AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 1, 2009,
Immediately following the
Special Call CRA Board Meeting,
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. RESOLUTION(S) - ACCEPTING ELECTION RESULTS

1. RESOLUTION NO. 11-04-09 Accepting the Certified Results of the Election and the Runoff General Election.

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE ELECTION AND THE RUNOFF

GENERAL ELECTION HELD ON MARCH 10, 2009 AND MARCH 24, 2009 RESPECTIVELY FOR THE OFFICE OF COMMISSION SEAT A. Tab 1

G. **SWEAR IN CEREMONY:**

2. Swearing in Ceremony for Commission Seat A conducted by Town Clerk Vivian Lemley Tab 2
3. Swearing in Ceremony for Commission Seat C conducted by Town Clerk Vivian Lemley Tab 3

H. **PROCLAMATION:**

4. Honoring G. Chuck Balius Tab 4

I. **APPOINTMENT OF A VICE-MAYOR**

J. **PUBLIC and OTHER COMMENT**

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

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

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

For Approval:

5. Special Call Commission Meeting of February 25, 2009 Tab 5
6. Lake Shore Drive Public Workshop Meeting Minutes of Feb. 25, 2009 Tab 6
7. Award of Concrete Sidewalk Replacements in Various Locations Throughout the Town Tab 7
8. Award S&F Construction to Replace Doors and Panels on Rear of Commission Chamber, etc. Tab 8
9. Resolution No. 13-04-09 Collective Bargaining Agreement Between the Town of Lake Park and The Federation of Public Employees, A Division of the National Federation of Public and Private Employees, (AFL-CIO) Tab 9
10. Resolution No. 12-04-09 Adoption of Employee Handbook Tab 10
11. Proclamation For Water Conservation Month Tab 11
12. Resolution No. 14-04-09 Authorized Signatories on the Town's Specified Bank Accounts to Conduct Town Business Tab 12
13. Resolution No. 15-04-09 Requesting the State to Provide a Dedicated Funding Source for Commuter Rail Tab 13

M. **PUBLIC HEARING:**

ORDINANCE ON SECOND READING:

14. ORDINANCE NO. 06-2009 Sidewalk Repair

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 72, ENTITLED "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE I; PROVIDING FOR THE CREATION OF NEW CODE SECTION 72-2 REQUIRING PROPERTY OWNERS WHOSE PROPERTY ABUT OR ARE ADJACENT TO SIDEWALKS TO MAINTAIN SIDEWALKS IN A SAFE CONDITION; PROVIDING FOR NEW CODE SECTION 72-3 TO BE ENTITLED "ENFORCEMENT; PROVIDING FOR THE AMENDMENT ARTICLE II, SECTION 72-31 ENTITLED "PERMIT"; PROVIDING FOR THE AMENDMENT OF SECTION 72-32 ENTITLED "REPLACING SUBGRADE AND PAVEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. **Tab 14**

15. ORDINANCE NO. 05-2009 Abandoning of Utility Easement at 612 Federal Highway

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING A PORTION OF A PLATTED FIVE (5) FOOT UTILITY EASEMENT LOCATED ON A PORTION OF 612 FEDERAL HIGHWAY WITHIN THE TOWN OF LAKE PARK, FLORIDA, AND WHICH IS MORE PARTICULARLY DESCRIBED AS A PORTION OF THE FIVE FOOT UTILITY EASEMENT LOCATED ON THE WEST SIDE OF LOTS 29, 30, 31 AND 32, BLOCK 34 AS DEPICTED ON THE PLAT RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR THE RECORDING OF THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. **Tab 15**

ORDINANCE ON FIRST READING(S):

16. Ordinance No. 07-2009 Update Purchasing Procedures for Contracts

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" TO AMEND SECTION 2-243 ENTITLED "REQUIREMENT OF GOOD FAITH"; SECTION 2-245 ENTITLED "DEFINITIONS"; SECTION 2-247 ENTITLED "PROCUREMENT METHODS"; SECTION 2-248 ENTITLED "COMPETITIVE SEALED BID PROCESS"; SECTION 2-249 ENTITLED "COMPETITIVE SEALED PROPOSAL PROCESS"; SECTION 2-250 ENTITLED "ALTERNATIVE SOURCE ELECTION"; AND SECTION 2-252 ENTITLED "PROTESTED SOLICITATIONS AND AWARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. **Tab 16**

N. DISCUSSION AND POSSIBLE ACTION:

17. Volunteer Dinner **Tab 17**

18. Designation of a Voting Delegate and Alternate to the Palm Beach County League of Cities **Tab 18**

O. ADJOURNMENT:

TAB 1

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** **Agenda Item No.** Tab 1

[ ]	PUBLIC HEARING	**[X]**	**RESOLUTION**
[ ]	ORDINANCE ON FIRST READING	[ ]	ORDINANCE ON SECOND READING
[ ]	DISCUSSION	[ ]	BID/RFP AWARD
[ ]	GENERAL APPROVAL OF ITEM	[ ]	CONSENT AGENDA

SUBJECT: **Resolution No. 11-04-09; To Accept the Certified Results of the General Election and Runoff Election.**

RECOMMENDED MOTION/ACTION: **Approval**

Approved by Town Manager _____ **Date:** 3/25/09

Vivian Lemley
Name/Title

3/25/09
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ Funding Source: Acct. #	**Attachments:** **Resolution**
Department Review: [ ] City Attorney_____ [ ] Community Affairs ____ [ ] Community Development__	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Human Resources_____ [ ] Public Works_____ **[X] Town Clerk** YML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background:

RESOLUTION NO. 11-04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 10, 2009 AND THE RUNOFF ELECTION HELD ON MARCH 24, 2009 RESPECTIVELY FOR THE OFFICE OF COMMISSION SEAT A.

WHEREAS, a General Election for the office of Commission Seat A of the Town of Lake Park was held on Tuesday, March 10, 2009; and

WHEREAS, a Runoff Election was held on Tuesday, March 24, 2009; 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 General Election and the Runoff 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 certifies that a total of 467 electors voted and cast ballots in the General Election held on March 10, 2009 as follows:

Commission Seat A:

G. Chuck Balius	150
John M. Lineweaver, Jr.	115
Kendall Rumsey	200

The Commission hereby declares that the two candidates receiving the greatest number of votes who in accordance with the provisions of the Town Charter shall be the subject of a Runoff Election are G. Chuck Balius and Kendall Rumsey.

Section 2. Upon canvass of the Runoff Election as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and certifies that a total of 421 electors voted and cast ballots in the Runoff Election held on March 24, 2009 as follows:

Commission Seat A:

G. Chuck Balius	146
Kendall Rumsey	275

Kendall Rumsey, having received a majority of votes cast, he is hereby declared elected to the Office of Commission Seat A of the Town of Lake Park.

Section 3. The foregoing tabulation of the votes cast is hereby certified as the results of the General and Runoff Elections.

Section 4. The Town Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, 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 5. This Resolution shall take effect immediately upon adoption.

REGISTRATION & TURNOUT
Palm Beach County

Completed Precincts	185 of 185	
Total Registration	202,909	
Precinct Ballots Cast	20,759	10.23%
Precinct ADA Ballots Cast	2	0.00%
Absentee Ballots Cast	4,209	2.07%
Early Voting Ballots Cast	0	0.00%
Early Voting ADA Ballots Cast	0	0.00%
Provisional Ballots Cast	41	0.02%
Total Ballots Cast	25,011	12.33%

Seat C-BELLE GLADE

Completed Precincts	7 of 7	
Under Votes:	12	
Over Votes:	4	
NP - William A. Grear, Jr.	813	55.84%
NP - Mary S. Kendall	643	44.16%

Seat D-BELLE GLADE

Completed Precincts	7 of 7	
Under Votes:	26	
Over Votes:	2	
NP - Richard Harris	291	20.15%
NP - Mary Ross Wilkerson	1,153	79.85%

City Council 2Yr - C - BOCA RATON(M)

Completed Precincts	47 of 47	
Under Votes:	175	
Over Votes:	3	
NP - Constance Scott	3,544	55.81%
NP - Mitch Fogel	2,806	44.19%

City Council 2Yr - D - BOCA RATON(M)

Completed Precincts	47 of 47	
Under Votes:	137	
Over Votes:	0	
NP - M. J. Mike Arts	2,979	46.61%
NP - Anthony Majness	3,412	53.39%

Mayor - Seat #5 - DELRAY BEACH

Completed Precincts	45 of 45	
Under Votes:	61	
Over Votes:	3	
NP - Chuck Halberg	2,220	42.96%
NP - Woodie McDuffie	2,947	57.04%

Comm Member Seat 1 2Yr - DELRAY BEACH(M)

Completed Precincts	45 of 45	
Under Votes:	125	
Over Votes:	0	
NP - Gary P. Eliopoulos	3,128	61.26%
NP - Shelly Petrolia	1,978	38.74%

Comm Member Seat 3 2Yr - DELRAY BEACH(M)

Completed Precincts	45 of 45	
Under Votes:	161	
Over Votes:	0	
NP - Joe Ferrer	2,200	43.39%
NP - Adam Frankel	2,870	56.61%

Mayor - GREENACRES(4)(M)

Completed Precincts	17 of 17	
Under Votes:	21	
Over Votes:	1	
NP - Samuel J. Ferreri	1,078	72.40%

Mayor - GREENACRES(4)(M)

Completed Precincts	17 of 17	
Under Votes:	21	
Over Votes:	1	
NP - Jonathan Pearce	411	27.60%

Council Dist I - GREENACRES(1)(M)

Completed Precincts	17 of 17	
Under Votes:	74	
Over Votes:	0	
NP - Richard J. Gallant	531	36.95%
NP - Richard Radcliffe	906	63.05%

Council Dist V - GREENACRES(1)(M)

Completed Precincts	17 of 17	
Under Votes:	109	
Over Votes:	0	
NP - Betty Anne Litowsky	666	47.50%
NP - Norman Rose	736	52.50%

Council Seat #4 - GLEN RIDGE(4)(M)

Completed Precincts	2 of 2	
Under Votes:	2	
Over Votes:	0	
NP - Susan George	47	72.31%
NP - Jeff Viselli	18	27.69%

Council Seat #5 - GLEN RIDGE(4)(M)

Completed Precincts	2 of 2	
Under Votes:	0	
Over Votes:	0	
NP - Michael Jawdy	49	73.13%
NP - Frank Venable	18	26.87%

Vice Mayor - HIGHLAND BEACH(2)(M)

Completed Precincts	3 of 3	
Under Votes:	10	
Over Votes:	1	
NP - Harold R. Hagelmann	307	32.42%
NP - Miriam S. Zwick	640	67.58%

Comm'r 3Yr - HIGHLAND BEACH(M)

Completed Precincts	3 of 3	
Under Votes:	16	
Over Votes:	0	
NP - John J. Pagliaro	403	42.78%
NP - Dennis J. Sheridan	348	36.94%
NP - Louis P. Stern	191	20.28%

Council Seat 5 2Yr - HAVERHILL(M)

Completed Precincts	4 of 4	
Under Votes:	0	
Over Votes:	0	
NP - Lawrence Gordon	64	40.51%
NP - Mark C. Uptegraph	94	59.49%

Haverhill Question

Completed Precincts	4 of 4	
Under Votes:	9	
Over Votes:	0	
NP - YES	103	69.13%
NP - NO	46	30.87%

Town Council - HYPOLUXO(2)(M)

Number to Vote For: 2

Completed Precincts	3 of 3	
Under Votes:	56	
Over Votes:	0	
NP - William J. Smith	110	28.80%
NP - David M. Karpinia	82	21.47%
NP - Richard E. "Dick" Lopez	88	23.04%
NP - Richard J. Roney	102	26.70%

Seat Three-JUNO BEACH

Completed Precincts	5 of 5	
Under Votes:	4	
Over Votes:	1	
NP - Ellen Andel	341	58.29%
NP - Donald E. Cummings	98	16.75%
NP - Donald A. Felicella	146	24.96%

Mayor - Group No. 5 - LANTANA

Completed Precincts	5 of 5	
Under Votes:	0	
Over Votes:	0	
NP - David J. Stewart	772	92.01%
NP - Caneste Succe	67	7.99%

Councilmember Group 1 - LAKE CLARKE SHORES(2)(M)

Completed Precincts	1 of 1	
Under Votes:	0	
Over Votes:	0	
NP - Gregory Freebold	252	84.00%
NP - David Keir	48	16.00%

Council Seat #1 - LOXAHATCHEE GROVES(4)(M)

Completed Precincts	1 of 1	
Under Votes:	4	
Over Votes:	0	
NP - Ronald Dale Jarriel	451	65.36%
NP - Ilene Rindom	239	34.64%

Council Seat #3 - LOXAHATCHEE GROVES(4)(M)

Completed Precincts	1 of 1	
Under Votes:	5	
Over Votes:	0	
NP - Marge Herzog	269	39.04%
NP - Ryan Liang	420	60.96%

Comm'r Grp A - LAKE PARK(2)(M)

Completed Precincts	6 of 6	
Under Votes:	2	
Over Votes:	0	
NP - G. Chuck Balius	150	32.26%
NP - John M. Lineweaver, Jr.	115	24.73%
NP - Kendall Rumsey	200	43.01%

Lake Park Question

Completed Precincts	6 of 6	
Under Votes:	30	
Over Votes:	0	
NP - YES FOR AUTHORITY TO GRANT	340	77.80%
NP - NO AGAINST AUTHORITY TO GRANT	97	22.20%

City Comm Group I - CITY OF PAHOKEE(1)(M)

Completed Precincts	2 of 2	
Under Votes:	0	
Over Votes:	0	
NP - Keith W. Babb, Jr.	258	72.47%
NP - Nicholas Alexander Larsen	98	27.53%

Mayor - RIVIERA BEACH(4)(M)

Completed Precincts	16 of 16	
Under Votes:	47	
Over Votes:	1	
NP - Lonnie J. Lovett	589	15.26%
NP - Thomas Masters	1,650	42.75%
NP - Fercella "Fercie" Panier	888	23.01%
NP - Tamar Reno	733	18.99%

Council Dist 1 - RIVIERA BEACH(1)(M)

Completed Precincts	16 of 16	
Under Votes:	130	
Over Votes:	1	
NP - Billie Brooks	2,004	53.06%
NP - Lynne L. Hubbard	1,773	46.94%

Council Dist 3 - RIVIERA BEACH(1)(M)

Completed Precincts	16 of 16	
Under Votes:	113	
Over Votes:	0	
NP - Cedrick Thomas	2,102	55.39%
NP - Steve White	1,693	44.61%

Council Dist 5 - RIVIERA BEACH(1)(M)

Completed Precincts	16 of 16	
Under Votes:	75	
Over Votes:	0	
NP - Gary Brannen	512	13.36%
NP - Ann Iles	1,206	31.46%
NP - Shelby L. Lowe	2,115	55.18%

Group #2 ROYAL PALM BEACH

Completed Precincts	19 of 19	
Under Votes:	2	
Over Votes:	0	
NP - Demian Saenz	112	16.57%
NP - Martha Webster	564	83.43%

Group ONE-SOUTH BAY(4)(M)

Completed Precincts	1 of 1	
Under Votes:	11	
Over Votes:	0	
NP - Esther E. Berry	221	50.57%
NP - Taranza L. McKelvin	216	49.43%

Group TWO-SOUTH BAY(4)(M)

Completed Precincts	1 of 1	
Under Votes:	9	
Over Votes:	0	
NP - Dorothy J. Davis	176	40.09%
NP - Shirley M. Walker-Turner	263	59.91%

Group THREE-SOUTH BAY(4)(M)

Completed Precincts	1 of 1	
Under Votes:	6	
Over Votes:	0	
NP - Barbara King Pittrell	162	36.65%
NP - John E. Wilson	280	63.35%

Mayor - SOUTH PALM BEACH(4)(M)

Completed Precincts	1 of 1	
Under Votes:	6	
Over Votes:	0	
NP - Murray Fox	210	36.14%
NP - Marty Millar	371	63.86%

Town Council - SOUTH PALM BEACH(2)(M)

Number to Vote For: 2

Completed Precincts	1 of 1	
Under Votes:	204	
Over Votes:	0	
NP - Richard Akin	181	18.66%
NP - Don Clayman	346	35.67%
NP - Richard Klein	214	22.06%
NP - Brian Merbler	229	23.61%

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS,
HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
OF THE RECORDS ON FILE IN THIS OFFICE.
WITNESS MY HAND AND SEAL, THIS 12th DAY OF
March, 2009.

SUSAN BUCHER
SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY, FLORIDA
BY: Shannon Kelly
Chief Deputy

MAR-27-2009 10:04 SUPERVISOR OF ELECTIONS 561 656 6220 P.01

REGISTRATION & TURNOUT
Palm Beach County

Completed Precincts	22 of 22	
Total Registration	26,062	
Precinct Ballots Cast	3,434	13.18%
Precinct ADA Ballots Cast	0	0.00%
Absentee Ballots Cast	724	2.78%
Early Voting Ballots Cast	0	0.00%
Early Voting ADA Ballots Cast	0	0.00%
Provisional Ballots Cast	7	0.03%
Total Ballots Cast	4,165	15.98%

Comm'r Grp A - LAKE PARK

Completed Precincts	6 of 6	
Under Votes:	0	
Over Votes:	0	
NP - G. Chuck Balius	146	34.68%
NP - Kendall Rumsey	275	65.32%

Mayor - RIVIERA BEACH

Completed Precincts	16 of 16	
Under Votes:	8	
Over Votes:	0	
NP - Thomas Masters	2,035	54.47%
NP - Fercella 'Fercie' Panler	1,701	45.53%

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORDS ON FILE IN THIS OFFICE.
WITNESS MY HAND AND SEAL, THIS 27th DAY OF March, 2009.

SUSAN BUCHER
SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY, FLORIDA
BY: Charmaine Kelly
Chief Deputy

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** **Agenda Item No.** Tab 2

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON SECOND READING [ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[X] Other: Swearing In Ceremony Oath of Office

SUBJECT: **Commissioner Oaths for Seat A and Seat C**

RECOMMENDED MOTION/ACTION:

Approved by Town Manager _____ **Date:** 3/25/09

Vivian Lemley
Name/Title

3/25/09
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ Funding Source: Acct. #	**Attachments:** **Oaths of Office for Commission Seat A & C**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **n/a** **Please initial one.**

Summary Explanation/Background:

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, ***Kendall Rumsey***, 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 Commissioner Seat A, 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.

_____
Kendall Rumsey

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this 1st day of April, 2009, by, who is personally known to me and who has taken the oath (above).

_____
Vivian Mendez Lemley
Notary Public, State of Florida
Commission No. DD 844419

My commission expires: February 24, 2013

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** **Agenda Item No.** Tab 3

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON SECOND READING [ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[X] Other: Swearing In Ceremony Oath of Office

SUBJECT: **Commissioner Oaths for Seat A and Seat C**

RECOMMENDED MOTION/ACTION:

Approved by Town Manager _____ **Date:** 3/25/09

Vivian Lemley
Name/Title

3/25/09
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ Funding Source: Acct. #	**Attachments:** **Oaths of Office for Commission Seat A & C**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **n/a** **Please initial one.**

Summary Explanation/Background:

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, ***Patricia Osterman***, 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 Commissioner Seat C, 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.

Patricia Osterman

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this 1st day of April, 2009, by, who is personally known to me and who has taken the oath (above).

Vivian Mendez Lemley
Notary Public, State of Florida
Commission No. DD 844419

My commission expires: February 24, 2013

Proclamation

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 4

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[x] Other: Proclamation

SUBJECT: Proclamation in Honor of Commissioner G. Chuck Balius

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager M. Davis **Date:** 3/25/09

Name/Title

Date of Actual Submittal

Originating Department: Human Resources	Costs: $ -0- Funding Source: Acct. #	**Attachments:** **Copy of Proclamation**
Department Review: [ ] Community Affairs ____ [ ] Community Development__ [ ] Finance _____	[ ] Fire Dept _____ [ ] Human Resources_____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Public Works_____ [ ] Town Attorney_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background:

Consent Agenda

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 5

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[X] CONSENT AGENDA

[ ] Other:

SUBJECT: Special Call Commission Meeting Minutes of February 25, 2009.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Special Call Commission Meeting of February 25, 2009.

Approved by Town Manager _____ **Date:** 3/25/09

Deputy Clerk

3/17/09
Date of Actual Submittal

Originating Department: Town Clerk	Costs: $ N/A Funding Source: Acct. #	**Attachments:**
Department Review: [ ] City Attorney [ ] Community Affairs ____ [ ] Community Development	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [x] Town Clerk VMC [ ] Town Manager _____
Advertised: Date: _____ Paper:___ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case__x_____: Please initial one.

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
February 25, 2009 6:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, February 25, 2009 at 6:35 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Clerk Vivian Lemley, and Town Manager Maria Davis. Attorney Thomas Baird was absent.

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

The Mayor thanked everyone for attending the meeting and began the public comment portion of the meeting.

PUBLIC COMMENT

Anna Tanguay, 302 Lake Shore Dr. – asked why the Marina's security services came up for bid when the Marina's security service provider has been there for three years. She also asked why the Town does not give smaller businesses within the Town an opportunity to bid.

Mayor DuBois stated that bids have time periods and by law certain services have to be put out for bid. She stated that the contract was not a permanent contract so when the time limit was reached, the service was put out for bid. She stated that bids are open to everyone including those within the Town.

Commissioner Balius stated that security contracts are normally for a term of one year with two renewals. The renewals for the current marina security contract had expired. The bids are advertised in the Palm Beach Post.

Vice-Mayor Daly stated that the current marina security contract was renewed for one year but it was not brought back to the Commission for another renewal.

Town Manager Maria Davis stated that the current Marina security services contract was an annual contract with the option to renew.

Vice-Mayor Daly stated that he was trying to get the Commission to bid out all of the Town's contracts.

Commissioner Balius explained that the Marina security services contract was for three years and normally the contract would be renewed, but instead it went out for bid. He explained that the first set of bids were thrown out and were just rebid.

Vice-Mayor Daly stated that there was only one bid to choose from for the Marina security services contract.

Town Manager Maria Davis stated that the bidding process was done legally.

Vice-Mayor Daly stated that there was only one bid to choose from and in the future he would like to see at least three bids to choose from. He stated he did not want to see Town Manager Davis give contracts to attorneys and businesses in Miami. He recommended hiring local people for employment with the Town.

Town Manager Davis stated that Vice-Mayor Daly has approved everything she has done.

Vice-Mayor Daly stated that he has approved everything because the Commission was a rubber stamp Commission and everything that was put before them gets approved.

Commissioner Osterman stated that the Commission has discussed Vice-Mayor Daly's desire for all projects and services to be bid. She stated that the Commission had agreed that there were situations in which it was prudent to go out to bid and in certain situations; it was not. She stated that the decisions made were group decisions and she did not see respect coming from Vice-Mayor Daly in this area. She stated that she would not expect the Commission or staff to follow her directives only and that was why the Commission made decisions as a group otherwise it would be a dictatorship.

Commissioner Balius explained how Town Manager Maria Davis had piggybacked contracts and the process that was involved in doing that.

Ms. Tanguay stated that she was a state licensed building contractor in the Town of Lake Park and she would just like the opportunity to work in her own home.

Commissioner Balius stated that the Town does give preference to bids from companies in Lake Park.

Ms Tanguay stated that she was concerned that the Marina Security Services contract was being shipped out of state.

Commissioner Balius stated that the bid was properly advertised in the Palm Beach Post.

Mr. Robert Wummer, 110 Shore Dr. Riviera Beach, FL - stated that he had provided security to the Marina for two years and was then extended an additional year. He stated that he and his brother walk the marina every night with a guard dog and there had never been a break in. He stated that six businesses bid on the contract the first time and because of the confusion regarding a letter that was placed in the bid it was sent out for rebid. The six people were not notified as to whether or not the bid was awarded. Two people then bid on the new bid. He expressed his concerns regarding the way the contract went back out for bid and how the bidders were not notified.

Commissioner Osterman stated that the marina had a tenant who ended their lease because of negative interactions with a guard at the marina and that it was not the first or only complaint that they received.

Mayor DuBois addressed the audience and expressed that she could tell that there was a lot of

emotion in the meeting. She apologized for the way the meeting started and in no way did she mean any disrespect but she did not find it helpful no matter what someone's position is, to overrun the parameters of a meeting. She stated that there would never be a time where she would disrespect anyone. She stated that the mistake she made was not handing the gavel to Vice-Mayor Daly.

Vice-Mayor Daly stated that during a meeting once someone has the floor and is speaking there should not be any interference.

Charles Kinnersley 301 Lake Shore Dr. – stated that he had a problem with Mr. Robert Wummer's security being thrown out of the neighborhood. He stated that he was a retired police officer who has lived in the neighborhood for 12 years. He stated that Mr. Wummer is out at the marina every night with the guard dog. He stated that he had seen the crime reduced since Mr. Wummer began his security services at the Marina. He stated that he did not understand why the Town would want to remove a company that had worked very well. He expressed his concerns with the way the Commission Meeting started.

Commissioner Balius stated that Mr. Robert Wummer had the opportunity to appeal and he did not appeal.

Mr. Kinnersley stated that Mr. Robert Wummer still had time to appeal the decision on the bid.

Commissioner Balius stated that Mr. Robert Wummer was not able to appeal the decision.

Joseph Black 314 Invest Way #103, Palm Beach Shores, FL – stated that he had spoken to a tenant at the marina who was bragging that he had gotten Rob (Robbie) fired from the Marina. He stated that Rob (Robbie) was fabulous and always knew what was going on at the Marina. He stated that the Marina was a great facility and the security with Rob (Robbie) was top notch.

Mike Evernham, 402 Lake Shore Dr. Bldg.1 – stated that Robert Wummer has done a fantastic job securing the Marina. He stated that he was not friends with Mr. Wummer or anyone else who works at the Marina but in his observations he had seen that Mr. Wummer had done a wonderful job. He recommended that the Town have a contact person at Town Hall to help business owners in the Town get contracts with the Town.

Vice-Mayor Daly stated that all of the higher paid employees in the Town are not residents in the Town.

Commissioner Balius stated that there was a contact person in the Town's Community Development Department who informs business owners about contracts.

Vice-Mayor Daly stated that he was very upset that there was a Commissioner who would cost money to the Town by not going out to bid on projects. He stated that the Town saved $80,000 on the seawall project at Lake Shore Park by going out to bid.

Mayor DuBois stated that the meeting was dealing specifically with the Marina Security Bid and not previous bids.

Joanne Doll, 801 Lake Shore Dr. – stated that she came to the meeting for the discussion on the

Joanne Doll, 801 Lake Shore Dr. – stated that she came to the meeting for the discussion on the Lake Shore Dr. Project and was not aware of the Marina Security Bid. She stated that Mr. Wummer did not take his full three minutes to address the issue. She asked if Commissioner Osterman had made Mr. Wummer aware of the issues at the Marina.

Commissioner Osterman responded and stated that Mr. Wummer had been made aware.

Ms. Doll stated that she would like to see the issue of the Marina Security Bid resolved in a timely matter so that the Public Workshop on Lake Shore Dr. could begin and that those people who came for the workshop would get an opportunity to speak.

Stephen Hall, 302 Lake Shore Dr. – stated that the security at the Marina and in his neighborhood was infallible. He walks around the Marina at night and has noticed that the security was phenomenal. He recommended that the Town review their bidding process.

Christine Keegan, 151 Shore Dr. – stated that cheaper was not always better and that she disagreed with the Town allowing bidders outside of Lake Park. Mr. Wummer had done a good job and deserves to continue providing security to the Marina. She stated that she did not understand why the bids went out when they were satisfied with the service that was being provided.

Commissioner Balius stated that the security services went out for bid because a Commissioner said it had to.

Ms. Keegan stated that the Commission should not base their decisions on hearsay.

Discussion ensued between Ms. Keegan and the Commissioners regarding the Marina Security Bid.

Commissioner Balius made a motion to postpone the Lake Shore Dr. Project Public Workshop to a later.

Motion failed for lack of a second.

Karen Young 126 Lake Shore Dr. – stated that she had not encountered any problems since Mr. Wummer has provided security to the Marina. She stated that Mr. Wummer was always out patrolling the community with his dogs. She recommended keeping Mr. Robert Wummer's company for security services at the Marina.

<u>Discussion and Possible Action</u>
Award Marina Security Services Contract

Motion: A motion was made by Commissioner Osterman to postpone the Marina Security Services Bid Award to the next Commission Meeting of March 18, 2009; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other

Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois recommended that Mr. Robert Wummer address any other issues that he may have with the Commission and Town staff before the next Commission Meeting of March 18, 2009.

Mr. Robert Wummer – stated that if he was not wanted at the Marina he would leave. He stated that the Town was required to give him seven days notice whereas the Commission was terminating his contract that night and awarding the Marina Security Services Bid to another company. He discussed a prior incident between a boat captain at the Marina and Mr. Jim Lloyd. He explained the incident and stated that Mr. Lloyd was making false accusations regarding the incident to Town Manager Maria Davis.

Commissioner Osterman stated that she would like to speak with Mr. Robert Wummer before the next Commission Meeting because she had ethical concerns with the last bid.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:30 p.m.

_____
Mayor DuBois

_____
Deputy Clerk Jessica Shepherd

_____
Town Clerk Vivian Mendez Lemley

Town Seal

Approved on this ___ of _____. 2009.

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 6

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[X] CONSENT AGENDA

[ ] Other:

SUBJECT: Minutes of the Public Workshop re: Lake Shore Dr. on February 25, 2009.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Public Workshop re: Lake Shore Dr. on February 25, 2009.

Approved by Town Manager _____ **Date:** 3/25/09

Deputy Clerk

3/25/09
Date of Actual Submittal

Originating Department: Town Clerk	Costs: $ N/A Funding Source: Acct. #	**Attachments:**
Department Review: [ ] City Attorney [ ] Community Affairs ____ [ ] Community Development	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [x] Town Clerk VMC [ ] Town Manager _____
Advertised: Date: _____ Paper:___ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case__x_____: Please initial one.

Summary Explanation/Background:

Town of Lake Park

Public Workshop re: Lake Shore Dr.
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, February 25, 2009 7:40 p.m.

The Town Commission met for the purpose of a Public Workshop on Wednesday, February 25, 2009 at 7:40 p.m., Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, and Town Clerk Vivian Lemley.

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

DISCUSSION:

Possible Closure of Lake Shore Drive between Greenbriar and Foresteria Drive to Tie Kelsey and Lake Shore Parks Together

John Downs, Consultant Engineer with Calvin, Giordano, & Associates introduced himself and gave a PowerPoint presentation (see Exhibit "A") regarding Lake Shore Drive improvements. He showed a picture of Lake Shore Drive as it exists today. He explained that they propose to raise Lake Shore Drive approximately one foot and to add an exfiltration trench to the project. He stated that one option was to close Lake Shore Drive from Foresteria Drive south to Greenbriar on the north which would expand the park to make it one large park that extends from U.S. Highway One to the Intracoastal. He stated that he was explaining the options and that ultimately the residents would be making the final decisions. He showed a map (see Exhibit "B") of the proposed park.

Mr. Downs explained the drainage aspects of the proposed project which would include an exfiltration trench and pump station. The pump station would be used to take all of the water from the current Lake Shore Dr. drainage system and pump it into the exfiltration trench system which would ultimately allow it to go to a future outfall. The future outfall would not be built with the proposed project. It would be a future outfall for future drainage improvements in Lake Park. One of the existing outfalls would be used. He explained that the second alternative would be to have a raised pedestrian crosswalk to assist in slowing traffic down on Lake Shore Dr.

PUBLIC COMMENT OPEN:

A woman from the audience asked what the proposal would be for parking.

Mr. Downs explained that with the first option they would remove the existing parking lot that is currently facing Lake Shore Dr. He stated that the other existing parking lots would remain.

The woman stated that there would need to be additional parking and additional parking on the south side of the park.

Mr. Downs thanked her for her input and stated that the purpose of the workshop was to hear ideas and input from the residents.

Bill Hall, 401 Lake Shore Dr. – stated that residents were not pleased with closing off Lake Shore Dr. between the two parks. Closing off the road would send more traffic onto U.S. Highway One. He stated that the drainage in front of his building was non-existent and was very interested in what they proposed for drainage solutions.

Mr. Downs stated that they proposed to modify the drainage from Palmetto Drive to the north down to north of the Marina. He stated that he was not going to promise that water would never been seen on the road again because the area was heavily influenced by tidal fluctuations. The road could be raised as much as possible and promised that they would do the maximum amount possible to improve the drainage.

Bob Sheldon, 501 Lake Shore Dr. – stated that most residents want to retain Lake Shore Dr. He explained the various reasons it would be difficult to get around to U.S. Highway One should the road be closed.

Vice-Mayor Daly stated that there was a proposal to redevelop the area to the south which would keep the residents in buildings 301, 401 and 501 on Lake Shore Dr. from accessing Silver Beach Rd.

A woman asked if a traffic light could be placed at Date Palm Rd. and U.S. Highway One.

Mr. Downs stated that they would have to request permission from the state to install traffic lights.

Louanne Zieman, 810 Lake Shore Dr. – stated that she comes out to Lake Shore Dr. and goes south onto Silver Beach Rd. every day on her way to work. She stated it would be a nightmare for her to get out if Lake Shore Dr. were closed off.

Lynn Spriano, 801 Lake Shore Dr. – stated that the park would look more attractive if Lake Shore Dr. was closed. She stated that she did not see an issue with the traffic and there were other ways to get onto U.S. Highway One.

A man stated that he has lived at 801 Lake Shore Dr. for fourteen years and has seen the water come up over the road which made it hard to get out (but has only seen that happen twice a year). He stated that the improvements made to the park were beautiful and a tremendous improvement but he did not want a parking lot hedged up to the 801 building. He discussed the drainage issues and stated that he did not understand why they proposed to raise the road and implement a pump station.

Mr. Downs stated that they were proposing to raise the roadway a maximum of one foot to bring the roadway up out of the water table.

The gentleman asked what would be next to the 801 building.

Mr. Downs explained that there would be a small pump station which was basically a large manhole with two pumps.

Town Manager Maria Davis stated that the drawing was misleading as to where the proposed

trench would be. She explained that the trench would be underground.

Mr. Downs explained that the area was an exfiltration trench field which would have eight chambers running east and west with gravel on top. The pipes would be underground.

Stan Robin, 501 Lake Shore Dr. – stated that it was clear that the proposal was to improve drainage which he greatly appreciated, but he had questions regarding the closure of Lake Shore Dr. He stated that there were no studies to review what the benefits would be from closing Lake Shore Dr. besides the drainage improvements. He stated that the benefits and or issues with access to U.S. Highway One, the width of streets, the flow of traffic, the installation of traffic lights, and the timing of traffic lights.

Tom Pfeiffer, 801 Lake Shore Dr. - stated that he was a civil engineer and also a lifelong planner with the Army Corps of Engineers. He asked if Mr. Downs could explain the linkage between the drainage and rearranging the parking situation other than for the park improvements. He stated that he was very pleased with the park improvements thus far.

Mr. Downs explained that the parking lot as shown was primarily conceptual. Should the decision be made to close Lake Shore Dr. there would be an issue of no access to the existing parking lot that serves the tennis courts.

A man asked what the difference would be to the drainage by closing Lake Shore Dr.

Mr. Downs explained that the initial proposal to close Lake Shore Dr. was for beautification purposes. The project was initially brought to him as a drainage issue on Lake Shore Dr. He suggested the closing of Lake Shore Dr. as an improvement to the two parks by making into one beautiful park.

Tiffany, 510 Lake Shore Dr. - stated that she was not in favor of closing Lake Shore Dr. She uses Lake Shore Dr. every day to go to Northlake Blvd. in order to go to Florida Atlantic University. She does not like to go out onto U.S. Highway One because there was a heavy flow of traffic.

Stephen Hall, Vista Marina – stated that he understood people's objections to closing Lake Shore Dr. because of the inconvenience of getting onto U.S. Highway One. His concern was that Cypress Dr. was being used as a thoroughfare to Silver Beach Rd., which was not the intention of that street. It was used to tie in parking and beautify the Marina. He asked how this road could be used as a thoroughfare since it was not designed to be so.

Jerry Hall, Vista Marina - stated that she lived in a 10 unit condominium and she assumed that many of those residents present lived in the high rise condominiums. She suggested that they watch the traffic from their condo for two hours and they would be amazed to see the amount of traffic that uses Cypress Drive as a cut through to Silver Beach Rd.

Phil Wiard, 501 Lake Shore Dr. – stated that he was against the closing of Lake Shore Drive and has not seen any accidents or issues related to the traffic on Lake Shore Drive. He stated that the Town has been fortunate and not had many crime issues with the park. He stated there was easy access to the park for the police and he was concerned that closing the road would keep the deputies on U.S. Highway One instead of driving through to check on the park. He stated there

was a drainage problem and there was a manhole at Foresteria Drive and Lake Shore Drive and a tile culvert that runs out to the Intracoastal.

Mr. Downs agreed and showed Mr. Wiard where the other existing outfall was located on the map.

Mr. Wiard asked if it were possible to get the problem water that lies along the swales to the outfalls and use the existing outfalls to bring it out to the Intracoastal.

Mr. Downs explained the proposed project would use the existing outfalls to also improve the water getting out to the lagoon.

Mr. Wiard recommended keeping Lake Shore Drive open and pumping the drainage water out into the Intracoastal.

Carl, 510 Lake Shore Dr. – stated that blocking Lake Shore Drive would be dangerous during an evacuation.

Gentleman, 801 Lake Shore Dr. - asked if Park Avenue would be brought to the lake.

Mr. Downs explained that there would be a vista from Park Avenue looking east through the park.

Unidentified man - approached the projector screen and asked Mr. Downs what the traffic count on Lake Shore Drive was going in both directions.

Mr. Downs stated that he did not have the traffic counts with him.

The man asked what the width of the road was not including the parking spaces.

Mr. Downs stated that he did not have the measurements with him.

The gentleman asked Mr. Downs if a fire truck could fit through the roadway.

Mr. Downs stated that a fire truck could fit through the roads around Lake Shore Park.

The gentleman stated that the road would need to be a three or four lane road in order for fire trucks and ambulances to gain access.

Discussion ensued between the gentleman and Mr. Downs regarding road access around Lake Shore Drive and other surrounding areas.

Joanne Doll – stated that the audience and speakers needed to give Mr. Down's respect while giving his presentation. She stated that fire rescue has come to her house often and there hasn't been any problems for them gaining access. She stated that she did not want Lake Shore Drive closed.

Bob Fave, 801 Lake Shore Dr. - stated that he has resided in Lake Park for 37 years. He stated that he saw an improvement in the traffic when the Town closed the road at the barrier of Riviera

Beach and Lake Park that has restricted traffic tremendously and he praised the Commission for their decision to do that. He asked if the road would be closed permanently even if the improvements are made and leave Lake Shore Drive open. He stated that if not, residents from Singer Island would use Lake Shore Drive as an interstate and would cause a large traffic flow. He discussed the traffic issues and the questions and concerns brought up about traffic during the workshop.

Mr. Downs stated that he was not aware of any project on the board relative to south of their south limit which was the north property line of the Marina. He stated that the barrier on Silver Beach Road was not a project that he was currently working on.

Vice-Mayor Daly stated that there was a proposal to redevelop the Silver Beach Road area that Mr. Fave was referring to.

Discussion ensued between Mr. Fave and Vice-Mayor Daly regarding the proposed project for Silver Beach Rd.

Bob Brown, Columbus, Ohio – stated that he would be moving to 801 Lake Shore Drive in the future. He stated that the audience was unclear about the proposed pump station and drainage improvements. He asked Mr. Down's to clarify the drainage improvements.

Mr. Down's explained that the pump station would be a large manhole with some auxillary electric panels that would be hidden behind landscaping. The drainage field would look the same as it does today. There are a lot of shopping centers which use exfiltration systems under their parking lots. The exfiltration system would not be visible.

Unidentified woman - recapped the two proposals that were presented and stated that the majority of the audience wanted to keep Lake Shore Drive open.

Public Comment Closed

ADJOURNMENT

There being no further business to come before the Commission the workshop adjourned at 9:00 p.m.

_____
Mayor DuBois

_____
Jessica Shepherd, Deputy Clerk

_____
Town Clerk Vivian Lemley

(Town Seal)

Approved on this _____ day of _____, 2009

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 7

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[X] CONSENT AGENDA

[ ] Other:

SUBJECT: Award of Concrete Sidewalk Replacement in Various Locations Throughout the Town

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager _____ **Date:** 3/25/09

Name/Title

Date of Actual Submittal

Originating Department: **Town Manager**	**Costs: $10,037.21** **Funding Source: Sidewalk Replacement Line Item** Acct. #	**Attachments:** Bid Summary Sheet and Letter Quotes
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: Staff requested letter quotes from four companies for the removal and replacement of 1904.57 linear feet of a 4" and 6" deteriorated concrete sidewalk in various locations. The lowest bidder is Hatcher Construction, which is the contractor who holds the

concrete contract for the Palm Beach County School Board. Copies of the written quote summary sheet and proposals are attached.

RECEIVED

MAR 17 2009

Town Of Lake Park
Office Of Town Manager

REQUEST FOR WRITTEN QUOTE
TOWN OF LAKE PARK, FLORIDA

Date 3/17/09 Awarded to HATCHER CONST.

Description of Work REPLACEMENT OF CITY SIDEWALKS

Bidder HATCHER CONST.
Phone # 561-330-2621
Amount $10,037.21

Bidder AMERICAN CONCRETE
Phone # 561-840-8884
Amount $11,815.45

Bidder ORF CONCRETE
Phone # 561-547-4608
Amount $13,522.45

Bidder SAVAGE CONCRETE
Phone # 561-262-4454
Amount $18,050

To:	*The School District of Palm Beach County* *3300 Forest Hill Blvd. W.P.B., FL*	*Job Location:*	*The Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403*

Concrete Contract 09C-10K

Item No.	Description	Quantity	Unit Price	Methods	Total Amt
	Flatwork				
A	Excavate and Stockpile		$ 1.18	cy	$ -
B	Fine Grade	1635	$ 0.60	sf	$ 981.00
C	Concrete 2500 PSI Reg Finish and Place	31	$ 90.00	cy	$ 2,790.00
D	Light Broom Finish	1635	$ 0.40	sf	$ 654.00
E	6x6, 10/10 W.W.F. Furnish and Place	1635	$ 0.30	sf	$ 490.50
F	Formwork, 4" thick	167	$ 1.00	lf	$ 167.00
G	Formwork, 6" thick	152	$ 1.00	lf	$ 152.00
H	Concrete, each 500 PSI increase over 2500 PSI		$ 3.00	cy	$ -
I	Concrete, increase for pump mix		$ 10.00	cy	$ -
J	Pump, Concrete for Placing Pump Mix		$ 75.00	hr	$ -
		Flatwork Sub-Total:			$ 5,234.50
	Curb and Gutter				
A	Curb and Gutter, Type "A" Mountable, Furnish & Install		$ 35.00	lf	$ -
B	Curb and Gutter, Type "F" Furnish and Install		$ 30.00	lf	$ -
C	Header Curb, Type "C", Furnish and Install		$ 21.00	sf	$ -
		Curb and Gutter Sub Total:			$ -
	Additional Information:				
1	Remove & Dispose Concrete Sidewalk	1635	$ 1.75	cy	$ 2,861.25
2	Stump Grid	2	$ 200.00	cy	$ 400.00
3	Hourly Labor Rate	65	$ 26.00	hr	$ 1,690.00

Sub-Total of Addt'l Items	$ 4,951.25
[redacted]	$148.54
Total of Addt'l Items	$ 4,802.71
Estimate Total:	$ 10,037.21

Hatcher Construction & Development, Inc.

~Building Satisfaction from the Blueprints of Your Dreams~

AMERICAN CONCRETE ENTERPRISE, INC
1020 POWELL DR.
RIVIERA BEACH, 33404

Estimate

DATE
3/3/2009

NAME / ADDRESS
THE TOWN OF LAKE PARK 650 OLD DIXIE HWY LAKE PARK, FL 33403 ATTN: HOWARD BUTTS

TERMS	PROJECT

ITEM	DESCRIPTION	QTY	COST	TOTAL
	REMOVE AND REPLACE VARIOUS SECTIONS OF CONCRETE WALKS/APRONS. THE BELOW PRICING INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT NEEDED TO REMOVE, DISPOSE OF, FORM, POUR AND REASONABLY PROTECT CONCRETE. ALL REMEDIAL CLEANUP BY AMERICAN CONCRETE ENT.. ROOT REMOVAL TO REPLACE CONCRETE TO CORRECT ELEVATION.			
CITYWALK	6" CITYWALK ON NEWMAN SQ FT	686.65	6.70	4,600.36
CITYWALK	4" CITYWALK ON NEWMAN SQ FT	300.6	5.70	1,713.42
CITYWALK	6" CITYWALK/APRON ON CRESENT DR/CIR SQ FT	246.65	6.70	1,652.56
CITYWALK	4" CITYWALK VARIOUS LOCATIONS SQ FT	491.65	5.70	2,802.41
CITYWALK	6" CITYWALK VARIOUS LOCATIONS SQ FT	145	6.70	971.50
HC	H/C STAMP LOCATIONS - STAMP ONLY EA	1	75.00	75.00
			TOTAL	$11,815.45

HOME PHONE
(561) 547-4608

2/19/2009

ORF CONCRETE

1830 HYPOLUXO ROAD
SUITE 125 B
LANTANA, FLORIDA 33462

FEB. 17, 2009

TOWN OF LAKE PARK

LABOR & MATERIALS TO REMOVE BROKEN CONCRETE SIDE WALKS IN (10) LOCATIONS AS FOLLOWS : MILLER WAY, NEW MAN RD., REED RD., CORNER OF 7thST.& DATE PALM, 522 EVERGREEN , 909 2ndST. & EAST ILEX DR., JASMINE DR. &2ndST. AT PARK , CRESCENT DR., 743 &754 WEST ILEX DR., 8thST.&CYPRESS DR. A TOTAL OF 1904.57sq.ft. :

1). SAW CUT CONCRETE SIDE WALKS IN ALL LOCATIONS THAT ARE MARKED TO OUR MEASUREMENTS, REMOVE AND HAUL THEM AWAY.
2). FORM UP REMOVED AREAS AT 6"DEEP IN (6) LOCATIONS AND 4"DEEP IN (4) LOCATIONS.
3). PLACE & FINISH 3000psiCONCRETE WITH FIBER MESH WITH BROOM FINISH AND SAW CUT EVERY 5'.
4). PLACE (1) HANDI-CAP STAMP IN CONCRETE WITH DOME TEXTURE WHERE CONCRETE MEETS ROAD.
5). STRIP FORMS AND CLEAN UP.

TOTAL : $13,522.45

ATTN : HOWARD

Payment due **30 days** upon receipt Unpaid invoice are subject to a service charge of 1.5% per month plus collection cost and attorney's fee if necessary.

PROPOSAL

SAVAge Concrete INC.
12994 146 PL
PALM Bch. Gdns FL.
Phone 561-262-4454

PROPOSAL NO.	
SHEET NO.	
DATE	

PROPOSAL SUBMITTED TO:

NAME: Town of LAKE PARK
ADDRESS: 650 old Dixie Highway
LAKE PARK FLA. 33403
PHONE NO. 561-881-3345

WORK TO BE PERFORMED AT:

ADDRESS:
DATE OF PLANS:
ARCHITECT:

We hereby propose to furnish the materials and perform the labor necessary for the completion of 1900 SQ FOOT OF SIDE WALK And DRIVE WAY To Be Removed And Replaced with New 3000 psi. W/F AT 25 Location Around LAKE PARK. ALL SIDE WALKS ARE 5 FOOT WIDE Some ARE 4in. Thick others 6in. AFTER Removal of old Concrete IT will Be REFORMED poured And Finished Groved Every 5 Foot, Finished will be trowelled And Broomed. EXPANSION Joint AT SIDEWALK And DRIVEWAY MEAT, Wheel Chair Ramps will be stamped AT proper locations. Roots will be Removed FROM under old Existing Con. Where CONCRETE Been RAISED By Roots. Ever location will be cleaned up AFTER Being poured.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of Eighteen thousand Fifty Dollars Dollars ($ 18,050.)

with payments to be made as follows:

½ one HALF Down ½ on Completion

Respectfully submitted Buddy Savage

Per

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date Signature

D8118

PROPOSAL

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 8

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] ORDINANCE ON FIRST READING

[ ] GENERAL APPROVAL OF ITEM

[ ] Other:

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] CONSENT AGENDA

SUBJECT: Award of Door Replacement at Town Hall and Library to S & F Construction, Incorporated

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager _____ **Date:** 3/25/09

Name/Title

Date of Actual Submittal

Originating Department: **Town Manager**	**Costs: $32,450** **Funding Source: Public Works Facilities** **Acct. # 001-54-597-408-62100**	**Attachments:** Quote Summary Sheet and Letter Quotes
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: Staff requested letter quotes from four companies for the removal and replacement of deteriorated wooden doors at Town Hall and the Library and

various other minor repairs. S & F Construction, Inc. is the lowest bidder. These repairs have been anticipated in the budget. Attached please find the written quote summary sheet and copies of all of the proposals.

REQUEST FOR WRITTEN QUOTE
TOWN OF LAKE PARK, FLORIDA

Date 3/18/09 Awarded to S&F CONST.

Description of Work REPLACE DOORS AND DOOR PANELS ON REAR OF COMM. CHAMBERS, REPLACE BACK STEP, PATCH WALL INSIDE COMM. CHAMBERS
REPLACE EAST DOOR ON TOWN HALL AND ALSO (2) DOORS ON WEST SIDE OF TOWN HALL
REPLACE (3) DOORS AT LIBRARY AND PAINT

Bidder S&F CONST.
Phone # 561-737-4175
Amount $32,450

Bidder J. THARP CONST.
Phone # 561-747-9455
Amount $33,439 75

Bidder BROWNING & BECKER
Phone # 561-790-3224
Amount $40,900

Bidder I.Q. CONST.
Phone # 561-439-8338
Amount $45,000

S&F CONSTRUCTION INCORPORATED
2180 S.E. 1st Street • Boynton Beach, FL 33435 • (561) 737-4175 • Fax (561) 369-1445

Fax

To:	Town of Lake Park	**From:**	Jim Ford
Attn:	Mr. Ray Wilson	**Pages:**	Cover plus one
Fax:		**Date:**	3/17/2009
Re:	Door replacement project	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Ray,

The following for your review/approval:

1.) Cost proposal to replace the doors at your Town Hall including additional items requested. (1pg.)

Please call me if you should need anything further.

Thank you,

Jim Ford

S&F CONSTRUCTION INCORPORATED
2180 S.E. 1st Street • Boynton Beach, FL 33435 • (561) 737-4175 • Fax (561) 369-1445

Proposal Submitted to	Phone	Date
Town of Lake Park	561-722-8215	3/17/2009
Street	Job Name	
535 Park Avenue	Door replacement	
City, State, and Zip Code	Attn:	
Lake Park, Florida	Mr. Ray Wilson	

We hereby submit specifications and estimates for:

Door replacement - remove / replace / paint

1.) Council chambers - replace 6 (six) 21 panel door units.

2.) Town Hall - replace 2 (two) 24 panel door units.

3.) Town Hall - replace 1 (one) 18 panel door unit

4.) Library - replace 3 (three) flush door units

5.) Council chambers - A.) Demo and remove twenty lineal feet of 6" X 10" door sill and replace with concrete.
B.) Remove loose sections of interior plaster one wall and skim coat to match existing.
C.) Provide dust control and secure one opening during construction.

6.) Application for no fee permit if required.

NOTE: Doors to be prime coated and finish coated all new surfaces and edges. Existing hardware to be reused; provide nosing for new door sill at Council Chambers. Specified labors and material only. No warranty for warp or twist on doors over 36" (3'0") in width.

We Propose hereby agree to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

Thirty two thousand four hundred fifty dollars ($ 32,450.00)

Payment to be made as follows:

50% draw upon material delivery; balance upon completion.

Authorized Signature Jim Dodd (President)

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance.

This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

03/03/2009 20:46 7725465517

561 371 1416

PROPOSAL

FROM

J. Tharp Construction Corp.

1544 Cypress Dr., Suite 20 • Jupiter, FL 33469
CERTIFIED GENERAL CONTRACTOR
CUSTOM HOMES / QUALITY RENOVATIONS
License #CG C053489
HOME (772) 546-5517 • OFFICE (561) 747-9455

Date 3-2-09

Proposal Submitted To:	Work To Be Performed At:
Name TOWN OF LAKE PARK	Street LAKE PARK TOWN HALL
Street C/O HOWARD BUTTS	City 650 OLD DIXIE HWY.
City CELL 722-9379	State LAKE PARK FLA.
* State PRICES REFLECT SPECIFICATIONS	Date of Plans 33403
ON SCOPE OF WORK STATED 2/13/09	Architect NEW DOORS
Telephone Number	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

		AMOUNT
(A)	WE CAN BUILD THESE DOORS IN MY SHOP MUCH MORE COST EFFECTIVELY	
(B)	I'LL USE #1 FIR STRIPPED DIRECT TO OUR SHOP OLD GROWTH VERTICAL GRAIN FROM OREGON DOUGLAS FIR	
(C)	WE'LL PRIME ALL END CUTS AS WE ASSEMBLE, THESE DOORS WERE BUILT BY CARPENTERS, NOT A TYPICAL DOOR RAIL SYSTEM. THAT'S THE WAY WE'LL BUILD THEM ONLY BETTER... THERE DOESN'T NEED TO BE ANY PRODUCT APPROVAL/ENGINEERING IN THIS CASE THEY CONSIST OF A FLAT PANEL CORE W/ APPLIED RAILS + STYLES...	
(1)	COMMISSION CHAMBERS DOORS PER SPECS DUPLICATE EXISTING →	18'981.75
(2)	PLASTER PATCH PER SPECS	395.00
(3)	HANDICAP WEST DOOR WE'LL ALSO FIX LATERAL ROTTED PC. ABV. DOOR	2'965.00
(4)	BUILDING DEPARTMENT DOOR	3'195.00
		3'195.00

Browning & Becker Construction, Inc.

State Certified General Contractor License # CGC050930

3460 Fairlane Farms Road, Suite 5, Wellington, FL 33414 * Office 561-790-3224 * Fax 561-791-2440

February 13, 2009

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

Attention: ~~Richard~~ Ray Wilson

Regarding: New Doors

Dear Richard,

Browning & Becker Construction proposes to remove and replace the following doors at the costs indicated:

Commission Chambers Door: **$25,680.00**

- Replace doors and sidelights only. All frame work to remain. No work to be done above doors. Overall existing measurements of doors is 238 ¾" X 86 ½" X 2 ½" thick. Doors will be fir and 21 panels. Re-use all existing hardware.
- No work is included for 2 x8 framing that doors are attached to. If any work is necessary to these frames it will be charged as an extra above contract price.
- Seal Commission chamber with plastic before construction.
- When existing doors are removed we will saw cut concrete in order to make a 3" to 4" step down. We will stucco that top edge of this saw cut to finish off.
- Paint doors and frames only, no transom lite balusters.

Commission Chambers: **$240.00**

- Scrape plaster in corner of room from floor to ceiling 16" wide.
- Clean and seal with primer.
- Float and skim new plaster for Lake Park to paint.

Handicap West Door: **$3,180.00**

- Replace door only. All frame work to remain. Existing door slab measures 47" X 82 ½" X 1 ¾" thick. Existing door appears to be fir and is 18 panels. Re-use all existing hardware.
- Paint int. & ext. of door.

Building Department Door: **$3,265.00**

- Replace door only. All frame work to remain. Existing door slab measures 47" X 107 ½" X 1 ¾" thick. Existing door appears to be fir and is 24 panels. Re-use all existing hardware.
- Paint ext. and stain int. of door.

Finance Department Door: **$3,265.00**

- Replace door only. All frame work to remain. Existing door slab measures 47" X 107 ½" X 1 ¾" thick. Existing door appears to be fir and is 24 panels. Re-use all existing hardware.
- Paint int. & ext. of door.

Library Inside Door: **$1,740.00**

- There is not an existing door here now, only frame work.
- Install door only. All frame work to remain. Existing door frame measures 34" from frame to frame.
- New Door would need to be 79 ½" tall X 1 ¾" thick. Existing door appears to be fir and is a flush door.
- This doors top edge will have to be datoed to close against existing filler that is currently in existing frame that will remain. This is visible in photo 389.
- **New hardware is needed.** Three 4 ½" hinges, one chrome lever lock, no dead-bolt and no door closer since we can't attach to filler inside jamb.
- Stain both sides of door.

Library West Door: **$1,675.00**

- Replace door only. All frame work to remain. Existing door slab measures 35 ½" X 83 ½" X 1 ¾" thick. Existing door appears to be fir and is a flush door. Re-use all existing hardware.
- Paint ext. and stain int. of door.

Library North Door: **$1,855.00**

- Replace door only. All frame work to remain. Existing door slab measures 35 ½" X 79 ½" X 1 ¾" thick. Existing door appears to be fir and is a flush door. Re-use all existing push bar and door closer hardware. **Three new 4 ½" hinges are needed.**
- Paint ext. and stain int. of door.

All new doors will be fir and they will be sealed top and bottom. All paint grade doors will receive one coat of oil based primer and two finish coats of low or no V.O.C. acrylic semi-gloss enamel. All stain grade doors will receive one coat of sanding sealer and two coats of polyurethane.

Any unforeseen work not included in the above will charged at a rate of $75.00 per hour per man.

Not included in our proposal is any permit fees, flooring, or alarm wiring.

All work to be done during normal business hours. All work is guaranteed to be as specified and completed in a workmanlike manner according to standard practices.

If you have any questions please give us a call. We look forward to working with you in the future.

Respectfully Submitted,

TOTAL $40,900.00

Jefferson M. Browning, President
JMB:jle

i. q. constructions, inc
certified general contractor 1505446
certified SBE & M/WBE
6046 Las Colinas Circle,
Lake Worth, Florida 33445
561 439 8338 fax 561 439 8426
iqconstructions@bellsouth.net.

Replace Existing Doors

General Repairs Concrete Slab-step out of the main door Refinish concrete fill existing spaces with the existing slab New slope to avoid water intrusion **Interior Building** Left side at the door remove damage drywall, corner bea and refinish . **Paint** Paint for repairs at interior wall	**$ 5,800.00**

Total proposal	**$ 45,000.00**

TAB 9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 9

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[ ] ORDINANCE ON FIRST READING

[ ] GENERAL APPROVAL OF ITEM

[ ] Other:

[X] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] CONSENT AGENDA

SUBJECT: Collective Bargaining Agreement Between the Town of Lake Park and The Federation of Public Employees, A Division of the National Federation of Public and Private Employees, (AFL-CIO)

RECOMMENDED MOTION/ACTION: Adopt

Approved by Town Manager _____ **Date:** 3/25/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: $ Funding Source: Acct. #	**Attachments:** Resolution and Collective Bargaining Agreement
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: Staff and the AFL-CIO President collectively bargained a tentative agreement between the Town and the Union. The Town Commission met on March 11, 2009 in an Executive Session with Staff to discuss the various tentatively agreed upon

provisions of the proposed Agreement, which resulted from bargaining in good faith between Town Administration and the Union. The Town Commission requested several modifications to the tentative agreement, which staff proposed to the Union President. The members of the Union voted to ratify the tentative agreement including the modifications requested by the Town Commission on March 13, 2009.

The term of this Agreement is October 1, 2008 through September 30, 2011. Staff and the Union have agreed to convene for "reopener bargaining sessions" annually to discuss wages and benefits accordingly. Staff recommends adoption of this agreement.

RESOLUTION NO. 13-04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO); AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on March 13, 2009, the members of the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (hereinafter Union) voted to ratify a Collective Bargaining Agreement (hereinafter "Agreement") between the Union and the Town of Lake Park, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Agreement and has determined that it is in the best interest of the Town and its covered employees to adopt and execute the Agreement for the term of October 1, 2008 to September 30, 2011.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Mayor and Town Manager to execute the Agreement between the Union and the Town for the term of October 1, 2008 to September 30, 2011.

Section 3. This Resolution shall become effective immediately upon adoption.

FEDERATION OF PUBLIC EMPLOYEES

A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)

DANIEL D. REYNOLDS
Division President

MARILYN SWANK
Division Secretary/Treasurer

March 16, 2009

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

SENT VIA US MAIL AND FACSIMILE TO (561)888-3314

Dear Ms. Davis:

This letter is to advise you that the Federation of Public Employees held a ratification meeting for the Town of Lake Park Bargaining Unit on March 13, 2009.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park for the 2008-2011 term.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Guy T. Masters
Business Representative

GM:yf

1700 N.W. 66th Avenue ★ Suite 100 ★ Fort Lauderdale, Florida 33313 ★ Office (954) 797-7575 ★ Fax (954) 797-2922

Collective Bargaining Agreement

between

The Town of Lake Park

and

The Federation of Public Employees, A Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2008 — September 30, 2011

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PREAMBLE

This Agreement is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town" and Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Custodian, Dock Attendant, Equipment Operator I, II, and III, Facilities Maintenance Worker I, II, and III, Facilities Mechanic I and II, Grounds Maintenance Crew Leader, Irrigation Technician I and II, Maintenance Craftsman, Maintenance Worker II and III, Mechanic I and II, Operations Technician, Traffic Maintenance Technician II, and Stormwater Technician I and II. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under PERC Certification No. 1504, in case no. EL-2004-039 as it relates to RC-2004-041, dated September 20, 2004 and UC – 2007 - 016 dated October 10, 2007. Both parties shall stipulate to a unit clarification petition, which will amend the certified unit description to that noted above and this recognition shall be subject to the ultimate approval of PERC.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All reference in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of sex, color, religion, race, creed, age, national origin, marital status, political affiliation, sexual orientation, or handicap.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, creed, sex, national origin, marital status, handicap, sexual orientation, religion or political affiliation.

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

a. Soliciting public employees during working hours of any employee who is involved in the solicitation.

b. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town of Lake Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Employee Handbook, not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as any dispute arising between the Town and the Union or any bargaining unit employee over the application or interpretation of this Agreement and shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10). working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the

time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filing a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first one hundred eighty (180) calendar days of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of an employee's full-time and regular part-time continuous service within the bargaining unit recognized by this agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become permanent full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are qualified within the bargaining unit.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee (based upon performance and

evaluations) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the certified mail.

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

ARTICLE 13
PHYSICAL EXAMINATIONS

Section 1. If there is reasonable suspicion of possession of, use of, or being under the influence of alcohol and/or illegal drugs while on duty the employee shall be tested for the presence of such substances in accordance with the procedure which shall be set forth in EXHIBIT "C" to this Agreement.

Section 2. The Employer agrees to maintain group medical, major medical, hospitalization, dental, vision and prescription insurance in amounts and coverage similar to those which are currently being provided as of the date of execution of the Agreement. The employer will provide life/accidental death and dismemberment insurance as approved by the Town Commission from time to time when insurance bids are taken. The Town has a Drug Free Workplace plan and Public Works employees are subject to DOT regulations. Drug testing will take place according to these documents. For non work related disabilities short term disability insurance covers employee's after a 2 week waiting period for 13 weeks after approval from the carrier. Worker's Comp injuries are covered after a 7 day waiting period, and approved cases are covered at 66-2/3 salary. Employees must use physicians under the Town's carrier plan.

The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Section 3. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

ARTICLE 14
HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. If an emergency occurs as described in Article 7, Section 3 and the Town services are cancelled due to an Act of God or other emergency conditions, full-time employees will be paid their regular day's pay, although the normal hours of work may need to be adjusted. In such situations, employees must make themselves available for work if requested to appear by the Town. If employees are advised not to appear for work by the Town, they shall be paid their regular compensation.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as is required.

Section 2. Safety shoes shall be worn by employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days or after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction.

Section 2. Types of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Collective Bargaining Agreement or any terms and conditions of employment.

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for approved programs at an accredited community college or college, for employees provided such program approval and courses are approved in advance by the Department Head.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all costs and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town

the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

Section 9. All employees seeking to have education paid under this Article shall apply to the Department Head for approval in writing on or before April 1 of each year, in order to permit such funds to be included in the Department's proposed budget for the subsequent budget year. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday
Floating Holiday

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 1.56 hours per pay period, or five (5) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later that one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employees absence shall result in an unauthorized leave without pay for that day.
(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 11. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

0-5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use three (3) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave can not be carried over from year to year.

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Major Illness Leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 2. Employees requesting the use of Major Illness Leave must submit a Physician Certificate documenting the illness. A doctor's statement of "fitness for duty" shall also be required in order to return to work. Major Illness Leave shall only be used after the 10th working day of the documented major illness. Employees must use sick leave for the first ten (10) working days of the documented major illness. Should the employee not have sufficient sick leave to cover the first ten (10) working days of the documented major illness, the employee shall be paid the amount of sick leave that is available and will not receive any payment until after tenth (10th) working day of the documented major illness at which time the employee shall be paid using the Major Illness Leave that is available at their prevailing rate.

Section 3. Employees that become eligible for short or long term disability during the documented major illness shall be required to use the short term or long term disability provided by the Town. Employees may use Major Illness Leave and/or Sick Leave to supplement the short-term and long term disability.

Section 4. One-half of each employee's Major Illness Leave accrual as of the date of ratification of this agreement shall be converted into Sick Leave.

ARTICLE 23
FUNERAL LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. Employees shall be entitled to all fees received as a juror.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) 100% of the premiums.

B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the 2008-2009 schedule of benefits for employee/spouse, employee/child, or employee/family plan.

C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical, Dental and Vision Plan as defined in the 2008-2009 schedule of benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the 2008-2009 summary of employee benefits.

   The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the 2008-2009 summary of Employee Benefits.

E. The parties agree to reopen negotiations for insurance benefits prior to the second (2nd) and third (3rd) year of this Agreement.

ARTICLE 26
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

Job Title	Minimum Salary Level	Maximums Salary Level
Custodian (Annual)	$20,566.21	$31,603.16
(Hourly)	$ 9.89	$15.19
Equipment (Annual)	$22,731.08	$34,034.18
Operator I (Hourly)	$10.93	$16.36
Equipment (Annual)	$28,143.24	$48,620.25
Operator II (Hourly)	$13.53	$23.38
Equipment (Annual)	$33,542.50	$51,000.77
Operator III (Hourly)	$16.13	$24.52
Maintenance(Annual)	$20,566.21	$31,603.16
Worker I (Hourly)	$9.89	$15.19
Maintenance(Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Maintenance Worker III (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Facilities Maintenance (Annual)	$24,128.96	$34,856.64
Worker I (Hourly)	$11.60	$16.76
Facilities Maintenance (Annual)	$30,080.04	$41,621.58
Worker II (Hourly)	$14.46	$20.01
Facilities Maintenance (Annual)	$35,706.53	$51,270.66
Worker III (Hourly)	$17.17	$24.65
Facilities Mechanic I (Annual)	$28,565.22	$38,525.76
(Hourly)	$13.73	$18.52
Facilities Mechanic II (Annual)	$32,676.88	$45,405.36
(hourly)	$15.71	$21.83

Irrigation Technician I (Annual) (Hourly)	$27,375.00 $13.16	$37,723.14 $18.14
Irrigation Technician II (Annual) (Hourly)	$31,919.47 $15.35	$41,048.28 $19.73
Storm Water Technician I (Annual) (Hourly)	$29,863.64 $14.36	$46,781.28 $22.49
Storm Water Technician II (Annual) (Hourly)	$33,542.50 $ 16.13	$51,000.77 $24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	$27,375.00 $13.16	$36,232.56 $17.42
Traffic Maintenance Technician II (Annual) (Hourly)	$30,512.85 $14.67	$40,131.00 $19.29
Dock Attendant (Annual) (Hourly)	$20,969.47 $10.08	$31,603.16 $15.19
Grounds Maintenance(Annual) Crew Leader(Hourly)	$25,978.37 $12.49	$42,542.72 $20.45
Mechanic I(Annual) (Hourly)	$25,384.10 $12.20	$38,896.20 $18.70
Mechanic II (Annual) (Hourly)	$30,308.10 $14.57	$47,404.74 $22.79
Operations Technician I (Annual) (Hourly)	$29,651.40 14.26	$43,273.13 $20.80

The parties agree to reopen negotiations for wages prior to the second (2nd) and third (3rd) year of this Agreement.

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each

year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. All employees shall receive a cost of living pay increase on the contract anniversary date on October 1, 2008 in the amount of two point five (2.5%) percent or that which is given to the other Town employees whichever is greater.

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 27
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall receive a benefit equal to the employee's normal salary less Worker's Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook. Such benefits shall not be approved when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave in lieu of the Workers Compensation benefits.

Section 2 . The benefits provided in Section 1 of this article shall be paid for a maximum of ninety (90) calendar days.

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the second (2nd) and third (3rd) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not effect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2008, and shall remain in full force and effect through the 30th day of September, 2011 and from year to year thereafter, unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this_____ day of _____,2008.

ON BEHALF OF THE

TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

_____
TOWN MANAGER

_____
BUSINESS REPRESENTATIVE

_____
MAYOR

_____
DIVISION PRESIDENT

TOWN SEAL ATTEST:

_____
WITNESS

_____
TOWN CLERK

Exhibit "A"

Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO) An Affiliate of District 1- MEBA (AFL-CIO)

1700 NW nth Avenue, Suite 100-B, Plantation, Florida 33313

Phone.-- (954) 797-7575 Fax: (954) 797-2922

Application for Membership or

Notice of New Employment

Employer_____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by Illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate font specific to that benefit:

(Please Print or Type)

Name (print)_____Home Phone: _____

Last_____ First_____ Middle _____ area code number_____

Birth date: _____ Social Security: _____

Job Classification: _____Marital Status:_____ male____ female__

Address:_____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed _____

Closest Living *Relative:*_____ Relationship _____

Beneficiary: _____ Relationship _____

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues In such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Department/Location:_____ Name (print): _____

Work and/or Pager#: _____ Name (signature) _____

Social Security:_____ Today's Date:_____

EXHIBIT "B"

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Emp. _____ _____ Affiliated-with--District MEB A. (AFL-CIO) 1700 N. W 66th Avenue -Suite 100 Plantation, Florida 33313.

Office (954) 797-7575 _____ Fax (954) 797-2922

Employer Name _____ Employer Phone _____ Grievance Date _____

Member's Name _____ Location/Dept _____ Classification _____

Member's Address _____ Phone: _____

Immediate Supervisor's Name _____ Phone: _____

1. Employee's Statement of Grievance: _____

Specify the Article's of the Agreement which is/are violated: _____

3. What is the remedy and/or relief sought? _____

Please allow this to serve as the Federation's formal request pursuant to Florida Statutes *119* and/or 447 as follows:

All documents relied on in imposing discipline

Witness statements

Employee evaluations; discipline

Job descriptions for grievant

All time cards for the last -months

Personnel file (see attached release)

All memoranda/emails, video tapes, cd-roms,

Other floppy disks pertaining to the above-listed:

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance

Date _____ Employee Signature _____

Date _____ Steward's Signature _____

Date _____ Representative's Signature _____

"Exhibit C"

COMPREHENSIVE ALCOHOL AND DRUG ABUSE POLICY FOR

THE TOWN OF LAKE PARK MUNICIPAL EMPLOYEES AND PUBLIC WORKERS

FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

Agreement between the Town at Lake Park (the Town) and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) (The Union) with regard to substance abuse on the job and employee testing for alcohol and drug abuse. The Town and the Union agree as follows:

1. Employees are strictly prohibited from possessing, using or being under the influence of alcohol or illegal drugs while on duty. Illegal drugs means any controlled substance as defined in Chapter 893, Florida Statues, not obtained and used pursuant to a lawful Prescription.

2. Any employee found to be Possessing, using or under the influence of alcohol or illegal drugs while on duty shall be subject to disciplinary action, up to and including dismissal.

3. Whenever two (2) employees (at least one at who is a member at the bargaining unit) and the department head have a reasonable suspicion, based on specific objective facts, that an employee is in possession of, using or under the influence of alcohol or illegal drugs while on duty, the department head may direct the employee to furnish a blood or urine specimen (or both) for testing. The two employees and the department head shall reduce their reasonable suspicion to writing and provide a copy to the Union representative (or alternate) before the employee is directed to furnish a blood or urine sample. In the event the Town cannot locate the union representative or alternate, a copy of the written suspicion documents shall be mailed to the Union via certified-mail, return receipt requested.

4. In testing for the presence of alcohol, the Town shall utilize a generally accepted blood test and/or Breathalyzer procedure, which produce quantitative results showing the amount of alcohol present in the blood.

5. In testing for the presence of illegal drugs, the Town shall use the gas chromatography/mass spectrometry method.

6. The employee shall be notified of the results of alcohol or drug tests as soon as practicable after the Town receives the test results. Notice shall be by telephone or certified mail, return receipt requested. The Town shall furnish notice of test results to the employee within twenty-four (24) hours after the Town receives the test results. The Union president

shall be notified of any positive test results, unless the employee requests that such results not be disclosed. The Town shall maintain the confidentiality of employee drug test results to the extent permitted by law:

7. The Town shall bear the cost of all alcohol and drug tests hereunder.

8. The following policies regarding a Drug Free Workplace are hereby incorporated as a part of this contract:

A. Department of Transportation regulations regarding all CDL Licensed employees, which includes random drug testing, and

B. The Town of Lake Park Drug Free Workplace Summary.

TAB 10

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 10

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[X] **RESOLUTION**

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[X] **CONSENT AGENDA**

[ ] Other:

SUBJECT: Adoption of Employee Handbook Update

RECOMMENDED MOTION/ACTION: Adopt

Approved by Town Manager M. Davis **Date:** 3/25/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: $ Funding Source: Acct. #	**Attachments:** Resolution and Draft Employee Handbook
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: The current Employee Handbook was adopted on May 1, 1996 by Resolution 19. Much of this Handbook as written is obsolete and legally insufficient. The attached draft Handbook of Procedures for Employees of the Town of Lake Park has been updated to reflect current policies, procedures and law.

The draft Handbook has been reviewed by the Town Attorney and the Federation of Public Employees accordingly.

RESOLUTION NO. 04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AND ADOPTING THE AMENDED TOWN EMPLOYEE HANDBOOK PROVIDING FOR THE REPEAL OF THOSE PROVISIONS PREVIOUSILY ADOPTED TO THE EXTENT OF ANY CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, disciplinary actions which are set forth in the "Town of Lake Park Handbook of Procedures for Employees of the Town of Lake Park" (hereinafter referred to as the "Employee Handbook"); and

WHEREAS, Town staff has recommended to the Town Commission that the Employee Handbook be updated at the present time to provide for additional policies and principles pertaining to the administration of Town employees and personnel; and

WHEREAS, the Town Commission recognizes that periodic adjustments must be made to the Employee Handbook in order to keep the Employee Handbook current and consistent with state and federal labor and employment law requirements, as well as policies, procedures, guidelines, rules, and regulations, established by the Town on a local level for Town employees; and

WHEREAS, the Town Commission has determined that it is in the best interest of the public health, safety and general welfare to amend the Employee Handbook at this time as recommended by Town staff to update the policies, procedures, guidelines, rules, and regulations set forth in the proposed updated edition of the Employee Handbook (April 2009 edition); and

WHEREAS, a true and correct copy of the proposed updated edition of the Employee Handbook (April 2009 edition), is attached hereto and incorporated herein as **Exhibit "A"**.

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

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

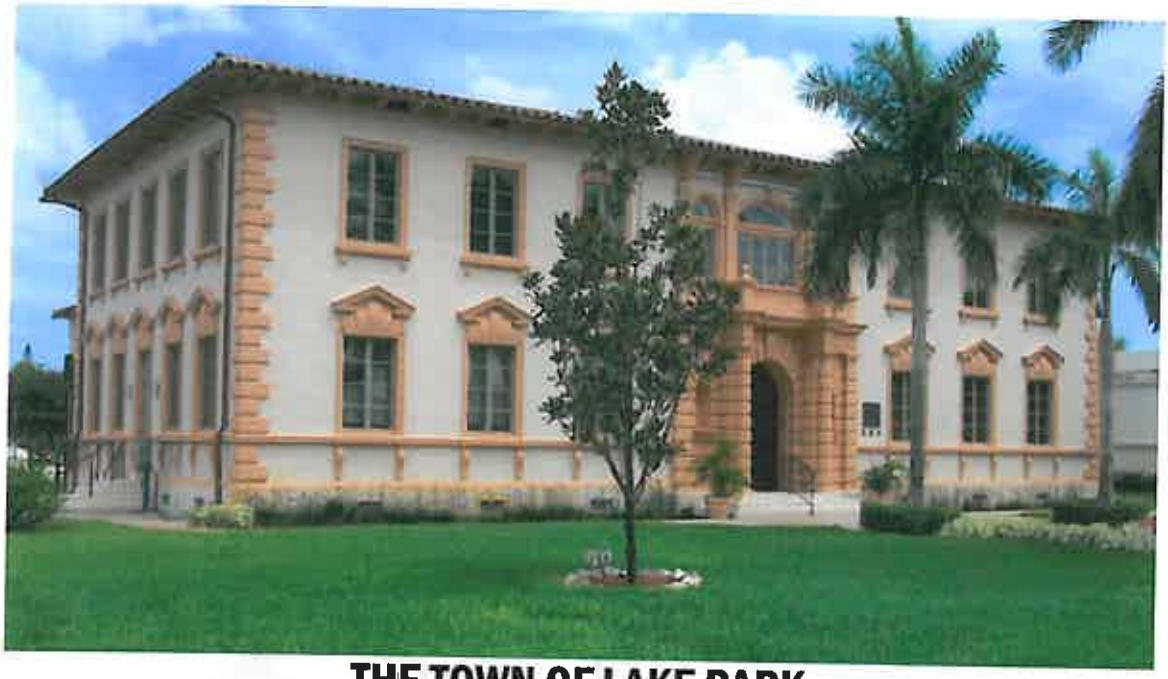
Section 2. The Town Commission hereby approves and adopts the Employee Handbook (April 2009 edition) attached hereto as **Exhibit "A"**, as the current Employee Handbook, which is now in full force and effect in the Town for the governance and administration of policies and procedures for employees of the Town of Lake Park. Town staff is directed to implement the use of the updated Employee Handbook commencing with the effective date of this Resolution.

Section 3. Repeal of laws in conflict. All resolutions, manuals, and procedures contained in any prior Employee Handbook or other document in conflict with the Employee Handbook (April 2009 edition) are hereby repealed.

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

Exhibit A

HANDBOOK OF PROCEDURES FOR EMPLOYEES OF THE TOWN OF LAKE PARK



THE TOWN OF LAKE PARK
OFFICE OF HUMAN RESOURCES

APPROVED BY THE TOWN OF LAKE PARK TOWN COMMISSION:
_____BY RESOLUTION # ___

TOWN OF LAKE PARK'S MISSION STATEMENT

To improve the quality of life for all Town stakeholders through the provision of effective and efficient service delivery while maintaining a small town atmosphere in an urban environment and embracing the sense of place and community that makes the Town of Lake Park special.

INTRODUCTION AND GENERAL PROVISIONS

The Handbook of Procedures for Employees of the Town of Lake Park (Handbook) delineates the policies and procedures applicable for all managers and employees of the Town regardless of status (i.e. Exempt versus Non-Exempt) or classification (e.g. Regular Full-time, Part-time, Probationary, etc.). This Handbook includes the Town's employment policies and procedures, guidelines, provisions and regulations governing the classifications, compensation, employment standards, employee rights, responsibilities and evaluations for Town employees.

The Handbook is designed and drafted to facilitate the Town employees' understanding of their roles in achieving the mission of the Town to improve the quality of life for all Town stakeholders through the provision of effective and efficient service delivery, while ensuring that the Town's employees have a clear understanding of their rights and responsibilities and the expectation of the high level of productivity and work performance required for employment with the Town.

The Handbook is intended to be a fluid document. No document is capable of addressing every eventuality in the workplace. Therefore, from time to time the Handbook shall be supplemented by Administrative Orders issued by the Town Manager that will in turn be provided to the Town Commission on an annual basis for approval and inclusion in the Handbook. Administrative Orders shall be provided to Town employees and are expected to be adhered to by Town employees even prior to the annual re-adoption of the Handbook by the Town Commission. In the event that the Town Commission does not re-adopt the Handbook, the last adopted version, including any Administrative Orders, shall be the official version of the Handbook, applicable and binding on the employees of the Town.

The official version of the Handbook is maintained in the office of the Town Clerk and will be made available by the Town's Human Resources Department.

The Handbook does not, in any way, constitute a contract of employment nor does it provide any guarantees of continued employment with the Town. The Town reserves the right in its sole discretion to change, modify or amend the rules and regulations set forth in the Handbook. Each employee of the Town is charged with the responsibility to know, understand and abide by the rules and regulations set forth in the Handbook.

The Town Manager is hereby authorized to enforce the rules, regulations, policies and procedures set forth in the Handbook upon the Town's workforce.

Sections and portions of the Handbook may apply only to certain specified positions based upon the employee's role and designation in the workforce as management or non-management or exempt versus non-exempt personnel. Whenever possible, this distinction shall be separately delineated in the Handbook for clarity. **Appendix A** shall set forth the position titles and job codes for employee positions and will designate the classification and status for each position.

Nothing in the Handbook is intended to be in conflict with any provisions contained in an applicable collective bargaining agreement between the Town and its union employees. In the event of an apparent conflict, the applicable collective bargaining agreement shall prevail. In the absence of a conflicting provision, the Handbook shall prevail and serve as a supplement to the collective bargaining agreement to be adhered to by all Town employees.

Further, should any provision of the Handbook, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, by decree of any court of competent jurisdiction, or for any other reason, such invalidation of such provision or portion thereof shall be severable and shall not invalidate the remaining other provisions of the Handbook.

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SECTION 1
CLASSIFICATION SYSTEM

1.1 SCOPE AND PURPOSE:

This section sets forth the rules and regulations for the establishment, maintenance, and administration of the Town's Uniform Classification System applicable to all personnel in the Town of Lake Park.

The Human Resources Department shall maintain a uniform classification system. This system shall consist of Town-approved position classifications and a listing of position titles and job codes as outlined and set forth in **Appendix A** of this Handbook.

The classification system and the provisions outlined in this Handbook specifically exclude the Town Mayor, Town Commission Members, Town Manager, Town Attorney, and any individual who volunteers their services on behalf of the Town.

1.2 ADMINISTRATION OF THE PLAN:

The Town Manager, through the Human Resources Department, shall be responsible for the overall coordination, review, control and administration of the Handbook.

Positions are reclassified by official Town Commission action submitted by the Town Manager. Town Commission approval must be obtained to create, establish or delete positions or effect classification changes.

A periodic review shall be performed by the Human Resources Department to ensure that the classification system is current and uniform. Any modifications will be presented to the Town Manager for consideration and recommendation to the Town Commission.

The Town Manager shall present to the Town Commission such rules, regulations and changes that are deemed necessary for effective administration of the classification system.

1.3 CLASSIFICATION OF POSITIONS:

REGULAR FULL-TIME EMPLOYEE: An employee who has successfully completed the probationary period, who works no less than the established work week of forty (40) hours during a seven day (7) period.

REGULAR PART-TIME EMPLOYEE: An employee who works less than an established workweek as averaged over a twelve-month (12) period.

Part-time employees are employed at- will, are not entitled to benefits or merit increases, and may be terminated without cause or right to appeal the termination decision.

TEMPORARY EMPLOYEE: An employee who has been hired for a specific time period who may work less than the established work week .

Temporary employees are employed at-will and are not entitled to benefits or merit increases, and may be terminated without cause or right to appeal the termination decision.

PROBATIONARY EMPLOYEE: A newly hired full-time employee who has worked less than one (1) year and who is eligible for regular full-time employee status upon successful completion of the probationary period. During the probationary period, the employee is an at-will employee and may be terminated from employment without cause and without a right to appeal the termination decision.

An employee who has been promoted to a new position or who has been demoted to a lower position shall serve a six (6) month probationary period.

The probationary period for employees covered by a collective bargaining agreement shall be determined as set forth in the employee's collective bargaining agreement.

INTERMITTENT EMPLOYEE: A part-time employee who works at irregular intervals in one or more Town departments.

Intermittent employees are employed at-will and are not entitled to benefits or merit increases, and may be terminated without cause or right to appeal the termination decision.

NOTE:

Managerial Exempt Department Heads, Assistant Department Heads and other specifically designated positions as set forth in **Appendix B** of this Handbook **(i.e.,** Assistant Town Manager, Assistant to the Town Manager, Assistant to the Finance Director, Building Official, Librarian I, Librarian II, Operations Manager, Dockmaster, Senior Registered Civil Engineer, Senior Registered Architect, Community Redevelopment Agency (CRA) Project Manager, and CRA Economic Development Director) serve at the pleasure of the Town Manager and therefore are not subject to a probationary period.

These employees may be terminated from employment at any time at the discretion of the Town Manager without cause or right to appeal the termination decision.

1.4 JOB DESCRIPTIONS:

Job descriptions shall provide a description of the kind of work, the qualification requirements, and the level of responsibility for each employee position. While the exact duties and responsibilities of the various positions may likely differ, all positions allocated to a specific pay scale shall be reasonably similar in nature (e.g. tasks to be performed, level of complexity, extent of job responsibilities and minimum qualification requirements).

1.5 CLASSIFICATION OF NEW POSITIONS:

Except in unusual circumstances (e.g. Town Manager reorganization, etc.), appropriate documentation for the classification of new positions shall be submitted by the appropriate Department Head to the Human Resources Department no less than ten (10) workdays prior to the Town Manager's submittal deadline for receipt of Town Commission agenda items. The Human Resources Director shall review the documentation prior to submittal to the Town Manager.

Before any action may be taken to fill a new position, the position must be approved by the Town Commission, upon the recommendation of the Town Manager.

1.6 RECLASSIFICATION OF POSITIONS:

The Human Resources Department is responsible for examining departmental requests for reclassification of positions consistent with departmental guidelines and with the Town's policies.

The Human Resources Director shall submit reclassification advisory recommendations to the Town Manager for consideration and for submission to the Town Commission for approval if deemed appropriate.

Reclassification may result from reorganization, addition, deletion, redistribution and/or alteration of work assignment which may significantly alter the responsibilities and duties of the position to be reclassified.

1.7 POSITION TITLES:

A listing of the Town's official position titles and job codes for each Town position is set forth in **Appendix A**.

These official position titles and job codes shall be used on all Human Resources and Finance records and in preparation of the annual budget.

SECTION 2
EMPLOYMENT AND HIRING PRACTICES

2.1 SCOPE AND PURPOSE:

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employment and Hiring Practices applicable to employees of the Town. All employment and hiring practices shall be processed through the Town's Human Resources Department under the authority of the Town Manager to ensure compliance with this section of the Handbook.

2.2 STATEMENT OF POLICY:

The Town of Lake Park is committed to providing a uniform policy governing the hiring, retention, transfer, promotion and all other employment practices of the Town.

The Town is equally committed to ensuring that its employment and hiring practices are administered in a fair and impartial manner to ensure compliance with federal and state laws and the maintenance of a highly qualified, diverse workforce consistent with the mission, goals and objectives of the Town.

2.3 RECRUITMENT OF EMPLOYEES:

The Town of Lake Park seeks to recruit and employ a high quality work force by actively seeking and selecting the most qualified candidates for a position. Whenever possible, the Town attempts to fill vacancies by promotion or transfer within the organization.

When a vacancy occurs through transfer, promotion, resignation, termination of employment or creation of a new position, the Department Head shall immediately notify the Human Resources Director by completing a Personnel Requisition Form and submitting it to the Human Resources Director for approval by the Town Manager.

If the vacancy is to be filled, then a job announcement shall be prepared stating the official position title, salary range, application procedures and job qualifications.

When appropriate, the announcement shall be posted in all Town Departments for ten (10) workdays.

Outside job advertisements may also be posted in local newspapers of general circulation, radio stations, educational institutions and any other appropriate sources to reach a comprehensive and diverse cross section of the available job market.

NOTE:

Notwithstanding any of the provisions set forth herein, the Town Manager may appoint directly any qualified candidate for a position without advertising the position either internally or externally.

2.4 SELECTION PROCESS:

Individuals seeking employment with the Town shall complete an employment application within the stated timeframe set forth in the job announcement.

Failure to complete an application thoroughly and honestly shall disqualify a candidate from consideration and, if selected, will subject the employee to termination of employment with the Town.

All candidates selected for employment shall be subject to a criminal background check and required examinations (such as pre-employment physical examination and drug screening examinations), and an employment reference check.

The candidate's employment is contingent upon the successful completion of the criminal background check, employment reference check and the required examinations.

In addition, other such background checks may be required, depending on the vacant position to be filled (e.g. a financial/credit background check is required for positions that require the handling of the Town's finances or significant amounts of cash).

2.5 HIRING PROCESS:

The Human Resources Director is responsible for initiating the steps required and for completing the hiring process for each employee who is offered a position with the Town.

In certain instances, the Town Manager may direct that an interview committee, consisting of outside professionals conduct interviews for a managerial exempt Department Head position.

Successful completion of the required background checks, physical and drug screening examinations is a condition of employment prior to the start date of employment with the Town.

Upon hiring, new employees shall receive a Welcome Packet and a copy of the Handbook. All new employees shall sign a Certification of Receipt of the Handbook and Acknowledgement of Compliance with the policies, rules and regulations of the Town set forth therein.

The employee's signed Certification and Acknowledgement Form along with a sign off for other Town documents delineating Town policies, rules and regulations shall be maintained in the employee's Personnel File.

No individual shall be hired for either part-time or full-time employment with the Town who has an outstanding indebtedness to the Town at the time of application.

2.6 INITIAL APPOINTMENT:

Upon initial appointment, with the exception of managerial exempt Department Heads, Assistant Department Heads and other specifically designated positions who serve at the pleasure of the Town Manager, all regular full-time employees shall be required to serve an initial probationary period.

Employees covered by a collective bargaining agreement shall have the length of time of the probationary period set forth in the agreement (i.e. union contract).

All other regular full-time Town employees shall be required to serve a twelve (12) month probationary period.

2.7 PROBATIONARY PERIOD:

The initial appointment period of probation for Town employees is set forth in Section 2.6 of the Handbook.

For employees subject to initial appointment probation as set forth in Section 2.6, this probationary period may be extended if it is deemed necessary by the Town Manager.

During the probationary period, the employee shall be evaluated for suitability for the position. The employee's evaluation(s) shall be signed by the employee, the Department Head and the Town Manager.

As set forth in section 1.3, during the probationary period, the employee may be terminated from employment without cause and without a right to appeal the termination decision. Additionally, if an employee who is on probation fails to meet the standards set for the position, the employee may be terminated at any time and shall have no right to appeal the termination decision.

An employee who has been promoted to a new position or who has been demoted to a lower position shall serve a six (6) month probationary period, or if applicable as determined in the employee's collective bargaining agreement.

2.8 TRANSFER OF POSITION:

A transfer of position is the change of an employee from one position to a different position of equal rank and status.

A transfer may be initiated by the employee or by a recommendation to the Town Manager by the employee's Department Head.

Except in unusual circumstances and upon advance approval by the Town Manager, an employee who is currently on probation may not seek a transfer of positions.

The Town Manager is responsible for approving the transfer of an employee to a new position.

NOTE: Notwithstanding any provision to the contrary, an employee may be transferred to a different position upon recommendation by the employee's Department Head and approval by the Town Manager.

2.9 PROMOTION TO A NEW POSITION:

The Town of Lake Park seeks to employ the most qualified applicants for the position while ensuring that current Town employees are afforded a variety of employment and promotional opportunities.

Promotion from within the Town's workforce shall be considered by the Town Manager and preference may be given to applications from existing personnel who meet the qualifications for the position.

Promotion is an upward change in classification to a position with a higher pay grade and salary range.

Except in unusual circumstances, and upon approval by the Town Manager, no employee who is on probation is eligible to seek a promotion to a new position.

NOTE: Notwithstanding any provision to the contrary, an employee may be promoted upon recommendation by the employee's Department Head and approval by the Town Manager.

NOTE: Additionally, as set forth in Section 5.21 of the Handbook, employees who are considered for promotion shall be subject to a criminal background check.

2.10 DEMOTION TO A LOWER POSITION:

A demotion to a lower position is the movement downward of an employee to a position having a lower classification and salary range. An employee whose work performance is determined to be unsatisfactory may be demoted.

Demotions may also occur at the voluntary request of the employee or as a result of a reduction in force or a reorganization of the Town's workforce.

2.11 REDUCTION IN FORCE:

A reduction in force is a decision by the Town Manager that conditions and/or circumstances exist that make it necessary to reduce the Town's workforce.

Such conditions and/or circumstances that could occasion a recommendation by the Town Manager to the Town Commission for a reduction in force may include a lack of Town funds, a decrease in work, and a reorganization of the workforce or changes in administrative priorities.

Prior to a reduction in force, the Town Manager shall submit the proposal to the Town Commission for approval.

Whenever possible, the Town Manager shall attempt to accomplish the reduction in force through reassignments or the filling of vacant positions if available.

If a reduction in force affects a department whose employees are governed by a collective bargaining agreement, the reduction in force will adhere to the provisions in the agreement.

2.12 RESIGNATION FROM EMPLOYMENT:

Town employees resigning from employment with the Town are required to submit a written resignation to the employee's Department Head at least two (2) weeks prior to their date of separation from employment.

The Department Head shall immediately submit the original of such resignation to the Human Resources Director for placement in the employee's personnel file. A copy of the resignation letter shall be provided to the Town Manager by the Human Resources Director.

Failure to provide proper written notice of resignation will subject the employee to a determination in the employee's personnel file that the employee resigned without proper notice to the Town.

An exit interview shall be scheduled by the Human Resources Director with the employee for the purpose of returning all Town property (e.g. identification card, uniforms, keys, laptop computers, etc.). The exit interview process is further described at Section 7.18 Employee Exit Interviews.

Failure to return all Town property shall result in the Town withholding the employee's final paycheck until all such property has been returned to the Human Resources Director.

SECTION 3
COMPENSATION SYSTEM

3.1 SCOPE AND PURPOSE:

This section sets forth the rules and regulations for the establishment, maintenance and administration of the compensation system applicable to the employees of the Town. All compensation changes shall be processed through the Town's Finance Department under the authority of the Town Manager to ensure compliance with the provisions of this section.

3.2 STATEMENT OF POLICY:

The Town of Lake Park is committed to providing a uniform policy governing compensation on the basis of tasks performed and in accordance with the knowledge, skills and abilities required by the position.

The Town is equally committed to providing a compensation pay plan to Town employees, which measures, recognizes and rewards employees based upon merit.

3.3 CALCULATION OF PAY RATE:

Town employees shall be compensated in accordance with the pay scales established for the positions to which the employees are assigned as governed by the regulations in the Handbook and the Town's compensation plan, and in accordance with an applicable collective bargaining agreement, if any.

The salary schedules set forth in the Pay Plan at Appendix A of this Handbook consist of all pay scales for employees of the Town and contain pay scales with minimum and maximum salary ranges for each pay scale, reflective of the competitive pay levels for comparable positions in similar public employment organizations and geographic areas.

3.4 PAY PERIODS:

The official established work week consists of a forty (40) hour, seven (7) day period.

The pay period for the Town consists of an eighty (80) hour period which includes two (2) forty (40) hour work weeks.

Paychecks are issued bi-weekly.

3.5 WORK HOURS:

The Town Manager, in consultation with Department Heads, establishes the hours of work within the work week for each department.

Employees' work hours may vary to ensure efficient delivery of Town services. Each Department Head will notify its employees of the expected hours of work and the department's work schedule.

3.6 ANNIVERSARY DATE:

An employee's anniversary date is calculated as the employee's date of hire with the Town.

3.7 INITIAL APPOINTMENT COMPENSATION:

All positions are filled at the minimum of the listed salary range of the pay scale of the classification involved unless documented and verifiable justification is provided and approved by the Town Manager prior to making the job offer.

3.8 COMPENSATION INCREASES UPON PROMOTION:

Upon promotion (i.e. an upward change of pay scale or reclassification), the employee at the discretion of the Town Manager shall receive up to a five (5) percent salary increase or the minimum of the pay scale of the promoted position, whichever is greater, unless documented justification for a greater increase is provided and is approved by the Town Manager prior to making the offer of promotion.

3.9 COMPENSATION DECREASES UPON DEMOTION:

Upon demotion (i.e. a downward change in job assignment due to an employee's unsatisfactory performance or at the voluntary request of the employee with the approval of the Town Manager), the employee's salary may be reduced by up to five (5) percent if the employee would still be in the pay scale of the demoted position or to the top of the pay scale to which the employee is being demoted, whichever is greater.

3.10 COMPENSATION UPON REASSIGNMENT OR TRANSFER:

An employee reassigned or transferred to another position in the same job classification or pay scale shall retain the same salary as before the change of position. An employee reassigned or transferred to another position in a lower job classification shall return to the same salary as before the change of position.

3.11 COMPENSATION FOR ACTING STATUS:

Upon advance approval by the Town Manager, if a position becomes vacant, and the duties of that position are temporarily assigned to a Town employee for a period of more than one (1) work week, that employee shall receive up to a five (5) percent differential, retroactively, until the date the position is filled.

NOTE: A union employee who is working out of classification shall be compensated as set forth in the collective bargaining agreement.

3.12 MERIT PAY:

A full-time employee's annual rate of salary increase shall be earned on the basis of merit, within the Town prescribed allowable range of zero (0) to five (5) percent annually, unless specifically prescribed otherwise in an applicable collective bargaining agreement or restricted by budgetary constraints.

3.13 COMPENSATION FOR PART-TIME/HOURLY EMPLOYEES:

Employees filling a position on a part-time basis shall be compensated at the minimum hourly rate of the pay scale assigned to the position being filled, unless otherwise agreed to and approved by the Town Manager.

3.14 EFFECTIVE DATE OF SALARY CHANGES:

The effective date of all salary changes requiring Town Commission approval shall be the date of Town Commission action, unless a different effective date is specified and approved by the Town Commission.

3.15 OVER-TIME PAY RATE:

Overtime pay shall be paid to non-exempt employees and employees covered by a collective bargaining agreement in accordance with the applicable agreement, if any, and as provided by Town policy.

Overtime shall be authorized and approved in advance by the applicable Department Head and approved by the Town Manager only in instances necessary to ensure the efficient operation of Town business.

Overtime shall be paid only to employees who during the applicable pay period remain in an active pay status (i.e., no leave without pay) and have worked in excess of a forty (40) hour work week.

Time worked for the purposes of calculating overtime shall include holidays and all approved vacation, sick and personal leave, bereavement, funeral leave and jury duty. The rate of pay for overtime worked is time and a half pay or as stated in the applicable collective bargaining agreement, if any. Upon approval by the appropriate Department Head and the Town Manager, employees may elect to accumulate compensatory time, at the rate of one-and-one-half hour for each hour of overtime worked as provided in Section 3.16.

NOTE: Managerial Exempt Department Heads, Assistant Department Heads and other specifically designated positions who serve at the pleasure of the Town Manager are not entitled to overtime pay.

3.16 COMPENSATORY PAY:

Compensatory pay is earned when non-exempt employees request time-off in lieu of overtime pay. Compensatory time may not be earned unless it is pre-approved and authorized by the appropriate Department Head.

Compensatory pay shall be calculated in the same manner as over-time pay and shall be paid at the same rate (i.e. time and a half) or as stated in the applicable collective bargaining agreement, if any.

Compensatory time earned and used shall be reported on the weekly timesheets and shall be tracked by the Finance Department.

In no event may an employee be permitted to accrue more than twenty four (24) hours of compensatory time and such compensatory time must be used prior to using vacation leave.

The Town specifically reserves the right to cash out compensatory time as it deems necessary.

3.17 LONGEVITY PAY:

Town employees shall receive salary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

$500.00 shall be awarded to the employee at the completion of five (5) years of full-time service with the Town.

At the end of ten (10) years of full-time service with the Town, the employee shall receive $1,000.00 in longevity pay.

Employees who reach fifteen (15) years of full-time service with the Town shall receive $1,500.00 in longevity pay.

Upon reaching twenty (20) years of full-time service with the Town, the employee shall receive $2,000.00 in longevity pay.

Employees who reach twenty five (25) years of full-time service with the Town shall receive $2,500.00 in longevity pay.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town.

3.18 EMERGENCY COMPENSATION:

The Town has authorized the Town Manager to declare, partially activate or de-activate a state of emergency for Town employees due to the existence of an emergency and to establish a policy for the cancellation of annual leave and an emergency pay plan for use during an emergency declaration.

Immediately upon the declaration of an emergency, all vacation leave shall be cancelled and shall thereafter be granted only after advance written permission has been approved by the Town Manager upon the recommendation of the Department Head.

Vacation leave for Department Heads and those employees deemed to perform essential Town functions shall be granted only under extenuating circumstances.

During a declared emergency and during regular working hours, exempt and non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Non-exempt employees who are designated to work during the emergency will be paid at two (2) times their regular rate of pay during the emergency period. All hours paid during the period of declared emergency may be paid on a separate payroll. Exempt employees required to work shall be paid their regular salary and may be additionally compensated as determined by the Town Manager.

3.19 ADMINISTRATIVE LEAVE:

Managerial exempt employees from time to time may be provided with administrative leave in the form of time off whenever the Town Manager determines that the employee has worked far in excess of their normal work hours and in furtherance of Town business for the efficient and orderly operation of Town services.

Such leave shall be awarded only to managerial exempt employees who have demonstrated a commitment to perform in an exemplary fashion for the benefit of the Town on a consistent basis and shall not be construed as an entitlement to overtime or a condition of employment.

SECTION 4
PERFORMANCE EVALUATION SYSTEM

4.1 SCOPE AND PURPOSE:

This section sets forth the rules, regulations and procedures for the establishment, maintenance and administration of the Town's Performance Evaluation System applicable for employees of the Town of Lake Park.

4.2 STATEMENT OF POLICY:

The Town's Performance Evaluation System was developed under Town direction as an aid to improving the performance of employees of the Town and as a basis for the Town's Merit Pay Plan as set forth in Section 4.7 of the Handbook.

The Performance Evaluation System is comprised of major components which highlight overall job functions as related to job duties and responsibilities, worksite target, goals and objectives and job performance.

The Town created through its Performance Evaluation System job performance standards that serve as the basic core model of the evaluation instrument and system.

All employee evaluations shall be recorded on the Town's Performance Evaluation Form which is set forth in **Appendix C** of the Handbook and is an official document of the Town.

Completed evaluations shall be maintained in the employee's personnel file in accordance with Florida law.

4.3 ADMINISTRATION OF THE PLAN:

Maintenance of the Town's Performance Evaluation System and the Merit Pay Plan as set forth in Section 4.7 of this Handbook is the responsibility of the Town Manager.

Components of the Plan may be revised by approval of the Town Manager and the pay structure may be revised by Town Commission approval.

4.4 STANDARDS OF PERFORMANCE:

The standards of performance as set forth in the employee evaluation instruments serve as a major component in evaluating employee performance.

These performance standards and evaluation instruments shall be reviewed and revised as appropriate by the Human Resources Director and the Town Manager in order to accurately reflect the overall mission of the Town while achieving the goals and objectives of the departments within the overall organization.

4.5 PURPOSE OF EVALUATIONS:

The evaluations are used to measure employee performance and to determine pay increase amounts.

Department Heads and supervisors have the responsibility of evaluating employees in a timely manner, by the end of the employee's evaluation period and correcting observed performance deficiencies.

Employees shall be expected to sign their evaluations and may submit written comments on their evaluations for inclusion in their personnel file. Current year evaluations are confidential and are exempt from disclosure as public records for one year. Thereafter, they are open for inspection in accordance with Chapter 119, Florida Statutes.

4.6 ANNUAL PERFORMANCE PLANNING:

Annual performance planning is done in cooperation with the Town's Department Heads and within the context of the mission of the Town.

The purpose of performance planning is to clarify the organizational relationship of the employee to the Town's mission and to ensure the employee's understanding of the importance of the employee's relationship to the overall accomplishment of the quality of service for the residents of the Town.

Performance planning focuses upon and factors in major job targets which reflect worksite needs and objectives, organizational and departmental concerns, recommendations from previous years and an understanding of employee standards.

4.7 EMPLOYEE PERFORMANCE EVALUATIONS AND MERIT PAY PLAN:

Formal employee performance evaluations shall be conducted at established intervals during an employee's tenure of employment with the Town.

The purpose of the evaluation shall be to formally assess the employee's performance over a designated period of time and to provide an opportunity for the immediate supervisor and the employee to discuss aspects of the employee's job duties and responsibilities within the context of furthering the Town's mission.

Salary adjustments are based upon the employee's evaluation as set forth in the Handbook.

No merit increase will be awarded to any employee who does not meet the minimum standard score of "meets expectations" (i.e., 2.0) on the employee's performance evaluation.

In the event that any area of the employee's evaluation is below expectations or needs improvement, the Department Head upon approval by the Town Manager shall defer the merit increase until such time as the area is determined to be improved. Such merit increase shall not be retroactive.

Except as otherwise provided in an applicable collective bargaining agreement, an employee's annual salary increase shall be awarded based upon the following scale:

TOTAL RATING FACTOR	PERCENT MERIT INCREASE
0 to 1.9	0 percent
2.0 to 2.5	2 percent
2.6 to 3.0	3 percent
3.1 to 3.5	4 percent
3.6 to 4.0	5 percent

Rating Factor Definitions:

Rating 4 EXCELLENT – Job performance that consistently achieves and exceeds the expectations of the job.

Rating 3 ABOVE EXPECTATIONS – Job performance that routinely is above the expectations of the job.

Rating 2 MEETS EXPECTATIONS – Job performance that routinely meets the expectations of the job.

Rating 1 NEEDS IMPROVEMENT – Job performance that needs improvement in meeting the expectations of the job.

Rating 0 BELOW EXPECTATIONS – Job performance that routinely falls below the minimum expectations and requirements of the job.

4.8 REASONS FOR EVALUATIONS:

Employee performance evaluations shall be done upon the completion of an employee's probationary period for new hires, promotions and demotions; upon the completion of each year's service as an annual evaluation; and when deemed appropriate for other reasons. Part-time employees shall be evaluated prior to their anniversary date and thereafter on an annual basis. Intermittent employees and temporary employees shall generally not be evaluated due to the finite nature of their employment with the Town.

Other reasons for an employee's performance to be evaluated include a decline in the employee's performance, a significant change in job duties, a change in supervision or any other reason upon appropriate documentation setting forth the need for an evaluation.

4.9 ANNUAL PERFORMANCE EVALUATION:

Each year prior to the employee's anniversary date, the employee shall be annually evaluated in accordance with the provisions of the Handbook and/or as set forth in an applicable collective bargaining agreement, if any.

An official Town evaluation form shall be completed for each Town employee by the employee's appropriate supervisor and shall be retained in the employee's personnel file in accordance with law and Town policy.

The annual evaluation shall be reviewed by the next level manager and presented to the Town Manager for review. The evaluation shall then be presented to the employee for discussion and signature.

If the employee's performance needs improvement, or is below expectations, the immediate supervisor shall provide counseling and documentation with the goal in mind of improving the employee's job performance.

Salary increases shall be requested, as appropriate, by the immediate supervisor and shall be based on performance reviews and available funds.

The Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4.7 of the Handbook.

SECTION 5
EMPLOYMENT STANDARDS AND PROCEDURES

5.1 SCOPE AND PURPOSE:

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employment Standards and Procedures applicable to all Town personnel.

5.2 STATEMENT OF POLICY:

All employees of the Town are representatives of the Town of Lake Park. As such, the Town's employees are expected to conduct themselves, both in their employment and in the community, in a manner that will reflect credit upon themselves and the Town.

Compliance with the Employment Standards and Procedures provisions set forth in this section of the Handbook is a term and condition of employment with the Town.

5.3 DRESS CODE:

Proper grooming and attire have a positive impact on the Town's image.

Employees of the Town shall maintain appropriate grooming and attire standards, which bear a reasonable relationship to the employees' work and job position.

Clothing worn by Town personnel shall be neat, clean and shall not detract from the Town's image or be a distraction to other Town employees.

Administrative office employees shall be dressed in an appropriate and professional manner consistent with these standards and as set forth by Town management.

Uniformed staff shall dress in a manner consistent with the standards set forth by Town management and/or as delineated in an applicable collective bargaining agreement, if any.

5.4 IDENTIFICATION CARD POLICY:

Town employees are required to wear or be in possession while on duty of the Town-issued photo identification card which is issued to them upon their initial hiring. Employees are personally and directly responsible for such identification cards. Any employee who loses an identification card must immediately report such loss to the Human Resources Director, and such employee shall be charged an appropriate replacement cost.

5.5 TIME CARD POLICY:

For Town departments that utilize time clocks, employees are required to punch in at the time they are actually scheduled to start work at the beginning of the workday, and to punch out at their actual quitting time at the end of the workday. Additionally, employees are required to punch in and out at the beginning and end of their scheduled meal breaks and rest periods.

Employees are not permitted to punch another employee's time card.

Employee are specifically required and expected to be prompt in their arrival to work and in returning from authorized breaks and meal periods, and to work all scheduled work hours. Failure to meet this requirement shall be grounds for disciplinary action as set forth in Section 7 Employee Rights and Disciplinary Procedures or if applicable as set forth in the employee's collective bargaining agreement. However, for purposes of calculating time, the following criteria shall be used:

All time shall be rounded to the nearest quarter hour.

For each quarter hour, if an employee is eight minutes or more late they will be docked for the entire quarter hour. Additionally, when an employee is authorized to work overtime, for each quarter hour, eight minutes or more shall entitle that employee to the entire quarter hour of pay.

5.6 LUNCH BREAKS:

All employees of the Town shall have a duty free lunch period provided in the employee's daily work schedule.

The employee's Department Head or immediate supervisor shall set the schedule for employee lunch breaks in a manner that ensures that Town services and functions will be covered without interruption during the workday.

Except as expressly approved otherwise by the appropriate Department Head, no individual lunch periods may exceed one (1) hour.

5.7 PERSONAL PHONE CALLS:

Employees are expected to devote their full attention to the employee's work assignments and duties throughout the workday devoid of personal interruptions and/or telephone calls.

Personal telephone calls, including responses to cell phones, pagers or any other communication device, shall be made during the employee's designated break time in a manner that does not interrupt Town business or distract other Town personnel.

In the event of a family or personal emergency, Town employees are expected to inform their immediate supervisor of the need to interrupt their workday to attend to the employee's personal business and to obtain the appropriate authorization from the supervisor to do so.

5.8 COMPUTER INFORMATION SYSTEMS AND TOWN CELL PHONE USAGE:

Computer Information Systems:

The Town ensures that employees of the Town have access to computer information systems necessary for the proper performance of their job duties and assignments.

The use of the Town's computer information systems, including employee's access to the Internet, is strictly intended for Town business and work-related purposes and shall not be used for an employee's personal use or business purpose.

Access to the Town's computer information systems is limited to authorized users, who, as a condition of employment, agree to be bound by Town policy for the appropriate use of the Town's computer information systems.

The Town's computer information systems may be used solely for lawful, proper and authorized purposes. Any improper, unauthorized or unlawful use shall be reported to the appropriate authorities and will be investigated accordingly.

Town employees have no right of personal privacy in any matter stored in, created, received or sent over the Town's computer information systems.

The Town expressly reserves the right to monitor, without notice, or reason, all information in whatever form on the Town's computer information systems. This specifically includes, without limitation, an employee's email, messages and/or other documents, regardless of system location or content.

Employees shall utilize and maintain software on Town computers that is properly licensed by the software manufacturer and approved by the Chief Information Technology Officer.

Personal software such as utilities or screen savers is discouraged and must be approved for individual employee use by the Chief Information Technology Officer. Likewise, software relating to Town business shall be downloaded or installed only after it has been approved by the Chief Information Technology Officer.

Data in the Town's computer information systems are subject to Public Record Laws and shall be retained in accordance with the appropriate retention schedule and as provided by law.

Town employees are expected to comply with the computer information systems' provisions set forth in the Handbook and are expected to report promptly any violations of these provisions.

Failure to abide by the Town's computer information systems' policy and procedures shall be grounds for disciplinary action, up to and including termination of employment with the Town.

Town Cell Phone Usage:

Employees of the Town who are provided cell phones or stipends to use their personal phones for Town business shall adhere to all rules and regulations issued by the Town as set forth in the Town of Lake Park Cellular Phones and Mobile Communication Devices Policy which is set forth at **Appendix D** of this Handbook, and shall recognize and understand that Town cell phone usage is not intended for an employee's personal use during working hours or use not related to Town business.

Frequent and/or lengthy personal phone calls from Town phones are expressly prohibited.

When driving a Town vehicle, the use of cellular phones shall be used with a hands-free device to ensure the promotion of safety practices and accident prevention.

5.9 USE OF TOWN VEHICLES:

Town vehicles shall be used only in the furtherance of official Town business, except as expressly set forth in the Handbook and/or the Town's Motor Vehicle Policy which is set forth at **Appendix E**.

Town employees assigned or authorized to operate or use a Town vehicle shall abide by the Town's Motor Vehicle Policy.

Town vehicles may be used for transportation to and from an employee's residence when the vehicle is assigned to an employee on a full-time basis or when the employee is officially "on-call" emergency duty, or when, on a temporary basis, the employee in writing is assigned the vehicle directly by the Department Head or the Town Manager.

Only an employee assigned a Town vehicle or designated to operate a Town vehicle may do so. Such employee must be eighteen (18) years of age or older and must currently possess a valid Florida Driver's License for the type of vehicle assigned.

All Town employees whose job requires them to operate a Town vehicle is under an affirmative duty to immediately report to their supervisor any restriction on their driver's license (i.e., suspension, revocation, expiration, etc.) Under no circumstances shall a Town employee, whose license has been suspended, cancelled, revoked or expired, operate a Town vehicle.

An employee may not continue to work for the Town if driving is considered a minimum requirement of the employee's job and said employee cannot or does not hold a current, valid Florida Driver's License with appropriate class designation for the type of vehicle required for the job.

Employees are required to inform the Department Head/supervisor immediately of any property damage incidents or moving violations involving Town vehicles to which they are assigned, regardless of whether a citation is issued.

All accidents, no matter how minor or inconsequential, shall be reported immediately to the employee's immediate supervisor or Department Head, appropriate law enforcement entity and to the Human Resources Director for insurance and risk management purposes.

5.10 CONFLICT OF INTEREST:

Town employees are governed by the statutory provisions contained in the "Code of Ethics for Public Officers and Employees", Chapter 112, Florida Statutes (Code of Ethics). As such, Town employees are required to comply with the provisions of the Code of Ethics.

Such adherence to the Code of Ethics diminishes the appearance of impropriety and the perception of undue influence upon the business functions of the Town.

No Town employee shall corruptly use or attempt to use his or her official position or perform his or her official duties to secure a special privilege, benefit or exemption for himself, herself, or others.

Whenever a business dealing or other transaction may be considered a conflict of interest between the employee and the Town, the employee shall notify in writing the Town Manager through the appropriate Department Head of the potential conflict of interest in advance of undertaking the business deal or transaction.

5.11 ACCEPTING GIFTS AND GRATUITIES:

Town employees are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based upon an understanding that their official action or judgment would be influenced by such gift.

The taking of tips for the performance of services is expressly prohibited.

Employees are expressly prohibited from utilizing their position or employment with the Town to obtain any item for personal use or gain (such as discounts toward the purchase of items or services for personal use) .

Soliciting gifts, entertainment, services or anything else of value is grounds for termination of employment with the Town.

Employees shall exercise good judgment in their dealing with vendors and firms doing business with or interested in doing business with the Town.

Any acceptance of a gift, favor, or item of value from any person, firm or entity which has business dealings or interests with the Town shall be reported to the Town Manager immediately in writing though the appropriate Department Head.

5.12 OUTSIDE/DUAL EMPLOYMENT:

The work of the Town shall take precedence over any other occupation or interests of a Town's employee.

All outside employment for salary, wages or commissions and all self-employment shall be reported in writing to the Town Manager through the appropriate Department Head for the Town Manager's approval in advance of outside/dual employment by utilizing the Dual Enrollment Authorization Form.

Each change in outside/dual employment shall require separate reporting and approval in advance of undertaking the employment.

Approval shall not be granted when the dual employment conflicts or interferes, or is likely to conflict or interfere, with the employee's or any other employee's service to the Town; when the dual employment lowers the efficiency of the employee; and/or when dual employment is incompatible with or creates a conflict of interest in an employee's official duties with the Town.

In each and every instance of an approval of an employee's dual employment, said dual employment shall be completely separated from Town duties and shall not utilize Town property or resources.

5.13 EMPLOYMENT OF RELATIVES/ANTI-NEPOTISM:

No public official, Town Manager, Department Head or supervisor of the Town may hire, appoint, promote or otherwise advance the employment status of a relative nor may they advocate such action for said relative.

For purposes of this section, relative shall be defined to include spouse, daughter, son, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, uncle, aunt, first cousin, nephew, niece, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half brother or half sister, or any other relative living in the same household.

Town employees who are members of the same immediate family may be employed in the same department or in the Town provided that one immediate family member (i.e., relative) may not supervise or authorize payroll for another relative at any time.

5.14 STATEMENT OF FINANCIAL INTERESTS:

Florida law requires that all appointed officials or public employees (i.e.,. local officers/employees) who serve as Town Manager, Assistant Town Manager, Community Development Director, Building Code Inspector, Public Works Director, Town Clerk, and Finance Director, as well as Mayor and Town Commissioners file a statement of Financial Interests by July 1st following each calendar year in which they hold their positions.

5.15 POLITICAL ACTIVITY:

The Town recognizes and encourages the rights of its employees, as citizens, to engage in political activity, with the following restrictions:

No employee shall, in the furtherance of any candidacy for nomination or election to public office in any election, provide campaign services to the candidate during the employee's working hours.

No employee shall use his/her official authority or influence for the purpose of coercing or influencing another person's vote.

Activity prohibited under this section includes, but is not limited to, the following:

- using Town email servers and individual email accounts for political purposes;
- campaigning during official work hours or otherwise attempting to influence votes when the Town is being used as a voting precinct on an election day; and/or
- directly or indirectly or expressly using staff to communicate political messages to members of the community.

No employee shall directly or indirectly coerce or attempt to coerce, command or advise any other employee to contribute any money or anything else of value to any party, committee, organization, agency or person for political purposes. However, nothing in this paragraph shall prohibit an employee from suggesting to another employee in a non-coercive manner that he or she may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes.

No employee shall make or solicit or knowingly accept any campaign contribution in a building owned by the Town. This subsection shall not apply when a Town-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund-raiser and the employee is in attendance at such campaign fund raiser outside of working hours.

No employee, in the furtherance of his/her candidacy for nomination or election to public office in any election shall use any Town-owned motor vehicle solely for the purpose of furthering his/her candidacy.

Use of Town email servers and individual Town-provided email accounts for the purpose of distributing political communications of any nature constitutes an inappropriate and unacceptable use.

No employee shall use any Town property for political purposes, including influencing an election.

Nothing in this section shall be construed to limit an employee's right to engage in political activity as set forth in §104.31, Florida Statutes.

5.16 NON-SOLICITATION:

The Town is legally charged by law and mission to promote the efficiency of Town services to its residents and members of the public. As such, the Town must adhere to certain guidelines in the furtherance of its mission.

Solicitation or distribution of literature in areas of Town property, which is not open to the public, is strictly prohibited.

Further, solicitation or distribution of literature by the public is prohibited where such activities disrupt, interfere, or otherwise substantially impair Town operations.

This includes all vendors and sales people who are attempting to sell goods or services to Town employees during work hours.

Unauthorized solicitation or distribution of non-work related literature by Town employees on Town property is prohibited.

5.17 TRAVEL AND SUBSISTENCE ALLOWANCE:

The Town pays for or reimburses the costs of certain meeting and travel expenses for Town employees who incur such qualified expenses in the course of their employment with or service to the Town.

In order to be reimbursable, these expenses must be incurred in the furtherance of official Town business or attendance at professional meetings, conferences, seminars or training sessions which promote job knowledge.

No payment or reimbursement shall be made unless prior authorization is obtained in advance of the expenditure. Authorization shall be made by the Town Manager through the employee's Department Head.

Such reimbursements are subject to Town budget limitations and must be in compliance with applicable laws and Town rules, regulations and policies and as set forth in the Town's Travel Policy which is set forth at **Appendix F**.

5.18 INTERVIEW EXPENSES:

In certain limited circumstances, the Town may provide reimbursement for interview expenses to applicants being considered for managerial exempt positions (i.e. Department Heads and above).

In order to receive travel expense reimbursement, prior written authorization by the Town Manager is necessary.

In no event shall reimbursement exceed twenty-five hundred dollars ($2,500.00) and shall be payable only upon proof of expenditures occasioned by the interview.

The rate of payable reimbursement shall be the same as the established rate for Town employee travel reimbursement and as provided by law.

5.19 MOVING EXPENSE:

In certain limited circumstances, the Town may provide reimbursement for moving expenses to newly hired managerial exempt employees.

In order to receive moving expense reimbursement, the employee shall submit three (3) quotes from moving vendors in order to obtain approval and written authorization by the Town Manager.

In no event shall reimbursement exceed five thousand dollars ($5,000.00) and shall be payable through payroll only upon proof of actual expenditures occasioned by the move.

5.20 EMPLOYEE DUTY TO NOTIFY EMPLOYER:

The Town anticipates and requires its employees to keep accurate information relevant to an employee's job status updated with the Town.

Employees are required to immediately notify the Town of all changes which may impact their job status including but not limited to notifying the Human Resources Director of all arrests, license suspension or revocation (if required for the employee's job), current contact information (i.e. current address and phone contact information) and any other such information.

5.21 TOWN'S RIGHT TO PERFORM PERIODIC CRIMINAL BACKGROUND CHECKS:

The Town is committed to ensuring that its workforce adheres to all required laws. As such, the Town may in its discretion periodically update an employee's criminal history background. Employees who are considered for promotion shall be subject to a criminal background check.

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SECTION 6
EMPLOYEE BENEFITS

6.1 SCOPE AND PURPOSE:

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employee Benefits applicable to all personnel in the Town of Lake Park.

6.2 STATEMENT OF POLICY:

The Town of Lake Park is committed to providing the best possible employee benefits package to Town employees permitted by and feasible with the budget and the changing economic times.

All eligible employees of the Town shall receive employee benefits consistent with the Town's policy, the current contracts with the Town's benefits providers, and in accordance with applicable state and federal laws and applicable collective bargaining agreements, if any.

Town benefit plans shall be renegotiated from time to time and may undergo changes and modifications at those times based upon full consideration of marketplace and budgetary factors.

6.3 SOCIAL SECURITY BENEFITS:

The Town participates in the Social Security program, deducting that portion of the employee's salary as required by law for purposes of ensuring the applicability of employee participation and coverage.

6.4 HEALTH INSURANCE BENEFITS:

The Town provides health insurance coverage for all of its full-time employees consistent with Town policy.

Specific health insurance carriers may change from time to time in order to ensure that the Town be able to obtain competitive and reasonable rates for its employees.

The Town shall pay to the extent financially feasible for the full cost of each full-time employee's health insurance and may pay a set amount to be utilized for the employee's dependent care coverage.

Employees desiring dependent care coverage shall be responsible for paying their portion of dependent health care coverage not provided by the Town.

Employees who are separated from employment with the Town through termination or resignation are eligible to apply for COBRA coverage as provided by law and may be eligible for additional insurance assistance as provided in the American Recovery and Reinvestment Act of 2009 (ARRA). The Human Resources Director is charged with notification of COBRA and ARRA coverage to eligible employees.

6.5 DENTAL AND VISION INSURANCE:

The Town shall pay to the extent financially feasible dental and vision care coverage for all of its full-time employees consistent with Town policy.

In the event that the Town elects not to pay a portion of dental and/or vision care insurance for its employees, those employees may obtain dental and vision care coverage at the employee's expense through the Town's plan.

Employees desiring dental and/or vision care coverage for their dependents may elect to obtain coverage at the employee's expense through the Town's plan.

6.6 LIFE INSURANCE:

All full-time employees are provided with a designated amount of life insurance consistent with Town policy.

Employees desiring increased life insurance coverage may obtain coverage at the employee's expense.

6.7 PENSION AND DEFERRED COMPENSATION PLANS:

The Town shall obtain and make available to its full-time employees who work at least one thousand (1,000) hours per fiscal year a pension plan and a deferred compensation plan in which its employees may participate.

Details of the Town's Pension and Deferred Compensation Plans shall be made available in the Human Resources Department.

6.8 DISABILITY INSURANCE:

The Town to the extent financially feasible, provides short and long term disability insurance coverage for its full-time employees consistent with Town policy.

Details of the Town's disability insurance coverage shall be made available in the Human Resources Department.

6.9 VACATION, SICK AND PERSONAL LEAVE:

All full-time employees earn vacation, sick and personal leave in accordance with Town policy or an applicable collective bargaining agreement, if any.

Leave is earned from the commencement of full-time employment status.

Vacation Leave:

All full-time employees shall earn vacation leave on an annual basis based upon their years of employment with the Town as follows:

0 to 5 years of employment	5 hours per pay period (16 days annually)
6 to 10 years of employment	6 hours per pay period (19.5 days annually)
10+ years of employment	8 hours per pay period (26 days annually)

Employees are encouraged to use at least five (5) vacation leave days per calendar year for purpose of vacation.

Employees can accrue up to 480 hours of vacation leave for a total of 60 days at a payment of 100 percent on a use it or lose it basis. Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30) days of vacation leave. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination of employment.

An employee seeking to use his or her vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive workdays must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this section.

An employee may take all of his or her accrued vacation leave for purposes of vacation and/or personal matters up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Employees new to the Town who are still on probation shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town unless justified by the employee and approved by the employee's supervisor and Department Head.

Sick Leave:

All full-time employees shall accrue sick leave at the rate of 1.56 hours per pay period, or five (5) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Sick leave may be used as a result of sickness or illness of the employee or of a member of the employee's immediate family as defined at subparagraph 4 below. Sick leave may also be used for the employee to attend to health-related appointments for which arrangements could not be made outside of the employee's regular hours of duty for the employee or the employee's immediate family member.

Sick leave shall continue to accrue during periods of authorized absence during which the employee is in an active pay status.

Upon voluntary separation of employment with the Town, employees shall be paid terminal pay of such sick leave in accordance with the Town's Terminal Pay policy set forth in Section 8 Town Policies of this Handbook.

NOTE: Upon adoption of this Handbook, all current employees shall have a one time option to convert up to 120 hours (15 workdays) of their annual leave bank to sick leave.

To be granted sick leave with pay, the following procedures must be strictly adhered to:

1. The employee shall notify the Department Head or supervisor not later that one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.

2. If an employee becomes ill while at work and must leave, the employee must report his illness to his supervisor or Department Head in order to record the date and time of his departure.

3. Sick leave shall not be authorized prior to the time it is earned and credited to the employee.

4. Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave, shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.

5. Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.

6. Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

Personal Leave:

Employees may use three (3) days of sick leave per fiscal year designated as personal leave.

Personal leave, while deducted from an employee's annual sick leave accrual, may be used for any reason.

Employees seeking to use personal leave must provide notification in accordance with departmental procedures prior to the beginning of the employee's workday.

6.10 MAJOR ILLNESS LEAVE:

Paid major illness leave is available for employees who need to be off work for an extended period due to their own major illness or injury. A major illness is defined generally as an illness or injury requiring hospital treatment and enforced recuperation under a doctor's orders in excess of ten (10) workdays.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits**.

Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Employees requesting the use of major illness leave must submit a Physician Certificate documenting the illness. Upon return from major illness, a doctor's statement of "fitness for duty" shall be required in order to return to work.

All available paid sick leave (including major illness leave), then all available paid vacation time, must be used concurrently from the first day of any Family Medical Leave.

Employees must use sick leave for the first ten (10) workdays of the documented major illness. Should the employee not have sufficient sick leave to cover the first ten (10) workdays of the documented illness, the employee shall be paid the amount of sick leave that is available and will not receive any payment until after the tenth (10th) working day of the documented illness at which time the employee shall be paid using major illness leave that is available at the prevailing rate.

Employees that become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use major illness leave and/or sick leave to supplement the short-term and long-term disability.

NOTE: One-half of each employee's major illness leave accrual as of the date of the adoption by the Town Commission of the Handbook shall be converted to sick leave.

6.11 SICK LEAVE DONATION PROGRAM:

The Town of Lake Park recognizes and values the contribution and dedication of its employees and desires that Town employees who have non-work related major illnesses or injuries have access to use of a sick leave donation program.

Eligible employees must first have exhausted their vacation, sick/personal leave, including major illness leave, and must be in an authorized leave without pay status prior to requesting the use of sick leave from the donation program.

An eligible employee may request sick leave from the program by submitting a written request for paid sick leave from the donation program to the Town's Human Resources Director. The written request must be on the Town's Sick Leave Donation Request Form and shall include a note from the employee's physician certifying that the employee has a non-work related major illness or injury, the anticipated length of time necessary for the employee to recover and return to work and a release authorization signed by the employee that the Town may call the physician to determine eligibility and recovery information.

Upon receipt of necessary documentation, the Human Resources Director shall submit the request to the Town Manager for approval. In reviewing the request, consideration will include the requesting employee's leave history, as well as the severity of the illness/injury.

Donated time will be given to the requesting employee on a hour-for-hour exchange between the requesting employee and the donor employee.

The Human Resources Director and the Finance Department Director shall be notified of the employee's return to work and/or any major changes in the employee's medical condition.

If approved, the Town Manager shall send out a letter and Sick Leave Donation forms to the Town's employees notifying them of the request for the donation of sick leave from the requesting employee.

To be eligible to donate sick leave, employees must have a sick leave balance of at least eighty (80) hours, ten (10) workdays, of which a maximum of forty (40) hours, five (5) workdays, may be donated.

In the event a number of employees desire to donate their accrued sick leave to the requesting employee, each donor employee will, to the extent possible, have the same number of hours deducted from among the group of donating employees.

In no event will the sick leave donation continue beyond the first day of eligibility for short-term disability by the requesting employee.

6.12 LEAVE OF ABSENCE WITHOUT PAY:

Regular full-time employees are eligible for leave without pay; however, all requests for this type of leave shall be reviewed on a case-by-case basis and must be approved in advance by the Department Head and the Town Manager.

Requests for leave without pay shall be made in writing by the employee to the employee's Department Head for submittal to and approval by the Town Manager.

Except in unusual circumstances, all (vacation, sick and personal) leave must be exhausted before leave without pay is approved and authorized.

Vacation and sick leave without pay shall not exceed three (3) months unless the Town Manager provides advance written approval of such an extension not to exceed an additional three (3) months.

Vacation and sick leave benefits shall not be earned during extended leave without pay. Those employees who are approved for an extension shall pay the entire amount of health, dental and vision insurance for themselves and any dependents.

When returning to work, the employee shall, to the extent feasible, be re-instated to the former position or one of equal status and pay, if available, and may be required to present a physician's certification of fitness for duty.

6.13 BEREAVEMENT LEAVE:

Full-time employees are entitled to three (3) days of bereavement leave in the event of the death of an immediate family member and shall request such leave through their immediate supervisor or Department Head.

The immediate family shall consist of parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage, adoption or legal guardianship.

Bereavement leave shall not exceed three (3) days. However, in the event that the funeral is held in a state other than Florida, an additional two (2) days may be granted at the discretion of the Department Head.

6.14 LEAVE TO ATTEND FUNERALS:

Full-time employees may take time off to attend funerals by utilizing personal leave in accordance with Town policy.

6.15 TOWN APPROVED HOLIDAYS:

The Town provides twelve (12) paid holidays per year for all full-time employees:

New Year's Day
Martin Luther King Day
Spring Holiday (as set forth in the annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Employee's Birthday*
Floating Holiday of Employee's Choice*

Generally, in the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through September 30). The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. The employee's Birthday Holiday must be taken within a twelve-month period immediately following the employee's birthday.

6.16 HOLIDAY PAY:

All regular full-time employees of the Town are eligible to receive holiday pay in accordance with Town procedures. To receive this benefit, an employee must be at work or on a paid approved leave the day before and the day after the scheduled holiday.

Holiday pay shall be paid at the employee's regular rate of pay for a maximum of eight (8) hours of pay.

When a non-exempt employee is required to work on a Town approved paid holiday, the employee's rate of pay will be calculated as overtime pay for each hour actually worked in addition to eight (8) hours holiday pay.

6.17 JURY DUTY:

Regular full-time employees called for jury duty are entitled to civil leave with pay for the period of absence required for court attendance.

Civil Jury Leave shall not be charged to any leave balances.

The employee, if excused from jury duty, shall return to work immediately except that employees released from jury duty on or after 2:00 p.m. shall not be required to report to work until the next working day.

Employees shall be entitled to all fees received as a juror.

6.18 OFFICIAL COURT ATTENDANCE:

Regular full-time employees who are subpoenaed or ordered to appear as a witness for a deposition or other legal proceeding or to testify at trial or other legal proceeding in an official capacity on behalf of the Town, state or federal government shall be entitled to leave with pay for such period as the employee's court attendance is required.

Such leave shall not be charged against any leave balances and mileage may be reimbursed if the employee uses his or her personal vehicle for transport.

Employee participation in any litigation not associated with their employment with the Town, which requires that the employee be absent from work shall use either personal leave or vacation leave in accordance with Town policy.

6.19 MILITARY LEAVE:

In accordance with applicable laws, Town employees who are members of the military or any reserve unit of the United States Armed Services shall be entitled to military leave without loss of pay or other benefits for up to seventeen (17) workdays in any calendar year so they may participate in annual training or other such duties ordered by the appropriate authority.

Employees of the Town who are summoned to active service shall be granted a military leave of absence from their positions and shall be entitled to full pay for the first thirty (30) days of leave. The remainder of any such leave shall be without pay.

The employee requesting military leave shall be required to provide the Town with a copy of the military orders requiring service, the dates of the required service and any other pertinent information as required by Town policy. All requests for military leave shall be made in writing to the Town's Human Resources Director.

6.20 COLLEGE TUITION REIMBURSEMENT:

The Town may reimburse its employees for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee agrees in writing to remain in the Town's employment for two years (24 months) following completion of the last reimbursed course.

The Town reserves the right to modify or eliminate its tuition reimbursement program in the event of financial hardship or insufficiency of Town funds.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement, the employee seeking to participate in the Town's tuition reimbursement program must do the following: (1) obtain the approval of the appropriate Department Head and the Town Manager prior to beginning the course; (2) pay for the course; (3) submit proof of payment or delayed payment from the accredited school to be paid not later than thirty (30) days after submission of grades; (4) and submit documentation of the grade received.

Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

NOTE: Payments for educational credits for union employees shall be done in accordance with the collective bargaining agreement.

6.21 WORKERS' COMPENSATION:

Town employees are eligible for workers' compensation benefits in accordance with state law, Town policy as set forth in the Town's illness in the line of duty policy as set forth in this Handbook at Section 8.11 and applicable collective bargaining agreements, if any.

Employees involved in an accident who sustain an injury or illness arising from and in the course of employment must notify their respective supervisor immediately.

The immediate supervisor or Department Head shall immediately notify the Human Resources Director for insurance and risk management purposes, and for purposes of requiring that the employee obtain a post-accident drug test. The Human Resources Director shall report the injury to the Town's workers' compensation carrier.

6.22 UNEMPLOYMENT COMPENSATION:

The Town provides unemployment compensation benefits for its employees as required by state law.

6.23 FAMILY AND MEDICAL LEAVE:

The Family and Medical Leave Act policy of the Town shall be interpreted, governed and in accordance with the Family and Medical Leave Act of 1993 or any subsequent amendment, and as set forth in Section 8.4 Town Policies.

Employees who have worked for the Town for a total of twelve (12) months and who have worked at least 1,250 hours over the previous twelve (12) month period may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for certain specified reasons as set forth in the Town policy.

SECTION 7
EMPLOYEE RIGHTS
AND DISCIPLINARY PROCEDURES

7.1 SCOPE AND PURPOSE

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employee Rights and Disciplinary Procedures applicable to relevant personnel of the Town of Lake Park.

Employees covered by applicable collective bargaining agreements shall be afforded the rights contained in this section and if in conflict with their collective bargaining agreement, the collective bargaining agreement shall prevail.

Managerial Exempt Department Heads, Assistant Department Heads, and other specifically designated positions serve at the pleasure of the Town Manager and may be subject to dismissal from employment with the Town with or without cause and without appeal rights in accordance with Town policy and procedures.

7.2 STATEMENT OF POLICY

The Town of Lake Park is committed to ensuring that all employees of the Town are entitled to fair, consistent and equitable treatment in their employment with the Town. This by necessity provides that the rights of all Town personnel shall be respected, that they will be afforded equal treatment and that any disciplinary actions taken will be done in accordance with applicable laws, due process and Town policy and procedures.

7.3 DUE PROCESS OF LAW

Town employees shall be afforded clear, concise standards of conduct by which to conduct themselves. As set forth in Section 5 of this Handbook, employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a manner that reflects credit upon themselves and the Town.

As a direct consequence, the Town, through its Town Manager, Department Heads and supervisors, shall ensure that when necessary, employees subject to possible disciplinary action shall be afforded all aspects of due process of law, including the opportunity to have any potential disciplinary infractions, grounds and/or complaints made known to them, unless specifically prohibited by law or a law enforcement entity, the right to be heard and to respond to those matters orally and/or in writing, as appropriate.

7.4 FORMAL CONFERENCE:

A formal conference is a discussion which may occur whenever it is deemed necessary for a supervisor to engage in fact finding concerning an employee's unsatisfactory or unacceptable behavior or performance.

A formal conference affords the employee the right to be told the nature of any incident, offense or behavior that may be the basis for disciplinary action to be taken against the employee and to present the employee's side of the story.

A formal conference may lead to disciplinary action being taken, but the conference/meeting is not disciplinary in nature.

A document recording the date, time and basis for the formal conference shall be placed in the employee's personnel file after the employee has signed acknowledgment of receipt of the conference document.

NOTE: Notwithstanding the provisions set forth in Section 7.4, the Town Manager reserves the right to hold a formal conference without notice with any employee if the Town Manager deems such conference to be warranted.

7.5 GROUNDS FOR DISCIPLINARY ACTION

Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, or engages in any action which the Town Manager determines is sufficient cause for discipline, that employee shall be subject to disciplinary action as appropriate. The employee will be notified by the employee's supervisor, as soon as possible, if legally permissible, of the noted deficiency or violation, or as set forth in an applicable collective bargaining agreement.

7.6 PROGRESSIVE DISCIPLINE

The Town recognizes the concept of progressive discipline and shall utilize, when appropriate, the tenets of progressive discipline as the desirable method for remediation of the employee's behavior.

While it is recognized that the least intrusive methods for correcting behaviors shall be utilized whenever possible, the degree of discipline shall be related to the seriousness of the offense and the employee's record.

7.7 TYPES OF DISCIPLINARY ACTIONS

Types of disciplinary actions that may be taken against Town employees may include:

- documented verbal reprimand;
- documented written reprimand;
- suspension of up to three workdays without pay;
- suspension of greater than three workdays without pay; or
- termination of employment.

7.8 CATEGORIES FOR DISCIPLINARY ACTIONS

The Town has set forth three (3) categories for disciplinary actions, (i.e. Category I, Category II and Category III) consisting of sample examples of grounds for such action. Such examples are illustrative and are not intended to be the complete list of possible grounds for disciplinary action.

The employee standards and behaviors set forth in Section 5 Employee Standards and Procedures of the Handbook are required to be followed by all Town employees. Employees failing to adhere to those standards shall be subject to disciplinary action.

The Town reserves the right to treat each disciplinary occurrence individually without setting precedent for future cases.

The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Accordingly, employee behaviors that demonstrate patternistic or repetitive negative behaviors may cumulatively warrant greater disciplinary action.

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7.9 CATEGORY I - GROUNDS FOR DISCIPLINARY ACTION

First Offense:	**Documented Verbal Reprimand**
Second Offense:	**Documented Written Reprimand**
Third Offense:	**Suspension of up to three workdays without pay at the determination of the Town Manager**
Fourth Offense:	**Suspension of greater than three workdays without pay at the determination of the Town Manager**
Fifth Offense:	**Termination of Employment**

a. Discourtesy to any person the employee comes in contact with while in the performance of duties, on Town property or Town time.
b. Creating conflict with co-workers or supervisors.
c. Failure to report absence or late arrival to work to the supervisor (or other designated representative) by the time required by departmental policy.
d. Wasting time or loitering during working hours.
e. Tardiness in reporting to work .
f. Taking more than specified time for meals or rest periods.
g. Productivity or workmanship not up to required standards of performance.
h. Using all available paid leave as earned excluding authorized and approved vacation days.
i. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned or using Town-owned equipment without prior authorization from the immediate supervisor.
j. Violating a safety rule or practice, including failure to wear safety equipment or to follow safety rules as requested.
k. Engaging in horseplay, wrestling, malicious mischief, demonstrations on the job or other types of disorderly conduct.
l. Creating or contributing to unsafe/unsanitary conditions or poor housekeeping.
m. Failure to report outside employment, including self-employment, to the appropriate Department Head.
n. Unauthorized posting or removal of any matter on the Town bulletin boards or Town property at any time.
o. Unauthorized distribution of written, electronic or printed matter of any description on Town premises.
p. Soliciting, vending or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
q. Violating the Town's dress code.
r. Violating the Town's policy pertaining to personal phone calls.
s. Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category.

7.10 CATEGORY II - GROUNDS FOR DISCIPLINARY ACTION

First Offense:	**Documented Written Reprimand or Suspension of up to three workdays without pay at the determination of the Town Manager.**
Second Offense:	**Suspension of greater than three workdays without pay at the determination of the Town Manager**
Third Offense:	**Termination of Employment**

a. Failure to work overtime, special hours or special shifts, after being scheduled or assigned according to overtime and standby duty policies.

b. Failure to report an arrest or incarceration.

c. Threatening, intimidating, coercing or interfering with coworkers or supervisors at any time.

d. Sleeping during working hours.

e. Being in possession, and/or under the influence of alcohol or illegal drugs or the improper use of prescription drugs, or other unauthorized substances as defined in the Town's Drug Free Workplace Policy as set forth at **Appendix H** of this Handbook while on duty, operating Town equipment or on Town property. **NOTE:** A repeat of this offense will result in immediate termination of employment in adherence to the Town's Drug Free Workplace Policy.

f. Participating in activities involved with gambling and other games of chance while on duty.

g. Absence without permission or without notification prior to the start of the workday.

h. Accumulating two (2) unauthorized leave days without pay (LWOP) in a twelve-month period (i.e., chronic absenteeism).

i. Quitting work or leaving assigned work area during working hours without permission.

j. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the Town or its operation.

k. Use of abusive or obscene language while on duty.

l. Carelessness or any other misbehavior which results in injury to Town personnel or damage to any Town Property.

m. Unauthorized use or possession of another employee's personal property, tools or equipment without the employee's consent.

n. Failure to report an illness, accident or personal injury in which the employee was involved while on the job within 24 hours of the illness, accident or personal injury.

o. Unauthorized use of Town vehicles.

p. Driving a Town vehicle on duty without possession of the appropriate valid State of Florida license.

q. Participation in prohibited political activity.
r. Using the Town's information technology system (i.e., computers, cellular phones, etc.) in a manner that is in violation of the Town's policies and procedures governing such usage.
s. Incompetence or inefficiency in the performance of assigned duties.
t. Concealing defective work which results in a liability to the Town.
u. Insubordination, including but not limited to the following:
    - Disobedient to authority; refusal to obey orders
    - Refusal to perform an assigned task
    - Delay in performing an assigned task
    - Failure to perform an assigned task
v. Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category.

7.11 CATEGORY III - GROUNDS FOR DISCIPLINARY ACTION

First Offense: Termination of Employment

a. The manufacture, distribution, dispensing or sale of narcotics or illegal drugs or alcohol or other unauthorized substances as defined in the Town's Drug Free Workplace Policy while on duty, operating Town equipment, or on Town property.
b. Chronic incompetence or inefficiency in the performance of assigned duties.
c. Gross insubordination, including but not limited to, wanton or willful neglect in the performance of assigned duties, or a repeated act or acts of insubordination or disobedience to authority.
d. Misusing, destroying or damaging any Town property or property of any employee.
e. Falsification of personnel or Town records, including but not limited to employment applications, accident reports, leave records, work records, purchase orders, time sheets or any other records.
f. Violation of the time card policy.
g. Making false claims or misrepresentation in an attempt to obtain accident benefits, workers' compensation or unemployment benefits for the employee or another employee.
h. Provoking or instigating a fight, or participating in a fight on Town Property or while on duty.
i. Possession or use of firearms, ammunition, explosives or weapons on Town property while on duty, unless expressly permitted by Florida law.
j. Theft of, or removal of, any Town Property or property of any employee from the Town without proper authorization.

k. Failure to report to the employee's supervisor the restriction to or loss, suspension, revocation, expiration, etc. of a driver's license when the employee is required to drive while on duty or with restriction to the employee's driver's license which has not been immediately reported to the employee's supervisor.

l. Moral turpitude, including but not limited to, immoral, unlawful or improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationship to his or her job, fellow workers or reputation in the community.

m. Abandonment of position, i.e., absence from duty for a period of two consecutive workdays without proper authorization.

n. Failure to return to work from an authorized leave within two workdays from the scheduled date of return without proper authorization.

o. Accumulating five (5) unauthorized leave days without pay (LWOP) in a twelve-month period.

p. Acceptance from any person of a fee, gift or any other item of value when such fee, gift or item of value is given in the hope or expectation of receiving a favor or benefit from the Town or its employees.

q. Soliciting or accepting gifts or tips in connection with Town business.

r. Use or attempted use of the authority or influence of Town employment for the purpose of soliciting personal discounts from Town vendors.

s. Use or attempted use of political influence or bribery to secure an advantage of any manner with the Town or its employees. (Conflict of Interest)

t. Work stoppage, i.e., curtailment or restriction of work including, but not limited to, walkout, slowdown, strike, calling in sick, or interference with work on Town work stations or refusal to return to work at the scheduled time.

u. Refusal to consent to drug and/or alcohol screenings when deemed necessary by the appropriate supervisor under the terms of the Drug Free Workplace Policy of the Town.

v. Sexual harassment, i.e., making unwelcome sexual advances, requests for sexual favors, other verbal or physical advances of a sexual nature, or the distribution or display of sexually explicit jokes, photographs or graphs while on duty, during business-related travel and all work-related social functions while on duty even if such functions are held outside of Town property.

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w. Harassment or retaliation, i.e., inappropriate behavior consisting of making derogatory remarks about a person's membership in a protected class (which includes, but is not limited to women, African-Americans, Hispanics, Native Americans, Asian-Americans [including Pacific Islanders], people age 40 or older, the disabled, veterans and religious groups), posting of cartoons or other visual messages, the distribution or display of jokes that stereotype or make fun of a protected class, or verbal or nonverbal comments or innuendoes that have a negative connotation for a protected class while on duty, during business-related travel and all work-related social functions while on duty even if such functions are held outside of Town property.

x. Gross misconduct or other serious violations of the Town's policies or procedures or employment standards.

y. Any action determined by the Town Manager to be so serious as to warrant immediate termination of employment.

7.12 DISCIPLINARY PROCEDURES OF THE TOWN

The Town, through the Town Manager, Department Heads and its supervisors, utilize various types of corrective measures and procedures when corrective action is warranted. The Town generally adheres to the concept of progressive discipline as follows:

1. **DOCUMENTED VERBAL REPRIMAND** – A documented verbal reprimand is used to counsel an employee for purposes of correcting unsatisfactory or unacceptable behavior, conduct or performance. The supervisor, when necessary and appropriate, will verbally advise the employee of the behavior or conduct giving rise to the supervisor's concern in order to place the employee on notice that the behavior or conduct is unacceptable and must be corrected.

   Documented verbal reprimands are used as a method of counseling the employee when necessary. The supervisor will counsel the employee concerning the employee's behavior and will document that a verbal reprimand has been given to the employee, which shall be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

2. **DOCUMENTED WRITTEN REPRIMAND** – A documented written reprimand is used if a documented verbal reprimand fails to correct the employee's deficient behavior, conduct or performance or if the seriousness or repetition of the behavior warrants a written reprimand.

The procedure for providing an employee with a documented written reprimand shall include a formal conference with the employee prior to issuance of the written reprimand as follows:

- A discussion with the employee by the employee's supervisor or Department Head which provides an explanation to the employee of how the employee has not met expectations;
- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the unacceptable behavior or to clarify the event;
- Suggestions for corrective actions.

If the conference results in the supervisor or Department Head's determination that a documented written reprimand is warranted, the supervisor or Department Head shall prepare the written reprimand utilizing the Town form and specifying the nature and date of the offense, the corrective action required and notice that continued unsatisfactory behavior shall result in greater disciplinary action, up to and including termination of employment.

The employee will be required to sign acknowledgement of receipt of the documented written reprimand. The employee shall be given the right of appendage of a written document providing any additional information, which shall, along with the written reprimand, be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

3. **SUSPENSION OF UP TO THREE WORKDAYS WITHOUT PAY** – A suspension of up to three (3) workdays without pay shall be imposed in those cases when the infraction committed by the employee warrants disciplinary action but is not deemed so serious as to result in a recommendation for a longer term suspension or termination of employment.

   Prior to a recommendation that an employee be suspended for up to three (3) workdays from employment, a formal conference shall be held in accordance with Town policy and procedures as follows:

   - A discussion with the employee by the employee's supervisor and/or Department Head which provides an explanation to the employee of how the employee has not met expectations, including a full review of any prior incidents or behaviors that have led to previous disciplinary action;

- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the incident or unacceptable behavior or to clarify the event; and
- Suggestions for corrective actions.

If after the conference is held, the supervisor and Department Head still determine that suspension of up to three (3) workdays is warranted, the Department Head shall prepare and submit the documentation pertaining to the infraction to the Human Resources Director, who shall review it for completeness and shall forward it to the Town Manager for approval.

The Town Manager shall review all relevant documentation and information pertaining to the infraction and shall be charged with making the final determination whether an employee shall be suspended for up to three (3) workdays without pay from Town employment and the length of the suspension. The Human Resources Director shall prepare the Notice of Suspension document.

In the event that the Town Manager approves the suspension, the employee shall be notified of the suspension, the length of the suspension and the terms of the suspension.

The employee additionally shall be informed of the employee's right to appeal the suspension and the manner and method of the appeal.

The employee shall be provided by the Human Resources Director with the Notice of Suspension document and shall be required to sign acknowledgement of receipt of the form, which shall be placed in the employee's personnel file.

4. **SUSPENSION OF GREATER THAN THREE WORKDAYS WITHOUT PAY** – A suspension of greater than three (3) workdays without pay shall be imposed in those cases when the infraction committed by the employee warrants significant discipline and is not deemed so serious as to warrant termination of employment.

   Prior to a recommendation that an employee be suspended for greater than three (3) workdays from employment, a formal conference shall be held in accordance with Town policy and procedures as follows:

   - A discussion with the employee by the employee's supervisor and/or Department Head which provides an explanation to the employee of how the employee has not met expectations, including a full review of any prior incidents or behaviors that have led to previous disciplinary action;

- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the incident or unacceptable behavior or to clarify the event; and
- Suggestions for corrective actions.

If after the conference is held, the supervisor and Department Head still determine that a suspension of greater than three (3) workdays is warranted, the Department Head shall prepare and submit the documentation pertaining to the infraction to the Human Resources Director, who shall review it for completeness and shall forward it to the Town Manager for approval.

The Town Manager shall review all relevant documentation and information pertaining to the infraction and shall be charged with making the final determination whether an employee shall be suspended for greater than three (3) workdays without pay from Town employment and the length of the suspension. The Human Resources Director shall prepare the Notice of Suspension document.

In the event that the Town Manager approves the suspension, the employee shall be notified of the suspension, the length of the suspension and the terms of the suspension.

The employee additionally shall be informed of the employee's right to appeal the suspension and the manner and method of the appeal.

The employee shall be provided by the Human Resources Director with the Notice of Suspension document and shall be required to sign acknowledgement of receipt of the form, which shall be placed in the employee's personnel file.

5. **TERMINATION OF EMPLOYMENT** – The Town recognizes the seriousness with which the disciplinary action of termination of employment is acted upon, and as such, requires that Town policy and procedures be followed to ensure that the employee's right to due process is met.

Prior to a recommendation that an employee be terminated from employment, a formal conference shall be held in accordance with Town policies and procedures as follows:

- A discussion with the employee of the nature of the charge against the employee;
- An opportunity for the employee to provide any mitigation or to further explain the circumstances giving rise to the charge; and
- Notification to the employee of the seriousness of the charge and the possibility of the consequence (i.e. termination of employment).

If the required conference fails to provide any mitigating circumstances warranting a lesser disciplinary penalty, a termination notice shall be prepared by the Human Resources Director in accordance with Town policy and procedure, who shall forward it to the Town Manager for approval.

The termination notice shall contain a record of previous disciplinary action, if any, the reason(s) for termination, the date of termination, the right of the employee to appeal the termination action and how to do so and instructions for turning over Town property. The employee shall also be provided with a copy of the termination notice and shall sign acknowledgement of receipt of the document, which shall be placed in the employee's personnel file.

7.13 EMPLOYEE RIGHT OF APPEAL

No employee of the Town shall be subject to disciplinary action unless the specifics of the reasons for such action are made known to the employee in writing prior to initiating the disciplinary action or termination of employment.

An employee who is the subject of such disciplinary action shall be afforded the right to appeal the appropriateness of the action in accordance with Town policy provided that the employee requests the hearing in writing to the Human Resources Director within five (5) workdays of the notification to the employee of disciplinary action or termination of employment.

NOTE: As set forth in Section 1.3, Managerial Exempt Department Heads, Assistant Department heads and other specifically designated employees serve at the pleasure of the Town Manager and may be terminated from employment without cause and without right to appeal such termination.

7.14 INVESTIGATORY LEAVE

An employee may be placed on investigatory leave to permit the Town to investigate actions including, but not limited to, theft or misappropriation of Town funds and/or property, violence in the workplace, gross safety negligence or acts endangering others, gross insubordination or any other serious misconduct which warrants removing the employee from the worksite. Investigatory leave shall be confirmed in writing to the employee by the Town Manager stating the reason for the removal of the employee and the expected duration of the leave.

No employee of the Town shall be placed on investigatory leave unless the specifics of the reason for such leave are made known to the employee in writing provided that the Town is not precluded by law enforcement from setting forth the reasons.

The Town Manager shall review all relevant documentation and information and shall be charged with making the final determination whether an employee shall be placed on investigatory leave.

In the event that the Town Manager approves the investigatory leave, the employee, if legally permissible, shall be afforded a formal conference and shall be presented with a letter notifying the employee of the reason for the investigatory leave, the expected dates and duration of the investigatory leave (which may be extended if necessary), the terms of such leave, and direction that the employee remain available to participate in the investigation.

The employee shall be provided with a copy of the letter and shall be required to sign acknowledgement of receipt of the letter, which shall be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

The Human Resources Director shall request the return of Town property and escort the employee from the worksite. Investigatory leave shall be without pay if the matter being investigated is criminal in nature or is being handled by a law enforcement entity.

Depending upon the seriousness of the action being investigated, the Human Resources Director or other appropriate authority will conduct a thorough investigation of the allegations or charges. Upon conclusion of the investigation, the Town Manager will be presented with the findings from the investigation and will determine if the investigatory leave will lead to disciplinary action. The Human Resources Director shall inform the employee in writing of the decision, and if disciplinary action is imposed, the manner in which the employee may appeal the decision.

If the employee is exonerated as a result of the investigation, and the leave was without pay, the employee shall be entitled to back pay and benefits covering the investigatory leave period.

7.15 EMPLOYEE COMPLAINT REVIEW PROCESS

The Town of Lake Park is committed to providing a uniform, fair and impartial method for resolving employee complaints and/or disputes in the workplace, which includes disciplinary actions. In order to achieve this goal, the Town has established the Employee Complaint Review Committee (ECRC).

Non-exempt personnel and non-union personnel may present a complaint or make an appeal of disciplinary action or other management decision by addressing the complaint or appeal to the ECRC as set forth below.

Appeal of a Disciplinary Action:

In the event of an appeal of **disciplinary action**, the employee may request an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form.

Appeal of a Non-Disciplinary Action:

Prior to initiating a complaint or appeal concerning **a non-disciplinary action**, the employee and management should make every attempt to resolve the concern informally and expeditiously utilizing the steps set forth as follows:

- Within five (5) workdays of the event giving rise to the employment concern, the employee shall verbally bring the matter to the attention of the employee's immediate supervisor in an attempt to resolve the issue informally. The supervisor or Department Head shall render a decision to the employee within five (5) workdays.

- If after the verbal discussion the issue remains unresolved, the employee within five (5) workdays shall submit a written statement using the prescribed form to the employee's Department Head setting forth the specifics of the concern. The Department Head shall meet with the employee within ten (10) workdays and shall thereafter have five (5) workdays to render a decision concerning the issue to be resolved.

- If the concern has not been resolved to the employee's satisfaction, the employee may request within five (5) workdays using the prescribed form submitted to the Human Resources Director that the matter be forwarded to the ECRC for resolution.

- The Town Manager shall submit the request to the ECRC to convene a meeting.

NOTE: The Town Manager reserves the right to move an employee's complaint or appeal to a further step or directly to the ECRC in the sole exercise of the Town Manager's discretion (for example, in matters involving a complaint between the employee and the employee's supervisor).

7.16 COMPOSITION OF THE ECRC:

The ECRC is a peer review committee, which is advisory in nature to the Town Manager. The ECRC shall consist of five members appointed by the Town Manager for three year terms. Every effort shall be made to ensure that the composition of the ECRC is diverse. Members

must be regular full-time employees of the Town. Any member may be re-appointed for successive terms by the Town Manager. In the event that the dispute or concern giving rise to the complaint or appeal involves a decision by a member of the ECRC, that member must recuse himself or herself and an alternate appointed by the Town Manager shall serve on the ECRC for the complaint or appeal.

A quorum shall consist of three members and no meeting of the ECRC shall take place in the absence of a quorum.

The ECRC shall appoint its Chairperson who shall have control of the ECRC and shall take whatever steps are necessary to ensure a fair, orderly, impartial and expeditious review.
The parties shall abide by the decision of the Chairperson on all procedural matters.

If deemed necessary and appropriate, the Town Manager may authorize the use of the Town Attorney for purposes of consulting the ECRC in procedural and legal matters concerning the appeal; however, no attorneys shall be permitted to attend an ECRC meeting.

The ECRC may call for files, records or other documents pertinent to the proceeding and may call upon employees of the Town to answer questions pertaining to the matter to be reviewed. All documents considered shall be appropriately marked and preserved.

There shall be no ex parte communication between a member of the ECRC and the employee or the employee's supervisor or Department Head which in any way pertains to the subject matter of the complaint or appeal.

The ECRC after a thorough review of the issues shall render its decision and recommendations to the Town Manager within ten (10) workdays of the meeting. The decision shall include the specifics of the issue, including the ECRC's findings of fact, statements of policy and ultimate determination of the issue.

If the Town Manager agrees with the decision of the ECRC, that decision shall be final; however, the Town Manager shall not be bound by the determination of the ECRC and shall have the final decision concerning the issue to be resolved.

The written decision of the Town Manager shall be rendered to the parties within ten (10) workdays of the determination by the ECRC.

In the event of disciplinary action of an employee, the employee will be afforded a full opportunity to present his or her case prior to the Town Manager making a determination or reaching a final decision. The employee may present his case to the Town Manager with or without legal counsel.

7.17 PERSONNEL FILES

Personnel files shall be kept in accordance with Town policy and applicable state laws. Certain information and documentation may be confidential and exempt from disclosure to the public or outside parties. Employee health information shall be maintained in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

No anonymous letter or anonymous material shall be placed in an employee's personnel file.

Except for materials relating to work performance or such other material that may be the cause for discipline or termination under Town rules, regulations or state law, no derogatory materials relating to an employee's conduct, service, character or personality shall be placed in an employee's personnel file.

Materials relating to work performance or discipline shall be placed in the employee's personnel file in accordance with law upon the employee's receipt of a copy of the material.

An employee may place such additional information in his or her personnel file which explains and/or clarifies such material being placed in the employee's file (i.e. the right of appendage). The employee shall have the right to inspect his or her personnel file upon reasonable notice made to the Department of Human Resources.

The Human Resources Department is charged with maintaining accurate and complete personnel files for employees of the Town. Such personnel files and records shall be retained in accordance with Florida's retention schedule for personnel files and shall be open for inspection in accordance with Chapter 119, Florida Statutes and other applicable laws.

Department Heads are charged with ensuring that personnel file information for its employees is forwarded to the Human Resources Department in a timely manner for maintenance and retention.

7.18 EMPLOYEE EXIT INTERVIEWS

As soon as it is known by the relevant Department Head that an employee is terminating his or her employment with the Town, the Department Head shall notify the Human Resources Director and provide a listing of all Town property (e.g., uniforms, cell phone, identification key or card, etc.) that has been issued to the employee. The Human Resources Director shall schedule an exit interview with the employee at which time the employee will turn in all required items to the Human Resources Director and all Town property that the employee may have in the employee's possession in order for the employee to be issued a final paycheck. The exit

interview will also be an opportunity for the Human Resources Director to explain to the employee COBRA and ARRA rights and how to rollover any retirement account monies, etc. if applicable. In the event of involuntary terminations of employment, the Human Resources Director will forego the exit interview but will ensure that all Town property has been returned by the employee.

If the employee wishes to have the final paycheck issued by direct deposit, the exit interview and return of Town property must take place by 5 p.m. on the Friday immediately preceding the week that paychecks are issued. If the exit interview and return of Town property do not take place by the deadline, the employee's direct deposit will be canceled.

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SECTION 8
TOWN POLICIES

8.1 SCOPE AND PURPOSE:

This section sets forth the policies of the Town of Lake Park applicable to Town employees as codified through ordinance, resolution, regulation, rule, administrative order or applicable procedures for the establishment and maintenance of the provisions of the Handbook and the policy statements contained herein.

8.2 STATEMENT OF POLICY:

The Town of Lake Park, through its employment policies and procedures, is committed to establish for all employment positions conditions that will attract and retain the best qualified employees who shall at all times strive to devote their energy, skills and talent to serve the residents of the Town.

To achieve this goal, the Town Manager is charged with maintaining employment policies and administrative rules which serve to further the Town's mission to its residents.

8.3 EMPLOYEE ASSISTANCE POLICY AND PROGRAM:

The Town recognizes that a broad range of diverse problems not directly associated with an employee's job duties and functions may have an adverse effect on an employee's work performance, attitude and/or attendance.

In most instances, the employee may independently overcome such personal problems and the impact and effect on job performance will be minimal. In other instances, effective supervisory intervention and assistance may lessen the impact on the employee's job performance; however, from time to time, neither the employee nor the supervisor is capable of resolving problems that may continue to impair the employee's effectiveness in the workplace.

The Town is committed to providing assistance to all employees who are experiencing problems that may impair or jeopardize the employee's health and continued employment with the Town. Such assistance will be made available to employees through the Town's Human Resources Director.

Providing employee assistance is intended to help Town employees by providing referrals for consultation, treatment and/or rehabilitation to prevent the progression of problems that impede job performance. Examples of such problems include medical or emotional problems, work related stress, alcohol or drug dependency, family or marital concerns, or any other type of physical or emotional difficulty that may adversely impact an employee's job performance.

Confidentiality of records will be ensured for employees seeking assistance through the Town's employee assistance program to the extent permitted by applicable state and federal laws.

Information about employee assistance may be obtained by contacting the Human Resources Director.

8.4 FAMILY AND MEDICAL LEAVE ACT POLICY:

The Family and Medical Leave Act policy of the Town shall be interpreted, governed and in accordance with the Family and Medical Leave Act of 1993 or any subsequent amendment.

Employees who have worked for the Town for a total of twelve (12) months and who have worked at least 1,250 hours over the previous twelve (12) month period may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- Birth and care of the newborn child of the employee;
- Placement with the employee of a son or daughter for adoption or foster care;
- To care for the serious health condition of an immediate family member (i.e., spouse, child or parent);
- To take medical leave when the employee is unable to work because of a serious health condition;
- To care for wounded service members and because of a qualifying exigency arising out of active duty or an impending call to active duty.

All available paid sick leave (including major illness leave), then all available paid vacation time, must be used concurrently from the first day of Family Medical Leave.

NOTES:

- For family/medical leave related to the employee's medical condition, all accrued sick leave must run concurrently with family/medical leave.

- For family/medical leave related to newborn, adopted or foster children, annual vacation leave must be used prior to the leave. The use of sick leave is not a requirement; however, the employee may choose to use accrued sick leave.

- Employees who are requesting family/medical leave to care for an immediate family member will be required to obtain medical certification of the condition, and may be subject to a second opinion, at the Town's expense.

- Employees who are returning from family/medical leave because of a personal serious health condition shall be required to obtain a fitness for duty certification from the employee's treating physician prior to returning to work.

- Employees returning from family/medical leave will be returned to their original or equivalent job position.

8.5 DOMESTIC VIOLENCE VICTIM'S LEAVE POLICY:

The Town of Lake Park is committed to ensuring that its employees who are the victims of domestic violence are provided all necessary rights in accordance with applicable laws. As such the Town affirmatively adopts its Domestic Violence Victim's Leave Policy for its employees as set forth in specificity at **Appendix G** of this Handbook.

Employees who have worked for the Town for at least three (3) months as of the date of a requested leave because of an incident of domestic violence for the employee or for a family or household member of the employee will be provided up to three (3) workdays unpaid leave in any twelve (12) month period.

Employees of the Town, except in cases of imminent danger to the health or safety of the employee, family or household member victim, who request such leave shall provide the Human Resources Director appropriate advance notice along with documentation of the act of violence as delineated in the Town's policy as set forth in **Appendix G** of the Handbook.

In all instances of an employee request pursuant to the Town's policy, the requesting employee must notify the Human Resources Director.

8.6 EQUAL EMPLOYMENT OPPORTUNITY POLICY:

The Town of Lake Park adheres to a policy of nondiscrimination in employment and strives affirmatively to provide equal opportunity for all as required by state and federal laws. The Town attempts to identify and overcome real or potential artificial barriers to employment, training, or promotional opportunities for its employees and applicants.

It is the policy of the Town of Lake Park to prohibit discrimination based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Town strives to ensure a highly qualified staff in terms of educational background and experience which reflects the overall diversity in terms of factors such as race, ethnicity and gender of the pool of qualified candidates.

In recruiting applicants for Town positions, the Town encourages men and women to enter non-traditional occupational areas where their gender is under-represented.

The Town continually develops and reviews job descriptions and entry qualifications in order to ensure that the tasks and duties required are reasonable and do not impose artificial barriers to qualified applicants.

No individual will be denied access, employment, training, or promotion on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Human Resources Department will conduct job advertising and recruitment activities in a manner designed to apprise persons of diverse backgrounds.

Merit principles will be followed in the hiring, promotion and retention of Town employees.

8.7 NON-DISCRIMINATION HARASSMENT POLICY:

It is the affirmative policy of the Town of Lake Park to prohibit discrimination in all aspects of employment or hiring with the Town based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

All employees are hereby notified that they are expected to work with other employees without regard for the race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression of the individual.

Harassment or discrimination based on any of the above categories or factors is a violation of applicable laws and a breach of the Town's non-discrimination/harassment policy.

Violations of the Town's policy are expressly prohibited and shall not be tolerated.

Such violations shall be grounds for disciplinary action including, but not limited to, termination of employment.

Sexual harassment, including same sex harassment is a violation of Title VII of the Civil Rights Act of 1964.

Sexual harassment is defined as a pattern of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Complaints alleging employment harassment or discrimination on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression should be made to the Director of the Human Resources Department or to the employee's Department Head or supervisor as set forth in Section 8.7 of this Handbook.

8.8 NON – DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURES:

The Town of Lake Park has established procedures to assure non-discrimination in employment and the elimination of harassment, including sexual harassment in the workplace.

All employees of the Town will be treated with respect. Hostile treatment or violence against employees because of their race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression will not be tolerated.

Discrimination or harassment complaints by employees may arise from actual or perceived situations and circumstances related to the prohibition of discrimination. It is the intent of these procedures to assure that discrimination or harassment complaints are resolved in an expeditious, orderly, and equitable manner that serves to fulfill the letter and intent of the law.

All Department Heads and supervisors are required to make a conscientious effort to fully consider and understand the nature and basis of the discrimination or harassment complaint of an employee and resolve it, to the satisfaction of the complainant, without delay or refer it, without delay, to the Human Resources Director or other appropriate authority for investigation and resolution.

The initiation of a discrimination or harassment complaint by an employee will not be used as a basis for actions that adversely affect the complainants standing in their work location. Additionally, participation in or assistance in the investigation of a complaint shall not to be used as the basis for any adverse employment action on an employee.

Discrimination or harassment complaints shall be handled using federal enforcement agencies' procedures and standards in the processing and investigation of discrimination/harassment charges and without extraneous administrative barriers.

No anonymous complaints shall be accepted or processed. Notwithstanding this provision, nothing shall preclude an employee from informally discussing any employment concern, including a real or perceived discriminatory or harassment complaint, with the employee's supervisor, Department Head or Human Resources Director.

If the employee wishes to file a formal complaint with the Town, the complaint must be signed attesting that it is true to the best of the complainant's knowledge, information and belief.

Any complainant who knowingly submits false information will be subject to disciplinary action.

A record will be maintained by the Human Resources Director of each discrimination or harassment complaint.

Procedure for Filing a Formal Complaint of Discrimination or Harassment:

An employee who has a reasonable and good-faith belief that he/she has been the subject of discrimination or harassment because of the employee's race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, shall communicate in writing the allegation(s) to his/her Department Head or supervisor who shall immediately advise the Human Resources Director in writing using the prescribed form.

If the employee does not feel comfortable discussing his/her complaint at the worksite or next administrative level, the employee may file the complaint directly with the Human Resources Director or the Town Manager if deemed appropriate.

If the complaint is submitted to the Department Head or supervisor, the Department Head or supervisor will be responsible for scheduling a meeting with the complainant to discuss the complaint. In the event the complaint involves the employee's supervisor, the employee may go directly to the next level of administration, up to the Town Manager.

The employee will be requested to provide specific written information regarding the discriminatory or harassing action(s) or inaction(s), the basis (e.g., age, race, disability, etc.) for the action(s) or inaction(s), the alleged offender(s), witnesses, etc.

A failure on the part of the employee to initiate and/or follow-up on a complaint in a timely manner may result in the complaint being considered abandoned. A complaint must be filed within three hundred (300) days of the alleged discriminatory/harassing act(s).

A failure by a Department Head or appropriate supervisor to address a complaint, within ten (10) workdays will automatically allow the complainant to move the complaint to the Human Resources Director.

If the employee does not agree with the final determination made by the Human Resources Director, he/she may appeal the determination to the Town Manager by submitting a letter of appeal within ten (10) workdays of the date of the final determination.

Records of an open ongoing investigation shall remain confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, until a final determination is made on the case.

Protected Categories:

Complaints filed with the Town based upon allegations of discrimination/harassment shall be based on one or more of the protected guidelines as set forth in law as follows:

Race -this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's race. The five recognized races are American Indian or Alaska Native, Asian, Black or African American; Hawaiian or other Pacific Islander; and White. Because everyone has a race they can be discriminated against because of race. Persons from mixed racial backgrounds do not need to prove their exact heritage in order to assert that they have been discriminated against based on race. Likewise this category covers persons being discriminated against because they are married to persons of a different race from their own.

Color - this category prevents denial of equal employment opportunities and/or discrimination harassment because of person's skin tone. Color discrimination can be a subclass within a race and is based on the fact that a person's skin tone is different from their own. As such, color discrimination can occur within the same race. For example someone who is darker complexioned may discriminate against someone who has a lighter complexion although they are both members of the same race.

Religion - this category prevents denial of equal employment and/or discrimination/harassment because of a person's sincerely held religious practices. In certain circumstances it affords persons accommodations based upon their sincerely held religious practices.

National or Ethnic Origin - this category prevents denial of equal employment and/or discrimination/harassment because of a person's or his/her ancestor's, place of origin; or because an individual has the physical, cultural or linguistic characteristics of a national origin group.

Linguistic Preference - a subclass of national origin discrimination, this category prevents denial of equal employment opportunities and/or discrimination/harassment because of the language a person speaks unless there is a legitimate business need for requiring that a specific language be spoken.

Sex or Gender - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's gender or sex; it ensures that males are not treated differently from females and/or vice versa. Gender discrimination also includes sexual harassment and pregnancy discrimination which are explained below.

Sexual Harassment – Sexual harassment is defined as a pattern of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has

the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Pregnancy - this discrimination is a form of gender/sex discrimination, this category prevents denial of equal employment opportunities and/or discrimination/harassment of women who are with child.

Age - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's age.

Disability - this category prevents denial of equal employment opportunities and/or discrimination/harassment because a person either has or is perceived to have a permanent impairment that substantially limits or prevents a major life activity.

Familial Status - this category prevents denial of equal employment opportunities and/or discrimination/ harassment because of a person's familial background.

Marital Status - this category prevents denial of equal employment opportunities and/or discrimination/harassment because a person is or is not married.

Sexual Orientation or Gender Identity or Expression - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's sexual preference, this is based on whether an individual is heterosexual, homosexual, or bi-sexual.

Retaliation - this category prevents a person's from taking an adverse employment action against any person that has opposed activity that violates a person's Civil Rights or participated in an investigation pertaining to Civil Rights where there is a link between the adverse employment action and the person's opposition to Civil Rights violations or participation in a Civil Rights investigation.

8.9 DRUG FREE WORKPLACE POLICY:

The Town of Lake Park is committed to safeguarding the health of its employees, to promote a drug free community and to maintain a drug free workplace environment.

Substance abuse seriously endangers the safety and health of Town employees, results in a variety of workplace problems, including increased job injuries, chronic absenteeism, decreased morale and lower levels of employee productivity.

The Town has adopted and implemented a Drug Free Workplace Program in accordance with Florida law as set forth in the Workers' Compensation Act, Chapter 440, Florida Statutes.

Accordingly, the use of illegal drugs, the abuse of alcohol and/or the misuse of prescription drugs by Town employees shall not be tolerated and is expressly forbidden during work hours, while on Town property or in a Town-owned vehicle.

As part of the Town's Drug Free Workplace Policy, the Town has the right to drug/alcohol test its employees under conditions set forth in its policy.

Any employee who violates the Town's policy shall be subject to disciplinary action, up to and including termination of employment.

Employees of the Town are expected to read, understand and strictly adhere to the Town's Drug Free Workplace Policy.

The Town's Drug Free Workplace Policy and Procedure is hereby incorporated and made part of the Handbook and is attached at Appendix **H.**

8.10 TOBACCO FREE WORKPLACE POLICY:

The Town of Lake Park seeks to foster the health and well-being of all Town employees, residents and visitors.

Tobacco products pose an established significant risk to the health and potential quality of life of the tobacco user. Additionally, secondary smoke has been determined to cause or increase the risk of health related problems to non-smokers who are within close proximity to the use of tobacco products.

The Town adheres to the requirements of the Florida Indoor Clean Air Act as set forth in Florida law, Chapter 386, Florida Statutes.

Accordingly, the use of tobacco products is expressly prohibited in Town-owned buildings, facilities and Town-owned vehicles. Town employees shall not smoke on Town property except as permitted in outdoor designated smoking areas.

Town employees who smoke tobacco products are encouraged to exercise sensitivity to non-smokers and to refrain from smoking except in designated outdoor smoking areas with adequate ventilation.

8.11 WORKPLACE SAFETY AND HEALTH POLICY:

The Town of Lake Park is committed to ensuring the safety and health of its employees by promoting and operating a safety and health program that will strive to reduce the number of injuries and illnesses in the workplace.

The Town shall comply with all applicable state and federal laws to accomplish this objective as set forth in the Town's Workplace Safety and Health Manual, which is available to Town employees in the Human Resources Department.

8.12 ILLNESS/INJURY IN THE LINE OF DUTY POLICY:

A Town employee shall be entitled to illness or injury in the line-of-duty leave until workers' compensation benefits commence (i.e. the seventh (7) day following the documented injury for an injury of less than twenty one (21) days of injury) should the employee need to be absent from duties because of a personal injury received in the discharge of official duty or because of illness from any contagious or infectious disease contracted as a result of official Town work.

Such benefits shall not be approved when it is determined that the illness or injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave.

For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of the employee's salary. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

An employee who has a job related accident, injury or illness shall report the injury to the appropriate Department Head immediately.

The Department Head is responsible for notifying the Human Resources Department of the injury, filling out the appropriate records in a timely manner, as necessary, and verifying the details of the injury in the line of duty for submittal to the Human Resources Director. The Human Resources Director will report the injury to the Town's workers' compensation carrier.

The Town reserves the right to ensure that the injury is compensable under the provisions and requirements of the Workers' Compensation Law and to have a Town-approved physician make the ultimate determination of the employee's ability to return to duty.

Employees returning to work after a job-related injury shall submit a physician's certification of fitness to return to duty to the Human Resources Department prior to returning to work.

Employees either injured on the job or involved in vehicular accident while on the job are required to submit to a post-accident drug test immediately following such accident.

8.13 COBRA RIGHTS POLICY:

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, including any amendments, changes and additional laws relevant and applicable, Town employees who leave or otherwise lose their job and their dependents shall be provided the opportunity to continue group health insurance coverage for 18 to 36 months, provided that employees elect the continuation for such coverage in a timely manner and pay the full cost of such coverage unless the employee qualifies for a partial government subsidy toward COBRA coverage as set forth in the American Recovery and Reinvestment Act of 2009 (ARRA). Upon termination of employment, the Human Resources Director shall provide to the employee notification of how to continue such coverage, and shall notify the employee's group health insurance provider of the qualifying event and shall cause to be provided to the employee the necessary application forms for the employee continue such health insurance coverage under COBRA and ARRA rights.

8.14 TERMINAL SICK PAY POLICY:

The Town of Lake Park acknowledges the dedication of its full-time employees who through their exemplary job attendance demonstrate a commitment to the Town.

The Town will provide terminal sick pay to its full-time employees at voluntary resignation or retirement, or to their beneficiaries if service is terminated by death. For purposes of receiving terminal pay, resignation or retirement shall be by action of the employee and specifically excludes resignation or retirement after a recommendation for termination of employment.

Terminal pay shall not exceed an amount determined as follows:

0 – 5 years full-time service	25 percent times the number of days (or hours) of accumulated sick leave
6 – 10 years full-time service	37.5 percent times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 percent times the number of days (or hours) of accumulated sick leave

NOTE: In the event a full-time employee dies while in the employment of the Town and is owed any portion of a paycheck, the employee's spouse shall be paid the amount owed to the Town's employee. In the event the employee does not have a spouse, the employee's designated primary beneficiary for life insurance shall be paid this amount.

8.15 CONFIDENTIALITY AND NON-DISCLOSURE OF EMPLOYEE PRIVILEGED INFORMATION:

The Town of Lake Park recognizes the necessity to protect its employees from the disclosure of information which is intended by law, rule, regulation or Town policy to be confidential and exempt from disclosure. Both federal and state law specifically addresses information of this nature which is intended to be held confidential in the workplace.

Such information includes, but is not limited to, personal medical/health information, personal social security numbers, certain financial information, and in certain instances, home addresses, telephone numbers and similar personally identifiable information of Town employees who are in certain safety sensitive positions.

For that reason, it is the policy of the Town that Town employees who have access or contact with personal, privileged or exempt information of its Town employees required to be held confidential are required to maintain confidentiality as it pertains to the disclosure of such information and to handle such information in a professional manner to ensure the confidentiality and non-disclosure of such information.

Requests for information on present or former employees of the Town which may be confidential, privileged or exempt from disclosure pursuant to an applicable statute (e.g., Chapter 119, Florida Statutes) or federal laws shall be forwarded to the Human Resources Director for handling. The Human Resources Director, as the Town's Privacy Coordinator, shall have the sole authorization and responsibility for answering requests or making copies of records which may be confidential or exempt from disclosure.

Town employees may be required by the Human Resources Director to sign a Release of Confidential Information form and may also be required to present a physician's note or return to duty/fitness evaluation upon proper request from the employee's Department Head or Human Resources Director.

Town employees who violate the confidentiality policy of the Town, including the specifically adopted Social Security Number Privacy Policy set forth in **Appendix I** of this Handbook, will be subject to disciplinary action.

8.16 BENEFICIARY DESIGNATION POLICY:

The Town is committed to ensuring that its employees' designated beneficiaries are appropriately compensated in the unfortunate event of the employee's death while still in active employment with the Town. Payment of all monies due to the employee at the time of death shall be paid in accordance with the employee's designated beneficiary on the employee's Beneficiary Designation Form. As such, it is the responsibility of the employee to notify the Human Resources Director of any change of beneficiary as set forth in Section 7.17 Personnel Files of this Handbook.

8.17 COMPLIANCE WITH LAWS:

The Town of Lake Park adheres to a policy of non-discrimination in employment and strives affirmatively to provide equal employment opportunity for its employees as required by the following laws:

- Title VII of the Civil Rights Act of 1964 as amended which prohibits discrimination on the basis of race, color, religion, gender or national origin
- Age Discrimination and Employment Act of 1967 which prohibits discrimination on the basis of age with respect to individuals who are at least forty
- The Equal Pay Act of 1963 as amended which prohibits gender discrimination in the payment of wages to women and men performing substantially equal work in the same workplace
- Americans with Disability Act of 1990 which prohibits discrimination against individuals with disabilities in employment
- The Family Medical Leave Act of 1993 which requires employers to provide employees up to twelve weeks of unpaid job protected leave to eligible employees for certain family and medical reasons
- Florida Civil Rights Act of 1992 which prohibits discrimination on the basis of race, color, religion sex, national origin, age handicap or marital status
- The Pregnancy Discrimination Act of 1978 which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions
- Other such federal and state laws, including Veteran's Preference in employment, Health Information Portability and Accountability Act, Consolidated Omnibus Budget Reconciliation Act, and the American Recovery and Reinvestment Act of 2009, etc.

The Town shall adhere to the requirements and provisions contained in Florida's Workers' Compensation Act, Chapter 440, et.seq., Florida Statutes.

Information about the Town of Lake Park's policies and specific compliance with all applicable laws and procedures is available to Town employees in the Human Resources Department.

The balance of this page is intentionally left blank.

APPENDIX A

Appendix A, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) sets forth the Town of Lake Park Position Titles, Job Codes and Pay Plan.

TOWN OF LAKE PARK
POSITION TITLES AND JOB CODES

CLASS NUMBER		POSITION	MINIMUM FY 2009 PER YEAR	MINIMUM FY 2009 PER HR	MAXIMUM FY 2009 PER YEAR	MAXIMUM FY 2009 PER HR
		Department: Town Manager				
100	E	Town Manager	49,928.09	24.00	78,849.61	37.91
500	E	Assistant Town Manager	50,854.75	24.45	78,943.41	37.95
489	E	Grants Writer	50,854.75	24.45	78,943.41	37.95
490	E	Assistant to the Town Manager				
		Department: Information Technology Department				
112	E	Chief Information Technology Officer	50,854.75	24.45	78,943.41	37.95
		General Clerical (non-departmental)				
230	NE	Executive Secretary	27,050.40	13.01	42,507.99	20.44
255	NE	Administrative Secretary	27,050.40	13.01	42,507.99	20.44
260	NE	Administrative Assistant	29,214.43	14.05	48,580.56	23.36
220	NE	Clerk Typist	18,817.37	9.05	29,717.58	14.29
		Department: Town Clerk				
190	E	Town Clerk	50,854.75	24.45	78,943.41	37.95
195	NE	Deputy Town Clerk	34,624.51	16.65	54,653.13	26.28
		Department: Human Resources				
120	E	Human Resources Director	50,854.75	24.45	78,943.41	37.95
		Department: Community Development				
115	E	Community Development/Planning Director	67,084.99	32.25	103,233.69	49.63
110	E	Building Official	41,075.97	19.75	64,869.77	31.19
315	NE	Building Inspector	32,183.51	15.47	50,826.22	24.44
320	NE	Code Compliance Officer	30,296.45	14.57	51,009.59	24.52
111	NE	Planner I	37,128.00	17.85	57,834.00	27.80

Department: Finance

130	E	Finance Director		71,932.44	34.58	116,531.65	56.02
125	E	Assistant to the Finance Director		50,854.75	24.45	78,943.41	37.95
200	NE	Accountant		34,624.51	16.65	54,653.13	26.28
201	NE	Accountant/Business Tax Coordinator		34,624.51	16.65	54,653.13	26.28
202	NE	Accounts Payable/Receivable Coordinator		29,214.43	14.05	48,580.56	23.36
210	NE	Accounting Clerk I		21,783.48	10.47	34,401.80	16.54
215	NE	Accounting Clerk II		26,477.94	12.73	41,815.63	20.10

Department: Library

150	E	Library Director		50,854.75	24.45	78,943.41	37.95
155	E	Librarian II		37,870.56	18.21	55,867.64	26.86
210	NE	Library Accounting Clerk		27,050.40	13.01	42,507.99	20.44
235	NE	Library Assistant II		29,214.43	14.05	48,580.56	23.36
240	NE	Library Assistant I		22,722.34	10.92	34,008.39	16.35
245	NE	Library Assistant II		29,214.43	14.05	48,580.56	23.36
310	E	Librarian I		34,624.51	16.65	54,653.13	26.28
340	NE	Library Monitor	per hr	8.66			
345	NE	Library Shelver	per hr	8.13			

Department: Public Works

170	E	Public Works Director		67,084.99	32.25	103,233.69	49.63
175	E	Operations Manager		43,280.84	20.81	66,798.27	32.11
176	NE	Assistant to the PW Director		37,995.00	18.27	51,114.24	24.57
177	NE	Operations Technician I		29,070.00	13.98	41,212.50	19.81
560	NE	Foreman		30,296.45	14.57	51,515.10	24.77
563	NE	Foreman General Infrastructure		31,811.27	15.29	54,090.86	26.01
510	NE	Custodian		20,162.95	9.69	30,098.25	14.47
520	NE	Mechanic I		24,886.37	11.96	37,044.00	17.81
530	NE	Mechanic II		29,713.82	14.29	45,147.38	21.71
531	NE	Facilities Mechanic I		28,005.12	13.46	36,691.20	17.64
532	NE	Facilities Mechanic II		32,036.16	15.40	43,243.20	20.79
535	NE	Facilities Maintenance Worker I		23,655.84	11.37	33,196.80	15.96
536	NE	Facilities Maintenance Worker II		29,490.24	14.18	39,639.60	19.06
537	NE	Facilities Maintenance Worker III		35,006.40	16.83	48,829.20	23.48
540	NE	Equipment Operator I		22,285.37	10.71	32,413.50	15.58
545	NE	Equipment Operator II		27,591.41	13.27	46,305.00	22.26
546	NE	Equipment Operator III		32,884.80	15.81	48,572.16	23.35
550	NE	Maintenance Worker I		20,162.95	9.69	30,098.25	14.47
555	NE	Maintenance Worker II		22,285.37	10.71	32,413.50	15.58
556	NE	Maintenance Worker III		29,278.08	14.08	44,553.60	21.42
557	NE	Irrigation Technician I		26,838.24	12.90	35,926.80	17.27
558	NE	Irrigation Technician II		31,293.60	15.05	39,093.60	18.80
559	NE	Traffic Maintenance Technician I		26,838.24	12.90	34,507.20	16.59
560	NE	Traffic Maintenance Technician II		29,914.56	14.38	38,220.00	18.38
561	NE	Storm Water Technician I		29,278.08	14.08	44,553.60	21.42
562	NE	Storm Water Technician II		32,884.80	15.81	48,572.16	23.35
575	NE	Grounds Maintenance Crew Leader		25,468.99	12.24	40,516.88	19.48
615	NE	Vehicle Maintenance Foreman		33,542.50	16.13	55,636.31	26.75

Department: Marina

620	E	Harbor Marina Director		50,854.75	24.45	78,943.41	37.95
570	E	Dock Master		33,542.50	16.13	54,653.13	26.28
571	NE	Assistant Dock Master		22,276.80	10.71	32,387.04	15.57
209	NE	Ship's Store Clerk		22,276.80	10.71	32,387.04	15.57
610	NE	Dock Attendant		20,558.30	9.88	29,238.30	14.06

Department: Community Affairs aka Recreation

180	E	Recreation Director		50,854.75	24.45	78,943.41	37.95
181	NE	Camp Counselor (Seasonal)	per hr	7.58			
182	NE	Recreation Bus Driver	per hr	7.58			
330	E	Assistant Recreation Director		34,624.51	16.65	54,653.13	26.28
331	NE	Grounds Maintenance Worker II		22,285.37	10.71	32,413.50	15.58
630	NE	Special Projects Coordinator		29,191.93	14.03	46,101.74	22.16
None	NE	Camp Director (Seasonal)	per hr	8.12			

Special I

None	E	Senior Registered Civil Engineer					
None	E	Senior Registered Architect					
640	?	CADD Systems Operator		35,482.96	17.06	56,036.94	26.94

Special II

616	NE	Carpenter/Project Superintendent		29,191.93	14.03	46,101.74	22.16
618	NE	Carpenter's Helper		20,746.15	9.97	32,763.64	15.75

E - Exempt Position
NE - Non-exempt Position

APPENDIX B

Appendix B, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the listing of Managerial Exempt Department Heads, Assistant Department Heads, and other specifically designated positions who serve at pleasure of the Town Manager.

DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS AND OTHER SPECIFICALLY DESIGNATED POSITIONS WHO SERVE AT THE PLEASURE OF THE TOWN MANAGER

Department Heads:

- Chief Information Technology Officer
- Community Development Director
- Finance Director
- Grants Writer
- Harbor Marina Director
- Human Resources Director
- Library Director
- Public Works Director
- Recreation Director
- Town Clerk

Assistant Department Heads:

- Assistant Town Manager
- Assistant to the Town Manager
- Assistant to the Finance Director
- Operations Manager

Other Specifically Designated Positions:

- Building Official
- Community Redevelopment Agency (CRA) Economic Development Director
- CRA Project Manager
- Dockmaster
- Librarian I
- Librarian II
- Senior Registered Civil Engineer
- Senior Registered Architect

APPENDIX C

Appendix C, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Performance Evaluation Forms.

DRAFT

TOWN OF LAKE PARK

DEPARTMENT HEAD/DESIGNATED SUPERVISORY EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.[1]

Type of Evaluation: Annual ☐ Other _____
Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:
The following section is to be completed by the employee and presented to the employee's immediate supervisor (attach additional pages if more space is needed). *Please do not use pencil.*

1. What were your goals/objectives during this evaluation period?

_____
_____
_____

2. What were your achievements/accomplishments during this evaluation period?

_____
_____
_____

3. How well did you do in meeting your goals and objectives? (Use a rating factor of 0 to 4 as specified in Step 2 of this Form and explain how and why you gave yourself that rating.)

_____
_____
_____

4. In what areas of your job do you believe you could improve and how would you accomplish those improvements?

_____
_____
_____

[1] For a more detailed discussion of the employee evaluation process, please refer to the Town of Lake Park Handbook of Procedures for Employees of the Town, Section 4.

5. What can the Town of Lake Park and your immediate supervisor do to better assist you in performing your job and fulfilling your job requirements, goals and objectives?

_____

_____

_____

_____

6. What do you believe should be your goals/assessments for your next evaluation period?

_____

_____

_____

Step 2. Employee Evaluation:

Upon completion of Step 1 Self-Evaluation by the employee, the following evaluation section is to be completed by the employee's immediate supervisor using the following rating factors:

Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job.
3	Above Expectations	Job performance that routinely is above the expectations of the job.
2	Meets Expectations	Job performance that routinely meets the expectations of the job.
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job.
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.

NOTE: After completing the evaluation of the employee, the immediate supervisor shall forward the Evaluation Form to the Department Head, if applicable, or the Town Manager for review before the evaluated employee receives his/her evaluation.

1. Planning

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Set goals/objectives with end results that can be met?						
Develop strategies/tactics to meet schedules and deadlines?						
Communicate plans by involving appropriate parties?						

2. Organizing

	4	3	2	1	0	N/A
How effectively **does the employee . . .**	***	***	***	***	***	***
Arrange **and allocate** department **resources?**						
Prioritize, **schedule and** organize **work activities?**						
Arrange **and allocate** equipment/material **resources?**						

3. Communication

	4	3	2	1	0	N/A
How effectively does the **employee . . .**	***	***	***	***	***	***
Use clear, logical **and concise verbal** communications?						
Use **clear**, logical **and concise written** communications?						
Communicate his/her expectations **to** departmental staff?						
Establish clear lines **of** communication **within his/her** Department **and/or with consultants?**						

4. Leadership

	4	3	2	1	0	N/A
How effectively **does** the employee . . .	***	***	***	***	***	***
Motivate, guide and influence staff (set **a** good example)?						
Create a work environment that fosters employee participation?						
Provide appropriate feedback **through praise/discipline?**						

5. Decision Making

	4	3	2	1	0	N/A
How effectively does the **employee . . .**	***	***	***	***	***	***
Follow established **policies** and procedures?						
Make timely decisions?						
Implement **decisions** (follow through)?						

6. Delegating

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Assign authority/responsibility when delegating tasks?						
Assign work to meet goals and promote employee growth?						
Delegate tasks that challenge and motivate employees?						
Delegate tasks that are consistent with employee job responsibilities?						

7. Problem Solving

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	**
Identify problems and utilize or suggest alternative strategies for resolving problems?						
Develop and implement innovative ideas that have a positive Impact?						
Resolve daily, short-term and long-term issues?						
Evaluate alternatives?						

8. Knowledge of Area and Job Effectiveness

	4	3	2	1	0	N/A
How effective is the employee at. . .	***	***	***	***	***	***
Demonstrating knowledge and skills necessary to manage/supervise the department?						
Understanding general plans and goals of the department?						
Recognizing job priorities?						
Developing realistic plans for accomplishing assignments?						

9. Cooperation and Customer Service

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond to and interact positively and courteously with the public and co-workers?						

10. Staffing

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Assess strengths/developmental needs of staff?						
Assign staff consistent with employee job responsibilities?						

11. Financial Management

	4	3	2	1	0	N/A
How effectively does the employee. . .	***	***	***	***	***	***
Plan (budget) for and allocate financial resources?						
Stay within appropriated funding amounts?						
Consistently secure products and/or services that are cost effective?						

12. Goals

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Establish departmental goals?						
Achieve departmental goals?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses in the Town of Lake Park?						

13. Work Ethic

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Demonstrate adherence to Town rules, regulations and policies?						
Observe work hours, attendance and punctuality consistent with an exempt, management or supervisory employee?						
Foster a leadership role in ensuring that the employee's individual work ethic sets a positive example for Town employees?						

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of 0 to 4 to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 42 assessment ratings. Divide the total score (e.g., 128) by the number of ratings (e.g., 42) to arrive at an overall rating (e.g., 3.04) and round to closest rating under Total Rating Factor (e.g., 3.0.)

TOTAL RATING FACTOR	PERCENT MERIT INCREASE
0 to 1.9	0 percent
2.0 to 2.5	2 percent
2.6 to 3.0	3 percent
3.1 to 3.5	4 percent
3.6 to 4.0	5 percent

Overall Evaluation Rating_____

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**

Evaluator's Comments**

_____
_____
_____
_____

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee in Section 3 above. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

**NOTE: If the evaluator is not the Town Manager, the completed evaluation is to be sent to the Human Resources Director for review by the Town Manager before it is presented to the employee.

List any job-related education or training programs for the employee to undertake during the next rating period.

_____

_____

_____

_____

List agreed upon goals/objectives for the next evaluation period.

_____

_____

_____

_____

Signature: _____ **Date:** _____
Evaluator

Signature: _____ **Date:** _____
Town Manager

Employee's Comments

_____

_____

_____

_____

Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

For Human Resource Dept. Use Only

Current Hourly Rate: $_____ Merit Percent Increase: _____% Proposed Hourly Rate: $_____

DRAFT

TOWN OF LAKE PARK

GENERAL EMPLOYEE EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

Employee Status: Full-Time ☐ Part-Time ☐

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.[1]

Type of Evaluation: Probationary ☐ Annual ☐ Other _____
Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:
The following section is to be completed by the employee and presented to the employee's supervisor (attach additional pages if more space is needed).
Please do not use pencil.

1. What were your strengths and accomplishments during this evaluation period?

_____
_____
_____
_____

2. In what areas do you think you could improve?

_____
_____
_____
_____

3. How will you accomplish your improvements (i.e., what can you do to improve your job performance)?

_____
_____
_____
_____

[1] For a more detailed discussion of the employee evaluation process, please refer to the Handbook of Procedures for Employees of the Town, Section 4.

4. How can the Town of Lake Park or your supervisor assist you in performing your job and fulfilling your job requirements?

_____
_____
_____
_____

5. What would you like to accomplish during the next evaluation period?

_____
_____
_____
_____

6. What suggestions do you have for improving department or Town services?

_____
_____
_____
_____

Step 2. Employee Evaluation:
Upon completion of Step 1 Self-Evaluation by the employee, the following evaluation section is to be completed by the employee's supervisor using the following rating factors:

Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job
3	Above Expectations	Job performance that routinely is above the expectations of the job.
2	Meets Expectations	Job performance that routinely meets the expectations of the job.
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.

1. Job Knowledge

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Apply knowledge and skills necessary to perform job?						
Understand **and use** standard procedures?						
Demonstrate job knowledge, **skills and** abilities?						
Recognize job priorities?						
Develop **realistic** plans to accomplish assignment(s)?						

2. Quality of Work

	4	3	2	1	0	N/A
How well does the employee . . .	****	***	***	***	***	***
Pay attention to accuracy and detail?						
Perform work according to job requirements?						
Recommend and/or implement creative, innovative and practical solutions?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses of the Town of Lake Park?						

3. Job Dependability

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Follow instructions and complete work on time?						
Assume full responsibility for assigned tasks?						
Demonstrate reliability with respect to work completion?						

4. Job Initiative

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Perform tasks with independence appropriate to the assignment?						
Actively seek additional assignments?						
Take effective action without being told?						
Communicate timely and accurate information to appropriate personnel?						

5. Judgment

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Assist identifying solutions to problems or alternate courses of action?						
Evaluate the pros, cons and impact prior to making decisions?						
Take appropriate action when difficult situations arise?						

6. Cooperation and Customer Service

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond promptly and courteously to co-workers?						
Respond promptly and courteously to the public?						

7. Safety

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Show concern for the safety of co-workers and the public?						
Operate equipment and machinery in accordance with established safety rules and regulations?						
Utilize personal protective equipment (PPE) suitable to the job performed?						

8. Employee Attendance and Compliance with Town and Departmental Rules

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Adhere to the Town's rules and regulations concerning attendance?						
Adhere to the Town's rules and regulations concerning punctuality?						
Observe and follow the Town's rules, regulations and procedures?						
Demonstrate a willingness to follow departmental rules, regulations and directives?						

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of 0 to 4 to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 30 assessment ratings. Divide the total score (e.g., 100) by the number of ratings (e.g., 30) to arrive at an overall rating (e.g., 3.33) and round to closest rating under Total Rating Factor (e.g., 3.3.)

TOTAL RATING FACTOR	PERCENT MERIT INCREASE
0 to 1.9	0 percent
2.0 to 2.5	2 percent
2.6 to 3.0	3 percent
3.1 to 3.5	4 percent
3.6 to 4.0	5 percent

Overall Evaluation Rating _____

Evaluator's Comments**

_____

_____

_____

_____

Signature: _____ **Date:** _____

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

****The completed evaluation is to be sent to the Human Resources Director for review by the Town Manager before it is presented to the employee.**

List any job-related education or training programs for the employee to undertake during the next rating period.

_____

_____

_____

_____

List areas for employee improvement in the next evaluation period.

_____
_____
_____
_____

Signature: _____ **Date:** _____
Town Manager

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**

Employee's Comments

_____
_____
_____
_____
_____

Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

DRAFT

For Human Resource Dept. Use Only

Current Hourly Rate: $_____ Merit Percent Increase: _____% Proposed Hourly Rate: $_____

APPENDIX D

Appendix D, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Cellular Phones and Mobile Communication Devices Policy.

DRAFT

TOWN OF LAKE PARK CELLULAR PHONES AND MOBIL COMMUNICATION DEVICES POLICY

Objective:

The objective of this policy and its procedures is to provide guidelines to Town employees regarding Cellular Phones and Mobile Communication Devices (CP/MCD) required for the purpose of conducting Town business and to provide issuance and procurement processes and reimbursement procedures.

Scope:

This policy applies to all Town employees who are required to carry a Cellular Phone or Mobile Communication Device in the performance of their duties with the Town.

Policy:

The Town is committed to providing tools and equipment that enhance or improve the employee's ability to perform their job functions effectively. CP/MCD provide employees with the ability to perform the functions of their duties in a much more efficient manner therefore management requires certain employees, positions, functions or shifts to be equipped with these devices.

Personal Devices; Stipends and Use:

The Town will offer a taxable monthly stipend for CP/MCD usage to employees whose duties and responsibilities require access. The Town Manager will determine which employees should receive monthly stipends and at what rate.

Authorization of monthly stipends should be determined by one or more of the following performance criteria:

- Critical decision maker
- An integral part of performing duties of the job
- Required to be contacted on a regular basis
- Work is regularly conducted in the field
- Required to be on-call

Instances of exceptional situations and/or emergency use may require service beyond the normal usage and control of employees. Under these circumstances the employee and Department Head should review the situation and reimbursement may be approved by the Town Manager.

For employees not eligible for a monthly stipend, the use of privately-owned CP/MCD for Town business will be reimbursed after a detailed accounting of the use is provided and approved by the Department Head.

Use of privately-owned CP/MCD must not interfere with the employee performing their job duties.

Town Issued Devices:

In the course of Town business a determination may be made to issue CP/MCD to employees that are deemed to be used for the sole purpose of conducting Town business. Town issued devices will be the direct responsibility of the employee. In this instance, the Town will receive and pay invoices directly to the vendor for services and equipment. Whenever practical, employees should use landline phones or other means of communication that would otherwise save minutes on their town issued devices. Prudent use of the Town's resources is an integral part of Town employment.

Personal use of Town issued devices must be reimbursed by the employee. If a direct cost of personal use is not able to be determined from the monthly bill a percentage of the personal use compared to the business use will be determined and the employee will reimburse the Town for the personal use percentage of the entire monthly bill. De minimus (minimal) or emergency type use on occasion will not warrant reimbursement.

Any misuse or negligent acts to Town owned property may result in disciplinary action or termination.

Procurement:

The procurement of Town issued CP/MCD, accessories and service plans shall be the direct responsibility of the Chief Information Technology Officer. Every effort should be made to pool the resources and needs of all departments when procurement of services and plans are being considered. Department Heads will approve the service maximum monthly requirements for each Town issued service.

For employees receiving the monthly stipend the procurement of CP/MCD, accessories, service plans, termination fees, and all associated costs is the direct responsibility of the individual receiving the stipend. In this instance eligible employees will establish personal service with the company of their choice. The Town reserves the right to specify certain minimum capabilities and access of equipment and service used in conjunction with this stipend.

The Town Manager may allow reimbursement of expenses for replacement equipment not to exceed $100 in each fiscal year.

Financial hardships brought on to employees that are a direct result of decisions of the Town (other than employee misconduct) may be reimbursed by the Town. These types of decisions might include a reduction or cancellation of stipend, etc. and would thereby adversely impact an employee who had already committed to a long term contract. Appropriate documentation will be required and provided by the employee and approved by the Department Head, reimbursement would not be taxable.

Invoice Review, Expense Reimbursement and Payment:

Town issued devices will be billed to and paid by the Town. Detailed Invoices must be reviewed for accuracy by the employee or department to whom the device is issued and approved by the Department Head or their designee for payment. Any discrepancies, errors or fraudulent use should be documented and dealt with appropriately and effectively. Employees that are issued Town devices will reimburse the Town for non-minimal personal use as provided herein.

Reimbursement for business related expenses to employees who do not receive a monthly stipend will be processed after a detailed accounting of the use is provided and approved by the Department Head.

Reimbursement up to $100 per fiscal year to employees that do receive the monthly stipend will be processed after approval is obtained from the Town Manager.

Approved invoices must be forwarded to the Finance Department for payment.

Safety Guidelines:

Use of a CP/MCD while driving is strongly discouraged. When driving a Town vehicle, the use of a CP/MCD shall be with a hands-free device to ensure the promotion of safety practices and accident prevention.

All Town issued devices are the property of the Town of Lake Park. Employees may be financially responsible for the loss, damage, or failure to return assigned property. In the event of loss or damage to a Town issued CP/MCD the employee is required to immediately notify the Chief Information Technology Officer. Failure to do so will be grounds for disciplinary action.

Cellular transmissions may not be secure, and employees should use discretion when relaying confidential information.

Authority:

Any changes or variations to this policy must be approved in writing by the Town Manager.

APPENDIX E

Appendix E, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Motor Vehicle Policy.

TOWN OF LAKE PARK MOTOR VEHICLE POLICY

Purpose:

The primary purposes of this motor vehicle policy and procedures are to establish standards governing the system of motor vehicle assignment, utilization and operation; maximize the efficient and effective use of the Town's fleet in support of organizational goals and program objectives; control the use of Town owned and/or leased and personally owned and/or leased motor vehicles in the conduct of Town business; limit liability to the Town; and, hold employees accountable for any violations of policy or safety standards.

Scope of Applicability:

This policy applies to all employees and any appointed or elected officials or independent contractors who operate Town owned and/or leased motor vehicles including special use motor vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site.

Definitions:

The following definitions shall be used in interpreting and applying this policy:

- "Town Manager/Department Head/Foreman" shall also mean "or designee";
- "Official business, " business of the Town" or "services" shall mean any activity carried out by an employee in the performance of Town business;
- "Department/Division Pool Vehicle" shall mean a vehicle that has been provided to a department / division for use by employees on an as needed basis;
- "Motor Vehicle Assignment" shall mean the exclusive issue of a vehicle to an employee;
- "Take Home Authorization" shall mean the approval for an employee to take a vehicle home and to use the vehicle for daily commuting purposes between work and home;
- "Town Vehicle" shall mean any Town owned and/or leased motor vehicle; and
- "Pool Vehicle" shall mean any Town Vehicle assigned to a department for shared use by department employees.

Standards and Procedures:

General

- A Town vehicle is to be used for official Town business and shall not be used by an employee for personal reasons except as provided in this policy.

- A Town vehicle will be used for local travel whenever available.

- Any abusive, reckless or negligent act while operating any Town vehicle or personal vehicle while on Town business may result in a suspension or termination of an employee's driving privileges and may be grounds for further disciplinary action as provided for in the Employee Handbook or collective bargaining unit agreements.

- Employees shall obey all Town, County, State and Federal laws while operating any motor vehicle.

- Transporting non-employees for other than Town business must be approved in advance in writing by the Town Manager.

- When cargo, materials or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the motor vehicle or trailer and from being stolen.

- No person shall be allowed to ride on a running board, fender, hood, tailgate, bed or other location on a motor vehicle not designed or approved by the motor vehicle manufacturer for passengers.

- The operator shall not operate any motor vehicle when the normal field of vision is obstructed in any way.

- A qualified operator must be positioned at the motor vehicle's controls any time it is running. No motor vehicle except those responding to emergency situations shall be left unattended without first stopping the motor, locking the ignition, removing the key, setting the parking brake and locking the doors or otherwise securing the motor vehicle to prevent theft, vandalism or unintentional movement.

- The Town shall not be responsible for any personal property left in Town vehicles when used in the performance of Town business.

- Any employee receiving a ticket/citation for a violation of a Motor Vehicle Law, while operating his/her own vehicle or a Town Vehicle, will be responsible for payment of ticket/reinstatement of driver's license.

- No cell phone usage is permitted while operating a Town vehicle if the phone is not equipped with a hands free device. In addition, the following guidelines must also be adhered to: Whenever possible pull off the road to receive or place a call. If traffic is congested you shall not answer the phone or place a call. The stored phone number feature should be used to minimize the amount of numbers needed to be dialed to place a call. If traveling in an area where laws or ordinances prohibit cell phone usage, you must not use your phone at all.

- Text messaging while operating a Town vehicle is strictly prohibited.

Motor Vehicle Operation:

Town Vehicle Care

- An employee who operates a Town vehicle is responsible for the proper care of that vehicle.

- Fluid levels including brake, transmission, engine oil, and coolant shall be maintained. Missed service appointments may lead to loss of Town vehicle assignment.

- Any defects that will affect safe operation of the Town vehicle shall be reported promptly to the operator's supervisor and Vehicle Maintenance Foreman. No employee shall operate a Town vehicle that is in an unsafe condition.

- Any Town vehicle damage beyond normal wear and tear must be documented and reported to the operator's supervisor and Vehicle Maintenance Foreman.

Driver License

- A valid Florida driver license must be in the employee's possession at all times while operating a Town vehicle.

- For employees who are required to operate a commercial vehicle, they must:

  - Successfully pass a D.O.T. medical physical every two (2) years.

  - Comply with all State and Federal D.O.T. rules and regulations.

  - Comply with the Federal Commercial Motor Vehicle Safety Act of 1986, and obtain a Commercial Driver's License (CDL).

- Pass the qualifying training and proficiency review provided by the supervisors, where applicable (e.g. vehicles exceeding 26,000 GVWR or larger).

- Commercial operators must notify in writing Human Resources and their Department Head no later than the end of the next business day of a conviction for any traffic violation (except parking). This is true no matter where or what type of vehicle is driven.

- An employee who operates a Town vehicle must notify Human Resources and Department Head no later than the end of the next business day when an issued license has been suspended, revoked or canceled, or if for any other reason the employee is disqualified from driving.

- An employee who may operate a motor vehicle on official Town business shall provide a photocopy of his or her current Florida driver license to the Human Resources Department for his or her personnel file.

Accident Reporting Requirements

Any accident involving a Town vehicle or personal vehicle used in the performance of Town business shall be reported as follows:

- summon medical care for any injured parties;

- notify appropriate law enforcement authorities;

- notify immediate supervisor;

- employees involved in an accident should not offer any admission of guilt or information regarding the cause of the accident without first consulting with Risk Management;

- the supervisor shall immediately notify the Risk Management Division, initiate departmental investigation of the accident or act at the direction of the Risk Management Division and complete all required Town reports and recommend any follow-up preventive actions to the Human Resources Director as the Town's Risk Manager;

- failure to report as set forth above may result in disciplinary action, up to and including termination of employment;

- a drug and alcohol test is required in accordance with the Employee Handbook and/or Collective Bargaining Agreement;

- when an operator on Town business is determined to be at fault in a motor vehicle accident, the supervisor may recommend disciplinary action in accordance with Town policy and/or collective bargaining agreements; and

- an employee who uses an assigned Town vehicle for any purpose outside the direct scope of Town business and is involved in an accident may be denied workers compensation benefits in accordance with the policy.

Use of Safety Restraints

- All Town motor vehicles must be equipped with seat belts and all occupants of Town motor vehicles must properly wear seat belts any time the motor vehicle is in motion.

- The operator of construction, excavation and other off-road equipment shall use the occupant restraint system any time the motor vehicle is in operation.

- Employees are prohibited from removing, deactivating, modifying or otherwise defeating any occupant restraint installed by the manufacturer unless approved or instructed by the manufacturer.

Parked Motor Vehicles

Any motor vehicle left unattended shall be legally parked in a designated parking space. Motor vehicles responding to emergency situations or those parked on job sites shall be parked with due regard to safety and security considerations.

All Town vehicles except those taken home shall be secured in a Town parking lot during non-duty hours. When it is necessary to leave a motor vehicle at a job site overnight, the operator shall ensure the motor vehicle is parked and secured in an area which provides reasonable security.

Trailers and Towing

- An operator whose motor vehicle is towing a trailer, dolly or other equipment shall assure that the trailer weight does not exceed the rated capacity of the vehicle or trailer hitch, that the trailer is coupled properly to the hitch and that the safety chains are properly fastened.

- The operator shall ensure that the trailer or other towed equipment is supplied with proper and functioning lights including brake lights turn signals and running lights.

- Any motor vehicle having a load which extends more than four (4) feet beyond the rear of the vehicle shall have the end of the load marked with a red flag. The red flag must be a least twelve (12) inches square.

Mandatory Personal Auto Insurance Coverage

- Employees who elect to receive car allowances to use their personal vehicles to conduct Town business are required to maintain an insurance limit of $100,000 per person/$200,000 per accident or occurrence. The monthly car allowance offsets the cost associated with the increased insurance limit.

- Employees to whom this policy applies are subject to an annual drivers' license review by the Town's Risk Management Office. Departments are responsible for verifying proof of insurance each year and submitting to Risk Management.

- The Town will not assume any liability for bodily injury or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with the operation of his/her personal vehicle.

- The Town does not specify and assumes no responsibility for any other coverage employees carry on their own cars since this is a matter of individual status and preference.

- Failure to maintain the mandatory insurance limit will result in disciplinary action, up to and including termination.

Tobacco Use Prohibited

The use of any tobacco product (smoking or smokeless) is prohibited in any Town vehicle.

Assignments:

Upon recommendation assignments of Town vehicles shall be as follows:

Assignments while on duty:

- Exclusive Use Assignments: Where dictated by job responsibilities of a classification/position, a motor vehicle may be assigned for the exclusive use of an employee.

- Pool Vehicles: Where dictated by need a department/division may be assigned pool vehicles. Such vehicles are requested by the Department Head and approved by the Town Manager. Employees may use pool vehicles as approved by the Department Head. Pool vehicles are intended for shared use by department employees and shall not be exclusively assigned.

Authorization to Take a Town Vehicle Home:

- Authorization to take a Town vehicle home must be requested by the employee on a completed Vehicle Take-Home Authorization Form , recommended by the Department Head and approved by the Town Manager.

- The Town Manager may authorize the occasional take-home use of a department/division pool vehicle for specific authorized functions or activities requiring a Town vehicle at nighttime to transport people and /or equipment to/from an activity provided that:

  (1) the domicile of an employee is such that it would be inefficient to pick up and return the vehicle to its normal storage location before and after the event; or

  (2) for early morning business travel, picking up a vehicle at its normal storage location would be inefficient, in which case an employee may be permitted to park a Town vehicle at their domicile overnight as long as adequate security is provided.

The Town Manager may authorize the take-home use of a department/division pool vehicle when an employee is placed on standby or call-back status, for a period not to exceed fifteen (15) consecutive days for any one assignment.

Reimbursement for the Use of Personal Vehicles:

Each employee who is required to use their personal vehicle in the performance of Town business shall be reimbursed for such usage at the prevailing mileage rate in accordance with the Town Travel Policy. An employee shall be responsible for all insurance, maintenance and fuel costs associated with the operation of their personal vehicle. Employees will not be reimbursed for the use of a personal vehicle if a Town vehicle was available unless specifically approved by the Town Manager.

An employee may be awarded a monthly motor vehicle allowance as approved by the Town Manager. Employees who receive a monthly allowance may not receive reimbursement for in-town travel but may be reimbursed for out-of-town travel.

Appropriate Use of Town Vehicles:

A Town vehicle shall be used only for official travel while in the performance of Town business or services. Infrequent limited personal use of Town vehicles may be permitted when such use is incidental to the conduct of official business, such as:

- Stopping at a restaurant or fast food establishment for the purpose of eating during the designated meal period when the meal period coincides with official business travel requiring a Town vehicle, when working in a remote area and a Town vehicle is the only transportation available to reach a food establishment or when attending Town-approved meetings, conferences presentations or functions. The food establishment must be on the normal route to the work location or in close proximity to the work location.

- Stopping at a convenience store, gas station or food establishment for the purpose of buying refreshment during an official work break period or for using restroom facilities if such stop is in concert with official duties requiring travel in a Town vehicle and does not deviate from the normal route of travel.

At no time will a Town vehicle be parked at an adult entertainment establishment or an establishment whose primary business is the sale of alcoholic beverages.

A Town take-home vehicle shall not be used to replace an employee's personal vehicle for leisure-time use.

Taxable Benefit:

The employee is responsible for any taxable benefit that may accrue as a result of the use of a Town assigned take-home motor vehicle and must submit the required documentation to the Finance Director. Failure to submit required documentation may result in:

- loss of Town assigned take-home vehicle; and

- additional personal income tax liability

APPENDIX F

Appendix F, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Travel Policy.

TOWN OF LAKE PARK PER DIEM AND TRAVEL EXPENSE POLICY

PURPOSE

The primary purpose of this per diem and travel expense policy is to establish the specific procedures related to travel by Town employees, the Town Manager, Mayor and Commissioners, as well as to establish the required procedures to be used to obtain reimbursement of travel expenses. This policy additionally establishes the allowable travel reimbursement rates. By way of definition, wherever employees are referenced, such definition includes the individuals listed above.

POLICY

- Authorization – All travel by Town employees to attend conventions, conferences, or training programs must be approved in advance by the appropriate Department Head. The Town Manager will approve requests for department head travel and training.
- Budget Provisions – No employee will be authorized to attend any convention, conference or training program at Town expense, unless funding is available in the annual budget, and budget constraints do not prohibit travel.
- Advance/Reimbursement – All authorized persons required to travel on Town business shall be reimbursed in accordance with established procedure. Reimbursement must be properly documented and must include receipts when required.

RESPONSIBILITY

- The Finance Director is responsible for implementing this policy, under the direction of the Town Manager. The Department Heads are responsible for the application and implementation of the policy within their departments.

PROCEDURES

Registration fess for authorized conventions, conferences and training seminars shall be paid by the Town.

Travel expenses – It is the intent of this section that employees attending approved

conferences shall utilize the most economical means of transportation available unless specifically approved by the Town Manager. Any deviation from this policy shall result in the employee being responsible for the additional expenses and travel time off.

Mileage Reimbursement – Employees attending approved conferences shall be paid according to the Internal Revenue Code rate for the use of the employee's personally owned vehicle.

Parking and tolls will be reimbursed according to receipt verification.

Meal Reimbursement – The Town will reimburse the employee for meals in accordance with the reimbursement schedule set forth below:

Meal	Amount	Travel Time Departure/Arrival
Breakfast	$ 7.00	Before 6:00 A.M/After 8:00 A.M.
Lunch	$ 10.50	Before 12 noon/After 2:00 P.M.
Dinner	$ 24.50	Before 6:00 P.M./After 8:00 P.M.

- This reimbursement will be made without the necessity of receipts being maintained.

Short or Day Trips – All travelers who do not require overnight accommodation away from home, will be paid in accordance with the above reimbursement schedule. The total amount of reimbursement will be included in the employee's paycheck following the date of attendance and submission of a travel expense report.

Meals provided as part of the registration fees will not be reimbursed.

Lodging – Lodging is paid on an actual cost basis, and its expense must be substantiated by a receipt. Lodging costs must be paid by Town check or purchasing card in order to avoid paying taxes. The Town is exempt from state sales tax and therefore, will not pay sales tax on lodging within Florida. It is the employee's responsibility to provide the lodging vendor with a copy of the Town's sales tax exemption certificate and ensure that no State taxes are charged.

Car Rental – When, subject to prior approval of the Department Head, a vehicle is rented by an individual traveling on Town business, the individual renting the vehicle shall purchase, at the Town's expense, the vehicular insurance offered by the rental agency. Failure to do so will result in the individual's own insurance being considered primary in

the event of an accident and place the individual renting the vehicle at personal financial risk.

Incidental Expenses – The following incidental expenses of the traveler may be reimbursed when receipts are provided:

- Reasonable taxi fare.
- Communication expense (must be documented as official business).
- Registration fees not paid in advance.
- Reasonable tipping and baggage charges (receipts not necessary – up to $10.00 per day maximum).

Travel Expense Report – at the conclusion of travel a Travel Expense Report must be submitted together with all of the required receipts to the Finance Department. Application for payment of travel expenses must contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter.

Fraudulent Claims – Any person who willfully makes and subscribes any such claim that he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation of such a claim that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, commits a misdemeanor of the second degree, punishable as provided by State law. Whoever receives an allowance or reimbursement by means of a false claim is civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

APPENDIX G

Appendix G, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Domestic Violence Victim's Leave Policy.

TOWN OF LAKE PARK DOMESTIC VIOLENCE LEAVE POLICY

Any employee of the Town or an employee who has a family member or household member who is a victim of domestic violence is eligible for up to three (3) workdays of unpaid leave from work in any twelve (12) month period to participate in activities resulting from an act of domestic violence. The Town will permit leave for an employee to participate in the following specific activities:

a. Seek a protective or injunctive order for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

b. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;

c. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;

d. Make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or

e. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

For purposes of the Town's policy, the following definitions apply:

a. Domestic and sexual violence include any assault, aggravated assault, battery, Aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

b. Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

c. Victim means an individual who has been subjected to domestic or sexual violence.

d. The twelve-month period for determining whether the three (3) workdays of leave is based on a rolling twelve (12) month period commencing upon the first date of leave.

APPLYING FOR LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE:

Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this policy must submit a written Request for Leave for approval along with sufficient documentation of the act of domestic or sexual violence.

MAXIMUM LEAVE ALLOWABLE:

Employees are eligible for a maximum of three (3) workdays of unpaid leave per twelve (12) month period.

PAY STATUS:

Employees seeking leave under this policy must have exhausted all vacation, personal leave, sick leave and compensatory time before unpaid domestic violence leave will be granted.

CONFIDENTIALITY:

Information relating the employee's leave under this policy will be kept confidential and is exempt from disclosure to the extent permitted by law.

NON-RETALIATION:

An employee will not be discharged, demoted, suspended, retaliated against or in any other manner discriminated against for exercising his or her rights under the Town's policy.

APPENDIX H

Appendix H, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Drug Free Workplace Policy and Procedure.

TOWN OF LAKE PARK DRUG FREE WORKPLACE POLICY AND PROCEDURES
POLICY STATEMENT, SECTION 8
"DRUG FREE WORKPLACE POLICY"

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is hereby implemented pursuant to the Drug-Free Workplace Program under Florida law, Chapter 440, et seq., Florida Statutes. This law provides that an employee who is injured in the course and scope of his/her employment and who either tests positive on a drug or alcohol test or who refuses to be tested forfeits his/her eligibility for workers' compensation medical and indemnity benefits.

Questions concerning the Town's policy should be presented to the Human Resources Department for guidance or clarification.

II. SCOPE

All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements. Employees covered by a Collective Bargaining agreement may have specific language in their agreement concerning the Town's Drug Free Workplace policy; however, all employees of the Town are expected to comply with the provisions contained in the Town's policy, including any enacted amendments or supplements to Florida law or administrative regulations.

III. DEFINITIONS

The definitions set forth in Chapter 440, Florida Statutes, and the Florida Administrative Code will apply to the terms used in this policy.

IV. ALCOHOL USE PROHIBITIONS

A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of alcohol while at work, on duty or while operating a Town vehicle.

B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Town's image or relationship with other employees or the public, is prohibited.

C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .05 percent blood alcohol in his/her system at the time of testing.

D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors. The determination of what action is appropriate in each case rests solely with the Town.

E. Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

V. DRUG USE PROHIBITIONS

A. All employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Town properly (including parking areas and grounds) or while otherwise performing Town duties away from the Town. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from reporting to work or working with the presence of any such illegal or unauthorized controlled substances or excessive amounts of otherwise lawful controlled substances in their systems.

B. For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

C. The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.

D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

VI. TESTING

The Town shall conduct drug tests in the following circumstances:

A. Applicant Testing

1. All job applicants will be tested for the presence of illegal drugs as part of the application process.

2. The Town may elect to conduct limited testing of job applicants and only test applicants who apply for certain job positions, based on a reasonable classification basis.

3. The Town may allow a job applicant to begin work pending the results of the drug test; however, any such employment is conditional and may be revoked if the applicant/employee fails the required test.

4. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre- employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.

B. Reasonable Suspicion Testing

Employees must submit to a drug test if the Town has reasonable suspicion that they have violated any of the rules set forth in this policy. "Reasonable suspicion" may arise from, among other factors:

1. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.

2. Deterioration in work performance.

3. A report of drug use provided by a reliable and credible source.

4. Evidence that an individual has tampered with a drug test during his/her employment with the Town.

5. Information that an individual has caused, contributed to or been involved in a workplace or vehicular accident.

6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on Town premises or while operating Town vehicles, machinery or equipment.

7. Abnormal conduct or erratic behavior while at work.

C. Routine Fitness For Duty Testing

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification or group.

D. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employee must submit to drug testing as a follow-up to such a program, at least once a year for a two-year period after completion of the program. Advance notice of follow-up testing will not be given to the employee being tested.

E. Random Testing

Employees will be required to submit to drug testing on a random basis.
Selection of employees for random testing will be conducted through the use of a neutral selection process.

When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.

Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.

An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

F. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the Town.

VII. PRIOR TO TESTING

A.. The Town may test for any or all of the following drugs:

Alcohol (booze, drink, distilled spirit, wine, malt beverage, intoxicating liquor, etc.)

Amphetamines (Desoxyn, Dexedrine)

Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer)

Cocaine (coke, blow, nose candy, snow, flake, crack)

Phencyclidine (PCP, angle dust, hog)

Methaqualone

Opiates (opium, dover's powder, paregoric, parepectolin)

Barbiturates (Phenobarbital, Tuinal, Amytal)

Benzodiazepines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Restoril, Serax, T ranxene, Valium, Vertron, Xanax)

Methadone (Dolophine, Methadone)

Propoxyphene (Darvocet, Darvon N, Dolene)

Metabolites of any substances listed above

B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement and release of liability prior to testing.

C. Because of the potential adverse consequences of positive test results on employees, the Town will employ a very accurate testing program. All samples will be analyzed by a qualified independent laboratory which has been selected by the Town and certified by the Agency for Health Care Administration or the U.S. Department of Health and Human Services.

D. Applicants and employees will be given an opportunity prior to and after testing to provide any information to the Medical Review Officer which they consider relevant to the test including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. This medical information is confidential and should be given only to the Medical Review Officer. Applicants and employees will also be provided with a notice of the most common-medications by brand name, as well as the chemical name, which may alter or affect a drug test. Finally, applicants will receive a summary of this policy and a list of employee assistance - programs and local drug rehabilitation programs.

E. An employee injured at the workplace and required to be tested will be taken to a medical facility for immediate treatment of injuries. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved testing laboratory.

F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the employer the results of any tests conducted for the purpose of showing the presence of alcohol or drugs in his/her system.

G. Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.

H. The Town will pay the cost of initial and confirmation drug tests which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the Town.

VIII. PROCEDURE

A. Personnel, will coordinate all testing requests except for the random testing carried out under the DOT regulations. Questions regarding this policy or requests for testing should be directed to Personnel or The Town Manager.

B. Drug testing shall be conducted in accordance with the following procedures:

1. Collection, transportation and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Town shall use chain-of-custody procedures as established by state and federal rules and guidelines.

2. Each specimen container shall be labeled.

3. Employees and applicants shall be given a form on which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications or other relevant medical information. The form shall provide notice of the most common medications by brand name, as well as the chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test results.

4. Tests shall be conducted by a laboratory licensed and approved by the Agency for Health Care Administration or certified by the United States Department of Health and Human Services.

5. Specimens may be taken or collected by a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner or certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or by a qualified person employed by a licensed or certified laboratory.

6. A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two (2) drug tests as determined by the Agency for Health Care Administration.

7. Specimens yielding a positive confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test:

   a. for at least 210 days after the result of the test was mailed or otherwise deliver to the Medical Review Officer; or

b. if the employee or job applicant undertakes an administrative or legal challenge to the test result and notifies the laboratory of such, until the case or administrative appeal is settled.

8. During the 180 day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting at the employee's or job applicants expense, by another licensed laboratory licensed and approved by the Agency for Health Care Administration. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.

9. Within five (5) workdays after receipt of a positive confirmed test result from the Medical Review Officer, the Town shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options.

10. The Town shall provide a copy of the test results to the employee or job applicant upon request.

11. Within five (5) workdays after receipt of a positive confirmed test result, the employee or job applicant may submit information to the Medical Review Officer explaining or contesting the test results, or to the Town explaining why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the employee or job applicant shall be provided with a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential and shall be retained by the employer for at least one (1) year.

C. Employee Protection

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.

2. The Town will not request or receive from the testing facility or the Medical Review Officer any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.

3. The Town will not discharge, discipline, refuse to hire, discriminate against or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a Medical Review Officer.

4. The Town shall not discharge, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. The Town retains the right to select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

5. All authorized remedial treatment, care and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care and attendance provided to the employee after a future date certain will be denied. An employee who voluntarily comes forward before being confronted, tested or involved in a drug-related incident may be provided rehabilitative opportunities, leave or an opportunity to resign as determined by management in consultation with a Town coordinating physician.

6. The Town shall promptly detail in writing the circumstances which formed the basis of a determination that reasonable suspicion existed to warrant testing and shall provide this documentation to the employee upon request. The original documentation shall be kept confidential and shall be retained by the Town for at least one (1) year.

IX. DISCIPLINARY ACTION

A. In the case of a first-time violation of the Town's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including termination of employment. Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits and will subject the employee to termination of employment.

B. The Town may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.

C. Any employee having a second positive drug test during his/her employment with the Town will be terminated from employment.

D. Employees who are not immediately terminated for testing positive or for some other violation of the policy shall, at the Town's sole discretion, be required to execute an agreement acknowledging:

1. That they tested positive or otherwise violated the policy; and,

2. That in exchange for the Town not terminating employment for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Town's coordinating physician in conjunction with management; to undergo periodic unannounced drug testing for a period of two (2) years, and be subject to termination from employment for <u>any</u> future violation of the policy.

E. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated from employment, will not be returned to work or continue working until they have been evaluated by the Town's EAP Program Provider in conjunction with administration to determine if they can safely return to work.

X. INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

X1. ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of employment, an employee will notify the Town of any criminal drug statute conviction. The employee must give notice to the Town within five (5) days of such conviction.

XII. CONFIDENTIALITY

All information received by the Town as a result of a drug testing program is confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except:

A. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.

B. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida law.

C. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.

D. The Town, agents of the Town or laboratories conducting drug tests may have access to and use employee drug test information when consulting with legal counsel in connection with actions brought under or related to Chapter 440 Florida Statutes or when the information is relevant to the Town's defense in a civil or administrative matter.

APPENDIX I

Appendix I, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Social Security Number Privacy Policy.

SOCIAL SECURITY NUMBER PRIVACY POLICY AND OPERATION PROCEDURES

Statement of Town Policy. The Florida Legislature expressly acknowledged in the 2007 amendments to Section 119.071, Fla. Stat. (2007), that the social security number was never intended to be used for business purposes, but rather was intended to be used solely for the administration of the federal Social Security System. The Legislature also recognized that over time, social security numbers have been used extensively for identity verification purposes and other legitimate consensual purposes. Because social security numbers can be used as a tool to perpetuate fraud against an individual and to acquire sensitive personal, financial, medical, and familial information, the release of which could cause great financial or personal harm to an individual, state law requires the agencies that are subject to the Florida Public Records Act, Chapter 119, Fla. Stat., which includes the Town of Lake Park ("Town") implement a policy consistent with state law, to keep social security numbers that the Town collects confidential, and not subject to disclosure except in limited circumstances.

In accordance with state law, it is the policy ("Policy") of the Town to protect the confidentiality of social security numbers, which may be obtained by the Town pursuant to this Policy. All Town employees must strictly adhere to this Policy. Any employee who violates the provisions of this Policy and its operating procedures, will be subject to discipline, in accordance with the applicable provisions of the Handbook of Procedures for Employees of the Town of Lake Park, and may also be subject to the imposition of criminal and non-criminal penalties pursuant to Section 119.071, Fla. Stat., for violations, including a fine of $500.00 per violation, against any public officer who violates the provisions.

Operating Procedures.

1. **Collection and Use of Social Security Numbers by the Town.** Social security numbers may be collected by the Town from persons applying for employment with the Town, Town employees, applicants for certain licenses and permits issued by the Town, and persons and entities doing business with the Town and/or receiving services from the Town, or for any other Town purpose. The Town may use social security numbers that the Town acquires for any of one or more of the following purposes:

    - Employment background checks (including but not limited to, consumer credit, criminal record, driving history, verification of employment, fingerprints, NCIC/FCIC checks, FDLE checks, local and state record checks, verification of military service, clarification for duplicate names, educational background government agencies,), pre-employment physicals and drug testing and screening;
    - Credit history investigations for applicants for positions of financial responsibility or for positions that involve the handling of significant amounts of currency or other valuables;

- To identify Town employees for any purpose allowed under law not limited by state and federal privacy laws; to verify the validity of Florida driver's licenses;
- Verify eligibility for employment pursuant to the Form I-9, Employment Eligibility Verification Form
- Payroll processing (IRS, Social Security, U.S. Citizen & Immigration Service, Unemployment Compensation, Division of Retirement, State of Florida New Hire reporting);
- Withholding and reporting federal income taxes;
- Insurance, retirement/pension and benefit information; To comply with sexual predator and offender laws;
- To comply with state child support reporting requirements;
- To comply with state unemployment compensation reporting requirements;
- To facilitate enrollment in employee benefit plans;
- To facilitate the processing of employee benefit claims
- Process any application for a license or permit to be issued by the Town;
- The Town may disclose social security number to another agency or another governmental entity if such disclosure is necessary for the receiving agency or governmental entity to perform its duties and responsibilities.
- **DISCLOSURE STATEMENTS WILL BE PROVIDED WHENEVER A SOCIAL SECURITY NUMBER IS REQUESTED OR USED BY THE TOWN FOR ANY PURPOSE THAT IS NOT EXPRESSLY DISCLOSED IN THIS POLICY.**

NOTE: The form(s) used for the collection of social security numbers shall contain the complete text of the above-stated disclosure statement, and shall be provided to individuals at the time that the Town collects their social security numbers. Additionally, all Town employees are required to safeguard their own individual security numbers by ensuring that their transmittal of such numbers is done in a confidential and secure manner.

2. **Receipt and Use of Social Security Numbers.** Social security numbers may be obtained and used by the Town for any of the purposes stated above, and in the event the Town requires a social security number for a purpose that is not specifically listed herein, the Town shall provide a specific disclosure statement identifying the purpose for which the social security number is to be used.

   - Social security numbers or portions thereof, may not be printed on, listed or otherwise included in any of the following Town-prepared documents: identification cards, time sheets, time cards, employee rosters, employee identification records, employee paychecks, computer passwords, Town account records, agreements or contracts.

   - Social security numbers or portions thereof, may not be used in open computer transmissions.

3. **Storage of, and Access to, Social Security Numbers:**

- Storage. To the extent reasonably possible, documents containing social security numbers shall be stored in locked secured areas. Computer applications that contain social security numbers shall, to the extent reasonably possible, be maintained in secured, authorized-access computer stations only.

- Access. Only Town employees who have a legitimate reason relating to Town business will be permitted access to social security numbers, and such access may only be granted by a Town department head(s) who is directly responsible for functions relating to the reporting or transporting of such data.

4. **Disposal of Records Containing Social Security Numbers.** Records that contain social security numbers shall be maintained in accordance with federal and state laws. When such records are scheduled for disposal, such disposal shall be done pursuant to the requirements of the State of Florida General Records Schedule GS1-SL for state and local government agencies, and the destruction of such records shall be by cross-cut shredding, or as otherwise permitted by state law.

5. **Procedure for the Disclosure of Social Security Numbers in Response to Public Records Request(s) from a Commercial Entity Engaged in the Performance of a Commercial Activity by Authorized Town Employees.** Employees who are authorized to disclosure social security numbers in response to a qualified public records request made by a commercial entity engaged in the performance of a commercial activity are: the Town Clerk, Deputy Town Clerk, and the Human Resources Director. A "commercial entity" means any corporation, partnership, limited partnership, proprietorship, sole proprietorship, firm, enterprise, franchise, or association that performs a commercial activity in this state. "Commercial activity" means the provision of a lawful product or service by a commercial entity. Commercial activity includes verification of the accuracy of personal information received by a commercial entity in the normal course of its business; use for insurance purposes; use in identifying and preventing fraud; use in matching, verifying, or retrieving information; and use in research activities. It does not include the display or bulk sale of social security numbers to the public or the distribution of such numbers to any customer that is not identifiable by the commercial entity.

An authorized Town employee may not deny a commercial entity engaged in the performance of a commercial activity access to social security numbers, provided the social security numbers will be used only in the performance of a commercial activity and provided the commercial entity makes a written request for the social security numbers. The written request must:□□(1) be verified in accordance with the requirements of Section 95.525, Fla. Stat., (made under oath or affirmation taken or administered before an officer authorized to administer oaths; or□ by the

signing of the written declaration which states as follows: "Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true," followed by the signature of the person making the declaration, except when a verification on information or belief is permitted by law, in which case the words "to the best of my knowledge and belief" may be added. The written declaration shall be printed or typed at the end of or immediately below the document being verified and above the signature of the person making the declaration.);□□(2) be legibly signed by an authorized officer, employee, or agent of the commercial entity;□□(3) contain the commercial entity's name, business mailing and location addresses, and business telephone number; and□□(4) contain a statement of the specific purposes for which it needs the social security numbers and how the social security numbers will be used in the performance of a commercial activity.

The Town may request any other information reasonably necessary to verify the identity of a commercial entity requesting the social security numbers and the specific purposes for which the numbers will be used.

The Town Clerk shall create and maintain a written log or record of all requests for the disclosure of social security numbers by commercial entities and the stated purposes for the request of the social security numbers. The Town Clerk shall file a written report with the Executive Office of the Governor, the President of the Florida Senate, and the Speaker of the Florida House of Representatives, by January 1 of each year identifying all commercial entities that have requested social security numbers during the preceding calendar year, and the specific purposes(s) stated by each commercial entity for its intended use of the social security number. If the Town did not receive any such requests, the Town must indicate that no social security number disclosure requests were received for the subject calendar year in its report.

The annual report may be in the form of a letter from the Town Manager or other authorized Town official to the Governor's Office, the Senate President, and the Speaker of the House.

Example if requests have been received by the Town:

"The Town of Lake Park is hereby submitting its annual report as required by Section 119.071(5), Fla. Stat. (2007) of requests made by commercial entities to the Town for the disclosure of social security numbers. Based upon our review of Town records, the Town of Lake Park has received social security number ("SSN") disclosure requests from the following commercial entities for the following stated purposes:

Name of commercial entity	Purpose for requesting SSN
1.	
2. None	
3.	
4.	

Please do not hesitate to contact this Office is further information is required from the Town of Lake Park in this regard."

Example if no requests have been received by the Town:

"Based upon our review of Town's records, no requests for the disclosure of any social security numbers have been received by the Town from any commercial entity for the year 2007. Please do not hesitate to contact this Office is further information is required from the Town of Lake Park in this regard."

The addresses for the certification letter and the annual report are as follows:

The Honorable Ken Pruitt, President
The Florida Senate
Senate Office Building, Room 312
404 South Monroe Street
Tallahassee, FL 32399

The Honorable Marco Rubio, Speaker
Florida House of Representatives
420 The Capital
402 South Monroe Street
Tallahassee, FL 32399

The Executive Office of the Governor
PL 05, The Capitol
400 South Monroe Street
Tallahassee, FL 32399

TAB 11

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** Agenda Item No. Tab 11

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] Ordinance on Second Reading [ ] DISCUSSION

[ ] ORDINANCE on First Reading [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM **[X] CONSENT AGENDA**

[X] Other: PROCLAMATION

SUBJECT: **Water Conservation Proclamation**

RECOMMENDED MOTION/ACTION: **Approve a Proclamation proclaiming April as Water Conservation Month.**

Approved by Town Manager _____ **Date:** 3/26/09

Vivian Lemley
Name/Title

3/26/09
Date of Actual Submittal

Originating Department: Town Clerk	Costs: $ 0.00 Funding Source: Acct. #	**Attachments:** Proclamation
Department Review: [ ] City Attorney_____ [ ] Community Affairs ____ [ ] Community Development__	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library_____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ **[X] Town Clerk** VML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: Governor Charlie Crist has proclaimed April as Water Conservation Month. Governor Crist feels that water conservation is an important component of a dependable water supply for the state. The South Florida Water Management District and its Governing Board support this initiative and is asking local governments, utilities and other organizations to adopt this type of proclamation.

Vivian Lemley

From: Corry, Laura [lcorry@sfwmd.gov]
Sent: Wednesday, March 25, 2009 3:21 PM
To: Corry, Laura
Subject: FW: Water Conservation Month Proclamation - April 2009 - Request
Attachments: Water Conservation Month April 2009 proclamation.doc

Hello Everyone,

Below is the email I sent requesting a proclamation from all municipalities proclaiming April as Water Conservation Month. I really appreciate all of you who have adopted this proclamation and have conveyed that to me. For those of you who have not notified me, you still have time. If you are planning to adopt the proclamation, please let me know so that we can include your municipality in our compilation to Governor Crist. Again, thank you very much.

Hello Everyone,

Subject: Water Conservation Proclamations for Local Governments, Utilities and other Organizations

Governor Charlie Crist has proclaimed April as Water Conservation Month. By doing so, the Governor has made it clear that water conservation is an important component of a dependable water supply. The South Florida Water Management District and its Governing Board supports this initiative and is asking local governments, utilities and other organizations to adopt their own version of the attached proclamation. **Please notify us if you will participate.** We also encourage social, cultural and environmental organizations to adopt the proclamation as well. The District's goal is to have the largest number of water conservation proclamations in the State and they will be presented to the Governor at a special ceremony during the April Cabinet meeting.

Water Conservation is critical for the District. With rainfall lower than normal for this time of year, it is more important than ever for communities to be reminded that conservation can ease the pain of water shortage.

If you decide to adopt the proclamation, please let us know by contacting Laura Corry, Lead Intergovernmental Representative, South Florida Water Management District at 561-682-6012 or by email at lcorry@sfwmd.gov. For your convenience, I have attached a sample proclamation. **Please let us know by Friday, April 3rd if you will be adopting the proclamation,** so that we can compile our list to Governor Crist.

Thank you for your consideration. We look forward to hearing from you.

Laura R. H. Corry
Lead Intergovernmental Representative
Palm Beach County Service Center
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: (561) 682-6012
FL WATS (800) 432-2045 ext. 6012
Fax: (561) 682-5383
Cell: (561) 906-4641

PROCLAMATION
Water Conservation Month

WHEREAS, Florida's natural beauty, crystal blue waters and white sand beaches attract residents and visitors from around the world; and

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

WHEREAS, more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and

WHEREAS, Floridians consume more than 7.9 billion gallons per day of fresh water, and the future of Florida depends greatly upon the availability of water; and

WHEREAS, South Florida residents consume 179 gallons per person, per day – the highest water usage in the state; and

WHEREAS, the State of Florida, together with local partners, are investing billions of dollars to develop alternative water supplies, clean up stormwater pollution, restore rivers, lakes and springs, upgrade drinking water facilities and improve wastewater treatment; and

WHEREAS, water conservation can cost as little as 6 cents to 72 cents per 1,000 gallons of water saved, while the cost of constructing alternative water supply facilities can range from $5 to $7 per 1,000 gallons of water created; and

WHEREAS, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

WHEREAS, the South Florida Water Management District, is implementing a Comprehensive Water Conservation Program to instill a lasting culture of conservation in our communities; and

WHEREAS, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources;

NOW, THEREFORE, on behalf of the Citizens and Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, do hereby proclaim the month of April as Water Conservation Month.

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 1st day of April, 2009.*

Desca DuBois, Mayor

Vivian Lemley, Town Clerk

TAB 12

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 12

[ ] PUBLIC HEARING
[ ] Ordinance on Second Reading
[ ] Public Hearing

[x] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[x] CONSENT AGENDA

[ ] Other:

SUBJECT: Signature Resolution

RECOMMENDED MOTION/ACTION: Approve attached resolution.

Approved by Town Manager _____ **Date:** 3/25/09

Annie M. Costello
Name/Title

3/25/09
Date of Actual Submittal

Originating Department: Finance	Costs: $ No cost **Funding Source:** Acct. #	**Attachments:** Copy of Resolution
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[x] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[x] Personnel _____ [ ] Public Works_____ [ ] Town Clerk_____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background:

This resolution is necessary to change the authorized signatories on the specified bank accounts to conduct Town Business.

RESOLUTION NO. 14-04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING MAYOR DESCA DUBOIS, VICE MAYOR EDWARD DALY, AND FINANCE DIRECTOR ANNE M. COSTELLO AS AUTHORIZED SIGNATORIES ON NATIONAL CITY BANK ACCOUNTS PAYABLE ACCOUNT # 2277656, PAYROLL ACCOUNT #1565960, REVENUE ACCOUNT #1531509 AND NOW ACCOUNT #987600441 REMOVING ANY UNAUTHORIZED SIGNATORY ON SAID ACCOUNTS, ANY PERSON PREVIOUSLY APPOINTED AS SUCH AND NOT NAMED HEREIN; 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 CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTITUTION NAMED HEREIN; PROVIDING AN 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 authorized signatories on National City Bank Accounts Payable Account #2277656, Payroll Account #1565960, Revenue Account #1531509 and NOW Account #987600441:

Mayor Desca DuBois
Vice Mayor Edward Daly
Finance Director Anne M. Costello

Section 2. All persons named herein 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 its adoption.

TAB 13

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009

Agenda Item No. Tab 13

[ ] PUBLIC HEARING
  [ ] Ordinance on Second Reading
  [ ] Public Hearing

[ ] ORDINANCE ON FIRST READING

[ ] GENERAL APPROVAL OF ITEM

[ ] Other:

[X] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] CONSENT AGENDA

SUBJECT: A resolution requesting the state to provide a dedicated funding source for commuter rail

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager H.S. Davis **Date:** 3/26/09

Originating Department: Community Development	Costs: $ N/A Funding Source: Acct. #	Attachments:
Department Review: [X] Town Attorney [ ] Community Affairs [X] Community Development	[ ] Finance [ ] Fire Dept [ ] Library [ ] PBSO	[ ] Personnel [ ] Public Works [ ] Town Clerk [ ] Town Manager
Advertised: Date: Paper: [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case Please initial one. 3/26/09

Summary Explanation/Background: **At the last North County Intergovernmental meeting the various municipalities agreed that it would be beneficial to approve a resolution that encouraged the state to develop a dedicated funding source to support commuter rail. This resolution would support that concept and would be forwarded to the appropriate state authority to make our wishes known along with other municipalities in North County.**

RESOLUTION NO. 15-04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO SUPPORT A DEDICATED FUNDING SOURCE FOR COMMUTER RAIL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the South Florida Regional Transportation Authority (SFRTA) provides commuter rail service in South Florida; and

WHEREAS, commuter rail provides an alternative mode of travel which has experienced increased use in recent years with increased service and improved schedules; and

WHEREAS, SFRTA is seeking to continue existing service levels as agreed to with the Federal Transit Administration as a condition of receiving $300 million for an additional track that could have to be repaid if service levels decrease; and

WHEREAS, SFRTA could access additional federal funds with a dedicated funding source; and

WHEREAS, a dedicated funding source would relieve Palm Beach County of contributions to SFRTA to meet operating costs shortfalls; and

WHEREAS, reallocation of an existing $2.00 rental car surcharge has been considered and would have an estimated impact of approximately $63 million on the FDOT program for Palm Beach County over five years; and

WHEREAS, the Town Commission of Lake Park, Florida supports continued operation and expansion of the commuter rail service and the need for a dedicated funding source.

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

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

Section 2.

1. The Commission supports an additional local option rental car surcharge or one or more additional funding sources to support needed funding levels.
2. The Commission requests the Florida Legislature provide for a dedicated funding source to support commuter rail service.

Section 3: This Resolution shall become effective upon adoption.

TAB 14

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 | Agenda Item No. Tab 14

[X] **PUBLIC HEARING**
[X] **Ordinance on Second Reading**
[ ] Public Hearing

[ ] ORDINANCE ON FIRST READING

[ ] GENERAL APPROVAL OF ITEM

[ ] Other:

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[ ] CONSENT AGENDA

SUBJECT: An amendment to Chapter 72 Article II Streets, Sidewalks and Other Public Places to clarify construction standards for excavation, construction or repair within any town right of way and a requirement for property owners to maintain sidewalks that abut their property in a safe condition.

RECOMMENDED MOTION/ACTION: Adoption

Approved by Town Manager _____ **Date:** 3/24/09

Originating Department: Community Development	Costs: $ N/A Funding Source: Acct. #	Attachments: **Ordinance** **Staff Report**
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [X] Community Development	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ 3/23/09 or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: The existing road excavation standards were incorporated into the code in 1978 and have since become obsolete. The new wording requires construction and repair to be done according to standards approved by the town's engineer and Public Works Director thereby eliminating the need to put specific standards into the code that have the potential of becoming obsolete.

The present code is not clear regarding who is responsible for maintaining sidewalks. This amendment clarifies the responsibilities of the Town and the property owner. It requires all property owners that damage or cause to be damaged sidewalks that abut their property to make repairs if they or their tenants are responsible for the damage. It also addresses tree damage. The Town will inspect tree damage to the sidewalks and determine who is responsible for repairing the sidewalk. If trees in the swale uproot the

sidewalk then the Town will take the responsibility and repair the damage. If the tree is in on the property owner's side of the sidewalk then the property owner will be responsible for repairs. Additionally, the amendment provides for the Town to repair the sidewalk if the property owner refuses and charge back the property owner for the cost of repair.

ORDINANCE NO.: 06-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 72, ENTITLED "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE I; PROVIDING FOR THE CREATION OF NEW CODE SECTION 72-2 REQUIRING PROPERTY OWNERS WHOSE PROPERTY ABUT OR ARE ADJACENT TO SIDEWALKS TO MAINTAIN SIDEWALKS IN A SAFE CONDITION; PROVIDING FOR NEW CODE SECTION 72-3 TO BE ENTITLED "ENFORCEMENT; PROVIDING FOR THE AMENDMENT ARTICLE II, SECTION 72-31 ENTITLED "PERMIT"; PROVIDING FOR THE AMENDMENT OF SECTION 72-32 ENTITLED "REPLACING SUBGRADE AND PAVEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to streets, sidewalks, and other public places generally, which have been codified in Chapter 72, Article 1, of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town has determined that there are an increasing number of sidewalks, parkways, driveways, alleys, driveway aprons, curbs, gutters, pavement areas, and other similar rights-of-way ("sidewalks and public ways"), which abut, or are adjacent or contiguous to, private property within the Town, which have fallen into disrepair, become defective, and/or due to a variety of causes, conditions, actions, and omissions in reasonable care, may have resulted in dangerous or potentially dangerous conditions; and

WHEREAS, under current Florida law, a private property owner has no duty to maintain a

public sidewalk or public way, unless the local government affirmatively requires an abutting property owner to repair dangerous, detrimental, and/or defective sidewalks, where such property owner, or the owner's tenant(s), licensee(s), lessee(s), occupant(s) and/or agent(s) of the real property ("other responsible parties"), have through either any act or omission have caused the dangerous condition, or have caused the damage giving rise to the dangerous condition. (See e.g., *Del Rio v. Town of Hialeah*, 904 So. 2nd 484 (Fla. 3rd DCA 2005), *Woods v. Palatka*, 63 So. 2d 636 (Fla. 1953); and

WHEREAS, a review of Florida judicial law and other local ordinances and codes of municipalities in Florida, reflect that the Town may legally require an adjacent, abutting, and contiguous property owner to repair Town sidewalks and public ways, that abut private property when the damages to the sidewalk or public way giving rise to the dangerous or detrimental condition, are caused by the abutting, adjacent, or contiguous property owner (and/or other responsible parties), and

WHEREAS, in addition, the Town may also make the necessary repairs and charge the property owner will all related costs of the repair work, together with any fines, administrative and other costs imposed through a Town code enforcement proceeding, or court action, and all such fees and costs incurred by the Town shall constitute a valid Town lien upon the real and personal property of all responsible parties; and

WHEREAS, the Town Commission has determined that adopting provisions requiring an abutting, adjacent, or contiguous property owner to maintain Town sidewalks and public ways which abut their property, so as not to create a dangerous and/or detrimental conditions which may cause or result in harm, is in the best interests of the safety of the Town, and its residents, visitors, and guests; and

WHEREAS, the Town Commission further finds that such regulations will provide yet another positive mechanism to enhance community pride, continue to make the Town a desirable place in which to live, and possibly protect the Town against a further decline of property values in certain portions of the community; and

WHEREAS, the Town Commission further finds that enacting this Ordinance is in the common interest of the people of the Town, as it will further the general health, safety and welfare of the Town at large, not only via the means stated above, but also by fostering a stronger sense of personal responsibility and civic awareness in individual property ownership, engendering greater community pride in the Town, and facilitating a communal sense of participation and cooperation; and

WHEREAS, Chapter 166, Florida Statutes authorizes the Town Commission, as the governing body of the Town, to adopt Ordinances and Resolutions which are deemed necessary for the exercise of its powers, and

WHEREAS, in addition Chapter 162, Florida Statutes further authorizes the Town to enforce violations of regulations of the Code of Ordinances adopted by the Town through code enforcement proceedings, and to impose and prescribe fines and penalties for violation of such Ordinances which have been properly adjudicated in a quasi-judicial proceeding held in accordance with Florida law; and

WHEREAS, Town staff has recommended to the Town Commission that Chapter 72 of the Town Code, Article 1, Sections 72-2 and 72-3, be created to provide for additional regulations requiring abutting, adjacent, and contiguous private property owners, and other responsible parties to be held legally responsible for sidewalk and public way maintenance and repair under the circumstances as specified herein, and to subject all such violators to the imposition of fines,

administrative costs, legal and professional fees, the costs of all remedial measures and corrective work undertaken either by the Town or the violator, together with all other remedies available to the Town under Florida law for any violator's failure to so; and

WHEREAS, Town staff has recommended to the Town Commission that Chapter 72, Article II, Sections 72-31 and 72-32, be amended to provide for additional regulations regarding permits and construction and repair; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety, and general welfare to amend Chapter 72, Article 1, of the Town's Code of Ordinances to provide for the creation of these additional new Code Sections 72-2 and 72-3, containing such additional regulations and procedures.

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

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

Section 2. Chapter 72, Article I, Sections 72-2 and 72-3 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

Sec. 72-2. Obligation of Property Owner to Maintain Public Sidewalks Adjacent to Property Owner's Property.

(a) *General prohibition.* It is unlawful for the owner of real property, and/or his tenant, licensee, lessee, occupant, and/ or agent and any other persons or entities who have the care, custody and/or control of the subject real property ("responsible parties"), to cause or allow to be caused damage to Town sidewalks, driveways, alleys, driveway aprons, or curbs, which abut, or are adjacent or contiguous to the property owner's real property, if such damage renders such areas either defective,

unsafe, dangerous, and/or detrimental to persons such as pedestrians, bicyclists, and motorists, using these areas for the normal purposes for which they were intended.

(b) *Responsible parties.* A property owner, and/or the owner's tenant, licensee, lessee(s), occupant and/or agent and/or any other persons or entities who have the care, custody and/or control over the adjacent real property, shall all be deemed "responsible parties" for purposes of this Article. Responsible parties shall have an affirmative duty to regularly inspect the abutting, adjacent, and contiguous sidewalks and public ways, for unsafe conditions including but not limited to, potholes; broken or uneven surfaces which may make walking or traversing the area unsafe; worn-out or otherwise in disrepair due to decaying or broken materials; protruding roots, overhanging branches, deteriorated surfaces, or any other unsafe condition, which may pose a danger or threat to the public or to the adjacent property owner or his guests, invitees, and other persons on the property. Where such areas are damaged by roots from trees on the private property side of the Right-of-Way, any damage to the sidewalk shall be considered attributable to the property owner for purposes of this Article. In the event that the tree is located on the property of more than one property owner, such as where a tree straddles a property line between the boundaries of two or more properties, both property owners shall be jointly and severally liable for any violation of this Article, and any and all fines, costs, and other damages caused by the tree to the sidewalk. Where such areas are damaged by roots from trees located on Town property maintained by the Town, or by limbs falling from a tree or by the removal of a tree by the Town, the repairs to Town sidewalks shall be made by the Town at no cost to the adjacent, property owner.

Sec. 72-3. Enforcement;.

(a) *Proactive discovery of potential violations.* Where a sidewalk has been observed to be in an unsafe condition by the Town or a complaint of the same has been reported to the Town, the Town

may initiate code enforcement action, and/or legal any other legal remedies available to the Town. If it is determined that the property owner and/or other responsible party has caused such condition, then the property owner or other responsible party shall repair or replace the damaged area of the sidewalk in the manner required by the Town for the construction of such areas. In the event the violator does not effect repairs to the damaged area, the Town may complete all required maintenance, repairs, and/or replacement, as more specifically provided below.

(b) *Town's right to make repairs..* In the event that the violator fails to complete the remedial action required of a final order rendered by either a Special Magistrate or Court, the Town shall have the right to make all necessary repairs in order to bring the property into compliance, and all costs and expenses incurred by the Town in connection with the making of the repairs , together with all fines and other administrative costs imposed, shall constitute a lien upon the real and personal property owned by the violator. The Town's lien may be foreclosed in accordance with the provisions of Chapter 162, Florida Statutes, as amended.

Section 3. Chapter 72, Article II, 72-31 & 72-32 of the Code of Ordinances of the Town of Lake park, is hereby amended to read as follows:

ARTICLE II. EXCAVATIONS

Sec. 72-31. Permit.

~~Before any person shall make an excavation in, upon or across any paved road, street or other public way, other than a sidewalk, within the town, such person shall apply to the town for a permit, and pay therefor a permit and inspection fee of $250.00.~~

When any person desires to construct, repair, disturb, cut into, dig up, or excavate any public street, alley, or public right-of-way, whether same is paved or unpaved, or any parkway, curb, gutter, or sidewalk, an application for a permit to perform those activities shall be submitted to the Town using

the permit application form provided by the Town for such purpose.

Sec. 72-32. ~~Replacing subgrade and pavement.~~ Construction and/or Repair of Public Ways and Sidewalks.

When any person or entity constructs, repairs, replaces, or otherwise makes an excavation in, upon or across any paved road, street or any public way, ~~other than~~ including a sidewalk or driveway apron within the Town, ~~he~~ the person or entity shall repair the same in strict accordance with the standards and any other permit requirements or conditions set forth in the excavation permit issued by the Town of Lake Park engineer and/or Director of Public Works. Such standards shall be made available to an applicant as part of the permit process. ~~by stabilizing the subgrades immediately under the street base by applying at least eight inches of compacted limerock, shell or marl and applying thereon at least six inches of concrete ("Min" with reinforced steel rods) which concrete shall be at least 36 inches width minimum or twice the size of ditch dug. There also shall be at least two inches of hot or cold mix asphalt applied on the concrete.~~

~~(b) The asphalt shall be either rolled or thoroughly compacted by hand-tamping or other approved method, and shall be compacted and smoothly finished to the existing grades.~~

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

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

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

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

TAB 15

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** Agenda Item No. Tab 15

[X] **PUBLIC HEARING**
[X] Ordinance on Second Reading
[ ] Public Hearing

[ ] RESOLUTION

[ ] DISCUSSION

[ ] ORDINANCE ON FIRST READING

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Ordinance to abandon a portion of a utility easement at 612 Federal Highway

RECOMMENDED MOTION/ACTION: Motion to adopt

Approved by Town Manager _____ **Date:** 3/24/09

Originating Department: Community Development	Costs: $ N/A Funding Source: Acct. #	Attachments: **Resolution** **Abandonment paperwork**
Department Review: [ ] Town Attorney_____ [ ] Community Affairs ____ [X] Community Development	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ 3/23/09 or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: A request to abandon a portion of a platted five foot utility easement located on the western portion of 612 Federal Highway also known as the Pelican Cafe. An out building was built over the easement many years ago and the owner would like it abandoned so that if he chooses to sell the property he can provide a clear title. The owners have provided letters of no objection from all the utilities that have an easement. Staff recommends approval of the abandonment.

ORDINANCE NO. 05-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ABANDONING A PORTION OF A PLATTED FIVE (5) FOOT UTILITY EASEMENT LOCATED ON A PORTION OF 612 FEDERAL HIGHWAY WITHIN THE TOWN OF LAKE PARK, FLORIDA, AND WHICH IS MORE PARTICULARLY DESCRIBED AS A PORTION OF THE FIVE FOOT UTILITY EASEMENT LOCATED ON THE WEST SIDE OF LOTS 29, 30, 31 AND 32, BLOCK 34 AS DEPICTED ON THE PLAT RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR THE RECORDING OF THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a right-of-way easement for the construction and maintenance of public utilities which is located in the Town of Lake Park, Florida ("Town"), was dedicated pursuant to the Plat of Kelsey City in March of 1921, and recorded in Plat Book 8, Page 15, of the public records of Palm Beach County, Florida (the "Platted Easement"); and

WHEREAS, Pierre Latuberne (the "Owner"), purchased the real property located at 612 Federal Highway, Lake Park, Florida ("Property") in 1979; and

WHEREAS, the Property was purchased together with a main building and a cottage; and

WHEREAS, the Owner has recently discovered that the existing cottage is located over a portion of the Platted Easement, which is located on the west side of Lots 29, 30, 31 and 32, of Block 34, Plat Book 8, Page 15 of the public records of Palm Beach County, Florida, and that the subject portion of the Platted Easement is in conflict with

Lake Park Town Code which prohibits the placement of buildings within a utility easement; and

WHEREAS, there are currently no utilities located within the portion of the Platted Easement to be abandoned; and

WHEREAS, the Owner has provided the Town with a legal description and sketch of the portion of the Platted Easement to be abandoned, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Owner has also provided the Town with "Letters of No Objection" from all existing utility providers, including AT&T, Florida Power & Light, Comcast Cable, Florida Public Utilities, and the Seacoast Utility Authority; and

WHEREAS, the Town Commission heard the matter of abandonment of the subject five foot portion of the Platted Easement in a public hearing after published notice of the hearing was given at least two weeks prior to the duly noticed hearing, and the Commission has considered the evidence presented; including the recommendations of Town Staff, has heard the comments of the Owner, Town Staff, other interested parties, and members of the public; and has otherwise been fully advised in the premises of this matter; and

WHEREAS, at the conclusion of the public hearing on this abandonment request and after considering the weight of the evidence, the Town Commission determined that the abandonment of the Platted Easement described herein, will not materially interfere with the provision of utilities within the Town, will not materially deprive any person or entity of access to utilities, or otherwise adversely affect other property owners within the Town; and

WHEREAS, at the hearing the Town Commission also considered whether the proposed abandonment of the Platted Easement complies with the Town`s regulations for the abandonment of utility easements and other public rights-of-way; and

WHEREAS, at the hearing, the Town Commission determined that the subject five foot portion of the Platted Easement is no longer necessary or needed by the public; and

WHEREAS, the Town Commission has no objection to the abandonment of the five foot portion of the Platted Easement on the west side of Lots 29, 30, 31 and 32, of Block 34 , Plat Book 8, Page 15 of the public records of Palm Beach County, Florida as depicted on **Exhibit "A"**, attached hereto.

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

Section 1. Recitals. The whereas clauses are incorporated herein as true and correct findings of fact and conclusions of law of the Town Commission.

Section 2. Abandonment of easement. Pursuant to the police powers granted to the Town Commission by Florida law to close public rights-of-way, the Town Commission hereby approves the abandonment of the subject portion of the five-foot platted utility easement located on a portion of the west side of Lots 29, 30, 31 and 32, Block 34, Plat Book 8 Page 15 of the public records of Palm Beach County, Florida, as depicted on **Exhibit "A"** and located at 612 Federal Highway in the Town.

Section 3. Recording. After the abandonment is effective and all conditions set forth herein are fully satisfied to the sole and complete satisfaction of the Town, the Town Clerk shall provide notice of adoption of this Ordinance within 30 days in a

newspaper of general circulation in Palm Beach County, and shall forward proofs of publication of notices to be recorded in the deed records of the Clerk of the Circuit Court, in and for Palm Beach County, Florida.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Attachments: Exhibit "A"- Legal description & survey of subject property.

Exhibit "B" - Location map of subject property.

LOCATION MAP

Legal description for Ordinance 05-2009 Abandoning Utility Easement at 612 Federal Highway.

LEGAL DESCRIPTION

THE WEST 5 FEET OF LOTS 29, 30, 31 AND 32, BLOCK 34, LESS THAT PORTION OF LOT 32, LYING NORTH OF THE SOUTH LINE OF A 5 FOOT UTILITY EASEMENT SOUTH OF AND CONTIGUOUS TO THE NORTH LINE OF LOT 25, BLOCK 34, AND LESS THE SOUTH 4.00 FEET OF SAID LOT 29, BLOCK 34, ACCORDING TO THE PLAT OF KELSEY CITY, AS RECORDED IN PLAT BOOK 8, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TAB 16

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 1, 2009 Agenda Item No. Tab 16

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	Public Hearing	[ ]	DISCUSSION
[✓]	**ORDINANCE ON FIRST READING**	[ ]	BID/RFP AWARD
[ ]	ORDINANCE ON SECOND READING	[ ]	CONSENT AGENDA
[ ]	GENERAL APPROVAL OF ITEM	[ ]	Other:

SUBJECT: Purchasing Policies and Procedures

RECOMMENDED MOTION/ACTION: Adoption

Approved by Town Manager _____ **Date:** 3/26/09

Virginia Martin, Grants Writer
Name/Title

March 26, 2009
Date of Actual Submittal

Originating Department: Grants	Costs: $ N/A Funding Source: Acct. #	**Attachments:** Ordinance
Department Review: [ ] Community Affairs ____ [ ] Community Development__ [✓] Finance _____	[ ] Fire Dept _____ [✓] Grants GM [ ] Human Resources_____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [✓] Town Attorney_____ [ ] Town Clerk_____ [✓] Town Manager _____
Advertised: Date: _____ Paper: _____ [✓] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case GM: Please initial one.

Summary Explanation/Background: The Town is working to get its Local Area Program (LAP) Certification for the Florida Department of Transportation and the Federal Highway Administration in order to take advantage of the American Recovery & Reinvestment Act (ARRA). At this time, we have an FDOT grant of $330,500 for the Park Avenue Project from 7th Street to Federal Highway.

Lap Certification is also required for this grant. One of the areas we have to examine for this Certification is our Purchasing Policies & Procedures. The Ordinance is the result of incorporating the necessary revisions in consultation with the Town Attorney and the Finance Director.

ORDINANCE NO. 07-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" TO AMEND SECTION 2-243 ENTITLED "REQUIREMENT OF GOOD FAITH"; SECTION 2-245 ENTITLED "DEFINITIONS"; SECTION 2-247 ENTITLED "PROCUREMENT METHODS"; SECTION 2-248 ENTITLED "COMPETITIVE SEALED BID PROCESS"; SECTION 2-249 ENTITLED "COMPETITIVE SEALED PROPOSAL PROCESS"; SECTION 2-250 ENTITLED "ALTERNATIVE SOURCE ELECTION"; AND SECTION 2-252 ENTITLED "PROTESTED SOLICITATIONS AND AWARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has codified a procedure governing the procurement of goods and services, in which the Town has established procedures and the methods of procurements to be used when the Town desires to purchase goods and services; and

WHEREAS, it is generally in the best interest of the Town to use competitive procurement methods in order to obtain the best price and maximize the value of public funds in procurements; and

WHEREAS, establishing procurement methods and procedures for Town purchases, will provide for the fair and equitable treatment of persons and entities involved in purchasing by the Town, and establish safeguards for maintaining a procurement system of quality and integrity; and

WHEREAS, Town staff has recommended to the Town Commission that it amend Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that amending Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252 of the Town's Code of Ordinances is necessary to further the public health, safety and welfare.

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

Section 1. The whereas clauses are incorporated herein as true and correct, and are the findings of fact and conclusions of law of the Town Commission.

Section 2. Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252 of the Town's Code of Ordinances are hereby amended to read as follows:

DIVISION 2. PURCHASING

Sec. 2-241. General purpose.

The purpose of this division is to meet the following objectives:

(1) Establish policies governing all purchases and contracts;

(2) Encourage and promote fair and equal opportunity for all persons doing business with the Town;

(3) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the Town;

(4) Permit the continued development of procurement policies and procedures through the promulgation of administrative regulations and internal procedures of purchasing and contracts;

(5) Foster effective broad-based competition within the free enterprise system; and

(6) Provide safeguards for the maintenance of a procurement system of quality and integrity.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-96)

Sec. 2-242. Supplementary general principles of law applicable.

(a) *Compliance with federal and state law.* The Town shall comply with all applicable federal and state laws.

(b) *Principles of law and equity.* The principles of law and equity, including the Uniform Commercial Code of this state (F.S. chs. 670--680), laws relative to ethics, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, mistake or bankruptcy shall supplement the provisions of this division.

(c) *Access to procurement information.* Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided by law.

(d) *Preference to proposals for goods and services.* The Town shall have the option to give preference to proposals for goods and services received from vendors whose businesses are based within the Town where price, quality and other relative factors are comparable.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-97)

Sec. 2-243. Requirement of good faith.

The provisions of this division require all parties involved in the development, performance or administration of purchasing contracts of the Town Commission to act in good faith.

The Town Commission recognizes that fair and open competition is a basic tenant of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are processed. The purchase of all commodities and services will be in accordance with Town policy, codes, regulations and all applicable State Statutes

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-98)

Sec. 2-244. Application and exclusions.

(a) The provisions of this division shall apply to every purchase/procurement by the Town, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. Items in this category shall be paid for through a request for disbursement. The provisions of this division shall not apply to:

(1) Agreements between the Town Commission and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.

(2) Procurement of dues and memberships in trade or professional organizations; subscriptions to periodicals; title insurance for real property; court reporter services; water, sewer and electrical utility services; copyrighted materials; patented materials; and fees and costs of job-related seminars and training.

(3) Real property.

(4) Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

(5) Auditing services.

(6) Lectures by individuals.

(7) Goods and/or services given, or accepted by the Town via grant, gift or bequest.

(8) Goods purchased with petty cash in accordance with established Town procedures.

(9) Goods and/or services purchased under contract with the federal, state or any other municipal government or government agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the Town.

(10) Items purchased for resale to the general public.

(11) Permits (payable to governmental entities).

(12) Approved travel expenses.

(13) Legal settlements. (However, any legal settlements over the amount of $5,000.00 shall be approved by the Town Commission in a public meeting.)

(14) Insurance.

(15) Health services.

(16) Conferences and travel.

(17) Utilities bills.

(18) Normal recurring disbursements not for the purpose of acquiring goods and services.

(b) The exclusions listed above do not preclude the town from procuring such goods and/or services using the procedures listed herein this division.

(c) The minimum requirements of this division do not preclude additional procedures from being taken as deemed appropriate by the Town Manager or Town staff.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-99)

State law references: Proposed purchase of real property by municipality, F.S. § 166.045.

Sec. 2-245. Definitions.

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

~~*Agreement*- means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing, usage of trade, or course of performance. Whether an agreement has legal consequences is determined by the provisions of the Uniform Commercial Code of the state (F.S. chs. 670–680), if applicable, otherwise, by the law of contracts.~~

AGREEMENT: The written agreement between the Town of Lake Park and vendor covering the work to be performed; other contract documents are incorporated into or referenced in the agreement and made a part thereof as provided therein.

AMENDMENT: ~~means~~ A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

BID: ~~means~~ A formal written price offer by a vendor to the Town to furnish specific goods and/or services in response to an invitation to bid. ~~or a multistep bidding procedure.~~

~~*Bid award*- means award of a bid for which funds have lawfully been appropriated by the town commission.~~

BID AWARD: A contract and/or purchase order to the selected vendor to provide specific commodities and/or services to the Town for which funds have been appropriated by the Town of Lake Park Commission.

BID CRITERIA: The basis upon which the Town will rely to determine acceptability of a bid or proposal, as stated in the bid or the proposal, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

BLANKET PURCHASE ORDER: ~~means~~ A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.~~; the purchase order generally establishes a maximum dollar limit, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. Some blanket purchase orders may establish the price, terms and/or conditions of purchase.~~

~~*Business*- means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.~~

~~*Capital improvement project* or *project* means any public improvement which the town undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of the town government. The term does not include any routine maintenance, operation or repair of existing structures, buildings or real property.~~

CERTIFICATE OF CONTRACT COMPLETION: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

CERTIFICATE OF INSURANCE: A document which shows proof of insurance, coverage, types and amounts.

~~*Change order* means a written modification to a contract or purchase order, which normally revises the quantities or scope of services, and may include an extension of time to complete the contract.~~

CHANGE ORDER: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the Town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof. A change order to a purchase order must be processed by the Town Manager for all changes that affect the original dollar amount by an increase of ten (10%) percent or more. Depending on the size of the contract, the change order may require Commission approval.

COMMODITIES: Any tangible personal property other than services or real property.

~~*Construction* means the process, usually requiring the professional services an architect and/or engineer, of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property.~~
~~*Consultant services* means any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programming skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or any other advisory, study, or programming activity. The finance director may determine in writing that the level of skills and/or creativity of those services are defined and prescribed under F.S. § 287.055.~~

CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA): Acquisitions of architectural, engineering, landscape architectural or surveying and mapping services. (Florida Statute, section 287:055).

CONSULTING SERVICES: All other services that do not fall under the definition of professional services for the Consultant Competitive Negotiation Act (CCNA).

CONTINUING SERVICES CONTRACT: A continuing contract to retain the services of a consultant(s). The authorization for performance of services by the consultant shall be in written form issued and executed by the Town and signed by the consultant.

~~*Contract* means (i) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, (ii) any type of agreement regardless of what such agreement is called for the procurement or disposal of goods, services or construction; usually for exchanging goods or services for money or other consideration.~~

CONTRACT: A deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, or any type of agreement (regardless of what it is called) for the procurement or disposal of goods, services or construction in exchange for money or other consideration. An authorized purchase order is a contract even though it is only signed by the Town Manager, Finance Director or designee.

~~*Contractor* means any person having a contract with the town commission~~.

DEBARMENT: ~~means~~ The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the Town.

DESIGN-BUILD: ~~*services* means~~ The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

DESIGNEE: ~~means~~ A duly authorized representative of a person, organization, or agency ~~holding a superior position.~~

DISCRIMINATION: Any vendor who has been placed on the discrimination vendor list as defined by Florida Statute Section 287.134, shall not be able to transact business with the Town to the extent as specified in Florida Statute 287.134 (2) (b).

~~*Emergency purchases* means a procurement made in response to a requirement when the delay incident to complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or the town's citizens.~~

EMERGENCY PURCHASE: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the Town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

FIELD PURCHASE ORDER: ~~means~~ A purchase of $500.00 or less, not requiring a purchase requisition or regular purchase order.

***EXCEPTION**: *$1,500.00.or less for Public Works FPO:* An exception is made for the purchase limits for Public Works Department (only) due to the nature of purchases such as construction materials, mechanical parts, landscaping materials, irrigation system parts etc. on a routine basis. All other requirements for bid solicitation and reporting remain the same.

FORMAL CONTRACT: Represents a legal obligation on the part of each party to the formal contract, which results from both parties' signatures being affixed to the contract documents and some additional obligation imposed by law.

~~*Goods* means any tangible personal property other than services or real property.~~

HEALTH SERVICES: ~~means~~ The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

~~*Invitation to bid (ITB)* means the solicitation document and all attachments and addendums used for competitive sealed bidding for the procurement of construction, goods and/or services.~~

INVITATION FOR BIDS: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids for the procurement of construction, commodities, and/or services.

~~*Item* means a single, separate unit, article, product, material or service.~~

LETTER OF RENEWAL: A document, generated by either party, to renew or extend the contract in accordance with the terms of the original contract. Contract renewals will be requested by the department head and prepared and approved by the Town Manager, Finance Director or designee and/or Town Commission where applicable per contract documents.

~~*Mandatory formal procurement threshold dollar bid amount* means the threshold dollar amount established as policy by the town commission when at and above which the formal competitive sealed bid or proposal processes shall be used~~

MANDATORY BID AMOUNT: ~~means~~ The threshold dollar amount established as policy by the Town Commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount threshold ~~shall be~~ is $25,000.00 as established by the Town Commission.

MINORITY BUSINESS ENTERPRISES~~:~~ ~~means~~ Any small business concern, which is defined as a minority business enterprise pursuant to Section 288.703, Fla. Stat., as amended from time to time. ~~which is organized to engage in commercial transactions, which is domiciled in the state, and which is at least 51 percent owned by minority persons who are members of an insular group that is of a particular racial, ethnic or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under representation of commercial enterprises under the group's control, and where management and daily operations are controlled by such persons. A minority business enterprise~~

~~may primarily involve the practice of a profession. Ownership by a minority person does not include ownership, which is the result of a transfer from a non-minority person within a related immediate family group if the combined total net assessed value of all members of such family group exceeds $1,000,000.00. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age, and a parent of such children or the spouse of such parent residing in the same house or living unit.~~
~~*Minority person* means a lawful permanent resident of the state who is:~~

~~*Minority person* means a lawful permanent resident of the state who is:~~

> ~~(1) An African American, who is a person having origins in any of the racial groups of the African Diaspora.~~
>
> ~~(2) A Hispanic American, who is a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.~~
>
> ~~(3) An Asian American, who is a person having origins in any of the original peoples of the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.~~
>
> ~~(4) A Native American, who is a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof.~~
>
> ~~(5) An American Woman.~~

MINORITY PERSON shall ~~have the definition~~ be defined as ascribed by Section 288.703, Fla. Stat., as amended from time to time. ~~means a lawful permanent resident of the state who is:~~

NON-RESPONSIVE BIDDER, PROPOSER, OR RESPONDENT: Any vendor responding to an Invitation to Bid, Request for Proposals, Request for Statement of Qualifications who does not submit the required signed documents or submits incomplete requested documents and/or information.

NOTICE TO PROCEED: A written notification from the Town Manager or Finance Director or designee to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

PERSON: ~~means~~ Any business, individual, union, committee, club, or organization, or group of individuals.

~~*Procurement* means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. The term "procurement" includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by any department or agency of town government regardless of the source of funds or for which payment is made from town funds. For the purpose of this division, the term "procurement" excludes those items set forth in section 2-244(a).~~

PROCUREMENT: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the Town.

~~*Professional services* means architectural, engineering, landscape architectural, and registered land surveying services as defined and prescribed under F.S. § 287.055.~~

PROFESSIONAL SERVICES (PS): A solicitation for responses for CCNA services which include architectural, engineering, landscape architectural, and registered land surveying and mapping services as defined and prescribed under Florida Statutes 287.055.

PROJECT MANAGER: A person designated by the Town Manager to ensure compliance with Town codes, resolutions, procedures, and specification for contracts which he/she originates. The Project Manager, along with the Department Head is held accountable for contract compliance.

~~*Proposal* means an executed formal document submitted by an offerer to the town stating the goods and/or service offered to satisfy the need as requested in the request for proposal or request for information.~~

PROPOSAL: An executed formal document submitted by a vendor to the Town stating the goods and/or service offered to satisfy the need as described in a Request for Proposals (RFP), Request for Statement of Qualifications (RFQ) or a Request for Information (RFI).

PUBLIC ENTITY CRIME: Any vendor who has been convicted of a public entity crime as defined by Florida Statute Section 287.133, shall not be able to transact business with the Town to the extent as specified in Florida Statute 287.133 (2) (a).

PUBLIC NOTICE: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective vendors for a reasonable/required period of time as determined by the Town Manager, which shall, at a minimum, include: (i) direct notice to prospective vendors on an applicable bidders list maintained by the finance department; (ii) posting public notice on the Town website; and (iii) notice in a newspaper of general circulation when required by applicable law. The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

PUBLIC RECORD: Upon award recommendation or ten (10) days after opening, Invitation to Bid, Request for Proposals, Request for Statement of Qualifications and Request for Information, becomes public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

~~*Purchase order* means the town's document used to authorize a purchase transaction with a vendor. A purchase order should contain provisions for goods and/or services ordered, applicable terms as to payment, discounts, date of performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except instances in which a purchase order is used only as an internal encumbrance document.~~

PURCHASE ORDER: The Town's document used to authorize a purchase transaction with a vendor, which contains provisions and/or descriptions for goods and/or services ordered. Acceptance of a valid purchase order by a vendor shall constitute a legally binding contract.

~~*Purchase* means the same as procurement, as defined herein.~~

QUOTATION: ~~means~~ Any oral or written informal offer by a vendor to the Town to furnish specific goods and/or services at a stated price.

REQUEST FOR INFORMATION (RFI): A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the Town may develop specifications for an Invitation for Bid or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

REQUEST FOR LETTERS OF INTEREST: A solicitation of responses from interested and prospective vendors~~/contractors~~ to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the vendor ~~respondent~~ may be given latitude in order to develop a product and/or service which will fulfill the need. ~~Upon receipt of responses to the request for letters of interest, the town may develop specifications for an invitation to bid or criteria for a request for proposal, either of which may be issued to qualified proposers who submitted responses to the request for letters of interest~~.

REQUEST FOR PROPOSAL (RFP): ~~means~~ A solicitation of responses for ~~a good~~ commodities and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

REQUEST FOR QUALIFICATION (RFQ): Solicitation for Statement of Qualifications pursuant to Florida Statutes, section 287:055, known as the Consultants Competitive Negotiation Act (CCNA).

~~*Requisition*- means the document specifying the items a cost center is requesting to purchase. The requisition document should be completed by the appropriate department head, and include the proper account numbers as well as the proper number of oral or written price quotes required by this division.~~

REQUISITION: An internal document generated by the requesting department and forwarded to the Town Manager or Finance Director requesting purchase of commodities and/or services.

~~*Responsible bidder*- means a bidder who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability, which will assure good faith performance.~~

~~*Responsible proposer*- means a proposer who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability, which will assure good faith performance.~~

RESPONSIBLE BIDDER, PROPOSER, OR RESPONDENT: A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

RESPONSIVE BID: A bid submitted by a responsive and responsible bidder, which conforms in all material respects to the invitation for bids.

RESPONSIVE BIDDER: A bidder who has submitted a bid, which conforms in all material respects to the invitation for bids.

RESPONSIVE PROPOSAL: A proposal submitted by a responsive and responsible proposer, which conforms in all material respects to the request for proposal.

RESPONSIVE PROPOSER: A proposer who has submitted a proposal, which at a minimum conforms in all material respects to the request for proposal.

SALES TAX RECOVERY: An option, resulting from the Town's tax exempt status, reserved by the Town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

SOLE SOURCE: The only existing source of an item which meets the needs of the user department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the Town Manager or Finance Director may proceed as a Sole Source Purchase.

SPECIFICATION: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids, Request for Proposals, and Request for Statement of Qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

SURETY BONDS: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

SUSPENSION: The temporary debarment of a vendor for a period not to exceed three (3) years.

TOWN: When herein referenced refers to the Town of Lake Park.

WARRANTY: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-100)

Cross references: Definitions generally, § 1-2.

Sec. 2-246. Organization.

The Finance Department shall be the agency through which the town will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services. A properly completed purchase requisition should be completed and approved by the appropriate department head prior to submission to the Finance Department. When a field purchase order is used, a requisition need not be completed but the field purchase order should be approved by the Department Head, and a copy of the field purchase order promptly sent to the Finance Department.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-101)

Sec. 2-247. Procurement methods.

(a) *Twenty-five thousand dollars or more estimated cost:* Any purchase with an estimated cost of $25,000.00 or more except in an emergency situation (as determined by the Town Manager), or when involving single-source commodities (as determined by the Finance Director or Town Manager) must have an invitation to bid or request for proposal formally advertised in a newspaper of general circulation in the county, ~~28~~ 21 days prior to the date set for submittal of bids or proposals. All purchases with an estimated cost of $25,000 or more shall require Town Commission approval.

(b) *Ten ~~Five~~ thousand dollars through $24,999.99.* All purchases having a value between ~~Five~~ Ten thousand dollars ($10,000.00) through $24,999.99 must have at least three written quotes from vendors. The results should be summarized by the cost center procuring the commodity or service, and the purchase reviewed by the Finance Director, and approved by the Town Manager. Three ~~Four~~ quotes are not required in emergency situations or when involving single-source commodities, as determined by the Finance Director or Town Manager. All purchases with an estimated cost of $10,000.00 or more shall require Town Commission approval.

(c) *Five hundred dollars through ~~$4,999.99~~ $9,999.99:* All purchases having a value over $500.00 through ~~$4,999.99~~ $9,999.99 must have at least three phone quotes documented by the procuring department. The documentation should include the vendor name, phone number, contact person, and quoted price. The Town Manager, Finance Director or the designee's assistant must approve all purchases between the amounts of $500.00 and ~~$4,999.99~~ $9,999.99. Appropriate quotes should be submitted to the Finance Department with the purchase requisition.

(d) *One cent through $499.99.* All purchases having a value between $0.01 and $499.99 may be made using a field purchase order (FPO). It is the responsibility of the procuring department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The procuring department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than $499.99.

EXCEPTION: *One cent through $1,500.00. Public Works FPO:* An exception is made for the purchase limits for Public Works Department (only) due to the nature of purchases such as construction materials, mechanical parts, landscaping materials, irrigation system parts etc. on a routine basis. All other requirements for bid solicitation and reporting remain the same.

(e) *Review of purchases.* The Finance Department may review ~~such~~ purchases from time to time to ~~validate the integrity of~~ the ~~purchase. One copy of each field purchase order shall be immediately forwarded to the finance department by the procuring department after completion of such field purchase order.~~ ensure the validity of the purchase, including but not limited to, a confirmation of the need for the items purchased, verification of the department's report and its supporting documentation, the adherence to these purchasing procedures, and the overall integrity of the process used. One copy of each field purchase order shall be immediately forwarded to the Finance Department by the user ~~procuring~~ department after completion ~~consummation~~ of the purchase. ~~pursuant to the completion of such field purchase order.~~

(f) **Aggregate Annual Amounts**: All references to bids and purchases and amounts established for bid parameters shall be deemed to be aggregate annual amounts, to the extent feasibly by each department. The total annual expected value of the purchase is to be used to determine the type of bid process to be applied. There shall be no artificial division of orders, piecemeal orders or other plans of order diversion or pyramiding to avoid said requirement.

(g) **Unauthorized Purchases Prohibited**: Unless specifically identified and approved it shall be prohibited for any Town employee to order the purchase of any goods or services or make a contract other than through the Finance Director unless otherwise provided herein. Any purchase or contract made contrary to the provisions hereof are not authorized and shall not be binding upon the Town, even though said goods and/or services are used or consumed in support of the effort of the Town.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-102)

Sec. 2-248. Competitive sealed bid process.

(a) **THRESHOLD AMOUNT**. The threshold dollar amount established as policy by the Town Commission at and above which the competitive sealed bid process shall be used, except as otherwise provided herein shall be ~~$10,000.00~~ $25,000.00.

(b) **INVITATION ~~TO~~ FOR BIDS**. ~~An invitation to bid~~ Shall ~~be issued which shall~~ include the specifications, scope of service, ~~and~~ all ~~contractual~~ terms and conditions applicable to the ~~procurement.~~ bid and shall set forth the evaluation criteria to be used to determine the award.

(c) **PUBLICATION OF NOTICE**. Public notice of the invitation to bid shall be published in a newspaper of general circulation in the county for 21 days ~~a reasonable period~~ prior to bid ~~opening~~ submittal deadline, and posted on the Town of Lake Park web site. Bid Notice shall be sent directly to prospective bidders that are on the vendor file relevant to the specific commodity. ~~and shall be mailed to all parties on any particular vendor list.~~ The public notice shall state the place, date, and time of bid opening.

(1) For Bids estimated to be from twenty five thousand dollars ($25,000.00) or more and expected to be under two hundred thousand dollars ($200,000.00), the public notice of the invitation to Bid shall provide a minimum of ~~ten (10)~~ 21 days for submission of bids.

(2) For bids estimated to be over two hundred thousand dollars ($200,000.00) public notice of the Invitation to Bid shall provide at least thirty (30) days for submission of bids unless determined by the town manager or finance director to not be in the best interest of the Town.

BIDS GENERALLY. ~~Bids must be received no later than the time and date and at the location specified for bid opening in the invitation to bid. No bids shall be accepted after such time and date or at any other location than specified; any bids received later or at any other location than specified shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place at the specified time. Bidders shall be allowed to withdraw their bids at any time prior to bid opening.~~

(d) **BID SUBMISSION:** Bids must be received, in a sealed envelope, no later than the time and date and at the location specified. Any bids received later or at any other location than specified

will not be accepted and shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids by the specified time. The Town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or Town employee to successfully deliver a bid to the designated delivery location. It is noted that bidders shall be allowed to withdraw their bids at any time prior to bid opening.

(1) All bids and accompanying documentation received from bidders in response to an invitation to bid, become the property of the Town, and will not be returned to the bidders. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the Town.

(e) **BID ACCEPTANCE AND EVALUATION**: Bids shall be accepted from all qualified vendors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the Invitation for Bid. Unsolicited alternates will not be considered.

The Town may, at any time and in its sole discretion, reject all bids and/or re-advertise for bids using the same or different specifications and terms and conditions.

(f) **BID OPENING**. Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place specified in the invitation to bid. At the time of public opening, the Town Clerk or designee will officiate at all public bid opening of sealed bids, and shall ~~be~~ announce~~d~~ and record~~ed~~ the name of each bidder, the amount of each bid and such other relevant information as the Town Manager deems appropriate.

(g) **PUBLIC RECORD**: Upon award recommendation or ten (10) days after opening, bids become public records and shall be subject to public disclosure consistent with Chapter 119. Florida State Statutes.

(h) **CANCELLING OR POSTPONING INVITATION TO BID**. The Town Manager or Finance Director may, prior to bid opening, elect to cancel an invitation to bid or postpone the date and/or time of bid submission or opening. In such situations, an addendum will be issued.

~~(e) *Required information; errors; responsiveness.*~~

~~(1) The following shall govern the correction of information submitted in a bid when that information is a determinant to the responsiveness of the bid a material factor in determining the responsiveness of the bid:~~

~~a. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the finance director or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid form, and the words and figures do not agree, the words shall govern and the figures shall be disregarded.~~

~~b. No bidder shall be permitted to correct a bid error after the bid opening that would cause such bidder to have the low bid, except that any bidder may correct~~

~~errors in extension of unit prices stated in the bids, or in multiplication, division, addition, or subtraction. In such cases, unit prices bid shall not be changed, and such error must be readily apparent on the face of the bid form.~~

~~c. Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from a low bidder after bid opening, and prior to commencement of work, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the invitation to bid.~~

~~(2) A bidder who alleges a judgmental error of fact shall not be permitted to withdraw the bid after bid opening. If such bidder unilaterally withdraws the bid without permission after bid opening, the Town Manager director may suspend the vendor from receiving new orders from the town for up to two three years, dating from the date of unilateral withdrawal, and the Town shall retain any bid security submitted with the bid.~~

~~(3) A bidder who alleges a nonjudgmental error of fact may be permitted to withdraw the bid only when it is determined by the town manager or finance director that there is reasonable proof that such a mistake was made and, if the bid is the low bid, that the intended bid cannot be determined with reasonable certainty. If a bidder unilaterally withdraws the bid without permission after bid opening, the town manager or finance director may suspend the vendor from receiving new orders from the town for up to three two years, dating from the date of the unilateral withdrawal, and the town shall retain any bid security submitted with the bid.~~

~~(4) Information in a bid which concerns the responsibility of the bidder shall not necessarily be considered conclusive at the time of the bid opening, except when the invitation to bid unequivocally states that the bid shall not be considered responsive unless the particular information is provided in the bid. When such information has not been so declared as determinant of responsiveness of the bid:~~

~~a. The finance director may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to warrant a recommendation of rejection of the bid based on a lack of demonstrated responsibility.~~

~~b. The finance director may, after bid opening, request additional information from the bidder concerning the bidder's responsibility to perform; and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning the bidder's responsibility as a bidder. The finance director shall consider this and all other information gained prior to the time of award or rejection in making a decision.~~

~~(5) A bid shall be considered responsive only if it conforms to the requirements of the invitation to bid concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matter unequivocally stated in the invitation to bids as a determinant of responsiveness. A lack of conformity on these matters which is non-substantive in nature may be considered a technicality or irregularity which may be waived by the finance director.~~

(i) **Withdrawal of Bids**: A bidder can withdraw their bid up to the time listed for receipt of bids. If a bidder unilaterally withdraws their bid without permission after bid opening, the Finance Director may suspend the vendor from participating in future bids for up to three (3) years.

(j) **Corrections to bids**: The following shall govern the corrections of information submitted in a bid when the information is a material factor in determining the responsiveness of the bid.

(1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a bid may be corrected by the Finance Director or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

(2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low bidder after recommendation to award bid to the low bidder, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Invitation to Bid.

(k) **Responsible Bidder**: Factors to be considered in determining whether the standard of responsibility for bidders/proposers has been met include whether, in the Town's determination, a prospective vendor/contractor has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.

(2) A satisfactory record of performance on similar projects

(3) A satisfactory record of integrity

(4) Qualified legally to contract with the Town

(l) **RESPONSIVE BIDDER**: A bid shall be considered responsive only if it conforms to the requirements of the Invitation for Bids concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the Invitation for Bids.

(m) **TIE BIDS**. If two (2) or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration:

a. Quality of the items or services bid if such quality is ascertainable.
b. Delivery time if provided in the bid by the bidders.
c. Certification of a "Drug-Free Workplace Program" which meets criteria established in F.S. § 287.087.
d. Location of the vendor with the following award preferences:
   i. A Town of Lake Park vendor.
   ii. A Palm Beach County vendor.
   iii. A Florida vendor.

iv. A minority business enterprise certified pursuant to the provisions of Section 288.703, Fla. Stat., as amended from time to time.

e. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that bidder whose bid was received earliest in time by the Town as indicated by the time clock stamp impressed upon the bid envelope of each bidder.

(n) **BID AWARD**: Award will ordinarily be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids, and shall be effective upon issuance of a purchase order, execution of a contract, or written notice of award by the Finance Director. The town may reject any bid prior to such issuance. In the event only one bid is received, the Town may award to the sole bidder if the bid is deemed to be reasonable and in the best interests of the Town or to request new bids. In the event all bids exceed budgeted funds, the Finance Director, with direction of the Town Manager, in cooperation with affected Department Director, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds.

~~(o) **RESERVED RIGHTS**: The Town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids and whose award will, in the opinion of the Town, be in the best interest of the Town.~~

(o) **REJECTION OR AWARD OF BIDS.**

(1) The Town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award will, in the opinion of the Town, be in the best interest of and most advantageous to the Town.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the Town's determination, a prospective vendor/contractor has:

a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

b. A satisfactory record of performance on similar projects;

c. A satisfactory record of integrity;

d. Qualified legally to contract with the Town; and

e. Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, or organization papers required.

The prospective vendor/contractor shall supply information requested by the Town concerning the responsibility of such vendor/contractor. If such

vendor/contractor fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the prospective vendor/contractor nonresponsive if such information is not submitted within the time specified by the Finance Director.

(3) The Town may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or proposals to those vendors/contractors deemed qualified in such process.

~~(i) *When award effective.* Award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid, and shall be effective upon issuance of a purchase order, contract, or written notice of award by the finance director. The town may reject any bid prior to such issuance. In the event only one bid is received, the town may award to the sole bidder, negotiate with the sole bidder, or rebid. All bid awards must be approved by the town commission.~~

(p) *Changes and amendments.* The Finance Director may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement of up to a cumulative amount of 20 percent or $5,000.00, whichever is lower. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the Town Commission. If the change is outside the scope of the original project or procurement as determined by the Finance Director, a new invitation to bid must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the town commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the Finance Director.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-103)

Sec. 2-249. Competitive sealed proposal process.

~~When it is determined and documented in writing by the using department and the finance director that the use of a competitive sealed bidding is either not practical or not advantageous to the town, due to the technical or specialized nature of the goods and/or services sought, the town may utilize the following competitive proposal processes as an alternative to the competitive bid process:~~

~~(1) *Requests for proposal (RFP) or requests for information (RFI).* Setting forth the terms and conditions of the goods and/or services sought including evaluation factors shall be issued.~~

~~a. *Notice.* Adequate notice shall be published in a newspaper of general circulation in the county for a reasonable time prior to the time set for the submission of responses and shall be mailed to all parties on the applicable vendor list.~~

~~b. *Submission.* Proposals must be received no later than the specified time, date and at the location specified for submission in the request for proposal or request~~

~~for information. No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.~~

~~c. *Proposal cancellation or postponement.* The Finance director may, prior to a request for proposal or request for information submission, elect to cancel or postpone the date and/or time for submission.~~

When it is determined by the Town Manager that the use of competitive sealed bidding is either not practical or not advantageous to the Town, the competitive proposal process may be used as an alternative to the competitive bid process.

(a) **Public Notice**: Public notice of the Request for Proposal or Request for Statement of Qualification shall be given in the same manner as provided for competitive sealed bidding except all RFP or RFQ require a minimum of thirty (21) days for submission of proposals unless determined by the Finance Director to be not in the best interest of the Town.

(b) **Evaluation Factors**: The Request for Proposals shall state the relative importance of price and other evaluation factors as listed in the Request for Proposal.

(c) **Submission**: Proposals must be received no later than the specified time and date and at the location specified for submission in the Request for Proposal (RFP) or Request for Statement of Qualifications (RFQ). No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.

(d) **Proposal Cancellation or Postponement**: The Town Manager, Finance Director or designee may, prior to the RFP or RFQ due date, elect to cancel or postpone the date and/or time for submission or opening. In such situations an addendum will be issued.

(e) **Discussion with Responsible Proposer and Revisions to Proposals**: As provided in the Request for Proposals, discussions may be conducted with any responsible proposer who submits a proposal determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposer shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing vendors.

~~(2) PROPOSAL EVALUATION.~~

~~a. Award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the town in accordance with the evaluation criteria contained in the request for proposal or to the most qualified firm in the case of a request for information. Evaluation of offerors and/or proposals may be made in a multistep selection or bidding process as set forth in the request for proposal or request for information and shall be based upon factors of responsibility set forth in section 2-248(h)(2) and upon factors of responsiveness and quality based upon criteria set forth in~~

~~the request for proposal or request for information. The request for proposal or request for information shall state the relative importance of price and other criteria.~~

~~b. As provided in the request for proposal, discussions may be conducted with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers in conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerors.~~

(f) **Proposal Evaluation**: Award shall be made to the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the Town in accordance with the evaluation criteria contained in the RFP/RFQ. Evaluation of proposals may be made in a multi-step selection process as set forth in the RFP or RFQ.

~~(3) *Award.* Notice of the intent to award shall be posted at the location set for proposal submission. The award shall be made in accordance with the provisions of section 2-248(i). The contract file shall contain the basis on which the award is made.~~

(g) **Award**: Notice of the intent to award shall be posted at the location set for proposal submission.

(1) The Twon reserves the right to conduct negotiations with two (2) or more proposers who respond to an RFP.

(2) Negotiations involving the Consultants Competitive Negotiation Act (CCNA) will be conducted by a team selected by the Purchasing Agent.

(h) **Proposal vs. Bid**: All of the guidelines specified for Invitation to Bid will apply to Request for Proposals unless otherwise stated in the guidelines for Request for Proposals.

(i) **Consultant Services**: Consultant Services for services other than for architecture, engineering, landscape architectural or surveying and mapping services are acquired in compliance with policies outlined in Invitation to Bid and/or Request for Proposal.

(1) Architectural, engineering, landscape architectural or surveying and mapping services are acquired using Florida Statute, Section 287.55, known as the Consultants Competitive Negotiation Act (CCNA).

(2) Design build contracts shall be established in compliance with Florida Statute, Section 287.055, known as the Consultants Competitive Negotiation Act (CCNA).

(j) **Continuing Consultant Services**: The Consultant's Competitive Negotiation Act (CCNA) does not provide criteria for negotiating a contract for Continuing Consultant Services. The Town has established selection criteria among consultants under Continuing Consultant Services Contracts. Consultant Services required for any project, which is within the scope of a

Continuing Service Contract with the Town, which services are within the scope of the Consultant Competitive Negotiations Act, shall be awarded as follows:

(1) The Town Manager and Department Head in charge of the project for which such services are required shall determine which of the service providers then under continuing contract with the Town are potentially capable of providing the required services.

(2) The Town Manager or Finance Director shall then request each such provider submit a proposed Scope of Services and a fee quotation. The Department Head shall review the proposals received. In the event he/she determines it to be in the best interest of the Town, prior to completing his/her review, to enter into negotiations with any service provider which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible; upon the conclusion of any such negotiations, the department head shall complete review of the proposals.

(3) Upon completion of the proposals review, the Department Head shall prepare and submit to the Finance Director and Town Manager his/her recommendation as to which service provider should, in his/her professional judgment, receive authorization to perform the work. In making such determination he/she shall take into account factors set forth in Florida Statute, Section 287.055 (4)(b), with respect to service providers then under continuing contracts with the Town and the price for which the services are to be rendered.

(4) The Town Manager will be the approving authority for all price proposals under ten thousand dollars ($10,000.00); for all price proposals over ten thousand dollars ($10,000.00) the Town Manager will review and make his/her recommendation to the Town Commission for approval.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-104)

Sec. 2-250. Alternative source selection.

(a) *Small purchases.* Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Code; provided, however, no purchase shall be artificially divided so as to constitute a purchase for an amount less than the mandatory bid amount.

(b) *Sole source purchases.* The Town Manager ~~finance director~~ may make or authorize a purchase without competitive bid when the appropriate department head has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply. Sole source purchases greater than ~~$3,999.99~~ $5,000.00 must be approved by the Town Manager. In addition, all sole source purchases exceeding the mandatory bid amount shall be approved by the Town Commission. Written determinations documenting sole source purchases shall be retained for a period of at least three years.

(c) *Emergency purchases.* The Town Manager or the Finance Director may make or authorize emergency purchases as defined herein. The appropriate Department Head shall document in writing that such good and/or service needs to be purchased on and shall be approved by the Town Commission. Written determinations documenting emergency purchases shall be retained for a period of at least three years.

(d) *Cooperative purchases.* Notwithstanding any requirements of this division, the Town Manager or the Finance Director may purchase goods and/or services under contract with the federal, state, or municipal governments or any other governmental agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the town. Such purchases shall be subject to the approval levels specified in section 2-247.

(e) *Field purchase orders.* Field purchase orders may be utilized for purchases up to $500.00. Field purchase orders do not require the preparation of a purchase requisition by the procuring department nor the approval of the Finance Director prior to the procurement of a commodity and/or service. The procuring department is responsible for ensuring that a competitive price is received for the commodity and/or service ordered, and that the budgetary appropriation for the commodity and/or service purchased is not over expanded. The Town Manager or the Finance Department shall determine the integrity of such purchases.

(f) ~~*Consultant services.*~~

> ~~(1) *Estimated value equal to or in excess of mandatory bid amount.* Consultant services as defined herein when the estimated fee is equal to or in excess of the mandatory bid amount may be acquired through an invitation to bid or through the competitive sealed proposal process, provided the basis for this method of source selection is documented.~~
>
> ~~(2) *Estimated value less than the mandatory bid amount.* The procurement of consultant services as defined herein when the estimated fee is less than the mandatory bid amount shall be awarded in accordance with procedures promulgated in section 2-247.~~

~~(g) *Professional architectural, engineering, landscape architectural, design build and surveying and mapping services.* The procurement of professional services as listed in the above title shall be made in accordance with F.S. § 287.055.~~

(f) *Construction services.* The procurement of construction services by the Town and the Community Redevelopment Agency shall be acquired in accordance with the competitive sealed bid process outlined in section 2-248.

> (1) Bid security shall be required for all competitive sealed bidding for construction contracts when the total cost of construction is estimated by the Town Manager or the Finance Director to exceed $100,000.00. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the Town may be tendered in lieu of the bid bond. Nothing contained herein shall prevent the Town from requiring bid security on construction contracts under $200,000.00 as determined in the discretion of the Town Manager to be in the best interest of the Town. Bid security shall be in an amount deemed sufficient by the Town Manager to insure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

(2) Bids or proposals which are submitted without the required bid security shall be rejected.

(3) Any person, firm or entity who enters into a written construction contract with the Town which is for $200,000.00 or more, shall before commencing the work, execute and deliver to the Town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than 100 percent of the total contract price, unless the amount of the bonds is reduced to a lesser amount as determined by the Town Commission, but in no event shall the amount of each bond be less than 100 percent of the total contract price. The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County. At the discretion of the Town Commission, any person or entity entering into a construction contract which is for $200,000.00 or less may be exempted from executing the payment and performance bond.

(4) In lieu of the bond required by this section, a contractor may file with the Town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. Ch. 625, pt. II. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the Town Manager.

(5) The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity; and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in F.S. § 713.01, as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

(6) If at any time after the execution of the contract and the surety bonds, the Town deems the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the contract, the Town may require the contractor, at its sole expense and within five days after the receipt of notice from the Town, to furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the Town. In such event, no further payment to the contractor shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the Town as to protect the interests of the Town and ensure the payment of persons supplying labor and materials under the contract. Final payment of all construction projects shall be approved by the Town Manager ~~finance director~~ after certification of completion from the Community Development Director.

(7) Nothing herein shall prohibit the Town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful bidder, without further bidding, in an effort to benefit from the Town's tax exempt status.

(Ord. No. 9-1996, § II, 9-18-1996; Ord. No. 1-2000, § I, 2-2-2000; Code 1978, § 2-105; Ord. No. 01-2007, § 2, 3-7-2007)

Sec. 2-251. Contract document.

(a) *General provisions.* Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall not be limited to:

(1) A provision that bills for fees or other compensations for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(2) A provision allowing unilateral cancellation by the agency for the refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract.

(3) Where feasible, a provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.

(4) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(5) Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two years after the initial contract, the terms under which the cost may change as determined in the invitation to bid or request for proposal; and that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of appropriate funds.

(b) **SIGNING OF WRITTEN AGREEMENT.** The written agreement shall be signed by the Town Manager and/or the Mayor and the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the Town Manager.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-106)

Sec. 2-252. Protested solicitations and awards.

(a) **RIGHT TO PROTEST.** Any actual, or prospective bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Finance Director.

(b) **NOTICE.**

(1) A notice of bid protest must be submitted no later than 5:00 p.m., local time, three business days after the bid award. The protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

~~(2) A formal written protest must be filed no later than 5:00 p.m., local time, five business days after the date of filing the notice of protest. The formal written protest shall:~~

~~a. Identify the protestant and the solicitation involved;~~

~~b. Include a clear statement of the grounds on which the protest is based;~~

~~c. Defer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and~~

~~d. Specifically request the relief to which the protestant deems itself entitled by application of such authorities to such grounds.~~

~~The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom protestant is in dispute and shall provide the finance director with evidence of such mailing.~~

(2) *Formal bid protest submission*. A formal written protest must be filed at the office of the Finance Director no later than 5:00 p.m., local time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of ~~Identify~~ the name, address and contact information of the ~~and~~ protestor ~~protestant~~ and the solicitation involved;

b. ~~Include a~~ A clear, brief, statement of the facts, legal arguments. and other grounds on which the protest is based;

c. Identification of any applicable ~~Defer to the~~ statutes, ~~laws,~~ or ordinances, or other legal authorities which the protestor ~~protestant~~ deems applicable to the ~~protest such grounds~~; and

d. ~~Specifically request the~~ Clearly state, in writing, the specific nature of the relief requested by ~~to which~~ the protestor. ~~protestant. deems itself entitled by application of such authorities to such grounds~~.

e. Any additional written or physical materials, objects, statements, and arguments, which the protestor deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom the protestant is in dispute, and shall provide the Town Manager with evidence of such mailing.

(3) A formal written protest is considered filed with the Town when it is received by the Finance Director. Accordingly, a protest is not timely filed unless it is received by the Finance Department within the times specified above. Failure to file a written notice of protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with section 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision <u>within 10 business days</u> to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the Department Head of the using department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The Town Clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the Town. Any

party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the Town Attorney and after consultation with the using department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the Town Commission to settle actions pending before the courts.

(g) *Damages.* In the event of the court upholding the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-107)

Sec. 2-253. Suspension and debarment.

(a) *Authority.* The Finance Director may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor rejected; provided, however, the Commission shall have the power to waive or lift such suspension or debarment.

(b) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the Town;

(2) Vendor commits any fraud or misrepresentation in connection with a bid, quotation proposal or contract with the Town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to Town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor commission or any act or omission to perform any act which is grounds for debarment;

(7) Vendor violates the ethical standards set forth in local, state, or federal law;

(8) Vendor fails to comply with the minority business enterprise participation or minority business enterprise requirements of an awarded contract; or

(9) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(c) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(d) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(e) *Public entity crime.* Any vendor who has been convicted of a public entity crime, as defined by F.S. § 287.133, shall not be able to transact business with the Town to the extent as specified in F.S. § 287.133(3)(a).

(f) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-108)

Sec. 2-254. Inspections and tests.

(a) The Finance Director or appropriate Department Head may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) Any using department which has the staff and facilities for adequate inspection may be authorized by the Finance Director to inspect deliveries made to it.

(c) The Finance Director shall have the authority to require chemical and/or physical tests or samples submitted with bids and, samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the Finance Director shall have the authority to make use of any facilities of the Town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the Town may require the vendor to pay the town for any expense incurred in testing.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-109)

Sec. 2-255. Equal opportunity/minority and women business enterprises.

(a) The Town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the Town's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the Town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-110)

Sec. 2-256. Conflict of interest.

(a) The standards of conflict for public offices, employees, government and attorneys as set forth in F.S. § 112.313 are hereby adopted and incorporated herein by reference as if fully set forth herein.

(b) The Finance Director, every member of the Finance Director's staff, and any employee of the Town engaged in the procurement of goods and/or services are prohibited from accepting or receiving any money, rebate, gift or anything of value or any promise of future reward or compensation, from any person, firm or corporation to which any purchase or contract may be awarded. This prohibition shall not apply to holiday gifts with a value of $25.00 or less.

(Ord. No. 9-1996, § II, 9-18-1996; Code 1978, § 2-110.1)

Secs. 2-257--2-280. Reserved.

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

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

Section 5. Codification. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

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

TAB 17

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** **Agenda Item No.** Tab 17

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	ORDINANCE ON SECOND READING	**[X]**	**DISCUSSION**
[ ]	ORDINANCE ON FIRST READING	[ ]	BID/RFP AWARD
[ ]	GENERAL APPROVAL OF ITEM	[ ]	CONSENT AGENDA

SUBJECT: **Volunteer Dinner**

RECOMMENDED MOTION/ACTION: **Provide direction to staff.**

Approved by Town Manager Ul. Davis **Date:** 3/26/09

Vivian Lemley
Name/Title

3/26/09
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ Funding Source: Acct. #	**Attachments:** List of Volunteers Dates to chose Serving Beer/Wine
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **n/a** **Please initial one.**

Summary Explanation/Background: Historically, the Town Commission expresses its gratitude to Town volunteers by hosting all annual dinner. Attached is the list of volunteers during the 2008 fiscal year as well as a listing of proposed dates to hold the event.

TOWN OF LAKE PARK

MEMO

To: Maria Davis, Town Manager

From: Vivian Lemley, Town Clerk VML

Date: March 24, 2009

Subject: Volunteer Dinner

Below are a few dates I am proposing in which we can host the Volunteer Dinner.

Friday, May 1st; Friday, May 8th ; Friday, May 15th .

It is suggested that the event take place in the Mirror Ballroom with food catered from Carrabba`s Italian Grille, along with different refreshments and wine. We also recommend a band for entertainment. Certificates will be awarded honoring our Town Volunteers.

We expect to spend approximately $35.00 per person for the food, beverages, band and other miscellaneous supplies.

VOLUNTEER DINNER LIST

Christiane Francois – CRA Board

Michelle McKenzie-Suiter – CRA Board

Mary Adams – Library Board

Peter Braun – Library Board

Lisa Colgan – Library Board

Louise Fullerton – Library Board

Antony Lewis – Library Board

Candace Moss – Library Board

Jeff Blakely – Planning & Zoning Board

Mason Brown – Planning & Zoning Board

Todd Dry – Planning & Zoning Board

Mary Gambino – Planning & Zoning Board

Robin Maibach – Planning & Zoning Board

Tim Stevens – Planning & Zoning Board

Judith Thomas – Planning & Zoning Board

Ronnie Lee Cohen – COP

Mary Davis – COP

Genanne Doughty – COP

Anthony Kulinka – COP

Joan Kulinka – COP

Christopher Price – COP

John Demase – COP – Coordinator

Joanne Price – COP

Neptalie Jerome

Henry McNish – President of the Friends of the Library

TAB 18

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 1, 2009** Agenda Item No. Tab 18

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON SECOND READING **[X] DISCUSSION**

[ ] ORDINANCE ON FIRST READING [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: **Designation of Voting Delegate and Alternate(s) to the Palm Beach County League of Cities, Inc.**

RECOMMENDED MOTION/ACTION: **Designate a Voting Delegate Member and Alternates to the Palm Beach County League of Cities.**

Approved by Town Manager _____ **Date:** 3/24/09

Vivian Lemley - Town Clerk 3/17/09
Name/Title Date of Actual Submittal

Originating Department: **Town Clerk**	**Costs: $ 0.00** Funding Source: Acct. #	**Attachments:** **Voting Delegate & Alternates Form**
Department Review: [ ] Attorney_____ [ ] Community Affairs ____ [ ] Community Development___	[ ] Finance _____ [ ] Fire Dept _____ [ ] Library _____ [ ] Marina _____ [ ] PBSO _____	[ ] Personnel _____ [ ] Public Works_____ **[X] Town Clerk** VML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background: **The Town Clerk's Office is in receipt of the Request for Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities. It is requested that the Town Commission designate its voting delegates and respective alternates to the Palm Beach County League of Cities.**

Palm Beach County
LEAGUE of CITIES, Inc.

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2006, the governing body of (City, Town, Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. Such delegates and/or alternates are **NOT** authorized to vote at any meeting of the Board of Directors.

_____

_____

Voting Delegate _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Action taken this _____ day of_____, 2009

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.leagueofcities.org | jtitcomb@pbcgov.org
Tel. 561-355-4484 · Fax 561-355-6545
P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401