



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 2, 2011, 7:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>Desca DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Patricia Osterman</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PUBLIC and OTHER COMMENT**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

G. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

**For Approval:**

1. Regular Commission Meeting Minutes of February 16, 2011 Tab 1
2. Response to Commissioner Longtin's Written Statement to Town Manager 2010 Evaluation Tab 2
3. Resolution No. 06-03-11 Community Development Block Grant Agreement for Bert Bostrom Tab 3
4. Park Sale of Metal Storage Building on 115 U.S. Highway One to NuJak Development Inc. in the amount of \$2,250 Tab 4
5. Resolution No. 07-03-11 New Rental Fee for West Ilex Park Picnic Pavilion Tab 5

**H. PUBLIC HEARING (S):**

**ORDINANCE ON 2<sup>nd</sup> READING:**

**6. Ordinance 01-2011 - Garage/Yard Sale Signage**

**ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 70, ARTICLE IV, SECTION 70-103(1), OF THE TOWN CODE ENTITLED "RESIDENTIAL SIGNS"; PROVIDING FOR AMENDMENTS TO THE REGULATIONS PERTAINING TO GARAGE OR YARD SALE SIGNS; PROVIDING FOR ADDITIONAL REGULATIONS PERTAINING TO SIGN REMOVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Tab 6**

**I. ORDINANCE ON 1<sup>ST</sup> READING**

**7. ORDINANCE NO. 02-2011 – Bank Registration**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE III OF THE CODE OF ORDINANCES ENTITLED "HOUSING CODE" TO CREATE A NEW DIVISION 4, TO BE ENTITLED, "ABANDONED REAL PROPERTY;" PROVIDING FOR SECTION 54-101, ENTITLED "INTENT AND PURPOSE"; PROVIDING FOR SECTION 54-102, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 54-103, ENTITLED "APPLICABILITY"; PROVIDING FOR SECTION 54-104, ENTITLED "REGISTRATION OF ABANDONED REAL PROPERTY"; PROVIDING FOR SECTION 54-105 ENTITLED "MAINTENANCE REQUIREMENTS"; PROVIDING FOR SECTION 28-106, ENTITLED "SECURITY REQUIREMENTS"; PROVIDING FOR SECTION 54-107, ENTITLED "IMMUNITY OF ENFORCEMENT OFFICER"; PROVIDING FOR SECTION 54-108, ENTITLED "ADDITIONAL AUTHORITY"; PROVIDING FOR SECTION 54-109, ENTITLED "REMOVAL OF ABANDONED PERSON PROPERTY AUTHORIZED"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Tab 7**

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

**K. ADJOURNMENT:**

# **Consent Agenda**

# TAB 1



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

Meeting Date: **March 2, 2011**

Agenda Item No. **1**

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

**SUBJECT: Regular Commission Meeting Minutes of February 16, 2011**

**RECOMMENDED MOTION/ACTION: To Approve the Regular Commission Meeting Minutes of February 16, 2011.**

Approved by Town Manager *H. Davis* Date: *2/25/11*

Deputy Clerk *[Signature]* Date of Actual Submittal *2/24/11*

<b>Originating Department:</b> Town Clerk	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b> Meeting Minutes
<b>Department Review:</b> <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> <b>Town Clerk</b> <i>vml</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 <input checked="" type="checkbox"/> _____:  Please initial one.

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, February 16, 2011, 7:00 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 16, 2011 at 7:00 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

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

Vote on Motion:

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

Motion passed 5-0

**PUBLIC AND OTHER COMMENTS:**

*Carlos Berrocal of Jones, Foster, Johnston, & Stubbs 801 Maplewood Dr. Jupiter, FL – introduced himself and thanked the Commission for allowing them to be their new law provider. He gave a brief background of Attorney Baird’s experience and spoke about how he was an asset to their law firm.*

**SWEAR IN CEREMONY FOR MAYOR**

**Town Clerk Vivian Lemley swore in Desca DuBois as the Town’s Mayor.**

**Appointment of a Vice-Mayor**

**Motion: A motion was made by Vice-Mayor Osterman to nominate Commissioner Rumsey as Vice-Mayor; Commissioner Rumsey made the second.**

Vote on Motion:

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

Motion passed 4-1

**Public Comment Open.**

*None*

**Public Comment Closed.**

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes of January 5, 2011
2. Regular Commission Meeting Minutes of January 19, 2011
3. Regular Commission Meeting Minutes of February 2, 2011
4. Great American Cleanup on April 16, 2011
5. Engineering Design Services for Downtown Alleyway Improvements of 7<sup>th</sup> and 8<sup>th</sup> Street with Simmons & White

**Public Comment Open.**

*None*

**Public Comment Closed.**

Commissioner Hockman pulled item #5 for discussion.

**Motion: A motion was made by Commissioner Hockman to approve item numbers 1 through 4 of the Consent Agenda; Commissioner Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		

Commissioner Hockman	X		
Vice-Mayor Rumsey	X		
Commissioner Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Hockman stated that he would like to have the lighting certification as part of the engineering design services contract for downtown alleyway improvements of 7<sup>th</sup> and 8<sup>th</sup> Street with Simmons & White. He stated that he would also have to abstain from voting on the item due to the relationship he has with Simmons & White.

Commissioner Longtin asked why the funds were coming out of the storm water utility funds and not the CRA funds.

Town Manager Davis stated that the project was a storm water utility project.

**Motion: A motion was made by Vice-Mayor Rumsey to approve item number 5 of the Consent Agenda with the modification of adding the lighting certification to the contract; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 4-0

**ORDINANCE ON 1<sup>ST</sup> READING**

**ORDINANCE NO. 01-2011 – Garage/Yard Sale Signage**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 70, ARTICLE IV, SECTION 70-103(1), OF THE TOWN CODE ENTITLED “RESIDENTIAL SIGNS”; PROVIDING FOR AMENDMENTS TO THE REGULATIONS PERTAINING TO GARAGE OR YARD SALE SIGNS; PROVIDING FOR ADDITIONAL REGULATIONS PERTAINING TO SIGN REMOVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT;**

**PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

Commissioner Hockman requested that the Ordinance state that signs could not be posted on trees as well as utility poles.

Town Manager stated that the new language could be added to the Ordinance.

**Motion: A motion was made by Commissioner Hockman to approve Ordinance No. 01-2011 as modified; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 5-0

Attorney Baird read Ordinance No. 01-2011 by caption-only.

**DISCUSSION & POSSIBLE ACTION**  
**Town Manager Performance Evaluation**

Mayor DuBois explained the reason for the discussion item. She stated that her score for Town Manager Davis was a 4.9.

Commissioner Longtin clarified that the score was a 4.9 out of 5 which was a good score.

Vice-Mayor Rumsey stated that he gave Town Manager Davis a 4 out of 5 score on her evaluation. He stated that he has discussed the issues that he had concerns about with Town Manager Davis and believed that those issues would be addressed and he had complete faith in her abilities as the Town's Manager. He stated that it was nice to see consistency in the office of Town Manager because for several years the Town had experienced a "revolving door" of Town Managers.

Commissioner Osterman stated that she had also spoken with Town Manager Davis about her areas of concern and praise. She stated that above all she was grateful for the budget process and the fact that the Town has been able to provide phenomenal service despite all of the budget cuts. She stated that she felt that the Town was in the best possible position that it could be in because Town Manager Davis was leading the Town through it which gave her confidence in going into the next budget year. She made Town Manager Davis aware that she could make any comments and clarify anything regarding her evaluations.

Commissioner Hockman stated that he gave Town Manager Davis an overall score of 3. He stated that he thought that she was an effective manager. He stated that he has spoken to Town Manager Davis about his concerns over the last year and has seen some improvements. He stated that he believed that no one should get a perfect score of 5 because everyone has room for improvement. He stated that he was sure that over the next year they could work together and make accomplishments. He stated that he wanted to work on making the Town known as a friendly Town and he wants new businesses to come in and know that they are welcome.

Commissioner Longtin asked if the Town Manager's contract would need to be renewed.

Town Manager Davis explained that the contract was a year to year contract based on the Commission's evaluation of her. If there came a time where 4/5<sup>th</sup> of the Commission questioned her performance then that would raise the contract issue, otherwise it is automatically renewed based on her evaluation.

Commissioner Longtin asked for a copy of Town Manager Davis' contract.

Vice-Mayor Rumsey stated that he would be happy and thought his fellow Commissioners would be happy to take a vote to have Town Manager Davis' contract renewed.

Commissioner Hockman stated that he was under the impression that the contract was automatically renewed unless someone has an issue and wants to withdraw the contract.

Attorney Baird explained that the only action that would be taken that night on the contract would be the Town Manager's evaluation.

Town Manager Davis thanked the Commission for her evaluations and stated that she takes them very seriously. She stated that she also appreciated the candor. She stated that because she took them seriously, there were some comments made in the evaluations that were stated as fact that were not fact and she asked for the opportunity to provide the Commission with a report with the actual facts at the next Commission Meeting.

The Commissioners agreed that Town Manager Davis could bring a report to the next Commission Meeting.

Town Manager Davis explained that her contract states that upon a favorable review she would receive a merit increase. She stated that she wanted to decline the merit increase for a second year in a row.

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Hockman** congratulated Mayor DuBois upon her re-appointment to the office of Mayor. He announced that on February 27<sup>th</sup> from 11 a.m. to 4 p.m. at Downtown at the Gardens there would be a car show fundraiser put on by the Boy Scouts.

**Vice-Mayor Rumsey** stated that on behalf of Downtown at the Gardens he welcomed the Boy Scouts and their fundraiser car show. He stated that if anyone rides the carousel the day of the car show at Downtown at the Gardens the funds would go to sponsoring the Boy Scouts.

He stated that the Town has been designated a Tree City for the 20<sup>th</sup> year in a row. He thanked Assistant to the Public Works Director Kim Alexander for her hard work in helping the Town receive that award. He addressed Mayor DuBois and stated that it was great to have her back for another three year term. He stated that it was great to know that the community supports her and the work that she's been doing. He thanked her for all of her good work. He addressed former Vice-Mayor Osterman for her hard work as Vice-Mayor and thanked her for her confidence in him as the new Vice-Mayor. He addressed Commissioner Hockman and stated that they do not agree on all things but appreciated all of the hard work he has put in for his first year as a Commissioner. He congratulated Commissioner Longtin on completing one year as a Commissioner. He thanked the community for their hard work and looked forward to working with everyone in the coming year.

**Commissioner Osterman** congratulated Mayor DuBois and thanked her for her hard work and leading the way legislatively on the sober house issue. She stated that there was an article published in the Stuart news regarding the Town's art district. She stated that she asked that the article be published on the Town's website and sent out by e-blast but found that only the link could be sent because of the copyright. She congratulated the Town's new Art Gallery Manager Dee Carnelli.

**Commissioner Longtin** stated that she was not present for the Proclamation that was given to Alice Loiuise-Fullerton. She thanked Ms. Fullerton for her contributions to the Town.

**Mayor DuBois** stated that it was a privilege and a gift to be Town Mayor and was looking forward to working with the Town on legislative issues. She stated that the Town was special and she was proud of it.

**Attorney Baird** congratulated Mayor DuBois on re-appointment.

**Town Manager Davis** also congratulated Mayor DuBois and thanked former Vice-Mayor Osterman for her services. She stated that a new picture of the Commission would be taken on March 2<sup>nd</sup>. She announced the next Sunset Party at the Marina on February 25<sup>th</sup> from 6 p.m. to 8 p.m.

**Vice-Mayor Rumsey** welcomed Bert Bostrom back home.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 7:34 p.m.

\_\_\_\_\_  
Mayor Desca DuBois

\_\_\_\_\_  
Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2011

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: March 2, 2011**

**Agenda Item No. 2**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Response to Commissioner Longtin's Written Statement to Town Manager 2010 Evaluation**

**RECOMMENDED MOTION/ACTION: N/A**

Approved by Town Manager W. Davis Date: 2/25/11

Name/Title \_\_\_\_\_

Date of Actual Submittal \_\_\_\_\_

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

**Summary Explanation/Background:** The Town Manager's annual evaluation occurred at the February 16, 2011 Commission Meeting. The Town Commission asked me if I had any

**response to its evaluation. I requested to respond to a narrative statement written by Commissioner Longtin because I felt that certain statements contained in the narrative were either inaccurate or misleading. Attached is my response, which will be attached to Commissioner Longtin's 2010 evaluation of the Manager.**

## **Report to Town Commission on Commissioner Longtin's Written Statement attached to Town Manager Evaluation for Period March 2010 through January 2011**

**Statement # 1:** Allowing original documentation to leave town hall without, at least, making copies to keep in house is a concern.

**Response:** The only original documents that left town hall were, to my knowledge, documents relating to the Marina lawsuit.

These documents were transferred to the Town's construction litigation attorney who is acting as the Town's agent and has assumed full custodial responsibility of the records. There are literally tens of thousands of documents which, if copied, would have been cost prohibitive for the Town.

**Statement # 2:** Paying out money prior to work being completed is also something that should not have to have been "learned" ie: CRA grants.

**Response:** The issuance of grant funds prior to work being completed is standard for many if not most small grants. There is nothing improper, irregular or non-standard about issuing grant funds up front.

**Statement # 3:** That you share only some commissioner's emails with the entire commission is confusing, odd, unprofessional and perhaps juvenile.

**Response:** Commissioners emails are handled uniformly and consistently. When any commissioner requests information, ALL commissioners receive copies.

**Statement # 4:** Have to give a low rating re: budget. If one item in the budget is suspect then the entire budget is suspect. That you fail to show labor costs in regard to the parking meters in order to prove a profit is a concern. The parking meters were supposed to be shown as its own department (so to speak).

**Response:** There were no additional labor costs added to the budget as a result of the parking meters. The duties of existing Code and Public Works staff were expanded to include meter enforcement and maintenance. The additional costs incurred due to the installation and operation of the meters have been segregated in their own cost center. The revenues are reported in the general fund as are the expenses. The Marina keeps the revenue generated by the meters at the Marina and contributes its' pro-rata share of the expenses to the General Fund.

As for your statement above, "The parking meters were supposed to be shown as its own department (so to speak)", there are several operational reasons why that could not occur. First, this was not a decision of the majority of the commission to report it as such. This was the wish of one commissioner. Second, the purpose of the installation of meters was

**Report to Town Commission on Commissioner Longtin's Written Statement  
attached to Town Manager Evaluation for Period March 2010 through January  
2011**

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to generate additional revenue for the General Fund and the Marina Fund. In May 2009 and July 2009 there was clear consensus from the Town Commission to proceed with the installation of the meters for the express purpose of not raising the tax rate or the rates at the marina. Third, Generally Accepted Accounting Principles (GAAP) prescribe that the General Fund be used to account for all financial resources unless there is a compelling reason to report in some other fund type. These compelling reasons are defined by GAAP and this does not fit the criteria. The debt is secured by non-ad valorem revenues of the General Fund.

**Statement # 5:** When asked if there was anything holding up occupancy of One Park Place you responded something to the effect of, "not a thing". A couple weeks later you confessed that the building had not received a CO and that the building did not have water as well as other things that would hold up occupancy. You allowed the commission, and the public, to believe the 75% occupancy of One Park Place was possible and imminent.

**Response:** While I may have misinterpreted the commissioner's question that resulted in me saying "not a thing", I stand by my belief that at the time I and the commission were convinced by the property owner that 75% occupancy at One Park Place was not only possible, but imminent.

I interpreted the question "is there anything holding up occupancy" to mean is there anything precluding the owner of the project from completing the building and thus obtaining occupancy. I answered honestly and said "not a thing", which is categorically true. When I answered "not a thing" I did so honestly, because I had no reason to believe that the property owner was not in a financial position to finish the project, which would have led to a certificate of occupancy.

**Statement # 6:** That, after all this time, you can only focus on two blocks of the CRA is a concern. You want to increase the size of the CRA and yet you can focus on just two blocks.

**Response:** More than two blocks have been the focus of the CRA. In following the recommendations of the CRA consultants and of the master plan, both 10<sup>th</sup> Street and Park Avenue were targeted as the priority fundamental areas to begin economic development initiatives. The following improvements demonstrate that efforts beyond two blocks have been consistently made.

- Asphalt resurfacing and landscaping of 10<sup>th</sup> Street from Park Avenue to Northlake Blvd.
- Sidewalk repair/replacement on 10<sup>th</sup> Street from Park Avenue to Northlake

**Report to Town Commission on Commissioner Longtin's Written Statement  
attached to Town Manager Evaluation for Period March 2010 through January  
2011**

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Blvd and on Park Avenue from 7<sup>th</sup> Street through 10<sup>th</sup> Street.

- Streetscape on Park Avenue from 7<sup>th</sup> Street to 10<sup>th</sup> Street
- Alleyway improvement project North and South of Park Ave, east of 10<sup>th</sup> Street from Greenbriar Court. to Northern Drive.
- Acquisition and demolition of three buildings on the 700 block of Foresteria Drive.
- Acquisition and renovation of a building @ 800 Park Ave.
- Grant and loan issued to Someplace Restaurant located on Northern Drive and 10<sup>th</sup> Street.
- Renovation of the parcel west of One Park Place to be utilized for a "town green".
- Significant time, effort and focus have been placed on correcting problems with the multi-family apartments located north of Park Ave.

Lastly, your statement that I want to increase the size of the CRA and yet I have focused on just two blocks requires clarification. The Town Commission functioning as the CRA board directed staff to expand the boundaries. Staff will follow suit and agrees with the CRA Board.

**Statement # 7:** You have failed to contact the Lake Park homeowner to discuss the dredging of Southlake. I do not know to what other residents and business owners you have shown the same disregard.

**Response:** The South Lake property owner was contacted. On August 20<sup>th</sup>, 2010 the Public Works Director spoke with Mr. Morrie Lecker who owns property on the Lake. He advised Mr. Lecker that the Town did not have funds for dredging. He further advised Mr. Lecker that one way to raise the funds is that a special assessment could be imposed on property owners who enjoy the use South Lake.

I spoke with North Palm Beach Village Manager Jimmy Knight to see if the Village would wish to share in the dredging beneath North Lake Blvd. North Palm Beach was not willing to share in the expense at this time.

To determine ownership and thus maintenance responsibility of the lake, staff contacted South Florida Water Management District and Florida Department of Environmental

**Report to Town Commission on Commissioner Longtin's Written Statement attached to Town Manager Evaluation for Period March 2010 through January 2011**

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Resources. (Copies of those communications are attached as exhibit A). Considerable effort and time was spent on the South Lake Dredging issue.

As to the statement "I do not know to what other residents and business owners you have shown the same disregard.", I do not show any residents or business owners disregard. To the contrary, I believe strongly to attending to the needs of the property and business owners.

**Statement # 8:** We had a lady (I regret that I cannot remember her name) come before the commission with a program to aid the elderly. The commission told her that her information would appear in the next newsletter. I believe you failed to follow through with that.

**Response:** The lady referenced is Ms. Ava Parker with "Link-up Florida and Lifeline Assistance". She was contacted by staff immediately following the October 6, 2010 Commission Meeting. Ms. Parker stated that she preferred for the Town to sponsor a resource fair in conjunction with another Town event and that she would get back to us, which she did not do.

Ultimately, staff could not place information in a newsletter that was not provided; however, significant effort was made by staff to obtain the information. Staff contacted her again on December 22, 2010 to follow up, but received no return call. (Please see attachment, Exhibit B) Staff followed up again on February 16<sup>th</sup>, 2011 and Ms. Parker apologized for not responding to us. She has been invited to participate in the Town's Art Show on March 19-20.

**Statement # 9:** True economic advancements in the CRA have been lacking. We've been told so many things that, in the end, do not pan out — the Mexican restaurant for example. You had made, and the taxpayers paid for, a banner to announce the coming of the Mexican restaurant when the building does not even have water!

**Response:** Three restaurants have been recruited and are currently under construction on Park Ave, which I believe is very significant, particularly in this economically depressed climate. Those restaurants are Metro Café, which is a "sports" type restaurant and bar located at 933 Park Avenue, Hot Pot, which is a Vietnamese restaurant located at 826 Park Avenue and Casper's on Park which is a French/Italian tapas bistro type restaurant located at 850 Park Avenue. The Mexican restaurant which is referred to was successfully recruited. The Restaurateur was unable to obtain adequate financing for the "build out" of the property. The banner was designed, purchased and installed by the Restaurateur, not the taxpayers. It is regrettable that she was unable to obtain bank financing.

**Report to Town Commission on Commissioner Longtin's Written Statement  
attached to Town Manager Evaluation for Period March 2010 through January  
2011**

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**Statement # 10:** You still do not obtain bids/quotes ie: landscapers, newsletter, etc.

**Response:** On the contrary, every landscape project during the evaluation period was competitively bid and those requiring Town Commission awards were brought to the Town Commission accordingly. (Please see attached, Exhibit C)

The newsletter was competitively bid as well. (Please see attached, Exhibit D)

Additionally, as information, the Town Code Section 2-250 (e) "Cooperative Purchasing" and State Statute allow for the use of reciprocal bids (piggybacking) from other governmental entities. This is standard operating procedure for all governmental agencies and is designed to create cost savings to municipalities and governmental entities to "piggyback" on other entities' competitive bids. This also provides for the ability to use a competitive bid with a successful track record with another governmental entity.

**Statement # 11:** The marina overflow parking lot is falling apart. The asphalt is breaking up which will, in turn break up the painted areas.

**Response:** The parking lot is not falling apart. In order to contain costs, crushed asphalt was utilized for the parking surface. This is a recycled product that comes from demolished roadways. There are 8" of compacted product installed. Because it is crushed and applied cold, it does have a loose, fine material that migrates to the surface. This material will wash off in heavy rains but as the surface ages, less and less of the fines will appear.

Knowing that the stall markings would eventually get scoured, they were spray painted rather than using a more expensive thermo-plastic paint. The lines will eventually need to be repainted, but each paint job should last longer than the previous due to the continuing stabilization of the crushed asphalt. Earle Stewart Toyota just finished their temporary parking area utilizing the exact same methodology.

**Patrick Sullivan**

EXHIBIT A-1

**From:** Patino, Jorge [jpatino@sfwmd.gov]  
**Sent:** Thursday, May 13, 2010 8:18 AM  
**To:** Zehnder, Marcy; Coughanour, Susan; Quigley, Kenneth; Lindholm, Karl  
**Cc:** Patrick Sullivan; Estock, Karen; Bittaker, Henry  
**Subject:** RE: Question re South Lake and C-17

Thank you , Marcy. Based on this information, a SFWMD Right of Way permit would not be required unless work is being performed within the right of way lines (green shaded area) shown in the map provided by Marcy.

Thanks,

Jorge R. Patino, P.E., Director  
Right of Way Division  
Vegetation & Land Management Department  
South Florida Water Management District  
561-682-6175 (Office)  
561-248--7198 (Cell)  
561-682-5257 (Fax)

---

**From:** Zehnder, Marcy  
**Sent:** Wednesday, May 12, 2010 4:44 PM  
**To:** Coughanour, Susan; Quigley, Kenneth; Lindholm, Karl  
**Cc:** 'Patrick Sullivan'; Estock, Karen; Patino, Jorge; Bittaker, Henry  
**Subject:** RE: Question re South Lake and C-17

The Real Estate Records show that we have no interest in this lake...the C-17 right of way easement covers only the canal itself as shown on the attached map.

I pulled the acquisition map from 1956, when the C-17 right of way was established to straighten the existing Earman River...the acquisition map doesn't show the lake, so it was probably dredged after we acquired our easement in September 1956.

*Thanks - Marcy*

---

**From:** Coughanour, Susan  
**Sent:** Wednesday, May 12, 2010 3:07 PM  
**To:** Quigley, Kenneth; Lindholm, Karl  
**Cc:** Patrick Sullivan; Estock, Karen; Patino, Jorge; Bittaker, Henry; Zehnder, Marcy  
**Subject:** FW: Question re South Lake and C-17

Ken & Carl -

At the suggestion of Karen Estock, WPB Field Station Director, I'm forwarding the email below from Patrick Sullivan, the Community Development Director for the Town of Lake Park, to you for follow up.

Can you let him know if the SFWMD has any ownership interests, including easements or right-of-way, in this lake and what our O&M responsibilities are, if any?

Thanks.

Susan

PS to Patrick – As I'm sure you already know, any dredging/bulkhead repairs might also require some type of permit from FDEP and maybe the COE.

EXHIBIT A-2

Susan M. Coughanour, A.I.C.P.  
Senior Planner  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406  
Phone: (561) 681-2563, Ext. 3727  
Fax: (561) 682-5800  
Email: [scoughan@sfwmd.gov](mailto:scoughan@sfwmd.gov)

---

**From:** Bittaker, Henry  
**Sent:** Wednesday, May 12, 2010 2:44 PM  
**To:** Coughanour, Susan  
**Subject:** FW: Question

Can you help him – you know this better than I do -

---

**From:** Patrick Sullivan [mailto:[psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)]  
**Sent:** Wednesday, May 12, 2010 2:31 PM  
**To:** Bittaker, Henry  
**Subject:** Question

Henry: I was hoping you might help me out. We have a small tidal lake off Northlake Blvd in Lake Park. It is called South Lake and I believe that it is part of the C-17 Canal basin as it empties into both the Intracoastal and the C-17 Canal. We are trying to figure out who owns the lake and who has jurisdiction. We have had some requests to repair bulkheads and also to do some dredging. Who can I talk to at SFWMD that might be able to provide me with the appropriate information?? Thanks.

Mania  
NOTE →

Sincerely,

Patrick Sullivan, AICP, CED Community Development Director Town of Lake Park 535 Park Avenue Lake Park, FL 33403 561-881-3318 [psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

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Patrick Sullivan

EXHIBIT 1A-3

**From:** Nadia DiTommaso  
**Sent:** Thursday, May 13, 2010 11:50 AM  
**To:** 'Kasdorf, Jennie'  
**Cc:** Patrick Sullivan  
**Subject:** RE: South Lake S20 T42 R43: Town of Lake Park

Thank you. I greatly appreciate the information. I did verify the Palm Beach County's property appraiser website although unfortunately there is no information on South Lake. I will wait to hear back on your determination. Thanks again and have a wonderful day!

**Nadia Di Tommaso**  
Planner  
**Town of Lake Park:** 535 Park Ave.  
Lake Park, FL 33403  
*Community Development Department*  
Phone: 561-881-3318  
Fax: 561-881-3323

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

-----Original Message-----

**From:** Kasdorf, Jennie [mailto:[Jennie.Kasdorf@dep.state.fl.us](mailto:Jennie.Kasdorf@dep.state.fl.us)]  
**Sent:** Thursday, May 13, 2010 11:39 AM  
**To:** Nadia DiTommaso  
**Subject:** RE: South Lake S20 T42 R43: Town of Lake Park

Nadia,

I will get this logged in this morning.

A quick search for past determinations for South Lake indicate it was dredged from uplands, as was North Lake and the Earman Canal. Therefore, we will recommend the proprietary requirements that would normally apply to state owned lands not apply to South Lake. I will go ahead and complete the determination so you will receive a formal letter of our findings. Our normal turn around time is approximately two weeks.

You may want to check the Palm Beach County Property Appraiser's web site to see if you can determine through their mapping if the lake is privately owned.

*Jennie Kasdorf*

Jennie Kasdorf, GOC 1  
Title and Land Records Section  
FDEP/Division of State Lands  
3900 Commonwealth Blvd, MS 108  
Tallahassee, FL 32399-3000  
[Jennie.Kasdorf@dep.state.fl.us](mailto:Jennie.Kasdorf@dep.state.fl.us)

Phone: 850/245-2788  
Fax: 850/245-2808  
(4-day Work Week-Off Mondays)

EXHIBIT A-4

Florida has a broad public records law (Chapter 119, Florida Statutes). Electronic communications regarding state business are public records available to the public upon request. Your email communications may therefore be subject to public disclosure.

In addition, the information provided in this email is not an opinion of title and should not be relied upon as such.

*The Department of Environmental Protection values your feedback as a customer. DEP Secretary Michael W. Sole is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the DEP Customer Survey](#). Thank you in advance for completing the survey.*

**From:** Nadia DiTommaso [mailto:NDiTommaso@lakeparkflorida.gov]

**Sent:** Thursday, May 13, 2010 11:01 AM

**To:** Kasdorf, Jennie

**Cc:** Patrick Sullivan

**Subject:** South Lake S20 T42 R43: Town of Lake Park

Good Morning Ms. Kasdorf-

Per our conversation, I am looking for a title determination for "South Lake" located in Section 20, Township 42, Range 43 in Palm Beach County, Florida. This determination is required to establish who can authorize the dredging of this body of water. If possible, you may provide the determination to me via email, or by mailing it to the address below. Should you require anything further, do not hesitate to contact me. Thank you and have a wonderful day!

**Nadia Di Tommaso**

Planner

**Town of Lake Park:** 535 Park Ave.

Lake Park, FL 33403

*Community Development Department*

Phone: 561-881-3318

Fax: 561-881-3323

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



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

May 20, 2010

Ms Nadia Di Tommaso  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

RE: South Lake, Town of Lake Park

Dear Ms. Di Tommaso:

This letter is in response to your May 13, 2010, request for a determination of ownership for South Lake, lying in Section 20, Township 42 South, Range 43 East, Palm Beach County.

Our records indicate South Lake was dredged from uplands conveyed to the Florida Coast Line Canal and Transportation Company by Board of Trustees of the Internal Improvement Trust Fund Deed #14273, in 1890. Therefore, we recommend the proprietary requirements that would normally apply to state owned lands not apply to South Lake. Copies of maps are attached.

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection, as supplemented in some cases by information furnished by the requesting party, and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection or other state, federal, or local government agencies may be required prior to conducting activities at the site.

Should you have any questions regarding this determination, please contact Jennie Kasdorf, GOC I, at the above address, Mail Station 108, or 850/245-2788.

Sincerely,

Terry E. Wilkinson, Chief  
Bureau of Survey and Mapping  
Division of State Lands

TEW/jk

Attachments: Maps

cc: FDEP/Southeast District, West Palm Beach  
South Florida Water Management District, West Palm Beach

F:/Title/Jennie/DiTommaso5-20-10.doc

Exhibit "B-1"

**Maria Davis**

**From:** Bambi Turner  
**Sent:** Wednesday, February 16, 2011 5:54 PM  
**To:** Maria Davis  
**Subject:** FW: Link-Up Florida and Lifeline Assistance Project

I have some additional information re this. I called Ms. Parker again to follow up. She called me back and apologized for not responding to me sooner. I discussed with her possible participation in our art festival on March 19 and 20. She advised me that she would like to have a table set up during this event where people could pick up literature about her programs and representatives from her organization could possibly sign people up. I told her we would welcome that, and I would put Greg in touch with her to make arrangements for this. He has called and left a message for her to call him.

Additionally, Ms. Parker advised me that a presentation by her organization is coming up in Riviera Beach in April and she is interested in having us partner with that event so that we can send Town residents there to hear the presentations and obtain more information, etc. She indicated that she will provide me with more information regarding this event so that I can provide it to you.

***Bambi McKibbon-Turner***

**Human Resources Director**  
**Town of Lake Park**  
**535 Park Avenue**  
**Lake Park, Florida 33403**  
**Telephone: 561-881-3300**

**Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, F.S.**

---

**From:** Bambi Turner  
**Sent:** Monday, February 14, 2011 4:25 PM  
**To:** Maria Davis  
**Subject:** FW: Link-Up Florida and Lifeline Assistance Project

I followed up with Greg following the Commission's approval at the 10/6/2010 Commission meeting of a "partnership" with Link-up Florida and Lifeline Assistance to sponsor a resource fair for the Lake Park community to provide residents with information regarding this program and the programs of other public services providers. I talked with Ava Parker immediately following the 10/6/2010 Commission meeting, and she indicated that she thought it would be a good idea to schedule such a resource fair in conjunction with another Town event. On 12/22/2010, I called and left her a detailed message suggesting the Art Fair on 3/19 and 3/20/11. To date, I haven't received any feedback from her.

***Bambi McKibbon-Turner***

**Human Resources Director**  
**Town of Lake Park**  
**535 Park Avenue**  
**Lake Park, Florida 33403**  
**Telephone: 561-881-3300**

2/21/2011

Exhibit B-2

**Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, F.S.**

---

**From:** Greg Dowling  
**Sent:** Wednesday, December 22, 2010 3:52 PM  
**To:** Bambi Turner  
**Subject:** RE: Link-Up Florida and Lifeline Assistance Project

10am – 5pm both days.

---

**From:** Bambi Turner  
**Sent:** Wednesday, December 22, 2010 3:51 PM  
**To:** Greg Dowling  
**Subject:** RE: Link-Up Florida and Lifeline Assistance Project

Thanks.

***Bambi McKibbon-Turner***

***Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
Telephone: 561-881-3300***

**Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, F.S.**

---

**From:** Greg Dowling  
**Sent:** Wednesday, December 22, 2010 3:50 PM  
**To:** Bambi Turner  
**Subject:** RE: Link-Up Florida and Lifeline Assistance Project

Art on Park, March 19<sup>th</sup> & 20<sup>th</sup> on Park Ave.

Greg

---

2/21/2011

Exhibit C-1

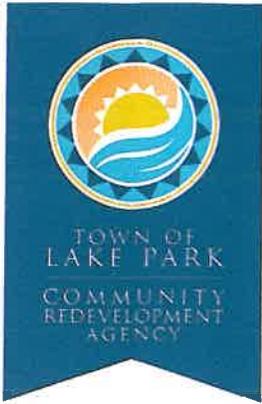
*Awarded by CRA 11/06/10*

**BID TABULATION**  
**GROUNDS MAINTENANCE WITHIN CRA DISTRICT**  
**TOWN OF LAKE PARK BID NO. 08-09**

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	TREE HUGGERS LANDSCAPING		IMPRESSIONS GROUNDS MGMT.		CHRIS WAYNE & ASSOCIATES	
				Unit \$	Amount	Unit \$	Amount	Unit \$	Amount
1	Indemnification, Registration, Permits	Job	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Initial Cut including removal and disposal of overgrowth, dead vegetation and debris	Job	1	\$ 1,500.00	\$ 1,500.00	\$ 5,810.00	\$ 5,810.00	\$ 2,750.00	\$ 2,750.00
3	Provide labor, equipment and materials to maintain all sites free of debris, trash, leaves, clippings, branches, etc.	Weekly	36	\$ 150.00	\$ 5,400.00	\$ 115.00	\$ 4,140.00	\$ 50.00	\$ 1,800.00
4	Provide labor, equipment and materials to mow, weed-eat, edge at concrete surfaces at all sites excluding site #5.	Cut	18	\$ 325.00	\$ 5,850.00	\$ 355.00	\$ 6,390.00	\$ 950.00	\$ 17,100.00
5	Provide labor, equipment, and materials to mow, edge, weed-eat, weed & trim shrubs, maintain irrigation sprinkler heads at site #5	Weekly	36	\$ 100.00	\$ 3,600.00	\$ 50.00	\$ 1,800.00	\$ 100.00	\$ 3,600.00
<b>TOTAL BASE BID ITEMS 1 THRU 5</b>					<b>\$ 16,450.00</b>		<b>\$ 18,240.00</b>		<b>\$ 25,350.00</b>
	Alternate 1: Provide labor, equipment, and materials to install Argentine bahia sod at site #5.	L.S.	1	↑	\$ 7,000.00		7,600.00	\$ 6,800.00	

Bid Opening Dec. 29, 2009

Tabulated by: Richard Filmer, CRA Project Manager



**CRA  
Agenda Request Form**

Meeting Date: **January 6, 2010**

Agenda Item No.

- |                          |                             |                                     |               |
|--------------------------|-----------------------------|-------------------------------------|---------------|
| <input type="checkbox"/> | Public Hearing              | <input type="checkbox"/>            | Resolution    |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/>            | Discussion    |
| <input type="checkbox"/> | Ordinance on First Reading  | <input type="checkbox"/>            | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item    | <input checked="" type="checkbox"/> | Consent       |
| <input type="checkbox"/> | Presentation                | <input type="checkbox"/>            | Other         |

**SUBJECT: AWARD OF BID FOR GROUNDS MAINTENANCE WITHIN THE CRA DISTRICT TO TREE HUGGERS LANDSCAPING & NURSERY LLC IN THE AMOUNT OF \$23,450.00**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Executive Director \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>Prepared By:</b> Richard Pittman CRA Project Manager</p>	<p><b>Costs: \$ 23,450.00</b></p> <p><b>Funding Source:</b> Acct. # 110-55-552-520-46000: \$12,850.00 Acct. # 110-55-552-520-46070: \$10,600.00</p>	<p><b>Attachments:</b> Bid Tabulation</p>
--	---	---

**Summary Explanation/Background:**

The Community Redevelopment Agency district has a need to contract for the grounds maintenance of areas less visible to the public. Landscaping and irrigation maintenance on highly visible roads and paved alleyways within the CRA district are maintained by Chris Wayne & Associates through an annual contract approved by the CRA Board last July. Less visible areas include the lot south of the Fire Station, the alley east of the railroad between Greenbriar Court and West Jasmine Drive, the vacant lots in the 700 block of Foresteria Drive and various unpaved alleyways.

Bids for Grounds Maintenance within the CRA District were opened on December 29, 2009 with three bids having been received (see attached bid tabulation). The firm of Tree Huggers Landscaping & Nursery LLC submitted the low base bid in the amount

of \$16,450.00. The bid amount is for the maintenance through September 30, 2010. The contract provides for renewal at the bid unit prices for two additional years with an option to continue beyond September 2012 with the unit prices adjusted based on the CPI.

In addition to the grounds maintenance of the less visible areas previously described, the base bid includes weekly maintenance of the Town Green site on Park Avenue at 9<sup>th</sup> Street. Alternate I of the bid submittal provides a price to sod the Town Green site with Bahia sod. The Town Green site is planned for up to six events per year and requires more attention than the other maintenance locations covered in the contract. The quoted price to install Argentine Bahia sod at the Town Green site is \$7,000.

Tree Huggers Landscaping & Nursery LLC is based in Loxahatchee, Florida. The firm has been in business for five years. The firm has an annual maintenance contract with the Town of Lantana and recently started a contract with the City of Delray Beach. They have numerous commercial contracts. The owner of the business is a certified arborist and licensed to apply restricted use pesticides.

Award of bid to Tree Huggers Landscape & Nursery LLC in the amount of \$23,450.00 for their low base bid plus Alternate I is recommended.

REQUEST FOR WRITTEN QUOTE  
TOWN OF LAKE PARK, FLORIDA

Date 1-14-10 Awarded to Chris Wayne + Assoc.

Description of Work Slxy Park - Trees  
Provide + Install

Bidder Chris Wayne + Assoc. Bidder All Florida Tree + Land.

Phone # 561-746-4225

Phone # 954-753-6292

Amount \$7,350-

Amount \$9,200.00  
Called 1-27-10 saying  
bid to me.

Bidder Tree Huggers

Bidder \_\_\_\_\_

Phone # 561-319-4131

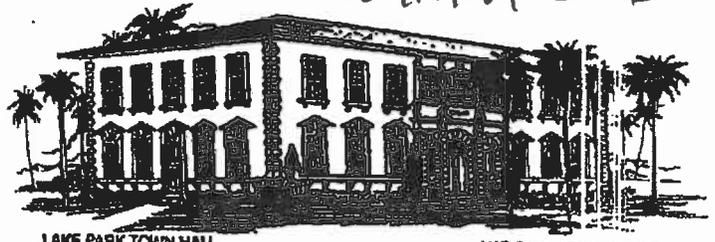
Phone # \_\_\_\_\_

Amount \$15,525.00

Amount \_\_\_\_\_

Called 1-27-10  
Accepted - mailing bid to me

# The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

January 14, 2010

Chris Wayne & Associates, Inc.  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478

Dear Chris:

The Town of Lake Park is soliciting bids to provide and install landscape material at Ilex Park located at West Ilex Drive and 8<sup>th</sup> Street, Lake Park, Florida 33403.

Please provide a price to provide and install the following trees:

<u>Number of Trees</u>	<u>Species</u>	<u>Height</u>	<u>Unit Cost</u>	<u>Total</u>
2	Southern Juniper	8'	150. <sup>00</sup>	300. <sup>00</sup>
4	East Palatka Holly	10'	150. <sup>00</sup>	600. <sup>00</sup>
14	Sabal Palm	10-16' clear trunk	200. <sup>00</sup>	2800. <sup>00</sup>
2	Southern Magnolia	10' 30 gallon	200. <sup>00</sup>	400. <sup>00</sup>
5	Pigeon Plum	10' 25 gallon. 30 gallon	190. <sup>00</sup>	950. <sup>00</sup>
				<u>5050.<sup>00</sup></u>
Remove existing Jambolin Plum tree in accordance with item #15 in the general notes.				<u>2300.<sup>00</sup></u>
				<u>7350.<sup>00</sup></u>

**This is a fast track project and must be completed by 5:00 p.m. March 1, 2010. Please submit bids by January 27, 2010.**

If you have any questions, please contact Maria M. Davis, Town Manager at 561-881-3304.

*M. Davis 1/28/10*

Sincerely,  
*Kimberly A. Alexander*  
Kimberly A. Alexander  
Assistant to the Public Works Director

Accepted 1/28/10  
Attachments

*Department of Public Works*



**LANDSCAPING  
& NURSERY LLC**

P O BOX 703

LOXAHATCHEE, FL 33470-0703

PHONE: 561-319-4131

FAX: 561-795-6761

EMAIL: treehuggers@bellsouth.net

**PROPOSAL**

CLIENT: **TOWN OF OLAKE PARK FLORIDA**

PROJECT: **ILEX PARK**

PROJECT LOCATION: **8<sup>TH</sup> ST AND ILEX DRIVE, LAKE PARK, FLORIDA**

REF: **TREE REMOVAL AND PLANT INSTALLATION**

DATE: **January 26, 2010**

Tree Huggers Landscaping & Nursery (THL&N) will perform the work as outlined in the following scope of services:

**TREE REMOVAL AND PLANT INSTALLATION:**

1. THL&N will provide all equipment, labor and material listed below as per specifications listed in the solicitation general notes.
  - 2- Southern Juniper (*Juniperus virginiana silicicola*) - 8ft overall
  - 4- East Palatka Holly (*Ilex attenuata*) - 10ft overall
  - 14- Sabal Palms (*Sabal palmetto*)- 10 to 16ft clear trunk
  - 2- Southern Magnolia (*Magnolia grand flora*)- 10ft overall 30 gallon
  - 5- Pigeon Plum (*Coccoloba diversiflora*)- 10ft overall 30gallon
2. THL&N will provide all equipment, labor and material needed to remove existing Jambolin tree as per specifications, item #15 general notes.
3. All plant material will be of Florida one quality or better.
4. All best nursery practices will be utilized in the installation of all plant material.
5. All plants will be watered at the time of planting.

- 6. THL&N will provide all equipment, labor and material needed to up-grade existing irrigation system as specified in line item #2 in general notes.

**NOT INCLUDED:**

- 1. Sampling, soil sampling and associated laboratory analysis, additional watering, removal disposal of vegetation off-site.

**OTHER CONDITIONS:**

- 1. THL&N shall not be responsible for any hydrologic issues relating to the site.
- 2. THL&N shall not be responsible for acts beyond its reasonable control, including, but not limited to, adverse soil and/or water quality, or negligence by others.
- 3. Client shall be responsible for obtaining any and all permits required for the above stated work prior to commencement of the work and at no cost to THL&N.
- 4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 5. This proposal shall be valid for 30 days.
- 6. All plant material is guaranteed for one year from time of installation
- 7. This proposal is based on availability of plant material at time of installation.

**CONTRACT FEES:**

THL&N agrees to provide the above stated **Tree removal and plant installation** services for the sum of **\$15,525.00**.

**Submitted by:**

**Accepted by:**

*Timothy LaLonde*

\_\_\_\_\_  
Timothy LaLonde, President  
Tree Huggers Landscaping  
& Nursery LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT C-8



January 27, 2010

Sent via facsimile only: (561) 881-3349

Kimberly A. Alexander  
Department of Public Works  
The Town of Lake Park

Re: Installation of Landscape material at Ilex Park

Dear Ms. Alexander:

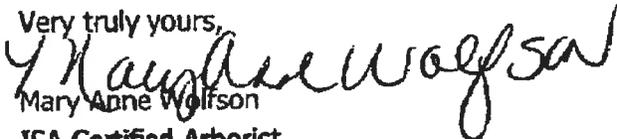
Pursuant to your correspondence of January 14, 2010 and our conversation this morning, please accept this as our bid for the above captioned project:

No# Trees	Species	Height	Unit Cost	Total
2	So. Juniper	8'	190.00	380.00
4	East Palatka Holly	10'	280.00	\$1120.00
14	Sabal Palms	10-16'	275.00	\$3850.00
2	So. Magnolia	10'-30 gal	210.00	\$ 420.00
5	Pigeon Plum	10'-30 gal	270.00	\$1350.00
1	Removal of Jambolin Plum		2080.00	\$2080.00
<b>Total</b>				<b>\$9200.00</b>

This pricing includes the following as outlined in your request:

- Staking of Sabal palms
- Soil and mulch requirements
- Any modifications to the current irrigation system
- Fertilization and watering of all landscape upon installation
- Labor

Kindly contact me if you have any questions. We look forward to working with you.

Very truly yours,  
  
 Mary Anne Wolfson  
 ISA Certified Arborist  
 ISA# 5709A

**5855 N.W. 47<sup>TH</sup> PLACE, CORAL SPRINGS, FL 33067  
PHONE: 954-753-6292 FAX: 954-509-9049**

EXHIBIT C-9

REQUEST FOR WRITTEN QUOTE  
TOWN OF LAKE PARK, FLORIDA

Date 5/20/10

Awarded to Chris Wayne & Assoc

Description of Work Landscaping at parking lot of  
800 Park Ave. Planting soil, trees and shrubs

Bidder CWA

Bidder Tree Huggers

Phone # \_\_\_\_\_

Phone # 317-4131

Amount 2,910<sup>00</sup>

Amount No bid

Bidder Bungard Nurseries

Bidder Precision Landscaping

Phone # \_\_\_\_\_

Phone # 743-7428

Amount No bid

Amount No Bid

5995 did not receive RFP

Giangaris Landscaping

840-9902

No-Bid Mow did not receive

LANDSCAPE PARKING LOT @ 800 PARK AVENUE

EXHIBIT C-10

**Mr. Tim LaLonde**  
**Tree Huggers Landscape & Nursery, LLC**  
**P.O. Box 703**  
**Loxahatchee, Fl. 33470-0703**

**Mr. Chris Dellago**  
**Chris Wayne and Associates, Inc.**  
**15863 97<sup>th</sup> Drive North**  
**Jupiter, Fl. 33478**

**Mr. Rick Giordano**  
**Precision Landscape Co.**  
**P.O. Box 7201**  
**Jupiter, Fl. 33468**

**Mr. Eddie Gianaris**  
**Gianaris Landscaping, Inc.**  
**6677 42nd Terrace North, Suite D**  
**West Palm Beach, Fl. 33407**

**Bongard Nursery**  
**11470 172<sup>nd</sup> Place North.**  
**Jupiter, Fl. 33478-5320**

EXHIBIT C-11

Town of Lake Park Town Commission  
Agenda Request Form

Meeting Date: February 2, 2011

Agenda Item No. 7

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

**SUBJECT:** Award of Bid of Date Palm Drive Landscaping Improvements to Chris Wayne & Associates in the amount of \$17,800.00.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager W. Davis  
Date: 1/25/11

Richard Pittman, CRA Project Manager  
Name/Title

01/24/11  
Date of Actual Submittal

<b>Originating Department:</b> Administration	<b>Costs:</b> \$ 17,800.00  <b>Funding Source:</b> Acct. 301-63807	<b>Attachments:</b> Bid Tabulation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR <b>Not applicable in this case:</b> Please initial one. <u>RP</u>

**Summary Explanation/Background:** In June of 2010 the Town entered into an Urban and Community Forestry Grant agreement with the State of Florida Department of Agriculture and Consumer Services. The grant is for trees to be planted in the median of Date Palm Drive between 6<sup>th</sup> Street and 9<sup>th</sup> Street. The grant amount is \$17,975.00.

Bids were opened on January 20, 2011 with three bids having been received (see attached bid tabulation). The bid documents require for contractors to bid a minimum number of Live Oak, Lysiloma (Wild Tamarind), and Mahogany trees. The bid documents provide Alternates which price additional services and trees to be included in the contract as funds allow.

Chris Wayne & Associates submitted the low base bid in the amount of \$15,000.00. This amount includes 24 Live Oak trees, 10 Lysiloma trees and 10 Mahogany trees. It is recommended that the Award of Bid include Alternate 1 for \$320.00 to replenish mulch at end of the sixty day maintenance period. It is recommended that the Award of Bid also include 8 additional Live Oak trees and irrigation bubblers (Alternates 2a. and 2d.) for an amount of \$2,480.00. The total contract amount will be \$17,800.00. The remaining grant funds of \$175.00 will serve as the project contingency.

Award to Chris Wayne & Associates in the amount of \$17,800.00 for the base bid plus selected alternates is recommended.

It needs to be noted that the Public Works Department has removed several trees in the Date Palm Drive median that that were inappropriate for the new landscaping or have not responded well since the hurricanes.

Base Bid Amount:	\$15,000.00
Alternate 1.- Additional Mulch:	320.00
Alternate 2a.- 8 Additional Oak Trees:	2,320.00
Alternate 2b.- 8 Irrigation Bubblers:	160.00
Total Contract Award:	<u>\$17,800.00</u>

**BID TABULATION**  
**DATE PALM DRIVE LANDSCAPING IMPROVEMENTS**

BID NUMBER 101-2011

ITEM NO.	ITEM DESCRIPTION	QUANTITY	CHRIS WAYNE & ASSOCIATES		THE FAMILY TREE, INC.		TREE HUGGERS LANDSCAPE	
1	INDEMNIFICATION	L.S.	xx	\$ 100.00	xx	\$ 100.00		\$ 100.00
2	MOBILIZATION, REGISTRATION	L.S.	xx	incl.	xx	\$ 350.00		\$ 100.00
3	LIVE OAK TREE,	24	\$ 290.00	\$ 6,960.00	\$ 300.00	\$ 7,200.00	\$ 563.80	\$ 13,531.20
4	LYSILOMA (WILD TAMARIND)	10	\$ 350.00	\$ 3,500.00	\$ 350.00	\$ 3,500.00	\$ 392.60	\$ 3,926.00
5	MAHOGANY	10	\$ 290.00	\$ 2,900.00	\$ 350.00	\$ 3,500.00	\$ 414.00	\$ 4,140.00
6	PROVIDE AND INSTALL BUBBLERS	44	xx	\$ 880.00	xx	\$ 1,320.00	xx	\$ 880.00
7	SUPPLEMENTAL WATERING & 60 DAY MAINTENANCE	L.S.	xx	\$ 660.00	xx	\$ 880.00	xx	\$ 600.00
8	MISCELLANEOUS (layout, cleanup, waste removal)	L.S.	xx	incl.	xx	\$ 300.00	xx	\$ 500.00
<b>TOTAL BASE BID</b>				<b>\$15,000.00</b>		<b>\$ 17,150.00</b>		<b>\$ 23,777.20</b>
Alternate 1: Provide labor, equipment & materials to replenish mulch at end of 60 day watering and maintain				\$ 320.00		No Bid		\$ 660.00
Alternate 2:								
a. Additional Item No. 3				\$ 290.00		No Bid		\$ 400.00
b. Additional Item No. 4				\$ 350.00		No Bid		\$ 300.00
c. Additional Item No. 5				\$ 290.00		No Bid		\$ 300.00
d. Additional Item No. 6				\$ 20.00		No Bid		\$ 20.00
e. Additional Item No. 7				\$ 15.00		No Bid		\$ 600.00

Recommended award to Chris Wayne & Associates for the Base Bid, Alternate 1, and eight each Alternate 2a. & 2d.: \$17,800

Prepared By: Richard Pittman, CRA Project Manager 1/21/11

Exhibit D-1

# LAKE PARK NEWSLETTER

Quotes requested via e-mail on 12/14/2010

Date Rec	Printing		Mailing	
	Current Printer	Current Mail House		
12/17/2010	Ambassador Printing	Ambassador Printing	\$ 150.00	\$ 3,998.20
No bid	Banyan Printing	Banyan Printing		
12/22/2010	Data Print PB	Data Print PB	\$ 252.00	\$ 2,884.50
12/20/2010	EBA	EBA	\$	\$ 3,476.00
12/21/2010	Ideal Printing	Ideal Printing	\$ 252.00	\$ 3,602.00
12/17/2010	Minuteman Press	Minuteman Press		
12/21/2010	Original Impressions	Original Impressions	\$ 278.00	\$ 4,441.00
12/14/2010	Preferred Printing	Preferred Printing	\$ 761.12	\$ 5,572.57
12/17/2010	Print-It Plus	Print-It Plus	\$ 150.00	\$ 4,138.60
12/15/2010	Sir Speedy Printing	Sir Speedy Printing	\$ 416.47	\$ 5,400.18
12/16/2010	The Art of Printing	The Art of Printing		
		The Bureau	\$ 151.53	



# DataPrint

10180 Riverside Drive, Ste 6  
Palm Beach Gardens FL 33410  
Phone: (561) 630-7099 Fax: (561) 630-7337

## CLIENT PROPOSAL

014777

Page: 1

DATE: 12/22/2010

*EXHIBIT D-3*

For:  
ATTN: Virginia Martin  
Town of Lake Park

CLIENT NO: 001082  
TEL: (561) 840-0160  
FAX: (561) 881-3314

FOB: PLANT

TERMS: Net 30

CONSULTANT: RF  
Rob Fredricks

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT.AMOUNT
1. NEWSLETTER	<b>Newsletter - 16 page Self Cover - 4/4</b>				
	<input type="checkbox"/> A.	6500.000	EA	0.436	2,834.00
	Page Size - 8 1/2 x 11 Pages - 16 Page Self Cover Paper - 100# Gloss text Print - 5/5 CMYK w/spot gloss varnish throughout catalog Bindery - Collate, Fold, saddle stitch Package - Shrink in 50's and carton pack Fob - 33403				
	I do not believe you will get as good of an effect putting gloss varnish on gloss paper. I would recommend using a dual effect process with a matte paper using a matte varnish and a spot gloss aqueous. This will give better impact on those items with the spot aqueous.				
	The cost for this process is - 6500 @ .655/ea = \$4257.50 fob 33403				
2. MAILINGSERVICES	<b>Mailing Services to 33403 Quote To Follow</b>				
	<input type="checkbox"/> A.	6300.000	EA	0.00	0.00

Overruns or underruns not exceeding 10% of the order qty will constitute acceptable delivery. We reserve the right to review this quotation if not ordered within 30 days. Sales Tax not included.

THANK YOU  
For this Opportunity  
To Offer Our Services!

## Virginia Martin

---

**From:** Glenn Cummins [glenn@ebaprinting.com]  
**Sent:** Monday, December 20, 2010 11:02 AM  
**To:** Virginia Martin  
**Subject:** Newsletter Print Quote from EBA

EXHIBIT D-4

Virginia,

Below is the quote for this project.

EBA is a family owned and operated full service printing company providing: marketing consulting, graphic design/layout, one to full color printing, bindery and complete mail services. We have been meeting and exceeding the needs of clients since 1959.

We are proud to offer great service and fast turn-around at the lowest prices possible. The pricing quote below is based on the information you provided:

---

### Option 1 - Print & Ship

Print Quantity: 6500 - 16 Pages (self-cover)  
Size: flat 11x17, folded 8.5x11  
Paper Type: 100# gloss text  
Printing Color: full color + spot gloss varnish throughout  
Bindery: collate, saddle stitch, shrink-wrap in 50s & carton pack on skid  
Proof: electronic PDF  
Pricing: \$3560.00 (Price includes freight via common carrier\*)

### Option 2 - Print & Mail

Print Quantity: 6500  
Mail Quantity: 6300  
Size: flat 11x17, folded 8.5x11  
Paper Type: 100# gloss text  
Printing Color: full color + spot gloss varnish throughout  
Bindery: collate, saddle stitch & carton pack qty 200  
Proof: electronic PDF  
Mail Services: Usage of our mail indicia, data admin/CASS Certify, inkjet/sort, USPS paperwork & delivery to Milwaukee Post Office  
Pricing: \$3476.00 + postage\*\* (Includes UPS ground for qty 200)

\*A dock high facility is required or additional charges will apply \*\*Non-profit postage estimate for a saturation mailing is \$0.12 per piece.

### Notes:

1. To order, please call 888-940-7070 M-F 7:30AM to 5:30PM.
2. Instructions for sending us files will be handled at time of order. If your file(s) are larger than 50MB, we suggest sending us a CD.
3. Print/bindery/mail production is 5 business days from time of proof approval.

4. Included in the above pricing is one (1) electronic proof. If additional proofs are required a minimum of \$25.00 will be charged
5. Ink coverage greater than 50% may require an additional charge based on artwork design/layout.
6. Customer provided mail list must be in MS Excel, ASCII or Tab Delimited format.
7. All customer list(s) are destroyed within 3 days from time of mail drop.
8. Actual postage will be determined once we receive your mail data.
9. Postage paid via credit card is charged an additional 2.5% of the actual postage.
10. EBA Printing takes no responsibility for the delivery of mail once we have delivered the mail to the Milwaukee Post Office and have receive an official receipt. First class mail will typically arrive within 2 to 5 mailing days from time of delivery. Third class (bulk mail) will arrive any where from 3 to 28 mailing days. If your piece is time sensitive we highly recommend 1st class mail.
11. Prices stated above are good for 30 days and include paper at current market prices and are subject to change.
12. Sales tax is charged only in Wisconsin \_\_\_\_\_

All printing quotes/prices provided are based on customer providing compatible, press-ready files unless EBA Printing provides graphic design services.

Customer mailing list should be in MS Excel format. The address, city, state & zip code must be in individual columns. Customer data is confidential and the property of the customer and is destroyed within 3 days of use.

Prepayment by credit card (American Express, Master Card or Visa), bank wire transfer or cashiers check is required printing and postage. Postage paid via credit card will be charge 2.5% of actual postage amount.

All prices include an electronic PDF proof. A hardcopy matchprint color proof can be provided for an additional charge.

Preferred file types include:

Adobe PDF (at least 300 DPI and all fonts and images embedded) Adobe InDesign Adobe Illustrator Adobe PageMaker (only Version 6.5) Adobe Photoshop Microsoft Excel (only for 1 or full color) Microsoft Publisher Microsoft Word (only for 1 or full color) Quark Xpress

If you have any additional questions, please feel free to contact me at the number below.

Sincerely,

Glenn Cummins

EBA Printing/Ed Bristol Advertising & Printing 6150 W. Donges Bay Road Mequon, WI 53092 USA Toll Free: 888.940.7070

Local: 262.512.0400

Cell: 414.217.4896

Fax: 262.512.0460

Web: <http://www.EBAPrinting.com>

Email: [glenn@ebaprinting.com](mailto:glenn@ebaprinting.com)



P R I N T I N G , I N C.

FOR ALL YOUR PRINTING NEEDS

Exhibit D-6

12/21/10

Dear Virginia Martin,

As per your request here is your quote.

Brochure/Newletter:

QTY: 6,500 copies

Stock: 100# Gloss Text

Ink: Full Color (5/5, process and spot gloss varnish)

Description:

16 pages, self cover, 8.5" x 11", saddle stitched.

Printing & Bindery: \$3,350.00

Mailing: \$40.00 per thousand plus postage

Thank you very much.

Nicholas Gervasi  
*President of Ideal Printing*

**Virginia Martin**

**From:** Minuteman Press [mmpnorthpalm@yahoo.com]  
**Sent:** Friday, December 17, 2010 7:56 AM  
**To:** Virginia Martin  
**Subject:** Re: Print Quote

EXHIBIT D-7

Good Morning Virginia: The following is our quote for the Town newsletter. The quote assumes that your offices will supply a good computer file in such a format that is applicable for printing, pdf etc.,

**Specifications:**

Qty: 6500, Newsletter 16 reading pages  
 Paper: #100 Gloss text throughout  
 Color:: 5/5 (process+spot varnish)  
 Finished size & Bindery: Fold to 8.5 x 11 and 2 stitches  
 Packing: Shrink in 50's and bulk pack in cartons.  
 Delivered to Rivera Beach Mailing Facility to be designated  
 Digital Proof.

Price: \$3875.00

---

**From:** Virginia Martin <vmartin@lakeparkflorida.gov>  
**Sent:** Tue, December 14, 2010 12:02:24 PM  
**Subject:** Print Quote

I need a written (email is fine) quote for the Town newsletter (attached is regular PDF, not in print quality format) so you can get an idea of what we are looking for. We need 6500 copies, and they need to be delivered to our mail house in Riviera Beach . We print 2 x per year – May & November, and prefer to stay with one printer for the job.

16PG SC 8.5X11 - SADDLE STITCH 11" SIDE; SHRINK WRAP 50'S & CARTON PACK; 5/5 PROCESS & SPOT GLOSS VARNISH;  
 100# HOUSE GLOSS TEXT

On another note, The Post Card job went for \$65 to All-Pro Color. They will not be bidding on this project.

*Virginia Martin*

Grants Writer  
 Town of Lake Park  
 535 Park Avenue

2/18/2011

EXHIBIT D-8



12900 SW 89 Court  
Miami, Florida 33176  
Tel 305.233.1322  
Fax 305.251.1190



# Quotation

Estimate No. **62191** 12-21-2010

YOUR MARKETING COMMUNICATIONS PARTNER™

VIRGINIA MARTIN  
TOWN OF LAKE PARK

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION BASED ON THE SPECIFICATIONS BELOW:

DESCRIPTION: NEWSLETTER 16-PAGE

SIZE: 8.5 X 11

STOCK: 100LB GLOSS TEXT

COLOR: 5/5 PROCESS + S.G.V.

ARTWORK: DISK SUPPLIED  
ELECTRONIC FILES ARE QUOTED AS READY FOR PRESS

SEPARATION:

PROOFS: DIGITAL COLOR PROOFS & BLUELINE

BINDERY: TRIM, FOLD, SADDLE STITCH, SHRINKWRAP IN 50'S

SCHEDULE: WE WILL WORK WITH YOU TO MEET YOUR DEADLINE/DELIVERY REQUIREMENTS

PACKAGING: PACKED IN CARTONS-FOB TO ZIP 33403 VIA GROUND TRUCK

QUANTITY / PRICE: 6,500

\$ 4,163

MAILING: INKJET, SORT, TRAY, DELIVER TO POST OFFICE WILL BE \$ 278 ADDITIONAL  
\*\*POSTAGE ADDITIONAL TO ABOVE

REMARKS: ANY REVISIONS BY CUSTOMER WILL BE INVOICED AT AN APPLICABLE RATE FOR SERVICE  
PROVIDED. PLEASE INITIAL HERE \_\_\_\_\_X

**Terms (unless specified above) net 30 days-1.5% service charge per month for late payment. Any art or type changes additional.**  
This quotation is subject to the terms and conditions set forth on the back side hereof and which are, by reference, made a part hereof. Prices quoted are based on details furnished to our Estimating Department in the absence of final sketches or layouts. The prices are subject to revision if, upon examination of final camera-ready art, photos etc., it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed.

Submitted by **JULIE BRANNEN** Accepted by \_\_\_\_\_

Standard Printing Industry Customs apply to all work done under this contract.  
Please read back side or ask for a copy of the back side of this page if this contract is faxed.



Fine Quality Printing Since 1983.

**PREFERRED PRINTING & GRAPHICS #2**  
 791 Northlake Boulevard  
 North Palm Beach, FL 33408  
 Phone 561.848.3110 • Fax 561.844.6251  
 www.preferredprinting.net

EXHIBIT D-9

ESTIMATE 20483

Date: 12/14/2010

Due Date:

**Customer**

3312

ATTN: VIRGINIA MARTIN  
 TOWN OF LAKE PARK  
 535 PARK AVENUE  
 LAKE PARK, FL 33403

**Order Description**

NEWSLETTER - 16 PAGE - FULL COLOR

Customer Phone: (561) 840-0160

Order Taken By: SCU

Salesperson:

Fax: (561) 881-3314

ORIG	QTY	SIDES	DESCRIPTION	PAPER	PRICE						
2	6,500	2	16 PAGE NEWSLETTER	100# WHITE COATED OFF	\$7,402.23						
4	6,500	1	Bindery		\$924.80						
<table border="0" style="width:100%"> <tr> <td style="width:10%">Quantity</td> <td style="width:15%">Total Price</td> <td style="width:15%">Price/1000</td> <td style="width:35%">Price/EA</td> <td colspan="2"></td> </tr> </table>						Quantity	Total Price	Price/1000	Price/EA		
Quantity	Total Price	Price/1000	Price/EA								

Ship-To

Ship Via: Pickup

**SUBTOTAL** \$8,327.03

**PrePress** \$160.00

**Disc. rate: 35.00%** **Discount** \$2,914.46

State Tax Exempt: \$5,572.57 **State Tax** \$0.00

**TOTAL** \$5,572.57

Proof accepted by: \_\_\_\_\_

Estimate accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



11420 Okeechobee Blvd., Suite D • Royal Palm Beach, Florida 33411  
(561) 790-0884 Fax (561) 790-9378 www.print-itplus.com

*Estimates are based on specifications received. Valid For 30 Days.  
Prices not guaranteed until verified by the Estimator.*

**Town of Lake Park**

December 17, 2010  
Quote #: **125635**  
Tel:  
Fax:  
Page: 1

**Contact: Email**

Quantity	Description	Sub-Total
6,500	Newsletters - Newsletter 16 pg. Self Cover Newsletter 100# Gloss Text 5/5 Process Color with Gloss varnish Saddle Stitch Binding 8.5 x 11 Finished Size	3,988.60
6,300	MAILING DEPT. - Band Newsletters in 50's according to carrier routes as supplied Send intention to saturation mail notice to Post Office - Deliver to US Post Office	150.00

Ship Via	Sub-Total	Tax	Freight	Deposit	Total
	4,138.60	269.01	0.00	0.00	\$ 4,407.61

EXHIBIT D-11



430 Clematis Street  
West Palm Beach, FL 33401  
Phone: 561/833-9661 Fax: 561/833-9695  
www.SirSpeedyWPB.com

Quotation 25919

12/15/10

Virginia Martin  
Town of Lake Park  
921 Park Avenue  
Lake Park, FL 33403

Ship To:  
< Same as Bill To >  
  
Call When Ready

Acct. No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep	
4108	Virginia Martin	561-840-0160			Shauna	Sam	
Quantity	Description				Unit	Price	
6500	<b>Newsletters</b>  16 page self cover Printing on 100# gloss text 5/5 process + spot varnish with bleeds Finished size 11 x 17 Fold and saddle stitch to 8.5 x 11 Shrink wrap in 50's Digital PDF file supplied  Plus tax					4983.71	
Approved: _____		Date: ___ / ___ / _____					
Terms	Subtotal	Shipping	Postage	Tax	Total	Paid	Balance
				6.5%			

Sir Speedy · 430 Clematis Street · West Palm Beach FL 33401 · (561) 833-9661

**BE MEMORABLE!** go to: [www.SirSpeedyPROMOS.com](http://www.SirSpeedyPROMOS.com)





<b>Estimate</b>
Estimate # 66702
Est Date: 12/16/2010
CustCode: 3629

The Bureau, Inc. - 2809 SE Monroe Street - Stuart, FL 34997-  
 Phone: (772) 283-8850 Fax: (772) 283-7979

<b>CUSTOMER INFO</b>	<b>JOB INFO</b>
----------------------	-----------------

Attn: Virginia Martin Town of Lake Park 535 Park Avenue Lake Park FL 33403  Phone: (561) 840-0160    Fax: (561) 881-3314 Terms: Net 30	Estimate # 66702  Account Rep Resa Walton Email: Resa.Walton@Bureauinc.com Job Name: Simplified Address Mailing  Data Due:                      Pstg \$ Due: Material Due:                  Drop Date:
--	---

Qty	Description	Ext Price	Dep Req
-----	-------------	-----------	---------

**Data Processing**

126	Print facing slips for each bundle - 8.5" x 11", One Sided (Simplex), Black and White
126	Create carrier route information for facing slip -

<b>SubTotal:</b>	\$22.68	\$11.34
------------------	---------	---------

**Lettershop**

6,300	affix facing slip to bundle - Under 5 ounces
1	Deliver to Post Office (4 county Area) -

<b>SubTotal:</b>	\$128.85	\$64.43
------------------	----------	---------

**Postage**

\*Postage must be received 24 hours in advance of mail date  
 \*This estimate is valid for 30 days and is subject to change based on review of 'live' data and material

<b>Sub Total:</b>	\$151.53	
<b>Tax:</b>	\$0.00	\$0.00
<b>Total Services:</b>	\$151.53	
<b>Postage:</b>	\$0.00	
<b>Total Incl. Postage:</b>	\$151.53	
<b>Total Deposit Required:</b>	\$75.77	

**Comments**

Client to provide printed materials with indicia, packaged in bundles of 50 (shrink wrapped), carrier route information for distribution. (Finished size 8.5 X 11)

Bureau to print facing slips, fill in carrier route and quantity information (number of pieces in bundle), affix facing slip to shrink wrapped bundle, sort bundle, tray and deliver to West Palm Beach Post office under permit # 113.

RETURN LEFTOVER MATERIALS TO CLIENT  
 MAIL WILL BE PROCESSED FOR NON-AUTOMATED STANDARD CARRIER ROUTE (ECRWSS)  
 RATE POSTAGE AND DELIVERED TO THE SCF FOR POSTAGE DISCOUNTS. POSTAGE NOT INCLUDED IN THIS ESTIMATE.



430 Clematis Street  
 West Palm Beach, FL 33401  
 Phone: 561/833-9661 Fax: 561/833-9695  
[www.SirSpeedyWPB.com](http://www.SirSpeedyWPB.com)

**Quotation 25934**

12/17/10

Virginia Martin  
 Town of Lake Park  
 921 Park Avenue  
 Lake Park, FL 33403

Ship To:  
 < Same as Bill To >  
 Call When Ready

Acct. No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep	
4108	Virginia Martin	561-840-0160			Shauna	Sam	
Quantity	Description				Unit	Price	
6500	<b>Mailing Services</b>  Set up data file for simplified address mailing Print carrier route facing slips & USPS documentation (using your permit number) Prepare bundles of 50 with facing slips/straps Deliver to post office  Plus actual postage for walk sequence saturation distribution (estimate at .151 each for total of \$981.50)  Plus tax					416.47	
Approved: _____		Date: ___/___/___					
Terms	Subtotal	Shipping	Postage	Tax	Total	Paid	Balance
				6.5%			

Sir Speedy · 430 Clematis Street · West Palm Beach FL 33401 · (561) 833-9661

**BE MEMORABLE!** go to: [www.SirSpeedyPROMOS.com](http://www.SirSpeedyPROMOS.com)

# TAB 3

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

**Meeting Date: March 2, 2011**

**Agenda Item No. 3**

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

**SUBJECT: Community Development Block Grant (CDBG) Grant Agreement**

**RECOMMENDED MOTION/ACTION: Recommend Approval**

**Approved by Town Manager** W. J. Davis

**Date:** 2/25/11

Virginia Martin, Grants Writer  
Name/Title

February 23, 2011  
Date of Actual Submittal

<b>Originating Department:</b>  GRANTS	<b>Costs: \$ 53,377</b>  <b>Funding Source: Community Development Block Grant</b> Acct. #	<b>Attachments:</b> <b>Resolution Agreement</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input checked="" type="checkbox"/> Grants <u>GM</u> <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> <u>n/a</u> <b>Please initial one.</b>

**Summary Explanation/Background: Lake Park has an Interlocal agreement with Palm Beach County to be part of the annual PBC Housing & Urban Development grant application for Community Development Block Grant funds. This year, the Commission authorized staff to request funds to install new ADA compliant restrooms at the ballfields, and the Town was subsequently awarded \$53,377 for that purpose. This is the agreement to secure those funds.**

**RESOLUTION NO. 06-03-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING ALL FUNDS ALLOCATED BY PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT TO THE TOWN OF LAKE PARK FOR THE 2010-11 COMMUNITY DEVELOPMENT BLOCK GRANT BE USED TOWARD THE BALLFIELD IMPROVEMENT PROJECT.**

**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 of Lake Park is an eligible entitlement community with a signed Interlocal Agreement with Palm Beach County; and

**WHEREAS**, the project falls under two of the three categories of eligible activities as defined by HUD, in as much as the Ballfields Improvement Project will:

- (1) benefit low and moderate income persons;
- (2) activities to prevent slum or blight on an area designated as such by the County or the State.

**WHEREAS**, the Ballfields Improvement Project lies entirely within a public area that is used by and available to the entire community and the general public for recreation; and

**WHEREAS**, the Ballfields Improvement Project falls in the Lake Park Target area as designated by Palm Beach County Housing and Community Development in their long range action plan.

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

**SECTION 1.** The Town Commission authorizes and directs the Mayor to accept the agreement with the Palm Beach County Commission to use \$53,377 from the Community Development Block Grant program to install ADA compliant restrooms at the Ballfields.

**SECTION 2.** All funds derived from this grant will be used toward completion of the Ballfields Improvement Project.

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

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**TOWN OF LAKE PARK**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Town of Lake Park, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 535 Park Avenue, Lake Park, FL 33403.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accord with the annual Action Plan, and the Town of Lake Park, desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Town of Lake Park to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**PART I**

**DEFINITION AND PURPOSE**

1. **DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Municipality" means the Town of Lake Park.
- (5) "HCD Approval" means the written approval of the HCD Director or his designee.
- (6) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "Low and moderate income persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement.

**PART II**

**SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

## PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$53,377 for the period of April 5, 2011 through and including March 31, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under grant No. B-10-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to March 31, 2012.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that HCD approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HCD and approved by HCD prior to execution of any subcontract

hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS

HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(8) PROGRAM-GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-102 and other applicable regulations incorporated herein by reference.

**PART IV**

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, gender, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County=s Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD=s request.

4. EVALUATION AND MONITORING

The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Municipality shall allow HCD, the County, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality=s choosing, subject to the County=s approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a limited scope audit of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality=s control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

9. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County=s negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality=s negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party=s negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Municipality reserves the right to self-insure for General Liability and Automobile Liability under Florida=s sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains Commercial General Liability or Business Auto Liability, the Municipality agrees to maintain said insurance policies at limits not less than \$100,000 Per Person and \$200,000 Per Occurrence. The Municipality agrees to endorse Palm Beach County Board of County Commissioners as an Additional Insured to the Commercial General Liability, but only with respect to negligence other than County=s negligence arising out of this project or Agreement. **This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.**

The Municipality agrees to maintain, or self-insure, Worker=s Compensation & Employer=s Liability insurance in accordance with Florida Statute, Chapter 440.

The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

The Municipality agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the Municipality of its liability and obligations under this Agreement.

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and

participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist HCD in the implementation of the Citizen Participation Plan, as requested by HCD.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HCD=s support for all activities made possible with funds made available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits;
- (2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The Municipality=s personnel policies and job descriptions; and
- (10) The Municipality=s Certificate of Insurance.

All of these documents will be maintained on file at HCD. The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

(3) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Municipality, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of sixteen (16) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(MUNICIPALITY SEAL BELOW)

**TOWN OF LAKE PARK**

BY: \_\_\_\_\_  
Desca DuBois, Mayor

By: \_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

BY: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Karen T. Marcus, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Journey Beard, Director  
Contract Development and Quality Control

**EXHIBIT "A"**  
**WORK PROGRAM NARRATIVE**

**I. THE MUNICIPALITY AGREES TO:**

- A. **PROFESSIONAL SERVICES:** The Municipality=s staff shall prepare the bid documents to procure the services of a contractor who shall provide design-build services for the below specified restroom/storage building located on the south side of Bert Bostrom Park, west of 6<sup>th</sup> Street and North of Bayberry Drive in the Town of Lake Park.

The bid documents shall consist of performance-oriented specifications for the stated project. The documents shall provide performance-based criteria, including but not limited to: project location, survey and site layout information, interior space requirements, material and equipment quality standards, schematic layout, design and construction schedule, site development requirements, and provisions for utilities.

The Municipality=s staff shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for similar projects. The Municipality=s staff shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary.

- B. **PROJECT SCOPE:** The scope of this project subject to funding availability shall include the following:

The construction of a restroom/storage building in Bert Bostrom Park shall include Americans with Disabilities Act (ADA) compliant restrooms and an access walkway/ramp connecting the building to Bayberry Drive on the south side of said park. The Town, using it=s own resources, shall disconnect the electricity and water service to the building and demolish the building and slab so.as not to interfere with these planned improvements.

NOTE 1: The Municipality shall submit its bid package (drawings/specifications and instructions to bidders), and an itemized opinion of probable construction cost to HCD and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain HCD approval prior to issuing any addenda to its bid documents for this project.

NOTE 2: Should the Municipality use brand names in the bid package/drawings/specifications for this project then these documents must:

- (a) Clearly note that the specified brand name is used for descriptive purposes only, and
- (b) State that æqual@ equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Municipality understands that the use of more than one brand name shall not be regarded as having met the above requirements.

NOTE 4: The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

NOTE 5: The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request from HCD a waiver to the above requirement should the nature of the project so necessitate, and in such instance, HCD may, at its discretion, grant the Municipality such waiver.

NOTE 6: The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain HCD approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain HCD approval prior to executing any change orders to such contract.

NOTE 7: Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County=s funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County=s funding amount made available for the project through

this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

NOTE 8: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

**The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** The Municipality shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Municipality agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.
- G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **WORK SCHEDULE:**  
The time frame for completion of the outlined performance activities shall be March 31, 2012. The Municipality shall meet these mandatory monthly benchmarks by the timely performance, documentation, and completion of the following tasks:

Complete Bid Documents by	APRIL 29, 2011
Advertise & Accept Bids by	JUNE 15, 2011
Award Contract by	JULY 25, 2011
Start Construction by	AUG. 15, 2011
Complete Construction by	FEB. 28, 2012
Submit Final Reimbursement Request by	MAR. 31, 2012

- I. **REPORTS:** The Municipality shall submit to HCD detailed monthly progress reports in the form provided as Exhibit "B" to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by HCD to assess the Municipality's progress in implementing the project.
- J. **USE OF THE PROJECT FACILITY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of ten (10) years after the expiration date of this Agreement (as may be amended from time to time):

- (a) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
1. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
  2. The requirements of paragraph (b) of this section are met.
- (b) If the Municipality determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (a) (1) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (c) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (b) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration of this Agreement.**

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HCD upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD=s requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor=s commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor=s obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD=s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**II. THE COUNTY AGREES TO:**

- A. Provide funding for the above specified improvements (including consultant services) as described above in AProject Scope@, during the term of this Agreement, in the amount of \$53,377. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
  - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT "B"

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT  
MONTHLY NARRATIVE REPORT

<b>Report For:</b>	Month: _____ Year: _____			
<b>Subrecipient Name:</b>	Town of Lake Park			
<b>Project Name:</b>	Bert Bostrom Park Restroom/Storage Building			
<b>Report Prepared By:</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Name</td> <td style="width: 33%; border-bottom: 1px solid black;">Signature</td> <td style="width: 33%; border-bottom: 1px solid black;">Date</td> </tr> </table>	Name	Signature	Date
Name	Signature	Date		

**BUDGETING AND EXPENDITURES**

Amounts Expended this Reporting Period: CDBG Funds:\$\_\_\_\_\_ Other Funds:\$\_\_\_\_\_

Amounts Expended to Date:

////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ _____	\$ _____	%
Other Funds:_____	\$ _____	\$ _____	%
Other Funds:_____	\$ _____	\$ _____	%
TOTAL:	\$ _____	\$ _____	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Send Report to: Bud Cheney  
 Housing & Community Development Dept.  
 100 Australian Avenue, Suite 500  
 West Palm Beach, FL 33406

**EXHIBIT "C"****ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

**I. DEFINITIONS**

ACBM: Asbestos Containing Building Materials  
 AHERA: Asbestos Hazard Emergency Response Act  
 EPA: Environmental Protection Agency  
 FLAC: Florida Licensed Asbestos Consultant  
 HCD: Palm Beach County Department of Housing and Community Development  
 NESHAP: National Emission Standards for Hazardous Air Pollutants  
 NRCA: National Roofing Contractors Association  
 NVLAP: National Voluntary Laboratory Accreditation Program  
 OSHA: Occupational Health and Safety Administration  
 PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)  
 TEM: transmission electron microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant, (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed (in lieu of sampling the roof, it may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all friable asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Municipality has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to HCD and PBCAC for review to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality or requested by HCD. A copy of the completed survey will be forwarded to the Municipality. All asbestos surveys shall be forwarded to the PBCAC.

**III. ASBESTOS ABATEMENT****A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by HCD prior to the removal, (such as asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from HCD. HCD will request the PBCAC to review and approve all exceptions.
- (b) Asbestos Abatement work may be contracted by the Municipality or by HCD upon request.
- (c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the HCD and the PBCAC.
  1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
  2. Pre and Post Job submittals, reviewed and signed by the FLAC.

- (d) If the Municipality requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Municipality.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to HCD and the PBCAC prior to removal of the materials.

## B. DEMOLITION

All friable ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through HCD prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HCD prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from HCD and the PBCAC.

- (a) Asbestos Abatement work may be contracted by the Municipality or by HCD upon request.
- (b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the PBC/HCD and reviewed by the PBCAC.
  1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
  2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Municipality requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Municipality.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.
- (f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HCD. HCD will provide a copy of these documents to PBCAC.
  1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
  2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become not intact.
  3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify HCD.

## IV. NESHAPS NOTIFICATION

### A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing

material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Municipality (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition.

- C. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to HCD. HCD shall provide a copy to the PBCAC. All fees shall be paid by the Municipality.

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33401

V. **APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Municipality, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M & National Emission standard for Asbestos, revised July 1991
- (b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices Under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995
- (i) US Dept of Labor, Standard Interpretation (OSHA)
  - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
  - 2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
  - 3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: March 2, 2011**

**Agenda Item No. 4**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Sale of Metal Storage Building-115 U.S. Hwy. 1 to NuJak Development Inc. in the amount of \$2,250.00.,**

**RECOMMENDED MOTION/ACTION: Approve Sale**

Approved by Town Manager *R. Pittman* Date: *2/25/11*

**Richard Pittman, CRA Project Manager**  
Name/Title

**Feb.23, 2011**  
Date of Actual Submittal

<b>Originating Department:</b> <b>Administration</b>	Costs: \$0.00 Revenue: \$2,250.00 Funding Source:  Acct. #	<b>Attachments:</b> <b>Bid Tabulation</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: Jan. 23, 2011 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>NA</u> <b>Please initial one.</b> <i>RP</i>

**Summary Explanation/Background: The Town of Lake Park recently acquired the property addressed as 115 U.S. Hwy. 1. This property was previously used for a boat sales and**

**service business. The most recent business, Al's Marine Service, was off the property by the end of January.**

**The property was purchased to provide for additional boat trailer parking for users of the Lake Park Harbor Marina boat ramp. There is a 60' X 80" metal building on the property. The metal building needs to be removed to allow for boat trailer parking space.**

**The Town advertised the metal building for sale in the January 23<sup>rd</sup> Palm Beach Post. The Town also advertised the metal building for sale by public bid by posting a sign at the property. During the advertisement period the Town received at least eight telephone inquiries. Four bid packages were sold. Two bids were received.**

**On February 22, 2011 the Town publicly opened the two bids received. The BG Group submitted a bid of \$100.00 to purchase the building. The remaining bid was submitted by NuJak Development, Inc. to purchase the building in the amount of \$2,250.00.**

**The bid documents require the purchaser to remove the building within sixty calendar days of the signing of the sales contract. A storage container and shed attached to the metal building are also required to be removed. The concrete floor slabs are to remain. Fasteners and utilities protruding up thru the slabs are to be cut flush with the concrete surface. The purchaser and the Town will coordinate plugging the sanitary pipes to the satisfaction of Seacoast Utilities.**

**Following the building removal, the Town will need to place asphalt to connect existing asphalt surfaces to the concrete slab to make the concrete surface suitable for parking.**

**NuJak Development, Inc. is the proposed purchaser. The parent company, Nujak Companies, is based in Lakeland Florida with an office in West Palm Beach. They have purchased the building on behalf of a church group. NuJak Development, Inc. will be able to present the required insurance and bond as part of the purchase requirements. Award to NuJak Development, Inc. is recommended.**

**SALE OF SURPLUS PROPERTY**  
**METAL STORAGE BUILDING 115 U.S.HWY. 1**  
**TOWN OF LAKE PARK BID NO. 102-2011**

ITEM NO.	ITEM DESCRIPTION	UNIT	NUJAK DEVELOPMENT INC	THE BG GROUP, LLC
1	PURCHASE and remove from site incl. all considerations for performance bond, insurance, permits, temporary utilities, dust control.	L.S.	\$ 2,250.00	\$ 100.00
1	DEMOLISH and remove from site incl all considerations for performance bond insurance, permits temporary utilities, dust control.	L.S.	NO BIDS FOR DEMOLITION RECEIVED	
<p style="text-align: center;">RECOMMENDED AWARD TO NUJAK DEVELOPMENT, INC. IN THE AMOUNT OF \$2,250.00</p> <p style="text-align: center;">Bid Tabulation Prepared By: Richard Pittman, CRA Project Manager, 02/22/2011</p>				

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 2, 2011

**Agenda Item No.** 5

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> CONSENT AGENDA  |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** New Rental Fee for W. Ilex Park

**RECOMMENDED MOTION/ACTION:** Adopt new Picnic Pavilion Rental Fee for W. Ilex Park.

**Approved by Town Manager** W. Davis **Date:** 2/25/11

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

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

**Summary Explanation/Background:** Attached is the new proposed rental rate for W. Ilex Park Picnic Pavilion, effective March 3, 2011.

**RESOLUTION NO. 07-03-11**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA  
ADOPTING A FEE SCHEDULE FOR THE PUBLIC  
USE OF THE PICNIC PAVILION AT W. ILEX  
PARK.**

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

**WHEREAS**, the Town desires to provide the citizens and visitors with appropriate venues for use of our public parks; and

**WHEREAS**, the Town has determined that it is in the best interest of the Town to provide staff and the public with a uniform rental fee schedule for the use of public facilities; and

**WHEREAS**, the Picnic Pavilions at W. Ilex Park are new facilities that have not previously had a fee structure established.

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

**SECTION 1.** The Town Manager has directed staff to research fee structures for similar facilities in surrounding communities, and to make recommendations for a comparable fee schedule that will allow the Town of Lake Park to maintain these Facilities for public use now and in the future.

**SECTION 2.** Staff is hereby directed to implement the fee schedule that has been set forth in Exhibit “A,” attached to and incorporated in this resolution.

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

***W. Ilex  
Park  
Picnic Pavilion  
Fee Schedule  
2011***

Reservations are made on a first-come, first-served basis. Based on one rental per day per Pavilion. The Picnic Pavilion is available for rental from sunrise – sunset. Staff proposes the following rental fees.

**W. Ilex Park Picnic Pavilion**

Based on an six (6) hour period

**Proposed Charge**

*Deposit -----	\$100
*Resident Rental Fee -----	\$50.00
*Non-Resident Rental Fee -----	\$50.00

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: **March 2, 2011**

Agenda Item No. **6**

- PUBLIC HEARING
- ORDINANCE ON FIRST READING
- ORDINANCE ON SECOND READING**
- PRESENTATION/PROCLAMATION
- Other:
- RESOLUTION
- DISCUSSION/POSSIBLE ACTION
- BID/RFP AWARD
- CONSENT AGENDA

**SUBJECT: GARAGE & YARD SALE SIGNAGE**

**RECOMMENDED MOTION/ACTION:**

Adoption of new Garage/Yard sale signage on second reading.

Approved by Town Manager *N. Di Tommaso* Date: *2/25/11*

Name/Title: Nadia Di Tommaso, Interim CD Director Date of Actual Submittal: 02/23/2011 *ND*

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

**Summary Explanation/Background:**

New garage/yard sale signage allowing for an unlimited number of sale signs to a maximum of four (4) square feet per sign face. Signage shall be removed by 8:00am Monday morning for weekend sales, or by 8:00am the day immediately following the sale on weekdays. Signs that are not removed; that do not reflect the address and phone number; or that are placed on utility poles or columns, fences or other structures or objects will be subject to a \$50 fine.

**ORDINANCE NO. 01-2011**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 70, ARTICLE IV, SECTION 70-103(1), OF THE TOWN CODE ENTITLED “RESIDENTIAL SIGNS”; PROVIDING FOR AMENDMENTS TO THE REGULATIONS PERTAINING TO GARAGE OR YARD SALE SIGNS; PROVIDING FOR ADDITIONAL REGULATIONS PERTAINING TO SIGN REMOVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Commission has determined that an amendment to the regulations contained Town Code, Chapter 70, Article IV, Section 70-103(1)(c), pertaining to garage sale and yard sale signs to provide additional regulations pertaining to required content, sign removal and sign location;

**WHEREAS**, the Town Commission has determined that providing for changes to signage regulations in Section 70-103(1)(c) would further the public’s health, safety and general welfare.

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

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

**Section 2.** Chapter 70, Article IV, Section 70-103(1)(c) of the Town Code is hereby amended to read as follows:

## ARTICLE IV. SIGN REGULATIONS.

### Sec. 70-103. Permitted Signs.

(c) Garage sale and yard sale signs. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (9), (22). Signs with one or two faces, and wall-mounted signs with one face shall be permitted subject to the following restrictions:

(1) Permitted content: Type of sale, the address, dates and hours of the sale, directional information and other related information.

(2) Required content: The property owner shall provide the address of the site of the garage or yard sale and the date of same. Any sign posted without an address or date shall be subject to immediate removal by the town's coed compliance officers.

~~(2) (3)~~ Maximum area: Four square feet per face.

~~(3) (4)~~ Maximum number: ~~Not more than one per lot, per street side, nor four per sale.~~  
No Limit.

(5) Placement of Signs:

- a. An offsite garage sale or yard sale sign may be placed in the public swale.
- b. No sign shall be placed on private property without the owner's permission.
- c. No sign shall be posted on any utility pole or column, fence, or similar structure or object. Such signs will be subject to immediate removal and a fine of \$50 will be assessed.

~~(4) (6)~~ Maximum height:

- a. If freestanding, four feet;
- b. If wall-mounted, no higher than the wall on which it is mounted;

(7) Sign Removal: 1) Weekend Sales. All approved signs shall be removed by 8:00 A.M. on the Monday following the sale. 2) Weekday Sales. All approved signs shall be removed by 8:00 A.M. on the day immediately following the date of the sale. Signs not removed by the required time shall be subject to immediate removal and a fine of \$50 may be assessed to the person or property owner responsible for the permit for the garage or yard sale.

(8) The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64

~~(5) Illegally placed signs shall be removed by the town, at the expense of the property owner and/or the sign owner and/or the individual responsible for the illegal placement.~~

~~(6) A garage sale or yard sale sign may be placed in the swale on the day of the sale only.~~

~~(7) All such signs shall be removed within 12 hours of the sale. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an~~

~~assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.~~

~~(8) The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64.~~

**Section 3. Severability.**

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

**Section 4. Codification.**

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

**Section 5. Repeal of Laws in Conflict.**

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

**Section 6. Effective Date.**

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

# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 2, 2011

Agenda Item No. 7

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING                               | <input type="checkbox"/> RESOLUTION                 |
| <input checked="" type="checkbox"/> <b>ORDINANCE ON FIRST READING</b> | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING                  | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION                    | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                                       |   |

**SUBJECT:** BANK REGISTRATION ORDINANCE

**RECOMMENDED MOTION/ACTION:**

Approval of Bank Registration Ordinance on First Reading.

Approved by Town Manager *W. J. Davis* Date: 2/25/11

Name/Title: Thomas J. Baird, Town Attorney Date of Actual Submittal: 02/23/2011

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

**Summary Explanation/Background:** This ordinance is modeled after ordinances which have been adopted throughout Florida because of the large number of foreclosures occurring. The ordinance creates a process whereby Banks taking title to properties following foreclosures must: 1) Inspect the property and determine whether it has been abandoned; 2) register the property with the Town and pay a registration fee to defray the administrative costs of the Town; 3) maintain and secure the premises; and 4) if the Bank or Lender is out of state, hire a Management Company to maintain and/or secure the property. The management company must be available at all times so that the Town can contact it if there is a problem with the property which has been registered.

## ORDINANCE 02-2011

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE III OF THE CODE OF ORDINANCES ENTITLED "HOUSING CODE" TO CREATE A NEW DIVISION 4, TO BE ENTITLED, "ABANDONED REAL PROPERTY;" PROVIDING FOR SECTION 54-101, ENTITLED "INTENT AND PURPOSE"; PROVIDING FOR SECTION 54-102, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 54-103, ENTITLED "APPLICABILITY"; PROVIDING FOR SECTION 54-104, ENTITLED "REGISTRATION OF ABANDONED REAL PROPERTY"; PROVIDING FOR SECTION 54-105 ENTITLED "MAINTENANCE REQUIREMENTS"; PROVIDING FOR SECTION 28-106, ENTITLED "SECURITY REQUIREMENTS"; PROVIDING FOR SECTION 54-107, ENTITLED "IMMUNITY OF ENFORCEMENT OFFICER"; PROVIDING FOR SECTION 54-108, ENTITLED "ADDITIONAL AUTHORITY"; PROVIDING FOR SECTION 54-109, ENTITLED "REMOVAL OF ABANDONED PERSON PROPERTY AUTHORIZED"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, this Ordinance is enacted pursuant to the home rule powers and authority of the Town Commission contained in Article VIII, Section 2, of the Florida Constitution and Chapter 166 Florida Statutes; and

**WHEREAS**, the Town Commission recognizes there has been an increase in the number of vacant and abandoned properties located throughout the Town; and

**WHEREAS**, the presence of vacant and abandoned properties can lead to a decline in property values and discourage potential buyers from purchasing property within the Town; and

**WHEREAS**, a large number of properties are in foreclosure and/or are no longer owner occupied due to national issues such as a decline in property values and unemployment; and

**WHEREAS**, Palm Beach County and the Town have become particularly impacted by these national issues resulting in homes being abandoned and/or foreclosed upon by large financial institutions and lenders; and

**WHEREAS**, in many cases where there has been a foreclosure instituted, the individuals or families who have resided therein have abandoned the property or ceased maintaining the property; and

**WHEREAS**, the failure to maintain properties results in numerous code violations such

as the accumulation of trash, debris and discarded personal property; overgrown grass and bushes; proliferation of vermin; unsecured swimming pools with standing water; vandalism and occupation by vagrants; and

**WHEREAS**, allowing properties to remain vacant, and to not be maintained creates a public nuisance, requires greater code enforcement activities by the Town, and results in a financial burden on all of the Town's residents and businesses; and

**WHEREAS**, the failure to maintain properties in the Town presents a serious threat to the public health, safety and general welfare; and

**WHEREAS**, many of the vacant and abandoned properties are the responsibility of out-of-state lenders and trustees who fail to adequately secure and maintain such properties; and

**WHEREAS**, the Town Commission determines that it is in the best interests of the Town of Lake Park to create new regulations requiring the registration of vacant properties which have been foreclosed to require their registration, maintenance and security to protect the integrity of the Town's existing residential neighborhoods.

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

**Section 1.** The foregoing recitals are ratified as true and correct and are incorporated herein.

**Section 2.** Chapter 54, Article III, Division 4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created as follows:

**DIVISION 4**

**Sec. 54-101. Purpose and Intent**

It is the purpose and intent of the Town Commission to establish a process to require that abandoned residential properties located within the Town be registered with the Town so that the Town may insure they are maintained. Further, it is the Town's intent to establish an abandoned residential property program to protect residential neighborhoods from becoming blighted because of the property owner's failure to maintain and secure an abandoned property.

**Sec. 54-102. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned real property* means any property that is vacant and is subject to an uncured Notice of Default and/or Notice of Mortgagee's Sale by the lender or a pending Tax Deed Sale; properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary, successor or assign of a mortgage involved in the foreclosure; and any property transferred under a deed in lieu of foreclosure or sale.

*Accessible building or property* means a residential property with a building that is unsecured and/or breached in such a way as to allow access to the property, including a swimming pool, and/or interior space by unauthorized persons.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned personal items and property, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

*Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

*Enforcement officer* means a law enforcement officer, building official, code enforcement officer, fire inspector or building inspector.

*Property management company* means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

*Residential building* means any real property, or portion thereof, situated in the Town, improved by a single-family dwelling or multi-family dwelling, and shall include the buildings and structures (including pools) located on such improved real property.

*Vacant* means any building/structure that is not legally occupied.

**Sec. 54-103. Applicability.**

This division shall be considered cumulative and not superseding or subject to any other ordinance, code, law or provision, but shall constitute an additional remedy available to the Town above and beyond any other state, county and/or ordinance, code, law or provisions relating to same.

**Sec. 54-104. Registration of Abandoned Real Property**

(a) Any mortgagee who holds a mortgage on real property located within the Town shall perform an inspection of the property that is the security for the mortgage upon the issuance of a Notice of Default and the expiration of any cure period set forth in the mortgage documents. If such property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within 10 days of the inspection, register the property with the Town's Community Development Department on a form provided by the Town. A registration fee as established by the Town from time to time is required for each vacant property or dwelling unit within a multi-family dwelling.

(b) If such property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within 10 days of that inspection, register the property with the Community Development Department on a form provided by the Town.

(c) Registration pursuant to this division shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee, facsimile number and e-mail address and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property.

(d) This division shall also apply to properties improved with a residential building that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(e) Properties subject to this division shall remain under the annual registration requirement, security and maintenance standards of this division as long as they remain vacant and for properties not yet subject to a foreclosure sale or a transfer under a deed in lieu of foreclosure, the property owner remains in default.

(f) Any person or corporation that has registered a property under this article must report any change of information contained in the registration within 10 days of the change.

**Sec. 54-105. Maintenance Requirements.**

(a) In addition to the requirements of this division, properties subject to the provisions of this division shall be maintained in accordance with the Town's relevant nuisance, minimum housing, landscaping, building, and other code regulations.

(b) Improved properties subject to this division shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(c) Residential buildings shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(d) Landscaping shall be maintained in accordance with the Town's standard at the time registration was required. Landscaping shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required landscaping and the removal of all trimmings.

(e) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the Town Code and the Florida Building Code, as amended from time to time.

(f) Properties subject to this division shall be inspected and maintained on a monthly basis for so long as the property is vacant.

**Sec. 54-106. Security Requirements**

(a) Residential buildings subject to this division shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing or boarding of the window.

(c) If the property is owned by a corporation and/or out of area mortgagee, a local property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this division, and any other applicable ordinances, codes or laws.

(d) The property shall be posted with the name and 24 hour contact phone number of the person or entity charged with the property's management, security and maintenance. The posting shall be no less than an eight-inch by ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

TO REPORT PROBLEMS OR CONCERNS CALL:

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible or, if no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property. Exterior postings shall be constructed of, and printed with, weather-resistant materials.

(e) The person, entity or property management company shall inspect the property on a bi-weekly basis to ensure that the property is in compliance with this division and other applicable Town ordinances, codes, and laws. Upon the request of Town, the person, entity or property management company shall provide a copy of the inspection reports to the Town's Community Development Department.

(f) Failure of the mortgagee and/or property owner of record to properly register and/or maintain the property may result in a violation of the Town Code and issuance of a Notice of Violation/Notice of Hearing by an enforcement officer. Alternatively, the Town may elect to abate any nuisance upon the property pursuant to Section 54-132 of the Code.

**Sec. 54-107. Immunity of enforcement officer.**

Any enforcement officer or other person authorized by or acting as an agent for the Town shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this division.

**Sec. 54-108. Additional Authority.**

The Community Development Director, or his or her designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this division, to implement additional maintenance and/or security measures as may be reasonably required to help prevent further decline of the property.

**Sec. 54-109. Removal of abandoned personal property authorized.**

(a) It shall be a violation of the Town's Code for any person or entity to abandon personal property, or permit personal property to be left outside of a structure on a property subject to this division. Abandoned personal property is hereby declared to be a public nuisance, the abatement of which is necessary to preserve the public health, safety and general welfare.

(b) Upon a determination by an enforcement officer that a property is vacant and that personal property has been abandoned, the enforcement officer shall make a reasonable effort to ascertain the name and address of the person abandoning said property. The enforcement officer's citation of the property owner for personal property which has been left on a property shall constitute a presumption of abandonment and a prima facie case established that the personal property has been abandoned, subject to rebuttal at a hearing before the Town's Special Magistrate.

(c) For the purposes of this division, a reasonable effort to ascertain the name and address of the owner of the property shall include a search of the public records of the Tax Collector, Property Appraiser, and Clerk of the Courts in Palm Beach County.

(d) The property owner who has abandoned property shall be noticed of a hearing that he is in violation in accordance with the notice provisions of §162.12, Florida Statutes, as it may be amended from time to time.

(e) If the Special Magistrate determines that the property constitutes abandoned property, a reasonable time shall be given to remove the property. If the property is not removed the Town shall be authorized to remove the personal property, and destroy, sell, or salvage the property, and shall be entitled to its proceeds to defray the Town's expenses.

(f) In the event the abandoned property is deemed to be an imminent public health and safety hazard, the Town is authorized to immediately remove the property. The Owner shall be noticed in accordance with §162.12 and assessed the cost of the Town's removal.

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

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

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

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