damaged and will require repair. An additional pile cutoff was removed from the excavation of Joint #21 as well. The Contractor will try to prepare Joints 9, 13, 20 & 21 for installation of filter fabric panels in the morning.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/25/13
Contractor		Time	8:45 AM
Subcontractor		Weather	
Contact			

DETAILS

Dennis Cleary & crew of Palmwood Construction & myself present. Observation was made for the work that was completed yesterday evening. Joints 9, 13, 20 & 21 are prepared for installation of filter fabric panels. Pumps and jetting equipment are being set up. Tide is low and panels will be installed.

Joint #12 was done and was located at an existing pedestal. The jetting progressed smoothly and in less than 6 minutes.

Joint #13 had a substantial amount of flowable fill that was required to be removed. The removal went well with the hydraulic jack hammer attached to the backhoe.

Joint #14 also had a substantial amount of flowable fill and it was noted that there was a void under the flowable fill.

Joint #18 - It was noted that during the excavation of Joint #18 that the exsiting filter fabric panel was offset from the joint rendering it ineffective because the edge was too close to the joint. The new filter fabric panel was jetted in smoothly in approximately 6 minutes.

Joints #20 & #21 had an excessive amount of debris which required removal. Two pile caps were removed from this area between the joints. Joint #21 was located under a pedestal.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/25/13
Contractor		Time	8:45 AM
Subcontractor		Weather	
Contact			

DETAILS

A discussion was held with Dennis Cleary regarding the original construciton of the seawall. Cleary noted that upon installation of sheet piles, the Contractor typically jets in the filter fabric and has the filter fabric over the sheet pile as an integral part of the seawall cap, ensuring that the filter fabric is covering the joint to the very upper limits under the sewall cap. Mr. Drawdy noted that the inspector during the original filter fabric installation would not allow the filter fabric to be draped over the sheet piles, but rather ended under the seawall cap to prevent the filter fabric from leaking moisture to the seal protruding from the sheet pile. It was noted that the backfill was compacted up against the sheet pile installation and the compacted backfill was utilized as the "form" for the seawall cap. Based on discussions, it appears as though the filter fabric was ended short of the bottom of the seawall cap. Two items to be noted: 1. the original construction technique of utilizing compacted backfill to serve as the form for the seawall cap ensures that the soil under the seawall cap is well compacted; 2. the technique does not ensure that the filter fabric is tight under the seawall cap, a critical area to prevent voids and leakage of soil through the panel seam.

While the above may be responsible for the leaks immediately below the seawall cap, Mr. Clearly also stated that there are a number of reasons for leaks deeper along the sheet pile. With the original jetting in of the filter fabric that could have resulted in debris between the filter fabric and the sheet pile, or misc. rocks in the backfill could have torn the filter fabric resulting in areas causing leaks and soild migration through the joints.

Mr. Cleary stated that he will use a vibratory rod simliar that used for concrete placement in a saturated backfill soil condition under the seawall cap to ensure consistent fill and compaction of backfill against the filter fabric immediately under the seawall.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/25/13
Contractor		Time	8:45 AM
Subcontractor		Weather	
Contact			

DETAILS

Mr. Cleary also noted that the utility conduits were laying directly on the tie-backs. He proposes to backfill over the tie-back rods and lay the utilities on the clean backfill rather than the tie-back rods.

The filter fabric panel at Joint #9 was observed during installation. The fabric slid into place smoothly and was installed up against the sheetpile under the seawall cap. Construction appears satisfactory and according to design specifications.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	9/30/13
Contractor		Time	4:00 PM
Subcontractor		Weather	
Contact			

DETAILS

Richard Pittman and Rob Rennebaum were present. Observation was made of the compacted backfill in the westerly area. The backfill appeared well compacted with filter fabric layed over the seawall cap ready for placement. Construction appeared satisfactory.

Mr. Pittman and I also walked the remaining perimeter of the marina with a focus around the marina office building to review available area for seawall repair construction. Although there are a number of obstructions including the split rail fence, paver stairs, and dedicated lawn area, it appears that access is available for the future seawall Repair.

By

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CONSTRUCTION FIELD OBSERVATION REPORT

Project Name	Lake Park Marina	Job No.	11-106B
Client	Town of Lake Park	Date	10/1/13
Contractor		Time	
Subcontractor		Weather	
Contact			

DETAILS

Dennis Cleary & Rob Rennebaum were present. An observation was made at the finished compacted backfill and filter fabric wrap at the westerly demonstration area. The construction was completed and well compacted with filter fabric according to the plans and specifications. Construction appeared satisfactory.

By

APPENDIX M

Additional Photographs

Royal Palm root ball invasive under pavers

Removal of debris from trench to prepare for jetting of filter fabric panel

Jetting in joint filter fabric

Jetting in joint filter fabric

Jetting in joint filter fabric

Existing utility conduits

Utility conduits encased in flowable fill - Flowable fill to be removed

Completed backfill with filter fabric

Backfill and compaction of trench (filter fabric installed)

Support of utilities during backfill and compaction

Repair of damaged utilities

Removal of flowable fill with backhoe hydraulic hammer

Consent Agenda

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2013 **Agenda Item No.** Tab 2

Agenda Title: Regular Commission Meeting Minutes of January 15, 2014

[ ] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/29/14

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Minutes** **Exhibit "A"** **Exhibit "B"** **Exhibit "C"**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case SC **Please initial one.**

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission meeting minutes of January 15, 2014.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 15, 2014, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
None

D. PUBLIC COMMENT:
This time is provided for addressing 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.

E. 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.

1. **Regular Commission Meeting Minutes of December 18, 2013** **Tab 1**
2. **Approval of the Delinquency Settlement of Lake Park Harbor Marina – Unpaid Dockage Fees Owned by John LeBeau of North Palm Beach, Florida** **Tab 2**
3. **Approve the Warranty Engine Rebuild on Public Works Commercial Front load Sanitation Vehicle (2009, Autocar WX Expeditor)** **Tab 3**

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

4. Ordinance No. 01-2014 An Ordinance Proposing Modifications to Section 78-251 (C)(2) and 78-251 (E) of the Town Code Providing for an Administrative Approval Process for Nonconforming Parcels Proposing Site Modifications that Do Not Meet the Definition of a Substantial Modification. **Tab 4**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

5. **Approving the Hiring of Gomez Barker Associates, Inc. as the Town's External Lobbyist for the 2014 Legislative Session in Tallahassee** **Tab 5**

6. **Resolution No. 01-01-14 Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 26, 2014 through March 3, 2014.** **Tab 6**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 5, 2014

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 15, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 15, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

Roselyn Blanton-Giordano, 211 E Ilex Drive, suggested that the Town host a Rainbow Parade of Children on Valentine's Day. She announced her candidacy for Mayor.

Roger Michaud, Larry Marble and Johnny Ringo. Mr. Michaud stated that the Second Annual Pirates Fest will be held on Saturday, February 1, 2014. The event will be held at Lake Shore Park. He stated that last year's event was successful. He explained that they are here to seek the Town's assistance regarding parking and requested that the Town waive the parking fees for the event.

Mayor DuBois asked if it would suffice to just waive the parking in the area around Lake Shore Park and omit the Marina parking.

Mr. Michaud stated "yes".

Commissioner O'Rourke stated that last year's event was great and that he is glad to see it happening again this year. He asked about how the south parking lot was used at last year's event.

Mr. Mable stated that last year the attempt was to use the lot as a premium valet lot but it did not work and they will not be doing that again. He stated that since parking is such a premium in the area they are working with a property owner at Northlake Boulevard and US1 to trolley people from that property to and from Lake Shore Park.

Commissioner Rapoza asked where the bandstand will be placed and will there be police presence regarding parking to prevent damage to the swales.

Mr. Mable stated that last year before the event, Public Works taped off the swales around the park and did not know of any damage to the swales. He assumes that Public Works will be doing the same again this year. He stated that they were asked to move the north stage in a little bit away from the condominiums and they have submitted a site plan with the north stage moved further away from the condominiums.

Commissioner Rapoza stated that in front of the condominiums on Lake Shore Drive there was some damage to the swales and that is what she was concerned about. She asked if they have the parking and traffic direction under control.

Mr. Mable stated that he was not aware of any situations away from the park and stated they would put together a team of volunteers to monitor the issue.

Commissioner Flaherty asked if there will be two stages again this year.

Mr. Michaud stated "yes".

Commissioner Flaherty asked if the waiving of the parking request also includes the Kelsey Park meters.

Mr. Michaud stated "yes".

Commissioner O'Rourke asked if the parking was discussed with Community Development Director Nadia DiTommaso prior to coming to the Commission meeting.

Mr. Michaud stated "yes" and that the Town is planning on enforcing the meters and charge a fee to block off Park Avenue.

Mayor DuBois stated that it is his understanding that the Town Administration does not have the authority on its own to waive the parking fees and that authority lies with the Town Commission.

Town Manager Sugerman explained that the Administration does not have the authority to waive the parking meter fees and was not prepared to recommend waiving the parking meters fees since the Town still has debt service on the parking meters. He stated that waiving the parking fees is a Commission prerogative. He stated that this was the first opportunity for the applicants to come before the Commission since there has not been a Commission meeting since December 17, 2013.

Mayor DuBois stated that the Commission has approved in the past waiving the parking fees for non-profit events or partnered with a non-profit organizations.

Commissioner O'Rourke suggested that Park Avenue be marked off for parking as done for other events and this could elevate some of the parking.

Mr. Mable stated that the Town marked off Park Avenue for parking for last year's event.

Commissioner O'Rourke asked if the Town has asked for a fee to mark off Park Avenue for parking for this year's event.

Mr. Michaud stated "yes".

Town Manager Sugerman explained that the applicants request is for the parking meters around the park to be waived and for the Town to contribute staff time to set up a maintenance of traffic (MOT) on Park Avenue to allow for the delineation of a parking lane on both sides of Park Avenue. He stated that there is no cost to the Town for waiving parking meter fees however; there is an actual cost to the Town for setting up the MOT on Park Avenue.

Commissioner O'Rourke stated that he wants to see parking for the event on Park Avenue. He thinks that the Kelsey and Lake Shore Parks are venues that need to be developed and that this is the first group that has ever really stepped up to do something significant in this area. He wants to promote this idea that the park area can become a venue place for events. He wants to see the Town Commission support it in any way it can.

Motion: A motion was made by Commissioner O'Rourke to waive the parking meter fees at Kelsey and Lake Shore Park and the fee for Public Works to establish maintenance of traffic (MOT) along Park Avenue; Commissioner Rapoza made the second.

Town Manager Sugerman asked for the hours that the parking meter fees will be waived.

Mayor DuBois suggested for the entire day that parking meters are in operation on the day of the event.

Commissioner Rapoza asked what the projection is regarding attendance.

Mr. Michaud stated four (4) to five (5) thousand people.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

CONSENT AGENDA:

1. **Regular Commission Meeting Minutes of December 18, 2013**
2. **Approval of the Delinquency Settlement of Lake Park Harbor Marina - Unpaid Dockage Fees Owned by John LeBeau of North Palm Beach, Florida**

3. Approve the Warranty Engine Rebuild on Public Works Commercial Front Load Sanitation Vehicle (2009, Autocar WX Expeditor)

Commissioner Flaherty requested items two (2) and three (3) be pulled from the Consent Agenda.

Motion: A motion was made by Commissioner O'Rourke to approve the Regular Commission Meeting Minutes of December 18, 2013; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

2. Approval of the Delinquency Settlement of Lake Park Harbor Marina - Unpaid Dockage Fees Owned by John LeBeau of North Palm Beach, Florida

Commissioner Flaherty asked if an initial payment of $5,000 has been made to the Town.

Town Manager Sugerman stated "yes".

Commissioner Flaherty asked if a new contract has been signed and has the first payment been made.

Town Manager Sugerman stated "yes".

Commissioner Flaherty asked if the old contract did not cover some of the things that the new contract does.

Town Manager Sugerman explained that the prior contract had expired and staff wanted to ensure that Mr. LeBeau had signed onto the most recent contract.

Commissioner Flaherty asked if Mr. LeBeau had been in a month to month situation.

Town Manager Sugerman explained that Mr. LeBeau was in an annual contract and was not paying. He stated that there is a typo on page two (2) of the agreement and noted that the six month payment period is from January 2014 through June 2014.

Motion: A motion was made by Commissioner Flaherty to approve the Delinquency Settlement of Lake Park Harbor Marina - Unpaid Dockage Fees Owned by John LeBeau of North Palm Beach, Florida; Commissioner O'Rourke made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

3. Approve the Warranty Engine Rebuild on Public Works Commercial Front Load Sanitation Vehicle (2009, Autocar WX Expeditor)

Commissioner Flaherty asked if this is one of the trucks that picks up the dumpsters.

Town Manager Sugerman stated "yes".

Commissioner Flaherty asked if there are any other vehicles that would fall into this category and were designed for a different use.

Public Works Director David Hunt no other vehicles have exhibited the same issues and that the fail safe switch is installed on the other vehicles.

Motion: A motion was made by Commissioner Flaherty to approve the Warranty Engine Rebuild on Public Works Commercial Front Load Sanitation Vehicle (2009, Autocar WX Expeditor); Commissioner O'Rourke made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

4. Ordinance No. 01-2014 An Ordinance Proposing Modifications to Section 78-251 (C)(2) and 78-251 (E) of the Town Code Providing for an Administrative Approval Process for Nonconforming Parcels Proposing Site Modifications that Do Not Meet the Definition of a Substantial Modification.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Sugerman explained the item (see attached Exhibit "A").

Commissioner Flaherty asked about "Financial hardship shall not be considered to be a site condition which would alleviate the property owner from compliance with landscaping requirements" and if that means the property owner cannot meet the expectations that the Code has then they cannot do the project.

Town Manager Sugerman explained that it means that if they have the area required to properly landscape and they have the physical ability to meet the landscaping requirement then a financial hardship is not an excuse for not meeting that requirement.

Commissioner Rapoza asked if this would also apply to a commercial property that is looking to sell the commercial property and to upgrade the property and the property could not be sold unless they did according to the Code.

Town Manager Sugerman stated that he does not think it would happen that way but that the person buying the property would have to find out what the landscaping requirements would be and the new owners could find out if they could get relief from the Code under the proposed Administrative Process.

Motion: A motion was made by Commissioner O'Rourke to approve Ordinance 01-2014 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

NEW BUSINESS:

5. Approving the Hiring of Gomez Barker Associates, Inc. as the Town's External Lobbyist for the 2014 Legislative Session in Tallahassee

Fausto Gomez of Gomez Barker Associates, Inc, presented a report to the Commission regarding the upcoming legislative session (see attached Exhibit "B").

Commissioner O'Rourke stated that some of the items in the report are items that he and Vice-Mayor Glas-Castro have worked on as part of the Florida League of Cities. He asked about the Small Business Development initiatives and the Community Development Block Grant (CDBG).

Mr. Gomez stated that regarding the CDBG funding the Town is not an entitlement community and that the Town has two (2) options. The first is to apply for CDBG funding through Palm Beach County. The second is to apply for funding directly from the State. He thinks it is important to preserve both options of apply for CDBG funds.

Town Manager Sugerman explained that the Town is not an entitlement community but that the Town is an allocation community under Palm Beach County's entitlement. This is an automatic allocation from Palm Beach County. He stated that Palm Beach County has an additional 3.2 million dollars that the County will be rotating amongst the seven (7) allocation communities and the Town will be up in 2015 for an additional $300,000.

Vice-Mayor Glas-Castro stated that the funding for this contract would have to come from reserves, as this is not a budgeted item. She asked what is the effective date of the contract.

Town Manager Sugerman stated that it is sometime in February and that he recalls that the contract was approved at the first or second meeting in February last year.

Mayor DuBois asked about the Small Business Development Center.

Mr. Gomez explained that the Small Business Development Center provides technical assistance and business support to small businesses around the State of Florida. He stated that currently Florida International University (FIU) provides this service to the South East Region. He stated that what they have not done in the past is provide assistance to local governments in order to spur economic development, such as destination support to locate small business in the Town. He stated that the other key element is the micro loan program that provides loan to very small businesses.

Mayor DuBois asked if the Florida Recreation Development Assistance Program (FRDAP) would be appropriate for the Marina project for the development of the upland parking or as match funds for the Florida Inland Navigation District (FIND) grant.

Town Manager Sugerman stated that he does think that FRDAP would look favorably upon parking lot improvements. He explained that FRDAP grants are typically for projects that are recreation in scope. He stated that it has been a number of years since he has written a FRDAP grant and he would have to review the requirements to be sure what is eligible.

Mr. Gomez stated that the FRDAP grants are for acquisition of property and capital improvements.

Motion: A motion was made by Commissioner Flaherty to approve the Hiring of Gomez Barker Associates, Inc. as the Town's External Lobbyist for the 2014 Legislative Session in Tallahassee with funds allocated to support such contract coming from the General Fund contingency line item account # 001-51-589-900-99901; Commissioner O'Rourke made the second.

Vice-Mayor Glas-Castro stated that she has concerns regarding the timing of this item and that legislative priorities should have been discussed by the Commission last summer when the Commission was working on the budget. The discussion would have allowed the Commission to develop the legislative priorities for the Town and not have a consultant tell the Commission what the priorities are for the upcoming session. She stated that the discussion would have included whether the Town could accomplish the legislative priorities on its own as self lobbyist with staff and League of Cities assistance or if would require a lobbyist to be hired. She stated that there should have been an item for discussion to hire a lobbyist during the budget process. She stated that she is concerned about using half of the reserves to hire a lobbyist at this late a date. She stated that while she does not necessarily disagree with the priorities that the consultant has come up with she thinks it should have been discussed amongst the Commission. She stated that a lot of the legislative priorities are the same as the League of Cities and that the League of Cities has six (6) paid lobbyist on staff that will be lobbying on behalf of those items. She stated that the League of Cities is there to assistance the Town and if the Town decides to self-lobby they will make introductions to the appropriate Legislators. They encourage participation in the local delegation so that the Town has personal contacts. She stated that the appropriation type priorities that have been established are grants that staff are able to effectively lobby on the Town's behalf and that it is staff that puts together the application and knows the technical details not the lobbyist. She stated that she has concerns regarding this item coming before the Commission at such a late date and the Commission not having open discussion about what the priorities should be and that this was not part of the budget discussions.

Mayor DuBois stated that last year the contract was lapsed and that he did not find out that the Town was out of contract with Gomez Barker until almost a month after the contract had ended and in a sense, that is where it is at again this year. He stated that historically it has been a Commission driven decision to hire a lobbyist. He stated that he asked for this item to be included on the agenda because otherwise the contract would simply lapse and there would not be any discussion unless a Commission brought forward a Legislative item. He stated that the Commission has not developed any format to set Legislative Priorities for the Town. He thinks that it is important for the Commission to have a discussion and thinks it is important for the Commission and Administration to set a Legislative Priorities list. He stated that he has not always felt that the League of Cities has had the Town's specific best interests in mind over the past years. Particularly to do with the Sober Houses issue and the Town being the "mouse"; the Town was overwhelmed by larger municipalities, such as Delray and Boca Raton, and the League of Cities preferred their position and the Town was on its own. He stated that it was the work of the Town that has moved this item forward to receive support across Palm Beach County and the State. He believes in diversity and that there are aspect of the Legislative Priorities that the Town can associate with the League of Cities and Palm Beach County Delegation but also believes that the Town should go beyond those resources when pursuing Legislation and that is what Gomez Barker does for the Town.

Commissioner Rapoza asked if there is an increase in the amount of the contract. She stated that she agrees with Vice-Mayor Glas-Castro that the timing of this is not very good and that the Commission should have discussed these priorities at the budget

workshops. She stated that the Commission is getting more involved with the League of Cities and other local organizations.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza		X	
Vice-Mayor Glas-Castro		X	
Mayor DuBois	X		

Motion passed 3-2.

6. Resolution No. 01-01-14 Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 26, 2014 through March 3, 2014.

Town Manager Sugerman explained the item (see attached Exhibit "C").

Commissioner O'Rourke stated that he noticed in the contract a provision regarding fencing and asked if Marina area would be fenced off during the event.

Wit Hall, Vice President of Marketing and Events *PassageMaker* Magazine, stated that no it is not their intention to fence off the Marina. He explained that the fencing would be used to delineate between what is the event and what is not the event and it is not their intention to close off the Marina in any way, shape or form.

Commissioner O'Rourke asked if the area is not going to be fenced off how will they be able to charge admission.

Mr. Hall stated that there will be gates where people will bring their tickets and be charged admission. He stated that the point he was trying to make was that they would not be closing off the Marina to the general public, but there will be tents, boats and exhibits on display and those areas will be fenced off.

Town Manager Sugerman stated that his understanding from his negotiations was that they would be closing the perimeter of the Marina and using fencing and gates to funnel people through the main east-west entrance for the three (3) days of the show and a ticket will have to be purchased to get on the grounds of the Marina. He stated that Town residence with proof of residency if they want to attend the show they will get a $5 discount and on the honor system, they will be permitted to fish from the pier and walk their dog at no charge.

Mayor DuBois stated that currently there are available slips at the Marina but next year there may not be and asked how will that be handled.

Town Manager Sugerman stated that staff is prepared to deal with that and as soon as that happens he will have an answer.

Mayor DuBois asked how they found out about Lake Park.

Mr. Hall stated that he is a native Floridian from Palm Beach Gardens. He stated that they held the show for years at the Bahia Mar in Fort Lauderdale and it came to him and others at PassageMaker to find a new location and being from the area he knew about the Lake Park Marina.

Mayor DuBois stated that he is glad they are here and that this item has been brought before the Commission for consideration.

Commissioner Flaherty asked how about the Sunset Celebration.

Town Manager Sugerman explained that for Sunset Celebration the Town will be working with the Trawler Fest to keep open until 8:00 pm. He stated that they will have upwards of fifty (50) vendors on the grounds and may or may not have room for the local vendors that will have to be figured out once the event is closer. He stated that Trawler Fest is going to promote Friday night of their event as being the Sunset Celebration as well. It will be a partnership to have both the show and the Sunset Celebration.

Mayor DuBois asked if the Palm Beach Post could be used to promote the event.

Mr. Hall stated "yes" that they are close to signing a contract with the Palm Beach Post for advertising and they are open to including the Sunset Celebration as part of the advertising in addition to the other advertising they will be doing for the event. He stated that PassageMaker is a group of magazines which are owned by a company called Active Interest Media which owns Show Management which is the company that owns and manages the Fort Lauderdale, Palm Beach and Miami Boat Shows and therefore has a multitude of advertising opportunities. He stated that they will be launching quite an advertising campaign to bring as much exposure and attention to the event as possible. He stated that they are estimating 500-600 people per day of the event or more.

Mayor DuBois suggested also contacting the North Palm Beach Chamber of Commerce, as they are active in the Marina Industry and Marina Industry Association.

Commissioner O'Rourke asked, based on the estimated number of attendees, have they spoken with staff about whether the parking at the Marina will be adequate enough to handle this type of event.

Mr. Hall stated that they believe the parking will be enough because a number of the attendees will be boaters and will be coming by boat.

Town Manager Sugerman stated that they expect cars to be all over the place and they are fine with that.

Vice-Mayor Glas-Castro asked should the Commission consider waiving the parking meter fees at Kelsey Park also for those that park there and walk over.

Town Manager Sugerman stated "sure".

Vice-Mayor Glas-Castro asked if other on-street accommodations should be make such as the MOT along Park Avenue.

Town Manager Sugerman thinks that there will be parking on the side streets such as Date Palm and Cypress Drive.

Mayor DuBois stated that the people doing the Pirate Fest have worked out something with a local parking lot owner and will be moving people back and forth from the event.

Town Manager Sugerman stated that he is expecting chaos for the first year of the event and that is fine; it will be figured out. They have told him if it is successful that this could be a five (5) to seven (7) year relationship and that after five (5) to seven (7) years they burn out a community and move on. He stated that if it is a success and they stay that they will solve all the logistic problems in successive years.

Commissioner Flaherty stated the Marina boat ramp will be closed March 1 and 2, 2014.

Town Manager Sugerman stated "yes" because the Marina will be full and some of the vessels will be between 65 and 75 feet. He explained that after everything is full there will only 100 feet of dockage space.

Marina Director James Hart stated that the vessels will be between 25 and 90 feet.

Commissioner Flaherty asked about the delivery of materials before the event and asked if staff from the Trawler Fest will be there to handle those deliveries.

Mr. Hall stated "yes" that they have their own set-up and breakdown crew which will arrive a few days in advance and it is a professional crew of people that will be setting up and breaking down the event.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 01-01-14 Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 26, 2014 through March 3, 2014; Vice-Mayor Glas-Castro made the second.

Town Manager Sugerman stated that as plans are being made to make Trawler Fest successful one thing that will happen is that the current slip holders will be asked to be relocated to another slip so that Trawler Fest can have the bulk of the slips all together. He stated that the solution that has been developed and to show the current customers that it is appreciated that they are going to work with the Town in moving their vessel to accommodate Trawler Fest by providing the current customers two (2) weeks for free. He stated that this would be approximately $7,800 in lost revenue. He explained that this action would also have to be approved by the Commission in the form of a motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Motion: A motion was made by Commissioner O'Rourke to approve waiving of two (2) weeks of vessels fees for those vessels being relocated to another slip in the Marina for the Trawler Fest; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated that he will be contacting each member of the Commission about the progress that Professor Engstrom has made on the study regarding the Town's Election Voting System and the next steps in the process.

Town Manager Sugerman stated that the video regarding the Town produced by CGI had been forward to the Commission for their review and asked for the Commissioners to provide comments. At some point the Commission as a whole would need to advise if they want to move forward with production. He stated that three (3) comments have been received so far. These comments are: first that the Mayor's name is spelled wrong, second that several people were unhappy with the final scene, and third that with the Mayor up for re-election that it may not be a good idea to have Mayor DuBois do the introduction video.

Mayor DuBois asked if Town has had an opportunity to edit the video.

Town Manager Sugerman explained that Town does not edit the video, but the Town can make comments. He stated that the video is one (1) minute and seven (7) seconds and that they shot six (6) hours of video.

Vice-Mayor Glas-Castro stated that the shot of the Kelsey City gates has a lot of cars crossing and thinks it would be a better shot if there were no cars crossing.

Town Manager Sugerman stated that was brought up and the response received was that having the cars in the shot shows a vibrant community with lots of activity.

The Commission came to consensus to move forward with the video.

Town Manager Sugerman asked if any of the Commissioners were interested in participating in Palm Beach County Days in Tallahassee on March 4 and 5, 2014. If the Town is going to send a delegate something would have to done regarding the March 5, 2014 Commission Meeting as it is a conflict.

Mayor DuBois stated that he would like to attend.

Vice-Mayor Glas-Castro asked if the Commission has gone in the past.

Town Manager Sugerman stated "yes" however the Commission did not go last year.

Vice-Mayor Glas-Castro stated that she would prefer to save her share of the travel budget for the Florida League of Cities Conference in August.

Commissioner O'Rourke stated that he would like to attend Palm Beach Days in Tallahassee.

Commissioner O'Rourke stated that Eboni Harris from the Library will be leaving and commented that she works with the Teen group and has done a great job. He thanked Ms. Harris for all her work with the children within the community and that she will be missed. He stated that there is a new business in Town named the Blue Lagoon.

Commissioner Rapoza congratulated Mr. and Mrs. Davis at 724 Northern Avenue for being the Property of the Month. She stated that First United Bank donated to Lake Park Elementary School $1,500 for study materials for the students. She stated over the holidays First United Bank also donated Christmas gift for eighty-two (82) students. She stated that the Bank provided six (6) educational computers for the top six (6) readers in second grade. She stated that the Banks goal is to increase the number of Christmas gifts to one hundred and sixty-five (165) next year. She stated that the Bank will be assistancing the fifth (5th) graders this year with the Safety Patrol Washington DC trip. She stated that soon the Town will be at the breakeven point with the parking meters. She suggested that the Town have one week of free parking a month for different types of events such as K-9 and mounted patrol demonstrations, adopt a pet, doggie fashion show, and Children's art demonstration during the free parking meter week. This could be used to see if the free parking would increase park attendance. She requested that the item be brought forward for Commission consideration on a future agenda.

Mayor DuBois stated that the prior Commission came to a compromise of free parking on Sunday. He stated that signs were installed stating that parking was free on Sundays and National Holidays.

Commissioner Rapoza asked if it worked.

Mayor DuBois stated that he is able to say at meetings that the Commission came up with a compromise instead of charging seven (7) days a week, there is no charge for the parking meters on Sunday.

Commissioner Rapoza asked for an agenda item to discuss parking meters.

Mayor DuBois stated that the Commission already approved free meters on Sunday as a compromise and that anyone could complete a pink comment card and asked the Commission to make the legislative decision to offer free parking for special events. He thinks that he has done the best he could to come up with a solution of offering free parking on Sundays. He thinks this was the lost cost to the Town in terms of lost revenue.

Commissioner Rapoza stated that she thinks offering the free week a month would be an incentive for people and families to come to the park.

Vice-Mayor Glas-Castro stated that she would prefer to get rid of the meters.

Commissioner O'Rourke suggested an agenda item regarding parking for Commission discussion because there are so many issues including special event parking.

Mayor DuBois suggested including with the item revenue projections, revenue from previous years, and timeline on the debt service. He asked if any analysis has been done regarding peak usage.

Town Manager Sugerman stated "no".

Mayor DuBois asked if the analysis could be done and which agenda it could be placed on.

Town Manager Sugerman stated that the earliest agenda would be February 19, 2014.

Commissioner O'Rourke suggested to have the item on an agenda after the Trawler Fest because he wants to see what happens with the parking during the event.

The Commission reached consensus to have a parking meter discussion on the March 19, 2014 Commission agenda.

Commissioner Flaherty stated that the food pantry has started a plot at the Community Garden and that help is needed to tend to the garden. He stated that the pricing structure for the Community Garden has changed and that a 4x4 raised bed plot is only $5 per month. He stated that Relay for Life will be held on April 24, 2014 from 6:00 pm to 6:00 am in Palm Beach Gardens.

Vice-Mayor Glas-Castro wished everyone a Happy New Year.

Mayor DuBois stated that in regards to the Legislative Agenda and Legislative Priorities that the Town has a number of resources that the Town can access during the Legislative

Session and the Town could organize better. He suggested a Legislative Priorities Workshop and the date should synchronize with what is happen in Tallahassee.

Town Manager Sugerman suggested the workshop be held in the summer when working on the next year's budget and right after the Florida League of Cities Conference, which is typically in August.

Mayor DuBois suggested June or July as soon as the Legislative Session has ended. He stated that it would be known what bills have and have not passed so that the Commission could lobby the delegates at the Florida League of Cities Conference. He asked Fausto Gomez if he would be providing an update after the session is over.

Mr. Gomez stated "yes" in May he will provide an update.

Mayor DuBois suggested to then do a follow up in August. He stated that the Grass Roots Program with the Friends of the Library and the Library Board for tutoring and after school homework assistance program is moving forward. He stated that the tutor orientation program and parents orientation meetings will be happening soon. He stated that the Palm Beach County Fire Rescue crew in Lake Park are great and do a wonderful job. He stated that he has received information from Town Clerk Mendez regarding the qualification period for the Mayoral election and has received some paperwork that he intends to fill out in time for the opening day of qualifying which is January 28, 2014. He stated that he looks forward to completing the paperwork and filing to run for the Mayoral election on March 11, 2014.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner O'Rourke, and by unanimous vote, the meeting adjourned at 8:37 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014 **Agenda Item No.**

Agenda Title: AN ORDINANCE PROPOSING MODIFICATIONS TO SECTIONS 78-251 (C)(2) AND 78-251 (E) OF THE TOWN CODE OF ORDINANCES PROVIDING FOR AN ADMINISTRATIVE APPROVAL PROCESS FOR NONCONFORMING PARCELS PROPOSING SITE MODIFICATIONS THAT DO NOT MEET THE DEFINITION OF A SUBSTANTIAL MODIFICATION.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/6/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$0** Funding Source: **N/A** Acct. # **N/A** [ ] Finance _____	**Attachments:** **→ORDINANCE 01-2013**
Advertised: Date: ***N/A on first reading*** Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ___*ND*_ **Please initial one.**

Summary Explanation/Background:

As the economy has begun to pick up, the Community Development Department has seen an increase in residential and commercial property owners desiring to improve their properties. Currently, any single-family, two-family, or three-family owner of a structure seeking to improve their property (whereby the value of the improvement is greater than $5,000), is subject to all of the provisions of the entire landscaping code. Similarly, all commercial properties seeking to do something as simple as repaving their parking lots, regardless of the value of the paving, are subject to the provisions of the entire landscaping code. Most existing properties in Town were not originally built with all of the extensive landscaping provisions required in the Code as it is written today.

The Code, as it is currently written, actually serves as a hindrance for property owners who want to make relatively simple improvements to their property. Requiring these properties to meet all of the landscaping conditions in the Code, and if they cannot meet them, forcing the property owner to apply for variances from the Code provisions, seems unreasonable as this would require a public hearing process with significant application fees and a minimum 2-month approval process.

It is not unreasonable to assume that if a property owner chooses to renovate, modify, or if it suffers damage to the extent that the proposed improvements are in excess of fifty (50) percent of the property's assessed value, that the full landscaping Code must be complied with and if not, a variance request must be sought. However, if a property owner is simply looking to beautify their site through a minor improvement, staff is proposing the following modification to the Code, which would still require compliance with as much of the landscape code as is possible, but through an administrative approval process, rather than a legislative approval process. The proposed changes to the Code would give the Community Development Director (or designee) administrative authority to approve landscaping plans for minor improvements to property within the Community, but only to the extent that those minor improvements are physically feasible:

Section 78-251. Landscaping generally

(c) *Applicability.*

(1) The standards contained in this section shall apply to all property within the town.

(2) Nonconforming parcels.

a. Any parcel of land, with the exception of nonconforming parcels on which single-family, two-family or three-family dwellings exist, must conform with the requirements and regulations of this article and chapter, regardless of the date of the erection of the structure.

This Section provides an exception for single-family, two-family and three-family dwellings that are simply looking to improve their parcels, but do not classify as a substantial renovation.

b. Nonconforming parcels of real property on which single-family, two-family or three-family dwellings exist must comply with the landscape requirements of this article whenever 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 $5,000.00 or more. Provided however that, nonconforming parcels shall incorporate only those landscaping requirements determined by the Director of Community Development to be feasible based on existing site conditions. Financial hardships shall not be considered to be a site condition which would alleviate a property owner's compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect.

c. Nonconforming parcels of real property shall be subject to the landscape requirements of this article, should they seek any expansion, ~~or should they suffer damage in excess of 50 percent of their appraised value~~ modification, or where the property has been damaged based on the following criteria:

(1) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or

(2) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, over three calendar years, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector.

d. If it is impossible to satisfy the landscape requirements of a nonconforming parcel, the town *may* designate the town manager or his/her designee to mitigate the nonconformity 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 groundcovers for the improvement of the town's public parks, ball fields or other parcels that might be designated to satisfy the extent of the nonconformity.

(...)

(e) *Application and permit required.*

(...)

This Section provides an exception for commercial properties that are simply looking to improve their parcels, but do not classify as a substantial renovation.

(4) Except for single-family, ~~and~~ two-family and three-family dwellings, prior to the issuance of any permit for paving, a ~~development~~ landscape permit application shall be submitted to the community development department. The landscape application shall be subject to the Community Development Department's review and approval. Provided however, nonconforming parcels shall incorporate only those landscaping requirements that are feasible based on existing site conditions. Financial hardship shall not be considered to be a site condition which would alleviate the property owner from compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect. No permit shall be issued for paving unless the application complies with the provisions hereof, and no final certificate of occupancy or completion shall be issued until the landscaping is complete and passes a final inspection by the town. ~~It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved plans and the requirements hereof.~~

Recommended Motion: I move to APPROVE Ordinance __-2013 on first reading.

Exhibit "B"

Town of Lake Park
Legislative Principles

- State Government should focus on state-level issues and allow local governments to operate with minimal state interference. The Town of Lake Park will oppose legislation that increases the involvement of state government in municipal affairs and preempts local governing prerogatives.

- For Florida's economy to prosper, cities need to succeed. The Town of Lake Park will promote state investments in municipal infrastructure in order to create jobs and promote municipal revitalization. This will include funding for wastewater and stormwater improvements, libraries, economic development projects, and park and recreational activities.

- State Government should not be allowed to continue disrupting the relationship between citizens and their local elected officials' authority to make decisions impacting the provision of municipal services and quality of life. The Town of Lake Park will oppose additional arbitrary limits on property assessments, municipal expenditures, and local revenues.

- State mandates should be funded with state resources and should not seek to access local tax dollars. The Town of Lake Park will oppose unfunded mandates and support policies that require full funding of state initiatives and mandates to cities.

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Legislative Priorities

APPROPRIATIONS

- The Town of Lake Park supports grant and legislative line item funding that enhances local financial capacity to address water resource and water supply development. The Town further supports enhanced funding of the Water Protection and Sustainability Program within the Department of Environmental Protection for comprehensive water supply infrastructure needs.

    1. *The Town of Lake Park will again seek funding in the amount of $200,000 for "Lake Shore Drainage Improvements." This amount was allocated by the legislature last session but was vetoed by the Governor.*

- The Town of Lake Park supports funding for the Florida Forever Program and the Florida Recreation Development Assistance Program (FRDAP).

  The Florida Forever Program has helped local governments purchase land for parks, recreation, open space and conservation. The Florida Recreation Development Assistance Program (FRDAP) is a successful funding vehicle for local government park development and recreational efforts and has helped leverage local dollars.

    1. *Both of these important programs have had minimal or no funding during the past three years but with the state's improving fiscal outlook should again be considered for legislative funding.*

- The Town of Lake Park will work to assure that state support for local libraries is enhanced.

    1. *The projected amount of funding for the Lake Park Library is over $7,000.*

- The Town of Lake Park supports grant and legislative line item funding that dedicates to small businesses state economic development resources. Small businesses are the strength of Florida's economy; but they are often overlooked or do not qualify for existing economic development initiatives.

    1. *The Town of Lake Park will explore establishing a partnership with the state's Small Business Development Center Network for resources and technical assistance, including destination marketing support.*

- The Town of Lake Park will support strengthening the prohibition on existing and new unfunded mandates, requires enhanced staff analyses of quantification of the

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costs to cities, and ensures full state funding sources be assigned whenever unfunded mandates are identified.

LEGISLATION

- *Sober Homes*

  The Town of Lake Park supports legislation defining and establishing minimum regulatory standards for recovery residence facilities, while also allowing more stringent local regulation.

  Senator Jeff Clemens and Representative Bill Hager will be filing legislation requiring "Sober Homes" to be identified in statute, licensed by the state, prohibiting clustering of same in residential neighborhoods, and providing for local planning and zoning regulation. Their bill will be as a result of budget proviso language last legislative session requiring the Florida Department of Children and Families to review the Sober House issue and proffer recommendations for legislative action.

- *Communications Services Tax*

  The Town of Lake Park supports revising the Communications Services Tax (CST) in a manner that does not reduce current local government related revenues, simplifies the administration and collection of the current tax, provides for a broad and equitable tax base, and affords for enhanced stability and reliability as an important revenue source for local governments.

  The CST is one of the main sources of general revenue for municipalities. It generates over $800 million annually and the funds can be used for any public purpose. Surfside currently receives $303,320 from this source. *For Lake Park specifically, this generates about $375,003 in funding.*

  Governor Scott has pledged to reduce taxes by $500 million next year and included within that discussion is the CST. As a result, Senator Dorothy Hukill, Chair of the Appropriations Subcommittee on Finance and Tax, has filed SB 266 which would reduce the state CST rate and the direct-to-home satellite rate by 2%. It does not include a reduction of the local CST but could have a negative fiscal impact on municipalities due to the distribution of some of the state and direct-to-home satellite revenues.

- *Local Business Tax*

  Currently, a municipality may impose a local business tax for the privilege of engaging in or managing a business, profession, or occupation within its

jurisdiction. Last legislative session, a number of bills were defeated that would have phased out the Local Business Tax by 2020 and a Committee Bill proposed to base the tax on the amount of square footage of a business. That also failed.

In order to preserve the $309,659 in funding to the Town of Lake Park from local business taxes, The Town opposes legislation that restricts or eliminates municipal revenue generated under the local business tax. However, Lake Park supports the authorization of local governments to modify ordinances in a manner that results in a more simplified, efficient, and equitable tax system that benefits businesses and local communities.

- *Small Cities Community Development Block Grant Program (CDBG)*

The Town of Lake Park supports maintaining the current funding categories to ensure that grants primarily benefit low-and moderate- income families and communities. The CDBG program provides federally funded grants on a competitive basis, through the state of Florida and/or large "entitlement" governments, for municipalities to assist with housing rehabilitation, water and wastewater improvements, and economic development projects. The Florida Department of Economic Opportunity plans to file legislation making statutory changes to the CDBG and Lake Park supports reducing outdated, burdensome or restrictive requirements, but supports maintain the current funding categories.

- *Vacation Rental Preemption*

The Town of Lake Park supports repealing the state preemption of local governments' authority to regulate, restrict, or prohibit vacation rental property in single family neighborhoods and other zoning categories.

- *Pension Reform*

The Town of Lake Park will monitor the proposed changes to the Florida Retirement System, a priority of the Speaker of the House of Representatives, so that changes to it that result in cost savings to local governments are recognized. A proposed change would close the traditional "defined benefit" plan to new employees and offer instead a 401-k "defined contribution" option. This could potentially save the Town a significant sum in its contract with Palm Beach County for police and fire services.

- *Billboards*:

The Town of Lake Park opposes legislation that preempts or dilutes local government's ability to establish and maintain local ordinances which regulate billboards and outdoor advertising.

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Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014 **Agenda Item No.**

Agenda Title: Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 24, 2014 through March 3, 2014.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS/RESOLUTION**
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/6/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: None Funding Source: Acct. N/A [ ] Finance _____	**Attachments:** * Enabling Resolution. * Agreement (Exhibit "A").
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *DSS* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

PassageMaker is a trawler and ocean motorboat magazine. For a number of years, they have held a trawler boat show, known as Trawler Fest, in the greater Fort Lauderdale area. Over the course of the last few months, they have been looking for a new home for their show in 2014 (and if successful) for many years to come. They have approached the Town of Lake Park and the Lake Park Harbor Marina to host their winter Trawler Fest for 2014. Our Marina is prepared to host this event and this agenda item is being presented to the Commission outlining the terms and conditions of hosting this event. The highlights of what is being asked of the Commission include:

- The event will be held at our Marina from Monday, February 24th until Monday March 3rd. The actual dates of the show will be Wednesday, February 26th through Friday, February 28th (although boats will be arriving at the Marina a few days before the show and will be staying a few days after the show).

- The Marina will make upwards of 75 slips available to vessels participating in the Trawler Fest event. Transient dock fees will be $1.50/lineal foot of vessel (which is a $0.50 reduction over the Marina's current daily transient fee). Electric stations will be at a rate of $6.00 per day for 30 amp service and $8.00 per day for 50 amp service. Trawler Fest will pay to the Town, within 14 days of the approval of the agreement, an event deposit equal to 50% of the estimated total cost of all slip rentals to be paid during the event. The balance of payment for all fees owed will be paid no later than 75 days after the conclusion of the event.

- The main parking lot of the Marina will be closed access during the dates of the show. Single day tickets will be $15.00 per day, with VIP tickets including multi-day passes and special entertainment services at higher rates. Lake Park residents, with proof of identification, will receive a $5.00 discount off of the single day ticket price.

- There will be no charge to enter the grounds of the event for Lake Park residents, with proof of residency, if they want to fish from the Marina pier or walk their dog on the grounds of the Marina during the dates of the show.

- Trawler Fest will be responsible for all vendor set-up, office space, perimeter fencing, rest rooms, trash containers and security services. They will also be responsible for restoring the grounds to their original condition once the show has concluded.

- Trawler Fest will provide the Town with comprehensive general liability insurance with limits of $1,000,000/$2,000,000 during the time that they are using the Marina for their show.

- As part of the Town's responsibility in hosting the event, the Town Commission is being asked to waive all parking fees on the grounds of the Marina during the event, and also waiving all room rental fees so that Trawler Fest can conduct classes for show participants.

- All of the items for the event will be coordinated between Trawler Fest and the Marina Director and the Office of the Town Manager.

These are just the highlights of this agreement for hosting the 2014 Trawler Fest at the Lake Park Harbor Marina. All of the details of the exact terms and conditions for the event can be found in the attached Resolution.

Recommended Motion: I move to approve Resolution 01-01-14.

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2013 **Agenda Item No.** Tab 3

Agenda Title: Commission Workshop Minutes of January 15, 2014

[ ] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/29/14

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Minutes** **Exhibit "A"** **Exhibit "B"** **Exhibit "C"** **Exhibit "D"**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case SC **Please initial one.**

Summary Explanation/Background:

Recommended Motion: To approve the Commission workshop minutes of January 15, 2014.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Commission Workshop
Wednesday, January 15, 2014,
Immediately Following the
Regular Commission Meeting,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

Federal Highway Corridor and Opportunities for Mixed-Use Development through a Mixed-Use Design District Overlay

- **Introduction**
- **Zoning, Land-Use, and Mixed-Use Development**
- **Explaining Procedural Requirement**
- **Hands-On Experience Using Aerial Map; Building Models; and Property Development Regulations**
- **Concluding Remarks**

D. PUBLIC COMMENT:

This time is provided for addressing 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.

E. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

F. ADJOURNMENT

Minutes
Town of Lake Park, Florida
Commission Workshop
Wednesday, January 15, 2014, 8:45 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Commission Workshop on Wednesday, January 15, 2014 at 8:45 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Mayor DuBois stated that all members of the Commission were present and led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

Federal Highway Corridor and Opportunities for Mixed-Use Development through a Mixed-Use Design District Overlay

- **Introduction**

Town Manager Sugerman presented the item (see attached Exhibit "A").

Community Development Director Nadia DiTommaso explained that this is the third workshop on this subject with the first two (2) workshop held with a group of business and property owners along Federal Highway and the Lake Shore Drive Corridor. She explained that this item is being presented by staff as a development opportunity and is not proposing any specific type of development. She explained that the Federal Highway Corridor extends from Palmetto Drive on the north side to Silver Beach Road on the south side and includes the parcels one (1) block west of Federal Highway and all the parcels on the east side of Federal Highway through the west side of Lake Shore Drive. She explained that these properties are included because in 2009 the Commission decided that it was important to develop mixed-use criteria and envisioned a mixed-use corridor along Federal Highway. She stated that neighboring municipalities have already started moving forward with mixed-use development to boost their economies. She stated that staff feels in order for the Town to remain competitive the Town needs to start thinking along these same lines.

- **Zoning, Land-Use, and Mixed-Use Development**

Planner Debbie Abraham explained terminology such as land use, and zoning.

Community Development Director DiTommaso explained the mixed-use lifecycle (see attached Exhibit "B"). She provided examples of mixed-use development (see attached Exhibit "C").

- **Explaining Procedural Requirement**

Community Development Director DiTommaso explained that the only way to develop a mixed-use development option is to create property development regulations in the Town's Code of Ordinances. Essentially creating a district that would properly regulate a mixed-use development project.

- **Hands-On Experience Using Aerial Map; Building Models; and Property Development Regulations**

Community Development Director DiTommaso invited the Commission to participate in the hands-on portion of the meeting using an aerial map and building models.

Mayor DuBois stated that when he was on the Planning and Zoning Board during the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan that there was discussion regarding deepening the block on the west side of Federal Highway on the Future Land Use Map to increase the availability of commercial up to Second Street. He asked how that would play into this and if that was adopted.

Community Development Director DiTommaso stated that the change as described by Mayor DuBois were not adopted expect for some parcels on Silver Beach Road west of Federal Highway. However, it can be included in the discussion.

The Commission participated in the hands-on exercise and placed building models on the aerial map.

Commissioner O'Rourke thinks that the Town should start looking into mixed-use development for along the Federal Highway Corridor and explained where and why he placed the building model on Lake Shore Drive.

Planner Abraham provided feedback on the placement of Commissioner O'Rourke's building model, the limitations in the current code and what staff is proposing regarding development along Lake Shore Drive.

Community Development Director DiTommaso explained that staff's intent at this point regarding development along Lake Shore Drive is to allow the mixed-use development façade only if it includes mixed-use development along the Federal Highway side. She further explained that if mixed-use development where to extend to Lake Shore Drive it would have to come from Federal Highway that a development would not move forward if it was only on Lake Shore Drive as currently proposed by staff.

Commissioner Flaherty explained why and where he placed a multi-story building model along Federal Highway.

Community Development Director DiTommaso stated that Commissioner Flaherty placed the building in accordance with the set-back requirements currently in the Town

Code. She explained that the intent of mixed use is to bring the mixed-use building closer the street in order to create more street activity.

Planner Abraham explained that when building multi-story buildings that are adjacent to an area that is one zoning district, such as residential to the west of Federal Highway, that it needs to be planned so that the building are not the only view the people in the residential buildings will have looking east. She explained that if a developer is interested in putting a larger size building that they would have to increase the landscape buffer. She stated that staff is currently proposing that the maximum height for the west side of Federal Highway be three (3) stories. She explained that the reason for the height limitation is for the west side of Federal Highway to act more like a transition zone from the residential into commercial and then into higher intensity buildings.

Community Development Director DiTommaso explained that the intent is for developments that are adjacent to the residential zone would have more restrictive regulations in terms of landscape buffers and setbacks on the side of the property that is adjacent to the residential property.

Mayor DuBois asked if the intention is to have lower density buildings on the west side of Federal Highway, then higher density buildings on the east side of Federal Highway and then lower intensity along the west side of Lake Shore Drive.

Community Development Director DiTommaso stated "yes" in theory that is the intention.

Attorney Baird asked about preserving the view for the properties on the west side of Federal Highway.

Discussion continued regarding view, property value and the intention of the use of the property.

Attorney Baird explained where and why he placed a building model at the corner of Palmetto Drive and Federal Highway.

Planner Abraham provided feedback on the placement of single building at the corner of Palmetto Drive and Federal Highway and stated she would recommend that the entire parcel be filled up. She explained that because of the current use of the property any change to that parcel would be in the future, however the proposed overlay should still be put in place for the entire corridor as to provide an opportunity for that property in the future.

Community Development Director stated that another consideration is architecture and that there are architecture guidelines in place and staff's intention is to keep those architectural guidelines for the mixed-use development. However, there is room to explore more intense architectural guidelines.

Attorney Baird suggested creating a mixed-use district rather than an overlay. He stated that if it is an overlay over the existing zoning the property owner may or may not use the overlay.

Planner Abraham stated that the vision with this overlay is that it is an option and that the property owner does not have to redevelop into a mixed-use.

Attorney Baird suggested that a mixed-use district be created and when a property owner wants to redevelop to a mixed-use they would adopt the mixed-use zoning district.

Town Manager Sugerman stated that is something that staff can evaluate.

Mayor DuBois asked if a property owner where to come in with a proposal of residential only with no mixed-use how and could they proceed with the development.

Planner Abraham explained that mixed-use would have to be included.

Attorney Baird explained that the property owner could submit to change the zoning from commercial to residential if they did not want to create a mixed-use development.

Town Manager Sugerman stated that he noticed that no one put any buildings on the green space or the Marina. He stated that both of these areas are unique and requested feedback from the Commission regarding these two (2) areas.

The Commission discussed development at Lake Shore Park and Kelsey Park.

Planner Abraham stated that the Lake Shore Park and Kelsey Park, and the Marina areas is what makes this area a prime area for mixed-use because two (2) of the main components of mixed-use are open space and green space. It fulfills the play part of the live, work and play concept of mixed-use development and create more usage of these areas.

The Commission discussed development at the Marina.

Town Manager Sugerman asked if any of the Commissioners objected to a height of ten (10) stories along Federal Highway.

Commissioner Flaherty stated that ten (10) stories are a little tall.

Mayor DuBois stated that the twenty (20) story development south of the Town is disconnected from the surrounding community.

Commissioner Rapoza stated that she would rather see a ten (10) story building by the Marina with complementary buildings rather than further north on Federal Highway.

Community Development Director DiTommaso stated that the Marina block is interesting because of its location and surroundings. She stated that there is opportunity to treat the block adjacent to the Marina differently than the rest of the corridor.

Commissioner O'Rourke stated that the Town has an interlocal agreement with the County to develop the Marina and that must be kept in mind when thinking about developing that area.

Discussion continued regarding development at the Marina.

Community Development Director DiTommaso asked what the height limitation should be for the entire block adjacent to the Marina.

Mayor DuBois asked where the Town maxes out for services for garbage, electricity and water.

Community Development Director DiTommaso stated that currently the Town is at 20 units per acre. She stated that the Comprehensive Plan would have to be changed if a proposal came through with eight (8) or ten (10) stories.

Mayor DuBois stated that it could be higher than ten (10) stories and not negatively impact any of the neighbors except for additional traffic and people.

Vice-Mayor Glas-Castro stated that because there are buildings with some historical significance in the corridor to provide an incentive to preserve those buildings and allow those development rights to be transferred or other opportunities to preserve the historical buildings and encourage redevelopment.

Community Development Director DiTommaso provided the proposed language for the Neighborhood Mixed-Use Development Overlay (see attached Exhibit "D").

- **Concluding Remarks**

Community Development Director DiTommaso explained that the Planning and Zoning Board will be having a similar style workshop. After this workshop staff will begin crafting language in the next few months and in five (5) to six (6) months the proposed language will start moving through the public hearing process.

Mayor DuBois asked about using real world partnering. He stated that there are some planning firms out there that actually sell things and actually build things whereas the Town receives whatever applications are submitted. He stated that there are entities in Palm Beach County that work with property owners and developers and asked about partnering with them at the same time to make something that is marketable.

Community Development Director DiTommaso encouraged the Commission to make comments and suggestions at any time.

Town Manager Sugerman commended the Community Development Department for their work.

PUBLIC COMMENT:
None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird had no comments.

Town Manager Sugerman had no comments.

Commissioner Flaherty asked who was involved in the previous two (2) workshops.

Community Development Director DiTommaso explained personal invitations were sent to all property and business owners along the corridor.

Commissioner Flaherty asked if they were receptive.

Community Development Director DiTommaso explained that the first workshop was theory based to provide the attendees with an understanding of what the Town is trying to do and there was some criticism and staff received some good feedback.

Town Manager Sugerman stated that at the first workshop there were four (4) or five (5) people who took the position of no because they like what they have and they do not want anyone else coming into this community and changing anything. He stated that some of their criticisms were well received and provided examples. He stated that these people were invited back to the second workshop and none of them came. He stated that it was valuable for staff to hear the criticisms and staff has now begun to create answers for these criticisms.

Commissioner Flaherty encouraged the public to reach out to the Commission and Town staff with their comments and questions.

Vice-Mayor Glas-Castro suggested that as the staff considers the regulations that staff use the guideline approach as used for Downtown Fort Lauderdale rather than the regulatory standard approach used by the Palm Beach County for Urban Redevelopment Area (URA). She stated that people are annexing out of the County and into Palm Springs so that they do not have to deal with the URA regulations. She explained the difference between guidelines and standards.

Mayor DuBois stated that when this workshop was suggested that he thought there might be some push back from community members as experienced in the past when there have been other development opportunities.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 10:05 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014 **Agenda Item No.**

Agenda Title: The Federal Highway Corridor and Opportunities for Mixed-Use Development Through a Mixed-Use Design District Overlay.

[X] **SPECIAL PRESENTATION/REPORTS** [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __READING
[ ] NEW BUSINESS
[ ] OTHER:

Approved by Town Manager DSS **Date:** 12/27/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: $0 Funding Source: Acct. [ ] Finance _____	**Attachments:** ➔ **Mixed-Use Life Cycle** ➔ **Mixed-Use Examples** ➔ **"Current Code vs. Proposed Code" Spreadsheet**
Advertised: Date: N/A Paper: [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone Or Not applicable in this case __ND__ **Please initial one.**

Summary Explanation/Background:

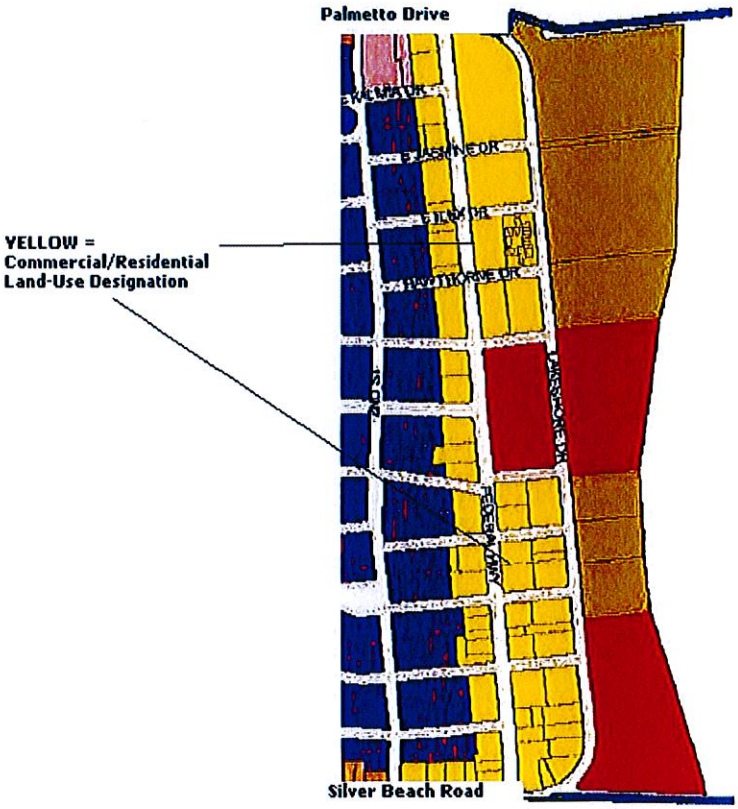
Since the 1990's, many cities, towns and villages have been incorporating mixed-use development options within their respective municipalities in order to boost their individual economies. Some benefits of mixed-use development include:

- greater housing variety
- reduced distances between housing, workplaces, retail businesses, and other amenities and destinations
- more compact development, land-use synergy (e.g. residents provide customers for retail which provide amenities for residents)
- stronger neighborhood character, sense of place
- walkable, bike-able neighborhoods, increased accessibility via transit, both resulting in reduced transportation costs

Mixed-use development by definition is:

> "Any urban, suburban or village development, or even a single building, that blends a combination of residential, commercial, cultural, institutional, or industrial uses, where those functions are physically and functionally integrated, and that provides pedestrian connections"

This means that rather than having neighborhoods develop with residential on one side and commercial on another side, similar to Lake Park's historical layout, mixed-use allows for a combination of residential and commercial within the same development. Naturally, these types of development patterns are not suitable in all areas, therefore staff will use this workshop to explain zoning, land-use, and mixed-use development, as well as take this opportunity to explore staff's recommendation of a Mixed-Use Design District Overlay for the Federal Highway corridor which extends from Palmetto Drive to Silver Beach Road, and includes the west side of Lake Shore Drive. The Federal Highway "corridor" can be seen in yellow below:



On November 13, 2013, a stakeholder meeting was held with property owners and business owners along Federal Highway and the west side of Lake Shore Drive. At this meeting, which was more theory-based, staff provided a presentation on Zoning, Land-Use and Mixed-Use development and welcomed any and all discussion.

The November 13 meeting was scheduled in order to provide a better understanding of mixed-use development and clearly differentiate between ***private property development versus staff's limited ability to incorporate code language related to mixed-use development. The mixed-use development code language, if adopted by the Town Commission, would provide an added option to those looking into redeveloping their properties.***

A second stakeholder meeting was then held on December 12. This meeting was more hands-on and utilized an aerial map and building models that participants were able to manipulate and use as visual tools while staff reviewed the various property development regulations that would need to be modified in the Town's Code of Ordinances in order to create a Mixed-Use development option (for example, building heights; building setbacks; landscaping; parking etc).

The timing of this Town Commission workshop blends perfectly with staff's timeline which provided for a Town Commission public workshop immediately following the initial stakeholder meetings.

Recommended Motion: NOT APPLICABLE. FOR DISCUSSION ONLY.

Mixed-Use Life Cycle

Exhibit "B"

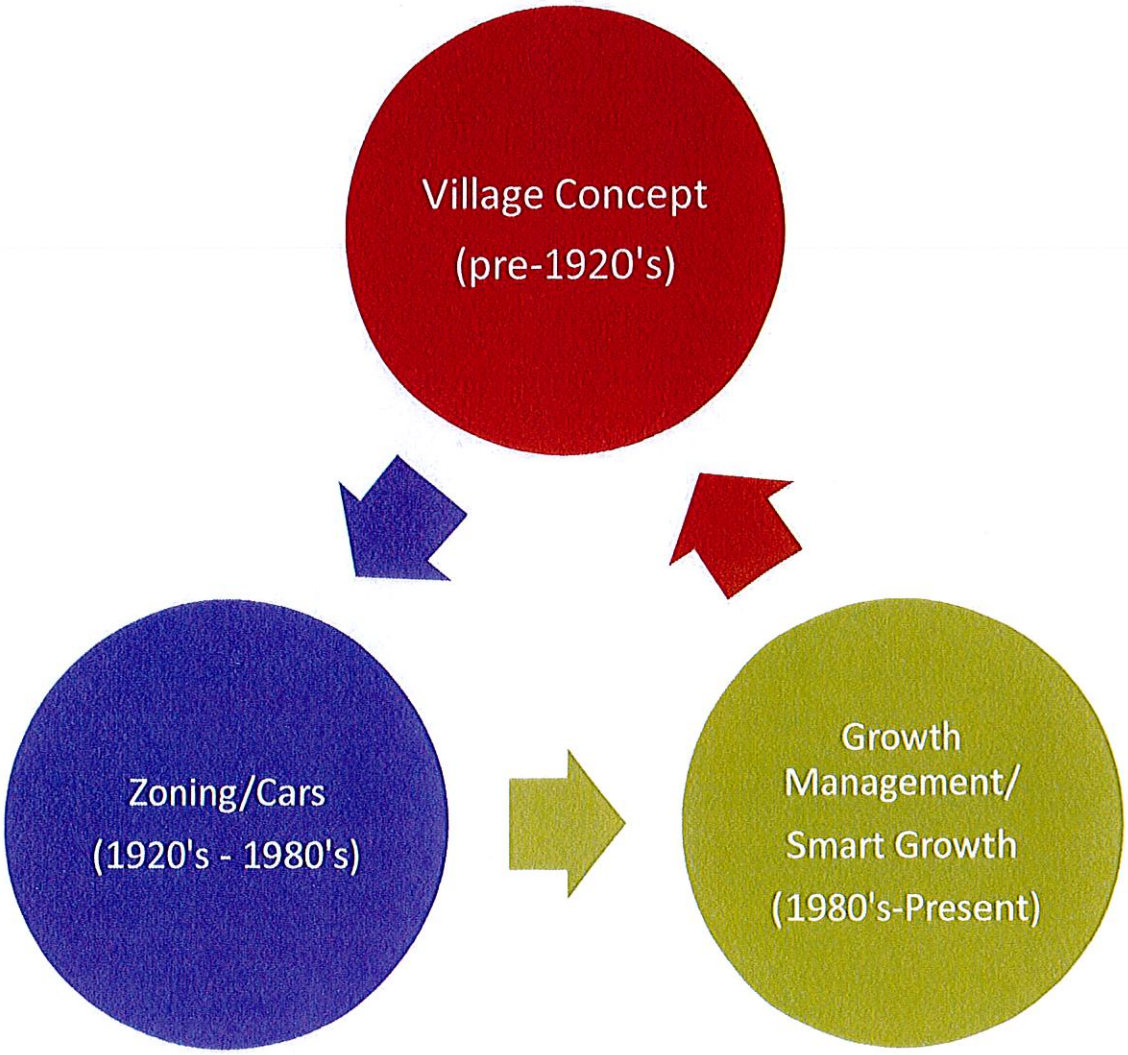
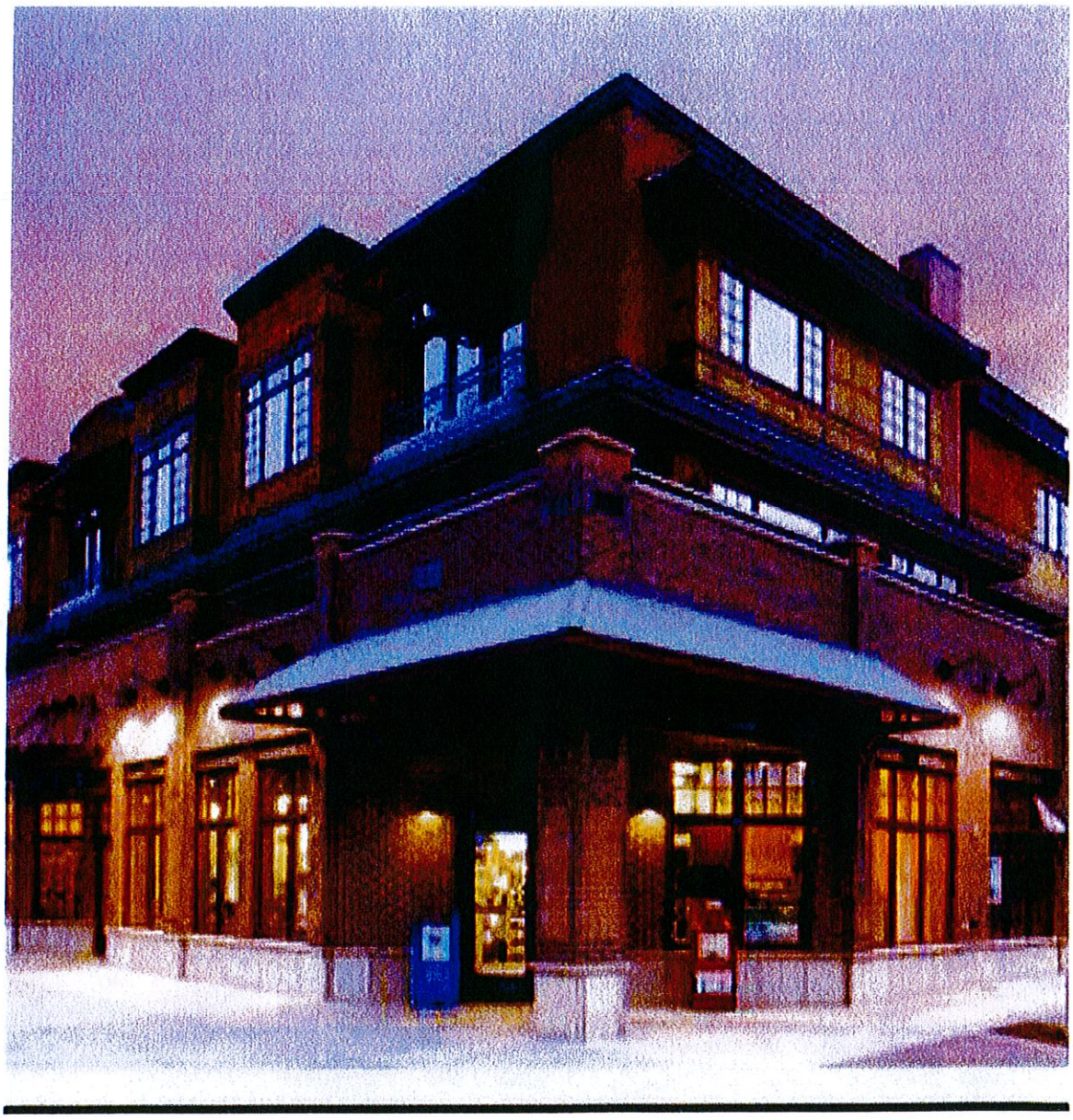


Exhibit "C"

Mixed-Use Examples

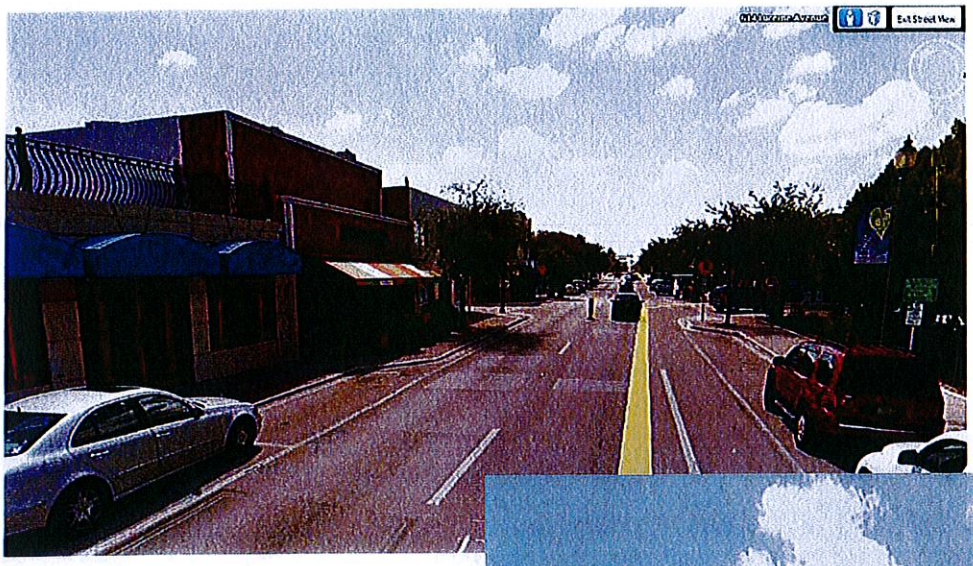


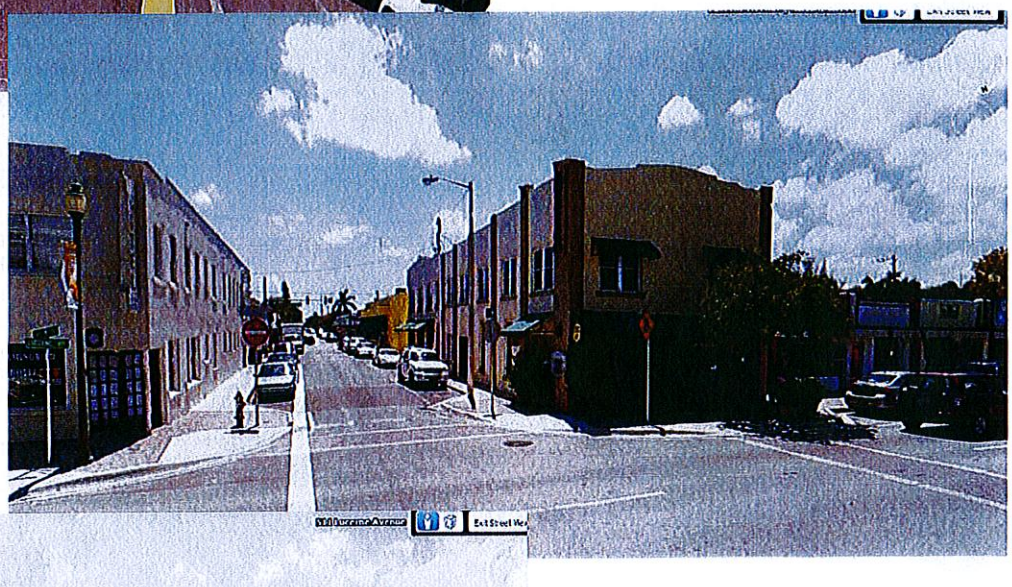
BOYNTON BEACH – RENAISSANCE COMMONS

FORT LAUDERDALE – US-1/BROWARD BOULEVARD

FORT LAUDERDALE - LAS OLAS BOULEVARD

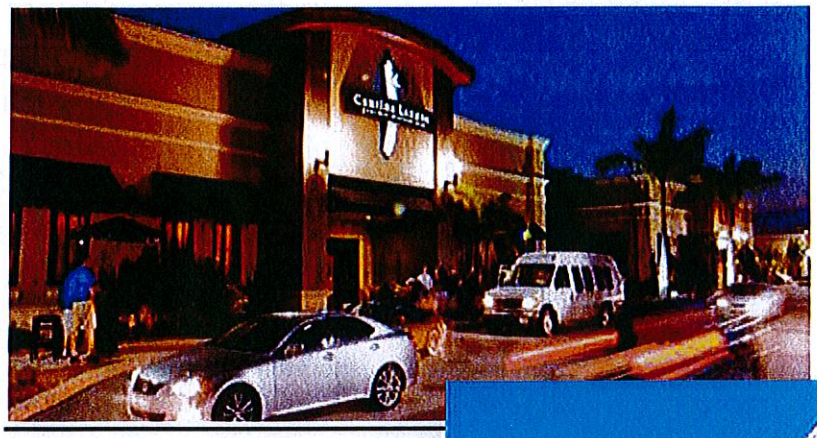
LAKE WORTH

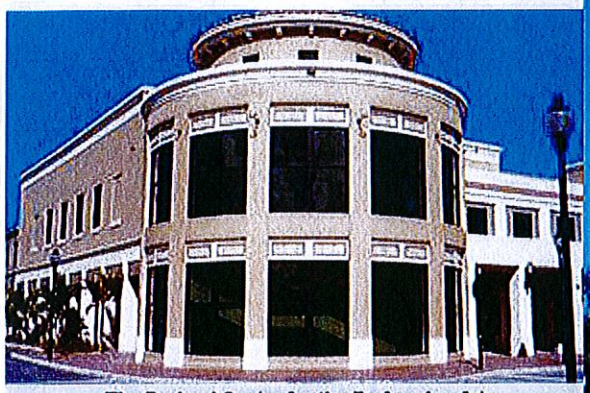




WEST PALM BEACH – CITYPLACE

MIDTOWN PGA – PALM BEACH GARDENS





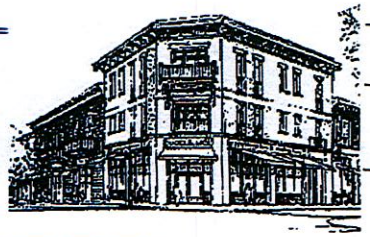
The Borland Center for the Performing Arts

JUPITER – HABOURSIDE VILLAGE (US-1/INDIANTOWN ROAD)

NEIGHBORHOOD MIXED-USE DEVELOPMENT OVERLAY

	CURRENT CODE	PROPOSED CODE LANGUAGE
USES	Range of Commercial & Residential Uses	Expand on existing uses to promote mixed-use
HEIGHT LIMITATIONS	R-1, R-1, C-1 & C1-B: 2 stories (or 30 feet)	8 stories (or 100 feet) for structures facing Federal Hwy on east side; 3 stories on west side Federal Hwy & Silver Beach; 6 stories for structures facing Lake Shore Drive. 8 stories is consistent with residential building on the east side of Lake Shore Drive
SETBACKS (Commercial Districts)	Front: 25 ft Side: 10 ft ; Side Street: 15 ft Rear: 15 ft	Incorporate a *build-to-line* for buildings fronting Federal Hwy in order to connect the buildings to the street. Regulate Lake Shore Drive setbacks by utilizing underlying zoning district setbacks. Developments neighboring residential parcels to have increased setback requirements.
LANDSCAPE BUFFERS; # PLANTINGS; OPEN SPACE	Width: 15 feet along street front and 8 feet on an interior lot line #Plantings: 1 shade tree per 20 ft street frontage; 1 per 40 interior lot lines; parking island trees	Reduced widths and increased # of plantings. Increased parking area shade tree distance and increase # plantings at entrances and intersections. Utilize point system open space calculation. Provide credit for proximity to parks/public spaces & alternative forms of open space. Developments neighboring residential parcels will have increased landscape buffer requirements.
REQUIRED PARKING	Based on Use per Table 78-142 in the Town Code	Promote Shared Parking/Cross-Access drives; reduced parking space dimensions; promote rear parking areas and interior (and fully screened) 2nd to 4th storey parking garages (1st floor prohibited)
ARCHITECTURE	*Design Guidelines* *varied rooflines *no blank walls *parapets/arcades/columns *complementary color palette *varied materials *fenestration/façade articulation	Utilize existing architectural standards and expand upon them for primary and accessory structures and fences/walls
STREETSCAPE REQUIREMENTS	Not specifically regulated as a comprehensive category	Making it a requirement through a corridor master plan: *Street trees *Overhead Lighting *Infill Compatibility *Outdoor Cafes/Seating/Similar Features *bicycle lane/sidewalks/pedestrian amenities

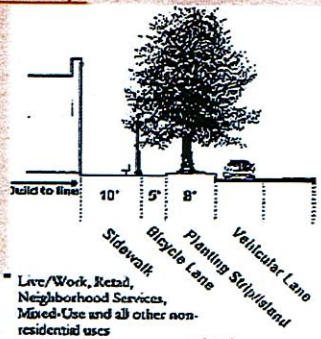
Utilities; Trash Containment; Traffic Counts and all Concurrency Standards Will Be Considered



HOW TO?

**How can we encourage and implement a pedestrian-friendly corridor?
**How can we enhance corridor identity?
**How can we promote diverse development while integrating the development into the existing neighborhood?

**What is a "build to" line and why is it preferred over regular setbacks?
**How can we simplify the types of uses that can be developed?
**How can development promote walkability?



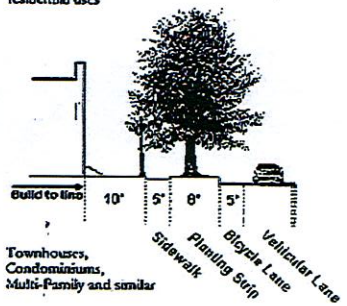


Exhibit "D"

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2013 **Agenda Item No.** Tab 4

Agenda Title: Regular Commission Meeting Minutes of February 5, 2014

[ ] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 2/10/14

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Minutes** **Exhibit "A"** **Exhibit "B"**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case SC **Please initial one.**

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission meeting minutes of February 5, 2014.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 5, 2014, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Presentation to the Town of Lake Park of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association **Tab 1**

D. PUBLIC COMMENT:

This time is provided for addressing 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.

E. 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.

2. Resolution No. 02-02-14 Establishing the General Mayoral Election Tab 2
3. Resolution No. 03-02-14 Assigning Poll Workers for the General Mayoral Election Tab 3

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
4. Ordinance No. 02-2014 Amending Ordinance 05-2012 Duties of the Town Manager Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES"; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 ENTITLED " POWERS AND DUTIES OF TOWN MANAGER"; PROVIDING FOR THE AMENDMENT OF SECTION 2-87 ENTITLED "POWERS AND DUTIES OF TOWN ATTORNEY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:
5. Ordinance No. 01-2014 An Ordinance Proposing Modifications to Section 78-251 (C)(2) and 78-251 (E) of the Town Code Providing for an Administrative Approval Process for Nonconforming Parcels Proposing Site Modifications that Do Not Meet the Definition of a Substantial Modification. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:
None

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 19, 2014

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 5, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 5, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. Presentation to the Town of Lake Park of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association

The plaque was presented by Town Manager Dale Sugerman to Blake Rane, Finance Director, and the Finance Department.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. Resolution No. 02-02-14 Establishing the General Mayoral Election
3. Resolution No. 03-02-14 Assigning Poll Workers for the General Mayoral Election

Motion: A motion was made by Commissioner O'Rourke to approve the Consent Agenda; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

4. Ordinance No. 02-2014 Amending Ordinance 05-2012 Duties of the Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES"; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 ENTITLED " POWERS AND DUTIES OF TOWN MANAGER"; PROVIDING FOR THE AMENDMENT OF SECTION 2-87 ENTITLED "POWERS AND DUTIES OF TOWN ATTORNEY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Sugerman explained the item (see attached Exhibit "A").

Commissioner O'Rourke stated that in section two (2) of the Ordinance it proposes to delete the requirement that department heads submit a monthly report to the Town Manager's Office. He explained that it is his understanding that this requirement was put in as a transparency provision. He asked how does redacting this paragraph assist the Commission in staying informed about the operations of the Town.

Town Manager Sugerman stated that he is not sure that redacting the paragraph assures the Town Commission is going to get any more transparency than it already gets in the monthly written report by the Town Manager. All of the information in the monthly report is available upon request. He explained that the filing of the monthly reports actually seems to be a duplicative effect of what is going on elsewhere.

Commissioner O'Rourke asked if staff meetings are held more than once a month.

Town Manager Sugerman stated that staff meetings are held weekly and the Commission has been invited to attend staff meetings one at a time. He explained that he writes a full and complete monthly report. He believes that the Code language is a carryover from prior administrations where there was a concern that the information coming out of the Town Manager's office may not have been getting to the Commission. This was a way to have the information get to the Town Commission because the Town Manager was not allowed to touch or modify it. He stated that he operates with full transparency and that all the information is available to the Town Commission.

Commissioner O'Rourke stated that one of the reasons he would support changing the Town Manager spending authority from $5,000 to $10,000 is that there is a monetary benefit to the Town because the delay to have the expenditure approved by the Commission has cost the Town time and money in the past.

Town Manager Sugerman stated that Commissioner O'Rourke's comments are accurate. He explained that it is not so much about his ability to spend because he believes he has demonstrated fiscal responsibility. It is that at a threshold of $5,000 many purchases that

are necessary for ongoing operations have to wait upwards of six (6) weeks to get placed on a Town Commission agenda so that the Commission can decide to expend the funds. He explained that this delay costs the Town money and staff time.

Commissioner O'Rourke asked how this spending authority compares to other municipalities.

Town Manager Sugerman stated that in his experience that $5,000 is the lowest and $10,000 tends to be a bit low as well. He stated that in his previous municipality, which is 1/3 the size of Lake Park, his spending authority limit was $25,000 and prior to that he had a position with a spending authority of $50,000. He stated that there are other municipalities with spending authorities as high as $100,000 for the Town Manager. He stated that if the threshold is too low it forces more and more things to be delayed and more time and energy to place items on the Commission agenda. The Town may lose out on things because the threshold is so low. He stated that even at $10,000 the Town is significantly lower than other communities in Palm Beach County.

Commissioner O'Rourke stated that there is an issue in this Town from past experiences and as a result there is deep concern about transparency but thinks Town Manager Sugerman should be commended for his transparency. He suggested that the change should be changed to $15,000. He stated that Town Manager Sugerman and staff should be commended for the way the Town is being operated.

Commissioner Flaherty asked about the change in language from "is encouraged to" to "shall" actively seek out potential grant monies and stated that he is glad to see that change. He asked when the grants are identifies who is working on those grants.

Town Manager Sugerman stated that it is a variety of staff members and that it depends on what the grant application is for such as grants for the Marina are worked on by the Marina Director. He reviews every grant application before it is submitted to the Commission for approval.

Vice-Mayor Glas-Castro asked Mayor DuBois if he was on the Commission when the $5,000 spending authority was adopted.

Mayor DuBois stated that he does not remember if he was on the Commission at that time.

Town Manager Sugerman stated that the $5,000 spending authority was established two (2) months before he became the Town Manager.

Mayor DuBois suggested that as a practice and not part of the Ordinance that the Town Manager in the monthly report advise of any expenditures over $5,000 and asked if that would be onerous.

Town Manager Sugerman stated that it would not be onerous and if desired a report of all monthly expenses could be provided.

Motion: A motion was made by Commissioner O'Rourke to approve Ordinance 02-2014 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty		X	
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-1.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

5. Ordinance No. 01-2014 An Ordinance Proposing Modifications to Section 78-251 (C)(2) and 78-251 (E) of the Town Code Providing for an Administrative Approval Process for Nonconforming Parcels Proposing Site Modifications that Do Not Meet the Definition of a Substantial Modification.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Sugerman explained the item (see attached Exhibit "B").

Commissioner O'Rourke asked if with these changes a property owner would have to come to the Community Development Director for a feasibility ruling.

Town Manager Sugerman explained that the property owner would have to submit an application and the application will speak for whatever they are trying to accomplish. Staff will go through a typical review and the determination would be made as part of the review process. He stated that this Ordinance is attempting to take the simpler modifications and handle them administratively, more quickly and less costly to the applicant.

Vice-Mayor Glas-Castro commented that the Ordinance is very business friendly.

Motion: A motion was made by Commissioner O'Rourke to approve Ordinance 01-2014 on Second Reading; Commissioner Flaherty made the second.

Mayor DuBois stated that this Ordinance will ease the burden on businesses trying to conform to the Town's codes and that it is very business friendly and that he supports the Ordinance

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

NEW BUSINESS:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird provided an update on the status of the report from Professor Engstrom regarding the Town's election process. He stated that it appears that a phase two (2) analysis will be required to study the most recent Congressional and State House and Senate elections to determine voting trends and to perform interviews. Once Professor Engstrom has completed that he will be in a position to make a recommendation in terms of his findings.

Town Manager Sugerman asked if there are any further comments from the Commission regarding the Town's welcome video and any modifications they would like to see on the video. He stated that the video is ready to go into final production and post it on the internet.

Commissioner Flaherty asked if any changes were made based on previous comments made by the Commission.

Town Manager Sugerman stated that changes were made to the closing scene of the first video, and added some picturesque images of properties within Town. He stated that none of the changes were substantially except to make the look of the video nicer.

Commissioner Rapoza asked if there was anything that could be done to show more of the activities and sports and more of the business aspects of the Town.

Town Manager Sugerman explained that the base company doing the video is a real estate company selling single family homes and what they are promoting for the most part is a park friendly community with lots of activities for families, nice residential neighborhoods and some shopping. They are not promoting any particular types of businesses and the business community shots for the most part are generic.

Mayor DuBois thinks that they got 90% of what they were asking for in the video.

Commissioner Rapoza stated that they did a great job of capturing the beauty of Lake Park.

Town Manager Sugerman stated that the video mostly focuses on the residential side and the quality of life issues.

Mayor DuBois suggested getting with the Chamber of Commerce to concentrate on the business side. He stated that he had no further comments.

Commissioner Rapoza stated that she has no further comments.

Commissioner Rapoza congratulations to Commissioner Flaherty regarding the delivery of produce to the Club 100 Charities at the Community Church and that she believes it will develop a good partnership. She announced that on April 5, 2014 there will be a Chili Cook-off in partnership with the Lake Park Kiwanis Club. She stated that volunteers will be needed. She stated that the Trawler Fest will be February 26 – 28, 2014 at the Marina.

Commissioner Flaherty stated that the reason he voted nay on Ordinance No. 02-2014 Amending Ordinance 05-2012 Duties of the Town Manager is because he enjoyed receiving the monthly reports from staff and that he was in tune with the prior Commission and the meetings that they had about the limit on the spending. He stated that he would have like to have seen the spending limit stay a little bit lower. He asked who has qualified to run for Mayor.

Town Clerk Mendez stated that there are two (2) qualified candidates James DuBois and Steve Hockman.

Commissioner O'Rourke stated that the Pirate Fest was a lot of fun. He stated that in the monthly report from the Finance Department it states that the Town of Lake Park is no longer in a state of fiscal emergency by the State of Florida and that he thinks that is a significant accomplishment.

Vice-Mayor Glas-Castro thought that Pirate Fest was an wonderful event and asked how it was from a Town staff prospective and if there were issues or complaints.

Town Manager Sugerman stated that only one (1) phone call complaint was received stating that they did not like the type of music being played after 6:30 pm. He explained that a full written report was received from the Palm Beach Sheriff's Office (PBSO) and there were no incidents, no arrests, traffic and parking were not a problem and that enough officers were deployed. He stated that PBSO recommended, for future Pirate Fest events, that the same type of protocol be carried forward. He stated there was a little additional trash but it could be dealt with by staff. He thinks overall Pirate Fest was a success from the Town's prospective.

Vice-Mayor Glas-Castro challenged the other Commissioners to a cook-off for the Chili Cook-off on April 5, 2014. This challenge would be amongst the Commissioner's only. She asked if the Planning and Zoning Board workshop start at a different time or if the Planning and Zoning Board meetings have been moved to 6:30 pm.

Town Manager Sugerman stated that the workshop started at a different time and that the normal time for Planning and Zoning Board meetings are 7:30 pm.

Mayor DuBois stated that the Pirate Fest, Trawler Fest, Chili Cook-off, Easter Egg Hunt, 4th of July, and Memorial Day events are more events than the Town has had in many years. He stated that they are not necessarily big events but, it's ok to have more smaller events. He thanked the Town staff for working through all the permits and having the events work out well. He thought the Pirate Fest this year was better than last year and a lot of fun. He asked the Commission if it was consensus for expenditures over $5,000 or $6,000 be included in the Town Manager monthly report.

The Commission reached a consensus to have expenditures over $5,000 be included in the Town Manager's monthly report.

He stated that judges are needed for the Chili Cook-off. He stated that judging is done as a double blind tasting and judges are needed for both chili and salsa. He stated that community service hours are available for youth volunteers for this event. He explained that more information can be obtained by e-mailing info@tromsi.com or visiting the website tromsi.com. The event will be held at Kelsey Park. He stated that he attended the Planning and Zoning Board workshop and meeting on February 3, 2014 and thanked the Planning and Zoning Board members for their work during the workshop and the questions that they asked. He stated that the Board brought up master planning and visioning for the entire Town and thinks it would not be a bad idea for the future. He stated that the Tommy Hutton Baseball Academy is now in full swing at Burt Bostrom Park. He asked if there is a process for Lake Park children to sign-up.

Town Manager Sugerman stated that it is his understanding that there is information about getting involved with the program on a banner on an outfield fence at the park.

Mayor DuBois asked if the information can be posted on the Town website.

Town Manager Sugerman stated "yes" and stated that there will be a competitive team tournament during the weekend of February 8 and 9, 2014.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:20 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 5, 2014 **Agenda Item No.** 4

Agenda Title: Amending Ordinance No. 05-2012 Duties of the Town Manager.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] **PUBLIC HEARING- ORDINANCE ON FIRST READING**
[ ] NEW BUSINESS/RESOLUTION
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/16/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: None Funding Source: Acct. N/A [ ] Finance _____	**Attachments:** Draft amendment to Ordinance No. 05-2012
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *DSS* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Recently, there has been discussion about adjusting the spending authority of the town manager such that it will only be necessary for the town manager to seek Town Commission approval for expenditures that exceed $10,000.00. The current spending authority was originally established by Ordinance No. 05-2012.

While looking at Ordinance No. 05-2012, besides the spending authority issue, there were also a few grammatical errors found which are now being proposed to be corrected, as well as some recommended modifications to the existing language of the ordinance. The proposed modifications deal with the filing of monthly reports, actively seeking grants, and being responsible for ensuring enforcement of the Town's laws and ordinances. All of the proposed modified language can be found in blue-lined legislative format attached hereto.

Recommended Motion: I move to approve Ordinance No. 02-2014.

Town of Lake Park Town Commission

Exhibit "B"

Agenda Request Form

Meeting Date: February 5, 2014 **Agenda Item No.** 5

Agenda Title: AN ORDINANCE PROPOSING MODIFICATIONS TO SECTIONS 78-251 (C)(2) AND 78-251 (E) OF THE TOWN CODE OF ORDINANCES PROVIDING FOR AN ADMINISTRATIVE APPROVAL PROCESS FOR NONCONFORMING PARCELS PROPOSING SITE MODIFICATIONS THAT DO NOT MEET THE DEFINITION OF A SUBSTANTIAL MODIFICATION.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON 2nd READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/21/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$175.44** Funding Source: **Town Clerk** Acct. **#106-48100** [ ] Finance _____	**Attachments:** **→ORDINANCE 01-2014** **→Legal Ad**
Advertised: Date: **01-19-2014** Paper: **Palm Beach Post** [ ] 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 ND or Not applicable in this case ___ **Please initial one.**

Summary Explanation/Background:

As the economy has begun to pick up, the Community Development Department has seen an increase in residential and commercial property owners desiring to improve their properties. Currently, any single-family, two-family, or three-family owner of a structure seeking to improve their property (whereby the value of the improvement is greater than $5,000), is subject to all of the provisions of the entire landscaping code. Similarly, all commercial properties seeking to do something as simple as repaving their parking lots, regardless of the value of the paving, are subject to the provisions of the entire landscaping code. Most existing properties in Town were not originally built with all of the extensive landscaping provisions required in the Code as it is written today.

The Code, as it is currently written, actually serves as a hindrance for property owners who want to make relatively simple improvements to their property. Requiring these properties to meet all of the landscaping conditions in the Code, and if they cannot meet them, forcing the property owner to apply for variances from the Code provisions, seems unreasonable as this would require a public hearing process with significant application fees and a minimum 2-month approval process.

It is not unreasonable to assume that if a property owner chooses to renovate, modify, or if it suffers damage to the extent that the proposed improvements are in excess of fifty (50) percent of the property's assessed value, that the full landscaping Code must be complied with and if not, a variance request must be sought. However, if a property owner is simply looking to beautify their site through a minor improvement, staff is proposing the following modification to the Code, which would still require compliance with as much of the landscape code as is possible, but through an administrative approval process, rather than a legislative approval process. The proposed changes to the Code would give the Community Development Director (or designee) administrative authority to approve landscaping plans for minor improvements to property within the Community, but only to the extent that those minor improvements are physically feasible:

Section 78-251. Landscaping generally

(c) *Applicability.*

(1) The standards contained in this section shall apply to all property within the town.

(2) Nonconforming parcels.

a. Any parcel of land, with the exception of nonconforming parcels on which single-family, two-family or three-family dwellings exist, must conform with the requirements and regulations of this article and chapter, regardless of the date of the erection of the structure.

This Section provides an exception for single-family, two-family and three-family dwellings that are simply looking to improve their parcels, but do not classify as a substantial renovation.

b. Nonconforming parcels of real property on which single-family, two-family or three-family dwellings exist must comply with the landscape requirements of this article whenever 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 $5,000.00 or more. Provided however that, nonconforming parcels shall incorporate only those landscaping requirements determined by the Director of Community Development to be feasible based on existing site conditions. Financial hardships shall not be considered to be a site condition which would alleviate a property owner's compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect.

c. Nonconforming parcels of real property shall be subject to the landscape requirements of this article, should they seek any expansion, ~~or should they suffer damage in excess of 50 percent of their appraised value~~ modification, or where the property has been damaged based on the following criteria:

(1) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or

(2) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, over three calendar years, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector.

d. If it is impossible to satisfy the landscape requirements of a nonconforming parcel, the town *may* designate the town manager or his/her designee to mitigate the nonconformity 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 groundcovers for the improvement of the town's public parks, ball fields or other parcels that might be designated to satisfy the extent of the nonconformity.

(…)

(e) *Application and permit required.*

(…)

This Section provides an exception for commercial properties that are simply looking to improve their parcels, but do not classify as a substantial renovation.

(4) Except for single-family, ~~and~~ two-family and three-family dwellings, prior to the issuance of any permit for paving, a ~~development~~ landscape permit application shall be submitted to the community development department. The landscape application shall be subject to the Community Development Department's review and approval. Provided however, nonconforming parcels shall incorporate only those landscaping requirements that are feasible based on existing site conditions. Financial hardship shall not be considered to be a site condition which would alleviate the property owner from compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect. No permit shall be issued for paving unless the application complies with the provisions hereof, and no final certificate of occupancy or completion shall be issued until the landscaping is complete and passes a final inspection by the town. ~~It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved plans and the requirements hereof.~~

TOWN COMMISSION 1st Reading (January 15, 2014): Approval 5-0

Recommended Motion: I move to ADOPT Ordinance 01-2014 on second reading.

Ordinance on Second Reading

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 5

Agenda Title: Amending Ordinance No. 05-2012 Duties of the Town Manager.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] **PUBLIC HEARING- ORDINANCE ON SECOND READING**
[ ] NEW BUSINESS/RESOLUTION
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 2/6/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: None Funding Source: Acct. N/A [ ] Finance _____	**Attachments:** Final amendment to Ordinance No. 05-2012
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *DSS* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Recently, there has been discussion about adjusting the spending authority of the town manager such that it will only be necessary for the town manager to seek Town Commission approval for expenditures that exceed $10,000.00. The current spending authority was originally established by Ordinance No. 05-2012.

While looking at Ordinance No. 05-2012, besides the spending authority issue, there were also a few grammatical errors found which are now being proposed to be corrected, as well as some recommended modifications to the existing language of the ordinance. The proposed modifications deal with the filing of monthly reports, actively seeking grants, and being responsible for ensuring enforcement of the Town's laws and ordinances. All of the proposed modified language can be found in blue-lined legislative format attached hereto.

Recommended Motion: I move to approve Ordinance No. 02-2014.

ORDINANCE NO. ~~05-2012~~ -2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES"; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 ENTITLED "~~TO~~ POWERS AND DUTIES OF TOWN MANAGER"; PROVIDING FOR THE AMENDMENT OF SECTION 2-87 ENTITLED "POWERS AND DUTIES OF TOWN ATTORNEY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING 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, Chapter 2, Article III, of the Town Code establishes certain powers and duties of the Town Manager and Town Attorney; and

WHEREAS, Section 2-82 of the Code of Ordinances of the Town of Lake Park sets forth the specific powers and duties of the Town Manager; and

WHEREAS, the Town Commission has determined that it is necessary and advisable to amend Section 2-82 of the Code of Ordinances of the Town of Lake Park with respect to the powers and duties of the Town Manager; and

WHEREAS, Section 2-87 of the Code of Ordinances of the Town of Lake Park sets forth the powers and duties of the Town Attorney; and

WHEREAS, the Town Commission has determined that it is necessary and advisable to amend Section 2-87 of the Code of Ordinances of the Town of Lake Park with respect to the powers and duties of the Town Attorney.

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

Section 1. The whereas clauses are incorporated herein as true and correct.

Section 2. Section 2-82 of the Code of Ordinances of the Town of Lake Park is hereby amended to read as follows:

The town manager shall be the chief administrative officer of the municipal government under the general supervision of the town commission. The town manager shall abide by the policies established by the town commission through ordinances, resolutions, and specific motions. The town manager shall:

(1) Appoint, hire, discipline, and remove all employees and department heads of the town, in accordance with the town's established employee policies and procedures.

(2) Direct and supervise the administration of all departments, and provide staffing for the appointed boards, committees, and agencies of the town, as necessary or directed by the Commission. ~~The Town Manager shall direct all department heads to file monthly reports with the office of town manager. The town manager's office shall collect and forward these reports to the Town Commission without correction of modification. The town manager may issue comments regarding any of these reports.~~

(3) Prepare, with the assistance of the finance director an annual budget, and present same to the town commission with a message describing the important features, and be responsible for its administration after adoption.

(4) Prepare and submit to the town commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the town commission.

(5) Keep the town commission advised of the financial condition and future needs of the town, and make such recommendations as may be desirable on a timely basis. The town manager ~~is encouraged to~~ shall actively seek out potential grant monies that may be available to support town projects.

(6) Recommend to the town commission a standard schedule of pay for all town positions, including minimum and maximum rates of pay. Recommend in consultation with the town attorney appropriate action with respect to negotiation, approval, and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the commission in proper sessions.

(7) Recommend to the town commission, from time to time, the adoption of such ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.

(8) Organize, reorganize, consolidate, combine or abolish positions, offices, department divisions or departments of the town with the approval of the town commission.

(9) Attend meetings of the town commission, town committees and boards, and other town meetings, as the town manager deems necessary, or as directed by the town commission. At such meetings, the town manager shall have the right to take part in the discussion, but without having a vote.

(10) Serve as purchasing agent for the town, responsible for overseeing the purchase of equipment and supplies; with the exception of attorneys, recommend to the commission the retention of such engineering, consulting and other professionals to provide contractual services for the town; and the disposal of surplus personal property. ~~Contracts~~

The purchase of any ~~for~~ goods ~~and~~ or services exceeding $ ~~5~~10,000.00 requires approval of the town commission.

(11) Provide staff support services for the mayor and commission members. These services are limited to those necessary in support of town activities.

(12) In consultation with the Town Attorney, be responsible for ensuring enforcement of the Town's laws and ordinances.

(13) Investigate the affairs of the town, or complaints regarding any department or division; investigate all complaints in relation to matters concerning administration; investigate complaints regarding service maintained by public utilities, and see that all terms and conditions imposed in favor of the town in any franchise, contract or agreement are faithfully observed.

(14) Devote all working time to the discharge of official duties.

(15) Perform such other duties as may be required by the commission not inconsistent with the town Charter, state law or applicable ordinances.

Section 3. Section 2-87 of the Town Code is hereby amended as follows:

Section 2-87. Powers and Duties of the Town Attorney

The Town Attorney shall be appointed and removed at the sole discretion of the town commission by a four – fifths majority vote. The terms of the Town Attorney's employment shall be established by a contract. The town attorney shall act as the legal advisor of the Commission and shall be responsible for all of the town's legal affairs, including, its appointed boards or committees and officers and employees concerning their official duties. The Town Attorney shall be responsible to the Commission for recommending the retention of any Special Counsel he determines to be necessary and in the best interests of the town, or in the event of a conflict. The Town Attorney shall review the form of all contracts, resolutions, and ordinances for legal sufficiency and approve of same before the document is acted upon by the Commission.

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

Section 5. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words "ordinance," "section," "article," or "paragraph" may be changed to provide for continuity.

Section 6. Severability. If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

NEW BUSINESS

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 6

Agenda Title: Resolution to Change the Employee Pension Plan and Deferred Compensation Plan Administrator from the Variable Annuity Life Insurance Company to the International City/County Management Association – Retirement Corporation

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 2/4/14

BLAKE RANE, FINANCE DIRECTOR
Name/Title BAMBI MCKIBBON-TURNER, HUMAN RESOURCES DIRECTOR

Originating Department: **Finance and Human Resources**	**The Total value of the Town's contribution to the employees' pension plans is $98,473, which is already budgeted for Fiscal Year 2014** **Acct. # Various Accounts** **[x] Finance** BKR	**Attachments:** Resolution; Administrative Service Agreement appointing ICMA-RC as the administrator of the Town's employee 401(a) pension plan; Administrative Service Agreement appointing ICMA-RC as the administrator of the Town's employee 457(b) deferred compensation plan; and, copy of the June 17, 2010 letter signed by the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO)
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** BMT or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Since 1998, the Variable Annuity Life Insurance Company ("VALIC") has served as the administrator of the Town-sponsored 401(a) defined contribution pension plan, which is the regular full-time employees' pension plan to which the Town contributes.

VALIC has also served as the administrator of the Town-sponsored 457(b) deferred compensation plan which is a voluntary opportunity for regular full-time employees to save toward their retirement on a tax deferred basis.

Staff believes that it is in the best interest of Town employees to change its Town-sponsored 401(a) pension plan and 457(b) deferred compensation plan from VALIC to ICMA-RC. ICMA-RC is not an unfamiliar pension plan administrator to the Town inasmuch as since 2008, they have administered an alternative 457(b) deferred compensation plan and since 2013 have administered the Vantagepoint Payroll Deduction Roth Individual Retirement Account.

Town management met with representatives of the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Union"), which is the collective bargaining unit for certain employee positions in the Town's Public Works Department and the Lake Park Harbor Marina, and their counsel to review the proposed change in pension plan administration services and they have approved the adoption of the ICMA-RC pension plan and deferred compensation plan to replace the Town's current plans, contingent upon approval by the Town Commission. A copy of the letter signed by the Union approving such adoption is attached. Town management has also met with all non-union general employees to discuss this proposal, and all employee feedback was positive.

Section 2-244(a)(1) of the Lake Park Code of Ordinances, the Town's Purchasing Policy and Procedures, provides that agreements between the Town Commission and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services are excluded from the Town's purchasing requirements. Inasmuch as ICMA-RC is a not-for-profit association, no Request for Proposals was necessary.

Recommended Motion: I move to approve Resolution 04-02-14

RESOLUTION NO. 04-02-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ADMINISTRATIVE SERVICES AGREEMENTS WITH THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION – RETIREMENT CORPORATION TO APPOINT THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION – RETIREMENT CORPORATION AS THE ADMINISTRATOR OF THE TOWN-SPONSORED 401(A) DEFINED CONTRIBUTION PENSION PLAN AND 457(B) DEFERRED COMPENSATION PLAN FOR THE BENEFIT OF TOWN EMPLOYEES AND THEIR BENEFICIARIES; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Town has employees who render valuable services; and

WHEREAS, the Town currently contributes to and sponsors a 401(a) defined contribution pension plan and a 457(b) deferred compensation plan for its employees through the Variable Annuity Life Insurance Company ("VALIC"); and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Administrative Services Agreements between the International City/County Management Association – Retirement Corporation ("ICMA-RC") and the Town for the administration of the Town-sponsored 401(a) defined contribution pension plan and 457(b) deferred compensation plan, copies of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B** respectively, and has determined that it is in the best interest of the Town and its employees to change the administrator of the Town-sponsored 401(a) pension plan and 457(b) deferred compensation from VALIC to ICMA-RC.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town hereby authorizes and directs the Town Manager to execute the Administrative Services Agreements between ICMA-RC and the Town attached hereto as **Exhibit A** and **Exhibit B** respectively for the administration of the Town-sponsored 401(a) defined contribution pension plan and 457(b) deferred compensation plan for its employees.

Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Town of Lake Park

Type: 401

Account #: 107889

BS

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2014 (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the Town of Lake Park ("Employer"), a Town organized and existing under the laws of the State of Florida with an office at 535 Park Avenue, Lake Park, Florida 33403.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with Florida Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide" and the accompanying VantageTrust Fund Fees and Expenses document ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any

law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.

(i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

(a) **Plan Administration Fee**. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.

(b) **Mutual Fund Services Fee**. There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's non-proprietary Trust Series funds.

(c) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds**. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment advisory services and plan and participant services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. For a Trust fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the Retirement Investment Guide and ICMA-RC's Fee Disclosure Statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

(d) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by

ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

(e) **Payment Procedures**. All payments to ICMA-RC pursuant to this Section 6 shall be made from Plan assets held by the Trust or received from third party mutual funds or their service providers in connection with Plan assets invested in such third party mutual funds, to the extent not paid by the Employer. The amount of Plan assets held through the Trust shall be adjusted by the Trust as required to reflect any such payments as are made from Plan assets invested in the Trust. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set forth in this section 6 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

7. Contribution Remittance

Employer understands that amounts invested through the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without

penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan number 107889

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

TOWN OF LAKE PARK

By _____ Date _____
Signature

_____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities

markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp

(j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.

(k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.

(m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.

(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

EXHIBIT B

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Town of Lake Park

Type: 457

Account #: 307143

BS

Plan number 307143

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2014 (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the Town of Lake Park ("Employer"), a Town organized and existing under the laws of the State of Florida with an office at 535 Park Avenue, Lake Park, Florida 33403.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with Florida Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide" and the accompanying VantageTrust Fund Fees and Expenses document ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any

law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.

(i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

(a) **Plan Administration Fee**. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.

(b) **Mutual Fund Services Fee**. There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's non-proprietary Trust Series funds.

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ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

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8. Indemnification

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This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without

penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

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ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

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14. Incorporation of Schedules

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15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan number 307143

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

TOWN OF LAKE PARK

By _____ Date _____
Signature

_____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

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(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities

markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp

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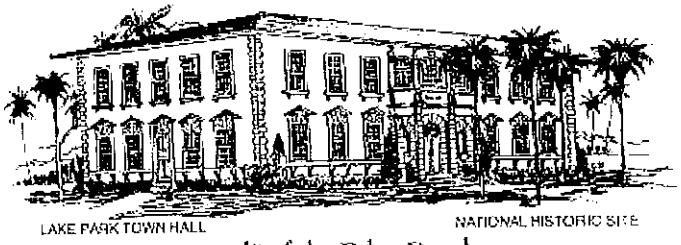
(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

The Town of
Lake Park
Office of the Town Manager



"Jewel" of the Palm Beaches

Copy

June 17, 2010

Mr. Guy Masters
Business Representative
Federation of Public Employees
1700 NW 66th Avenue
Suite 100-A
Plantation, Florida 33313

Subject: Adoption of International City/County Management Association Pension Plan and Deferred Compensation Plan

Dear Mr. Masters:

On August 31, 2009, we met with you and Attorney Kathleen Phillips for the purpose of negotiating with the Federation of Public Employees the adoption of the International City/County Management Association (ICMA) pension plan and deferred compensation plan to replace the Town's current pension plan and deferred compensation through VALIC. Subsequent to this meeting, we provided documentation to Ms. Phillips that she had requested.

In follow-up to such meeting, a conference call took place on June 9, 2010 between you, Attorney Kathleen Phillips, Finance Director Anne Costello, and Human Resources Director Bambi McKibbon-Turner, during which we confirmed that upon adoption of the ICMA Retirement Corporation Governmental Money-Purchase Plan and Trust:

- The provider of the 401(a) pension plan and the 457(b) deferred compensation plan offered to the employees of the Town of Lake Park will change from the current provider VALIC to the ICMA Retirement Corporation Governmental Money-Purchase Plan and Trust administered by the International City/County Management Association Retirement Corporation (ICMA-RC);

- The contribution rate and vesting schedule for the pension plan and deferred compensation plan will remain unchanged;

- The distribution and pay-out provisions will remain unchanged;

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Web Site: www.lakeparkflorida.gov

- Town employees will be able to participate through payroll deduction in a Roth IRA as part ICMA Retirement Corporation Governmental Money-Purchase Plan; and

- The administrative fees will be reduced from the current 90-100 basis points with VALIC to around 55 basis points for the administration of the ICMA Retirement Corporation Governmental Money-Purchase Plan and Trust.

It is understood and agreed by both the Town of Lake Park and the Federation of Public Employees that the adoption of the ICMA pension plan and deferred compensation to replace the Town's current VALIC pension plan and deferred compensation plan is contingent upon approval by the Commission of the Town of Lake Park of the Resolution implementing such change.

Enclosed are three originals of this letter which have been executed by the Town of Lake Park. Please indicate your approval of the adoption of the International City/County Management Association (ICMA) pension plan and deferred compensation plan to replace the Town's current pension plan and deferred compensation through VALIC by having all three originals of this letter executed and dated on behalf of the Union, and by returning two fully executed originals to us for our files.

ON BEHALF OF THE
TOWN OF LAKE PARK

TOWN MANAGER

6/17/10
DATE

ON BEHALF OF THE UNION
Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

BUSINESS REPRESENTATIVE

DIVISION PRESIDENT

6/23/10
DATE

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 7

Agenda Title: Authorizing the Mayor to Execute a Revised Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS/RESOLUTION**
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/23/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: None Funding Source: Acct. N/A [ ] Finance _____	**Attachments:** * Revised Dockage Agreement. * Enabling Resolution.
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *DSS* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

On December 4, 2013 the Town Commission gave approval (Resolution 46-12-13) for the Mayor to sign a Dockage Agreement to lease slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina. Once that authority was granted, the owners of the franchise took the agreement to their bank to secure the loan necessary to get their business underway.

After reviewing the terms and conditions of the Dockage Agreement, the bank had three requests. First, since the loan to the franchise holders was a 10 year loan, the bank did not feel that their loan would be secure enough if Freedom Boat Club was only offered a one-

year lease (which is what the Commission approved). Subsequently, the bank has asked that the lease be for five (5) years. The bank is not asking for the lease to be a blanket five year lease guarantee under any circumstances. The bank understands that if the lease holder defaults on any condition of the dockage agreement, then and only then could the lease be terminated by the Town. If the lease holder lives up to all of the terms and conditions of the lease, then the lease would automatically renew after one year for two additional two-year terms (for a total of five (5) years). Second, the bank wanted an additional 5 year extension after the initial 5 year term, but they said that the additional 5 years could be at the sole discretion of the Town.

Lastly, the bank asked that the Town sign a Lessor's Acknowledgement and Subordination letter, although if the Town chose not to sign such a letter, all the bank would need is some type of written communication letting the bank know that we would not be signing such a letter. In having a discussion with the town attorney, he has advised that it would not be in the Town's best interest to sign such a letter.

Attached is a revised Dockage Agreement which highlights the changes that the bank is looking for in Section 2-Term. There is one other clarifying section (Section 8) dealing with signage which is not an issue for the bank, but is rather a clarification issue with Freedom Boat Club which came up after the original Agreement was crafted.

Recommended Motion: I move to approve Resolution 05-02-14 which authorizes the Mayor to sign the revised Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.

RESOLUTION NO. : 05-02-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING RESOLUTION NO. 46-12-13 WHICH AUTHORIZED AND DIRECTED THE MAYOR TO EXECUTE AN AGREEMENT WITH FREEDOM ADVENTURES, LLC D/B/A FREEDOM BOAT CLUB TO LEASE SLIPS AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, at the December 4, 2013 the Town Commission authorized the Mayor to sign a dockage agreement with the Freedom Boat Club (FBC) which has acquired the right to own and operate an exclusive Palm Beach County FBC franchise and would like to base its franchise at the Lake Park Harbor Marina; and

WHEREAS, FBC has negotiated an agreement with the Town whereby it would lease 10 slips to accommodate vessels it owns and leases to its members; and

WHEREAS, the Town Manager and Marina Director have recommended to the Town Commission that entering into the Agreement with FBC is in the best interests of the Marina.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with FBC which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

DOCKAGE AGREEMENT TO LEASE SLIPS TO
FREEDOM ADVENTURES, LLC (dba Freedom Boat Club)
at LAKE PARK HARBOR MARINA

This Agreement to Lease Slips at the Lake Park Harbor Marina (Agreement) is entered into this __ day of February ~~December~~ 2014 ~~2013~~ between Freedom Adventures, LLC, aka Freedom Boat Club (hereinafter "FBC") and the Town of Lake Park (hereinafter the "Town").

RECITALS

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, FBC has acquired the right to own and operate an exclusive Palm Beach County FBC franchise and would like to base its franchise at the Lake Park Harbor Marina.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. **RECITALS.**

The above recitals are true and correct and are hereby incorporated herein.

2. **TERM.**

The initial term of this agreement shall be for one (1) year. This Agreement shall automatically renew for two (2) additional two (2) year terms unless FBC violates any of the terms of this dockage Agreement ~~either of the parties gives 60 days advance written notice of its intention not to renew the Agreement as provided for in paragraph 4~~. At the Town's sole discretion, this Agreement may be extended for five (5) additional one-year terms.

3. **PROPERTY SUBJECT TO LEASE.**

The property to be leased by the Town to FBC is located within the Marina as shown on Exhibit "A" attached hereto and incorporated herein. As shown in Exhibit "A', FBC, shall immediately make arrangements with the Marina Director to lease 6 slips, said slips to be designated by the Town, those slips designated by the Town as being located at the easternmost set of fixed slips against the seawall at the edge of the parking lot. The slips are identified as being amongst Slip No's: F-88 through F-97. Within 90 days of the execution of this agreement FBC shall make monthly payments through the term, and any renewals thereof, for an additional 2 slips (8 total). Within 180 days of the execution of this Agreement, FBC shall

make monthly payments through the term, and any renewals thereof, for an additional 2 slips (10 total).

4. **TERMINATION.**

Either Party may terminate the Agreement at the end of the Term by providing the other with 60 days advance written notice of its intention to do so. Provided however, the Town may terminate this Agreement in the event FBC fails to timely pay the rent due as recited herein, or for any violation of the "dockage agreement" following written notice to FBC from the Town to FBC. If the Town notices its intention to terminate the Lease, FBC shall vacate the premises prior to the 60th day of the notice.

5. **DEPOSIT.**

FBC shall deposit with the Town an amount equal to 1 month's rent for all 10 slips within 10 business days of the execution of the Lease by the Mayor. The deposit for the 10 slips is calculated as $7,650.00.

6. **RENT.**

FBC shall pay a monthly slip rental fee of $17.00/ft. of dock space based on the assumed length of 45' per slip for each of the slips identified above. This amount is calculated as $4,590.00 per month while leasing 6 slips, $6,120.00 per month while leasing 8 slips, and $7,650.00 per month when renting 10 slips. After the initial 1 year term, FBC shall pay the Town the same per foot slip rental rate as established by the Town for commercial vessels.

FBC shall reimburse the Town for the cost of electricity provided to the 10 rented slips at the established rate of .11 cents per kilowatt or at the prevailing rate during the term of the Lease. Water service shall be provided through the Town at a cost of $60.00 per month for the 10 rented slips

7. **PARKING.**

The Town shall initially permit the use of 2 parking spaces per rental boat, not to exceed a maximum of 18 parking spaces, plus 1 handicapped parking space located adjacent to the 10 slips in an area designated by the Marina Director. FBC agrees to purchase a maximum of 19 parking spaces at a rate of $100.00 per parking space per year. Parking in the designated area is restricted for FBC customer use only and under no circumstances may employees or guests

DRAFT

of FBC use any other parking spaces that may be available in the parking lot that are available for marina tenants or the general public.

Should the demand for parking also utilized by marina tenants in the designated parking lot shared by FBC become greater than the number of spaces available, FBC agrees to renegotiate the terms of parking for its customers to the satisfaction of FBC and the Town.

Should the Town modify its annual parking pass rate, FBC shall pay to the Town the then current annual parking pass rate on the anniversary date of the Town's original issuance of parking passes.

8. **SIGNS.**

FBC may put up signs in those parking spaces designating them for the exclusive use of FBC members. The cost of installation of those signs and the maintenance of those signs shall be the responsibility of the FBC. FBC may also install appropriate business identification signage allowed under the Town Code. FBC shall apply to the Building Department for approval of such signage.

9. **MODIFICATIONS TO SLIPS.**

Should FBC wish to modify any of the 10 fixed slips by adding floating dock systems, it may do so with the Town's written approval and only after presenting to the Town any and all appropriate permits which may be required by any regulatory agencies. Prior to the end of the term or any renewal thereof, FBC shall restore the Marina to the condition that existed at the time this Agreement was executed; normal wear and tear only excepted.

10. **TRASH CONTAINERS.**

FBC shall provide and maintain trash containers to be determined by the Town to adequately serve FBC. The number and location of the trash containers are subject to the approval of the Town's Marina Director. Storage of trash (e.g. cartons, boxes, etc.) outside of the trash containers is prohibited and FBC shall dispose of trash on a daily basis in the dumpster designated by the Town.

11. **STORAGE LOCKERS.**

FBC shall provide and maintain a sufficient number of secure storage lockers, which may be placed on the seawall facing the leased slips. The storage lockers shall be subject to the approval of the Town's Marina Director.

12. **TRAINING.**

FBC shall provide all appropriate training to their members before members are allowed to operate their vessels. FBC shall provide the Town's Marina Director with an outline of the appropriate training program that FBC will provide.

13. **DOCKAGE TERMS.**

FBC shall comply with all requirements of the Town's standard "dockage agreement". The dockage agreement is attached hereto and incorporated herein. To the extent any of the terms in the dockage agreement conflict with this Agreement, the terms herein shall apply.

14. **SPECIAL EVENTS.**

The Town reserves the right to require that FBC temporarily modify their operations during certain events/construction, however, the Town will accommodate FBC's on-going operations somewhere within the boundaries of the marina (with a minimum of three consecutive slips in any one relocated area). The Town shall provide FBC with a minimum of thirty (30) calendar day's notice of the need to temporarily modify their operations.

15. **NOTICES**

All notices required hereunder shall be made to the parties at the address listed below:

To FBC:

Freedom Adventure, LLC
Daniel J. Lund, Managing Member
63 River Drive
Tequesta, FL 33469

and in the case of the Town, to:

THE TOWN OF LAKE PARK
c/o Town Manager
535 Park Avenue
Lake Park, Florida 33403

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16. **GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

17. **ASSIGNMENT.**

This Agreement may not be assigned may not be assigned by FBC without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

18. **SEVERABILITY.**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. **WAIVER.**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

20. **ENTIRE AGREEMENT.**

This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and FBC.

21. **PREVAILING PARTY.**

In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

By: _____
Vivian Mendez, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

TOWN OF LAKE PARK

By: _____
James Dubois, Mayor

Date: _____

FREEDOM ADVENTURES, LLC
(dba Freedom Boat Club)

By: _____

Print Name: _____

Title: _____

DRAFT

LESSOR'S ACKNOWLEDGEMENT AND SUBORDINATION

(For Use Without Assignment of Lease)

As of_____, the undersigned, **Town of Lake Park**, Lessor, under the terms of a Lease, a copy of which is attached hereto ("Lease"), acknowledges that, **Freedom Adventures, LLC .** Lessee, has or will receive from **PARADISE BANK** ("Bank") certain credit accommodations.

Notice: Lessor agrees to notify Bank in writing (at the address specified below or at any other address given by Bank in writing to Lessor) not less than thirty (30) days before commencing any proceedings or otherwise taking any action to terminate the Lease or to enforce its remedies thereunder.

Subordination: Lessor agrees that all of Lessee's machinery, equipment, inventory, fixtures or other property ("Lessee's Property") which may be located on the leased premises shall remain the personal property of the Lessee and shall not become a fixture or part of the realty notwithstanding anything that may be implied by law from the mode of attachment, installation or otherwise. Lessor further agrees that any lien or security interest Lessor may claim against any of Lessee's Property is subordinated to any lien or security interest now or subsequently held by Bank in any of such property.

Limited Right of Entry: Lessor acknowledges that, notwithstanding any noncompliance with or default by Lessee under the Lease, the Bank shall have the limited right to enter into and remain in possession of the leased premises for a reasonable period not to exceed ninety (90) consecutive days for the purpose of enforcing its liens and security interests in Lessee's Property, including the sale and/or detachment and/or removal from the leased premises of such property. Bank shall pay to Lessor, on a weekly basis in advance (pro rata, depending on the number of days Lender is in possession), the current monthly rent accruing under the Lease during the period while Bank is in possession of the leased premises. Bank shall have no responsibility whatsoever for any back rent or other obligations which have accrued under the Lease prior to Bank's entry into possession under this paragraph.

No Assumption: Lessor further agrees that Bank's rights have been given for security purposes only, and that unless and until Bank agrees expressly and in writing to do so, Bank shall have no obligations whatsoever under the Lease.

ADDRESS OF LEASED PREMISES:
105 Lake Shore Drive
Lake Park, Fl 33403

LESSOR: TOWN OF LAKE PARK

By:_____
James Dubois, Mayor

BANK'S ADDRESS:

Paradise Bank
SBA Dept
2420 N Federal Highway
Boca Raton, Fl 33431
561-392-5444

AKNOWLEDGEMENT OF LESSEE:

FREEDOM ADVENTURES, LLC

By:_____
Daniel J Lund, Manager

TAB 8

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 8

Agenda Title: Authorizing the Mayor to Execute a Revised License Agreement with the Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT).

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**/RESOLUTION
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 2/4/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: None Funding Source: Acct. N/A [ ] Finance _____	**Attachments:** * Revised License Agreement.
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: *DSS* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

In November of 2012, the Town Commission granted a License Agreement to the Burt Reynolds Institute for Film and Theatre, Inc. (BRIFT) to use the Mirror Ballroom, the Town Commission Chambers, and a small office off of the Town Commission Chambers to operate their school, including instructional classes and performances. To date, the relationship has been one of mutual cooperation.

Now that we have a little more than one year "under our belt" in this partnership, the staff and BRIFT thought that we should modify the arrangement slightly, based upon the last year of experience between the parties. Attached is a revised license agreement which is being presented to the Town Commission for consideration. Modifications include:

Section 6. Maintenance of Premises. The initial start-up language has been eliminated, and new language has been placed in the Agreement calling for BRIFT to provide an on-site facilities manager each time they hold a function within Town Hall.

Section 7. Use of Premises/Hours of Operation. It turns out that BRIFT has a significant number of classes that they would like to run on Sundays. The original Agreement excluded Sunday use of the facilities. The modified Agreement will allow them to use the facilities on Sundays.

Also, if the Town is able to rent the facilities to a third party (where a fee is paid to the Town for that rental), we will give BRIFT notice of that rental 16 days in advance, rather than the 14 days the Agreement presently calls for. This will give BRIFT more advanced notice of their need to cancel a class, and the Town will have a slightly larger window for renting our facilities, rather than making them available to BRIFT without charge.

Section 13. Promotion. This is a new section, and it calls for BRIFT to use its contacts to promote the Town of Lake Park more than they have in the past. This section also calls for BRIFT to sponsor two Open House events for the general public in order to give Lake Park residents an opportunity to see what it is that BRIFT does. This new section also calls for a discount off of class fees for Lake Park residents with proper proof of residency.

The only other changes are to sequencing of the document and the updated name of the Town Clerk.

Recommended Motion: I move to authorize the Mayor to sign the Revised License Agreement with BRIFT.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (License), executed this ___ day of _____, 2012~~3~~4, is made between the TOWN OF LAKE PARK, a Florida municipal corporation and the BURT REYNOLDS INSTITUTE FOR FILM AND THEATRE, INC. (BRIFT), a Florida not-for-profit corporation.

W I T N E S S E T H:

WHEREAS, the Town of Lake Park (hereinafter Town) has been approached by the Burt Reynolds Film Institute for Film and Theatre (hereinafter "BRIFT") regarding whether or not the Town can make available a facility with a small office, classroom space, and a stage for BRIFT's acting and film training activities; and

WHEREAS, a portion of the Town's Town Hall which has the components BRIFT is seeking; and

WHEREAS, the Town Commission agrees to provide the use of a portion of its Town Hall building, including the Mirror Ballroom, and the Commission Chambers for BRIFT use, and in furtherance of the arts in the Town which is deemed to be a public benefit.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Town does hereby grant a non-exclusive License to BRIFT for the use of a portion of the Premises subject to the terms and conditions below.

Section 1. Premises

The Town agrees to provide BRIFT with 1 small office and such classroom space as Town, in its sole discretion deems appropriate either in the Commission

Chambers or the Mirror Ballroom at Town Hall. The Town also agrees to make available to BRIFT the use of the Mirror Ballroom. The areas designated by the Town and recited herein are collectively referred to herein as "the Premises."

Section 2. Annual License Fee

BRIFT agrees to pay a fee of one American Dollar ($1.00) to the Town, payable on or before the first day of each month during the Term.

Section 3. Term

The term of this License shall commence upon the effective date of this License which is the date of last execution by the parties and shall continue annually until or unless terminated by either party.

Section 4. Surrender of Premises/Termination

Upon BRIFT's surrender of the Premises, or upon either Party's notice of termination of the License, BRIFT shall surrender the Premises in the same condition as existed upon the commencement date of the License, ordinary wear and tear excepted, and deliver all keys to the Premises to the Town. The annual term notwithstanding, the Town may terminate this License by BRIFT 30 days advance written notice of its intention to do so.

Section 5. As Is Condition of the Premises / Improvements

BRIFT accepts the Premises in its "as-is" condition. BRIFT hereby agrees that any improvements it may wish to make shall be at its sole cost and expense, and any proposed improvements shall be subject to the approval of the Town Commission. Furthermore, given that this License is intended to be temporary in nature, BRIFT

recognizes that this License in no way is meant to encourage improvements to the Premises.

Section 6. Maintenance of the Premises

~~The Town and BRIFT agree that during the first 60 days of this License, the parties shall evaluate what level of responsibility and financial contribution BRIFT may be requested to assume for janitorial services for its use of the Premises. Upon such termination this License may be amended without further action by the Town Commission.~~ BRIFT agrees to use reasonable efforts to avoid unnecessary wear and tear on the Premises and to conserve water, electricity and other utilities. BRIFT, at its sole expense, shall maintain its portion of the Premises in a clean, orderly and presentable condition, free of rubbish and trash. Any garbage and trash generated from BRIFTs use of the Premises shall be promptly removed and deposited in the approved containers provided for such purposes. No dumping of any unwanted materials and no outside storage of any personal property is permitted. BRIFT, including its members, invitees and guests shall not cause any litter or debris to be cast upon the grounds, exterior portions or common areas of the Premises. BRIFT shall have a facilities manager on site any time that it holds functions within Town Hall. The facilities manager will be responsible for ensuring that the stage and floor of the Mirror Ballroom are swept clean after each use. The facilities manager will also ensure that the restroom toilets are flushed and that all rubbish and trash is properly removed from the premises at the end of each session.

Section 7. Use of Premises / Hours of Operation

BRIFT shall be entitled to use the Premises during weekday evenings (Monday through Thursday) until 10 pm, until 11:30 pm on Fridays only, ~~and~~ Saturday mornings from 9 a.m. to 12:01 p.m, and Sunday afternoons from 1:00 pm until 6:00 pm. The Premises shall ~~only~~ not be available for use on designated Town holidays ~~or Sundays~~ unless specifically permitted by the Town. BRIFT shall vacate the Premises at any time the Town has a scheduled public meeting in the Commission Chambers or is scheduled to rent the Mirror Ballroom. Public meetings include the workshop, special or regular meetings of the Town Commission, its appointed board or committees, including but not limited to the Community Redevelopment Agency, the Planning and Zoning Commission, and code enforcement hearings of the Town's Special Magistrate. Town agrees to provide BRIFT with ~~two weeks~~ sixteen (16) days advance notice of the use of the Commission Chambers for a public meeting, or the scheduled use of the Mirror Ballroom.

Section 8. Signage

BRIFT shall be responsible for the cost and expense of any signage and all said signage shall be subject to the Town's review and approval.

Section 9. Keys

The Town Manager shall furnish to BRIFT such sets of keys as he determines to be necessary and appropriate. BRIFT shall furnish a written list to the Town Manager, stating which members of its organization have possession of such keys. No additional keys shall be made by BRIFT without the expressed permission of the Town Manager,

nor shall any locks be added or changed without the Town Manager's approval.

Section 10. Alcoholic Beverages Prohibited

No alcoholic beverages of any kind shall be brought into, stored, sold or consumed up on the Premises, without the Town's permission.

Section 11. Insurance

BRIFT shall at all time during the term of this License, keep and maintain in full force and effect policies of insurance in the amounts and with such limits as referenced herein below. The Certificate of Insurance shall be delivered to the Town Manager prior to the date of execution of this License.

Minimum Limits of Coverage (Combined Single Limit)

1. Comprehensive General Liability $1,000,000.00

The Town shall be included as additional named insured parties under BRIFT's Comprehensive General Liability Insurance Policy. The following paragraph shall appear on the Certificate of Insurance: The Town of Lake Park, Florida is hereby named as an additional Insured's under the terms of this policy.

Section 12. Parking

BRIFT agrees that its members and guests shall park their vehicles only in such spaces as the Town may choose designate for its use.

Section 13. Promotion

BRIFT agrees to promote the Town of Lake Park in all of its advertising materials, including, but not limited to the Newsletter of the Palm Beach County Film and Television Commission. In addition, BRIFT shall sponsor two Open House events

where Lake Park residents are invited to observe the inner workings of BRIFT. Lake Park residents will also be given a discount off of class fees with proper proof of residency.

Section 143. Assignment

BRIFT shall not attempt to or otherwise assign this License for the use of the Premises, or any part thereof to anyone. Any attempt to do so shall immediately terminate the License.

Section 154. Notices

All notices under this License shall be given in writing. Notices to the Town shall be mailed or delivered to:

Dale S. Sugerman, Ph.D.,
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Notices to the BRIFT shall be given to:

Burt Reynolds Institute of Film and Theatre Inc.
P.O. Box 264
Jupiter, Florida 33458

Section 165. Governing Law / Venue

This License shall be governed by the laws of Florida and venue shall lie in Palm Beach County, Florida.

Section 17~~6~~. Breach

In the event the terms of this License must be enforced by either party, the prevailing party may recover its costs and reasonable attorney fees incurred in enforcing the License, including appeals.

Section 18~~7~~. Entire Agreement

This License sets forth all the promises, agreements, conditions, and understandings between the Town and BRIFT relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this License will be binding on the parties hereto unless in writing and signed by them.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed and sealed in the presence of:

TOWN OF LAKE PARK, FLORIDA

By:_____
James Dubois, Mayor

ATTEST:

_____
Vivian Mendez ~~Lemley~~ , Town Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY

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

Witness:

BURT REYNOLDS INSTITUTE OF FILM AND THEATRE INC.,
A Florida not-for-profit corporation

_____

By:_____

_____
(Typed or Printed Name)

Title:_____

_____

_____
(Typed or Printed Name)

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **February 19, 2014** **Agenda Item No.** Tab 9

Agenda Title: **Authorizing the Town Manager to Execute the Order Form with Pitney Bowes for a New Postage Meter**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 2/6/14

Blake K. Rane BKR **Finance Director**
Name/Title

Originating Department: **FINANCE**	Costs: $ 6,360 over 5 years Funding Source: Budgeted Acct. # 150-44200 [X] Finance ____BKR_____	**Attachments:** **Proposals from:** **Pitney Bowes,** **Postal Logic,** **Neopost, and** **Modular Mailing Systems**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:

The Town has solicited proposals for a postage meter to replace the existing machine. The Town's lease with Postal Logic for the current postage machine expires March 31, 2014. The Town received proposals from Postal Logic, Pitney Bowes, Neopost, and Modular Mailing Systems as follows:

	Monthly Cost	Annual Cost
Current Postal Logic Lease	$ 190	$ 2,280
Postal Logic	$ 174	$ 2,088
Pitney Bowes	$ 106	$ 1,272
Neopost	$ 121	$ 1,452
Modular Mailing Systems	$ 121	$ 1,452

A copy of each proposal is attached.

The models quoted have performance capabilities very similar to the machine that the Town has used for the last five years.

Staff has reviewed the proposals and has determined that not only has Pitney Bowes proposed the lowest cost, but is doing so under a "State of Florida Contract" which only requires the issuance of a purchase order and does not tie the Town to a long term lease commitment. This agreement will save the Town more than $500 this fiscal year. Staff recommends approval.

Recommended Motion:

I move that we authorize the Town Manager to execute the State of Florida Contract #600-760-11-1 Order Form with Pitney Bowes.

Pitney Bowes

Pitney Bowes

Engineering the flow of communication™

State of Florida Contract #600-760-11-1
Order Form

Agreement Number

Your Business Information

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
TOWN OF LAKE PARK			
Billing Address	**City**	**State**	**Zip+4**
535 PARK AVE	LAKE PARK	FL	33403-2603
Billing Contact Name	**Billing Contact Phone #**	**Billing CAN #**	
		50962080201	
Installation Address (If different than billing address)	**City**	**State**	**Zip+4**
535 PARK AVE	LAKE PARK	FL	33403-2603
Installation Contact Name	**Installation Contact Phone #**	**Installation CAN #**	
		50962080201	
Please note any special billing requirements here	**Invoice Attention of**	**Customer PO #**	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	DM400C Digital Meter System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C w/PP (
1	Accounting (50 Dept) Software
1	5 lb Integrated Weighing
1	95 LPM Feature
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	IntelliLink Subscription

Check items to be included in customer's payment

Service Level Agreement

[X] *Provides Standard SLA with Training*

[ ] **Software Maintenance (additional terms apply)**

Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription**

Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] **IntelliLink® Subscription/Meter Rental/Value Based Services**

Provides simplified billing and includes postage resets

( ) **Value Based Services**
(x) **Purchase Power** Receive an invoice for postage , consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount*
First	60	$106.00

( ) Required Advanced check of $0.00 received.
( ) Tax Exempt certificate attached

** Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period*

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

Signature	Date	
Print Name	**Title**	**Email Address**
Michelle Girard	109	
Account Rep	**District Office**	**PBGFS Acceptance**

Pitney Bowes

Proposal for :

Town of Lake Park

Lake Park, FL

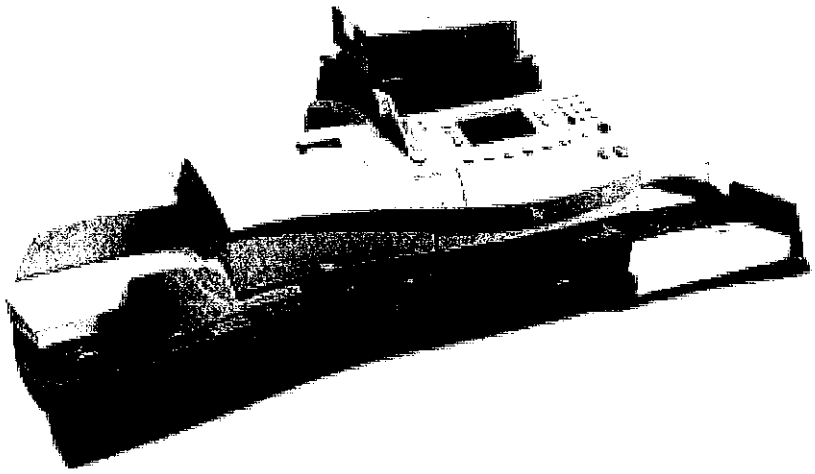
Florida State Contract # 600-760-11-1

Prepared by:
Michelle Girard
Senior Account Manager
Pitney Bowes Mailing Systems
January 16, 2014

What Makes Pitney Bowes Different?

- ✓ Single Source Responsibility – Manufacture, Finance, Service, Maintain & Supply
- ✓ USPS Honored "Mail Management Seminar"
- ✓ My Account @ PB.com
- ✓ Electronic "Confirmation Services"
- ✓ Provide Solutions To Businesses Of All Sizes From Document Generation To Delivered Message
- ✓ Value Based Services & Intellilink Technology
- ✓ Pitney Bowes Credit – Consolidated Billing
- ✓ Equipment Loaner Program & Local Support
- ✓ A+ Trained Technicians, Key Operator Training & System Engineer Support

Product Overview:
Pitney Bowes DM400 System



FEATURES

"One-Touch" Postage Refills via Postage By Phone.

• Its compact, innovative design fits into the smallest of offices.
• Processes up to120 pieces per minute.
• Efficiently process mailpieces up to 5/16" thick. Larger mail is quickly processed with self-adhesive tape strips.
• One touch Postage Refills
• The DM400TM is extremely quiet.
• An internal clock advances the date **automatically**.
• Print today's date/time on incoming mail.
• The standard accounting lets you track up to **50 accts**
• Select the most effective and economical postage rate through the IntelliLink® Control Center.
• Makes quick work of thick envelopes, parcels, flats, tubes with self adhesive meter tapes.
• Delivers your message with your mail – the DM400TM comes standard with 10 envelope advertisements and 10 postal inscriptions.
• Crisp, digital inkjet printing ensures clean, unbroken imprints which gives your mail a professional look.
• The latest in indicia technology satisfies all current postal regulations. IntelliLink® Technology makes the DM400TM adaptable for the future.

Investment Summary

Pitney Bowes DM400 Mailing Machines
Accounting Software Options

Lease Options :

1) DM400/Scale
   - $106 per mth/ 60 months
   - $115 per mth/ 48 months

(Pricing Expires 01/31/14)

NOTE: *The Following Programs Are Included In Above:*

- *Postage Advances (Postage Now/Pay Later)*
- *Free Resets*
- *Free Software Updates*
- *Equipment Maintenance*
- *Installation & Training*
- *Softguard Rate Protection Program*
- *My Account @ www.PB.com*

Pitney Bowes

Customer Satisfaction Guarantee

Pitney Bowes US Mailing is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

GUARANTEED PRODUCT PERFORMANCE

For all new Pitney Bowes® branded products we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

GUARANTEED NATIONWIDE SERVICE

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

HELP LINE SUPPORT

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

RATE CHANGE PROTECTION

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

OPERATOR PRODUCTIVITY AND TRAINING EXCELLENCE

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

PURCHASE POWER℠ SERVICE

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 1-800-622-2296.

We won't be satisfied until you are satisfied.

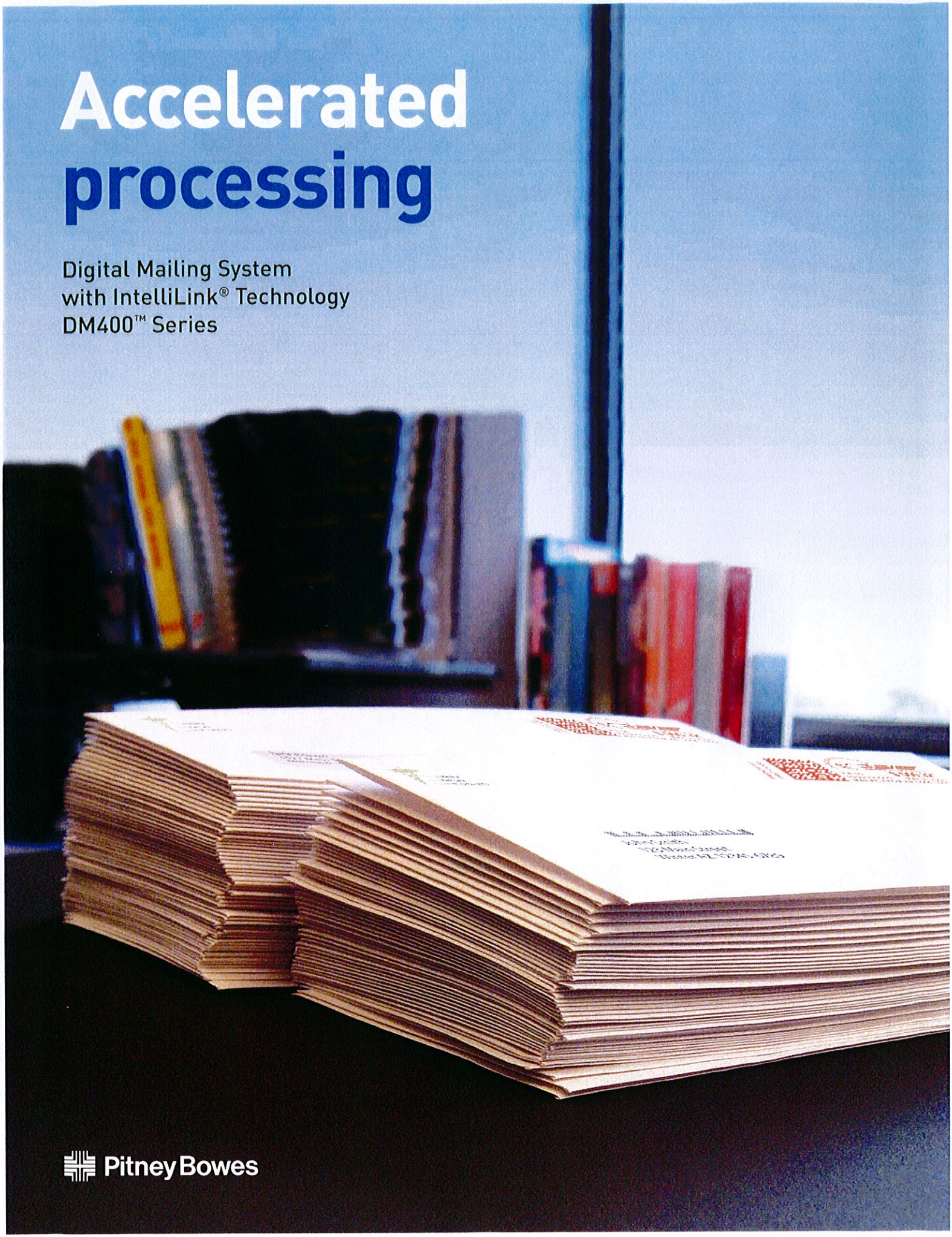
Pat Brand
President, U.S. Mailing

© 2008 Pitney Bowes Inc.

AO10807 R1009

Accelerated processing

Digital Mailing System
with IntelliLink® Technology
DM400™ Series



Pitney Bowes

Maximize productivity

Free up your employees for more important tasks. Getting the mail out the door is important, but it shouldn't command all of your employee's time. The DM400™ Digital Mailing System makes mailing faster and easier to communicate with your customers and meet mailing deadlines.

The system is equipped with our unique IntelliLink® technology that gives your business access to a full range of USPS® Special Services. It has an automatic feeder that lets you process mixed size mail in a single stream.

Boost efficiency

Easily control your mailing operation from a single source. The IntelliLink® Control Center is user-friendly and guides you as you process your mail.

- Make choices from a full range of USPS™ Special Services including Confirmation Services™ and electronic Return Receipt™
- Preset up to 10 jobs for quick access to routine tasks
- Manage postage expenditures up to 50 accounts with options for expansion
- QWERTY keyboard for fast and easy operation
- Download postal updates, software upgrades, postal inscriptions and graphics
- Choose how to pay for postage, get a postage advance, or earn interest on the balance in your Reserve Account
- Get online access to your account information at My Account and track payment history, monitor meter activity, pay bills, order supplies and request service

Constant connection

To access postage and software downloads, connect to a telephone line and you'll get:

- 24/7 access via Internet connection through your Local Area Network
- Download software upgrades and postage at a touch of a button
- Upload Confirmation Services™ transactions for convenient mailpiece tracking

No need to move your mailing system or to install a phone line.

Promoting business

Use your mail to advertise. The DM400™ Digital Mailing System comes with 10 standard envelope ads and 10 postal inscriptions. You can download additional ads and inscriptions directly into the IntelliLink® Control Center.

Envelope ads
Add messages to your mail by choosing downloadable envelope ads

Secure postage printing
Prints USPS® compliant Information Based Indicia (IBIP) secure postage printing and applies downloadable postal inscriptions

Big results

Reduce labor-intensive activities such as hand-feeding and leverage our online services. You'll greatly improve your office productivity and get the big results you deserve.

Automatic processing – Automatic feeding, sealing and imprinting postage on up to 120 letters per minute helps to effectively manage large mailings.

Flexible feeding – Handles material up to 5/16" thick and sizes ranging from postcards up to 11" x 13" flats.

Convenient updates – Obtain postage 24/7 and handle rate changes more easily with automatic updates.

Online service access – USPS® Special Services, including Delivery Confirmation™, Signature Confirmation™ and Electronic Return Receipt™.

Rate selection – Select the most effective and economical USPS® domestic and international postage rates.

Integrated weighing – Easily process individual, oversize pieces by determining the precise postage with an integrated scale.

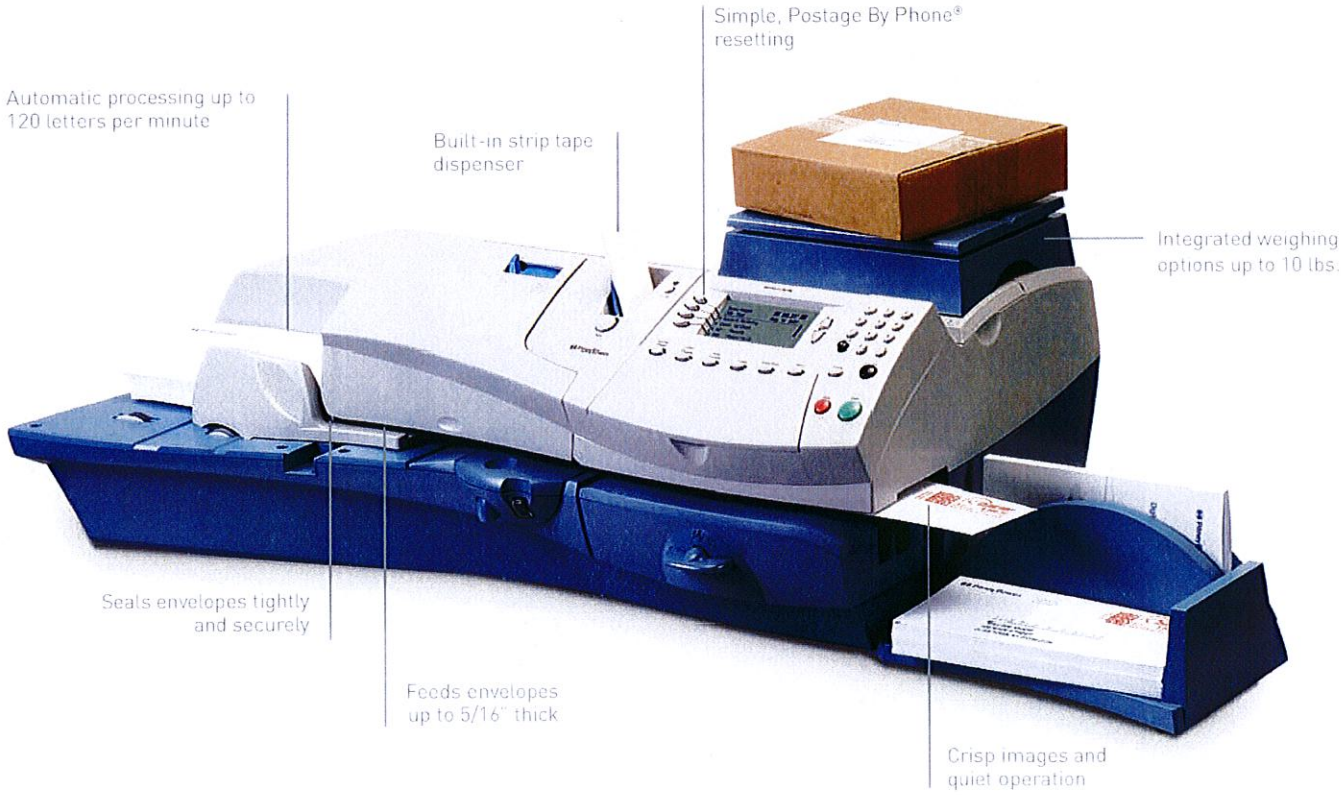
Maximum Performance – Upgrade the DM400™ to handle your busiest mailing periods. Increase system throughput by over 25% from 95 letters per minute to 120 letters per minute.

Reduce returned mail – Operators can advance the date to get a jump on processing the next day's mail. Mail is not returned due to misdating.

Track incoming mail – Mail date stamp provides dual functionality to track incoming mail efficiently.

Postage accounting – Tracks up to 50 accounts, with options for up to 300; data can also be printed or exported to a PC.

Expanded accounting – Increase your tracking and reporting capabilities up to 1,500 accounts with Budget Manager from Pitney Bowes.



Digital Mailing System
DM400™ Series

Size:	W 33" x D 17.5" x H 12.3" (dimensions exclude stacking tray)
Weight:	29.0 lbs., approximate
Electrical:	100-240 VAC, 50/60 Hz, .65-3A
Max. Speed:	Up to 120 letters per minute
Media Sizes:	Min.: 3" x 4.13" Max.: 11.6" x 13.39"
Media Thickness:	Min.: .007" Max.: .3125"
Tape:	Auto strip up to 50 tapes
Job Presets:	10
Integrated Weighing Options:	2 lb., 5 lb., 10 lb., 15 lb., 30 lb. or 70 lb.
Approvals:	UL-approved, FCC-compliant, Energy ENERGY STAR® compliant
Connectivity Requirements:	Constant Connection – High Speed Internet Connectivity - Supplied installation kit includes LAN adaptor and 14' Ethernet cable - Optional analog modem connectivity available
Postal Compliance:	Digital IBIP

Standard Operating Features	Auto-Dating Multiple Tapes (1-50) Low Postage Alert High Value Protection Original Value Resetting Sealant Level Indicator Seal Only And No Seal Modes Low Ink Alert Password Security Standard Envelope Advertisements Standard Postal Inscriptions Dual Language Support – English/Spanish 95 Letters Per Minute
Options	Enhanced Accounting PC Interface Report Printer Differential Weighing Barcode Scanner 120 Letters Per Minute Upgrade

Help protect the environment

The DM400™ System advances your "green" initiatives. Not only is it ENERGYSTAR® compliant, but it also uses water-based inks – not acetone- or alcohol-based inks – and is therefore environmentally friendly.

Pitney Bowes

For more information call
1 800 322 8000 or visit us online:
www.pb.com/mailsolutions

World Headquarters
1 Elmcroft Road
Stamford, CT 06926-0700

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RECYCLE PLEASE recycleplease.org

FSC Mixed Sources
Product group from well managed forests, controlled sources and recycled wood or fiber
www.fsc.org Cert no. SW-COC-002539
© 1996 Forest Stewardship Council

Postal Logic

Postalogic
A TGI Office Automation Company

ORDER AGREEMENT

Taken By: Randy Sherwood & Jim Peters **Rep ID#:**

Order Date: **Customer PO:**

Customer Information:

☐ Current Customer ☐ New Customer ☐ New Location

Ship-to:

The Town of Lake Park
535 Park Ave Lake Park Fl 33403

Contact: Blake Rane
PH: 561-881-3351 **FX:**
Email: brane@lakeparkflorida.gov

Bill-to:

Tax ID #: 65-6000355
Attn:
PH: **FX:**

Order Type:

☐ Purchase ☒ Lease Co: GE ☐ Rental ☐ Demo

Special Instructions:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1		Postbase 45 meter		49.00 @ 63 mo
1		Auto feeder/sealer		125.00 @ 63 mo
		Depot service on the Postbase meter		inc
		Service on the Auto feeder/sealer		inc
		rate changes and filling the meter included		
		Pay off the remain payments		

Customer Name:
(Please Print Name Clearly)
Signature: X
Title: Date:

Subtotal	
Shipping/Handling	
Tax	
Total	

SERVICE CONTRACT

Taken By: Randy Sherwood & Jim Peters **Rep ID#:**

Date: **Customer PO:**

Customer Information:

The Town of Lake Park
535 Park Ave Lake Park Fl 33403

Contact: Blake Rane
PH: 561-881-3351 **FX:**
Email: brane@lakeparkflorida.gov

Date:
Equipment: Postbase 45 & Auto feeder/sealer
Serial Number:
Equipment ID#:
Rate:
For Period: 63 mo.

Mailing, Time Clocks & Date/Time Stamp Equipment Maintenance Agreement

Terms and Conditions:

1. Postalogic will perform all service calls and will replace, when necessary, any parts to ensure that you equipment functions at factory quality standards. This contract does not include consumable items, such as: ink cartridges, ribbons, meter tapes, ad plates, software, sponges, brushes, sealing plates, guide plates, time/date plates, print heads and rate changes. It does not include downloading or adding postage. Updating your system due to a new location, or moving the system is not covered. Overhauls are not considered to be regular maintenance and are not covered by maintenance agreements.

2. It is understood that all service is to be performed during normal working hours and does not include weekends or holidays.

3. This contract does not cover damage by fire, lightning, flood, abuse, accident, or theft. Postalogic will not be held responsible for repairs made necessary due to misuse, abuse, neglect, vandalism, or service performed by personnel other than those of Postalogic.

4. Postalogic will not be held responsible for delays or inability to provide service caused, directly or indirectly, by strikes, accidents, embargoes, acts of God, or any other event beyond its control.

5. This Contract is payable upon receipt. It is not transferable to a third party or refundable. Postalogic reserves the right to withhold service if the customer's account is delinquent.

6. This contract may be canceled by either party with 30 days written notice.

BY: _____
[POSTALOGIC REPRESENTATIVE SIGNATURE]

_____
[Please Print Name Clearly]

BY: X _____
[CUSTOMER SIGNATURE]

_____
[Please Print Name Clearly]

fp-usa.com

FP Mailing Solutions
140 N Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel 800.341.6052

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: THE TOWN OF LAKE PARK	
Department: FINANCE DPT	
Street: 535 PARK AVENUE	
City: LAKE PARK	County: PALM BEACH
State: FL	Zip: 33403
Tel: 561 881-3351	Fax: 561 881-3358
E-mail: BRANE@LAKEPARKFLORIDA.GOV	
Contact Name: BLAKE RANE	
Deliver To: ■ Dealer ☐ Customer ☐ Fulfilled from Dealer Inventory	

Shipping & Installation Address *(if different than Billing)*	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: ■ Same as Billing ☐ Same as Shipping/Installation	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery *(select one)*
1	P100C/PBASE	PostBase 45 Meter/Base	included	☐ Electronic Billing
1	POSTBASE45A	PostBase 45 Attribute Package	included	■ Paper Billing
1	PCOLORBBLU (Blue)	PostBase Color	included	Rental Billing Frequency *(select one)*
1	PMANSEAL	PostBase Manual Moistener/Sealer	included	☐ Annual Billing
1	UNL	Unlimited Resets	included	☐ Semi-Annual
1	RGPOST	PostBase RateGuard	included	■ Quarterly Billing
Term of Contract: 63 months		Total Monthly Payment	$49	

■ Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.)

CUSTOMER ACCEPTANCE

Customer Acceptance of Terms		Dealer Information	
Authorized Representative:		Dealer Name: POSTALOGIC LLC	Dealer #: 7320
Tel:		Address: 2077 N POWERLINE ROAD #2	
Tax ID:	State:	Tel: 954 974-7410-	Fax: 954 974-2737
Authorized Signature: X		Sales Representative Name: RANDY SHERWOOD	
Date:		Sales Representative: X	Date: 12/19/2013

DEALER & INTERNAL USE ONLY

☐ New Customer	☐ Lease Company:	Promo/Package Code: PB45A
■ Upgrade From: ULTIMAIL	☐ Major Account:	☐ Price or Terms Exception Approval *(attach copy)*
☐ Renewal *(no change of equipment)*	☐ GSA Contract No.:	Navision No.:
☐ Change of Ownership	☐ State Contract No.:	☐ USPS® Location: *(letter must be attached)*
Existing Account No.: 600016607	Master Billing Acct. No.:	☐ Tax-Exempt Certificate Attached
Existing Contract No.:	Master Postage Acct. No.:	Additional Terms:

GE Capital

Fair Market Value - Maximum $100,000

Lease Agreement # _____

EQUIPMENT

Equipment MFG Model & Description	Serial Number	Accessories
Postbase Autofeeder/Sealer		

☐ See attached schedule for additional Equipment / Accessories

Billing Address: 535 Park Ave Lake Park Fl 33403

Equipment Location: same

SUPPLIER

Postalogic LLC
Name

2077 N Powerline Rd
Address

Pompano Beach Fl 33609
City State Zip

TRANSACTION TERMS

Lease Payment: $ 125.00 (plus applicable taxes) Term: 63 (months)

Billing Period: Monthly Document Fee: $75.00 (included on first invoice)

The following additional payments are due on the date this Lease is signed by you:

Advance Payment: $_____ (plus applicable taxes) Applied to: ☐ First ☐ Last

1. LEASE CHARGES. Commencement of this Lease and acceptance of the Equipment described above and on any attached schedule shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify such information as we may require. You agree to remit to us the Lease Payment and all other sums ("Lease Charges") when due and payable each Billing Period on the date and at the address we provide to you. Lease Payments are due whether or not you are invoiced. You agree that cash and cash equivalents are not acceptable forms of payment for this Lease. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or supplier. You agree to pay or reimburse us all sales, use and property taxes and other charges in connection with this Lease or the ownership or use of the Equipment and to pay us an administrative fee for the processing of such taxes. You agree to pay a document fee of $75.00. If a payment is not made within three (3) days of when due, you agree to pay a late charge equal to the greater of 5% of the amount due or $35 (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. Restrictive endorsements on checks you send to us will not reduce your obligations to us. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. THE SUPPLIER AND ITS REPRESENTATIVES ARE NEITHER OUR AGENTS NOR AUTHORIZED TO WAIVE OR MODIFY THE TERMS OF THIS LEASE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE. Any fee that is charged under this Lease may include a profit and is subject to applicable taxes.

2. TITLE; MAINTENANCE; INDEMNIFICATION. We are the owner of the Equipment (excluding software). If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER. You agree to (a) keep the Equipment in good repair, condition and working order; (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (e) give us reasonable access to inspect the Equipment; and (f) indemnify (reimburse) us for all claims, losses and liabilities, including attorney's fees and costs (including those incurred in connection with responding to subpoenas, third party or otherwise) relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Lease Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. RISK OF LOSS; INSURANCE. You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. No such loss or damage shall relieve you from your payment obligations under this Lease. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than $300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

4. DEFAULT; REMEDIES. If you fail to remit to us any payment within ten (10) days of its due date or you breach any other obligation under this Lease or any other agreement with us or our assignees, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 5, or take possession of the Equipment, in which case we shall not be held responsible for any resulting losses or damages, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds (less reasonable selling and administrative expenses) to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

5. END OF TERM OPTIONS. If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (1) purchase all of the Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for its fair market value (plus applicable taxes), as determined by us in our sole reasonable discretion, or (2) return the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment or for damages incurred in shipping and handling. If you fail to purchase or return the Equipment, this Lease shall automatically renew for one additional term of twelve (12) months and thereafter on a successive month-to-month basis (the additional 12 month term and successive monthly renewals, each a "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and other charges, until the Equipment is returned to us or purchased by you in accordance with the terms of this Lease. You are solely responsible for removing all data from all disk drives or magnetic media prior to returning the Equipment and selecting an appropriate removal standard that complies with applicable law.

6. MISCELLANEOUS. We may, without notifying you, assign this Lease and our interest in the Equipment. If we do, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent or assignee to (a) obtain credit reports and make credit inquiries, (b) release information we have about you and this Lease, including payment history, to credit reporting agencies and assignees or parties having an economic interest in this Lease or the Equipment, including the seller, supplier or any manufacturer of the Equipment and (c) file a UCC financing statement with respect to the Equipment. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. You acknowledge that (a) the name of the Equipment supplier is indicated above, (b) you may have rights under the contract with the supplier, and (c) you may contact the supplier for a description of these rights. We transfer to you any supplier or manufacturer warranties. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

LESSOR ("We", "Us")

General Electric Capital Corporation

By: X _____

Name: _____

Title: _____ Date: _____

LESSEE ("You")

The Town of Lake Park
(Lessee Full Legal Name)

By: _____

Name: _____ Title: _____

Date: _____ Federal Tax ID: _____

PostBase 45 with OneBase suite

Introducing the FP PostBase 45. This total solution brings best-in-class mailing technology, smooth feeding and intuitive operation to your office environment. Learn how the PostBase 45 can benefit you.

OneBase Suite

THE "ONE" SOFTWARE TO CONTROL YOUR MAILING SYSTEM

RemoteOne Innovative and convenient operation of the PostBase from your PC keyboard or optional 23" all-in-one touchscreen PC.

ReportOne Simple and secure recording of usage data, managing and analyzing accounts, and generating custom reports.

MailOne 2.0 Record, Analyze, and Report Mailroom Expenses; Instantly Access USPS® Commercial-Base Pricing Discounts; Process USPS® Confirm Services Automatically; Print Shipping Labels; E-Certified Electronic Return Receipt; Run Customized Reports.

COLOR TOUCHSCREEN

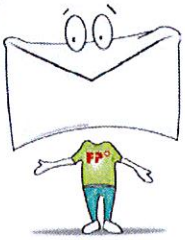
Easily navigate through the PostBase's menu of choices: advertisements, class of mail, special services, and more.

CUSTOMIZE WITH COLOR

Make your mailing system stand out by choosing from a variety of colors.

MyOneFP ONLINE PORTAL

Access additional services for the PostBase as well as other offers related to your mailing system.



FP Frankie says

"Need an automatic feeder? No problem! With PostBase, your system can be customized to fit YOUR needs."

SPECIFICATIONS

Hardware	PostBase 45
Color touchscreen	yes
Letter thickness	over 3/8"
Label dispenser	yes
Letter tray	yes
Moistener	yes
Automatic feeder/sealer	optional
Processing speed (letters per minute)	45
Integrated scale, capacity in lbs	10lb (optional 15lb)
– Differential weighing	optional
External scale (NTEP)	optional 30lb/70lb
High speed postage download (LAN)	yes
Analog modem postage download	optional
Ink	HP Inkjet (up to 18,000 imprints)
Dimensions – Semi-Auto	28" (L) x 13.6" (W) x 11.8" (H)
Dimensions – Auto	48" (L) x 15.4" (W) x 11.8" (H)
Software	
Portal access	yes
RemoteOne (PC control software)	yes
ReportOne (account management)	optional
MailOne (mail management & shipping)	optional
Accounts	20 (optional 50/100/200)
Customizable meter advertisements	20
Free sample meter advertisements	yes - 3 standard
Customizable SMS text messages	10

Subject to technical modifications.

Inkjet Technology by HP

ENERGY STAR

SGS

CE

BR2002

FP Mailing Solutions
140 N. Mitchell Ct., Suite 200
Addison, IL 60101-5629
800.341.6052
www.fp-usa.com

Neopost

neopost USA

Data Management

Document Creation

Mail Assembly and Addressing

Carrier and Service Selection

Mail and Parcel Processing

Tracking and Management

Reporting and Cost Control

Mail Processing Solution

Presented To:

Town of Lake Park

Submitted On:

January 31, 2014

Paul Mabel
Account Executive
Neopost Florida
954-770-9721
paul.mabel@neopostflorida.com

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Town of Lake Park

and

Neopost Florida

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Neopost Florida

Neopost Florida

About Us

A CAPABLE PARTNER

- Local 32 year history. Neopost Florida is a locally owned and operated company serving Florida businesses since 1981. We provide dependable and versatile solutions, competitive pricing and unbeatable service to over 10,000 satisfied clients
- Our solutions cover the entire spectrum of mail processing requirements. Whether you're a small office or a production mailing operation, we have quality options to meet your needs

PERSONAL TOUCH

- When contacting Neopost Florida, our customers immediately talk to a live, local person. Call one local number for service, billing, sales or supply inquiries
- We provide simple, straightforward and flexible billing to meet your requirements
- Whether it is Sales, Administration or Service, you'll find consistency in the personnel who service your account

MAXIMUM UPTIME GUARANTEED

- Our service technician to customer ratio is head and shoulders above our competition. Our service department utilizes state-of-the-art technology such as on line system diagnostics. We guarantee a 4 hour response time or you're entitled to $75.00.
- To help ensure that you're maximizing your equipment investment with us, we never charge for additional training
- We carry supplies, parts and loaner systems in-house to ensure our customers stay up and running
- Supply orders are shipped directly from our local office and are normally received the next day
- Our maintenance contracts include 2 preventative maintenance calls a year. We keep our customers' systems in excellent working condition

QUALITY ASSURED

- Neopost mailing products are rated #1 for overall quality and customer satisfaction by Buyers Laboratory and they also received 4 stars from What to Buy for Business
- You can't lose with our Customer Satisfaction Guarantee. Simply put, we won't be satisfied until you are!

Global Strength

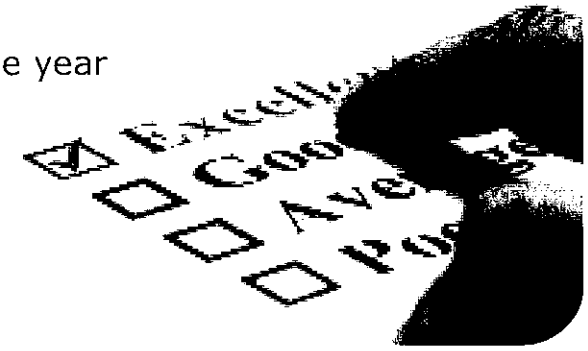
- Nearly 90 years of history and experience
- #1 in Europe, #2 in the U.S. & worldwide
- Over $1.4 billion annual revenues
- More than 800,000 customers and 5,500 employees
- Approximately $63 million invested on R & D annually

U. S. History & Focus

- Employs 1,600 people in U.S.
- 220 offices across the country
- Headquarters in Milford, CT
- 60+ National Account contracts
- Meters securely process $3.4 billion in postage/yr
- Government contracts with:
  - **GSA** – General Services Administration
  - **NASPO** – Nat. Assoc. of State Procurement Officials
  - **NJPA** – National Joint Powers Alliance

Industry-Leading Service & Support

- Awarded 2012 All-Star service organization of the year by the National Customer Service Association
- U.S. based operators and service dispatch
- On-site response in less than four hours for 90% of all service requests
- First-time fix rate is over 90%
- Regularly scheduled preventative maintenance

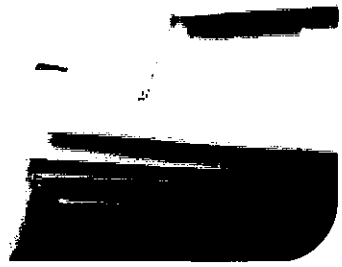


94% of our customers would recommend Neopost to others.

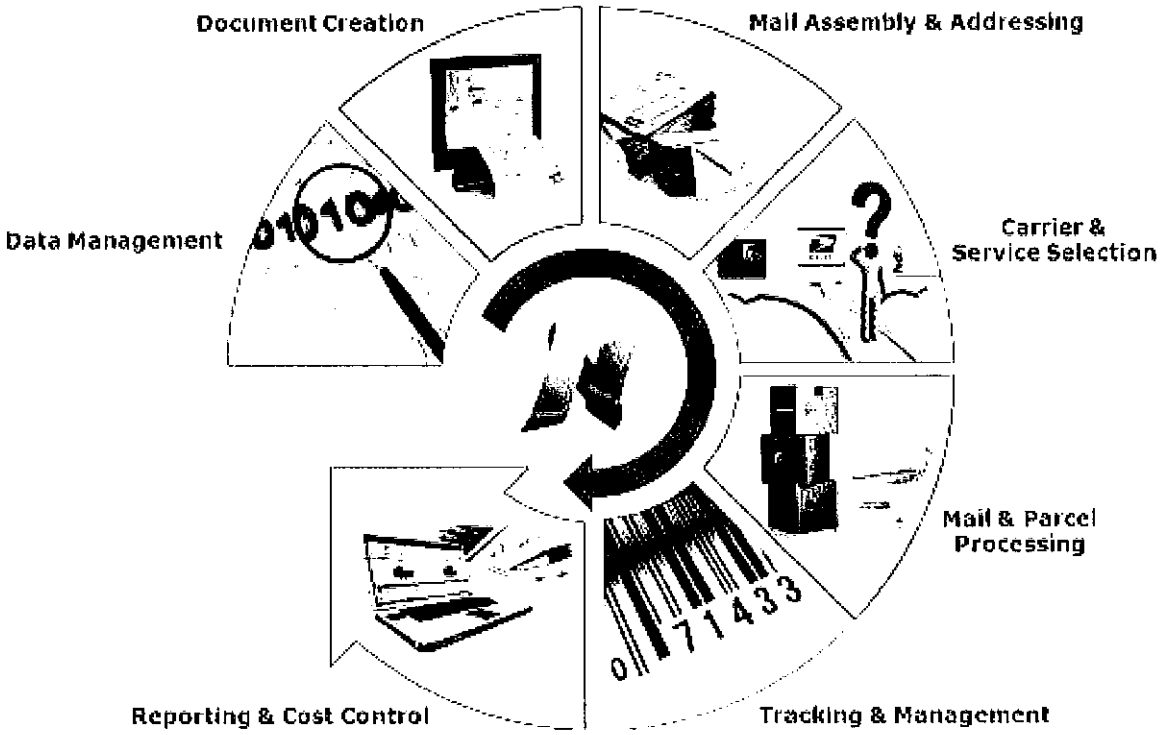
Mail Matters

In today's economic climate, organizations aren't creating mail that doesn't support a vital business function. Every mail piece has a critically important job to perform; from generating revenue to maintaining customer relationships.
Today's mailstream is all about moving your business forward.

Mail Piece Job	Business Goal
Payment collection	Improve cash flow
Lead generation	Boost revenue
Newsletters	Increase customer satisfaction
Renewals	Retain customers
Advertising	Grow market share
Solicitations	Obtain funding



Neopost offers innovative solutions to help you manage the flow of mail during every stage of the process.



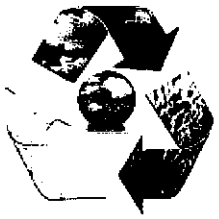
ECO-REVOLUTION

More than three quarters of a product's environmental impact is built into its design. That's why the research and development behind Neopost products has focused on ways to bring value to consumers by significantly improving product environmental performance. A critical design objective in Neopost products is to cost effectively minimize the carbon footprint from all stages of product life.

ECO-CONSERVATION

Neopost products protect the environment while generating cost savings. Our new eco-friendly mailing systems have reduced their environmental footprint over our previous line by up to 50%:

- Component structure...weight and volume reduced by 44%
- Production process...materials usage cut by 10%
- Recyclable cardboard...reduced packaging by 29%
- Power usage...electrical consumption cut by 50%
- Recyclability...reusable material increased by 58%
- Clean transportation network...reduces air pollution



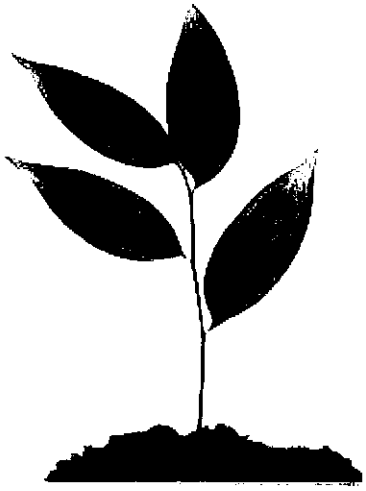
ECO-RESPONSIBILITY

Many Neopost products carry the Energy Star rating and are manufactured at ISO-14001 certified sites as part of an eco-conservation mindset. A powerful commitment to environmental protection and cost savings begins during the design process and makes its way through the responsible use and reuse of Neopost products and their materials.

ECO-FRIENDLY

Neopost provides solutions that benefit you and the environment by manufacturing new eco-friendly mailing systems that:

- Last longer, run cooler and use up to 50% less energy
- Operate more efficiently, saving you time and money
- Save the Environment with innovative product & package designs



EAGLE Registrations Inc.
SERVICE - INTEGRITY - VALUE
ISO 14001 and OHSAS 18001
Registered by EAGLE Registrations Inc.

Going green is more than just good ethics...
– it's also smart business.

Neopost Florida

Customer Guarantee

Equipment Reliability

For all new products covered by a Neopost Florida Maintenance Agreement and operated within the recommended guidelines, we unconditionally guarantee that our equipment will perform to specification. If for any reason a product does not perform at published specification levels and we cannot repair it, we will replace it with a comparable product. We will honor this commitment for five years or the term of your lease agreement.

Rate Change Protection Guarantee

Under our Rate Change protection Program, Neopost Florida guarantees that you will never again have to pay for an unscheduled rate change during the commercial life of your equipment. The Renewable Rate Change Protection guarantee covers unlimited rate changes for an annual fee. If subscribed as part of a lease agreement, Rate Change Protection is guaranteed for the term of your contract. In addition, should the USPS mandate a rate change within 90 days of your new equipment acquisition, you will automatically receive the rate update free of charge.

Equipment Replacement Option

Neopost Florida guarantees that when leasing a new product through our leasing company, special upgrade options will always be available. The flexibility afforded by leasing allows you to capitalize on significant advances in technology as they become available. Our leasing customers will always have the opportunity to utilize state-of-the-art equipment that's ideally matched to changing business needs.

Fixed Price Guarantee

Neopost Florida can provide you with a unique all-in-one lease. This program offers a fixed-payment agreement custom-tailored to your needs, which can include equipment, maintenance, meter rental, and rate change updates. Therefore, your first and last payments would be exactly the same.

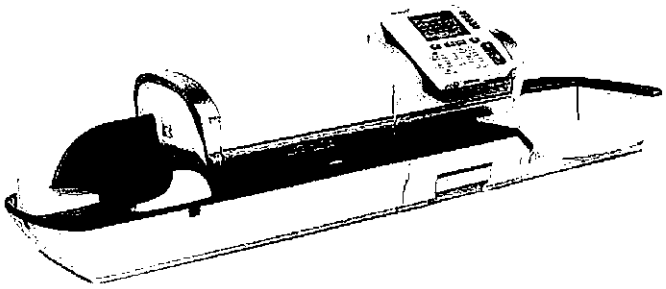
Postage Guarantee

Neopost Florida guarantees postage advances to all credit-approved customers who are utilizing the Postage-On-Call or Telephone Meter Setting systems, including the option to receive a bill for the postage dollars you use. This ensures that you can never run out of postage during normal business hours.

As the premiere provider of office equipment in the state of Florida, Neopost Florida works hard to make you a customer and promises to work even harder to keep you as a satisfied customer. If for any reason our sales or support teams are unable to accommodate your need or concern, please contact our headquarters at 800-881-6245. Your satisfaction is the key to our success.

neopost USA

Solution Summary



Town of Lake Park

IN-600 Digital Mailing System

- State-of-the-art iMeter™ postage meter connects you to a host of powerful business Apps
- Ergonomic design and whisper-quiet operation that complement any office environment
- Smart and intuitive control panel with shortcut keys that save time and eliminate keystrokes
- Automatic mail feeder with secure sealing for fast, hands-free batch processing
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Built-in postage label dispenser with push-button printing of one or multiple tapes

System Configuration

- Includes a 5 lb. scale and envelope catch tray.

Investment Details

State of Florida Contract # 600-760-11-1 lease pricing includes the equipment, all equipment service and postage meter rental with scale rate updates included for the term of the agreement. Billing is done quarterly.

$156.00 per month, 36 month price protected agreement
$133.00 per month, 48 month price protected agreement
$121.00 per month, 60 month price protected agreement

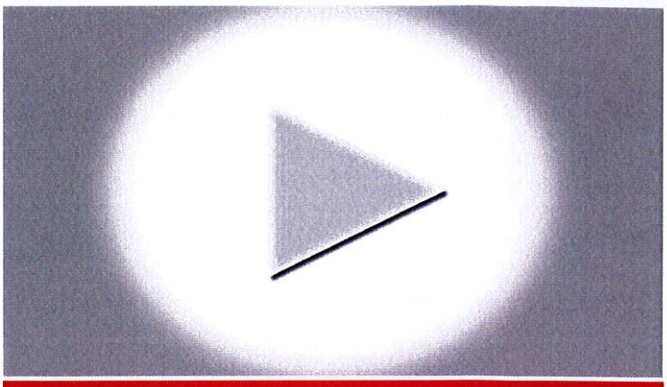
Neopost Florida will deliver and install the new equipment and provide training on it's use.

Paul Mabel
Account Executive
954-770-9721
paul.mabel@neopostflorida.com

Valid Until: 3/2/2014
Neopost Florida

neopost

IN-600 AF Mailing System



View this video on YouTube

Moving Your Mail

When it comes to getting a job done, thriving businesses count on reliable processes that add value and streamline performance. The Neopost IN-600 digital mailing system delivers practical solutions that offer maximum versatility for the results you need. Easy to operate, convenient to use, and whisper-quiet, the highly capable IN-600 is fast and efficient.

View Product Brochure

Visit Product Web Page

IN-600 AF Features

- Neopost iMeter™ with powerful business Apps
- Automatic mail feeder with secure sealing for hands-free batch processing up to 110 letters per minute
- Weigh platform with optional differential weighing handles letters, parcels, and packages with ease
- Built-in postage label dispenser with push-button printing of one or multiple tapes
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- IN-600 is always up to date by automatically downloading the latest postal rates
- Promote your business with ad slogans, custom text messages, or QR codes
- Capture significant savings on Priority Mail® and Express Mail® with included Commercial Rates App

About Neopost

- Over 800,000 customers worldwide
- Direct presence in 29 countries
- Solutions distributed in another 90 countries
- More than 5,900 employees all over the world, including 500 R&D engineers
- Annual revenues exceed $1 billion with 5% dedicated to research and development
- The #1 mailroom solutions company in Europe and second in the world

BBB RATING A+

Your Neopost Representative

Rep Name: **Paul Mabel**

Title: **Account Executive**

Phone: **954-770-9721**

Email: **paul.mabel@neopostflorida.com**

Address: **Neopost Florida**
5645 Coral Ridge Dr.
Coral Springs, Fl. 33076

www.neopostusa.com

Modular Mailing Systems

modular
MAILING SYSTEMS

January 31, 2014

Blake Rane
Town of Lake Park
535 Park Avenue
Lake Park, Fl. 33403

RE: Hasler mailing equipment proposal.

Hasler Model 600 AF, fully automatic feed mailing system with sealing capability.
5 lb. integrated scale platform with stand.
Envelope Catch Tray
Delivery, installation and complete training on use is included.
Connect via LAN for postage refills.
Total Funds. Down load postage now and pay later by invoice.
All equipment service is included for the term of the agreement.
All scale rate updates are included for the term of the agreement.

State of Florida Contract Pricing:

$156.00 X 36 month agreement.

$133.00 X 48 month agreement.

$121.00 X 60 month agreement.

David Berry
Account Executive
Modular Mailing Systems
954-770-9721
d.berry@modularmailing.com

IN600 SERIES

THE PRACTICAL AND VERSATILE CHOICE FOR MOVING YOUR MAIL

Optimize efficiency. Ensure quality.

HASLER

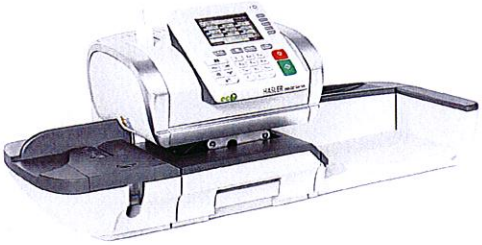
IN600 SERIES

OPTIMIZE EFFICIENCY. ENSURE QUALITY.

In today's fast paced business environments, we are always looking for ways to get the job done quickly and simply while maintaining integrity every step of the way. When it comes to your mail processing needs, the Hasler IN600 Series delivers practical solutions that offer maximum versatility. Available in two models, the IN600 HF and IN600 AF are built to move your mail with the highest level of efficiency.

At a first glance you will notice the contemporary design depicts clean lines, bold edges and aluminum accents, while maintaining the Hasler commitment to build and ship products in the most ecological manner. Coupled with the Hasler iMeter™ postage meter and a suite of Apps, the capabilities of the IN600 Series exceed those of traditional mailing systems.

With an iMeter™ postage meter, powerful Apps and a modern eco-friendly design, there is no doubt the IN600 Series is the practical and versatile choice for moving your mail today and in the future.

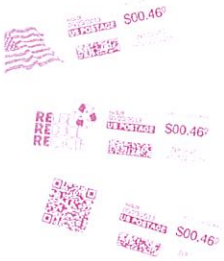


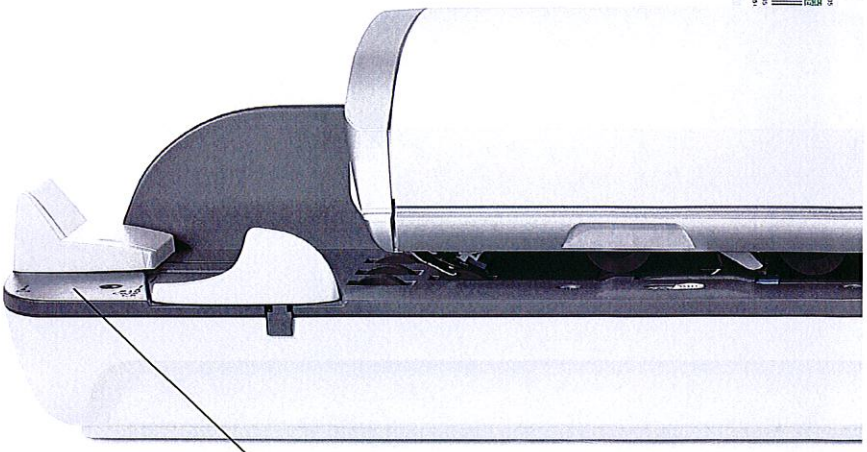
OPTIMIZING EFFICIENCY

The IN600 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the IN600 AF system.

STAND OUT FROM THE REST

Personalize items and help promote your business with ad slogans, custom text messages, QR codes and company logos. All IN600 mailing systems print an IBI Lite indicia, optimizing ink yield and minimizing replenishment.





iMETER™ APPS
Monitor, track, confirm and save when processing items with the E-Services and E-Services with Electronic Return Receipt™ Apps.

INTEGRATED AUTOMATIC LABEL DISPENSER
Simplifies the processing of packages and large envelopes.

AUTOMATIC FEEDER AND SEALER
Processes items at speeds up to 110 lpm.

CLEAN MODERN SPACE-SAVING DESIGN

HASLER iMETER™ POSTAGE METER AND BUSINESS APPS

INTUITIVE CONTROL PANEL

USER-FRIENDLY MAIL PROCESSING

WEIGHING PLATFORM
5, 10, 30 or 70 lb. platforms handle even the heaviest parcels and oversized packages with ease.

DIFFERENTIAL WEIGHING
Reduces manual processing and handling. With differential weighing, the exact postage value is calculated every time an item is removed from the scale.

LARGE DISPLAY
Navigation is a breeze with descriptive prompts, menus and buttons. The Rate Wizard provides concise step-by-step instructions making USPS® rate selection simple.

CUSTOM STAND
Great for holding a 10 lb. weighing platform, extra ink cartridges, labels and barcode scanner.

BARCODE SCANNER
Save time and eliminate errors using a barcode scanner for department/account entry and processing USPS® Extra Services.

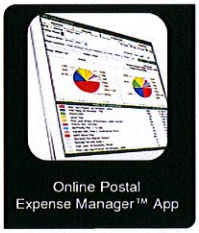
SHORTCUT KEYS
Save time and eliminate keystrokes with the 600 Series shortcut keys.

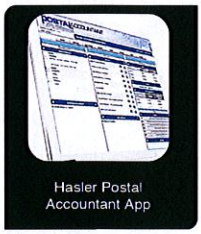
CATCH TRAY
From postcards to 10" x 13" envelopes, this expandable tray holds a variety of items.

IN600 AF shown with optional 10 lb. weighing platform, custom stand and barcode scanner.

HASLER iMETER™ POSTAGE METER AND BUSINESS APPS

The Hasler iMeter™ postage meter is an internet-connected smart device that provides functionality above the traditional postage meter. The IN600 Series and Hasler iMeter™ are connected online to help you better manage your mailing operations and control costs. Low ink email alerts keep you abreast of your ink usage and simplify ink cartridge reordering. With the IN600 Series, postal rate changes are hassle free with direct rate downloads, which ensure full postal compliance.


Online Postal Expense Manager™ App


Hasler Postal Accountant App

POSTAGE EXPENSE MANAGEMENT APP – YOUR KEY TO SAVINGS

Maximize control of your postage expenses! From basic to enhanced reporting, the IN600 Series offers a host of expandable Apps to meet the needs of your business. The Online Postal Expense Manager™ App provides postage usage trends by department, time period and postal class, which help with budget planning. Create spreadsheets and colorful graphs in just minutes, or export postage usage data to Excel for additional analysis and reporting.

The Hasler Postal Accountant App delivers the detailed reports you need to track, analyze, allocate, forecast and consolidate your mail processing activity. Automatic alerts and the ability to set budget limits help you monitor costs and control overspending. Postage usage data can be viewed and reported on for a single location or integrated multi-site enterprise.

Available iMeter™ Apps

- Postal Rates App
- Online Postal Expense Manager™ App
- Hasler Postal Accountant App
- Commercial Rates App
- E-Services App
- E-Services with Electronic Return Receipt™ App
- TotalFunds™ App

IN600 SERIES

OPTIMIZE EFFICIENCY. ENSURE QUALITY.

DESIGNING THE MOST ECOLOGICAL SOLUTIONS

Hasler is dedicated to improving the sustainability of its activities and the environmental performance of its products at each stage of the lifecycle. The Eco label reflects our desire to make customers aware of the environmental progress we have made in recent years. A sticker is placed on all models that meet Hasler's environmental requirements.

The Eco label indicates implementation of key concepts to reduce or eliminate impact on the environment. This includes the use of environmentally sensitive materials, choice of raw materials, weight reduction, packaging, energy savings, lifecycle extension and end-of-life management. The Eco label aims to provide a clear and consistent set of environmental performance criteria for Hasler products, in order to recognize efforts made during the design phase.

The IN600 Series carries Hasler's Eco label ensuring our commitment to the environment.

RAW MATERIAL: We limit the weight and number of materials used when producing our solutions (44% less material and 10.5% fewer components than previous generation mailing systems).

PACKAGING: We reduce the volume of our packaging and use only cardboard which is fully recyclable.

ENERGY: The energy consumption of our products has been reduced with the IN600 Series standard "sleep mode" feature. In addition, we offer remote support whenever possible to reduce travel-related energy use.

SPECIFICATIONS	IN600 HF	IN600 AF
OPERATIONAL EFFICIENCY		
Processing speed	Up to 75 lpm	Up to 110 lpm
Feeding capability	Semi-automatic hand feed	Automatic feed
Envelope minimum/maximum	3.5" x 5"/10" x 13"	
Envelope thickness	Up to 1/2"	
Envelope orientation	Landscape or portrait	
Default rate setting	Yes	
Postage meter tapes	Yes	
Rate Wizard	Yes	
Rate shortcut keys	6	
Job / Imprint memories	9	
MAIL QUALITY AND SECURITY		
Advertising slogans	9 Standard/1 open	
QR codes	Yes	
Personalized text messages	10 Custom	
Postal mail class inscriptions	Automatic	
Incoming mail date stamp	Yes	
4-digit PIN code	50	
BUDGET OPTIMIZATION		
Account tracking	35 Depts. standard 100 and 300 depts. optional	
Hasler Postal Accountant App	Optional – up to 10,000 depts.	
Commercial Rates App	Yes	
TotalFunds™ App	Yes	
ONLINE MANAGEMENT		
Method for postage refilling, rate and software updates	Internet standard; analog modem optional	
Online postage usage reporting	Yes	
Enhanced online reporting	Optional	
E-Services App	Optional	
E-Services with Electronic Return Receipt™ App	Optional	
Low ink email alerts	Yes	
PERIPHERALS		
Weighing platforms	Optional 5, 10, 30 or 70 lb.	
Differential weighing	Optional	
Barcode scanner	Optional	
USB memory key	Optional	
External USB report printer	Optional	
SYSTEM DIMENSIONS	**(L x D x H)**	
Mailing system (IN600 HF)	16" x 15" x 12"	
Mailing system with envelope tray (IN600 HF)	33" x 15" x 12"	
Mailing system (IN600 AF)	34" x 15" x 12"	
Mailing system with envelope tray (IN600 AF)	50" x 15" x 12"	

Neopost SA is a world leader in mailing and logistics solutions. Our innovative solutions bring simplicity and efficiency to your mailing process to make your business run better. Neopost brilliantbasics benefits provide excellence in all our offers, from products to support and services. They bring you the best in operational efficiency, mail quality and security, budget optimization and online management. Whether for advice or support, you enjoy our commitment to supply first-class service – on the phone, on site, or online. Benefit from immediate response times and remote diagnosis at our call centers and fast dispatch of service engineers when needed.

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TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2014 **Agenda Item No.** Tab 10

Agenda Title: Resolution Establishing an Application Process and an Effective Date For Authorization of Non-Exclusive Franchises for Roll-off Container Collection Services

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 2/7/14

David Hunt / Public Works Director

Originating Department: Public Works	Costs: N/A Funding Source: N/A Acct. #: N/A **[X] Finance** BKR	**Attachments:** **Resolution** 06 **-02-14** **and Resolution 41-09-10**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** JDH **Please initial one.**

Summary Explanation/Background: On September 15, 2010, the Town of Lake Park Commission approved Resolution No. 41-09-10 that established an application process for authorizing non-exclusive franchises for roll-off container collection services for a period of three years. Previous to the passage of this resolution, only one contractor had the exclusive franchise to offer roll-off collection services for compactors and construction and demolition debris. By opening up the Town to multiple vendors, businesses and residents have had the ability to obtain competitive quotes for services from three different firms.

Resolution No. 41-09-10 set specific dates in 2010 by which applicants for a franchise had to fill out an application with the Town and for the term of the franchises. The term of the franchises expired December 31, 2013. The Resolution now before the Commission continues the existing program with only the franchise application deadline and the term of the franchise changed to February 20, 2014 and March 31, 2017 respectively.

This program of allowing several roll-off container service vendors to operate within the Town under non-exclusive franchise agreements has proven to be effective and staff recommends that the program be extended for another three year term.

Recommended Motion:

I move to approve Resolution 06 -02-14.

RESOLUTION NO. 06-02-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ESTABLISHING AN APPLICATION PROCESS FOR AUTHORIZING NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that the residents and businesses of the Town would benefit if a process for granting non-exclusive franchises for roll-off collection services is created; and

WHEREAS, upon the adoption of this Resolution any person, firm, company or corporation may apply for a franchise; and

WHEREAS, in order to be granted a franchise an applicant must comply with the process and criteria set forth herein.

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

SECTION 1. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a nonexclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The nonexclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The nonexclusive franchise authorized by this resolution may be used only by the firm. company or corporation issued the franchise, and its direct employees. but not related or affiliated firms. The firm. company or corporation granted a franchise may not subcontract with any other individual, firm. company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.
(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.
(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler. container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.
(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation. all waste shall be contained. tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.
(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims. demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees. in the performance of roll-off collection services within the Town.
(g) The Town reserves unto itself, in its sole discretion. the power to modify the roll-off collection franchise program established in this resolution: including but not limited to the right to revoke all franchises granted. to change or limit the rights granted. or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.
(h) Each franchisee shall obtain and maintain. at its own expense. all licenses and permits required by law or regulation to conduct roll-off collection services.
(i) The grant of a franchise does not relieve any corporation. firm or company from complying with the requirements of Chapter 403. Florida Statutes, and the Department of Environmental Protection's Rules. OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 2. - Nonexclusive franchise fee requirement; monthly fees; reporting requirements.

(a) All franchised roll-off collection service operators shall pay to the Town a nonexclusive franchise fee of $1,500.00 per year. payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the

second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
(b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar year, deliver to the Finance Director or designee:
(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.
(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.
(d) No property owner may share a roll-off collection account with another property owner.
(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.
(f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

<u>SECTION 3.</u> - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.
(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

<u>SECTION 4.</u> - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection

and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. - Application.

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 5:00 PM February 20, 2014. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.
(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. - Term of franchise.

The term of the franchises shall be for a period of three (3) years commencing April 1, 2014 and terminating March 31, 2017.

SECTION 9. - Transfer of nonexclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and

shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of nonexclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any nonexclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.
(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.
(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.
(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein..

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.
(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.
(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

The foregoing Resolution was offered by _____

who moved its adoption. The motion was seconded by _____

and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	____	____
VICE-MAYOR KIMBERLY GLAS-CASTRO	____	____
COMMISSIONER ERIN T. FLAHERTY	____	____
COMMISSIONER MICHAEL O'ROURKE	____	____
COMMISSIONER KATHLEEN RAPOZA	____	____

The Town Commission thereupon declared the foregoing Resolution NO._____

duly passed and adopted this _____ day of _____ 2014.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMS DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY:_____
THOMAS J. BAIRD
TOWN ATTORNEY

RESOLUTION NO. 41-09-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ESTABLISHING AN APPLICATION PROCESS FOR AUTHORIZING NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that the residents and businesses of the Town would benefit if a process for granting non-exclusive franchises for roll-off collection services is created; and

WHEREAS, upon the adoption of this Resolution any person, firm, company or corporation may apply for a franchise; and

WHEREAS, in order to be granted a franchise an applicant must comply with the process and criteria set forth herein.

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

SECTION 1. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a nonexclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The nonexclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The nonexclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.
(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.
(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.
(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.
(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.
(g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.
(h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct roll-off collection services.
(i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

<u>SECTION2.</u> - Nonexclusive franchise fee requirement; monthly fees; reporting requirements.

(a) All franchised roll-off collection service operators shall pay to the Town a nonexclusive franchise fee of $1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the

second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
(b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar quarter, deliver to the Finance Director or designee:
(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.
(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.
(d) No property owner may share a roll-off collection account with another property owner.
(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.
(f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.
(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 4. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection

and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. - Application.

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 5:00 PM October 29, 2010. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.
(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. – Term of franchise.

The term of the franchises shall be for a period of three (3) years commencing January 1, 2011 and terminating December 31, 2013.

SECTION 9. - Transfer of nonexclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and

shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of nonexclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any nonexclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.
(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.
(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.
(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein..

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.
(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.
(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

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

	AYE	NAY
MAYOR DESCA DUBOIS	✓	
VICE-MAYOR PATRICIA OSTERMAN	✓	
COMMISSIONER STEVEN HOCKMAN	✓	
COMMISSIONER JEANINE LONGTIN	✓	
COMMISSIONER KENDALL RUMSEY	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 41-09-10 duly passed and adopted this 15 day of September, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca DuBois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK

TOWN SEAL

TOWN OF LAKE PARK SEAL FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY