

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 6, 2009,
Immediately following the
Special Call CRA Board Meeting,
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Jeff Carey	—	Vice-Mayor
Edward Daly	—	Commissioner
Patricia Osterman	—	Commissioner
Kendall Rumsey	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. 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. **PROCLAMATION:**
 - Janet Perry - 2008 Employee of the Year
 - National Public Works Week
- G. **PRESENTATION:**
Greater Palm Beach Area American Red Cross – Larry Casey

H. 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.

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

For Approval:

1. Regular Commission Meeting Minutes of March 18, 2009 Tab 1
2. Regular Commission Meeting Minutes of April 1, 2009 Tab 2
3. Attorney-Client Session Minutes of April 15, 2009 Tab 3
4. Regular Commission Meeting Minutes of April 15, 2009 Tab 4
5. Notification of Change Order to Bellingham Marine for the South Breakwater Project Tab 5
6. Award of Contract to A Great Fence, LLC, for the Ball Field Security Fencing Bid Tab 6
7. Adoption of Revised Marina Dockage Agreement Tab 7
8. Resolution No. 19-05-09 Grant Application for Florida Community Trust Tab 8
9. Proclamation Honoring Arbor Day Tab 9

J. DISCUSSION AND POSSIBLE ACTION:

10. Private Lamp Post Grant Program Tab 10
11. Volunteer Dinner Food Tab 11
12. Overflow Parking Alternatives at the Marina Tab 12
13. Approval of Calendar for July Commission Meeting and Budget Workshops Tab 13

K. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

L. ADJOURNMENT:

Proclamation

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: May 6, 2009

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Proclamation for Janet Perry, Employee of the Year for 2008

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. J. Davis* Date: *4/30/09*
Barbara McElhenny *4/30/09*
 Name/Title *HR Director* Date of Actual Submittal

Originating Department: Human Resources	Costs: \$500.00 Funding Source: <i>Non-Dept Contingency</i> Acct. #	Attachments: Copy of Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>AME</i></u>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <u><i>BMT</i></u> <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>BMT</i></u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

On April 8, 2009, the nomination period opened up for receipt of nominations from all staff members for the award of Employee of the Year for 2008. Nominations were received and Janet Perry was selected by the award committee comprised of Town department heads (not the Town Manager) as the recipient of this honor based upon her work performance and productivity, judgment, initiative, integrity, dependability, cooperation and citizen relations. As a result of her selection as Employee of the Year for 2008, Ms. Perry will receive a one-time monetary award of \$500.00 and will also be eligible for nomination by the Town Commission for recognition by other agencies such as the Florida League of Cities.

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
RECOGNIZING JANET PERRY
AS THE 2008 EMPLOYEE OF THE YEAR**

WHEREAS; Janet Perry commenced her employment with the Town of Lake Park as Administrative Assistant to the Town Manager on October 31, 2005; and

WHEREAS; throughout her employment with the Town of Lake Park, Janet Perry has served the citizens of the Town of Lake Park diligently and with the utmost degree of professionalism; and

WHEREAS; by so doing, Janet Perry has distinguished herself by establishing an excellent record of job performance and service to the Town of Lake Park; and

WHEREAS; Janet Perry has often gone beyond the call of duty by accepting and performing additional duties and responsibilities and by seeing to it that the Town Manager's office functioned efficiently and effectively and with a high caliber of customer service; and

WHEREAS; through her devotion and sense of teamwork and professionalism, Janet Perry has proven herself to be a highly valued and knowledgeable employee and a great asset to the Town of Lake Park; and

WHEREAS; the Town of Lake Park wishes to publicly recognize Janet Perry for her service and accomplishments.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca Dubois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Janet Perry for her dedication and the service, and recognize her as the 2008 Employee of the Year.

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 6th day of May, 2009.

_____ By: _____
_____ Mayor Desca Dubois

ATTEST:

Vivian Mendez Lemley, Town Clerk

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

Meeting Date: **May 6, 2009**

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING

<input type="checkbox"/> Ordinance on Second Reading

<input type="checkbox"/> ORDINANCE on First Reading

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Honoring National Public Works Week.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager

W. Davis

Date:

4/22/09

Name/Title

Vivian Lemley

Date of Actual Submittal

4/21/09

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

Summary Explanation/Background: National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations. This proclamation will be displayed at the FL Chapter of APWA's Annual Meeting & Trade Show in West Palm Beach on April 30th with other proclamations from around the State of Florida.

**PROCLAMATION
RECOGNIZING NATIONAL
PUBLIC WORKS WEEK**

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform.

WHEREAS, this year's theme "Revitalize, Reinvest, Renew", is a tribute to the many positive improvements public works employees have made to our communities;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, Florida do hereby publicly recognize May 17th through May 23rd, 2009 as

NATIONAL PUBLIC WORKS WEEK

in the **Town of Lake Park**, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

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 6th day of May, 2009.

BY: _____
Mayor Desca DuBois

ATTEST:

Vivian M. Lemley, Town Clerk

Presentation

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

Meeting Date: **May 6, 2009**

Agenda Item No.

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

SUBJECT: Greater Palm Beach Area American Red Cross

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager *Neil Davis* **Date:** 5/1/09

Name/Title _____ Date of Actual Submittal _____

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

Summary Explanation/Background: The Mayor invited Mr. Larry Casey of the Greater Palm Beach Area Red Cross for a brief presentation.

Consent Agenda

TAB 1

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

Meeting Date: May 6, 2009

Agenda Item No. 1

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

SUBJECT: Regular Commission Meeting Minutes of March 18, 2009.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of March 18, 2009.

Approved by Town Manager

W. Davis

Date:

4/29/09

Deputy Clerk

J. Smith

Date of Actual Submittal

4/14/09

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
March 18, 2009 7:48 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 18, 2009 at 7:48 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Clerk Vivian Lemley, and Town Manager Maria Davis.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

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

PROCLAMATIONS:

National City Bank for their Donation to sponsor the Lake Park Day of Dreams Celebration

Mayor DuBois read the proclamation to representatives of National City Bank.

Commissioner Osterman stated that there are many companies that would write a check but National City Bank did not just write a check, they had at least one to three representatives at every meeting that the Town had and they were very hands on in their approach.

A representative of National City Bank stated that it was a privilege to work with the Town on the Day of Dreams Event.

PRESENTATION

Commuter Rail Train Station Presented by Kim Delaney

Community Development Director Patrick Sullivan introduced Kim Delaney from the Treasure Coast Regional Planning Counsel to give an update on the second phase of the commuter rail train station. He stated that the area near the Town's Fire Department was being considered as a location for a railway station.

Ms. Delaney gave a PowerPoint Presentation (see Exhibit "A") regarding the Commuter Rail Train Station.

Mayor DuBois asked if Ms. Delaney was working in conjunction with anyone on the Scripps Bioscience Overlay Committee and if the train station would conflict in any way with the property that the Town has set aside for the Bioscience Overlay.

Ms. Delaney gave a description and location of Bioscience Projects. She stated that they were forecasting approximately 32,000 to 35,000 jobs and there would be a small employment center station that would complement the Abacoa neighborhood at Frederick Small Rd. and A1A. The station in Palm Beach Gardens would possibly be at the intersection of PGA Blvd. and A1A.

Commissioner Osterman stated that the Lake Park station at Park Avenue would be the best of both worlds because the railway would be a neighborhood station and a low cost investment, but also have the appeal of a Town Center station that has restaurants and stores within walking distance.

Ms. Delaney stated that the system would get more ridership because of the town center atmosphere.

Commissioner Osterman stated that the station would give the Town greater appeal in terms of grant money.

Ms. Delaney stated that the current administration was extremely supportive of transit because it was green and reduced dependence on foreign oil.

Commissioner Balius stated that the presentation was different from the one given approximately five or six years ago. There were not many people in Lake Park that wanted a transit station at that time but the location was ideal. He stated that there was property that needed to be developed located south of where the proposed station would go and also sits within the CRA District. He asked how many parking spots were required for a neighborhood station.

Ms. Delaney stated that 40 to 60 parking spots would be the expectation for the train station.

Commissioner Balius asked if there was a ridership study done.

Ms. Delaney stated that the tier one ridership forecast estimated a total of 130,000 daily riders on the system.

Commissioner Osterman asked what the Town would need to do in order to get selected for the transit system.

Ms. Delaney stated that the Commission should direct staff to work with them to develop a set of recommendations to make changes in the Town's planning documents to help locate a station, test it and make sure that the Town has a regulatory environment that would support that.

Mayor DuBois stated that the transit system would be a good idea because of current road conditions and the Bioscience Overlay.

The Commission came to consensus to proceed with directives to implement a transit system within the Town.

PUBLIC and OTHER COMMENT

Tomas Boiton, 1406 Flagler Blvd. – stated that he was glad that the Town has decided to move forward with implementing a transit system within the Town.

Carol Powel, 4426 Bamboo Dr. - stated that she was a handicapped senior citizen who has fished at the Lake Shore Park since 1991. Fishing at Lake Shore Park was her only form of recreation as well as her friends. They do not litter and they clean up after themselves. She was upset to see the "No Fishing" signs up and she wanted to know if there was an Ordinance for the "No Fishing" sign.

Mike Evernham, 402 Lake Shore Dr. – asked if there were any plans to place details or updates regarding the Lake Shore Drive Improvements on the Town's website.

Kendall Rumsey, 315 Hawthorne Dr. - stated that he was running for Commission Seat A in the Town runoff election on March 24, 2009 and wanted to recognize Mr. John Lineweaver as the third place finisher in the Town's recent campaign. He thanked Mr. Lineweaver for his contribution and getting involved in the Town and wished him support as he moved forward.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey stated that he enjoyed attending the Palm Beach County Days Event in Tallahassee. He learned how the state process worked as opposed to the local or county process. He sat through a committee meeting in which representatives from the education department, transportation department, financial services, low income housing, and the housing authority

were in attendance. Governor Charlie Crist spoke and he was able to meet him through the Town's Lobbyist Fausto Gomez who was also in attendance.

Commissioner Carey also thanked the residents who voted for the Ad Valorem Tax Break referendum.

Commissioner Balius also thanked the residents who voted for the Ad Valorem Tax Break referendum. He stated that the Commission did not have any plans to provide additional information regarding the Lake Shore Drive Improvements other than the workshop that took place on February 25, 2009. The Commission was not planning to close the Kelsey or Lake Shore Park as has been rumored.

He stated that he was shocked to hear about the "No Fishing" sign on the fishing pier.

Town Manager Maria Davis stated that the "No Fishing" sign was not on the fishing pier but along the seawall.

Commissioner Balius stated that he was also running for re-election in the Town's runoff election on March 24, 2009.

Vice-Mayor Daly asked what the Town's reasons were for no longer allowing fishing along the seawall at the Marina.

Marina Director Mike Pisano stated that the sprinkler system was getting damaged repeatedly along the seawall due to people putting pole holders down into the grass. The fishing pier closes at 11 p.m. and people would leave the pier and set up fishing along the wall. He stated that fishing was allowed at the Marina from 6 a.m. to 11 p.m.

Mayor DuBois stated that she also appreciated those residents that voted for the Ad Valorem Tax Break referendum.

Commissioner Balius stated that he had an opportunity to meet the newly elected Supervisor of Elections Susan Bucher at last year's meeting in Tallahassee. She remembered the Town from the last time the Commission was in Tallahassee. She told him that as soon as she had gotten home from last year's meeting, the first place she went to visit was Park Avenue.

Town Attorney Thomas Baird stated that he planned to engage special counsel to assist him in his continuing dialogue with the Justice Department and that the required funds could be accommodated within his budget. He stated that his litigation status report reflected one slip and fall case pending against the Town and the other fifteen cases on the report regarded foreclosed properties in which the Town has a lien against.

Town Manager Maria Davis announced that the Town was offering free tennis lessons Wednesday nights from 5:30 p.m. to 6:30 p.m. for Lake Park children ages 6 to 12 at the Lake Park Tennis Center. Each child receives a free tennis racket and lessons continue throughout the school year. For more information, call the Town's Recreation Department at 881-3338.

She congratulated both of the Town's women's tennis teams who placed 2nd in the county in their respective divisions. Over the last three years the women's teams have finished first, twice and second, once.

Town Manager Davis announced the Town's Easter Egg Hunt at Kelsey Park on Saturday, April 4, 2009 and she stated that the Easter Bunny would arrive at 9:15 a.m. She showed the Commission and audience an example of the 300 Easter Baskets that Mos' Art had donated for the event. She thanked Mos' Art for their donation.

Town Manager Davis stated that last month the Town represented its Park Avenue Project to the Metropolitan Planning Organization and it was approved to receive stimulus funds. There was an article in the paper that mentioned the project and also mentioned that there were three cities that did not receive funds for their projects because they did not get their projects in on time. The Town's project was shovel ready and all project information was turned in on time and the Town was placed on the priority list for funding the 3.4 million dollar project. The Town had received the agenda for tomorrow's meeting at the Metropolitan Planning Organization and saw that the three cities that failed to submit their paperwork timely have all been included in the priority list and funded. The Town's project was taken off of the list. She was going to the Metropolitan Planning Organization with John Downs of Calvin, Giordano, & Associates and Grants Writer Virginia Martin tomorrow to voice their concerns and appeal the decision.

Commissioner Osterman asked if the meeting was open to the public in case there were residents who wanted to speak.

Town Manager Davis stated that the public could attend since it was a public hearing that was taking place at City Hall in West Palm Beach at 9 a.m.

Grants Writer Virginia Martin stated that the address of the public hearing was 301 North Olive Ave. 12th floor Mekidee Conference Room and was taking place on March 19, 2009 at 9 a.m.

Commissioner Carey asked if any other projects were taken off of the list.

Town Manager Maria Davis stated that she would have to review and research the list further. She received a return phone call from Palm Beach County Commissioner Karen Marcus who was equally upset and intended to support the Town in getting back on the list as a priority for funding.

Commissioner Osterman asked if residents were not able to attend the meeting, if they could instead call Palm Beach County Commissioners Karen Marcus and Addie Green.

Town Manager Davis stated that the public could make phone calls to their County Commissioner to voice their concerns.

She stated that at the last Commission meeting there were some statements made from the dais regarding her management practices that were both inaccurate and misleading and wanted to set

the record straight. It was mentioned that she fired a local attorney and was giving the work to a Miami attorney. She stated that since she was from Miami the inference was that she gave the work to a friend from Miami. The work was regarding the Marina construction litigation. When she arrived at the Town as manager she was faced with serious construction issues. She initially went to the Town's attorney and asked him to refer her to a construction litigation attorney. He recommended an attorney with an excellent reputation who was actually from southern Broward County; not locally as implied. The attorney did not work out on the project. She researched construction attorneys in Palm Beach County and found that the ones that were worth hiring were retained by the very firms that the Town was suing. She discussed it with John Downs of Calvin, Giordano, and Associates and asked him if he could recommend an attorney. He recommended an attorney whom Calvin, Giordano, and Associates used and was from Miami. She did not know this attorney or ever met him before. There have been many issues at the Marina and she wanted to get the best representation possible. She was glad that the attorney was hired and was on the team because he was excellent.

Town Manager Davis stated that there was also a reference made that not one Lake Park resident has a higher paid position within Town Hall. The Town hired an accountant last year who resides in Lake Park. The Town's Human Resources Director had lived in the Town since 1997 and had recently moved out of Lake Park. The Recreation Department Director was born and raised in Lake Park but does not currently reside in the Town. The Town advertised for seven department head positions. There were some resumes that came in from Lake Park residents but none of them with the exception of one was qualified for an interview. She stated that the inference that she was not hiring Lake Park people into the higher level jobs was simply not true. She stated that there was one Lake Park resident who was qualified for the Marina Director position. He was interviewed, but she felt that Michael Pisano was a better fit for the Town and she did not believe that she made a mistake in doing so. Lastly it was mentioned that she hired the CRA Executive Director without advertising the position. She stated that as the Town Manager it was within her discretion to directly appoint administration. She did not do it often but if she felt that it was in the best interest of the Town it was truly within her discretion. She stated that she felt compelled to speak about it because she felt that the inference that came from the dais needed to be addressed for the record.

Vice-Mayor Daly stated that the fact remained that there were not any Lake Park residents in the higher paid positions. Recreation Department Director Greg Dowling had been with the Town for a long time and moved up in his position. He stated that the Human Resources Director was not qualified at the time of hire but she was given a break due to her residency and time at the Town as an employee. Her promotion was successful. He stated that someone who was already working for the Town may be overlooked for someone with a better resume. He stated that he would like to see promotion for employees already working for the Town rather than recruiting from outside.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of February 18, 2009
2. Memorandum of Understanding Between the Town and the Federation of Public Employees

3. Resolution No. 08-03-09 Award of Fireworks Festival Bid to Creative Fireworks Company
4. Resolution No. 09-03-09 Marina Breakwater Project FIND Grant
5. Resolution No. 10-03-09 Boating Improvement Program Grant from the Florida Fish & Wildlife Conservation Commission
6. Notification of Great American Cleanup on April 18, 2009
7. Inventory Revision to FPL Street Lighting Agreement

Commissioner Balius asked if there was a lighting upgrade program.

Town Manager Davis stated that the lighting upgrade program was complete.

Motion: A motion was made by Commissioner Balius to approve the Consent Agenda; Vice-Mayor Daly 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.

PUBLIC HEARINGS

ORDINANCES ON 2nd READING

ORDINANCE NO. 18-2008 – 20 Year Water Plan

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE ADOPTION OF A 20-YEAR WATER SUPPLY WORK PLAN PURSUANT TO SUB-SECTION 163.3177(6)(c), FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN TO IMPLEMENT THE WATER SUPPLY PLAN; PROVIDING FOR ADOPTION OF POLICIES WITHIN THE COMPREHENSIVE PLAN CONCERNING INTERGOVERNMENTAL COORDINATION OF THE WATER SUPPLY PLAN WITH ADJACENT LOCAL GOVERNMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY;

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

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 18-2008 by caption-only.

ORDINANCE ON 1ST READING

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.

Public Comment Open.

PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balias to approve Ordinance No. 18-2008 upon 2nd reading; Commissioner Carey made the second.

Vote on Motion:

John Lineweaver 836 Evergreen Dr. – stated that he was concerned about how the Town would measure the current state of sidewalks and how they would determine whether or not a resident had damaged a sidewalk. He described a sidewalk outside of his house that was lifted up approximately one inch and a half by the root of an Oak or Mahogany tree. The sidewalk was pitted and in disrepair and unable to be seen at night. He asked how his rights would be preserved as a property owner in paying for the repairs to the sidewalk.

Community Development Director Patrick Sullivan explained that the Ordinance only takes effect for sidewalks that are severely damaged and would be a severe safety hazard. It does not refer to pitted or deteriorated sidewalks. Those sidewalks would be refurbished by the Town at the Town's expense.

Michelle McKenzie-Suiter 931 W. Ilex Dr. – stated that she thought that the Ordinance was in everybody's best interest, but that it did not give the property owner a course of action should they find something that was dangerous. There was 47 feet of sidewalk missing in front of her home and that the end of the sidewalk was sand. She stated that someone riding their bike on the sidewalk could have an accident.

Discussion ensued between the Commissioners and Ms. Suiter regarding the Town's sidewalk issues.

Ms. Suiter suggested that contact information and a course of action for property owners who have sidewalk issues be placed in Subsection C of the sidewalk Ordinance.

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 06-2009 upon 1st reading with additional language that states contact information and course of action for property owners with damaged sidewalks; Vice-Mayor Daly 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.

Attorney Thomas Baird read Ordinance No. 06-2009 by caption-only.

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.

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 05-2009.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance No. 05-2009 upon 1st reading; 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.

Attorney Thomas Baird read Ordinance No. 05-2009 by caption-only.

Discussion and Possible Action

Award Marina Security Services Contract to CSS, USA, Inc.

Public Comment Open.

Jim Lloyd, 220 Lake Shore Dr. – stated that he was the former and last chairman of the now defunct Marina Advisory Board. He asked Mayor DuBois if she was in possession of the letter that he wrote.

Mayor DuBois stated that she was not in possession of the letter.

Mr. Lloyd asked if he could read the letter.

Mayor DuBois gave Mr. Lloyd permission to read his letter.

Mr. Lloyd read his letter (see Exhibit “B”) regarding the Special Call Commission Meeting of February 25, 2009 Meeting. The Marina Security Bid was the only item on that agenda.

Mr. Lloyd stated “God bless her” in reference to the woman who spoke earlier about the Marina and cleaning up after she was done fishing. He had witnessed loud music and people drinking beer all day at the Marina and not having the facilities needed after hours. He stated that it was not a pretty sight.

Charles Kinnersley, 302 Lake Shore Dr. – stated that he was at the last meeting and spoke about how satisfied the neighborhood was with Mr. Wummer’s security service. He spoke about what took place during the bid process for the Marina Security. He stated that Mr. Wummer should have been offered the opportunity to rebid. The neighborhood was very happy with Mr. Wummer’s security service. In the bid packet it was stated that a person had 72 hours after the bid was awarded to contest the bid. Mr. Wummer had the right to contest the bid after it was awarded.

Robert Wummer, 110 Shore Dr. – stated that Mr. Lloyd lives across from the Marina. He referred to the incident that Mr. Lloyd described and stated that there were city employees from West Palm Beach who were fishing and making noise. His guard was at the end of the dock trying to bring all of the people in and that was why he was not there when there was supposedly noise going on. The Sheriff’s department was called. He told Mr. Lloyd to call him not the Sheriff’s Department because he would have handled the situation. He thanked the Town for allowing him to serve the Town and previously extending his contract for three years. He stated that his contract would expire tomorrow and he hoped that the Town received the same level of security service from the new Marina security company. He stated that his security officer found a woman in her car and they turned her over to the police. He stated that there should be more communication between the Sherriff’s Department and the security officer.

Mary Dyer, 126 Lake Shore Dr. – stated that prior to Mr. Wummer’s security service, there were

prostitutes walking through the neighborhood in the evening hours, and frequent break-ins of cars in the parking lot. She did not understand why the bids were thrown out. She stated that there was also loud music coming from the boats at the Marina and it was difficult to distinguish between the music being played by the boats and the people on the seawall. She stated that Mr. Wummer and Robbie had done a great job securing her property.

Bert Bostrum, 1451 Flagler Blvd. – stated that she was at the last Commission Meeting and she was thoroughly disgusted, and that it was the worst meeting she had ever attended. There was no need for the language and sarcasm coming from Vice-Mayor Daly. She stated that Vice-Mayor Daly’s behavior was a disgrace to the Town. She stated that the original Marina Security bid was thrown out and properly rebid.

Vice-Mayor Daly asked if he could respond to Ms. Bostrum’s comments.

Mayor DuBois gave Vice-Mayor Daly permission.

Attorney Thomas Baird stated that the comments made must stay within the subject matter of the discussion item.

Discussion ensued between Vice-Mayor Daly, Mayor DuBois and Attorney Thomas Baird regarding Ms. Bostrom’s comments and whether or not Vice-Mayor Daly could respond to those comments.

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to re-bid the Marina Security Contract; 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 failed 3-2.

Motion: A motion was made by Commissioner Osterman to award the Marina Security

Contract to CSS, USA, Inc.; 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 3-2.

Yearly Marina Ramp Passes

Town Manager Maria Davis explained that at the request of Commissioner Carey, she explored the possibility of an annual ramp pass for boaters. Various options were discussed and she recommended that the Marina sell a punch card for \$100 per year which would entitle the customer to launch their boat 12 times per year which would give two free launches with the purchase of 10.

Commissioner Carey asked if more than one card could be sold per year.

Town Manager Maria Davis said yes, more than one card could be purchased per year.

Commissioner Balius recommended a \$50 card in addition to a \$100 card.

Marina Director Mike Pisano stated that it was at the Commission's discretion to have an additional \$50 card.

Discussion ensued between the Commissioners regarding the yearly Marina Boat ramp passes.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to have a \$50 buy five launches get one free launch Marina ramp pass; Vice-Mayor Daly made the second.

Vote on Motion:

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

Motion passed 5-0.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Osterman, and by unanimous vote, the meeting adjourned at 9:50 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 2

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

Meeting Date: May 6, 2009

Agenda Item No. 2

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

SUBJECT: Regular Commission Meeting Minutes of April 1, 2009.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of April 1, 2009.

Approved by Town Manager *Al Davis* Date: 4/22/09

Jeanne Shyke Deputy Clerk Date of Actual Submittal 4/15/09

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

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
April 1, 2009 7:40 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 1, 2009 at 7:40 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Clerk Vivian Lemley, and Town Manager Maria Davis.

Mayor DuBois led the Invocation.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Commissioner Comments was moved to the end of the meeting.

Motion: A motion was made by Commissioner Carey to approve the Agenda as modified; Vice-Mayor Daly 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.

PUBLIC HEARINGS

**RESOLUTION NO. 11-04-09 – Accepting the Certified Results of the Election
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.**

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Resolution No. 11-04-09; 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.

PRESENTATION

Swearing In Ceremony for Commission Seat A and C

Kendall Rumsey was sworn in to Commission Seat A.

Patricia Osterman was sworn in to Commission Seat C.

PROCLAMATIONS:

G. Chuck Balius

Mayor DuBois read the Proclamation to G. Chuck Balius.

Mr. Balius accepted the Proclamation and stated that it was an honor and a privilege to have served the Town of Lake Park. He thanked the Commission and residents of Lake Park.

Appoint a Vice-Mayor

A motion was made by Vice-Mayor Daly to appoint Commissioner Carey as the new Vice-Mayor of the Commission.

Mayor DuBois asked for a consensus.

The Commission came to consensus to appoint Commissioner Carey as the new Vice-Mayor of the Commission.

PUBLIC and OTHER COMMENT

None

CONSENT AGENDA:

5. Special Call Commission Meeting Minutes of February 25, 2009
Lake Shore Drive Public Workshop Meeting Minutes of February 25, 2009
6. Award of Concrete Sidewalk Replacements in Various Locations Throughout the Town
7. Award S&F Construction to Replace Doors and Panels on Rear of Commission Chamber etc.
8. 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)
9. Resolution No. 12-04-09 Adoption of Employee Handbook
10. Proclamation For Water Conservation Month
11. Resolution No. 14-04-09 Authorized Signatories on the Town's Specified Bank Accounts to Conduct Town Business
12. Resolution No. 15-04-09 Requesting the State to Provide a Dedicated Funding Source for Commuter Rail
13. Resolution No. 16-04-09 Reimbursement for Loan

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve the Consent Agenda; Vice-Mayor Carey made the second.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS

ORDINANCES ON 2nd READING

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.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve Ordinance No. 06-2009 upon 2nd reading; Vice-Mayor Carey made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 06-2009 by caption-only.

**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.**

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve Ordinance No. 05-2009 upon 2nd reading; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 05-2009 by caption-only.

ORDINANCE ON 1ST READING

ORDINANCE NO. 07-2009- 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.

Town Manager Maria Davis explained the reason for Ordinance No. 07-2009.

Commissioner Rumsey asked why court reporters, auditing services, insurance and travel do not have to be bid upon.

Town Attorney Thomas Baird explained the various reasons that certain services to the Town do not have to be bid upon.

Commissioner Rumsey asked if a contract had to be a certain dollar amount in order to be approved by the Commission.

Town Manager Maria Davis explained that she brings all change orders to the Commission for approval regardless of the amount.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve Ordinance No. 07-2009 upon 1st reading; Vice-Mayor Carey made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 07-2009 by caption-only.

Discussion and Possible Action

Volunteer Dinner

Town Manager Maria Davis requested direction from the Commission on selecting a date and choosing a location for the Volunteer Dinner.

Commissioner Osterman recommended giving the volunteers VIP status at the Town's Fourth of July Celebration instead of having a dinner in the mirror ballroom.

Commissioner Daly asked Recreation Director Greg Dowling what his preference was for the Volunteer Dinner.

Recreation Director Greg Dowling stated that it would be overwhelming to host a Volunteer Dinner at the Fourth of July Celebration.

Discussion ensued between the Commissioners regarding when and how to hold the Volunteer Dinner.

Vice-Mayor Carey recommended using a restaurant within the Town to cater the food for the Volunteer Dinner.

Mayor DuBois asked what the recommended dates were for the Volunteer Dinner.

Town Manager Maria Davis stated that the recommended dates were May 1st, May 8th or May 15th.

Commissioner Rumsey recommended leaving May 8th out of the choices of dates for the Volunteer Dinner since it was Mother's Day weekend.

Mayor DuBois recommended May 1st for the Volunteer Dinner. She asked Recreation Director Greg Dowling if it would be enough time for him to gather pricing and bring it back to the Commission for approval.

The Commission came to consensus to have the Volunteer Dinner on May 15, 2009.

Voting Delegate Palm Beach County League of Cities

Motion: A motion was made by Commissioner Osterman to appoint Mayor DuBois as voting delegate and Vice-Mayor Carey as alternate delegate for the Palm Beach County League of Cities; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0.

Public Comment Open.

None

Public Comment Closed.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Vice-Mayor Carey thanked former Commissioner Chuck Balius for the time he served on the Commission. He welcomed new Commissioner Kendall Rumsey.

Commissioner Rumsey read a letter that he wrote to the residents of the Town thanking them for electing him as Commissioner. In the letter he stated that he pledged to work hard to represent the Town's residents fairly and keep their best interests in mind. He thanked Chuck Balius for his time served on the Commission. He thanked his friends and family and stated that it was an honor to serve on the Commission and that his greatest honor in life was being the son of his parents Lee and Martha Rumsey who were present at the meeting.

Commissioner Rumsey stated that there was not enough street lighting in the Town. He stated that a resident asked him if there would be a way to allow residents to install a street lamp on their property and if the Town could provide incentives toward doing so.

Town Manager Maria Davis stated that she would research the possibility of providing incentives to property owners for installing street lamps.

Commissioner Rumsey asked what the Town code specified regarding sober houses.

Town Attorney Thomas Baird explained that there was a Constitutional challenge filed against the Town regarding the desire of individuals who are recovering alcoholics to live together. He stated that those individuals meet the definition, and preventing them from living together would constitute a violation of the Americans for Disability Act. He stated that it was based on recent case law that was decided in Boca Raton the year before the Town was sued. The Town adopted an ordinance that had been modeled after the Boca Raton ordinance which the United States District Court had found to be a constitutional regulation of sober houses. There were some building code regulations regarding the size of a structure and the number of bathrooms for a structure that came into play. The reasoning for the legislation was to ensure that there safe and healthy living conditions for any family living in Lake Park and the best way to regulate that was from a model code that was adopted from other jurisdictions that regulate the number of individuals that can live in a dwelling unit based on the number of bedrooms, bathrooms and the size of those bedrooms.

Commissioner Rumsey asked if there was a limit or number of people specified in the code.

Town Attorney Baird stated that there was a limit because of the size of dwelling units. In terms of the definition of family, there was not a number as recognized by the courts and that was why the Town used the regulation based on the size of the dwelling unit.

Commissioner Rumsey asked how many sober houses have been allowed in the Town.

Town Attorney Baird stated that there was currently one sober house in the Town.

Commissioner Rumsey asked if the residents of the sober house were allowed to have another rental property on the same street where they attend meetings.

Town Attorney Baird stated that individuals can attend meetings in other homes as long as the residence was not operating as a business. If it were operating as a business, it would not be considered meetings but a group of people congregating at a counselor's office. He explained that individuals were not restricted from hosting meetings in their homes by Town ordinances.

Commissioner Daly welcomed new Commissioner Kendall Rumsey.

Commissioner Osterman thanked former Commissioner Chuck Balias for his service to the Town. She welcomed new Commissioner Kendall Rumsey. She explained a significant incident that happened over the past weekend. She encouraged residents to observe what was happening around them and to pick up the phone and call the Sheriff's office.

Mayor DuBois thanked former Commissioner Chuck Balias for his service to the Town. She thanked and complemented the Public Works Department and Town Manager Davis for their quick response to cleaning up after a bad storm that took place recently.

Town Attorney Thomas Baird referred to an article in the paper regarding a lawsuit filed against the Town by the Justice Department. He stated that the lawsuit was challenging the at large method of electing Commissioners but not the method of at large election with respect to the Mayor. He stated that the allegations needed to be taken seriously. He recommended that the Town work with the Justice Department to create a system that would meet the goals that they are pursuing on behalf of the United States of America and also pursue the Town's goal of continuing to provide an election system that is fair and gives everyone in the Town an opportunity to participate if they choose to as an elected official. The next step in the process would be to answer the Complaint. He stated that the Justice Department in Washington was arranging for the United States Attorney in Miami to provide services in the lawsuit. He stated that he has retained special counsel who has been through the process before and he was anxious to meet with the Commission but before doing so, there would need to be an Attorney Client Session with the special attorney in attendance. He requested that the Commission give consensus to have an Attorney Client Session to discuss the Justice Department lawsuit.

The Commission came to consensus to have an Attorney Client Session with special counsel to discuss the Justice Department lawsuit against the Town.

Town Attorney Baird thanked former Commissioner Chuck Balias for his support over the years. He stated that Mr. Balias was one of the Commissioners who voted to hire him and he was thankful for that. He welcomed Kendall Rumsey as a new Commissioner to the Town.

Town Manager Maria Davis wished former Commissioner Chuck Balias farewell. She stated that she appreciated his institutional memory. He was able to provide her a tremendous history when she started her tenure with the Town. She stated that he has been a tremendous asset to the Town. She welcomed new Commissioner Kendall Rumsey. She stated that the new recreation trailer was on site and would be up and running within a week. She announced that the Town's Easter Egg Hunt would take place at Kelsey Park on Saturday, April 4, 2009 at 9:15 a.m.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 8:35 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 3

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

Meeting Date: May 6, 2009

Agenda Item No. 3

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

SUBJECT: Attorney-Client Session Minutes of April 15, 2009.

RECOMMENDED MOTION/ACTION: Approve the Attorney-Client Session Minutes of April 15, 2009.

Approved by Town Manager *W. Davis*

Date: 4/22/09

Jessie Spivey
Deputy Clerk

4/17/09
Date of Actual Submittal

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Attorney-Client Session
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, April 15, 2009 7:30 p.m.

The Town Commission met for the purpose of an Attorney-Client Session on Wednesday, April 15, 2009 at 7:30 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Rumsey and Osterman, Attorney Thomas Baird, Town Manager Maria Davis, Town Clerk Vivian Lemley. Commissioner Daly was absent.

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

Mayor DuBois stated that:

THE TOWN COMMISSION WILL GO INTO AN ATTORNEY-CLIENT SESSION; FOR THE PURPOSE OF DISCUSSING A LAWSUIT INVOLVING THE JUSTICE DEPARTMENT AND THE TOWN OF LAKE PARK. THIS MEETING WILL TAKE PLACE IN THE TOWN HALL CONFERENCE ROOM WITH THE FOLLOWING PERSONS IN ATTENDANCE: ATTORNEY THOMAS BAIRD, SPECIAL COUNSEL MICHAEL GROGAN, MAYOR DUBOIS, VICE-MAYOR CAREY, COMMISSIONERS RUMSEY AND OSTERMAN, TOWN MANAGER MARIA DAVIS AND A COURT REPORTER.

AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE REGULAR COMMISSION MEETING

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 8:25 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

(Town Seal)

Approved on this _____ day of _____, 2009

TAB 4

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

Meeting Date: May 6, 2009

Agenda Item No. **4**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Regular Commission Meeting Minutes of April 15, 2009.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of April 15, 2009.

Approved by Town Manager *H. Davis* Date: *4/29/09*
 Deputy Clerk *Jessica [Signature]* *4/21/09*
 Date of Actual Submittal

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
April 15, 2009 8:27 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 15, 2009 at 8:27 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Rumsey, and Osterman, Attorney Thomas Baird, Town Clerk Vivian Lemley, and Town Manager Maria Davis. Commissioner Daly was absent.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Item #2 Award of Ball Field Security Fence Bid was pulled from the Agenda.

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

Vote on Motion:

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

Motion passed 4-0.

PUBLIC and OTHER COMMENT

None

BOARD MEMBER APPLICATIONS

The following Board Members were reappointed to the Planning & Zoning Board as follows:

Public Comment Open.

Todd Dry, 340 10th St. – stated that he was currently Vice-Chair of the Planning & Zoning Board. He expressed that he would like to be re-elected to the board. He was a business owner in the Town and had lived in the Town since 1993. He would like to continue working with the Planning & Zoning Board and the Commission to make the Town better.

Public Comment Closed.

Jeff Blakely – Regular Member
Todd Dry – Regular Member
Tim Stevens - Regular Member
Mason Brown – 2nd Alternate
Robin Maibach – 1st Alternate

CONSENT AGENDA:

1. 2010 Census Complete Count Committee Proclamation
2. Award of Ball Field Security Fence Bid
3. Resolution No. 14-04-09 Signatures for Bank Accounts
4. Marina South Breakwater Increase in Contract for Rock Punching
5. Resolution No. 17-04-09 2009 DOJ Edward Byrne Memorial JAG Grant

Motion: A motion was made by Vice-Mayor Carey to approve items 1, 3, 4, and 5 of the Consent Agenda; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARINGS:
ORDINANCES ON 2ND READING:

ORDINANCE NO. 07-2009- 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.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve Ordinance No. 07-2009 upon 2nd reading; Vice-Mayor Carey made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 07-2009 by caption-only.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Daly

Absent

Commissioner Rumsey stated that “Brown Baggin It” had a celebration for their one year anniversary. He congratulated them for being in business for one year. He congratulated Recreation Director Greg Dowling for a successful Easter Egg Hunt. He stated that he would like to get a Public Safety Rally started and done by May. He asked if the Commission would consider holding the rally on a Thursday night.

Commissioner Osterman stated that she worked on Thursday nights but would be done with her teaching job by the latter part of May.

Commissioner Rumsey suggested May 21st for the date to hold the rally.

Commissioner Osterman stated that a week night would be more difficult to attend.

Recreation Director Greg Dowling stated that he, Commissioner Osterman, and Commissioner Rumsey could meet to discuss a date for the rally.

Commissioner Osterman asked Attorney Baird if there would be a conflict with her and Commissioner Rumsey meeting to discuss the Public Safety Rally.

Town Attorney Baird stated that if Commissioner Osterman and Commissioner Rumsey were to meet to discuss the rally, the meeting would need to be noticed and minutes taken. He stated that it would be best for one of them to take the lead and coordinate the rally.

Commissioner Rumsey stated that he would have more time during the day to meet with Recreation Director Greg Dowling.

Commissioner Osterman stated that she had ideas that she could discuss with Recreation Director Greg Dowling.

Commissioner Rumsey stated that he and Commissioner Osterman could both meet with Recreation Director Greg Dowling separately.

Commissioner Rumsey stated that the Town could improve on communicating with its residents. He stated that there were over 400 names on the E-Blast system that the Town was currently using. He recommended a weekly E-Blast to the Town which would give information on upcoming meetings and events. He stated that it would allow more residents to be involved with what the Town was doing.

Town Manager Maria Davis stated that in her opinion a weekly E-Blast would be a little aggressive and she was not sure if there would be staff available to send it out on a weekly basis. She stated that she would be happy to step it up but it would not be realistic for current staff to send it out weekly.

Commissioner Rumsey recommended the E-Blast be sent out twice a month.

Town Manager Maria Davis stated that she would try to get the E-Blast out twice a month.

Commissioner Osterman recommended collecting e-mail information and addresses of attendees of Town festivals and events.

Commissioner Rumsey recommended having a sign-up sheet at the Sunset Party and the Fourth of July Festival.

Vice-Mayor Carey stated that the Easter Egg Hunt was one of the best that the Town had. He asked Recreation Director Greg Dowling what was being done to thank the businesses that provided prizes for the Easter Egg Hunt.

Recreation Director Greg Dowling stated that he would send out Thank You cards to the businesses that made donations to the Easter Egg Hunt.

Commissioner Osterman stated that the Easter Egg Hunt was a lot of fun and she thanked Recreation Director Greg Dowling. She stated that she contacted Code Compliance and made them aware of the issues at the vacant property at 9th St. and Park Avenue. She stated that she had recommended that the property owner install sprinklers and to mow the lot. She stated that the lot has not been kept up and she disliked having an unkempt empty lot in the Town.

Town Manager Maria Davis stated that she would follow up on the situation.

Commissioner Rumsey stated that the new banners for the CRA District were installed and they looked phenomenal. He congratulated staff and stated that they did a good job.

Mayor DuBois thanked the Commission for coming to consensus on what colors to use for the CRA District banners.

Town Attorney Thomas Baird
None

Town Manager Maria Davis
None

ADJOURNMENT

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

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 5

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

Meeting Date: May 6, 2009

Agenda Item No. **5**

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

SUBJECT: Notification of Change Order to Bellingham Marine for the South Breakwater Project

RECOMMENDED MOTION/ACTION: None Required

Approved by Town Manager *[Signature]* Date: 4/22/09

Name/Title _____ Date of Actual Submittal _____

Originating Department: Town Manager	Costs: \$3,360 Funding Source: Marina S. Breakwater Construction Debt Service Acct. #	Attachments: Change Order Request, Letter from Attorney
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Part of the scope of work for the S. Breakwater Construction project was to relocate the existing floating attenuator 7' west in order to allow for the fixed breakwater to be constructed.

The construction also included the repair of the floating attenuator. Bellingham Marine is the company which originally fabricated and installed the floating attenuator. To ensure that the attenuator was properly repaired, the engineer recommended that the Town contract directly with Bellingham marine to analyze the attenuator and develop a listing of repair parts to sell to the town in order for the contractor to relocate and repair the attenuator.

The Town purchased all of the parts recommended by Bellingham Marine to provide to the on-site contractor to repair the attenuator. During the course of the repair, the contractor found that Bellingham Marine failed to identify several parts required to complete the repair of the attenuator. Bellingham Marine disclaims any responsibility for this omission. The omitted parts are long lead items, approximately four weeks. Rather than delay the project any further to argue the point, it is staff's recommendation upon advise of counsel and the engineer to approve the change order request and deal with who should be responsible for the delay and the extra costs at a later date.

Attached please find a letter from Attorney Joe Downs and a copy of the change order request from Bellingham Marine, Inc.

Although the cost of this change order is well within the Manager's authority to approve without commission approval, it is being provided to the Commission for transparency and informational purposes accordingly.



DANIELS
KASHTAN
DOWNS
ROBERTSON
+
MCGIRNEY

ATTORNEYS AT LAW

April 8, 2009

MIAMI OFFICE:

RICHARD G. DANIELS
MICHAEL F. KASHTAN
JOSEPH W. DOWNS III
NEIL P. ROBERTSON
PATRICK J. TOOMEY, JR.
ALBERT E. BLAIR
JOSEPH G. WEISS, JR.
MADELYN SIMON LOZANO
LARRY L. COOK
LORNE E. BERKELEY
WILLIAM P. CONVEY
JEREMY C. DANIELS
DEBORAH S. VERLEY
JORGE L. CRUZ, P.E.
DANIEL A. PELI
JESSE M. GUERRA
ARI A. SWEETBAUM
JORDAN C. KAY

FT. LAUDERDALE OFFICE:

JOSE B. RODRIGUEZ, AIA
TRACEY A. DECARLO
STEPHEN W. STUKEY
STEPHEN R. GROBB
HEATHER A. BURNS
ANGELA L. WILT
NANDY STONER

TAMPA OFFICE:

MICHAEL J. MCGIRNEY
LOURDES BERNAL-DIXON
CLINTON A. WRIGHT III
DENNIS FRANTZMAN
JEFF A. ALBINSON

CHERI R. LAZAR
OF COUNSEL

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

Facsimile

Re: **Town of Lake Park / Bellingham Marine Change Order
Request for Walers
Case No.: 50 2008 CA 010498 XXXX MB
Matter No.: 5752**

Dear Maria:

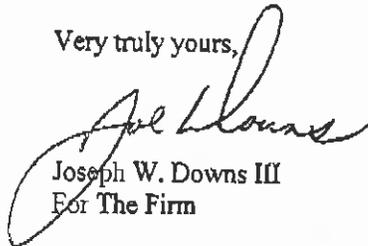
This will follow up the telephone conference among you, Robert Cutcher and me about Bellingham Marine's change order request concerning additional walers. In order to avoid further delay, our recommendation is that the change order request be accepted.

Our recommendation is based upon the following understanding. Because of damage to the floating dock system originally supplied by Bellingham Marine and because of the need to reconfigure the floating docks to accommodate the newly installed breakwater, Bellingham Marine was requested to inspect the floating dock system and to provide a manifest of required parts. Relying upon the recommendations of Bellingham Marine, the Town of Lake Park ordered the parts directly from Bellingham Marine. Bellingham Marine's involvement was such that it even provided shop drawings.

For reasons which are unclear, Bellingham Marine failed to provide certain walers needed for the repairs. It was not discovered that all necessary parts had not been provided until during construction and it is possible that this omission could cause delay (because the walers have some lead time) or additional cost (because the contractor will have to make temporary repairs until the new walers are received).

Bellingham Marine disclaims responsibility for this omission. However, to minimize delay and additional cost, our recommendation is that the change order request be accepted. The issue of who should be responsible if there is delay or additional cost can be sorted out later.

Very truly yours,



Joseph W. Downs III
For The Firm

JWD/mo

cc: Robert J. Cutcher, P.E. (via e-mail)
John Downes, P.E. (via e-mail)

P:\EDSISS\DOCS\1093\5752\CI8218.DOC



*Innovative harbor
and waterfront solutions*

CHANGE ORDER REQUEST

BELLINGHAM MARINE

Project:	Town of Lake Park 535 Park Avenue Lake Park, Florida 33403	Project No.:	4729
		Change Order Request No.:	02
Contractor:	Bellingham-Marine 1813 Dennis Street Jacksonville, Florida 32204	Date:	8-Apr-09

This Change Order modifies the Contract as follows:

Additional walers for Lake Park

- | | |
|------------------------------|--------------------|
| 1. 2 each 5 1/8" x 18" x 20' | \$ 1,872.00 |
| 2. 1 each 5 1/8" x 18" x 8' | \$ 188.00 |
| 3. 1 each 4" x 12" x 21' | \$ 110.00 |
| 4. Stainless steel frame- T1 | \$ 1,190.00 |
| | \$ 3,360.00 |

The Original Contract Sum was:	\$ <u>28,230.00</u>
Net Change by previously authorized Change Orders:	\$ <u>13,830.00</u>
The Contract Sum prior to this Change Order was:	\$ <u>42,060.00</u>
The Contract Sum will be <u>INCREASED</u> by this Change Order in the amount of:	\$ <u>3,360.00</u>
The New Contract Sum including this Change Order:	\$ <u>45,420.00</u>

The Contract Time will be INCREASED 30 working days.

BELLINGHAM MARINE, INC.

TOWN OF LAKE PARK

Signature
Anthony Conner, Vice President, GM

Print Name & Title

8-Apr-09

Date

Signature

Print Name & Title

Date



TAB 6

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

Meeting Date: May 6, 2009

Agenda Item No. 6

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

SUBJECT: Authorize Transfer of Matching Town Funds from Community Improvement Beautification Fund to the Special Projects (Grants) Fund.

Award of Contract to A GREAT FENCE, LLC, for Bid No. 02-2009, Ball Fields Security Fencing, in the amount of \$67,264.00.

RECOMMENDED MOTION/ACTION: Approve Transfer of Funds and Award of Contract

Approved by Town Manager *R. Pittman* Date: 4/29/09
 Richard Pittman/CRA Project Manager April 27, 2009
 Name/Title Date of Actual Submittal

Originating Department: Community Redevelopment/ Public Works	Costs: \$ 67,264.00 Funding Source: Special Projects (Grants) Fund Acct. # 301-57-572-301-63804	Attachments: Bid Tabulation Palm Beach County Approval Letter
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>March 1, 2009</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>RPP</i></u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: There is a need to eliminate unauthorized use of the fields and provide more security for the youth groups that use the ball fields at the park located between 6th and 7th Streets north of Bayberry Drive. The existing fencing at the perimeters of the fields varies in height from 4' to 6'. An 8' high fence is desired to provide the needed security.

Bid number 02-2009, Ball Fields Security Fencing, was advertised for bid on March 1, 2009. Bids were opened March 31, 2009 with six bids having been received. A Great Fence, LLC submitted the low base bid plus Alternates I, II, & III in the amount of \$67,264.00 (see attached bid tabulation).

The project involves replacing the fencing on three perimeters of the play fields with 8' high green vinyl coated chain link fence. The fourth side (north side) abuts residential properties where the existing 6' residential fences will provide the needed security. The little league field backstop will be refurbished and two dugouts will be refitted with new fence fabric. The batting cage and two dugouts will be completely removed.

New 4' high green vinyl chain link fencing will be installed at the basketball court and at the children's playground.

The project was bid with three Alternates allowing the Town to select additional fencing work. Alternate I is to refurbish two fenced enclosures of the electric service panels. This alternate is \$1,400.00.

Alternate II is to remove the existing 4' fence at the little league outfield and replace with 4' green vinyl coated chain link fence. Alternate II is \$5,680.00.

Alternate III is to construct a bottom rail on all 8' fencing in place of tension wire. This alternate is \$5,244.00.

By selecting all three alternates, all existing galvanized fencing will be replaced with green vinyl chain link fabric.

The recommendation is to award a contract to A Great Fence, LLC in the amount of \$67,264.00 for their low base bid and all three alternates. The project is funded in part by Federal funds. The Town has received a HUD grant in the amount of \$ 60,151.00. The remaining amount (\$7,113.00) will be funded by the Community Improvement Beautification Fund. The grant requires that the Town initially fund the entire project and request reimbursement as the construction progresses. An account will be established within the Special Projects (Grants) Fund and the Town match will be funded with the transfer from the Community Improvement Beautification Fund.

The contract allows ninety days to complete the project from the Notice to Proceed date.

On April 21, 2009 the Palm Beach County Department of Housing & Community Development issued a letter to the Town approving the contract award to A Great Fence, LLC.

A Great Fence, LLC is based in Port St. Lucie, Florida. They have been in business for three years. They have accomplished fencing for the City of Palm Beach Gardens, City of Fort Pierce and recently completed the fencing at the Town owned apartment property on Foresteria Drive.

Approval of Award of Contract to A Great Fence, LLC is recommended.

**BALL FIELDS SECURITY FENCING
TOWN OF LAKE PARK BID NO. 02-2009
SCHEDULE OF BID ITEMS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	**A GREAT FENCE, LLC		MARTIN FENCE COMPANY		FENCE CRAFTERS, INC.		TROPIC FENCE INC.		LAWRENCE FENCE CORP.		U.S. FENCE & GATE, INC.	
				Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$	Bid Amount \$		
1	Indemnification	Job	1	100.00		100.00		100.00		100.00		100.00		100.00	
2	Mobilization, Registration with Town & Permits	L.S.	1	INCLUDED		1,520.00		1,563.00		3,624.00		1,000.00		4,000.00	
3	Underground Locales incl. Easements, Field Lighting, Power & Services to Buildings, Irrigation Pump and Irrigation System.	L.S.	1	INCLUDED		1,250.00		1,238.00		2,040.00		2,000.00		4,500.00	
4	Remove and Dispose of Existing Fencing, Two Dugouts, Baiting Cage and Materials from Backstop	L.S.	1	3,680.00		4,180.00		6,500.00		13,734.00		7,697.23		9,995.00	
5	Provide Labor, Equipment, and Materials to Install 4 and 8' High Green Vinyl Chain Link Fence and Gates, incl. Refurbish Backstop and Two Dugouts	L.S.	1	49,980.00		58,817.00		66,885.00		56,876.00		68,702.00		71,485.00	
6	Miscellaneous inc. filling holes, sod at holes and where dugouts and baiting cage removed.	L.S.	1	1,180.00		950.00		500.00		2,586.00		2,477.77		4,450.00	
	BASE BID: TOTAL ITEMS 1 THRU 6			54,940.00		66,817.00		76,786.00		78,960.00		81,977.00		94,530.00	
7	ALTERNATE I: Construct or Refurbish Two (2) Electric Service Fenced Enclosures.	L.S.		1,400.00		3,575.00		3,948.00		6,893.00		5,377.00		1,995.00	
8	ALTERNATE II: Remove 4' Outfield Fence. Construct 4' Green Vinyl Chain Link Fence.	L.S.		5,680.00		5,530.00		6,900.00		5,595.00		5,677.00		6,200.00	
9	ALTERNATE III: Construct Green Vinyl Coated Sch. 40 Bottom Rail in place of tension wire.	L.S.		5,244.00		5,470.00		6,072.00		5,368.00		3,177.15		4,650.00	
	\$ _____ /1.1. 8' fence if major changes. \$ _____ /1.1. 4' fence if major changes.			3.80 3.80		27.50 17.50		25.00 19.00		22.65 14.13		24.07 13.67		28.00 20.00	

**** RECOMMENDED AWARD BASE BID + ALTERNATES I,II, & III \$ 67,264.00**
 Bid Opening: March 31, 2009
 Tabulated by: Richard Pitman, CRA Project Manager



Housing and Community
Development

Housing & Capital Improvements

160 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3624

FAX: (561) 233-3661

www.pbcgov.com/pubint/hcd

Palm Beach County
Board of County
Commissioners

John F. Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Steven L. Abrams

Jess F. Santamaria

Addie L. Greene

County Administrator

Robert Weisman, P.E.

*"An Equal Opportunity
Affirmative Action Employer"*

April 21, 2009

Mr. Richard Pittman, P.E.
CRA Project Manager
Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403

Re: 6th Street Ball Fields Fencing Project - Bid No. 02-2009
HCD Contract Award Approval

Dear Mr. Pittman:

Construction contract award to A Great Fence, LLC, for \$67,264, is hereby approved, provided that all applicable procurement requirements established in our agreement for this project have been followed. This approval is also subject to the following:

1. Pre-Construction Conference: Invite HCD to the project pre-construction conference. Please notify HCD, at 561-233-3614, at least five working days before the pre-construction conference date.
2. Contract: Provide HCD with a copy of the executed construction contract and the payment and performance bond, if required. Assure that the executed contract, and all subcontracts, contain the "Requirements for Federally Funded Projects" previously provided to you, as well as the wage decision applicable to this project.

Note 1: Please notify HCD at 233-3614 of the contract award date.

Note 2: The wage decision applicable to this project:
FL080032 Mod -12-

Note 3: The bid opening date for this project was on March 31, 2009. If the contract is awarded after June 29, 2009, which is more than 90 days after the bid opening date, and if at that time the applicable wage decision has been changed or modified, then you will be required to incorporate these changes or modifications into your contract and subcontract documents.



April 21, 2009
Richard Pittman, P.E. - Page 2

3. Funding Level: Based on HCD's current level of funding for this project, the City shall disburse the first \$7,113 towards the \$67,264 contract amount and provide this office with documentation in this regard. HCD will then fund the remaining \$60,151 presently available in this project's budget in the form of reimbursement to the City. Documentation evidencing the City's expenditure shall consist of the contractor's payment request (such as AIA form G702) signed by the contractor and the project engineer, a schedule of values showing the completed work, and a copy of the City's check tendered in payment. The City shall also provide a letter, on the City's letterhead, referencing the name of this project, the date of the project funding Agreement with the County and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request.
4. Change Orders: Request HCD approval prior to awarding any change orders for this project.
5. Construction Retainage and Davis-Bacon Act Compliance: As required by our agreement, you must apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. Also, according to our agreement, please do not release such retainages until you have obtained approval from HCD that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.
6. Monthly Report: Submit the enclosed Monthly Report as required by our agreement.
7. Contract Award Report: Submit the enclosed Contract Award Report with your first request for reimbursement providing information for the prime contractor and all known sub-contractors at that time, then re-submit this report with your final reimbursement request providing updated contract award information for the project including all additional sub-contractors not known at the time of the first report.
8. Section 3: Advise HCD of your efforts to comply with the Section 3 requirements applicable to this project, and submit the enclosed Section 3 Subrecipient Report with your final reimbursement request.

Should you require any further information on the above, please contact Amin Houry, Manager, Housing and Capital Improvements, at 561-233-3625.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward W. Lowery". The signature is stylized and written over a horizontal line.

Edward W. Lowery, Director
Housing & Community Development

TAB 7

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

Meeting Date: May 6, 2009

Agenda Item No. 7

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

SUBJECT: Adoption of Revised Marina Dockage Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *W. Davis* Date: 5/1/09

Name/Title _____

Date of Actual Submittal _____

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

Summary Explanation/Background: Staff updated the existing dockage agreement to reflect the current administration's recommendations. The Town Attorney had reviewed, modified, and approved the revisions accordingly. For the Commission's convenience the document was revised as follows:

- **Line 27 has been revised to allow charter vessels to place signage on vessels and to prohibit all solicitations.**
- **Line 29 was added to address severe weather conditions and emergencies in order to protect the marina.**
- **Format of the document was revised and streamlined to fit on 8 ½ x 11 paper.**
- **Font was increased for easier reading.**
- **Rules and Regulations are now printed in booklet format.**

A copy of the current and revised documents are included.

Current

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT made by and between the Town of Lake Park, Florida, as owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL 33403 , phone (561) 881-3353, (hereinafter collectively referred to as "Marina"), and _____, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant"), hereby agree to the following terms and conditions for the slip leasing and dockage of the Tenant's Vessel. The Owner and Tenant hereby agree to the terms and conditions contained in this Slip Lease Agreement and the Marina's "Dockside Procedures" as amended from time to time, and which are incorporated into this Agreement as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. TENANT: (The Tenant shall be the Vessel owner. Proof of Vessel ownership is required such as a certified copy of title or other evidence of ownership which is satisfactory to the Marina at the time of Application.)

Owner Name(s): _____ Home Phone: _____

Billing Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____ Cell Phone: _____

Emergency (Name): _____ Phone: _____ Email: _____

2. TENANT'S VESSEL:

Vessel Name: _____ Make: _____ Year: _____

Registration/Documentation No. _____ Length: _____ Beam: _____ Draft: _____

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: _____ Policy No: _____ Exp Date: _____

Agent Name: _____ Phone No: _____

4. DOCKAGE TERM:

Monthly Annual Lease Commencement Date: _____ Termination Date: _____

5. MARINA CHARGES:

Dockage charges: \$ _____ Sales tax: \$ _____

Utility fee: \$ _____ Total: \$ _____

Credit Card #: _____ Exp. Date: _____ Visa MC Amex

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH. PAYMENTS NOT RECEIVED BY THE 15TH DAY OF THE MONTH WILL AUTOMATICALLY BE CHARGED TO THE TENANT'S CREDIT CARD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

By Marina Manager: _____ Date: _____

By Tenant: _____ Date: _____

The Vessel's Owner must sign this Agreement as the Tenant, unless a notarized Owner authorization is provided for an agent to sign on behalf of the Vessel Owner. The tenancy shall be in the name of the Vessel Owner notwithstanding the execution of this Agreement by an agent of the Vessel Owner, and the Marina Manager, may require a personal guaranty by the agent.

Current

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THE FOLLOWING MATERIAL TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THE DOCKAGE AGREEMENT.

- 1) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein. Tenant represents to the Marina that he/she is the sole owner of the Vessel, and if contrary to such representation, there is any co-ownership of the vessel, the Marina shall have no liability or obligation to any co-owner of the Vessel. If the co-ownership or partnership is dissolved, the signatory hereto shall nonetheless remain fully obligated and liable hereunder, and all rights and remedies of the Marina shall remain in the full force and effect. If there is more than one signatory hereto, then the obligations and liabilities of said signatories hereunder shall be joint and several.
- 2) The Marina shall have the sole and exclusive right to rent all vacant slips. The subleasing or assignment of slips by Tenant is strictly prohibited. Any assignment or attempted assignment in violation of the requirements of this Agreement shall terminate this Agreement without further notice.
- 3) Utilities shall be charged to the TENANT at rates approved by the Town Commission. The established utility rates may amended from time to time, and are subject to change based upon an annual evaluation by the Town Commission, taking into consideration, among other factors, state-approved rate increases, changes in the Consumer Price Index, and other such factors that the Town Commission, in its sole discretion deems just, fair, and appropriate. The Marina will not be liable for any interruption or stoppage of electrical or water service, or for any damage to persons or property resulting from that interruption or stoppage.
- 4) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels in or approaching the Marina. The Vessel must have current Coast Guard approved heads and they must meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel described in the Dockage Agreement.
- 5) The Tenant shall comply with all applicable statutes, codes, laws, rules and regulations of the Town of Lake Park, the State of Florida, as well as any other state, federal or local governmental body or regulatory authority. Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, a fine and other civil and criminal penalties may be imposed by the Town of Lake Park and any other governmental authorities with jurisdiction. The Tenant and any other person on the Tenant's Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.
- 6) The Marina is authorized to move the Vessel at any time during the making of Marina repairs or when necessary for Marina operations. In such event, the Marina shall not be deemed or construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Movement of the Vessel is at all times acknowledged to be for the convenience of the Tenant and without any liability on the part of the Marina, regardless of the cause, specifically including, but not limited to, the negligence of the Marina and/or its agents, servants or employees.
- 7) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, vessels, personal and other property, piers, docks and Marina property caused by the Tenant and/or the Tenant's

Vessel. The Marina disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Marina, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Marina's officers, directors, agents, employees and representatives from liability.

8) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Marina and the Town of Lake Park, Florida harmless and to protect, indemnify and defend the Marina and the Town of Lake Park, Florida, and its officers, employees, agents and elected and appointed officials, from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, and specifically including the negligence of the Marina and its agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

9) The dockage rate and any other charges shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

10) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Marina shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Marina shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Marina of any keys and/or lock combinations does not constitute an assumption of a bailment relationship by the Marina.

11) Living aboard the Vessel is strictly prohibited. The slip leased to the Tenant shall be used at the Tenant's and the Tenant's guests and invitees sole risk. It is further agreed that even though the Marina may, from time to time, provide security guards and/or other security devices and measures, the Marina is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.

12) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of \$1,000,000.00, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Marina or the Town of Lake Park has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. **THE TENANT MAY NOT BEGIN ANY USES PERMITTED PURSUANT TO THIS AGREEMENT OF EITHER THE SLIP OR MARINA FACILITIES, UNLESS AND UNTIL THE TENANT HAS PROVIDED THE REQUIRED CERTIFICATES OF INSURANCE TO THE SATISFACTION OF THE DOCKMASTER.**

13) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to the Vessel, as well as other sums owed in connection with use of the Marina and facilities, regardless of who incurred the charges on behalf of the Tenant. A late charge of five percent (5%) of the amount then due will be assessed for all balances over 30 days past due. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by the Marina. The parties agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by Marina in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the

Marina shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Marina relating to rent.

14) In the event of Tenant's default for non-payment of any charges due under this Agreement, the Tenant authorizes the Marina to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended. As an additional remedy for any default under this Agreement, the Vessel may be seized and removed by appropriate governmental authority including the U.S. Marshall for foreclosure of a maritime lien, and Tenant agrees to pay all costs and attorney's fees in connection therewith. The Tenant consents to the appointment of the Marina or its representative as substitute custodian in any legal proceedings and agrees to pay for the services of the substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall's Office for custodial service in such cases.

15) The Marina shall have a lien upon the Vessel and its equipment and personal effects for all unpaid dockage charges and other sums owed to the Marina pursuant to this Dockage Agreement. The Marina may detain the Vessel and prohibit the Vessel from leaving the Marina, until such time as all unpaid dockage and other charges and obligations under this Agreement have been paid in full and/or complied with.

16) In the event that the Marina retains legal counsel to collect any monies owed hereunder or to otherwise enforce this Agreement, the Tenant shall reimburse the Marina for the attorney's fees and costs incurred by the Marina in connection therewith.

17) The Marina makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Marina warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina is at Tenant's assumed risk. In addition, the Marina makes no warranties, express or implied, concerning Marina services, property or facilities.

18) Tenant acknowledges and agrees that the Marina shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, the "Dockside Procedures" or applicable law. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration or other termination of this Agreement or if the Marina determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Marina shall have the right to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the owner's real property. In addition, the Tenant shall be liable to the Marina, in addition to any and all other amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related fees and costs are paid in full to the Marina.

19) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Marina and the Tenant. Tenant acknowledges and agrees that the Marina reserves the right to amend, supplement and/or restate the "Dockside Procedures" from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Marina.

20) The Marina shall be open between the hours of 8:00 AM and 5:00 PM daily. Transient boat tenants must report to the Marina Dockmaster's Office before arrival to make financial arrangements for their stay and accounts must be settled before departure. Check-out time for transient boat tenants is 11:00 AM. The Dockmaster's Office must be notified of Vessel's departure and float plan in order that the Tenant's slip will be open upon return.

21) Tenants must notify the Dockmaster's Office by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Work performed on vessels by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

22) Noise must be kept to a minimum at all times. TENANT shall not permit the Vessel to make any noise, emission or other disturbance that is audible or otherwise detectable to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.

23) The extent of vessel repairs and maintenance that may be conducted at the Marina is within the sole discretion of the Marina Dockmaster. Except for good cause shown, major repairs are not permitted. No painting is permitted on docks or piers. Maintenance carried out by the Tenant will be limited only to those activities that will not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Dockmaster. All contractors must be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, must be provided to the Dockmaster before any work is commenced. All insurance policies must provide that the Town of Lake Park is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

24) Walkways and finger piers must be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords must not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Tenant will not acquire or install a dockbox unless such the dockbox is purchased or leased from, and installed by, the Marina.

25) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is not permitted. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Dockmaster may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.

26) The Tenant must not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

27) Advertising for charter vessels moored at the marina is permitted. Other than charter opportunities the solicitation of employment, business, the sale of merchandise or distribution of printed materials at or upon the marina premises is not permitted.

28) Violation of these procedures, disorder, indecorous conduct as well as failure to comply with the Dockage Agreement, whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, is cause for immediate termination of the Dockage Agreement without liability to the Marina or the Town of Lake Park. Upon termination of the Agreement by the Marina, the Marina may cause the immediate removal of the Vessel.

29) SEVERE WEATHER AND OTHER EMERGENCIES: Marina expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and tenant warrants such arrangements have or will be made. Tenant may not assume that marina's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Marina in its sole discretion, reserves the right to move or evacuate the boat or take such other actions as Marina deems appropriate at tenants sole risk and expense.

UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY MARINA. MARINA SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Tenant agrees to reimburse marina for any and all cost it incurs on Tenant's behalf in emergency situations.

NOTICE: Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on Tenant's Boat.

DOCKAGE AGREEMENT

Revised



THE FOLLOWING MATERIAL TERMS AND CONDITIONS ARE INCORPORATE INTO AND MADE A PART OF THE DOCKAGE AGREEMENT.

1) **DURATION OF BOAT DOCKAGE AGREEMENT:** (check the applicable box)

The term of this Agreement shall be for one (1) calendar year beginning with the date first above written on the first page of this Agreement. Upon the expiration of the initial one (1) year term of this Agreement, this Agreement shall automatically renew for an additional one (1) year term unless otherwise earlier terminated in accordance with this Agreement. After the initial one (1) year term, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. Notice of intent to terminate this Agreement by Marina shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Tenant to Marina shall be delivered to the Marina's offices at the address specified.

The term of this Agreement shall be for thirty (30) days beginning with the date first above written on the first page of this Agreement. Upon the termination of each thirty (30) day term, this Agreement shall automatically renew for an additional thirty (30) day term unless terminated by written notice 15 days prior to the expiration of the term. Notice of intent to terminate this Agreement by Marina shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Tenant to Marina shall be delivered to the Marina's offices at the address specified. If no termination notice is received then Tenant agrees to continue to be responsible for monthly rental rates as established by Marina.

2) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein. Tenant represents to the Marina that he/she is the sole owner of the Vessel, and if contrary to such representation, there is any co-ownership of the vessel, the Marina shall have no liability or obligation to any co-owner of the Vessel. If the co-ownership or partnership is dissolved, the signatory hereto shall nonetheless remain fully obligated and liable hereunder, and all rights and remedies of the Marina shall remain in the full force and effect. If there is more than one signatory hereto, then the obligations and liabilities of said signatories hereunder shall be joint and several.

3) The Marina shall have the sole and exclusive right to rent all vacant slips. The subleasing or assignment of slips by Tenant is strictly prohibited. Any assignment or attempted assignment in violation of the requirements of this Agreement shall terminate this Agreement without further notice.

4) Utilities shall be charged to the TENANT at rates approved by the Town Commission. The established utility rates may amended from time to time, and are subject to change based upon an annual evaluation by the Town Commission, taking into consideration, among other factors, state-approved rate increases, changes in the Consumer Price Index, and other such factors that the Town Commission, in its sole discretion deems just, fair, and appropriate. The Marina will not be liable for any interruption or stoppage of electrical or water service, or for any damage to persons or property resulting from that interruption or stoppage.

5) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels in or approaching the Marina. The Vessel must have current Coast Guard approved heads and they must meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel described in the Dockage Agreement.

6) The Tenant shall comply with all applicable statutes, codes, laws, rules and regulations of the Town of Lake Park, the State of Florida, as well as any other state, federal or local governmental body or regulatory authority. Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, a fine and other civil and criminal penalties may be imposed by the Town of Lake Park and any other governmental authorities with jurisdiction. The Tenant and any other person on the Tenant's Vessel illegally discharging, shall be jointly and severally liable for all civil fines and

penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

7) The Marina is authorized to move the Vessel at any time during the making of Marina repairs or when necessary for Marina operations. In such event, the Marina shall not be deemed or construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Movement of the Vessel is at all times acknowledged to be for the convenience of the Tenant and without any liability on the part of the Marina, regardless of the cause, specifically including, but not limited to, the negligence of the Marina and/or its agents, servants or employees.

8) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, vessels, personal and other property, piers, docks and Marina property caused by the Tenant and/or the Tenant's Vessel. The Marina disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Marina, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Marina's officers, directors, agents, employees and representatives from liability.

9) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Marina and the Town of Lake Park, Florida harmless and to protect, indemnify and defend the Marina and the Town of Lake Park, Florida, and its officers, employees, agents and elected and appointed officials, from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, and specifically including the negligence of the Marina and its agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

10) The dockage rate and any other charges shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

11) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Marina shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Marina shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Marina of any keys and/or lock combinations does not constitute an assumption of a bailment relationship by the Marina.

12) Living aboard the Vessel is strictly prohibited. The slip leased to the Tenant shall be used at the Tenant's and the Tenant's guests and invitees sole risk. It is further agreed that even though the Marina may, from time to time, provide security guards and/or other security devices and measures, the Marina is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.

13) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of \$1,000,000.00, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Marina or the Town of Lake Park has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and

Revised

licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. **THE TENANT MAY NOT BEGIN ANY USES PERMITTED PURSUANT TO THIS AGREEMENT OF EITHER THE SLIP OR MARINA FACILITIES, UNLESS AND UNTIL THE TENANT HAS PROVIDED THE REQUIRED CERTIFICATES OF INSURANCE TO THE SATISFACTION OF THE DOCKMASTER.**

14) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to the Vessel, and any other sums owed in connection with use of the Marina and facilities, regardless of who incurred the charges on behalf of the Tenant. A late charge of five percent (5%) of the amount then due will be assessed for all balances over 30 days past due. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by the Marina. The parties agree that the late charge shall be considered "Additional Rent" and the Marina shall have the same rights to enforce due and timely payment by the Tenant as are available to the Marina relating to rent.

15) In the event of Tenant's failure to pay of any charges due under this Agreement, the Tenant authorizes the Marina to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended. As an additional remedy, the Vessel may be seized and removed by appropriate governmental authority including the U.S. Marshall for foreclosure of a maritime lien, and Tenant agrees to pay all costs and attorney's fees in connection therewith. The Tenant consents to the appointment of the Marina or its representative as substitute custodian in any legal proceedings and agrees to pay for the services of the substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall's Office for custodial service in such cases.

16) The Marina shall have a lien upon the Vessel and its equipment and personal property for all unpaid dockage charges and other sums owed to the Marina pursuant to this Dockage Agreement. The Marina may detain the Vessel and prohibit the Vessel from leaving the Marina, until such time as all unpaid dockage and other charges and obligations under this Agreement have been paid.

17) In the event that the Marina incurs attorney fees to collect any rent due hereunder or to otherwise enforce this Agreement, the Tenant shall reimburse the Marina for the attorney's fees and costs incurred by the Marina.

18) The Marina makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Marina warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina is at Tenant's assumed risk. The Marina makes no warranties, express or implied, concerning Marina services, property or facilities.

19) Tenant agrees that the Marina shall have the right to terminate this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, the "Dockside Procedures" or applicable law. In the event that this Agreement is terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration or other termination of this Agreement or if the Marina determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Marina may remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees and expenses incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the owner's real property. In addition, the Tenant shall be liable to the Marina, in addition to any and all other amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related fees and costs are paid in full to the Marina.

20) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Marina and the Tenant. Tenant acknowledges and agrees that the Marina reserves the right to amend, supplement and/or restate the "Dockside Procedures" from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Marina.

21) The Marina shall be open between the hours of 8:00 AM and 5:00 PM daily. Transient boat tenants must report to the Marina Manger's Office before arrival to make financial arrangements for their stay and accounts must be settled before departure. Check-out time for transient boat tenants is 11:00 AM. The Marina Manager's Office must be notified of Vessel's departure and float plan in order that the Tenant's slip will be open upon return.

Revised

- 22) Tenants must notify the Marina Manager's Office by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Work performed on vessels by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.
- 23) Noise must be kept to a minimum at all times. TENANT shall not permit the Vessel to make any noise, emission or other disturbance that is audible or otherwise detectable to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.
- 24) The extent of vessel repairs and maintenance that may be conducted at the Marina is within the sole discretion of the Marina Manager. Except for good cause shown, major repairs are not permitted. No painting is permitted on docks or piers. Maintenance carried out by the Tenant will be limited only to those activities that will not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Manager. All contractors must be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, must be provided to the Marina Manager before any work is commenced. All insurance policies must provide that the Town of Lake Park is an additional insured for purposes of the operations of the contractor on the premises of the Marina.
- 25) Walkways and finger piers must be kept clear at all times. Storage of loose gear on walkways or finger piers is prohibited. Hoses, electrical cords and telephone cords must not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Tenant is not permitted to install a dockbox unless such the dockbox is purchased or leased from, and installed by, the Marina.
- 26) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips is for the use of Vessels on each side of the finger pier. The Marina Manager may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.
- 27) The Tenant must not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.
- 28) Advertising for charter fishing vessels moored at the Marina is permitted. Other than charter fishing opportunities the solicitation of employment, business, the sale of merchandise or distribution of printed materials at or upon the Marina premises is not permitted.
- 29) Violation of these procedures, disorder, indecorous conduct as well as failure to comply with the Dockage Agreement, whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, is cause for immediate termination of the Dockage Agreement without liability to the Marina or the Town of Lake Park. Upon termination of the Agreement by the Marina, the Marina may cause the immediate removal of the Vessel.
- 30) **SEVERE WEATHER AND OTHER EMERGENCIES:** Marina expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Marina, in its sole discretion, reserves the right to move or evacuate the Boat or take such other actions as Marina deems appropriate at Tenant's sole risk and expense. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY MARINA. MARINA SHALL NOT BE DEEMED A BAILEE OF THE VESSEL.** Tenant agrees to reimburse Marina for any and all costs it incurs on Tenant's behalf in emergency situations.
- NOTICE:** Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on Tenant's Boat.

LAKE PARK HARBOR MARINA
DOCKAGE AGREEMENT

SLIP NO.: _____
SLIP SIZE: _____

Revised

THIS DOCKAGE AGREEMENT made by and between the Town of Lake Park, Florida, as owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL 33403, phone # (561) 881-3353, (hereinafter collectively referred to as "Marina"), and _____, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant"), hereby agree to the following terms and conditions for the slip leasing and dockage of the Tenant's Vessel. The Owner and Tenant hereby agree to the terms and conditions contained in this Slip Lease Agreement and the Marina's "Dockside Procedures" as amended from time to time, and which are incorporated into this Agreement as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. TENANT: (The Tenant shall be the Vessel owner. Proof of Vessel ownership is required such as a certified copy of title or other evidence of ownership which is satisfactory to the Marina at the time of Application.)

Owner Name(s): _____ Home Phone: _____
Billing Address: _____ Work Phone: _____
City: _____ State: _____ Zip: _____ Cell Phone: _____
Captain: _____ Phone: _____ Fax: _____
Emergency (Name) _____ Phone: _____ Email: _____

2. TENANT'S VESSEL:

Vessel Name: _____ Make: _____ Year: _____
Registration/Documentation No. _____ Length: _____ Beam: _____ Draft: _____
Power: ___ Sail: ___ Gas: ___ Diesel: ___ Shore Power: ___ 30 amp ___ 50amp ___ 100amp

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: _____ Policy No: _____ Exp Date: _____
Agent Name: _____ Phone No: _____

4. DOCKAGE TERM:

Daily Weekly Monthly Annual
Lease Commencement Date: _____ Termination Date: _____

5. MARINA CHARGES:

A. Regular Dockage and Service Charges: Prorate Charges: _____
Dockage charges: \$ _____ Dockage charges: \$ _____
Utility fee: \$ _____ Utility fee: \$ _____
Sales tax: \$ _____ Sales tax: \$ _____
Total: \$ _____ Total: \$ _____
Slip Deposit \$ _____ Key Deposit \$ _____

Electrical usage is metered. Meter start: _____ Meter end: _____

Credit Card #: _____ Exp. Date: _____ Visa MC Amex Discover

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH. PAYMENTS NOT RECEIVED BY THE 15TH DAY OF THE MONTH WILL AUTOMATICALLY BE CHARGED TO THE TENANT'S CREDIT CARD.

B. Transient Dockage Charges: Length _____ X Rate _____ X Days _____ = Subtotal _____ + Electric _____ + Tax _____ =
Total \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.
LAKE PARK HARBOR MARINA:

By: _____ Date: _____
For Dockmaster

TENANT:
By: _____ Date: _____

(Printed Name of Tenant/Vessel Owner or Authorized Agent)

The Vessel's Owner must sign this Agreement as the Tenant, unless a notarized Owner authorization is provided for an agent to sign on behalf of the Vessel Owner. The tenancy shall be in the name of the Vessel Owner notwithstanding the execution of this Agreement by an agent of the Vessel Owner, and the Dockmaster, may require a personal guaranty by the agent.

THE FOLLOWING MATERIAL TERMS AND CONDITIONS ARE INCORPORATE INTO AND MADE A PART OF
THE DOCKAGE AGREEMENT.

Revised

- 1) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein. Tenant represents to the Marina that he/she is the sole owner of the Vessel, and if contrary to such representation, there is any co-ownership of the vessel, the Marina shall have no liability or obligation to any co-owner of the Vessel. If the co-ownership or partnership is dissolved, the signatory hereto shall nonetheless remain fully obligated and liable hereunder, and all rights and remedies of the Marina shall remain in the full force and effect. If there is more than one signatory hereto, then the obligations and liabilities of said signatories hereunder shall be joint and several.
- 2) The Marina shall have the sole and exclusive right to rent all vacant slips. The subleasing or assignment of slips by Tenant is strictly prohibited. Any assignment or attempted assignment in violation of the requirements of this Agreement shall terminate this Agreement without further notice.
- 3) Utilities shall be charged to the TENANT at rates approved by the Town Commission. The established utility rates may amended from time to time, and are subject to change based upon an annual evaluation by the Town Commission, taking into consideration, among other factors, state-approved rate increases, changes in the Consumer Price Index, and other such factors that the Town Commission, in its sole discretion deems just, fair, and appropriate. The Marina will not be liable for any interruption or stoppage of electrical or water service, or for any damage to persons or property resulting from that interruption or stoppage.
- 4) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels in or approaching the Marina. The Vessel must have current Coast Guard approved heads and they must meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel described in the Dockage Agreement.
- 5) The Tenant shall comply with all applicable statutes, codes, laws, rules and regulations of the Town of Lake Park, the State of Florida, as well as any other state, federal or local governmental body or regulatory authority. Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, a fine and other civil and criminal penalties may be imposed by the Town of Lake Park and any other governmental authorities with jurisdiction. The Tenant and any other person on the Tenant's Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.
- 6) The Marina is authorized to move the Vessel at any time during the making of Marina repairs or when necessary for Marina operations. In such event, the Marina shall not be deemed or construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Movement of the Vessel is at all times acknowledged to be for the convenience of the Tenant and without any liability on the part of the Marina, regardless of the cause, specifically including, but not limited to, the negligence of the Marina and/or its agents, servants or employees.
- 7) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, vessels, personal and other property, piers, docks and Marina property caused by the Tenant and/or the Tenant's Vessel. The Marina disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Marina, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Marina's officers, directors, agents, employees and representatives from liability.
- 8) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Marina and the Town of Lake Park, Florida harmless and to protect, indemnify and defend the Marina and the Town of Lake Park, Florida, and its officers, employees, agents and elected and appointed officials, from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, and specifically including the negligence of the Marina and its agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.
- 9) The dockage rate and any other charges shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.
- 10) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Marina shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Marina shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Marina of any keys and/or lock combinations does not constitute an assumption of a bailment relationship by the Marina.
- 11) Living aboard the Vessel is strictly prohibited. The slip leased to the Tenant shall be used at the Tenant's and the Tenant's guests and invitees sole risk. It is further agreed that even though the Marina may, from time to time, provide security guards and/or other security devices and measures, the Marina is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.
- 12) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of \$1,000,000.00, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Marina or the Town of Lake Park has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. **THE TENANT MAY NOT BEGIN ANY USES PERMITTED PURSUANT TO THIS AGREEMENT OF**

EITHER THE SLIP OR MARINA FACILITIES, UNLESS AND UNTIL THE TENANT HAS PROVIDED THE REQUIRED CERTIFICATES OF INSURANCE TO THE SATISFACTION OF THE DOCKMASTER.

Revised

13) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to the Vessel, as well as other sums owed in connection with use of the Marina and facilities, regardless of who incurred the charges on behalf of the Tenant. A late charge of five percent (5%) of the amount then due will be assessed for all balances over 30 days past due. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by the Marina. The parties agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by Marina in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Marina shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Marina relating to rent.

14) In the event of Tenant's default for non-payment of any charges due under this Agreement, the Tenant authorizes the Marina to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended. As an additional remedy for any default under this Agreement, the Vessel may be seized and removed by appropriate governmental authority including the U.S. Marshall for foreclosure of a maritime lien, and Tenant agrees to pay all costs and attorney's fees in connection therewith. The Tenant consents to the appointment of the Marina or its representative as substitute custodian in any legal proceedings and agrees to pay for the services of the substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall's Office for custodial service in such cases.

15) The Marina shall have a lien upon the Vessel and its equipment and personal effects for all unpaid dockage charges and other sums owed to the Marina pursuant to this Dockage Agreement. The Marina may detain the Vessel and prohibit the Vessel from leaving the Marina, until such time as all unpaid dockage and other charges and obligations under this Agreement have been paid in full and/or complied with.

16) In the event that the Marina retains legal counsel to collect any monies owed hereunder or to otherwise enforce this Agreement, the Tenant shall reimburse the Marina for the attorney's fees and costs incurred by the Marina in connection therewith.

17) The Marina makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Marina warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina is at Tenant's assumed risk. In addition, the Marina makes no warranties, express or implied, concerning Marina services, property or facilities.

18) Tenant acknowledges and agrees that the Marina shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, the "Dockside Procedures" or applicable law. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration or other termination of this Agreement or if the Marina determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Marina shall have the right to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the owner's real property. In addition, the Tenant shall be liable to the Marina, in addition to any and all other amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related fees and costs are paid in full to the Marina.

19) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Marina and the Tenant. Tenant acknowledges and agrees that the Marina reserves the right to amend, supplement and/or restate the "Dockside Procedures" from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Marina.

20) The Marina shall be open between the hours of 8:00 AM and 5:00 PM daily. Transient boat tenants must report to the Marina Dockmaster's Office before arrival to make financial arrangements for their stay and accounts must be settled before departure. Check-out time for transient boat tenants is 11:00 AM. The Dockmaster's Office must be notified of Vessel's departure and float plan in order that the Tenant's slip will be open upon return.

21) Tenants must notify the Dockmaster's Office by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Work performed on vessels by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

22) Noise must be kept to a minimum at all times. TENANT shall not permit the Vessel to make any noise, emission or other disturbance that is audible or otherwise detectable to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.

23) The extent of vessel repairs and maintenance that may be conducted at the Marina is within the sole discretion of the Marina Dockmaster. Except for good cause shown, major repairs are not permitted. No painting is permitted on docks or piers. Maintenance carried out by the Tenant will be limited only to those activities that will not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Dockmaster. All contractors must be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, must be provided to the Dockmaster before any work is commenced. All insurance policies must provide that the Town of Lake Park is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

24) Walkways and finger piers must be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords must not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Tenant will not acquire or install a dockbox unless such the dockbox is purchased or leased from, and installed by, the Marina.

25) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is not permitted. The finger piers between slips is for the use of Vessels on each side of the finger pier. The Dockmaster may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.

26) The Tenant must not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

27) Advertising and other commercial signage in or upon the Marina and vessels moored at the Marina is prohibited. The solicitation of employment, business, the distribution of printed materials, and/or the sale of merchandise at or upon the Marina premises is not permitted.

28) Violation of these procedures, disorder, indecorous conduct as well as failure to comply with the Dockage Agreement, whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, is cause for immediate termination of the Dockage Agreement without liability to the Marina or the Town of Lake Park. Upon termination of the Agreement by the Marina, the Marina may cause the immediate removal of the Vessel.

TAB 8

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

Meeting Date: April 16, 2008

Agenda Item No. 8

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

SUBJECT: Land for the Community Center

RECOMMENDED MOTION/ACTION: Agree to allow staff to submit grant application to Florida Community Trust

Approved by Town Manager W. Davis Date: 5/1/09

Virginia Martin, Grants Writer
Name/Title

April 30, 2009
Date of Actual Submittal

Originating Department: Grants	Costs: \$ 0 Funding Source: N/A Acct. # N/A	Attachments: Map Phases Resolution
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <u>GM</u> _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>GM</u> _____: Please initial one.

Summary Explanation/Background: This is an exciting opportunity to add more parks and recreation space for our residents through the Florida Community Trust (FCT). Through this program, we can acquire contiguous parcels of land to create or expand parks and public recreation areas. There are no matching funds required because we have a population under 10,000, and the FCT will do all the appraisal, negotiation, purchase and closing services for us as part of the total grant award as long as we keep the number of parcels purchased at the same time

under 10. Staff has identified 34 parcels to the West, North, and South of Bert Bostrom Park and the ball fields that qualify for the program. Acquiring this land would considerably enhance our ability to build a community center and other recreational amenities with grant funding from other sources. Until we are able to do this, the areas would provide additional green space for the community.

RESOLUTION NO. 19-05-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT A FUNDING PROPOSAL TO THE FLORIDA COMMUNITY TRUST FOR THE PURPOSE OF RENOVATING AND FURTHER DEVELOPING THE BERT BOSTROM PARK (ALSO KNOWN AS THE 6TH STREET BALL FIELDS) FOR THE BENEFIT OF THE CITIZENS AND CHILDREN OF THE TOWN.

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

WHEREAS, the Town desires to provide the citizens and children of Lake Park with appropriate venues for sporting and recreational activities; and

WHEREAS, the Town lacks the available financial resources to independently carry out a recreational development project at this time; and

WHEREAS, the State of Florida, through the Florida Community Trust has monies available for the purchase of land for the expansion of the park and recreational facilities on the site,

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

SECTION 1. The Town Commission has determined that it is in the best interests of the citizens of the Town to seek funding to expand and further develop Bert Bostrom Park.

SECTION 2. This project is incorporated as part of the 5 year Capital Improvement Plan adopted in October 2008.

SECTION 3. The Town Manager is hereby authorized and directed to submit a funding proposal to the Florida Community Trust for the expansion and further development of Bert Bostrom Park.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

TAB 9

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

Meeting Date: May 6, 2009

Agenda Item No. 9

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

SUBJECT: Arbor Day Proclamation

RECOMMENDED MOTION/ACTION: Proclaim April as Arbor Month.

Approved by Town Manager *Heather Davis* **Date:** 5/1/09

Name/Title

Date of Actual Submittal

Originating Department: Public Works	Costs: \$ 100.96 Funding Source: Acct. # 406-52000	Attachments: Proclamation
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u> Please initial one.

Summary Explanation/Background: Each year school children from local schools are invited to participate in the Arbor Day Event with poems, songs and drawings honoring trees. The Public Works Department coordinated the event. It was held on April 24, 2009 at Lottie Mae Miller Park at 10:30 a.m.

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
ARBOR MONTH PROCLAMATION**

WHEREAS; in 1871 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS; Arbor Day is now observed throughout the nation and the world and trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS; trees are a renewable resource which provides the materials necessary to produce paper, construct our homes, fuel our fires and manufacture countless other wood products, and

WHEREAS; trees increase property values, enhance the economic vitality of business areas and improve the overall aesthetic appeal of our community, and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS; efforts to protect our trees and woodlands by planting trees to promote the well-being of this and future generations should be supported by all persons,

NOW, THEREFORE; on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, Florida do hereby publicly recognize April 24, 2009 as National Arbor Day. The Town Commission invites all citizens to celebrate "ARBOR DAY" and the 2009 designation of Lake Park as a TREE CITY, USA by attending and participating in our 2009 ARBOR DAY observance on April 24, 2009 at Lottie Mae Miller Park at 10:30 A.M.

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 24th day of April, 2009.

BY: _____
Mayor Desca DuBois

ATTEST:

Vivian M. Lemley, Town Clerk

TAB 10

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

Meeting Date: May 6, 2009

Agenda Item No. 10

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

SUBJECT: Private lamp post grant program

RECOMMENDED MOTION/ACTION: None

Approved by Town Manager W. Davis Date: 4/29/09

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff report
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input checked="" type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one. <u>W. Davis</u> 4/29/09

Summary Explanation/Background: Should the town institute a grant program that would provide a \$200/\$250 stipend to encourage residential private property owners to install a lamp post in their front yard? The purpose of the post would be to increase the level of illumination along the streets and sidewalks of the town's residential neighborhoods.

Town of Lake Park Community Development Department



Meeting Date *May 6, 2009*
Memo Date: *April 29, 2009*

Patrick Sullivan, AICP, CED, Director

To: Town Commission

Re: Private Lamp Posts

Private Lamp Post Feasibility Report.

Should the town institute a grant program that would provide a \$200/\$250 stipend to encourage residential private property owners to install a lamp post in their front yard? The purpose of the lamp post would be to increase the level of illumination along the streets and sidewalks of the town's residential neighborhoods.

Program Costs.

- Installation fees would average **\$700 - \$900**.
 - Fixture **\$100-\$200** (includes post and lamp)
 - Labor/installation **\$500** (requires licensed electrician)
 - Permit Fees **\$100** (could be waived)
 - Monthly electrical fees would run about \$8 (dusk to dawn) or \$96 per year.
- Average home owner could expect to spend **\$500** to install the lamp post in addition to the grant.

*Installation fees are based on figures provided by the town's building official and a licensed electrician. They are estimated averages.

- There are approximately 1450 single family / Duplex homes in the town. Of that amount 900 are homesteaded, more or less. Cost exposure for the town based on a \$200/\$250 grant expenditure per homesteaded household would be:

*The number of homesteaded lots was derived from property appraisers list for specific lots in the single family areas.

Participation Level	Number of Households	\$200 Grant Cost	\$250 Grant Cost
100%	900	\$180,000	\$225,000
75%	675	\$135,000	\$168,750
50%	450	\$90,000	\$112,500
30%	270	\$54,000	\$67,500
20%	180	\$36,000	\$45,000
10%	90	\$18,000	\$22,500
5%	45	\$ 9,000	\$11,250

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

Cost / Benefit.

The goal of the program is to increase the illumination levels on the sidewalks and streets of the town and provide grant monies for all property owners that want to participate. This additional illumination will provide for safer streets thus benefiting the general health and well being of the community.

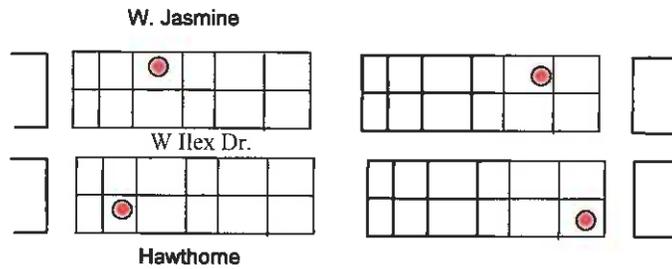
To determine cost / benefit we should identify what the minimum participation in the program might be to justify the grant program. In other words how does the town determine what amount of money should be set aside to cover the potential requests for grant money? We know that 100% participation will not occur and too few participants will not provide for an equitable distribution of lamp posts. Therefore, we need to find a happy medium that provides for inclusion of all who want to participate. The town needs to adequately fund the grant program from the outset by setting aside the appropriate funds based on an assumption that a certain percentage of homes will participate. The funding will come from general fund tax dollars and therefore it is important that the funds be available to every homeowner that wants to participate.

To determine the amount of money to set aside, the town must first determine a level of participation sufficient to cover all neighborhoods that want to participate. To do this we should first determine how many light posts are necessary to provide a significant enough impact for an equitable distribution.

To determine a minimum cost we looked at the minimum number of light posts per square city block that would provide for equitable distribution. The goal should be to provide coverage on every square block throughout the town (the goal is most likely not achievable but the town should be prepared to fund it if it were to occur) this will provide for a fair distribution of funds. At the very least every square block would have an opportunity to request funds. Any less than one per square block would eliminate that block from grant eligibility. To determine a minimum cost we considered how many light poles per block would be reasonable. The scenarios below helped determine a reasonable base number of lamp posts. Dollar amounts are based on a grant of **\$200**.

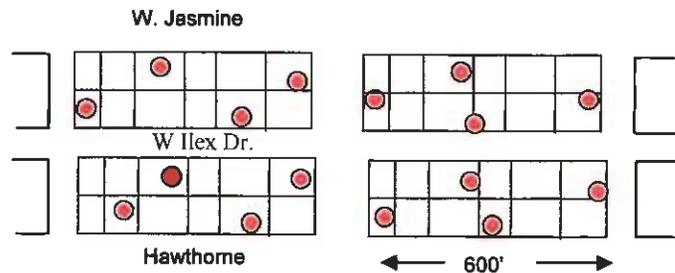
The first scenario would be based on one light fixture per block. There are 118 city blocks. Each block averages 12 lots per block. If one homeowner per block chooses to install a light fixture then there would be 118 additional lamp posts throughout the town. The grant dollar cost to the town would be **\$23,600**. This would be the minimum funding level. However, this scenario presents a coverage problem. There could be a significant lack of coverage depending on where the posts are placed. This could result in no coverage or very minimal coverage for any given street frontage even if every block had one of those additional lamp posts, in the example below W Ilex would not receive any additional illumination in spite of there being one additional light per block. Because of the potential lack of coverage for many areas of the community one light per block might not be sufficient and therefore would not be benefiting the community as a whole. To benefit more of the community, the minimum funding level of **\$23,600** should be increased to provide for additional coverage.

One light per Square Block



The next scenario calls for four lamp posts per block, one per street frontage. This type of coverage would start to make an impact.

Four lights per Square Block



This scenario envisions funding for 400 light posts throughout the town (four per block equals 400+ posts). Only 25 % of the neighborhood or block would have access to the grant funds at this level (there is an average of 12 lots per block). To adequately fund this number of lamp posts the cost to the town would be approximately **\$80,000 - \$100,000**. Staff considers this to be the minimum number of lamp posts necessary to provide for equitable distribution and to justify initiating a grant program. To make sure each block received an equal shot at the grant dollars we would have to regulate the placement of the lamp posts. Each block should be limited to four posts with one per street frontage. While this may not provide enough grant money for all that want to participate it does provide for a fair and equitable distribution through out the town. Money would be set aside for each block.

Funding Source.

The sources of funding would be the General Fund and a small portion from the CRA depending on where the property lies. Most of the properties are not in the CRA (less than 10%).

The only discretionary money available in the General Fund is the Community Beautification Improvement Fund (CBIF) which is available to fund improvements for those homeowners unable to comply with code violations because of a lack of money. For example, that money was recently used to help a homeowner on a small fixed income to replace part of a roof. The commission has the discretion to utilize this money for

other general fund expenses. There is approximately **\$71,000** in the fund. This money could also be utilized for other General Fund expenditures in these hard economic times such as funding wages and salaries in order to forestall lay offs or cover other unexpected expenditures.

Since the minimum program funding should be in the **\$80,000 to \$100,000** range the CBIF does not have enough funds to fully fund the program. If the full **\$71,000** were earmarked for the grant program the number of posts would be reduced by 12% to 355 which raises questions of equitable distribution. Which blocks would be left out or get fewer grant dollars and how would that be determined?

Another situation that should be considered is should the CBIF be completely exhausted or should a small amount be left to help property owners that do not have the financial means to correct code violations. Staff would recommend that a minimum of **\$8,000** be left in the CBIF to cover upcoming contingencies. This would further reduce the number of posts that could be funded.

General Issues.

Cost will be a major issue. With an average homeowner contribution of **\$500**, many properties will not be able to afford such an expense. While the grant appears to be available to all, it is in reality only available to those that can afford the **\$500** installation expense. Plus, to protect the town, payment should be done through reimbursement. In some cases this will result in the homeowner fronting the entire amount.

Type of lighting fixture and pole. There is presently a wide variety of lamp post and fixture design throughout the town (please see attached photos). Should the town dictate the design? Staff would recommend setting standards for a choice of 2 or 3 designs with a specific wattage and a fixed height.

Placement of the fixture. Should the town dictate the location of the post? Staff would recommend placement that is close to the sidewalk and be flexible enough to cover odd lots, hedges and other barriers that might present a problem to placement.

Should the town require maintenance? Staff recommends that as part of the grant agreement the homeowner agrees to install a dusk to dawn sensor and replace bulbs and other equipment to insure continual illumination coverage. This would require an amendment to the Code. This would be difficult to enforce and would depend on neighbors reporting bulb outages.

Staff Comments.

Staff's major concern is the issue of equity. In these hard economic times it is difficult enough for many homeowners to pay the mortgage much less consider a **\$500** outlay for a light post. While this program is well intentioned, it may be inherently inequitable in its execution. What provisions would be made for those

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

that simply cannot afford it and would like to have the security of a lamp post in their yard? One obvious answer would be to have the town pick up the cost for those that cannot afford to do the work. But that will increase the cost of the program. If the town paid the full cost of installation for 10% of the homeowners, the program cost would be increased by up to **\$20,000**.

Staff would recommend moving forward with caution. The major issues surrounding funding and equitability should be resolved before committing to the program as one will impact the other. Each of the following questions should be completely vetted before moving forward:

- Where will the funding come from?
- Will homeowners have equitable access to the grant dollars?
- What is the minimum amount that will provide for an equitable distribution throughout the town?
- What about those that cannot afford the program?
- What happens to the program(s) that the money is taken from?
- Is the lamp post program the best use of the available funds?

Existing Light Post Examples



TAB 11

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

Meeting Date: May 6, 2009

Agenda Item No. 11

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

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

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

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

<input checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Volunteer Dinner

RECOMMENDED MOTION/ACTION:

Select a Restaurant to cater the 2009 Volunteer Dinner

Approved by Town Manager W. J. Davis Date: 5/1/09
Greg Dowling / Director Parks + Rec 5-1-09
 Name/Title Date of Actual Submittal

Originating Department: Parks & Recreation	Costs: \$ 2,200 + Funding Source: General Fund Acct. # 001-51-511-100-4800	Attachments: List of Restaurant Quotes
Department Review: <input checked="" type="checkbox"/> Parks & Recreation _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>GD</u> : Please initial one.

Summary Explanation/Background: The Commission requested that staff bring back quotes from Lake Park restaurants for this year's Volunteer Dinner. Each restaurant was asked to provide a quote for 65 people on the following menu only: Chicken Marsala, Baked Ziti, Cheese Ravioli, Salad, and Bread.

Volunteer Dinner Quotes

All the following quotes are based on food for 65 people. All food includes Chicken Marsala, Baked Ziti, Cheese Ravioli, Salad, and Bread.

(North Palm Beach) Carrabba's = \$487.92

(Lake Park) Simply Maria's Café = \$645

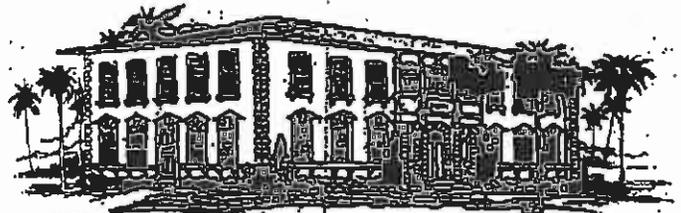
(Lake Park) Someplace = \$650

(Lake Park) Pronti's = \$780

(Lake Park) Cardello's = \$1,122.31

(Lake Park) Pelican Café = No Response

The Town of Lake Park



"Jewel" of the Palm Beaches

Lake Park Volunteer Dinner Carrabba's

Chuck:

Thank you for your recent quote for our Lake Park Volunteer Dinner. However the menu has changed. Can you please fax back a new quote for the following food items ONLY for 65 people. Please fax to 561-881-3340 No later than Wednesday April 15th.

<u>Items</u>	<u>Cost</u>
Chicken Marsala 4@ 74 ⁹⁸ /each	\$ 299 ⁹⁶
Baked Ziti 1@ 64 ⁹⁹	\$ 64 ⁹⁹
Cheese Ravioli 1@ 64 ⁹⁹	\$ 64 ⁹⁸
Salad 2@ 28 ⁹⁹	\$ 57 ⁹⁸
Bread	\$
8 loaves on the house	\$ 487 ⁹² Total Cost

** We will supply plates, utensils, dessert, and beverages

Greg Dowling
Director Parks & Recreation
561-881-3338 (Office)
561-881-3340 (Fax)

Department of Parks and Recreation
535 Park Avenue, Lake Park, Florida 33403 • (561) 881-3338 • Fax: (561) 881-3344
Web Site: www.lakeparkflorida.gov

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Lake Park Volunteer Dinner Simply Maria's Cafe

Vera:

Thank you for your recent quote for our Lake Park Volunteer Dinner. However the menu has changed. Can you please fax back a new quote for the following food items **ONLY** for 65 people. Please fax to 561-881-3340 No later than Wednesday April 15th.

<u>Items</u>	<u>Cost</u>	
Chicken Marsala	\$	
Baked Ziti	\$	
Cheese Ravioli	\$	
Salad	\$	
Bread	\$	
	\$	Total Cost

645⁰⁰-

** We will supply plates, utensils, dessert, and beverages

Greg Dowling
Director Parks & Recreation
561-881-3338 (Office)
561-881-3340 (Fax)

Department of Parks and Recreation
535 Park Avenue, Lake Park, Florida 33408 • (361) 881-3338 • Fax: (561) 881-3314
Web Site: www.lakeparkflorida.gov

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Lake Park Volunteer Dinner

Someplace

Chris:

Thank you for your recent quote for our Lake Park Volunteer Dinner. However the menu has changed. Can you please fax back a new quote for the following food items ONLY for 65 people. Please fax to 561-881-3340 No later than Wednesday April 15th.

<u>Items</u>	<u>Cost</u>
Chicken Marsala	\$
Baked Ziti	\$
Cheese Ravioli	\$
Salad	\$
Bread	\$
	\$
	Total Cost \$ 650.00

** We will supply plates, utensils, dessert, and beverages

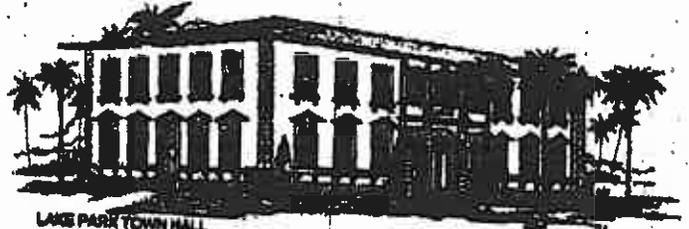
Greg Dowling
Director Parks & Recreation
561-881-3338 (Office)
561-881-3340 (Fax)

Chris Huxford

Department of Parks and Recreation
535 Park Avenue, Lake Park, Florida 33403 • (561) 881-3338 • Fax: (561) 881-3340

Web Site: www.lakeparkflorida.gov

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Lake Park Volunteer Dinner

Pronti's

Doug:

Thank you for your recent quote for our Lake Park Volunteer Dinner. However the menu has changed. Can you please fax back a new quote for the following food items **ONLY** for 65 people. **Please fax to 561-881-3340 No later than Wednesday April 15th.**

Items

Cost

INCLUDED WITH PLATES

Chicken Marsala

\$ 390.00

Baked Ziti

\$ 195.00

Cheese Ravioli

\$ 195.00

Salad

\$

Bread

\$

\$

Total Cost

780.00

** We will supply plates, utensils, dessert, and beverages

Greg Dowling
Director Parks & Recreation
561-881-3338 (Office)
561-881-3340 (Fax)

Will provide CHAFFING

DISHES TO KEEP FOOD HOT DURING SERVICE.

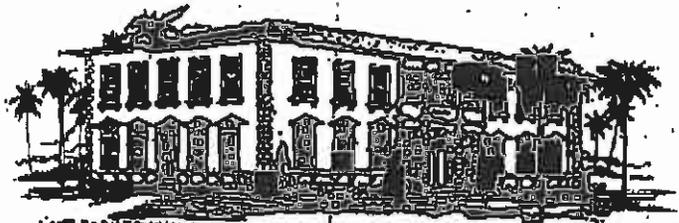
12.00 PER HEAD

Department of Parks and Recreation

535 Park Avenue, Lake Park, Florida 33409 • (561) 881-3338 • Fax: (561) 881-3344

Web Site: www.lakeparkflorida.gov

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Lake Park Volunteer Dinner Cardello's

Dean:

Thank you for your recent quote for our Lake Park Volunteer Dinner. However the menu has changed. Can you please fax back a new quote for the following food items ONLY for 65 people. Please fax to 561-881-3340 No later than Wednesday April 15th

Items

Cost

Chicken Marsala	\$	399.96
Baked Ziti	\$	257.97
Cheese Ravioli	\$	257.97
Salad	\$	92.97
Bread	\$	44.94

SALES TAX

68.50

\$ 1122.31

Total Cost (17.27 per person)

IF CHAFING DISHES AND SERVING SPOONS AND NECESSARY POST WILL BE \$20.00
with Sternos

** We will supply plates, utensils, dessert, and beverages

PLEASE X4 **\$80.00**

Greg Dowling
Director Parks & Recreation
561-881-3338 (Office)
561-881-3340 (Fax)

Department of Parks and Recreation

585 Park Avenue, Lake Park, Florida 33003 • (561) 881-3338 • Fax: (561) 881-3340

Web Site: www.lakeparkflorida.gov

TAB 12

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

Meeting Date: May 6, 2009

Agenda Item No. 12

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

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

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

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

<input checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Overflow Parking Alternatives at the Marina

RECOMMENDED MOTION/ACTION: Provide Direction

Approved by Town Manager *W. Davis* Date: *4/30/09*

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: The addition of charter vessels at the Marina has been very positive in that it has increased slip and fuel revenue as well as increased the exposure of the marina to the public. The addition of the charter vessels has also illuminated a well known fact that the existing parking configuration at the marina is woefully inadequate.

Due to the lack of parking spaces, the grass area at the north end of the marina was being utilized by patrons as an overflow parking area.

As a result, the Town Manager requested engineering assistance to review the existing conditions on the paved surface for possibilities of additional parking. An additional 12 spaces were identified. These twelve spaces are helpful, but clearly will not be enough.

It is necessary to identify additional parking in order to accommodate the patrons of the marina. Staff will present various alternatives for Commission deliberation at the May 5 meeting.

TAB 13

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: May 6, 2009

Agenda Item No. **13**

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

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

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

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

<input checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Approval of calendar for July Commission meeting and budget workshops.

RECOMMENDED MOTION/ACTION: Approve Town Manager's recommended dates for meetings and workshops.

Approved by Town Manager *W. Davis* Date: *4/29/09*
Anne M. Costello *4/22/09*
 Name/Title Date of Actual Submittal

Originating Department: Finance	Costs: \$ No cost Funding Source: Acct. #	Attachments: Proposed calendar
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Due to the fact that the summer months encompass the budget process, it is recommended that the calendar be set at this time to enable the Commission, staff and especially the general public to plan their summer activities and still be able to participate in the process if they should desire.

It is recommended that the first meeting in July be cancelled and the two regular Commission meetings be combined and be held on July 15, 2009 at the regularly scheduled time. In the past the Commission has held two budget workshops to review the budgets. Due to budget constraints, it is recommended that one budget workshop be held in July to review the General Fund and Enterprise budgets. It will be necessary for the Commission to reach consensus on the tentative millage rate at this workshop. This meeting is suggested to be held on July 22, 2008 at 6:00 PM. The earlier starting time will enable the Commission to adequately review all of the budget material presented without the need for an additional workshop in July.

Pursuant to F.S. 200.065 the Property Appraiser must be notified of the Town's tentative millage rate and first public hearing date by August 4, 2008. Once the rate is included in the TRIM (Truth in Millage) advertisement process, the rate can be lowered but not raised. Additional workshops can be scheduled in August if necessary. The Town's TRIM (Truth in Millage) hearings cannot be set at this time because they cannot conflict with Board of County Commission (September 8th and 21st) or the School Board (dates not available).

The proposed budget for the CRA will be scheduled to be presented prior to the regularly scheduled commission meeting on August 5, 2008.

**Town of Lake Park
Budget Calendar
For Budget Year 2009 - 2010
(Schedule commences April 20, 2009)**

<u>Date</u>	<u>Description</u>
April 20	Budgets distributed to departments
May 15	Budgets due to Finance for review
May 18 - June 19	Meetings with Town Manager and Department Directors
June 1	Estimate of Taxable Value received from Property Appraiser
July 1	Certification of Taxable Value received from Property Appraiser
July 16	Proposed budgets distributed to Town Commission
July 22*	Workshop to review budget proposals - Consensus must be reached on tentative tax rate. Additional workshops can be held in August.
August 4	Tentative millage must be delivered to the Property Appraiser
August 5	Workshop to review CRA budget
September 3 to 18**	First public hearing on the tentative budget must be held
within 15 days of hearing	Advertisement of intent to adopt a final budget and millage must be published.
September 18 to Oct 3**	Final public hearing must be held
	Note: Not less than 2 days nor later than 5 days after the ad is published.
within 3 days of adoption	Resolution must be delivered to the Property Appraiser and Tax Collector

* Please note: Consensus on tentative millage must be reached

** Note: Cannot conflict with the County or School Board.