



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 19, 2014,  
Immediately Following the  
CRA Board Meeting  
Lake Park Town Hall  
535 Park Avenue

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

B. **PLEDGE OF ALLEGIANCE**

C. **RESOLUTION(S) - ACCEPTING ELECTION RESULTS**

1. **RESOLUTION No. 07-03-14 Accepting the Certified Results of the Municipal Election**

Tab 1

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 11, 2014 FOR MAYOR.**

D. **SWEARING IN CEREMONY:**

2. **Swearing in Ceremony for Mayor**

Tab 2

E. **3. ELECTING A VICE-MAYOR:**

Tab 3

**F. SPECIAL PRESENTATIONS/REPORTS**

**4. Parking Meter Analysis**

**Tab 4**

**G. PUBLIC COMMENT:**

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

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

**5. Regular Commission Meeting Minutes of March 5, 2014**

**Tab 5**

**6. Purchase Order Adjustment for Engine Rebuild on Public Works' Commercial Front-load Sanitation Vehicle and Approval for Payment**

**Tab 6**

**7. Accepting the 2012-2013 Annual Report from the Board of Directors of the Lake Park CRA**

**Tab 7**

**8. Approve the Non-Exclusive Franchise Agreement for Roll-off Container Collection Service with Southern Waste Systems, LLC and Waste Management, Inc.**

**Tab 8**

**I. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**

None

**J. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**

None

**K. RESOLUTION:**

**9. Resolution No. 08-03-14 Designation of Signatories for Town Bank Accounts**

**Tab 9**

**10. Resolution No. 09-03-14 Authorizing the Mayor to Sign an Agreement for Tennis Center Management Services**

**Tab 10**

**L. NEW BUSINESS:**

**11. Revisiting the Discussion Regarding the Regulation of Cast Net Fishing at the Lake Park Harbor Marina**

**Tab 11**

**12. Authorizing the Mayor to Sign a Scope of Work for Marina Seawall Remediation Design and Bidding Services**

**Tab 12**

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

**N. ADJOURNMENT**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, April 2, 2014**

**RESOLUTION**  
**Accepting the**  
**Election Results**

# TAB 1



**RESOLUTION NO. 07-03-14**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA,  
ACCEPTING THE CERTIFIED RESULTS OF THE  
MAYORAL ELECTION HELD ON MARCH 11, 2014  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a Mayoral Election for the office of Mayor of the Town of Lake Park was held on Tuesday, March 11, 2014; and

**WHEREAS**, the duly appointed and acting clerks and inspectors of the Town Election Board have made their canvass of ballots as required by law; and

**WHEREAS**, the Town Commission has received the Election Board's report of the results from the Mayoral Election.

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

**Section 1:** Upon canvass of the election returns as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and accepts the Palm Beach County Supervisor of Elections' certification that a total of 363 electors voted and cast ballots in the Mayoral Election held on March 11, 2014 as follows:

**Mayor:**

James DuBois	214
Steve Hockman	149

The Commission hereby declares that the candidate James DuBois received the greatest number of votes in accordance with the provisions of the Town Charter, and is hereby declared elected to the Office of Mayor of the Town of Lake Park.

**Section 2.** The foregoing tabulation of the votes cast is hereby accepted as the results of the Mayoral Election.

**Section 3.** The Town Clerk is directed to send a certified copy of this Resolution to the Palm Beach County Supervisor of Elections, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the entrance(s) of Town Hall.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**UNOFFICIAL RESULTS**  
Cumulative Totals

<p>HIGHLAND - COMMISSIONER</p> <p>Completed Precincts 2 of 2 Under Votes: 3 Over Votes: 0</p> <p>NPA - Dennis J. Sheridan 495 50.93% NPA - Rhoda Zelniker 477 49.07%</p>	<p>JUPITER - FIRST DISTRICT</p> <p>Completed Precincts 29 of 29 Under Votes: 6 Over Votes: 0</p> <p>NPA - Joe Charles 543 39.66% NPA - Todd Wodraska 826 60.34%</p>	<p>OCEAN RIDGE - COMMISSIONER</p> <p>Completed Precincts 1 of 1 Under Votes: 126 Over Votes: 0</p> <p>NPA - James Bonfiglio 296 37.76% NPA - Richard Lucibella 388 49.49% NPA - Robert Wehr 100 12.76%</p>
<p>HIGHLAND QUESTION</p> <p>Completed Precincts 2 of 2 Under Votes: 108 Over Votes: 0</p> <p>YES 640 73.82% NO 227 26.18%</p>	<p>LAKE PARK - MAYOR</p> <p>Completed Precincts 5 of 5 Under Votes: 0 Over Votes: 0</p> <p>NPA - James DuBois 214 58.95% NPA - Steve Hockman 149 41.05%</p>	<p>PB SHORES - MAYOR</p> <p>Completed Precincts 1 of 1 Under Votes: 5 Over Votes: 0</p> <p>NPA - Tom Mills 242 49.69% NPA - John M. Workman 245 50.31%</p>
<p>HYPOLUXO - COUNCIL</p> <p>Completed Precincts 2 of 2 Under Votes: 74 Over Votes: 0</p> <p>NPA - Devon Born 70 16.17% NPA - Michael C. Brown 121 27.94% NPA - Linda Boone Allen 67 15.47% NPA - Brad Doyle 90 20.79% NPA - Christine Nagy 85 19.63%</p>	<p>MANGONIA - SEAT 3</p> <p>Completed Precincts 1 of 1 Under Votes: 10 Over Votes: 0</p> <p>NPA - Clarence R. McConnell 86 48.04% NPA - Edward Earl Smith 93 51.96%</p>	<p>PB SHORES - COMMISSIONER</p> <p>Completed Precincts 1 of 1 Under Votes: 201 Over Votes: 0</p> <p>NPA - John B. Maffett 243 31.03% NPA - Thomas R. Sullivan 274 34.99% NPA - Lisa A. Tropepe 266 33.97%</p>
<p>JUNO- SEAT ONE</p> <p>Completed Precincts 4 of 4 Under Votes: 0 Over Votes: 0</p> <p>NPA - Jason Haselkorn 323 70.22% NPA - Joseph Rooney 137 29.78%</p>	<p>MANGONIA - SEAT 4</p> <p>Completed Precincts 1 of 1 Under Votes: 0 Over Votes: 0</p> <p>NPA - Ariyan Alipanah 18 9.52% NPA - Kelisha Buchanan-Webb 90 47.62% NPA - Addie L. Greene 81 42.86%</p>	<p>PB SHORES QUESTION</p> <p>Completed Precincts 1 of 1 Under Votes: 15 Over Votes: 0</p> <p>YES 167 35.01% NO 310 64.99%</p>

**UNOFFICIAL RESULTS**  
Cumulative Totals

**PALM BEACH**

<p>PB GARDENS - GROUP 3</p> <p>Completed Precincts 45 of 47 Under Votes: 79 Over Votes: 3</p> <p>NPA - Eric Jablin 3,605 51.02% NPA - Michael J. Peragine 3,461 48.98%</p>	<p>SOUTH BAY - GROUP ONE</p> <p>Completed Precincts 1 of 1 Under Votes: 9 Over Votes: 0</p> <p>NPA - Esther E. Berry 184 57.68% NPA - Kina Green-Phillips 135 42.32%</p>
<p>PB GARDENS - GROUP 5</p> <p>Completed Precincts 45 of 47 Under Votes: 496 Over Votes: 4</p> <p>NPA - Robin Deaton 3,018 45.40% NPA - Marcie Tinsley 3,630 54.60%</p>	<p>SOUTH BAY - GROUP FIVE</p> <p>Completed Precincts 1 of 1 Under Votes: 2 Over Votes: 0</p> <p>NPA - RL Thomas Jr 86 26.38% NPA - Virginia K. Walker 101 30.98% NPA - John Wilson 139 42.64%</p>
<p>RIVERA QUESTION</p> <p>Completed Precincts 21 of 21 Under Votes: 6 Over Votes: 0</p> <p>YES 2,645 73.33% NO 962 26.67%</p>	<p>WELLINGTON - SEAT 2</p> <p>Completed Precincts 29 of 29 Under Votes: 45 Over Votes: 2</p> <p>NPA - Anne Gerwig 2,557 62.67% NPA - Sharon Lascola 1,523 37.33%</p>
<p>ROYAL PALM - MAYOR</p> <p>Completed Precincts 23 of 23 Under Votes: 3 Over Votes: 0</p> <p>NPA - Laurel Bennett 110 5.68% NPA - Matty Mattiofi 722 37.25% NPA - Felicia Matula 689 35.55% NPA - Martha Webster 417 21.52%</p>	<p>WELLINGTON - SEAT 3</p> <p>Completed Precincts 29 of 29 Under Votes: 50 Over Votes: 0</p> <p>NPA - Howard K. Coates, Jr. 2,318 56.86% NPA - Matt Kurit 1,759 43.14%</p>

**REGISTRATION & TURNOUT**  
PALM BEACH

Completed Precincts	274 of 277
Total Registration	316,521
Precinct Ballots Cast	33,356 10.54%
Precinct ADA Ballots Cast	0 0.00%
Absentee Ballots Cast	8,836 2.79%
Early Voting Ballots Cast	0 0.00%
Early Voting ADA Ballots Cast	0 0.00%
Provisional Ballots Cast	3 0.00%

**ATLANTIS - SEAT 1**

Completed Precincts	1 of 1
Under Votes:	0
Over Votes:	0
NPA - Fred Furtado	204 51.26%
NPA - Daniel Larkin	194 48.74%

**BOYNTON2 - COMMISSIONER**

Completed Precincts	7 of 7
Under Votes:	1
Over Votes:	0
NPA - Mack McCray	568 71.36%
NPA - Paula Melley	228 28.64%

**BOYNTON4 - COMMISSIONER**

Completed Precincts	13 of 13
Under Votes:	1
Over Votes:	0
NPA - Joe Casello	304 78.55%
NPA - Carmelia R. Nanton	83 21.45%

**BOCA - MAYOR**

Completed Precincts	37 of 37
Under Votes:	65
Over Votes:	1
NPA - Susan Haynie	6,250 56.99%
NPA - Anthony Majhess	4,716 43.01%

**BOCA - SEAT B**

Completed Precincts	37 of 37
Under Votes:	533
Over Votes:	4
NPA - Mohamed Abdalla	558 5.32%
NPA - Michael Mullaugh	5,480 52.22%
NPA - Craig F. Ehrnst	3,297 31.41%
NPA - Eric Gooden	1,160 11.05%

**BOCA - SEAT D**

Completed Precincts	37 of 37
Under Votes:	795
Over Votes:	0
NPA - Rosetta V. Bailey	1,666 16.27%
NPA - Robert S. Weinroth	6,819 66.61%
NPA - Yaniv Alcalay	1,752 17.11%

**DELRAY - SEAT 2**

Completed Precincts	35 of 36
Under Votes:	90
Over Votes:	0
NPA - Richard 'Rick' Burgess	286 4.52%
NPA - Chris Davey	2,908 45.93%
NPA - Al Jacquet	3,138 49.56%

**DELRAY - SEAT 4**

Completed Precincts	35 of 36
Under Votes:	179
Over Votes:	5
NPA - Pamela Brinson	292 4.68%
NPA - Angie Gray	2,538 40.69%
NPA - Jordana Jarjura	3,189 51.12%
NPA - Victor 'Doc' Vic' Kirson	219 3.51%

**DELRAY QUESTION**

Completed Precincts	35 of 36
Under Votes:	1,100
Over Votes:	2
YES	2,942 55.30%
NO	2,378 44.70%

**GREENACRES - DISTRICT III**

Completed Precincts	16 of 16
Under Votes:	3
Over Votes:	0
NPA - Judith Dugo	784 71.08%
NPA - Rochelle Gaenger	319 28.92%

**GULSTREAM - COMMISSION**

Completed Precincts	1 of 1
Under Votes:	363
Over Votes:	0
NPA - Robert Ganger	325 18.87%
NPA - Scott W. Morgan	325 18.87%
NPA - Martin E. O'Boyle	122 7.08%
NPA - Joan K. Orthwein	313 18.18%
NPA - Thomas M. Stanley	317 18.41%
NPA - Donna S. White	320 18.56%

# **SWEARING IN CEREMONY**

# TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2014

Agenda Item No.

Agenda Title: Swearing in Ceremony for Mayor

- [ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON \_\_\_ READING
[ ] NEW BUSINESS
[X] OTHER: Swearing in Ceremony

Approved by Town Manager [Signature] Date: 3/5/14

Vivian Mendez - Town Clerk

Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Oath of Office), Advertised (Not Required), and notification status (Yes I have notified everyone VM).

Summary Explanation/Background: The attached Oath of Office will be administered to the Mayor by the Town Clerk

Recommended Motion: None



# OATH OF OFFICE For Mayor Town of Lake Park

I, **James DuBois**, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of Mayor, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

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**James DuBois**

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this 19 day of March, 2014, by, who is personally known to me and who has taken the oath (above).

---

**Vivian Mendez**  
**Notary Public, State of Florida**  
**Commission No. FF 008807**

**My commission expires: February 24, 2017**

# **ELECTING A VICE-MAYOR**

# TAB 3



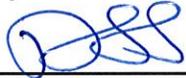
**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 19, 2014      **Agenda Item No.**

**Agenda Title:** Electing a Vice-Mayor

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA
- BOARD APPOINTMENT                     OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER: Electing a Vice-Mayor**

**Approved by Town Manager**       **Date:** 3/5/14

*Vivian Mendez – Town Clerk*  
 Name/Title

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Town Charter Article IX -          Duties of Certain Town          Officers, Section 1</b>
<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 <u>UM</u> <b>Please initial one.</b>

**Summary Explanation/Background:** In the Town’s Charter, Article IX, Duties of Certain Town Officers in Section 1. Duties of certain officers it states that “the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor.”

The Town conducted a Mayoral Election on March 11, 2014 therefore it is necessary for the Town Commission to elect a Vice-Mayor through a nomination process.

**Recommended Motion:** I move to nominate \_\_\_\_\_ as Vice-Mayor.

**ARTICLE IX. DUTIES OF CERTAIN TOWN OFFICERS**

**Section 1. Duties of certain officers.**

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

*Editor's note*—Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.

**Section 2. Powers and duties of town clerk.**

*Editor's note*—This section was transferred to Code of Ordinances § 2-84 pursuant to F.S. § 166.021.

**Section 3. Powers and duties of the town tax assessor.**

*Editor's note*—This section was superseded by F.S. § 193.116 which provides for assessment by the county property appraiser.

**Section 4. Powers and duties of the town tax collector.**

*Editor's note*—This section was superseded by F.S. § 193.116 which provides for tax collection by the county tax collector.

**Section 5. Powers and duties of the town treasurer.**

*Editor's note*—This section was transferred to Code of Ordinances § 2-85 pursuant to F.S. § 166.021.

**Section 6. Powers and duties of the town budget officers.**

*Editor's note*—Portions of this section were transferred to Code of Ordinances § 2-86 and others deleted pursuant to F.S. § 166.021.

**Section 7. Town attorney.**

The Commission shall appoint a Town Attorney who shall be responsible for the town's legal affairs and act as legal counsel for the commission, its officers, employees and appointed boards or committees in the performance of their official duties. The Town Attorney shall be properly qualified, the minimum qualifications being a member in good standing of the Florida Bar, and at least five years experience as a full time county or municipal attorney. The responsibilities and duties of the Town Attorney and his appointment and removal shall be as set forth in section 2-87 of the Town's Code of ordinances.

(Ord. No. 06-2012, § 2, 5-2-2012)

**ARTICLE X. APPOINTMENT AND REMOVAL OF TOWN EMPLOYEES AND OFFICERS**

*Editor's note*—This article was deleted pursuant to F.S. § 166.021.

**ARTICLE XI. ANNUAL AUDIT**

*Editor's note*—This article was deleted pursuant to F.S. § 166.021.

**ARTICLE XII. TOWN POLICE DEPARTMENT**

*Editor's note*—This article was deleted pursuant to F.S. § 166.021.

**ARTICLE XIII. MUNICIPAL JUDGE AND JUDGES AD LITEM**

*Editor's note*—This article was superseded by Fla. Const. art. V, § 20(d)(4) which abolished all municipal courts by January 3, 1977.

**ARTICLE XIV. MUNICIPAL RECALL**

**Section 1. Mayor, any commissioner or any elected official may be recalled.**

The Mayor, any Commissioner or any other elected official may be recalled and removed from his or her respective office as provided by Florida Law (F.S. § 100.361, Municipal Recall.) (Ord. No. 5-1984, § 2, 3-21-1984)

**SPECIAL  
PRESENTATION/  
REPORT**

# TAB 4



- An accounting of parking tickets issued, parking meter revenue, annual parking pass revenue, and parking citation revenue.
- A color graph provided to us by PBSO, showing the crime comparisons, by year, for the two sectors of the community that are considered to be in the Kelsey Park area. We had heard anecdotally that when the parking meters were installed in 2009, that they had a positive effect on reducing crime in and near the park because our parking enforcement efforts established a clear presence when patrolling for parking meter violators. And one other bit of anecdotal evidence is that “bad guys” don’t like to plug the parking meters. As one can see, crime statistics seemed to go down the year after the parking meters were installed (2010). Please understand that this is not a statistically valid crime analysis, but rather just some anecdotal evidence which seems to partially support the concept that the parking meters did have some type of effect toward reducing crime in and near the park.

**Recommended Motion:** No motion is necessary, as this agenda item is a presentation only.

Parking Meter Analysis

	2012/13 Actual	2013/14 Budget	Actual (5 Months)	2013/14 Annualized
<b>Revenues</b>				
On-Street Single and Double Head Meters	\$ 13,182	\$ 15,000	\$ 3,554	\$ 8,529
Parking Lot Kiosks	15,833	20,000	6,325	15,181
Marina	22,828	20,000	7,067	16,962
Parking Passes	-	-	1,800	4,320
Fines	6,610	8,500	2,780	6,672
	<u>\$ 58,453</u>	<u>\$ 63,500</u>	<u>\$ 21,527</u>	<u>\$ 51,664</u>
<b>Expenses</b>				
Personnel	\$ 18,048	\$ 19,402	\$ 7,526	\$ 18,062
Operating Expenses	20,025	23,950	4,728	11,347
Sub-Totals	38,073	43,352	12,254	29,410
Debt Service **	32,277	32,277	-	32,277 *
	<u>\$ 70,350</u>	<u>\$ 75,629</u>	<u>\$ 12,254</u>	<u>\$ 61,687</u>
<b>Debt Service Detail **</b>				
Interest	1,531	1,570	-	1,570 *
Principal	30,746	30,707	-	30,707 *
<b>TOTALS</b>	<u>\$ 32,277</u>	<u>\$ 32,277</u>	<u>\$ -</u>	<u>\$ 32,277</u>

\* In the month of September 2014 the Town will make the final debt payment for the parking meters.

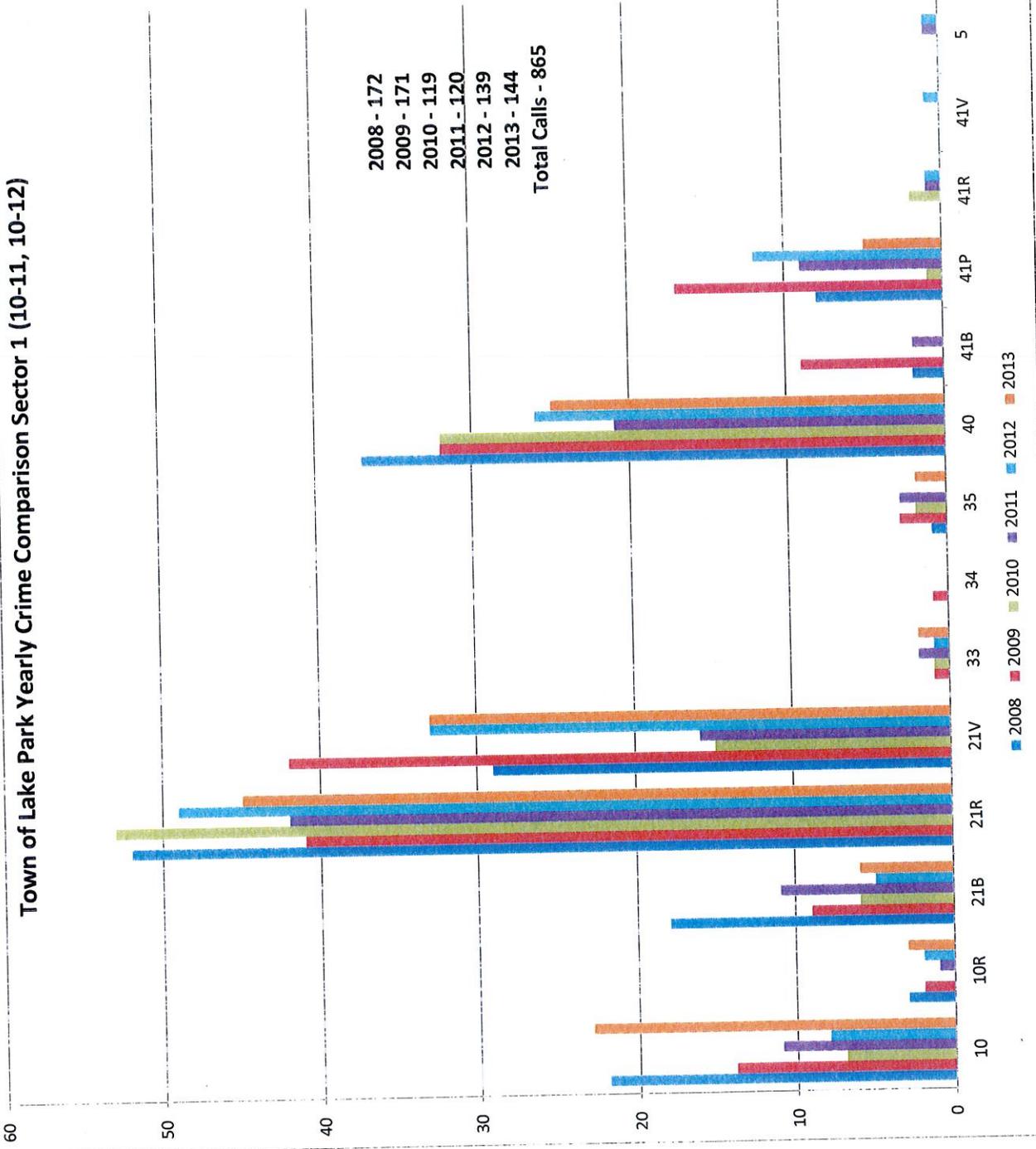
\*\* Debt Service is shown as obligated.

## PARKING METER ANALYSIS

	<u>Parking Tickets Issued (#)</u>	<u>Parking Meter Revenue</u>	<u>Annual Parking Passes Revenue</u>	<u>Parking Citation Revenue</u>
Feb-14	50	\$ 2,875	\$ 1,200	\$ 380
Jan-14	35	\$ 2,906	\$ -	\$ 770
Dec-13	64	\$ 4,205	\$ -	\$ 500
Nov-13	47	\$ 3,291	\$ -	\$ 350
Oct-13	47	\$ 3,668	\$ 600	\$ 780
Sep-13	44	\$ 4,104	\$ -	\$ 500
Aug-13	60	\$ 2,696	\$ -	\$ 650
Jul-13	62	\$ 2,613	\$ -	\$ 580
Jun-13	49	\$ 4,388	\$ -	\$ 680
May-13	60	\$ 4,867	\$ -	\$ 420
Apr-13	38	\$ 4,741	\$ -	\$ 610
Mar-13	37	\$ 4,377	\$ -	\$ 420
Feb-13	49	\$ 4,502	\$ -	\$ 540
Jan-13	46	\$ 4,548	\$ -	\$ 550
<b>14 Month Totals</b>	<u>688</u>	<u>\$ 53,781</u>	<u>\$ 1,800</u>	<u>\$ 7,730</u>

	Parking Lot Kiosks 001-344.500	On-Street Single and Double Head Meters 001-344.510	Marina 401-344.500	totals	Parking Passes 001-344.520	Fines 001-354.133
oct	1,224.65	650.34	1,792.95	3,667.94	600.00	780.00
nov	1,112.90	1,017.88	1,161.00	3,291.78		350.00
dec	1,530.41	1,086.31	1,588.90	4,205.62		500.00
jan	1,455.93	519.35	931.35	2,906.63		770.00
feb	1,001.51	280.03	1,593.10	2,874.64	1,200.00	380.00
mar				-		
apr				-		
may				-		
jun				-		
jul				-		
aug				-		
sep				-		
totals	6,325.40	3,553.91	7,067.30	16,946.61	1,800.00	2,780.00
				16,946.61		

### Town of Lake Park Yearly Crime Comparison Sector 1 (10-11, 10-12)



# **Consent Agenda**

# TAB 5





# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 5, 2014, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Presentation by Club 100 Charities, Inc. on their Plans for Programming in the Town of Lake Park Tab 1

D. **PUBLIC COMMENT:**

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

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

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

2. Regular Commission Meeting Minutes of February 19, 2014

Tab 2

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

None

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 19, 2014



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, March 5, 2014, 6:30 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 5, 2014 at 6:30 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor James DuBois and Commissioner Michael O'Rourke were absent.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

**SPECIAL PRESENTATION/REPORT:**

**1. Presentation by Club 100 Charities, Inc. on their Plans for Programming in the Town of Lake Park**

Commissioner Rapoza introduced Harry Drier, Past President of Club 100 Charities who gave a presentation on the programs they offer the community. (see attached exhibit "A").

Commissioner Rapoza stated that she has seen their operation, plan, and goals. She stated that she knows they are currently under contract for the food pantry and the clothes closet. She asked when would they be under contract and expand to the other building.

Mr. Drier explained that they are already under contract with the Haitian church for the education program. He explained that they have begun construction on that facility. He stated that what they are seeking is leadership and staff to run the program and they are looking to collaborate with the Palm Beach County Sheriff's Office.

Commissioner Rapoza asked what the age group of the boxing program was.

Mr. Drier stated that the age group is from eight to 18, as long as the child is still in school. He briefly explained the boxing program.

Commissioner Rapoza asked what percentage of people use the food pantry.

Mr. Drier stated that the food pantry serves 56 percent of Lake Park residents.

Commissioner Rapoza asked if the churches that contribute to the food pantry are only in Lake Park.

Mr. Drier stated that most of the churches that contribute are from outside of Lake Park.

Commissioner Rapoza asked what their goal to collaborate with Lake Park was.

Mr. Drier stated that the goal is to collaborate with the Parks and Recreation Department and discuss what would work best in Lake Park. They are looking for used equipment, in good condition, that can be used at the expanded facilities. He feels that Park and Recreation may have resources in finding this type of equipment.

Commissioner Rapoza asked if they would be offering a program to teach English.

Mr. Drier stated that they would look into starting that type of program after the first year.

Commissioner Flaherty thanked them and stated that he had not realized the extent of their services. He asked for a listing of the food collection boxes so that he could send that information to residents who would like to donate food items.

Mr. Drier stated that there are 25 locations all around the County. He stated that blue bags have been more successful, which are provided to the middle schools where students participate in the program by placing the bags door to door for the food donations instead of only utilizing the boxes.

Commissioner Flaherty asked the Town Manager to ask Recreation Director Kathleen Carroll to donate an hour for the visioning process for the recreational program.

Town Manager Sugerman explained that it would be inappropriate for the Commission to ask Recreation Director Kathleen Carroll directly. It would be appropriate for the Commission to direct the Town Manager to ask Recreation Director Kathleen Carroll to do that.

Mr. Drier stated that a key component of an afterschool program is to have police presence as part of the team. He stated that in the future he would like to discuss how they could collaborate with the Sheriff's office.

Vice-Mayor Glas-Castro thanked them and asked if they accept direct donations of either food or clothes at the church.

Mr. Drier stated that "yes" they have someone available to take donations on Tuesday's from 10:00 a.m. until 2:00 p.m. He thanked Commissioner Flaherty stating that the children enjoy the garden.

**PUBLIC COMMENT:**

*Sue Duchene, 134 Park Avenue* – commended the Town Manager for the speed in which he returned her call.

*Diane Bernhard, 301 Lake Shore Drive* – commented on how short the agenda is and made some suggestions on expanding the items placed on the agenda.

**CONSENT AGENDA:**

**2. Regular Commission Meeting Minutes of February 19, 2014**

**Motion: A motion was made by Commissioner Flaherty to approve the Consent Agenda; Commissioner Rapoza made the second.**

Vote on Motion:

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

Motion passed 3-0.

**PUBLIC HEARINGS - ORDINANCES ON FIRST READING:**

**None**

**PUBLIC HEARINGS - ORDINANCE ON SECOND READING:**

**None**

**NEW BUSINESS:**

**None**

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

**Attorney Baird** no comment.

**Town Manager Sugerman** no comment.

**Commissioner Rapoza** asked the Commission for their permission to be the Town's representative with outside agencies such as Club 100 Charities in assisting them to become established in the Town as well obtain sponsorship and donations. She stated that she would consult with the Town Manager and senior staff when appropriate.

Commissioner Flaherty asked the Town Manager to help him understand what it would mean for the Commissioner to be the Town's representative with outside agencies.

Town Manager Sugerman stated that it sounded as though Commissioner Rapoza was asking to be the Town's liaison with external agencies.

Commissioner Rapoza gave an example of how she obtained furniture from a Lake Park business for the Lake Park Library

Commissioner Flaherty asked if that was something that the Commission could approve this evening.

Town Manager Sugerman explained that the Commission could approve this action tonight. He explained that Commissioner Rapoza could report what she is doing with the agencies and bridge the communication between the Commission and those agencies.

Commissioner Rapoza clarified that she would not be making any decisions on her own and would consult with the Town Manager and bring items back to the Commission for consideration.

The Commission came to consensus to allow Commissioner Rapoza to be the liaison between outside agencies and the Town.

Commissioner Rapoza congratulated Mr. and Mrs. Edward Condron of 421 Flagler Drive for the designation of Property of the Month. She stated that Tommy Hutton Baseball Academy is holding a three-on-three-basketball tournament on March 15<sup>th</sup> at Bert Bostrom Park. Tommy Hutton Baseball Academy has finalized a partnership with National Hoops, which is a traveling basketball league. She stated that volunteers are need in the following agencies: Club 100 Charities, Seeds of Hope, Library reading program, and the elementary school homework program. She provided the Town's website ([www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)) for additional information. She reminded everyone of the Chili Cook Off on April 5<sup>th</sup> in Kelsey Park from 11:00 a.m. until 6:00 p.m.

**Commissioner Flaherty** thanked the Town Manager for opening the doors to the organizations that are coming into Town, such as Tommy Hutton Baseball, and the Burt Reynolds Institute of Film and Theatre (BRIFT), to name a few.

**Vice-Mayor Glas-Castro** explained that the Chili Cook-off event coordinator has arranged for a tent and table to be set-up and used by the Commissioners for their taste off challenge. She stated that she would like to enjoy the event and asked if the Commissioners would mind gathering for their challenge at 11:30 a.m., which would allow them plenty of time to enjoy the day's event. She stated that the Trawler Fest seemed successful with all the boats at the Marina. She received comments that the Sunset Celebration did not feel inviting with all the tents set up for Trawler Fest. She stated that the agenda was short because both the Mayor and Commissioner O'Rourke were attending Palm Beach County Days in Tallahassee representing the Town before the legislators.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 7:17 p.m.

\_\_\_\_\_  
Mayor James DuBois

\_\_\_\_\_  
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2014



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 5, 2014

Agenda Item No. Tab 1

Agenda Title: Presentation by Club 100 Charities, Inc. on their Plans for Programming in the Town of Lake Park

- Consent Agenda, Presentation/Proclamation, Public Hearing, Bid/RFP Award, Discussion/Possible Action Resolution, Ordinance on Reading, Other.

Approved by Town Manager [Signature] Date: 2/14/14

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

Table with 3 columns: Originating Department (Commissioner Kathleen Rapoza), Costs (\$0.00), Attachments (Club 100 Charities, Inc. Briefing Paper), Advertised (Not Required), and notification requirements.

Summary Explanation/Background:

Commissioner Kathleen Rapoza has asked the Club 100 Charities, Inc. to make a presentation to the Town Commission on their upcoming plans for programming within the Town of Lake Park.

An outline of their presentation is attached.

Recommended Motion: No motion is necessary as this is a presentation item only.

# **CLUB 100 CHARITIES, INC BRIEFING PAPER**

## **Town of Lake Park Commission**

**March 5, 2014**

### **OUTLINE**

#### **I. Club 100 Its mission and history**

- *Our Mission Statement is...*
- *Been in operation for 10 years...501c3 Non-Profit Organization*

#### **II. Major accomplishments since inception**

- *Similar operation in use at Cabana Colony Youth Center for the past 8 years*
- *Boxing Program helped moved gangs off the street and reduce crime*
- *After school Program that showed a 1.3 pt. improvement in grades*
- *Mentoring & Tutoring ,program that helped those with special needs*
- *Reading assessment and tutoring a success*
- *Recreation and Leisure Program to bring caring and enjoyment to children's lives*
- *Approximately 1200 children have passed through our program in Cabana Colony*
- *All possible with the support of PAL, The community, The Town commission and our 125 current Volunteers*

*Youth Center Experience in Partnership with Palm Beach Sheriff's Office and County*

#### **III. Have Provided family and youth services into Lake Park since 2005**

1. *Food Pantry & Clothes Closet At Haitian Church providing assistance to 400+ families*
2. *Food pantry and Thrift store set up for St John's Lutheran Church*
3. *Community Garden now in progress in partnership with church*

#### **IV Plans for Community Service Center in Lake Park**

*Previous meetings with Town of Lake Park*

*Three year plan for Center Implementation*

*Suggested working relationships with Town Departments Planned and underway with*

*Library, Parks and Recreation, and Sheriff's Department*

*Other planned working relationships, Corporations, Churches, Agencies and Organizations*

*Seeking advice Cooperation, and Support from Community Center Operations*

#### **V SUMMARY What are the benefits of the proposed center to Lake Park**

#### **V1 Questions & Answers**

## Dale Sugerman

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**From:** Kathleen Rapoza  
**Sent:** Friday, February 14, 2014 6:37 AM  
**To:** Dale Sugerman  
**Subject:** Fwd: March 5 Commission presentaton by Club 100  
**Attachments:** BRIEFING PAPER FOR COMMISSION 2-10-2014.docx; ATT00001.htm

Dale; just sent to me per my request to send their outline to you. Let me know your comments.

Best regards,

Kathy Rapoza,  
Commissioner, Lake Park

Begin forwarded message:

**From:** "DrierH@aol.com" <DrierH@aol.com>  
**Date:** February 13, 2014 at 10:49:35 AM EST  
**To:** Michael O'Rourke <mo'rourke@lakeparkflorida.gov>, "erintflaherty@gmail.com" <erintflaherty@gmail.com>, Kathleen Rapoza <krapoza@lakeparkflorida.gov>, Kim Glas-Castro <kglas-castro@lakeparkflorida.gov>  
**Cc:** "vilnetvilse@yahoo.com" <vilnetvilse@yahoo.com>  
**Subject:** March 5 Commission presentaton by Club 100

Honorable Commissionaires I have been asked to send you an outline of points we like to cover during our time together on March 5th at your commission meeting. We are excited about the opportunity. If you want to go on line to check out the activities of the CLUB 100 Charities please go to our web site [www.club100usa.org](http://www.club100usa.org)

Harry Drier, Past President  
Club 100 Charities, Inc 501c3  
5380 Ocean Drive 6 D  
Singer Island, Fl 33404  
cell 561 601 8211  
Home 561 842 4335  
Fax 561 844 3082

**CLUB 100 CHARITIES, INC**

**Agenda**

**Town of Lake Park Commission Meeting**

**March 5, 2014**

**I. Club 100 Charities Mission Statement & History**

**II. Major accomplishments since inception**

**III. Activities in Lake Park Community Lake Park**

**IV Plans for Community Service Center in Lake Park**

**V Benefits to Lake Park**

**IV. Questions & Answers**

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***Club 100 Charities***

***Community Service Center***

***For Youth and families***

***A plan worth consideration***

***Inspiration Statement*** Club 100 in partnership with the Palm Beach County Commissioners, Sheriff's office, Police Athletic League (PAL), and the city fathers of a township of Cabana Colony started to build a most effective Community Outreach Center in the Township. The major reason for this partnership was the collective insight into the drug, violence, homicide, and general crime in the township. Second, the academic achievement was very low, attendance was poor and dropout rates were high. The outreach center the club started and still runs has been the major factor in turning this Township around. Violence is down 92 %, drugs and street gangs are non-existence currently, and the schools attest to the fact the students now come to school, have home work completed, participate and are much improved. This success came from a dedication to work with the children in the lower and middle grades with a combination of academic, athletic and fun leisure activates over a long period of time.

Club 100 is being encouraged to bring such a program to another crime riddled area. The general population areas are Lake Park and Rivera Beach, FL. The sheriff tells us that it's the worse gang driven environment in the county and the death rate of the Middle school and high school age children are going up. The City of Lake Park, also came to us and knowing what we have achieved in Cabana colony requested that we partner with their library, athletic and educational programs to find a solution.

This grant request then is to create a safe learning environment in an area of great need. It's to provide the after school, summer educational and recreational programs for a highly disadvantaged group of elementary students. We also will create sports and other activities that attract the Middle School and High School youth where they want to be a part of the community outreach center. In the third phase we plan on delivering a wide variety for the mothers of the students we are servicing. Given that 90 % of the surrounding area of the center are Haitian, and Jamaican speakers, and are immigrants, parents need a wide variety of health, birthing, language and other skills.

Our target population is 80% Haitian, 5% Jamaican, 8 % African Americans. The vast majority of the youth are from single mom families, and they are exposed daily to crime and self-destruction activities while on the street for hours unattended.

Our goal for this group is to increase the academics by one grade point, decrease their social violence by 80% and last to capacitate parents to care for themselves, respect and understand education, and provide a better home life for their children.

In summary, the Club 100 wants to take a community in deep need and provide a foundation of caring, education, and recreational services to both keep them off the street, to respect the law and volunteers who help them, reduce crime and gang activity, and direct these students into a philosophy of saying I can be all I want to be and there are resources who will help.

**Goal #1: We intend to determine the primary needs of our children, youth and parents, and in partnership with a circle of social agencies and Club 100 driven activities will redirect the lives of children, youth and families.**

**Activities** Create a Community Center Advisory board representing the community to advice on the direction and changes the center should take. This advisory board will conduct a Lake Park and area survey of parents, schools, police, employers, students, Churches and other city leadership groups via interview and or some electronic form of surveying. This data will help initially and on an ongoing basis to make sure that the center is providing the right mix of programs for children of all ages and other family members

**Measures** The advisory board will meet quarterly with special meetings called, minutes taken and recorded and the extent to which at least 80% of the members attend all of the meetings for the year.

**Outcomes** The most important outcome of this activity is that the center is a reflection of the needs and advice from its population. To have a variety of leaders participate in leading this center will promote the community being more active partners with the Club 100 in running the program.

**Goal #2 We intend to create a more positive attitude towards education and a greater achievement and attendance record for the elementary school students that attend the center.**

**Activities:** To conduct daily homework assistance during school year lead by volunteers immediately after school dismisses. To provide both tutoring and mentoring programs for those children who are referred or volunteer. Create during the summer. A number of math, science, and reading programs that produce a greater love for the subjects but keep pace with their peers. To provide a fun and safe environment. Providing a number of table games, computer room for learning and gaming, and having a relaxation area where students can lay back but still use educational games via X Box etc.,. And to provide lunch and snacks during the summer months while teaching nutrition.

**Measures** We will use the basic attendance records to look for trends. Will survey a sample of the students to see what they would like to see changed or added. Parents will be contacted to determine if they get feedback from their children and what trends in what children are saying. Contact the school staff (counselors, principals and some teachers) to determine if they see differences and specific examples and gain their recommendation regarding changes we should make in the program.

**Outcome's** Improve student school homework and in school performance through an after school and summer programs that include tutoring, reading, mathematics, sports , mentoring, and socially enriching programs. To provide a healthier home and school life by providing members of the whole family food and cloths needed for school, work and home life. To improve the health, pride and self-concept of youth by providing them with sufficient food, and coaching them in various athletic activities where they find how special they are. To encourage youth and adults to give back to the community through volunteers and making available materials and experiences that stimulate their faith through action, and to assist parents, especially single moms, with having access to community and social services and too provide workshops, counseling and referral assistance.

**Goal #3** To design and effectively deliver a program of services for the diversified population that lives in the general area of the proposed center along with a number of church, city, country and state agencies and organizations.

**Activities:** As stated in the model section below we have been told of the comprehensive issues and problems facing a non-English speaking minority population, with an average of 4 children, without work and are in most part single moms. After a study to determine the need priorities, a plan of service delivery will be completed. Prenatal care, how to apply for services (211), adult mentoring, handling issues with teenagers, caring for foster care child, Diabetes, registration for available county and state services, obtaining insurance, budgeting, food stamps, disability assistance options are some of the current priority needs. These would be schedule in a location closest to the population and at a time that is convenient for the parents.

**Measures:** We will conduct impact and effects studies from two different perspectives and methods. First we will obtain through counseling interviews the clients evaluation of services they have taken part in and to determine what other activities might be needed. Second, we will select at least 5 external groups (social services, town manager/staff, local church pastors, sheriff's office, and a selected community service agency or group. We will ask them, given the names we provide, to share with us the observational and empirical data they have concerning the services they have received.

**Outcomes** Using the existing data from the city, and with data we will collect as base line we will measure against the needs that existed. We will be looking at the quality and completeness of the services, timing of delivery-date and time, privately understandability, and language issues. Given then the goals we set in the beginning of the program these will be the benchmarks (needs identification) that we will use to measure these outcomes.

**Model for Service.** While one of the first tasks we will achieve is to prepare a survey of client needs and craft a strategic plan for this new center, the following are our current plan for services. The food pantry and clothes closet is already in place and serving over 350 families in the area. The next phase, starting in early 2014, will be to begin systematically implement the following programs in order of priority. (Homework help, tutoring, special reading and math programs, providing a fund and safe play environment, as well as provide food and recreational activities). These services will be housed in a 4 room educational building that we will convert for this purpose. The third phase will be planned during 2014 with plans to implement early in 2015. We plan on providing a wide program of services for the older youth, the parents and the elderly including those with special needs. We will have identified the range of needs this minority population has and implement such programs with our partners as the following: Food preparation, English as second language, Drug addiction services, Healthy living, yoga and exercise programs, Being a new mom, Prenatal care, how to apply for services (211), adult mentoring, handling issues with teenagers, caring for foster care child, Diabetes, registration for available county and state services, obtaining insurance, budgeting, food stamps, disability assistance options, and much more. The third year will be to fully test the range of services, evaluate the programs and come up with a plan to continue or adjust our offerings. We feel this effort will take at least three years to install in an effective manner.

**Sustainable Funding.** We know that such a program that demonstrates that it is effective in social and educational areas is very saleable to local groups. We have already started to identify community leaders both individual and corporate to discuss their willingness to take ownership and support of the program we plan to implement. We are building alliances with town departments of recreation, education, library services and others to build in ownership of the programs. We have survived 90 local business leaders to determine their support for such a center and vast majority want to help. We are systematically meeting with the business and organizational community to build these partnership bridges. Churches, Corporations, The Sheriff's Office, social clubs like the VFW'S and the Kiwanis organization. The plan is to build a very broad base of church and community support so that after three years whatever programs that is effective will be embedded into someone's budget. There will be every intent to gain a long term commitment from the county Sherriff's office who at our other center pays for some staff, lease, and provides some transportation, and costs for our recreational programs. In addition our approach is to build a strong service relationship with groups like the Town Hall,

various churches, Kiwanis and area corporations so that after three years there will be a funding pattern established so that this grant will no longer be needed. It has been our experience that funding groups would rather fund something in places and this Start Up might seem risky at first. The club will also register with all the state, county and local groups and agencies that provide food and services to determine how their services could not belong to this proposed program.

**Multiplier Effect** The Club 100 is most interested in sharing with others what we do and to what effects. With help we will use the social media, media stations, the newspaper, and public appearances to show a large audience what we do, for whom, to what effect and who funds the operation. We are generating a list of private foundations and their priorities as well with the country and state. We are generating a community leader data base which represents the people that have sensitivity to what we are doing in a computerized way. Last we will use our web site, [WWW.CLUB100USA.ORG](http://WWW.CLUB100USA.ORG) . Last this presented program will give us the experience and self-confidence that this program of services described here in can be performed in various places and that the sheriff might well ask us in the future to put our fires in other communities.

**CLUB 100 FOOD PANTRY AND CLOTHES CLOSET**

***Historical Statistics***

***Sept 14, 2012 to March 1, 2014 18 months***

Clothes Closet

Open since Sept 2013 6 months

2,041 Families

10,597 family members

16, 321 clothes and household items distributed

Pantry---18 months Food

547 different families participating 120 others that are in the inactive

5,634 families receiving food during this period

28, 140 family members served

96,293 food items distributed

***Note: Over 50 volunteers work in some capacity collecting, sorting, packaging, storing and distribution during any given month***

## *Alliances & Partners*

<i>PBC Sheriff's Dept</i>	<i>PBC Police Athletic League (PAL)</i>
<i>Cabana Colony Youth Center</i>	<i>NPB Chamber of Commerce</i>
<i>WPB Salvation Army</i>	<i>WPB St. Ann's Place</i>
<i>St. George Homeless Shelter</i>	<i>PBG Ameriprise Financial</i>
<i>Seacoast National Bank</i>	<i>Bite Me Fishing Charters</i>
<i>Torch Promotions</i>	<i>Ice Cream On Wheels</i>
<i>PBG Arise Foundation</i>	<i>Illustrated Properties</i>
<i>Dirty Martinis</i>	<i>Panama Hatties Rum Bar</i>
<i>Int'l Society of Palm Beach</i>	<i>Auto Cricket</i>
<i>Holy Spirit Lutheran Church</i>	<i>St John's Lutheran Church</i>
<i>Channel's 5 &amp; 12 TV Stations</i>	<i>Whole Foods</i>
<i>Habitat For Humanity</i>	<i>Women And Youth (WAY)</i>
<i>Girls On The Run</i>	<i>PUBLIX</i>
<i>St Paul's Of The Cross</i>	<i>Spanish Courts Homeless Mission</i>



## *Unity for Service*

### **MISSION STATEMENT**

*A group of service oriented, faith based individuals, dedicated to making our community a better place to live by focusing on the needs of our youth, families, and seniors, while recognizing outstanding service from others in our community.*

Web: [www.club100usa.org](http://www.club100usa.org)

Cabana Colony Youth Center  
12171 Alt A1A  
Palm Beach Gardens, FL 33410

Phone: 561-627-6603  
Cell: 561-601-8211  
[DrierH@aol.com](mailto:DrierH@aol.com)

## OVERVIEW OF CLUB 100 CHARITIES

This booklet was created to give you a brief overview of the history, activities, needs, and service opportunities of our SERVICE organization

Club 100 was formed as a men's group named 100 Serving Men, Inc in July 2005. The members who made up the nucleus of the club came from the men's group that met at Holy Spirit Lutheran Church every Wednesday morning. It became very apparent early on that in order to be effective we needed to open our membership to women. In December 2005 we changed our membership requirements and officially registered (DBA) with the State of FL as Club 100 Charities. Club 100 Charities received its 501 C-3 designation from the IRS on Feb 1, 2006. The Club officially changed its name the Club 100 Charities, Inc in September 2007.

The club is governed by five Officers and four Board Members. Officers consist of President, President Elect, Secretary, Treasurer and immediate Past President. All officers serve a one year term. There are four directors who are elected to serve a two year term. Director terms are staggered. Election of officers and directors is conducted in September and take office in October of each year.

Club 100 Charities is a "Faith Based" organization. Why "Faith Based"? We target "faith based" because helping others is second nature to those of faith. We will respect and honor each other's faith without trying to convert anyone. We presently enjoy the membership of Catholic, Lutheran, Jewish, and Baptist's faiths.

Why "Club 100"? We target "100 members" so the workload, goals and success stories can be spread across a broad base. We are also proud that we have no overhead because we own no property and have no employees so 100% of the funds we raise and grants that we receive go back into the community.

## EDUCATION

Cabana Colony Youth Center – This is by far the Club's largest and most rewarding outreach. We have many volunteers working with the boxing program as well as all the duties described below. We work under the direction of the PAL Youth Director and the Deputy Sheriff assigned to this facility. There has been so much improvement in our youth that we've had teachers visit our Youth Center in order to understand what's going on. One teacher claims that their grade point average has increased along with school attendance and attitude.

Tutoring & Mentoring – Coordinate the various tutoring and Mentoring activities within the Cabana Colony Youth Center. This also includes proper training for those assisting with this effort.

Homework Assistance – One of the most rewarding and important functions our volunteers perform at the Cabana Colony Youth Center is helping the youngsters every school day with their homework. This effort goes from 2:30 – 4:00 daily. All students are required to do homework prior to playing any games.

Reading Specialist – Club 100 partners with Women and Youth (WAY) which supports the cost of a reading specialist to work with our youth that have reading difficulty. This program supports 20 children weekly.

Reading to Riches – WAY also supports a daily reading program over 8 weeks during the summer. At the end of the 8 weeks participants are then treated to a stage play at the Jupiter Maltz Theatre.

Library – Maintain the order of all materials in the Youth Center Library and identify needed books and make arrangements to get them.

## HUMANITARIAN EFFORTS

Annual Awards – The Club honors area youth and adults for special services they perform. The nominees selected, along with family members and friends, are honored at a Club luncheon. The Award recipients are presented with Club 100 Charities plaques or Certificates.

Cub Scouts – Club 100 sponsors Cub Scout Pack #795 located at Grove Park elementary School on N. Military Trail. We should have a presence at some of their meetings and camp outs to insure this very important effort stays on track.

Homeless – The Club maintains communication with groups working with the homeless situation in our local communities. One regular activity is to provide clothing to the “Stand Down” program for the PBC Homeless Coalition. The Club also provides clothing, reading material, and other items on a regular basis to St. Ann’s Homeless Center, St Georges, and the Spanish Court.

Back Packs – Club 100 provides 250 back packs filled with 30 items designed to help them through the winter. These are provided to the homeless through both St George’s and St. Ann’s distribution centers. We provide these twice a year.

Back to School Back Packs – The Club provides 250 back packs filled with school supplies annually to the St Georges and St John’s after school program as well as students at the Cabana Colony Youth Center.

Handicapped, Poor, and Sick Assistance – Be open to input from members and non members concerning needs within our community. Once identified bring the concern along with recommendations to the Board for discussion.

## OPERATIONAL FUNCTIONS

Speakers - Create a diversified schedule of speakers for each luncheon meeting.

Membership Campaign – This functions to maximize the growth of the Club’s membership. This committee is also tasked with ensuring that current Club members are retained and involved. This committee organizes and conducts an annual membership campaign. The committee determines the structure, schedule and budget for the campaign and secures Board approval for their actions.

Fund Raising – This is an ongoing function that identifies and proposes new ideas for projects for fundraising. A registry of possible funding groups and foundations is established, eligibility determined, and grant proposals are submitted after being approved by the Board of Directors.

Nominations for Election – Each year a committee is formed to identify Officer and Director Candidates for the Board. The election of officers and directors takes place in September, by written ballot. The newly elected Board takes office on October 1<sup>st</sup>.

Legal and Liability – Club 100 provides liability insurance for the Board of Directors. The Club is attempting to gain commitment from a law firm to provide pro-bono advice and representation when needed.

## ATHLETICS & PHYSICAL TRAINING

Boxing – Amateur Boxing has often served as a vehicle for bringing America's youth into a constructive area of personal development. Confidence building, believing in one's inherent value and positive contribution has flourished in this type of atmosphere.

This program was started by Head Coach Tom Graceffo in 2005 and has been continued thanks to the outstanding effort that has been led by head Coaches Afshin and Anita Motegaeyni. They not only teach the sport of competitive Amateur Boxing, but also are busy teaching the 2 R's that schools often overlook, which are Respect and Responsibility. Boxing is selected given its ability to build character, self-discipline, self-esteem, and many other critical skills for adult survival.

Physical Fitness – Many youth involved with the boxing program have no desire to ever enter a boxing tournament, but need the discipline associated with aggressive physical training. Coaches are needed for this training.

Girls On The Run - The Club sponsors a Girls on the Run® team which is a life-changing, character development program for girls in 3rd through 8th grade. *This national organization* inspires girls to be joyful, healthy and confident using a fun, experience-based curriculum which creatively integrates running. We provide coaches, mentors, scholarships, and uniforms for the participants.

Other Athletic Opportunities - Work with the Police Athletic League (PAL) identifying other opportunities to bring our youth into competitive athletic opportunities. Once identified bring together the resources needed to establish these as ongoing activities.

## ORGANIZATIONAL STRUCTURE

Media Relations – This function publicizes our Club's activities, news worthy events and our involvement in the community by publishing or sharing information with local print and electronic media or our website located at [www.club100usa.org](http://www.club100usa.org). Our goal is to maximize the positive public image we have within our community. Some duties of this function include the preparation and delivery of a report detailing our meetings and activities to publish in the local newspapers

Publications: – Design and have printed necessary tri-folds, brochures, and other publications necessary to advertise our activities.

Community Organization Partnerships: – Seek out other organizations that would make a beneficial partner. Once they are identified and after meeting with their leadership a report is given to club 100's Board in order to decide if an official partnership would be beneficial to both organizations.

Chamber of Commerce – We are members of the Northern Palm Beach County Chamber of Commerce. Our goal is to attend as many functions as possible and initially become an Ambassador and eventually serve on their Board of Directors. This Chamber is a powerful force in our community and deserves our support. This will create a win – win situation for both organizations.

Advisory Board – An Advisory Board contains members from key community groups and agencies who can positively portray our goals and efforts.

## CLUB 100

Our aim is to gather approximately 100 'faith based' individuals, to support a service Club to accomplish these goals.

We target '100' so the workload and success stories can be spread across a broad base.

We target 'faith based' because helping others is second nature to those of faith.

## CLUB GOALS

- SUPPORT OUR YOUTH, FAMILIES & SENIORS
- RECOGNIZE OUTSTANDING SERVICES
- LEARN ABOUT OUR COMMUNITY

Whether its sports, mentoring, or just listening, we use the talents of our members and build an organization that addresses the needs of our youth, families and seniors.

Many of our youth have a myriad of special needs and many of our seniors have personal, financial, and health related needs.



## COME JOIN US AND HAVE SOME FUN

Club 100 creates a bonding amongst its members that goes beyond the meetings.

There will be many ways to celebrate a "job well done."

Be our guest at our next luncheon meeting.

**WHEN:** 3rd Fridays at noon.

**WHERE:** Paddy Macs PGA and Military

In the Publix shopping center

**MEMBER COSTS:** \$240 / year payable \$20 month

Pay annually costs \$220

1 time initiation fee of \$20

**ASSOCIATE MEMBER \$25.00**

Payments can be made on our web site using Pay Pal

## FOR MORE INFORMATION

### CONTACT:

Leigh Coburn: 748 2836

Harry Drier: 842 4335

**We're a Non-Profit 501 C-3**

**DONATIONS ARE**

**OUR LIFE**

**Make Checks to**

**Club 100 Charities**

**5380 Ocean Drive 6D**

**Singer Island FL 33404**



## MISSION STATEMENT

A group of service oriented, faith based individuals, dedicated to making our community a better place to live by focusing on our youth, families, and seniors, while recognizing outstanding services from others in the community.

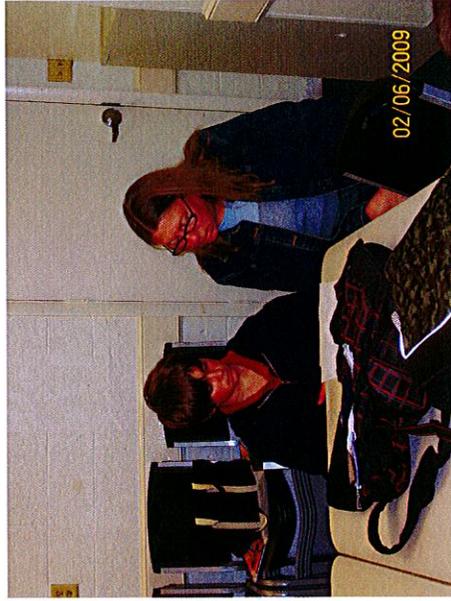
We Develop  
Minds, Bodies &  
Life Skills

[www.club100usa.org](http://www.club100usa.org)

## Book Club

### Program Highlights

- Saturday Literature & Life Skills Classes (3 Hrs)
- Each teaching segment lasts 6 weeks
- All sessions are led by qualified teachers
- Weekly presentations to the students by local business people and other professionals.
- Life Skills stressed such as self concept, speech, manners, health, civic duties, respect & responsibility.
- Books must be read during the 6 weeks and a book report must be written & read to the class.
- The class picks the best report.
- Teachers & volunteers identify which students have progressed the most during the 6 weeks.
- Top students are rewarded financially, and the reward goes into a bank savings account to be used to further their education.



## Tutoring and Mentoring & Homework Assistance

When you challenge youth by encouraging them to stay in school and out of trouble and keep your grades up you need to provide help. Club 100 provides both tutoring and mentoring Monday to Friday 4—8 pm for those requesting it. The Club needs tutoring and mentoring volunteers.

## MISSION:

### CREATE AN ORGANIZATION THAT SUPPORTS COMMUNITY NEEDS WITH A SPECIAL EMPHASIS ON YOUTH, FAMILIES AND SENIORS, AND RECOGNIZING OUTSTANDING PUBLIC SERVICE.

- Provide a monthly luncheon meetings with guest speakers that will expand the community knowledge of our members.
- Provide an opportunity to give something back to our community.
- Provide a means to make new friends. and network with community leaders.

We often see and hear of people in our community that need assistance. We have gathered a group enthusiastic individual members that can pull together and raise funds and supply services for our community while having a good time doing it. We not only help those in need, but also recognize those in our community that have attained outstanding results in their endeavors. We have a bimonthly one hour luncheon with guest speakers such as police and fire chiefs, local politicians, charitable organizations, business leaders, school board, etc.

## Boxing

Our staff of coaches are certified through the USA Boxing Association. They strongly believe that excellent conditioning is absolutely necessary in order to get the right mindset in our youth. No one is allowed to walk into the gym and begin boxing. The coaches have designed a 3 level training system. They must pass each level before they are allowed to progress.

Level 1: This is primarily for new boxers. It is also for those individuals only interested in physical fitness and not the *sweet science of competition boxing*

Level 2: This is the level where in-depth boxing instructions take place. The exercise regiment and boxer's workout is very intense at this level.

Level 3: This level is for competitive boxers only. In order to be a level 3 boxer—the boxer must be registered as an amateur with the USA Boxing Association, have a passbook and compete in sanctioned tournaments.

Contact Coach Afshin Motedaeiny 561-222-9839

## COMMUNITY IMPACT

Hurricanes destroyed the platform leading to the top of the dive tank for 'at risk' students at the Marine Institute. Club 100 Charities learned of this problem and through local contractors, grants and personal donations, managed to raise the \$14,000 needed for the repair. This was our first large project.

We constructed for St. John's Lutheran Church a larger and more efficient food pantry and clothing and furniture thrift store. The newest project is partnering with the Palm Beach County Police Athletic League (PAL) to establish a boxing program in Cabana Colony. This program started in fall 2006 and is now managed by nationally acclaimed Tom Graceffo. Tom has over 20 years of experience working with youth referred to him through PAL organizations. Tutoring and Mentoring youth is a large part of this program.



## Partner with PAL

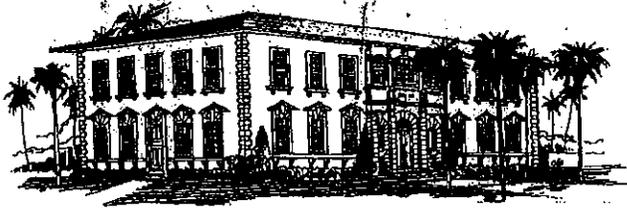
Club 100 Charities is very proud that we have partnered with the Sheriff's Office PAL Program. (PAL) together they have a history of successfully reaching out to youth. The boxing program serves as the main draw, but youth also have access to mentoring and homework assistance programs. A PAL youth stated 'I started going to Church and I used to pray; send me somewhere I could do something good.' I found this place and it was like God sent me.'

# TAB 6



It should also be noted that payment has been withheld for the engine rebuild until the truck operated to our satisfaction. Since this engine was rebuilt, the vehicle has gone back to the dealer twice for repairs to parts that were not part of the rebuild. Public Works has issued two field purchase orders for a total of \$1,506.55 to have a fuel injector and a low coolant sensor replaced. As of February 26, 2014, the vehicle is running well. General GMC has sent the replaced parts to Cummins Diesel along with a warranty claim, and we should receive notice shortly as to how much of the repair cost will be reimbursed under the warranty.

**Recommended Motion: I move that Town Purchase Order Number 55406 adjusted in the amount of \$3,069.36, for a final invoice amount of \$11,874.15, be approved for payment.**



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

# THE TOWN OF LAKE PARK

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

TO: 25765  
GENERAL GMC TRUCK SALES  
& SERVICE, INC.  
360 SOUTH MILITARY TRAIL  
WEST PALM BEACH, FL 33415-289

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55406
DATE	01/17/14
DEPT. CODE	
REQUISITION NUMBER	
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	01/17/14

SPECIAL INSTRUCTIONS

ENGINE DAMAGE VEHICLE #47

THIS IS...  
 AN ORDER  
 A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	ENGINE DAMAGE VEHICLE #47 ESTIMATE ENGINE DAMAGE AS A RESULT OF COOLANT CONTAMINATED OIL	404-46000	1.00	8804.79	8,804.79
				<b>TOTAL</b> →	8,804.79

**APPROVED**  
 purchase order  
 adjustment requested.  
*[Signature]* 2/26/14

RECEIVING  
REPORT COPY

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

FEDERAL TAX EXEMPTION CERTIFICATE NO.  
59-6000355

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

*[Signature]* 1/27/2014  
APPROVED DIRECTOR OF FINANCE

CUSTOMER #: 80175  
UNIT# 47

50550

General GMC Truck Sales & Service, Inc.  
dba VOLVO Trucks of Palm Beach

360 South Military Trail  
West Palm Beach, Florida 33416-2895  
(561) 886-8908  
FAX: (561) 897-8428  
www.generalgmc.com  
1-877-248-0348  
MV-02250

**VOLVO**

TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FL 33403  
HOME: CONT:N/A  
BUS: 561-881-3345 CELL: 722-0209

\*INVOICE\*



DUPLICATE 2  
PAGE 1

SERVICE ADVISOR: 30 ER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	AUTOCAR WX	5VCDC6JF59H208150	XB8277	34448/34501	T8150	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG NO.	RATE	PAYMENT	INV. DATE
03NOV08	DD20JUN08	03NOV2009	14:18 20NOV13	55406		CHG	11FEB14
R.O. OPENED	READY	OPTIONS:					
20NOV13	11FEB14	DLR:VOLVO-PB ENG:CUMMINGS-ISL-SERIAL-46909018 TRN:ALLISON-4500-SERIAL-6610257023 AXL:M (More...)					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHANGE OIL & FILTER, FUEL FILTERS, GREASE CHASSIS, CHECK ALL FLUID LEVELS, INFLATE TIRES TO PROPER PRESSURE, CHECK ALL LIGHTS, CHECK BRAKES FOR WEAR, LUBRICATE DOOR COMPNETS							
14							
CHANGE OIL & FILTER, FUEL FILTERS, GREASE CHASSIS, CHECK ALL FLUID LEVELS, INFLATE TIRES TO PROPER PRESSURE, CHECK ALL LIGHTS, CHECK BRAKES FOR WEAR, LUBRICATE DOOR COMPNETS							
				5		255.00	255.00
				1	FG-LF9009 LUBE FILTER	50.54	46.16
				1	FG-FF5636 FUEL FILTER	25.64	23.42
				1	GREASE RPM LC EP2	6.90	6.75
				30	MBL105816 DELVAC 1300 SUP 15W-40	8.26	3.25
				1	FG-FS1065 FUEL/WATER SEPERATOR	47.55	43.44
PARTS:	217.27	LABOR:	255.00	OTHER:	0.00	TOTAL LINE A:	472.27

SERVICE VEHICLE

\*\*\*\*\*

B** ENGINE OIL LEVEL DIPSTICK IS READING TOO HIGH ON INDICATOR							
100 GENERAL							
				5	CPW		153.00
PARTS:	0.00	LABOR:	153.00	OTHER:	0.00	TOTAL LINE B:	153.00

RECALIBRATE OIL DIPSTICK TO PROPER LENGTH

\*\*\*\*\*

C** CHECK ENGINE/STOP ENGINE WARING LIGHTS COMING ON							
200 ENGINE							
				5	CPW		4284.00
				9	CPW		4284.00
				6	BD-18108 CABLE TIE 5/16 X 14 NAT	0.33	0.28
				1	2881858RX TURBOCHARGER,HE 07 VG MR	2684.18	1677.61
				1	4032768RX KIT, VG TUR ACT SERVICE	794.32	496.45
				1	3973509 GASKET,OIL PAN	46.94	29.34

<p>STATEMENT OF DISCLAIMER</p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>CUSTOMER SIGNATURE</p>	DESCRIPTION	TOTALS
	LABOR AMOUNT	
	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

RECEIVED

General GMC Truck Sales & Service, Inc.  
dba VOLVO Trucks of Palm Beach

CUSTOMER #: 80175  
UNIT# 47

50550

360 South Military Trail  
West Palm Beach, Florida 33416-2895  
(561) 886-8806  
FAX: (561) 897-8429  
www.generalgmc.com  
1-877-248-0346  
MV-02250



**VOLVO**

\*INVOICE\*

DUPLICATE 2  
PAGE 2

TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FL 33403

HOME: CONT:N/A

BUS: 561-881-3345 CELL:722-0209

SERVICE ADVISOR: 30 ER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	AUTOCAR WX	5VCDC6JF59H208150	XB8277	34448/34501	T8150

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	RO. NO.	RATE	PAYMENT	INV. DATE
03NOV08	DD20JUN08	03NOV2009	14:18	20NOV13		CHG	11FEB14

R.O. OPENED	READY	OPTIONS:
20NOV13	11FEB14	DLR:VOLVO-PB ENG:CUMMINGS-ISL-SERIAL-46909018 TRN:ALLISON-4500-SERIAL-6610257023 AXL:M (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6	3966244	BEARING, CON ROD (STD)			27.92	17.45	104.70
6	3950661	BEARING, CON ROD (STD)			13.86	8.66	51.96
1	3945917	SET, MAIN BEARING (STD)			301.80	188.63	188.63
1	4955643	SET, UPPER ENGINE GASKET			329.02	205.64	205.64
2	3907177	SEAL, RECTANGULAR RING			13.20	10.10	20.20
1	3885910	PAINT			12.24	9.36	9.36
6	4944337	NOZZLE, PISTON COOLING			53.64	33.53	201.18
12	3944593	SCREW, HEX FLANGE HEAD CAP			4.82	3.69	44.28
6	3800328	KIT, LINER			245.10	153.19	919.14
1	3163075	PAINT			14.06	10.76	10.76
6	4955530	KIT, ENGINE PISTON			412.80	258.00	1548.00
24	4934063	GUIDE, VALVE STEM			9.34	5.84	140.16
24	5253590	SEAL, VALVE STEM			3.40	2.13	51.12
1	80697	COOPER COAT			15.98	12.22	12.22
2	3095798	STUD			7.58	5.80	11.60
2	5286984	STUD			8.28	6.33	12.66
4	3818824	NUT, REGULAR HEXAGON			3.98	3.04	12.16
1	SEQ550027617	COOLANT 50/50			19.95	15.95	15.95
1	FG-CV50628	CRANKCASE VENTILATION COA			98.61	97.16	97.16
1	19168448	F-SPLICE			18.20	13.92	13.92

SUBL OVERHAUL CYLINDER HEAD TDS  
PO#21722T

CPW

822.50 822.50

FC:

SUBL CLEAN & CHECK CAC COOLER [RC]

CPW

187.50 187.50

FC:

PARTS: 5875.88 LABOR: 4284.00 OTHER: 1010.00 TOTAL LINE CHG: 11169.88

CHECK ENGINE PROBLEM, FOUND CODE SETTING FOR HIGH CRANKCASE PRESSURE. CHECK AND REPLACE CRANKCASE FILTER ELEMENT. CLEAN ALL SUPPLY AND RETURN PORTS. CLEAR FAULT CODE AND ROAD TEST, CODE CAME BACK. FURTHER CHECKS OF ENGINE, FOUND EXCESSIVE AMOUNT OF OIL IN CHARGE AIR SYSTEM. INSPECTED TURBOCHARGER, FOUND OIL LEAKING FROM TURBOCHARGER ON

STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
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	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
	TOTAL CHARGES	
	LESS INSURANCE	
CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

General GMC Truck Sales & Service, Inc.  
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CUSTOMER #: 80175  
UNIT# 47

50550

TOWN OF LAKE PARK  
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\*INVOICE\*  
DUPLICATE 2  
PAGE 3



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MV-02250

**VOLVO**

HOME: CONT:N/A  
BUS: 561-881-3345 CELL:722-0209

SERVICE ADVISOR: 30 ER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	AUTOCAR WX	5VCDC6JF59H208150	XB8277	34448/34501	T8150	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03NOV08	DE20JUN08	03NOV2009	14:18 20NOV13			CHG	11FEB14

R.O. OPENED	READY	OPTIONS:
20NOV13	11FEB14	DLR:VOLVO-PB ENG:CUMMINGS-ISL-SERIAL-46909018 TRN:ALLISON-4500-SERIAL-6610257023 AXL:M (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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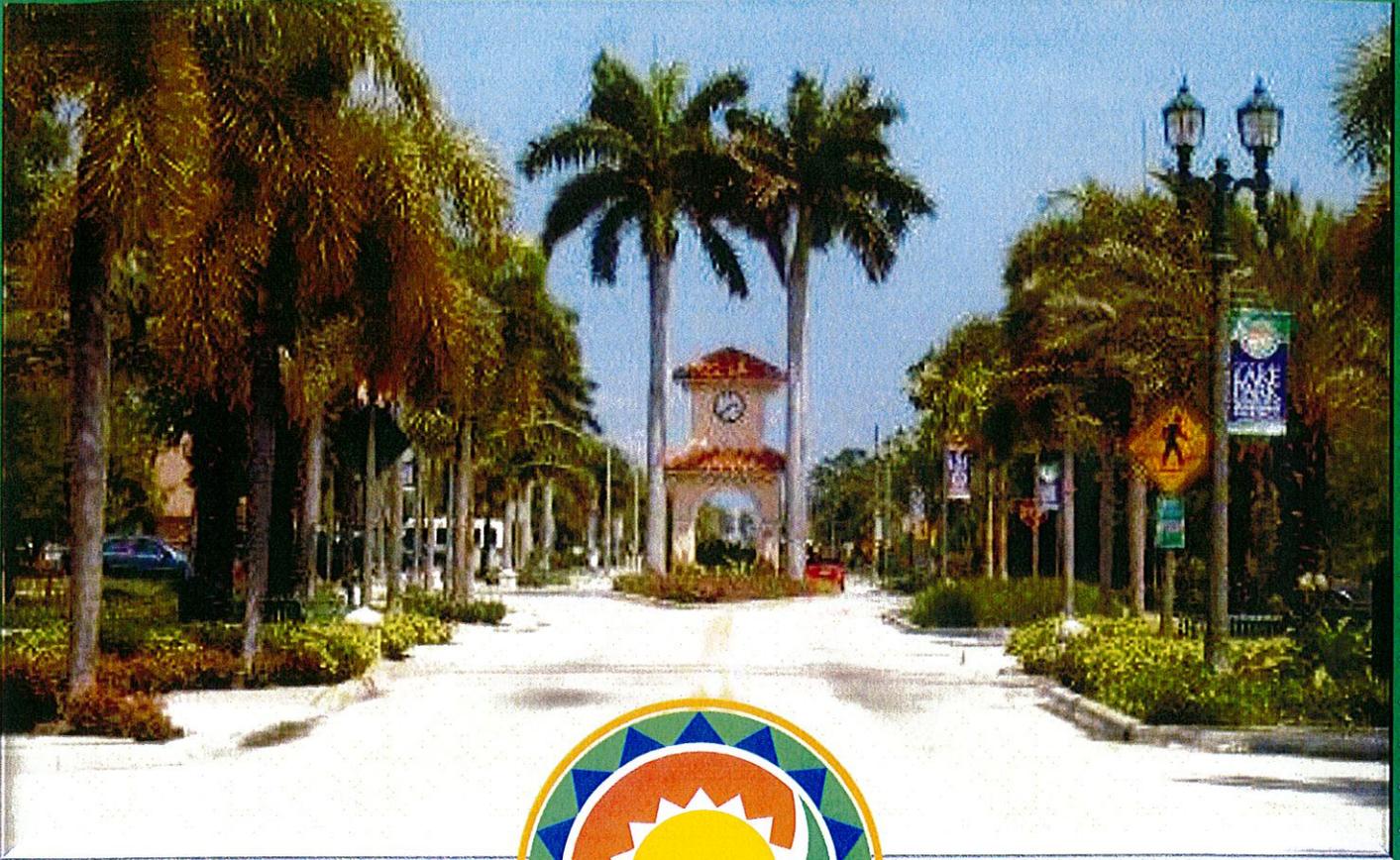
INTAKE SIDE. HIGH AMOUNT OF CRANKCASE PRESSURE. DRAIN OIL AND SAVE, REMOVE OIL PAN, INSPECTED CYLINDER CONDITION. REMOVE OVERHEAD, INJECTORS, AIR CHECK ALL CYLINDERS, FOUND AIR LEAKING BY ALL CYLINDERS, MAINLY CYLINDERS 3, 4. ADVISED CUSTOMER OF NEED TO REMOVE HEAD, PISTONS FOR FURTHER INSPECTION. CUSTOMER OK'ED THIS REPAIR. RECOVER COOLING SYSTEM, REMOVE INTAKE AND EXHAUST SYSTEM, CYLINDER HEAD FROM ENGINE. SEND CYLINDER HEAD OUT FOR CHECK. VALVES GUIDES FOUND TO BE WORN. REPLACE ALL VALVE GUIDES. REFACE INTAKE AND EXHAUST VALVES. REMOVE ALL 6 PISTONS, INSPECT, FOUND WORN PISTON RINGS AND RING GROOVES. LINERS SHOW WEAR. REMOVE AND REPLACE ALL 6 LINERS, REPLACE MAIN AND ROD BEARINGS, REPLACE ALL 6 PISTONS, REMOVE CHARGE AIR COOLER, SEND OUT FOR CLEANING. REPLACE ALL REQUIRED GASKETS AND SEALS, REPLACE TURBOCHARGER AND VARIABLE GEOMETRY ACTUATOR, REASSEMBLE ENGINE, TORQUE TO SPECIFICATIONS, SET VALVE LASH, REINSTALL CHARGE AIR COOLER AND PIPING, REFILL COOLING SYSTEM WITH SAVED COOLANT. PROGRAM ENGINE FOR TURBOCHARGER VANE ACTUATOR REPLACEMENT. START ENGINE, CHECK FOR LEAKS, CLEAR CODES, ROAD TEST VEHICLE ON AND OFF HIGHWAY, ENGINE RUNNING VERY WELL, NO CODES RESET. \*\*\*\*\*  
\*\*\*\*\* OVERAGE ON PARTS DUE TO CYLINDER LINER KITS NOT BEING COMPLETE WITH PISTONS \$1539.29 OVERAGE ON MACHINE SHOP WORK DUE TO REPLACEMENT OF VALVE GUIDES/SEALS \$380.00 \*\*\*\*\*  
\*\*\*\*\*

APPROVED  
grover 2/26/14

STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS	
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	4692.00	
	PARTS AMOUNT	6093.15	
	GAS, OIL, LUBE	0.00	
	SUBLET AMOUNT	1010.00	
	MISC. CHARGES	79.00	
	TOTAL CHARGES	11874.15	
	LESS INSURANCE	0.00	
	SALES TAX	0.00	
	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	11874.15

# TAB 7





TOWN OF  
LAKE PARK

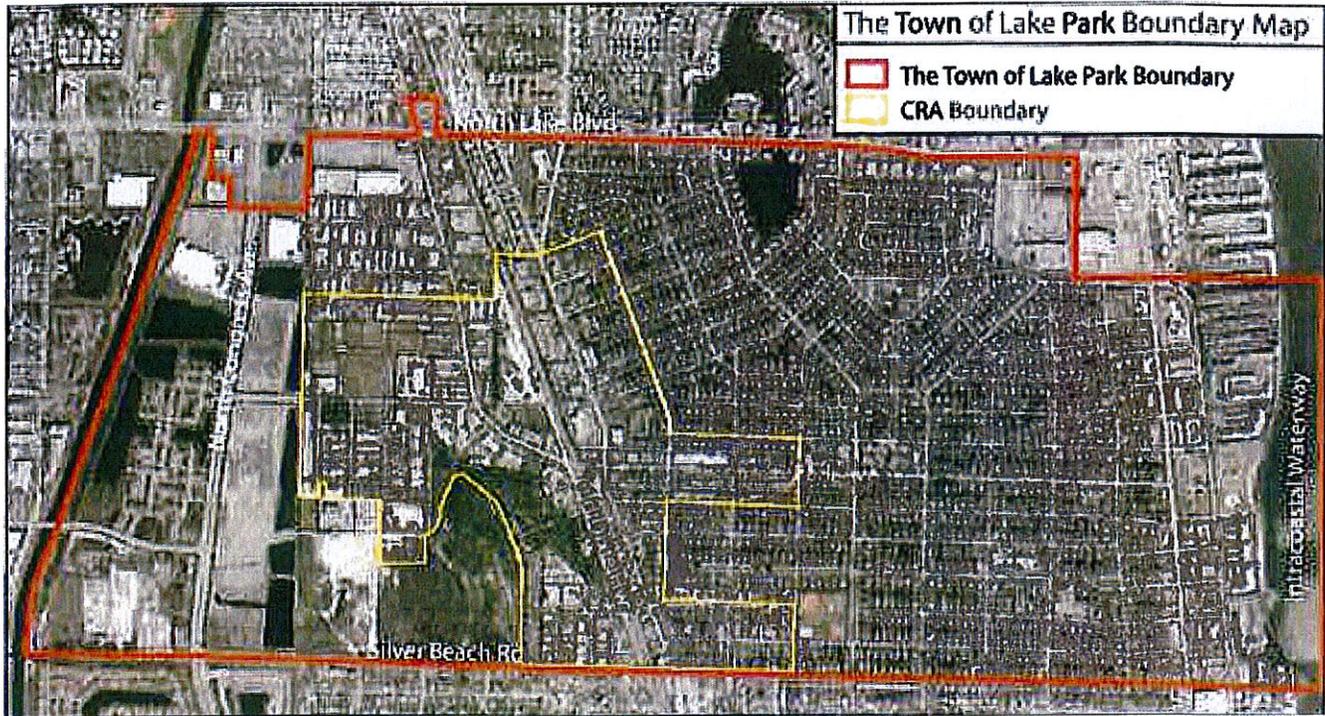
COMMUNITY  
REDEVELOPMENT  
AGENCY

**ANNUAL REPORT FISCAL  
YEAR 2012/2013**

TOWN OF LAKE PARK, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY

ANNUAL REPORT FOR FISCAL YEAR 2012-2013

The Town of Lake Park, one of the earliest master-planned communities in South Florida, still retains many of the characteristics of its original plan which was set out by Harry Seymour Kelsey back in 1919. Nearly 80 years later, in 1996, the Town of Lake Park Community Development Agency (CRA) was established. The original CRA plan identified a series of problems and needs, as well as some general opportunities for the designated area. Figure 1 is a map of the Lake Park CRA in context to the physical boundaries of the entire Town of Lake Park.



*Figure 1 Town of Lake Park Boundary Map*

In January of 2010 the CRA undertook the writing of a Community Redevelopment Agency Plan in an effort to update the vision for the “downtown” and commercial/industrial areas of the Town. A number of priorities were established by the Plan, including:

- Spearheading a signature catalyst development that would anchor the intersection of Park Avenue and Tenth Street.
- Promoting and supporting the redevelopment of other parcels along Park Avenue.
- Promoting the arts and arts related uses and activities as the thematic focus of the downtown.
- Strengthening the connections to Northlake Boulevard, primarily along Tenth Street and Old Dixie Highway.
- The redevelopment of a number of substandard multi-family properties that are located throughout the CRA.
- An effort to build and diversify the Town’s tax base within the commercial and industrial properties in the west portion of the CRA.

## ACTIVITIES OF THE CRA

During the 2012-2013 fiscal year, a number of activities were undertaken by the CRA. An outline of those activities, by month, included:

### October, 2012

The CRA conducted a re-bidding of Security Services and that bid was opened on October 31<sup>st</sup>, resulting in two bidders submitting proposals.

### November, 2012

The Artists of Palm Beach County opened their doors to the public on November 10, 2012. The first free class offered to the public (a pottery class) was conducted during the 2012 Seafood Festival weekend.

"The Give" a new consignment shop had its ribbon cutting on November 11, 2012.

### December, 2012

The CRA Board awarded the CRA Security Officer Patrol Services (unarmed) contract, under Bid No. 01-12 (revised) to E.T. Securities. E.T. Securities began patrolling the CRA during the month of December.

Authorized the spending of \$900.00 for ficus hedge insecticide treatment and \$1,000 for ficus hedge fertilization for the landscaping along Park Avenue.

Received a verbal close-out report from Seafood Festival organizer Jennifer Spicer on the outcome of the 2012 event.

### January, 2013

The Board of Directors determined that with the limited budget and the limited activities occurring within the CRA that it made sense that the Board conduct their meetings on a quarterly basis rather than once per month.

### March, 2013

The first Special Call meeting of the year was held. At that meeting, a variety of topics were handled, including:

- Accepted the resignation of board member Sue-Ellen Mosler.
- Received and accepted the Annual Report presented by the Executive Director.
- Held extensive discussions regarding a parking/property dispute between two private property owners in the 700 block of Park Avenue.

### April, 2013

Received a status report from staff on the year-to-date work undertaken by E.T. Security Services.

Had staff craft and then send out a survey to CRA businesses asking two questions about E.T. Security Services: 1) If the businesses had seen the security vehicle patrolling the CRA; and, 2) if the businesses knew that this patrol service was a service provided to them by the CRA.

Further discussed the parking/access dispute between the two private property owners in the 700 block of Park Avenue.

May, 2013

The Board of Directors voted to terminate the contract with E.T. Security Services.

July, 2013

Joe Friedman, President of the Artists of Palm Beach County gave an update report to the Board of Directors. He advised the Board that the original group of 60 members had recently grown to 120 members of the organization.

The Board approved themes for the placement of holiday decorations, including using banners on 10<sup>th</sup> Street and LED lit decorations for Park Avenue.

The staff conducted the fiscal year 2013-2014 CRA budget workshop.

August, 2013

The Board of Directors adopted the 2013-2014 annual operating budget of \$447,384.00 under Resolution No. 18-08-13.

The Board of Directors reviewed and approved the purchase of property and casualty insurance for fiscal year 2013-2014.

## NEW BUSINESSES

During the 2012-2013 fiscal year, a number of new businesses were opened within the CRA.



**Hometown District**



**Commerce District**



**Arts District**

### MOTOR VEHICLE

**A Spidell Enterprises**, 1140 Watertower Road, #15  
**Auto Sales Associate LLC**, 806 Old Dixie Highway, #7  
**Autotechnik Inc.**, 849 15<sup>th</sup> Street  
**Bob's Canvas**, 1233 Old Dixie Highway, #9  
**J&W Motors LLC**, 870 Old Dixie Highway, #10  
**Jupiter Auto Exchange Inc.**, 1233 Old Dixie Highway, #8  
**Lasalle's Auto Nation**, 825 15<sup>th</sup> Street, #5  
**Sideline Auto**, 950 Old Dixie Highway, #10 & #11

### RESTAURANT/CATERING

**Grumpy Grouper Grille**, 935/937 Park Avenue  
**Simply Delicious Affairs**, 1194 Old Dixie Highway, #4  
**Sub King Venture**, 1205 10<sup>th</sup> Street

### RETAIL/WHOLESALE

**Ace Multi-Services Inc.**, 700 Old Dixie Highway, #103  
**AG Wholesale Group**, 849 15<sup>th</sup> Street, #4  
**She Sells Sea Shells Boutique**, 941 Park Avenue  
**Sheebah Woodard**, 921 Park Avenue  
**The Beauty Boudoir** (hair salon), 838 Park Avenue

### OFFICE/STUDIO/WAREHOUSE

**AGS Trucking & Towing LLC**, 849 15<sup>th</sup> Street, #6  
**AJ Squared Security**, 1194 Old Dixie Highway, #15  
**Aurora Nurses Inc.**, 705 Park Avenue  
**Charles & Charles Tax Services, LLC**, 917 Park Avenue  
**GTechniqu Florida**, 802 Old Dixie Highway, #6  
**Guardian Pool & Spa**, 815 14<sup>th</sup> Street  
**Hosie Naturals, LLC**, 1173 Old Dixie Highway, Suite C  
**One Chance Entertainment Global**, 840 Old Dixie Highway, #11 & #12  
**Prosperity Financial Group**, 1233 Old Dixie Highway, #11  
**Sanctuary Musicians Club**, 732 Park Avenue  
**Super Flag Taxi Company**, 1250 Old Dixie Highway  
**Valleycrest Landscape Maintenance**, 800 13<sup>th</sup> Street  
**Vintage Worship Gathering**, 700 Park Avenue

### MANUFACTURING AND STORAGE WAREHOUSES

**Agapao Plumbing Inc.**, 1194 Old Dixie Highway, #20  
**All Around Recyclers**, 850 13<sup>th</sup> Street, #13  
**Coastal Kitchen & Trim LLC**, 1210 Gateway Road, #8  
**Window Doctor Screens of the Palm Beaches** (New to CRA, not Town),  
 1133 Old Dixie Highway, #8

## FINANCIALS

Balance Sheet*		Statement of Revenues, Expenditures and changes in Fund Balance*	
As of September 30, 2013		For the Year Ending September 30, 2013	
<b>Assets</b>		<b>Revenue</b>	
Cash & Equivalents	\$ 156,412	Taxes	\$ 137,196
Accounts Receivable	\$ 7,665	Intergovernmental	\$ 245,018
Notes Receivable	<u>\$ 108,643</u>	Investment Earnings	\$ 2,617
Total Assets	<u>\$ 272,720</u>	Other	<u>\$ 1</u>
		Total Revenue	<u>\$ 384,832</u>
<b>Liabilities</b>		<b>Expenses</b>	
Accounts Payable	\$ 7,230	Personnel Services	\$ -
Accrued Payroll	\$ -	Operating Expenses	\$ 131,056
Due to other funds	<u>\$ 504,310</u>	Grants	\$ -
Total Liabilities	\$ 511,540	Debt Service	<u>\$ 260,678</u>
		Total Expenses	\$ 391,734
<b>Fund Balance</b>		<b>Net change in Fund Balance</b>	\$ (6,902)
Restricted	\$ -	Fund Balance, beginning	<u>\$ (231,918)</u>
Unrestricted	<u>\$ (238,820)</u>	<b>Fund Balance, ending</b>	<u>\$ (238,820)</u>
Total Fund Balance	<u>\$ (238,820)</u>		
Total Liabilities & Fund Balance	<u>\$ 272,720</u>		

\* Unaudited

MEMBERS OF THE BOARD OF DIRECTORS

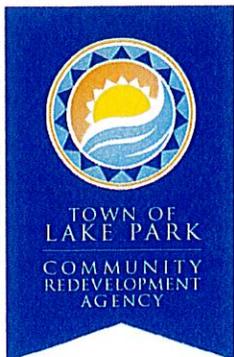
James DuBois, Chair  
Kimberly Glas-Castro, Vice-Chair

Board Members

Erin T. Flaherty \* Christiane Francois \* Michael O'Rourke \* Kathleen Rapoza  
One Vacancy

STAFF OF THE CRA

Dale S. Sugerman, Ph.D., Executive Director  
Thomas J. Baird, Esq., Agency Attorney  
Vivian Mendez, CMC, Agency Clerk



**TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

Town Hall ❖ 535 Park Avenue, Lake Park, FL 33403  
561-881-3304 (Phone) ❖ 561-881-3314 (Fax) ❖ [www.lakeparkcra.com](http://www.lakeparkcra.com)

# TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2014

Agenda Item No.

Agenda Title: Approve the Non-Exclusive Franchise Agreements for Roll-off Container Collection Service with Southern Waste Systems, LLC and Waste Management, Inc.

- SPECIAL PRESENTATION/REPORTS  **CONSENT AGENDA**
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

Approved by Town Manager  Date: 3/16/14

  
David Hunt / Public Works Director

<b>Originating Department:</b> Public Works	Costs: N/A Funding Source: N/A Acct. # <input checked="" type="checkbox"/> Finance <u>BKR</u>	<b>Attachments: Agreements with Southern Waste Systems, LLC and Waste Management, Inc.</b> - Application Packet Requirements - FL Dept. of State's Printout Re: Corporate Status - Financial Records - Certificates of Insurance - Business Tax Receipts - Newspaper Advertisement
<b>Advertised:</b> Date: <u>January 19, 2014</u> Paper: <u>Palm Beach Post</u> <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.	<b>Yes I have notified everyone</b> <u>GDH</u> OR Not applicable in this case ____ <b>Please initial one.</b>

**Summary Explanation/Background:** On February 19, 2014, the Town Commission approved Resolution No. 06-02-14 that established an application process and an effective date authorizing non-exclusive franchises for roll-off container collection services for a period of three years. This is a

continuation of the three year program that was approved by Resolution No. 41-09-10 in September of 2010.

The two firms responding to the Public Notice seeking applicants to perform the roll-off services in the Town were Southern Waste Systems, LLC (SWS) and Waste Management, Inc. (WM). Staff reviewed the submittal packets to ensure that each company was responsive to all the requirements of the application and had a history of responsible service in the waste hauling field.

Both SWS and WM meet the Town's requirements for operating roll-off container collection services for Town businesses and residents that need compacted waste (I.e. cardboard) and construction and demolition debris hauled away for disposal at an appropriate facility. Staff recommends approval of the Non-Exclusive Roll-off Agreement with SWS and WM. By approving the attached agreements with both firms, the Commission is maintaining a competitive program that provides businesses and residents with purchasing options. For allowing these two firms to operate within the Town limits, the Town will receive an annual franchise fee of \$1,500.00 from each company as well as a quarterly payment for roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

These non-exclusive franchise agreements will commence April 1, 2014 and will remain in effect until March 31, 2017.

**Recommended Motion: I move to authorize the Mayor to execute non-exclusive franchise agreements for roll-off container collection services with Southern Waste Systems, LLC and Waste Management, Inc.**

**NON-EXCLUSIVE FRANCHISE AGREEMENT  
FOR ROLL-OFF CONTAINER COLLECTION SERVICES  
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_ 2014, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and Waste Management Inc., a Florida corporation, with a business address at \_\_\_\_\_ (“Franchisee”).

WITNESSETH:

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, including the authority to award non-exclusive franchises in the Town; and

WHEREAS, pursuant to Resolution No. 06-02-14, the Town Commission created a process for granting non-exclusive franchises for roll-off collection services within the Town; and

WHEREAS, pursuant to Resolution No. 06-02-14 any person, firm, company or corporation may apply to the Town for a non-exclusive franchise for roll-off containers; and

WHEREAS, in order to be granted a non-exclusive franchise an applicant must comply with the process and criteria set forth in Resolution 06-02-14; and

WHEREAS, those applicants who have been determined by the Town staff to have complied with the process and criteria are expected to enter into a non-exclusive franchise Agreement with the Town.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. - The “Whereas” clauses are true and correct and are incorporated herein.**

## **SECTION 2. - Engaging in business of roll-off collection services.**

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a non-exclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The non-exclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The non-exclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible.

Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or

judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits

required by law or regulation to conduct roll-off collection services.

(i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

### **SECTION 3. – Non-exclusive franchise fee requirement; monthly fees ; reporting requirements.**

(a) All franchised roll-off collection service operators shall pay to the Town a non-exclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

(b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar year, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town

with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.

(f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

#### **SECTION 4. - Rates for roll-off collection services.**

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

#### **SECTION 5. - Disposal required at Town- and/or county-approved facilities.**

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

#### **SECTION 6. - Application.**

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 5:00 PM February 25, 2014. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the

application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

**SECTION 7 . - Insurance/ Workers Compensation.**

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

**SECTION 8. - Authorization to provide services.**

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

**SECTION 9 .- Term of franchise.**

The term of the franchises shall be for a period of three (3) years commencing April 1, 2014 and terminating March 31, 2017.

**SECTION 10 .- Transfer of non-exclusive franchise.**

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

**SECTION 11. - Revocation of non-exclusive franchise.**

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any non-exclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.

(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.

(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein..

**SECTION 12. - Demolition debris; debris hauling fee; volume determination for debris.**

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

IN WITNESS WHEREOF, the Town and the Contractor have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST:

TOWN OF LAKE PARK, FLORIDA

\_\_\_\_\_

Vivian Mendez, CMC, Town Clerk

\_\_\_\_\_

James Dubois, Mayor

\_\_\_\_\_

Thomas J. Baird, Town Attorney

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Franchisee



**Application to Provide Roll-Off Collection Services  
in Incorporated Town Limits of Lake Park**

1. Application Date: 2/10/2014  
(Applications must be submitted no later than February 25, 2014 at 2:00 PM)

**APPROVED RESOLUTION SHALL BE DISTRIBUTED TO ALL APPLICANTS  
FEBRUARY 20, 2014**

2. Applicant/Business Name: Waste Management Inc of Florida  
3. Corporate Office Address: 2700 Wiles Road Pompano 33073  
4. Palm Beach County Physical Address: 651 Industrial Way Boynton Bch 33426  
5. Mailing Address: 2700 Wiles Rd. Pompano 33073  
6. Phone Number: (561) 312-0000  
7. Officers/Principals: Timothy Hawkins  
8. Contact for Town Franchise: (Name) Eric Nizamoff  
(Authorized Agent) (Address) 2700 Wiles Road Pompano Bch, FL 33073  
(Phone) (239) 229-5951

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

Attached - Tab 2

10. Other References: (include name, address and phone number) attached - Tab 3

Reference 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference 2:

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Reference 3:

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11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

No  Yes If yes, explain where, when and the reasons therefore:

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12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

No  Yes

13. Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant. *attached - Tab 4*

14. A) Attach applicant's last annual financial statement.

B) Attach applicant's financial operating statement for the prior quarter.

*> attached - Tab 5*

15. Attach business tax receipt from County/City of principal place of business. *attached - Tab 6*

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

*attached - Tab 7*

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**Terms and Conditions of Franchise:**

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: Waste Management Inc. of Florida  
(Business Name)

Date: 2 / 10 / 2014

(Signature) [Handwritten Signature]

(Print Name) Timothy Hawkins

(Title) President

FOR PUBLIC WORKS USE ONLY:

Date Received: 2 / 26 / 14 [Initials] Initials

Certificate of Corporate Good Standing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Financial Records	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Certificates of Insurance:			
General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Automobile Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Sent to Risk <u>2/26/14</u> , Risk Approved	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Business Tax Receipt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>
Franchise Fee Paid	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Initials]</u>

APPROVED: [Signature] 3/3/14, Public Works Director

FRANCHISE ISSUED: \_\_\_/\_\_\_/\_\_\_ FRANCHISE EXPIRES \_\_\_/\_\_\_/\_\_\_

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

WASTE MANAGEMENT INC. OF FLORIDA

**Filing Information**

<b>Document Number</b>	279946
<b>FEI/EIN Number</b>	591094518
<b>Date Filed</b>	03/30/1964
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	03/10/2011
<b>Event Effective Date</b>	NONE

**Principal Address**1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Changed: 04/27/2010

**Mailing Address**1001 FANNIN, SUITE 4000  
ATTN: TAX DEPARTMENT  
HOUSTON, TX 77002

Changed: 04/21/2009

**Registered Agent Name & Address**CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 04/19/2011

**Officer/Director Detail****Name & Address**

Title P

HAWKINS, TIMOTHY B

1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title VP

MYHAN, DAVID M  
1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title VP

CARROLL, THOMAS G  
1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title CFO

CARPENTER, DON P  
1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title TREA

RANKIN, DEVINA A  
1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title VP,A

LOCKETT, MARK A  
1001 FANNIN, SUITE 4000  
HOUSTON, TX 77002

Title VP & AS

LAMBROS , JAMES F.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title VP, S & DIRECTOR

SMITH , LINDA J.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title VP & ASST GENERAL COUNSEL

TSAI , S. JOHN  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title VP

WILT , DENNIS M.

1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title AT

BENNETT , JEFF  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title AS

FOSTER , JANNE C.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title AS

KAPLAN , RONALD M.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title AS

TIPPY , COURTNEY A.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title VP & AS

VAN GESSEL , JOHN T.  
1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

Title VICE PRESIDENT

DEES , CHARLES D., III  
1001 FANNIN,  
SUITE 4000  
HOUSTON, TX 77002

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2012	01/11/2012
2013	04/24/2013
2014	01/15/2014

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The table below shows the total revenues (in millions) contributed annually by our Solid Waste and Wheelabrator businesses, in the three-year period ended December 31, 2013. More information about our results of operations is included in Note 21 to the Consolidated Financial Statements and in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, included in this report.

	Years Ended December 31,		
	2013	2012	2011
Solid Waste	\$ 13,477	\$ 13,056	\$ 12,998
Wheelabrator	845	846	877
Other	2,185	2,106	1,534
Intercompany	(2,524)	(2,359)	(2,031)
Total	<u>\$ 13,983</u>	<u>\$ 13,649</u>	<u>\$ 13,378</u>

The services we provide include collection, landfill (solid and hazardous waste landfills), transfer, operation of waste-to-energy facilities and independent power production plants, recycling and resource recovery and other services, as described below. The following table shows revenues (in millions) contributed by these services for each of the three years presented:

	Years Ended December 31,		
	2013	2012	2011
Collection	\$ 8,513	\$ 8,405	\$ 8,406
Landfill	2,790	2,685	2,611
Transfer	1,329	1,296	1,280
Wheelabrator	845	846	877
Recycling	1,447	1,360	1,580
Other	1,583	1,416	655
Intercompany	(2,524)	(2,359)	(2,031)
Total	<u>\$ 13,983</u>	<u>\$ 13,649</u>	<u>\$ 13,378</u>

*Collection.* Our commitment to customers begins with a vast waste collection network. Collection involves picking up and transporting waste and recyclable materials from where it was generated to a transfer station, material recovery facility ("MRF") or disposal site. We generally provide collection services under one of two types of arrangements:

- For commercial and industrial collection services, typically we have a three-year service agreement. The fees under the agreements are influenced by factors such as collection frequency, type of collection equipment we furnish, type and volume or weight of the waste collected, distance to the disposal facility, labor costs, cost of disposal and general market factors. As part of the service, we provide steel containers to most customers to store their solid waste between pick-up dates. Containers vary in size and type according to the needs of our customers and the restrictions of their communities. Many are designed to be lifted mechanically and either emptied into a truck's compaction hopper or directly into a disposal site. By using these containers, we can service most of our commercial and industrial customers with trucks operated by only one employee.
- For most residential collection services, we have a contract with, or a franchise granted by, a municipality, homeowners' association or some other regional authority that gives us the exclusive right to service all or a portion of the homes in an area. These contracts or franchises are typically for periods of three to six years. We also provide services under individual monthly subscriptions directly to households. The fees for residential collection are either paid by the municipality or authority from their tax revenues or service charges, or are paid directly by the residents receiving the service.

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weather-related and other "one-time" occurrences can boost revenues through additional work for a limited time span, as a result of significant start-up costs and other factors, such revenue sometimes generates earnings at comparatively lower margins.

**Employees**

At December 31, 2013, we had approximately 42,700 full-time employees, of which approximately 7,400 were employed in administrative and sales positions and the balance in operations. Approximately 9,200 of our employees are covered by collective bargaining agreements.

**Financial Assurance and Insurance Obligations**

*Financial Assurance*

Municipal and governmental waste service contracts generally require contracting parties to demonstrate financial responsibility for their obligations under the contract. Financial assurance is also a requirement for (i) obtaining or retaining disposal site or transfer station operating permits; (ii) supporting variable-rate tax-exempt debt and (iii) estimated final capping, closure, post-closure and environmental remedial obligations at many of our landfills.

We establish financial assurance using surety bonds, letters of credit, insurance policies, trust and escrow agreements and financial guarantees. The type of assurance used is based on several factors, most importantly: the jurisdiction, contractual requirements, market factors and availability of credit capacity. The following table summarizes the various forms and dollar amounts (in millions) of financial assurance that we had outstanding as of December 31, 2013:

Surety bonds:		
Issued by consolidated subsidiary(a)	\$ 181	
Issued by affiliated entity(b)	1,079	
Issued by third-party surety companies	<u>2,172</u>	
Total surety bonds		\$ 3,432
Letters of credit:		
Revolving credit facilities(c)	872	
Letter of credit facilities(d)	400	
Other lines of credit	<u>267</u>	
Total letters of credit		1,539
Insurance policies:		
Issued by consolidated subsidiary(a)	1,157	
Issued by affiliated entity(b)	32	
Issued by third-party insurance companies	<u>212</u>	
Total insurance policies		1,401
Funded trust and escrow accounts(e)		140
Financial guarantees(f)		<u>117</u>
Total financial assurance(g)		<u>\$6,629</u>

- (a) We use surety bonds and insurance policies issued by a wholly-owned insurance subsidiary, National Guaranty Insurance Company of Vermont, the sole business of which is to issue financial assurance on our behalf. National Guaranty Insurance Company is authorized to write up to approximately \$1.5 billion in surety bonds or insurance policies for our final capping, closure and post-closure requirements, waste collection contracts and other business-related obligations.

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The following table summarizes our various operations at December 31 for the periods noted:

	<u>2013</u>	<u>2012</u>
Landfills:		
Owned	209	211
Operated through lease agreements	22	24
Operated through contractual agreements	<u>36</u>	<u>34</u>
	267	269
Transfer stations	300	297
Material recovery facilities	120	114
Secondary processing facilities	5	12
Waste-to-energy facilities	16	17
Independent power production plants	4	5

The following table provides certain information regarding the 231 landfills owned or operated through lease agreements and a count of landfills operated through contractual agreements, transfer stations and material recovery facilities as of December 31, 2013:

	<u>Landfills Owned or Operated Through Lease Agreements</u>			<u>Landfills Operating Through Contractual Agreements</u>	<u>Transfer Stations</u>	<u>Material Recovery Facilities</u>
	<u>Landfills</u>	<u>Total Acreage(a)</u>	<u>Permitted Acreage(b)</u>			
Solid Waste	227	145,598	37,238	1,314	36	297
Wheelabrator	4	781	341	—	—	3
	<u>231</u>	<u>146,379</u>	<u>37,579</u>	<u>1,314</u>	<u>36</u>	<u>300</u>

- (a) "Total acreage" includes permitted acreage, expansion acreage, other acreage available for future disposal that has not been permitted, buffer land and other land owned or leased by our landfill operations.
- (b) "Permitted acreage" consists of all acreage at the landfill encompassed by an active permit to dispose of waste.
- (c) "Expansion acreage" consists of unpermitted acreage where the related expansion efforts meet our criteria to be included as expansion airspace. A discussion of the related criteria is included within Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — *Critical Accounting Estimates and Assumptions* included herein.

**Item 3. Legal Proceedings.**

Information regarding our legal proceedings can be found under the *Environmental Matters* and *Litigation* sections of Note 11 in the Consolidated Financial Statements included in this report.

**Item 4. Mine Safety Disclosures.**

Information concerning mine safety and other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95 to this annual report.

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**PART II**

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

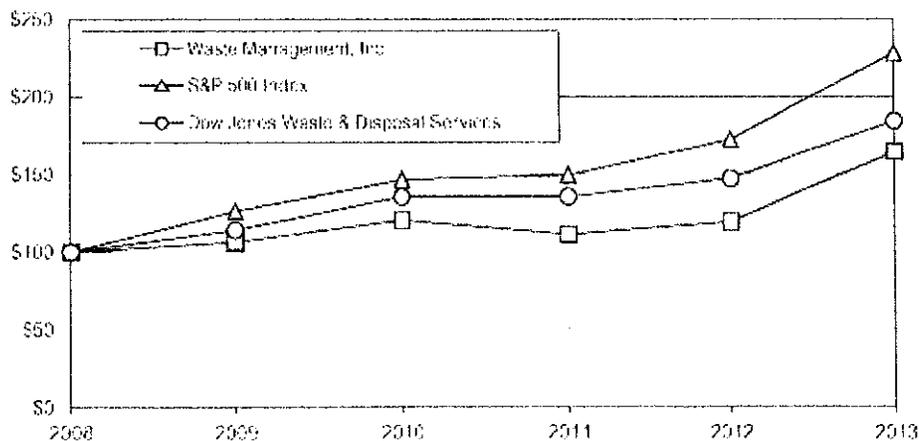
Our common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "WM." The following table sets forth the range of the high and low per-share sales prices for our common stock as reported on the NYSE:

	<u>High</u>	<u>Low</u>
2012		
First Quarter	\$ 35.75	\$ 32.11
Second Quarter	36.35	31.93
Third Quarter	35.70	31.08
Fourth Quarter	34.45	30.83
2013		
First Quarter	\$ 39.26	\$ 33.70
Second Quarter	42.99	37.97
Third Quarter	43.58	39.60
Fourth Quarter	46.37	40.29
2014		
First Quarter (through February 7, 2014)	\$ 44.80	\$ 40.90

On February 7, 2014, the closing sales price as reported on the NYSE was \$42.84 per share. The number of holders of record of our common stock on February 7, 2014 was 12,527.

The graph below shows the relative investment performance of Waste Management, Inc. common stock, the Dow Jones Waste & Disposal Services Index and the S&P 500 Index for the last five years, assuming reinvestment of dividends at date of payment into the common stock. The graph is presented pursuant to SEC rules and is not meant to be an indication of our future performance.

**Comparison of Cumulative Five Year Total Return**



	<u>12/31/08</u>	<u>12/31/09</u>	<u>12/31/10</u>	<u>12/31/11</u>	<u>12/31/12</u>	<u>12/31/13</u>
Waste Management, Inc.	\$ 100	\$ 106	\$ 120	\$ 111	\$ 119	\$ 164
S&P 500 Index	\$ 100	\$ 126	\$ 146	\$ 149	\$ 172	\$ 228
Dow Jones Waste & Disposal Services Index	\$ 100	\$ 114	\$ 135	\$ 135	\$ 147	\$ 184

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Our quarterly dividends have been declared and approved by our Board of Directors and paid in accordance with our financial plans. Cash dividends declared and paid were \$683 million in 2013, or \$1.46 per common share, \$658 million in 2012, or \$1.42 per common share, and \$637 million in 2011, or \$1.36 per common share.

In February 2014, we announced that our Board of Directors expects to increase the quarterly dividend from \$0.365 to \$0.375 per share for dividends declared in 2014. However, all future dividend declarations are at the discretion of the Board of Directors and depend on various factors, including our net earnings, financial condition, cash required for future business plans and other factors the Board may deem relevant.

Our share repurchases have been made in accordance with financial plans approved by our Board of Directors. In December 2012, the Board of Directors authorized up to \$500 million in share repurchases, and we repurchased \$239 million of our common stock pursuant to that authorization in 2013. In February 2014, the Board of Directors authorized up to \$600 million in future share repurchases; this authorization both replaces and increases the amount that remained available for share repurchases under the prior authorization. Any future share repurchases will be made at the discretion of management, and will depend on factors similar to those considered by the Board in making dividend declarations.

The following table summarizes common stock repurchases made during the fourth quarter of 2013:

**Issuer Purchases of Equity Securities**

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share(a)</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Approximate Maximum Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs</u>
October 1 — 31	—	\$ —	—	\$ 500 million
November 1 — 30	2,071,715	\$ 44.86	2,071,715	\$ 407 million
December 1 — 31	3,296,214	\$ 44.35	3,296,214	\$ 261 million
Total	<u>5,367,929</u>	\$ 44.55	<u>5,367,929</u>	

(a) This amount represents the weighted average price paid per share and includes a per-share commission paid for all repurchases.

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**Item 6. Selected Financial Data.**

The information below was derived from the audited Consolidated Financial Statements included in this report and in previous annual reports we filed with the SEC. This information should be read together with those Consolidated Financial Statements and the notes thereto. The adoption of new accounting pronouncements, changes in certain accounting policies and certain reclassifications impact the comparability of the financial information presented below. These historical results are not necessarily indicative of the results to be expected in the future.

	Years Ended December 31,				
	2013(a)	2012(a)	2011(a)	2010	2009
	(In millions, except per share amounts)				
<b>Statement of Operations Data:</b>					
Operating revenues	\$ 13,983	\$ 13,649	\$ 13,378	\$ 12,515	\$ 11,791
Costs and expenses:					
Operating	9,112	8,879	8,541	7,824	7,241
Selling, general and administrative	1,468	1,472	1,551	1,461	1,364
Depreciation and amortization	1,333	1,297	1,229	1,194	1,166
Restructuring	18	67	19	(2)	50
Goodwill impairments	509	4	1	—	—
(Income) expense from divestitures, asset impairments (other than goodwill) and unusual items	464	79	9	(78)	83
	<u>12,904</u>	<u>11,798</u>	<u>11,350</u>	<u>10,399</u>	<u>9,904</u>
Income from operations	1,079	1,851	2,028	2,116	1,887
Other expense, net	(585)	(548)	(508)	(485)	(414)
Income before income taxes	494	1,303	1,520	1,631	1,473
Provision for income taxes	364	443	511	629	413
Consolidated net income	130	860	1,009	1,002	1,060
Less: Net income attributable to noncontrolling interests	32	43	48	49	66
Net income attributable to Waste Management, Inc.	\$ 98	\$ 817	\$ 961	\$ 953	\$ 994
Basic earnings per common share	\$ 0.21	\$ 1.76	\$ 2.05	\$ 1.98	\$ 2.02
Diluted earnings per common share	\$ 0.21	\$ 1.76	\$ 2.04	\$ 1.98	\$ 2.01
Cash dividends declared per common share	\$ 1.46	\$ 1.42	\$ 1.36	\$ 1.26	\$ 1.16
<b>Balance Sheet Data (at end of period):</b>					
Working capital (deficit)	\$ (515)	\$ (613)	\$ (689)	\$ (3)	\$ 109
Goodwill and other intangible assets, net	6,599	6,688	6,672	6,021	5,870
Total assets	22,603	23,097	22,569	21,476	21,154
Debt, including current portion	10,226	9,916	9,756	8,907	8,873
Total Waste Management, Inc. stockholders' equity	5,707	6,354	6,070	6,260	6,285
Total equity	6,002	6,675	6,390	6,591	6,591

- (a) For more information regarding these financial data, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations included in this report. For disclosures associated with the impact of the adoption of new accounting pronouncements and changes in our accounting policies on the comparability of this information, see Note 2 to the Consolidated Financial Statements.



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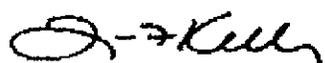
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  12777692  TOWN OF LAKE PARK FLORIDA 650 OLD DIXIE HIGHWAY LAKE PARK FL 33404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

15. Business Tax Receipt



**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
 Serving Palm Beach County  
 Serving you.

Anne M. Gannon  
 Constitutional Tax Collector  
 Serving Palm Beach County  
 P.O. Box 3353  
 West Palm Beach, FL 33402-3353

Business Tax Account		
LBTR Number	Tax Type	Status
199204063	Business Tax	Active
Mailing Address: WASTE MANAGEMENT OF PALM BEACH 651 INDUSTRIAL WAY BOYNTON BEACH, FL 33426-8704		Location Address: 651 INDUSTRIAL WAY BOYNTON BEACH FL 33426-8704

Notice to Business Tax Payer
<b>Important Payment Information</b> Local business tax receipts expire September 30 and may be renewed on or after July 1. <u>Delinquent business taxes</u> are payable online. Local business tax receipts not renewed by September 30 are delinquent and subject to a <u>delinquency penalty</u> of ten (10) percent for the month of October, plus an additional five (5) percent for each month of delinquency.

Business Account Tax Bills							
Bill Year	Gross Tax	Amount Paid	Discount	Penalty/Fees	Interest	Due Date	Amount Due
2014	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2013	\$0.00
2013	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	10/1/2012	\$0.00
2012	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2011	\$0.00
2011	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2010	\$0.00
2010	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2009	\$0.00
2009	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2008	\$0.00
2008	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2007	\$0.00
2007	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2006	\$0.00
2006	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2005	\$0.00
2005	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2004	\$0.00
2004	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2003	\$0.00
2003	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2002	\$0.00
2002	\$236.25	\$236.25	\$0.00	\$0.00	\$0.00	9/30/2001	\$0.00
Total							\$0.00

**NON-EXCLUSIVE FRANCHISE AGREEMENT  
FOR ROLL-OFF CONTAINER COLLECTION SERVICES  
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_ 2014, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and Southern Waste Systems LLC, a Florida corporation, with a business address at \_\_\_\_\_ (“Franchisee”).

WITNESSETH:

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, including the authority to award non-exclusive franchises in the Town; and

WHEREAS, pursuant to Resolution No. 06-02-14, the Town Commission created a process for granting non-exclusive franchises for roll-off collection services within the Town; and

WHEREAS, pursuant to Resolution No. 06-02-14 any person, firm, company or corporation may apply to the Town for a non-exclusive franchise for roll-off containers; and

WHEREAS, in order to be granted a non-exclusive franchise an applicant must comply with the process and criteria set forth in Resolution 06-02-14; and

WHEREAS, those applicants who have been determined by the Town staff to have complied with the process and criteria are expected to enter into a non-exclusive franchise Agreement with the Town.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. - The “Whereas” clauses are true and correct and are incorporated herein.**

## **SECTION 2. - Engaging in business of roll-off collection services.**

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a non-exclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The non-exclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The non-exclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible.

Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or

judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits

required by law or regulation to conduct roll-off collection services.

(i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

### **SECTION 3. – Non-exclusive franchise fee requirement; monthly fees ; reporting requirements.**

(a) All franchised roll-off collection service operators shall pay to the Town a non-exclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

(b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar year, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town

with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.

(f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

#### **SECTION 4. - Rates for roll-off collection services.**

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

#### **SECTION 5. - Disposal required at Town- and/or county-approved facilities.**

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

#### **SECTION 6. - Application.**

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 5:00 PM February 25, 2014. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the

application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

**SECTION 7. - Insurance/ Workers Compensation.**

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

**SECTION 8. - Authorization to provide services.**

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

**SECTION 9. - Term of franchise.**

The term of the franchises shall be for a period of three (3) years commencing April 1, 2014 and terminating March 31, 2017.

**SECTION 10. - Transfer of non-exclusive franchise.**

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

**SECTION 11. - Revocation of non-exclusive franchise.**

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any non-exclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.

(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.

(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein..

**SECTION 12. - Demolition debris; debris hauling fee; volume determination for debris.**

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

IN WITNESS WHEREOF, the Town and the Contractor have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST:

TOWN OF LAKE PARK, FLORIDA

\_\_\_\_\_

Vivian Mendez, CMC, Town Clerk

\_\_\_\_\_

James Dubois, Mayor

\_\_\_\_\_

Thomas J. Baird, Town Attorney

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Franchisee



**Application to Provide Roll-Off Collection Services  
in Incorporated Town Limits of Lake Park**

1. Application Date: January 30, 2014  
(Applications must be submitted no later than February 25, 2014 at 2:00 PM)

**APPROVED RESOLUTION SHALL BE DISTRIBUTED TO ALL APPLICANTS  
FEBRUARY 20, 2014**

2. Applicant/Business Name: Southern Waste Systems, LLC

3. Corporate Office Address: 2380 College Ave., Davie, Fl 33317

4. Palm Beach County Physical Address: 790 Hillbrath Dr Lantana, Fl 33462

5. Mailing Address: 2380 College Ave. Davie, Fl 33317

6. Phone Number: 954-615-4057

7. Officers/Principals: Charles Gusmano, Charles Lomangino, Anthony Lomangino

8. Contact for Town Franchise: (Name) Tom Mc Mahon  
(Authorized Agent) (Address) 790 Hillbrath Dr Lantana, Fl 33462  
(Phone) 561-350-4452

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

Please see attached.

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10. Other References: (include name, address and phone number)

Reference 1: Please see attached  

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Reference 2:

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

Reference 3:

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

11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

No     Yes    If yes, explain where, when and the reasons therefore:

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

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

No     Yes

✓ 13. Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant.

✓ 14. A) Attach applicant's last annual financial statement.

✓ B) Attach applicant's financial operating statement for the prior quarter.

✓ 15. Attach business tax receipt from County/City of principal place of business.

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

_____ Please see attached	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Terms and Conditions of Franchise:**

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: Southern Waste Systems, LLC

(Business Name)

Date: Jan 30 2014

(Signature) *Charles Gusmano*

(Print Name) Charles Gusmano

(Title) Manager

FOR PUBLIC WORKS USE ONLY:

Date Received: 2 / 26 / 14 *CG* Initials

Certificate of Corporate Good Standing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Financial Records	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Certificates of Insurance:			
General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Automobile Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Sent to Risk <u>2/26/14</u> Risk Approved	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Business Tax Receipt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>
Franchise Fee Paid	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u><i>CG</i></u>

APPROVED: *John* 3/3/14, Public Works Director

FRANCHISE ISSUED:     /    /     FRANCHISE EXPIRES     /    /

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

SOUTHERN WASTE SYSTEMS, LLC

**Filing Information**

<b>Document Number</b>	L99000004470
<b>FEI/EIN Number</b>	650936043
<b>Date Filed</b>	07/22/1999
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	10/06/1999
<b>Event Effective Date</b>	NONE

**Principal Address**2380 College Ave  
Davie, FL 33317-7190

Changed: 01/30/2013

**Mailing Address**2380 College Ave  
Davie, FL 33317-7190

Changed: 01/30/2013

**Registered Agent Name & Address**GUSMANO, CHARLES  
2380 College Ave  
Davie, FL 33317-7190

Name Changed: 04/22/2003

Address Changed: 01/30/2013

**Authorized Person(s) Detail****Name & Address**

Title MGRM

SOUTHERNWASTESYSTEMSHOLDINGSLP  
 2380 College Ave  
 Davie, FL 33317-7190

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2012	02/15/2012
2013	01/30/2013
2014	01/09/2014

### Document Images

<a href="#"><u>01/09/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/30/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/15/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/04/2011 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/18/2010 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/28/2009 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/21/2008 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/17/2007 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/16/2006 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/21/2005 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/08/2004 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/07/2003 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/22/2003 -- Reg. Agent Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/30/2002 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/24/2001 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/13/2001 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/04/2000 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/06/1999 -- Amended and Restated Articles</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>07/22/1999 -- Florida Limited Liabilites</u></a>	<a href="#">View image in PDF format</a>

Southern Waste Systems			
Operating Statement for Prior Quarter			
		Q3 2013	%
<b>TOTAL REVENUE</b>		<b>28,403,167</b>	
<b>OPERATING EXPENSES</b>			
Total Transportation and Disposal		7,468,554	26.3%
Total Operating Labor		4,899,693	17.3%
Total Veh/Equip Operating		2,007,115	7.1%
Total Maintenance Expense		2,447,113	8.6%
Total Operating Depreciation		2,532,730	8.9%
Total Building Occupancy		1,262,404	4.4%
Total Insurance & Safety		577,646	2.0%
Total Other Operating Expense		1,734,510	6.1%
<b>Total OPERATING EXPENSES</b>		<b>22,929,765</b>	<b>80.7%</b>
<b>TOTAL OPERATING INCOME</b>		<b>5,473,402</b>	<b>19.3%</b>
<b>SALES, GENERAL &amp; ADMINISTRATIVE</b>			
Total Marketing Expense		117,400	0.4%
Total Sales Wages & Expense		463,105	1.6%
Total Administrative Wages		1,226,176	4.3%
Total Administrative Expense		774,530	2.7%
Total Professional Fees		666,803	2.3%
Total Depreciation & Amortization		58,671	0.2%
<b>Total SALES, GENERAL and ADMINISTRATIVE</b>		<b>3,306,685</b>	<b>11.6%</b>
Total OTHER		100,800	0.4%
<b>NET INCOME</b>		<b>2,065,917</b>	<b>7.3%</b>

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Balance Sheet  
December 31, 2012**

**Assets**

<b>Current Assets</b>	
Cash	\$ 2,298,297
Accounts Receivable	10,238,825
Other Receivables	1,838,646
Inventory	625,857
Assets Held for Resale	306,532
Prepaid Expenses	<u>374,769</u>
<b>Total Current Assets</b>	<u><b>15,682,926</b></u>
<b>Property, Plant and Equipment - Net of Depreciation</b>	<u><b>85,450,696</b></u>
<b>Other Assets</b>	
Deposits	1,060,495
Depreciable Assets not yet Placed in Service	1,926,468
Goodwill	9,012,886
Intangible Assets - Net of Amortization	510,861
Loan to Partners	3,490,184
Other Assets	<u>48,770</u>
<b>Total Other Assets</b>	<u><b>16,049,664</b></u>
<b>Total Assets</b>	<u><b>\$ 117,183,286</b></u>

*The accompanying notes are an integral part of these financial statements.*

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Balance Sheet  
December 31, 2012**

**Liabilities, Members' Equity and Partners' Capital**

<b>Current Liabilities</b>	
Bank Overdraft	\$ 995,390
Accounts Payable	4,047,364
Accrued Expenses	3,486,396
Accrued Interest	270,076
Accrued Insurance Claims	715,869
Deferred Revenue	1,055,199
Customer Deposits	4,000
Current Portion of Long-Term Debt	<u>2,204,273</u>
<b>Total Current Liabilities</b>	<b>12,778,567</b>
Line of Credit	30,705,125
Loan from Member/Partner	11,086,177
Long-Term Debt, Net of Current Portion	<u>126,669</u>
<b>Total Liabilities</b>	<b><u>54,696,538</u></b>
<b>Members' Equity and Partners' Capital</b>	
Members' Equity and Partners' Capital - Controlling Interest	41,801,227
Non - Controlling Interest in Members' Equity	<u>20,685,521</u>
<b>Total Members' Equity and Partners' Capital</b>	<b><u>62,486,748</u></b>
<b>Total Liabilities, Members' Equity and Partners' Capital</b>	<b><u>\$ 117,183,286</u></b>

*The accompanying notes are an integral part of these financial statements.*

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Statement of Operations  
For the Year Ended December 31, 2012**

Revenues	\$ 85,960,715
Cost of Revenues	<u>63,920,543</u>
<b>Gross Profit</b>	<b>22,040,172</b>
Operating Expenses	
Selling, General and Administrative	<u>14,113,026</u>
<b>Income from Operations</b>	<b>7,927,146</b>
Other Income (Expense)	
Rental Income	501,302
Expenses - Rental Properties/Consulting	(1,246,826)
Depreciation Expenses - Rental Properties	(980,568)
Interest Expense	(449,451)
Gain on Disposition of Property & Equipment	2,548,662
Lawsuit Settlement Expenses	(112,600)
Other Income	<u>71,255</u>
<b>Net Other Income (Expense)</b>	<b><u>331,774</u></b>
<b>Net Income Including Non-Controlling Interests</b>	<b>8,258,920</b>
<b>Non-Controlling Interests</b>	<b><u>(361,299)</u></b>
<b>Net Income - Controlling Interests</b>	<b><u>\$ 8,620,219</u></b>
<b>Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)</b>	<b><u>\$ 18,804,669</u></b>

*The accompanying notes are an integral part of these financial statements.*

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Statement of Changes in Members' Equity  
and Partners' Capital  
For the Year Ended December 31, 2012**

Members' Equity and Partners' Capital January 1, 2012	\$ 36,508,398
Non - Controlling Interest in Members' Equity January 1, 2012	18,795,117
Distributions	(1,075,687)
Net Income	<u>8,258,920</u>
Total Members' Equity and Partners' Capital December 31, 2012	62,486,748
Non - Controlling Interest in Members' Equity December 31, 2012	<u>20,685,521</u>
Members' Equity and Partners' Capital - Controlling Interest December 31, 2012	<u>\$ 41,801,227</u>

*The accompanying notes are an integral part of these financial statements.*

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2012**

<b>Cash Flows from Operating Activities</b>	
Net Income	\$ 8,258,920
<b>Adjustments to reconcile Net Income to net cash provided by operating activities</b>	
Depreciation and Amortization	10,096,298
Gain on Disposition of Property and Equipment	(2,548,662)
<b>Decrease (Increase) in Operating Assets</b>	
Accounts Receivable	(1,159,644)
Other Receivables	(88,030)
Assets Held for Resale	480,950
Inventory	(587,805)
Prepaid Expenses	(19,877)
Other Assets	26,248
Deposits	(29,881)
<b>Increase (Decrease) in Operating Liabilities</b>	
Accounts Payable	180,312
Bank Overdrafts	(347,292)
Accrued Expenses	1,686,248
Accrued Interest	29,319
Accrued Insurance Claims	(86,921)
Deferred Revenue	<u>83,437</u>
<b>Total Adjustments</b>	<u>7,714,700</u>
<b>Net Cash Provided By Operating Activities</b>	<b>15,973,620</b>
 <b>Cash Flows From Investing Activities</b>	
Acquisition of Depreciable Assets not yet Placed in Service	(1,890,675)
Capital Asset Acquisitions	(21,185,664)
Intangible Asset Acquisitions	(516,624)
Proceeds from Disposition of Property and Equipment	<u>4,320,727</u>
<b>Net Cash Used By Investing Activities</b>	<b>(19,272,236)</b>

**Southern Waste Holdings Management, LLC,  
Southern Waste Systems Holdings, LP and Affiliates  
Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2012**

<b>Cash Flows From Financing Activities</b>	
Proceeds from Long Term Debt	80,192
Repayment of Long Term Debt	(81,921)
Loan to Partners	(3,490,184)
Net Borrowings on Line of Credit	4,300,163
Cash Distributions	(1,075,687)
Payment of Distributions Payable	(2,798,225)
Loan from Member/Partner	<u>7,555,600</u>
Net Cash Provided By Financing Activities	<u>4,489,938</u>
Net Increase in Cash and Cash Equivalents	1,191,322
Cash and Cash Equivalents at Beginning of Period	1,106,975
Cash and Cash Equivalents at End of Period	<u>\$ 2,298,297</u>

*The accompanying notes are an integral part of these financial statements.*



SOUTWAS-04

MATERAT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America-LNG 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME:	
	PHONE (A/C, No, Ext): (407) 788-3000	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Wesco Insurance Company	25011
	INSURER B : Hallmark Insurance Company	34037
	INSURER C : American Safety Indemnity Company	25433
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
Southern Waste Systems LLC aka Sun Disposal; Sun Recycling LLC  
2380 College Ave.  
Davie, FL 33317

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			WPP106059901	5/8/2013	5/8/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			WPP106059901	5/8/2013	5/8/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PIP \$ 10,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			66HX131F96	5/8/2013	5/8/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			EIL0315801201	5/8/2012	5/8/2015	Aggregate/Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SOUT-06

OP ID: R3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Daniel A. Touchet	954-776-2222	<b>CONTACT NAME:</b>	
	954-776-4446	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A: Comp Options Insurance Co</b>	<b>10834</b>
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED** Southern Waste Systems, LLC  
 aka Sun Disposal;  
 Sun Recycling LLC  
 Attn: Tony Correnti  
 2380 College Ave  
 Davie, FL 33317

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> Y	OCOCWC000532101	01/01/14	01/01/15	E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
		N/A				E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

LAKEPAR

Town of Lake Park  
 650 Old Dixie Hwy  
 Lake Park, FL 33403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 790 HILLBRATH DRIVE  
 LANTANA, FL 33462

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0039 RECYCLING	GUSMANO CHARLES		813.1487154 - 08/13/13	\$236.25	BA0127317

This document is valid only when receipted by the Tax Collector's Office.

B2 - 593

SOUTHERN WASTE SYSTEMS LLC  
 SOUTHERN WASTE SYSTEMS LLC  
 790 HILLBRATH DR  
 LANTANA, FL 33462-1672

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2013/2014 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200101507**  
**EXPIRES: SEPTEMBER 30, 2014**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**PUBLIC NOTICE**

The Town of Lake Park, Florida is accepting applications for three year, non-exclusive roll-off container collection service franchises. Resolution No. 41-09-10 allows firms to operate construction and demolition (C&D) debris hauling services within the Town limits based upon application approval, annual fee and quarterly roll-off collection fee submittals starting April 1, 2014. Application packages may be picked up at the Town's Clerk's Office, 535 Park Avenue, Lake Park, Florida, between 8:00 am and 5:00 pm, Monday through Friday. Deadline for application submittal is 2:00pm February 25, 2014.

Vivian Mendez, CMC, Town Clerk  
PUB: The Palm Beach Post  
1-19/2014 #187274

TOWN OF LAKE PARK

**PROOF OF PUBLICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared Tiffany Everett, who on oath says that she is Call Center Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice

was published in said newspaper on First date of Publication 01/19/2014 and last date of Publication 01/19/2014

Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.

Signed *Tiffany Everett*

*April D. Emberton*

Sworn to and subscribed before 01/23/2014.  
Who is personally known to me.



APRIL D. EMBERTON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
October 01, 2018

PUBLIC NOTICE  
Ad ID: 388289  
Ad Cost: 75.68

# RESOLUTIONS

# TAB 9



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 19, 2014 **Agenda Item No.** \_\_\_\_\_

**Agenda Title:** Designation of Signatories for Town Bank Accounts

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

**Approved by Town Manager**  **Date:** 3/6/14

**Blake K. Rane**  **Finance Director**  
 Name/Title

<b>Originating Department:</b>  <b>FINANCE</b>	Costs: <b>\$ 450.00</b> for architext printer chip Funding Source: Budgeted Acct. # <b>150-51000</b> <input checked="" type="checkbox"/> Finance ___BKR___	<b>Attachments:</b>  <b>Resolution</b>
<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 _BKR_  <b>Please initial one.</b>

**Summary Explanation/Background:**

At the March 19, 2014 meeting, the newly-elected Mayor will be sworn in and a new Vice-Mayor will be elected by the Town Commission. The Lake Park Code of Ordinances Sec. 2-222 requires three signatures on all Town checks. They are to be the Mayor, the Vice-Mayor, and the Finance Director, with an alternate in case of unavailability of the Mayor or Vice-Mayor for signatures. The purpose of this item is to appoint the newly elected Mayor, the Vice-Mayor, and the alternate as signatories on all Town Checks

**Recommended Motions:**

First – I move that Commissioner \_\_\_\_\_ be appointed as the alternate signatory as required by the Town Code.

Second – I move that Resolution \_\_\_-03-14 be approved and that the Mayor, the Vice-Mayor, and the designated alternate be appointed as authorized signatories on the specified bank accounts.

**RESOLUTION NO. 08-03-14**

**A RESOLUTION OF THE TOWN OF COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING THE MAYOR, JAMES DUBOIS, THE VICE MAYOR \_\_\_\_\_, AND COMMISSIONER \_\_\_\_\_, AS AUTHORIZED SIGNATORIES ON PNC BANK ACCOUNTS PAYABLE ACCOUNT #1201423864, PAYROLL ACCOUNT #1201624885; REVENUE ACCOUNT #1201634645, AND NOW ACCOUNT #1203185468, DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FACSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTATION OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE A CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTUTION NAMED HEREIN; AND PROVIDING FOR AND EFFECTIVE DATE.**

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

Section 1. The following persons are hereby appointed as an authorized signatories on PNC Bank Accounts - Payable Account #1201423864, Payroll Account #1201624885, Revenue Account # 1201634645, and NOW Account #1203185468:

Mayor James DuBois

Vice-Mayor \_\_\_\_\_

Commissioner \_\_\_\_\_ (Alternate)

Section 2. All persons named herein or previously appointed as authorized signatories on said accounts are hereby directed to complete and execute signature cards, facsimile signature card, bank resolutions and/or other bank documents necessary to effect the implementation of this Resolution.

Section 3. The Town Clerk is hereby directed to provide a certified copy of this Resolution to the banking institution named herein.

Section 4. This Resolution shall become effective immediately upon adoption.

# TAB 10



The contract calls for the sharing of revenue between the tennis professional and the Town. The responsibilities of TenStar Management are outlined in Section 1 of the contract. The responsibilities of the tennis professional are outlined in Section 2 of the contract. The responsibilities of the Town are outlined in Section 5 of the contract, and the compensation and revenue sharing provisions are outlined in Section 9 of the contract.

**Recommended Motion:** I move to approve Resolution No. 09-03-2014.

**RESOLUTION NO. 09-03-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TEN STAR MANAGEMENT, INC. FOR TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES AT THE LAKE PARK TENNIS CENTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town desires the services of a qualified and experienced professional to manage and to provide maintenance at the Lake Park Tennis Center (LPTC); and

**WHEREAS**, the Town has solicited via a Request for Proposals (101-2014) for services from professionals to manage and maintain the LPTC; and

**WHEREAS**, Ten Star Management, Inc. (TenStar) responded to the TOWN'S solicitation and it's response that it is willing to, and it's response demonstrated that it is qualified to provide the services solicited by the Town; and

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

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Agreement for Tennis Center Management and Maintenance Services with Ten Star. A copy of the Agreement is attached hereto and incorporated herein as **Exhibit "A"**.

**Section 3.** This Resolution shall be effective upon adoption.

**AGREEMENT FOR TENNIS CENTER MANAGEMENT  
AND MAINTENANCE SERVICES  
BETWEEN THE TOWN OF LAKE PARK, FL  
AND  
TENSTAR MANAGEMENT, INC**

**THIS AGREEMENT FOR TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES** (Agreement) is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”) and TenStar Management, Inc., 5433 54<sup>th</sup> Way, West Palm Beach, FL 33409 (“TenStar”).

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town desires the services of a qualified and experienced professional to manage and to provide maintenance at the Lake Park Tennis Center (LPTC); and

**WHEREAS**, the Town has solicited via a Request for Proposals (101-2014) for services from professionals to manage and maintain the LPTC; and

**WHEREAS**, TenStar responded to the TOWN'S solicitation and its response that it is willing to, and its response demonstrated that it is qualified to provide the services solicited by the Town; and

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

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

**1. RESPONSIBILITIES OF TENSTAR**

- 1.1 TenStar shall provide a qualified Tennis Professional, as set forth below to direct and oversee the operations of the LPTC.
- 1.2 TenStar shall be responsible for the management of the operations of the LPTC, including its fiscal management.
- 1.3 TenStar shall coordinate the operation and management of the LPTC with the

Town's Director of Parks & Recreation (the Director).

- 1.4 TenStar shall be responsible for the scheduling of tennis courts, providing individual and group tennis lessons, scheduling league play, the supervision of the LPTC facilities and its Tennis Professionals, independent contractors, or employees.

## **2. RESPONSIBILITIES OF THE TENNIS PROFESSIONAL:**

- 2.1 The Tennis Professional must be a United States Professional Tennis Association (USPTA) member, and must be certified as a USPTA Professional 1.
- 2.2 Maintain a daily log showing the lessons which have been provided by any and all teaching professionals on the Town courts and any days of league play at the LPTC.
- 2.3 Provide such qualified staff as may be necessary to support the programming advertised as offered at the LPTC.
- 2.4 Maintain complete accounting records and implement appropriate accounting controls consistent with standard business practices. Accounting records shall be available for audit/inspection by the Town of Lake Park during regular working hours.
- 2.5 Establish the rates for individual and group tennis lessons, and league play.
- 2.6 Schedule the use of the Lake Shore Park tennis courts and provide private tennis lessons and schedule league play.
- 2.7 Provide the Director with a monthly schedule one week in advance of the next month. If there are any weekly or daily changes to the schedule, the Tennis Professional shall provide the Director with as much written advance notice as possible.
- 2.8 Provide professional tennis instruction for individuals or groups and promote league play.
- 2.9 Coordinate two annual fundraising tournaments, in cooperation with the Director, the net proceeds of which shall be deposited as a revenue to the Parks and Recreation Department's budget. The proceeds from fundraising tournaments shall be earmarked for the purchase of materials and equipment for the tennis program at the LPTC.
- 2.10 Schedule one free tennis lesson per week, for a minimum of one hour, for Lake Park children (with proof of residency) between the ages of 6 and 16. During the school year, the one hour lesson shall be conducted after school. During the summer, the timing of the scheduling of the weekly free tennis lesson will be at the discretion of the Tennis Professional.

- 2.11 Maintain an office schedule allowing for a minimum of 10 hours per week for administrative functions and duties.
- 2.12 Provide all equipment, which includes balls, racquets and any other necessary equipment required to conduct lessons, and league play.
- 2.13 Secure and maintain all business tax receipts or any licenses which are necessary to do business in Palm Beach County, the Town of Lake Park, and the State of Florida, and other operations provided by the Tennis Professional at the LPTC.

**3. LPTC HOURS OF OPERATION:**

- 3.1 Open every day throughout the year, weather permitting, at hours which are consistent with tennis industry practices and Town's needs, except for Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.
- 3.2 The Tennis Professional will be provided with keys for the purpose of opening and closing the Tennis Center. At a minimum, the two courts located in Kelsey Park will remain unlocked. The Tennis Professional will determine when to open any locked facilities. Further, the Tennis Professional will be responsible for ensuring that tennis court lighting at the Lake Shore Park courts are turned off no later than 10:00 pm each day that the facility is open.
- 3.3 Court Schedule: At all times, a minimum of 2 courts shall be available for use by the general public. The terms of this paragraph notwithstanding, this schedule, and the availability of courts to the public may be revised from time to time by the Town.

**4. TERM:**

The term of this Agreement shall be one year, commencing on May 1, 2014. Thereafter, the contract shall continue for two successive one year terms.

**5. RESPONSIBILITIES OF THE TOWN:**

- 5.1 Process fees related to Town tennis programs.
- 5.2 Enforce Town rules and regulations.
- 5.3 Promote and coordinate Town sponsored tennis programs.
- 5.4 Promote the facilities and recreational opportunities of the LPTC including professional tennis instruction through the distribution of an annual brochure, flyers, new releases and such other media sources as the Town deems appropriate and necessary.

**6. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

- 6.1 TenStar shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from any and all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with TenStar, its subcontractors, its agents, or employees, and committed in connection with TenStar's performance of any services performed hereunder.
- 6.2 TenStar must obtain the insurance as set forth below and submit the declaration page for same to the Town to demonstrate the retention of these policies.
- a. **WORKERS' COMPENSATION INSURANCE** for all employees of TenStar for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of TenStar and all subcontractors. **EMPLOYERS LIABILITY** limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.
  - b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

**7. MAINTENANCE REQUIREMENTS OF TENNIS PROFESSIONAL:**

Maintenance: All maintenance (internal/external/minor) of the LPTC is the responsibility of the Tennis Professional. All tools, materials, and equipment for the maintenance of the LPTC shall be the responsibility of the Tennis Professional. Maintenance duties include:

All six tennis courts shall have the leaves removed (preferably with the use of a leaf blower) on a daily basis.

Picking up, by the end of each day, all the trash and tennis balls lying around.

Zip-tying and/or replacing the windscreen or nets that have become loose or have ripped.

Unlocking all gates in the morning and locking all gates at night.

Inspecting the LPTC for maintenance or repairs once per week and making the Director aware of any maintenance issues which fall under Section 8 below.

**8. MAINTENANCE REQUIREMENTS OF THE TOWN:**

Water and sewer, trash collection, telephone, internet, and cable television service costs shall be paid by the Town.

Major repairs and capital improvements shall be the responsibility of the Town including:

- Fencing repairs.
- Light fixture repair.
- Repair and maintenance of the irrigation system for the tennis courts.
- Pressure washing of the concrete and the canopies twice per year.
- Maintaining clean and presentable restrooms.

**9. COMPENSATION AND REVENUE SHARING:**

TenStar's direct earned revenues (compensation) from operation of the LPTC shall be limited to the Tennis Professional's fees for private lessons and the scheduling of league play. TenStar shall share in revenue from all fees collected by the Town for tennis programs, tennis camps, tennis clinics, and tennis tournaments sponsored by the Town.

Schedule of compensation and revenue sharing:

<u>Activity</u>	<u>Tennis Professional</u>	<u>Town</u>
Private lessons	100%	0%
League Play (@ \$700/player)	80%	20%
Independent contractor lessons	90%	10%*
Town programming	80%	20%
Fundraising events	10%	90%

\* It is anticipated that the annual premium for Workers' Compensation insurance will cost the Tennis Professional approximately \$1,400.00 per year. The Tennis Professional will be entitled to retain the 10% revenue sharing proceeds from the Independent contractor lessons until 100% of the full cost of Workers' Compensation insurance premiums is reimbursed. After that, the Town will be entitled to the 10% revenue sharing proceeds from Independent contractor lessons.

PAYMENT OF ANY AND ALL PERTINENT FEDERAL, STATE, OR LOCAL SELF-EMPLOYMENT, WORKERS' COMPENSATION OR INCOME TAXES, OR OTHER ASSESSMENTS LEVIED BY GOVERNMENTAL AUTHORITIES ON ANY MONIES EARNED AS A RESULT OF THE TENNIS MANAGEMENT SERVICES CONTRACTUAL

RELATIONSHIP WITH LAKE PARK, THE TOWN OF LAKE PARK SHALL BE REIMBURSED FOR ANY CLAIM OR ASSESSMENT, INCLUDING INTEREST AND PENALTIES, BY ANY TAXING AUTHORITY ARISING OUT OF CONTRACTOR'S FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES.

**10. ACCOUNTING PROCEDURES:**

TenStar shall maintain complete and adequate accounting records supporting all charges, fees, expenses, and costs associated with this Agreement.

TenStar shall implement appropriate accounting controls consistent with standard business practices. All transactions generated as a result of lessons and league play shall be accounted for as follows:

1. TenStar shall maintain and have available for the Town it's monthly participation reports to include:
  - frequency of lesson; and
  - amounts paid by participant.
2. TenStar's accounting records shall be available for audit and inspection by the Town during hours of operation.
3. TenStar shall provide a monthly report showing the amounts of all revenue collected for Tennis Professional's related services.

**11. TERMINATION**

Either party may terminate the Agreement prior to the end of the Term by providing the other with 60 days advance written notice of its intention to do so. Provided however, the Town may terminate this Agreement at any time for its convenience provided it gives TenStar 60 days advance written notice of its intention to do so.

**12. NOTICES**

All notices between the parties shall be in writing and mailed or hand delivered to the parties at the following addresses:

TO THE TOWN:

Town of Lake Park  
Attn: Town Manager  
535 Park Avenue  
Lake Park, FL 33408

TO TENSTAR:

TenStar Management, Inc.  
Attn: Darryl Fornatora, President  
5433 54<sup>th</sup> Way  
West Palm Beach, FL 33409

**13. GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

**14. ATTORNEY FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**15. ASSIGNMENT**

This Agreement may not be assigned without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

**16. SEVERABILITY**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**17. WAIVER**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**18. ENTIRE AGREEMENT.**

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and TenStar.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

TOWN OF LAKE PARK

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

By: \_\_\_\_\_  
James DuBois, Mayor

Town Seal

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by James DuBois, as Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

TENSTAR MANAGEMENT, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Darryl Fornatora

\_\_\_\_\_  
Printed Name

Title: President

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by Darryl Fornatora, as President of TenStar Management, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

# **NEW BUSINESS**

# TAB 11



# TAB 12



**Recommended Motion:** I move to authorize the Mayor to sign the Phase 3 Services-Scope of Work from Simmons & White dated 02/28/14 for Marina seawall remediation design and bidding services.



January 27, 2014  
Revised 02/28/2014

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

Attention: Mr. Dale Sugerman, Ph.D.  
Town Manager

Reference: Town of Lake Park Marina  
Phase 3 Services

Dear Mr. Sugerman:

We are pleased to submit the following proposal for professional services in connection with Phase 3 of the seawall repair project at the Town of Lake Park Marina. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Lake Park, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

### Phase 3 Scope of Services

The Consultant will perform the following:

1. Prepare Draft "Order of Magnitude" Preliminary Construction Budget. Prepare estimated construction schedule taking tidal fluctuations into account. Estimate hours for construction phase services (inspections) by a third party, the Town Engineer, the structural engineer and the geotechnical engineer. Provide draft documents to Town for review. Incorporate comments and provide final documents.
2. Coordinate with Town staff to establish Scope of Work for Geotechnical Engineer (Ardaman & Associates) and Structural Engineering (Alan Gerwig & Associates). Discuss project scope and details and assist as necessary to facilitate their preparation of proposals.

NOTE: Geotechnical Engineer and Structural Engineer to contract directly with the Town of Lake Park.

\_\_\_\_\_ Int.

Phase 3 Scope of Services (Continued)

3. Prepare Construction Plans and specifications for the proposed paver removal, excavation, landward chemical grouting, waterward chemical grouting, backfill and compaction, preparation for slab construction (concrete slab design, specifications and construction observation by structural engineer); and root barrier requirements. Coordinate with Town staff regarding staging of construction, hours of operation, area to be affected, coordination of marina operations and specific contractor requirements related to pedestrian safety, access and marina operations.
4. Prepare Draft “Schedule of Bid Items” including field measurement of affected areas (linear feet of seawall, square yards of pavers/future concrete slab). Provide draft to Town of Lake Park. Incorporate comments and provide Schedule of Bid Items for Town to use for bidding process.

NOTE: Bidding process to be coordinated and performed by Town of Lake Park.

5. Provide engineering assistance during the bidding process with regard to Response to Bidders’ Requests for additional information. Attend pre-bid meetings or meetings during the bidding process.

Items to be Furnished by the Client  
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

\_\_\_\_\_ Int.

Mr. Dale Sugerman, Ph.D.  
January 27, 2014 – Page 3  
Revised 02/28/2014

Fees to be Paid

The Consultant shall be paid the following hourly “not to exceed” fees for the following Items in the Scope of Services:

Item 1: Order of Magnitude Budget, Time Estimate & Hours of Construction

Phase Services:

Principal <u>20</u> hr. @ <u>\$160.00</u>	<u>\$3,200.00</u>
Engineer <u>6</u> hr. @ <u>\$110.00</u>	<u>\$ 660.00</u>
Secretarial <u>4</u> hr. @ <u>\$50.00</u>	<u>\$ 200.00</u>
<b>Sub-Total</b>	<b><u>\$4,060.00</u></b>

Item 2: Geotechnical Engineer & Structural Engineer Coordination & Proposed

Budget:

Principal <u>8</u> hr. @ <u>\$160.00</u>	<u>\$1,280.00</u>
<b>Sub-Total</b>	<b><u>\$1,280.00</u></b>

Item 3: Construction Plans & Specifications:

Principal <u>40</u> hr. @ <u>\$160.00</u>	<u>\$6,400.00</u>
Senior Engineer <u>16</u> hr. @ <u>\$ 135.00</u>	<u>\$2,160.00</u>
Senior CADD/Field Technician <u>24</u> hr. @ <u>\$100.00</u>	<u>\$2,400.00</u>
Secretarial <u>8</u> hr. @ <u>\$ 50.00</u>	<u>\$ 400.00</u>
<b>Sub-Total</b>	<b><u>\$11,360.00</u></b>

Item 4: Schedule of Bid Items:

Principal <u>24</u> hr. @ <u>\$ 160.00</u>	<u>\$3,840.00</u>
Secretarial <u>4</u> hr. @ <u>\$ 50.00</u>	<u>\$ 200.00</u>
<b>Sub-Total</b>	<b><u>\$4,040.00</u></b>

Item 5: Bidding Assistance

Principal <u>24</u> hr. @ <u>\$160.00</u>	<u>\$3,840.00</u>
Senior Engineer <u>8</u> hr. @ <u>\$ 135.00</u>	<u>\$1,080.00</u>
Field Technician <u>8</u> hr. @ <u>\$100.00</u>	<u>\$ 800.00</u>
Secretarial <u>4</u> hr. @ <u>\$ 50.00</u>	<u>\$ 200.00</u>
<b>Sub-Total</b>	<b><u>\$5,920.00</u></b>

\_\_\_\_\_ Int.

Fees to be Paid (Continued)

Direct Expenses: Not to exceed	<u>\$1,000.00</u>
<b>TOTAL NOT TO EXCEED</b>	<b><u>\$27,660.00</u></b>

For hourly “not to exceed” Items 1 through 5, the Consultant shall be paid an hourly rate of \$160 for Principal, \$135 for Engineer, \$100 for Field Technician, \$100 for Sr. CAD Technician, \$50 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including automobile travel, printing, reproduction, postage and courier and will not exceed \$1,000.00.

Major changes which are outside the control of the Consultant, are not included and could cause our billing to exceed this estimate. You will be notified of any changes which we feel are outside the Scope of Services and a fee for the additional work will be negotiated. The fees for additional meetings, travel, presentations, major revisions to the plans, or failed inspections will be based on the hourly rates listed above.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Monthly invoices will itemize task(s) performed, hours spent and participant(s) in accordance with the Phase 2 Scope of Services above. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney’s fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant’s normal hourly billing rates, of the time devoted to such proceeding by its employees.

Pursuant to Section 558.0035 of Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

Mr. Dale Sugerman, Ph.D.  
January 27, 2014 – Page 5  
Revised 02/28/2014

Termination

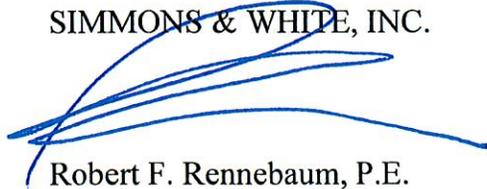
This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under "Items to be Furnished by the Client," returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. (By his signature, the Client certifies that he has sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.  
President

Accepted by:

Town of Lake Park

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

Company/Individual: \_\_\_\_\_

Title: \_\_\_\_\_

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

cc: Addressee